Netherlands Scheme for Certification in the Area of IT Security (NSCIB)

Nederlands Schema voor Certificatie op het gebied van IT-Beveiliging (NSCIB)

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Document History

Version	Issue	Remarks
1.0	23-02-04	Release at the beginning of the opening of the Scheme
1.1	22-03-04	Comment of RvA audit incorporated
1.2	09-12-04	Comment of RvA attendance incorporated
1.3	22-04-08	General update
1.9	18-02-09	Comments of SOG-IS audit incorporated
2.0	01-07-11	Major update to reflect TÜV Rheinland Nederland changes
2.1	01-08-11	Minor update to incorporate latest Quality Handbook references
2.2	10-08-15	Comments of CCRA audit incorporated and update to reflect extension of scope with site certification
2.3	01-04-17	Minor update to reflect TÜV Rheinland Nederland address change and to align with latest Quality Handbook
2.4	27-09-17	Update of certification process in part 2 to refer to NSP_01 and NSP_06. Other minor changes related to the new documentation structure with Scheme Procedures, Instructions and Templates.

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Structure of the Scheme Documentation

Part 1: Introduction to the Scheme

This part describes the procedures of the central actor in the Scheme, the Certification Body and the relationship that this actor maintains with the other actors concerning a Certification.

Part 2: Regulations concerning a Certification

This part describes the process according to which a Protection Profile, IT product or system shall be certified, and the roles and responsibilities all actors have herein.

Part 3: Licensing of an ITSEF

This part describes the process according to which an Information Technology Security Evaluation Facility (ITSEF) shall be licensed, so that this ITSEF is subsequently authorised to perform Evaluations under the Netherlands Scheme.

Part 4: Roles in the Certification Body

This part describes the tasks and the division of roles in the Certification Body. Under the Netherlands Scheme, the roles in the Certification Body are carried out by different parties (TÜV Rheinland Nederland and the Ministry of the Interior and Kingdom Relations). The Certification Body carries out a number of tasks that are not directly related to Certification, such as taking part in international commissions.

Remarks:

- The scheme documentation does not provide any details of the criteria that are used for the issuance of Certificates (the Common Criteria). An overview of these baseline criteria and other relevant documents is provided in Part 2 of the Scheme Documentation.
- The Quality Handbook of TÜV Rheinland Nederland [TÜV-KMS] also applies to 'Netherlands Scheme for Certification in the Area of IT Security'. To be able to distinguish the definitions used in the Quality Handbook from the specific Scheme definitions, they are printed in a typographically different way: [Times New Roman 12 pt].

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Netherlands Scheme for Certification in the Area of IT Security (NSCIB)

Part 1 – Introduction to the Scheme

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1. Introduction

This document gives an overview of the objectives, the organisation, and the procedures of the 'Netherlands Scheme for Certification in the Area of IT Security (NSCIB[1])'. This Scheme has been set up to enable the Evaluation and Certification of security aspects of information technology (IT). The objective of the Scheme is that IT products and systems in the Netherlands can be evaluated and certified in a way that conforms to the so called 'Common Criteria', an international methodology (ISO/IEC 15408 and ISO/IEC 18045) for Evaluation and Certification.

The objective of the Common Criteria is to provide a methodology to support, in an objective way, assurance that IT products and systems[2] in their user environment meet their security specification. To achieve this objective the Common Criteria defines:

- The requirements IT products and systems shall meet;
- The requirements manufacturers of IT products and systems shall meet;
- The working method of evaluators to decide whether requirements are met;
- The way this can be certified.

Common Criteria for Information Technology Security Evaluation (CC)

Common Criteria ®

ORGANISATION INTERNATIONALE DE NORMALISATION

ISO

INTERNATIONAL ORGANIZATION FOR STANDARDIZATION

ISO/IEC 15408

1.1. Rationale and Scope

The Netherlands government appreciates the need of Dutch consumers to gain understanding in IT security products, and also manufactures (Dutch or otherwise) to make claims about the security functionality in their IT security products.

To deal with these needs, the Dutch government recognizes Common Criteria Certificates according to the international recognition arrangements that it signed up to. These are:

International recognition

The Common Criteria Recognition Arrangement [CCRA] has been signed by the Netherlands in May 2000 and provides mutual recognition of certificates based on the CC. Starting September 2014 the CCRA has been updated to provide mutual recognition of certificates based on cPPs (exact use) or STs with evaluation assurance levels up to and including EAL2+ALC_FLR. The current list of signatory nations and approved certification schemes can be found on: http://www.commoncriteriaportal.org.

European recognition

The European SOGIS-Mutual Recognition Agreement (SOGIS-MRA) version 3 effective from April 2010 provides mutual recognition of Common Criteria and ITSEC certificates at a basic evaluation level for all products. A higher recognition level for evaluation levels beyond EAL4 (resp. E3-basic) is

[1] NSCIB is the Dutch acronym for "Netherlands Scheme for Certification in the Area of IT Security".

[2] In the Common Criteria a system refers to a collection of products in a specific environment, e.g. the network of Pietersen Transport B.V.

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provided for products related to specific technical domains. This agreement was initially signed by Finland, France, Germany, The Netherlands, Norway, Spain, Sweden and the United Kingdom. Italy joined the SOGIS-MRA in December 2010. The current list of signatory nations, approved certification schemes and the list of technical domains for which the higher recognition applies can be found on: http://www.sogisportal.eu.

Following the initial recognition of Common Criteria Certificates from foreign countries, the Dutch government announced that it intended to issue Certificates itself that would be internationally accepted under the above mentioned international recognition arrangements. Therefore, the government has granted permission for setting up a Netherlands Scheme for the issuance of Common Criteria Certificates.

The Netherlands National Communication Security Agency (NLNCSA), which is part of the Ministry of the Interior and Kingdom Relations (BZK), was responsible for setting up of the Common Criteria Scheme in the Netherlands on behalf of the Dutch government. TÜV Rheinland Nederland has been asked to function as a Certification Body (CB) in this Scheme.

1.2. Scheme Status

The Netherlands Scheme for Certification in the Area of IT Security (NSCIB) is compliant with the requirements of both the international Common Criteria Recognition Arrangement (CCRA) and the European SOG-IS Mutual Recognition Agreement (SOG-IS).

1.3. Overview of an Evaluation / Certification Process

An Applicant (developer, distributor and/or user of an IT product/system) can apply at the CB for certification of this IT product/system. Subsequently, an evaluation shall be performed according to the Common Criteria of this IT product/system. This evaluation is performed by an independent evaluation laboratory. Such laboratory is internationally referred to as 'ITSEF' (Information Technology Security Evaluation Facility).

The ITSEF shall be licensed by the CB. The CB shall supervise every evaluation performed by the ITSEF.

On successful completion of an evaluation, the CB may decide to grant a certificate to the IT product/system. Certificates can be granted to IT products/systems, Protection Profiles, and Sites. These certificates will then be recognised internationally through the international agreements[3].

1.4. Editing, updating and circulation

The scheme documentation is reviewed regularly for potential updates. Updates of the scheme documentation are generally prepared by the Certifier, checked by the Scheme Administrator, approved by the head of the Certification Body and validated by the Scheme Supervisor (see also Part 4, Section 2.1, *Scheme Administrator*. The scheme documentation is distributed to the parties participating in the scheme and is also published on the website. All versions are stored by electronic means. The version of the scheme documentation that is published on the website is leading.

[3] TOE independent Site Certificates are not yet part of international recognition within CCRA and SOGIS MRA.

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2. Objectives and Tasks of the Netherlands Scheme

This chapter presents a brief overview of the objectives and tasks of the Netherlands Scheme for Certification in the Area of IT Security (NSCIB).

2.1. Objectives of the Netherlands Scheme

The objectives of the NSCIB are:

- Quality improvement of security specifications by means of actively promoting the use and writing of Protection Profiles (PP);
- Safeguarding the quality of IT products and systems, by means of their Certification;
- Stimulating the Certification of IT product and systems, in order to broaden the range of definitively safe products and systems;
- Stimulating the TOE independent Certification of Sites in order to reduce time and money for evaluations;
- Promoting the use of certified IT product and systems in order to improve the general level of IT security.

The Certification Body (CB) has an important role to play in the NSCIB. The CB shall be responsible for the Certification of Protection Profiles and Targets of Evaluation (TOE – an IT product or system) and also for the other tasks that are indicated in Section 2.2, *Tasks of the Certification Body*.

The existence of a CB is vital for (international) recognition of evaluation results. The CB is the basis for the assurance that:

- All ITSEFs shall operate according to the same high standards: impartial, no bias towards test results, repeatability, and reproducibility;
- The same criteria shall apply the same way so that correct and consistent results are delivered;
- The confidentiality of proprietary or other sensitive information shall be protected adequately.

2.2. Tasks of the Certification Body

The most important tasks of the CB are:

1. Authorising of the participation in the NSCIB of ITSEFs by means of licensing those ITSEFs;
2. Monitoring those ITSEFs, especially the way the ITSEFs apply and interpret the evaluation criteria;
3. Designing procedures to ensure that sensitive information about the TOEs and PPs under evaluation is handled appropriately and that it is secured;
4. Ensuring that the above mentioned procedures are used;
5. Where necessary, the issuance of additional regulations to ITSEFs;
6. Monitoring all running evaluations in the NSCIB;
7. Reviewing the evaluation reports that are produced during an evaluation to ensure that the conclusions are consistent with the supplied TOE and supporting documentation, and that the authorised evaluation criteria are used correctly;
8. Producing a Certification Report (CR) for every Evaluation completed;
9. Publicising the Common Criteria Certificates and the relevant Certification Reports;
10. Documenting the NSCIB, the organisation, its policy, rules, and procedures;
11. Publicising and keeping up to date of the above mentioned documentation;
12. Ensuring that the rules of the NSCIB are adhered to;
13. Putting into operation and, where necessary, amend the policy and regulations of the NSCIB;
14. Protecting the interest of all parties in the NSCIB.

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All of this is managed in an as much as possible efficient and effective way, by avoiding double work. The execution takes place according to the principles[4] of applicability, impartiality, objectivity, repeatability, reproducibility, and correctness.

2.3. Roles in the Netherlands Scheme

Figure 1-1 shows an overview of the relevant roles in the NSCIB. These can be broken down into the roles directly involved in the process: CB, ITSEF, Sponsor; and the role indirectly involved in the process: Developer.

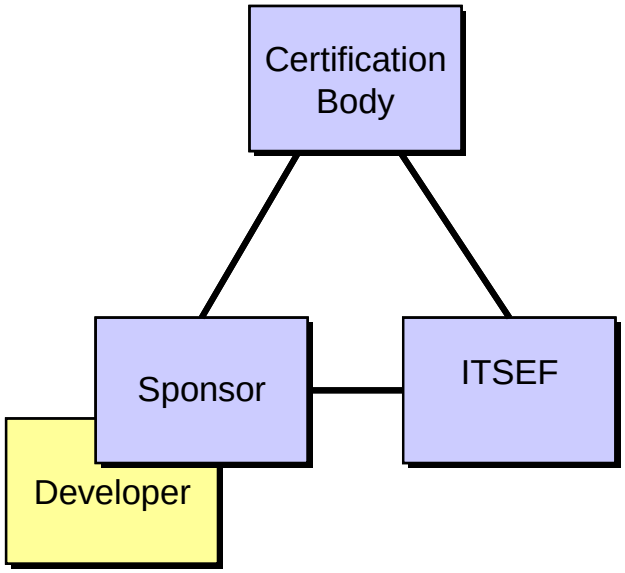

Figure 1-1, Roles in the Netherlands Scheme

2.3.1 Certification Body

The CB is the organisation authorised to issue Common Criteria certificates. In the NSCIB there is one CB operated by TÜV Rheinland Nederland with the support of BZK/NLNCSA. The tasks of the CB are described in Section 2.2, *Tasks of the Certification Body,* in this part of the document.

2.3.2 Evaluation Laboratory (ITSEF)

An ITSEF is an organisation that applies the criteria of the Common Criteria to a TOE of a Sponsor. Only an ITSEF licensed by a CB may perform Evaluations that can lead to a certificate under the NSCIB. The NSCIB allows for several ITSEFs to be licensed.

2.3.3 Sponsor

The Sponsor is the organisation that wants to have the TOE certified and pays for the Certification. A Sponsor communicates with an ITSEF about the concrete Evaluation of the TOE, and with the CB about certification of this evaluation. The Sponsor can be the Developer but this is not mandatory. For that reason the role of the developer has been defined separately. The NSCIB is open to all Sponsors - from The Netherlands as well as from foreign countries. However, restrictions may be placed on sponsors originating from countries not participating in the international recognition agreements defined in section 1.2, *Scheme Status,* in this part of the document.

2.3.4 Developer

The Developer is the organisation that develops and produces the TOE (design, building, testing, etc.). A certain TOE may have several developers. It is common practice, but not necessary, that the Sponsor and the Developer are one and the same party.

[4] See [CEM] Chapter 2 'Universal Principles of Evaluation' for a further definition of these notions.

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3. Documentation Overview

3.1. Assessment Criteria of the NSCIB

The assessment criteria of the NSCIB are published on the NSCIB website.

3.2. Basic Documents for Scheme Documentation of the NSCIB

[CCRA] *Arrangement on the Recognition of Common Criteria Certificates in the Area of Information Technology Security*, *July 2014*

[SOGIS-MRA] *Mutual Recognition Agreement of Information Technology Security Evaluation Certificates, version 3.0, January 2010*

[TÜV-KMS] *Kwaliteitsmanagementsysteem (Quality Handbook) TÜV Rheinland Nederland B.V.*

3.3. Documentation concerning the licensing of ITSEFs

[ISO17025] *General Competence Requirements for Test and Calibration Laboratories* (ISO/IEC 17025)

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4. Terminology

The terminology used in this chapter is in accordance with the terminology of the Common Criteria.

Advisory Board	The independent body set up by TÜV Rheinland Nederland to assess and control the accredited certification system.
Assessment Guidelines	The list of requirements, other than (harmonised) product standards, that the product or system must meet, established by the Advisory Board after proper consultation with all interested parties and that, following acceptance by TÜV Rheinland Nederland, serves as the criterion for the issuance of Certificates. In the NSCIB the Assessment Guidelines is the collection of requirements to be met by the PP or the TOE as defined by the Common Criteria [CC] and the relevant Methodology [CEM].
Board of Appeal	An independent Board established by the Advisory Board to deliver binding judgments to the management of TÜV Rheinland Nederland regarding appeals made by third parties against the performance in certification cases of TÜV Rheinland Nederland.
Certificate	A document issued by TÜV Rheinland Nederland in accordance with the rules of a certifying system to express legitimate confidence that a clearly described object of certification is in agreement with a given standard or Assessment Guidelines. In the NSCIB this means that by means of the Certificate, the CB shows that there is legitimate confidence that the TOE is in accordance with its Security Target (ST).
Certificate Holder	The organisation that has been granted a Certificate by TÜV Rheinland Nederland on the basis of the Certification Agreement and the results of the Product Certification. In the NSCIB the Certificate Holder is denoted as Sponsor.
Certification Agreement	An agreement defining the mutual rights and obligations of an certificate applicant or a Certificate Holder and of TÜV Rheinland Nederland.
Certification Body	An organisation authorised to issue Common Criteria Certificates. In the NSCIB this is TÜV Rheinland Nederland supported by BZK/NLNCSA.
Certification ID	The reference code to a certification process.
Certification Mark	A mark held by TÜV Rheinland Nederland that may be used by the Certificate Holder under the conditions of the Certification Agreement. In the NSCIB, the Certification Mark shall consist of the logo of TÜV Rheinland Nederland, and the right to use the Common Criteria Mark and/or SOGIS Mark. The conditions for use of the Common Criteria and SOGIS Mark are defined in [CCRA] and [SOGIS-MRA] respectively.

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Certification Report	A public domain report issued by the CB. This document summarises the results of an Evaluation. The report indicates that the Evaluation was performed correctly by the ITSEF and that Assessment Guidelines and the relevant Evaluation Methodology and other procedures have been applied, and, that the conclusion of the Evaluation Technical Report agrees with the investigated Developer Evidence.
Certification System	The rules and procedures for the control and implementation of the certification, further elaborated for products, processes, or systems indicated. This document refers for this purpose to the Netherlands Scheme for Certification in the Area of IT Security (NSCIB).
Certifier	The person that shall represent the CB during an evaluation.
Developer	The organisation that develops the TOE (design, building, testing, etc.). The Developer may be the same organisation as the Sponsor but it may also be a different organisation.
Developer Evidence	The collection of documents and equipment or software necessary to test a criterion.
Evaluation Technical Report	Final report about the application of all parts of the Assessment Guidelines to all Developer Evidence.
Evaluation Work Plan	Planning document for the evaluation. This document comprises a description of the evaluation approach, a schedule, the Developer and Evaluation evidence to be submitted, and other arrangements.
Intermediate Report	Interim report about the application of a part of the Assessment Guidelines to the relevant part of the Developer Evidence.
ITSEF	Information Technology Security Evaluation Facility. An organisation that applies the Assessment Guidelines to a PP or a TOE of a Sponsor. The ITSEF shall be licensed by the CB.
Management System	The organisational structure, responsibilities, procedures, processes, and facilities for quality assurance.
Organisation	The body that has the responsibility for a product mentioned in the Assessment Guidelines. In the NSCIB, Organisation is denoted as Developer.
Product Assessor	Staff member, or subcontractor of TÜV Rheinland Nederland who tests the results of the investigation against a given standard or the Assessment Guidelines and then advises the certification manager of TÜV Rheinland Nederland for certification. In the NSCIB, the Product Assessor is referred to as the Certifier and is a party appointed by the CB for giving technical support in the area of the Common Criteria and IT security, and, for supervising the evaluations of ITSEFs. In practice this person belongs to the Ministry of the Interior and Kingdom Relations (BZK), or is contracted as a commercial Certifier by TÜV Rheinland Nederland to operate under the supervision of BZK.

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Product Certification	The process that is the basis on which TÜV Rheinland Nederland states legitimate confidence that a clearly specified object for certification complies with a specific standard or Assessment Guidelines. In the NSCIB, the Product Certification refers to the process conducted by an ITSEF within the framework of the regulations of the Common Criteria, controlled by the CB.
Product Standard	Requirements to be satisfied by the product as specified in (harmonised) standards, formulated and accepted by officially recognised authorities. In the NSCIB, the Product Standard refers to the Common Criteria.
Protection Profile	An implementation independent collection of information security requirements for a type of TOE that corresponds to specific user needs.
Quality	Technical and functional requirements related to effectiveness, durability, and practical value of a product or a product group.
Review Report	Report by the CB, i.e. the Certifier, in which a judgement is given about the reports delivered by the ITSEF.
Security Target	A collection of information security requirements and specifications on which the evaluation of an identified TOE is based.
Site	A part of the development environment of one or more TOEs.
Sponsor	The party that initiates the Certification Process for the Evaluation of a PP or a TOE. The Sponsor communicates with the licensed ITSEF about the concrete Evaluation and with the CB about the Certificate and certification process.
Target of Evaluation	An IT product or system together with the relevant support and user documentation that is going to be evaluated.
TÜV Rheinland Nederland	The independent legal body established by TÜV engaged in certification.
TÜV	Technische Überwachungs Verein

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Table 1-1: Cross reference between different notions in Common Criteria and TÜV Rheinland Nederland

Notions Common Criteria	***Notions TÜV Rheinland Nederland***
Certification Body	*TÜV Rheinland Nederland*
Certification Report	-
Certifier	*Product Assessor*
Common Criteria	*Assessment Guidelines* *Certification Mark* *Quality* *Product standard*
Developer Evidence	-
Evaluation Evidence	-
Evaluation Technical Report	-
Evaluation Work Plan	-
Intermediate Report	-
ITSEF	-
NSCIB	*Certification Scheme*
Developer	*Organisation*
Protection Profile	*Product*
Review Report	-
Security Target	-
Sponsor	*Certification applicant* *Certificate Holder (when certificate issued)*
Target of Evaluation	*Product or System*

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5. Glossary

BZK	Ministerie van Binnenlandse Zaken en Koninkrijksrelaties, Ministry of the Interior and Kingdom Relations
CB	Certification Body
CC	Common Criteria
CCRA	Common Criteria Recognition Agreement
CR	Certification Report
ETR	Evaluation Technical Report
EWP	Evaluation Work Plan
IR	Intermediate Report / Intermediate Evaluation evidence
ITSEF	Information Technology Security Evaluation Facility
NLNCSA	Netherlands National Communication Security Agency
NSCIB	Netherlands Scheme for Certification in the Area of IT Security
NSI	Netherlands Scheme Instruction
NSP	Netherlands Scheme Procedure
PP	Protection Profile
RvA	Raad voor Accrediatie, Dutch Accreditation Counsel
ST	Security Target
TÜV	Technische Überwachungs Verein
TOE	Target of Evaluation

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Netherlands Scheme for Certification in the Area of IT Security (NSCIB)

Part 2 – Regulations Concerning a Certification

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1. Introduction

This part of the Scheme Documentation defines the conditions that apply to Certification Agreements that TÜV Rheinland Nederland enters into for the assessment of TOEs and PPs and the subsequent issuance of Certificates.

The CB will provide information, to any interested party, about this Certification Scheme, the TÜV Rheinland Nederland Advisory Board Regulations and the members of the Advisory Board.

TÜV Rheinland Nederland shall in principle be prepared to grant to Sponsors whose TOE or PP have been evaluated successfully according to the Common Criteria (CC), the right to use a TÜV Rheinland Nederland Certificate and the use of the Certification Mark. This Certification Mark shall consist of the logo of TÜV Rheinland Nederland, and the right to use the Common Criteria Mark and/or SOGIS Mark. The conditions regarding this right are defined by this Schema Documentation (Part 2), in the particular certificate, and in everything else that is explicitly agreed in writing between parties.

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2. Certification Process

This chapter gives an overview of the possible procedures that apply for the certification process. Depending on the nature of the evaluation, different procedures could apply as described in the following sections. However in all cases the evaluation shall be performed by an ITSEF that is licensed by the CB to operate under this scheme (see also part 3 - Licensing of an ITSEF).

2.1. First Evaluation of a TOE/PP

The certification process in which a TOE/PP is evaluated for the first time comprises three phases:

- The *preparation phase*: in which the formal application shall be submitted and processed, resulting in a signed Certification Agreement and an approved Evaluation Work Plan. The activities performed in this phase are described in detail in “NSP_01_Certification_Process”;
- The *monitoring phase*: in which the actual evaluation is performed under supervision of the Certification Body (CB), resulting in an Evaluation Technical Report (ETR). The scheme procedure “NSP_06_Alternative_Evaluator_Reporting” describes this phase in detail;
- The *certification phase*: in which the concluding actions are performed, resulting in a Certificate. The activities performed in this phase are described in detail in “NSP_01_Certification_Process”.

In each of these phases, the actors discussed in Part 1 are active.

2.2. Assurance Continuity procedure

Making any alterations to the TOE (inclusive of documentation) and thereby causing a change in the TOE identification (i.e. version number) shall cause the Certificate to be no longer applicable for that modified TOE. In accordance with the CCRA supporting document “Assurance Continuity: CCRA Guidelines” the sponsor can apply for either a re-certification or for assurance maintenance, depending on the nature of the changes. The activities performed in this process are described in detail in “NSP_01_Certification_Process”.

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3. Regulation for the Certification Process

3.1. Premature Termination of the Certification Process

The Certification process can be terminated prematurely by each of the three parties: CB, Sponsor, and ITSEF.

3.1.1 By the Certification Body

If:

- The Sponsor seriously or repeatedly fails to meet the Delivery Plan, or
- The Sponsor fails to pay the invoices or advance invoices in time (see Section 3.5, *Cost of Certification*),
- The ITSEF seriously or repeatedly fails to meet the Evaluation Plan, or
- The quality of the Intermediate Reports is insufficient, or if the Intermediate Reports have to be corrected too often.

If in the opinion of the CB the likelihood of a positive Certification result is at risk, the CB may decide:

- To contact the Sponsor and/or to make inquiries;
- To warn the Sponsor and/or ITSEF that if this situation persists the Certification Process shall be terminated;
- To terminate the Certification Process. In this case the CB shall inform the Sponsor and the ITSEF about the termination, in writing, including their motivation for this.

If the CB terminates the Certification Process, the CB shall not accept a new Application for a renewed TOE, unless the Sponsor demonstrates that sufficient measures have been taken to improve the issues that were reason for termination.

3.1.2 By the Sponsor

The Sponsor may terminate the Certification Process at all times by informing the ITSEF and the CB in writing without prejudice to its obligation to pay the expenses already incurred by the CB.

3.1.3 By the ITSEF

The ITSEF may, at all times, terminate the Certification Process by informing the Sponsor and the CB in writing. It is expected that this situation is covered by the contract between Sponsor and ITSEF but this is beyond the responsibility of the CB. Should the Sponsor desire to start a new Certification with a new ITSEF then the Sponsor shall have to submit a new Application. Re-use of results obtained at that time shall be agreed in the EWP as part of the new Certification Agreement.

3.2. Configuration Management of Documents

All documents as identified in “NSP_01_Certification_Process” shall be filed for the time of the validity of the Certificate. After expiration, all documents shall be archived for a period of 5 years. All documents shall be stored by the CB except the Developer Evidence which is stored by the ITSEF.

3.3. Impartiality

The Sponsor shall not be permitted, under any name or title whatsoever, to induce or attempt to induce CB or ITSEF staff and other staff employed by TÜV Rheinland Nederland who, in the course of their duties, may have become acquainted with information as a result of implementing the Certification Agreement, to act as consultants, nor shall it appoint such staff as its consultants within two years after termination of their employment.

3.4. Confidentiality

The CB shall ensure, by any and all means available to it, that all staff and all other external experts involved in certification, shall agree to confidentiality towards third parties about all information which may come to their knowledge in the course of implementing the Certification Agreement.

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The ITSEF shall arrange its own pledge of confidentiality with the Sponsor and/or the Developer. The ITSEF shall submit this pledge to TÜV Rheinland Nederland when so required.

The following security measures apply:

- The security of the ICT-infrastructure of the CB and the ITSEF shall be in accordance with the value of the information that has to be secured.
- The CB, the Sponsor and the ITSEF shall take measures to ensure verifiable confidentiality and integrity of the information exchanged. This shall apply to the Developer evidence (inclusive Security Target), Evaluator Evidence, Evaluation Technical Reports, and Review Reports, which are exchanged between parties.

  The scheme instruction “Exchange and Handling of proprietary information” defines how the confidentiality and integrity of the information is achieved.

Other regulations are at least covered by ISO/IEC 17025.

3.5. Cost of Certification

TÜV Rheinland Nederland shall charge the Sponsor the cost of the certification investigation based on the quotation submitted while deducting the originally invoiced advance. The final invoices shall be paid within thirty (30) days after receipt.

If the Applicant fails to settle the (advance) invoice in time, TÜV Rheinland Nederland may suspend or cancel the Certification Agreement. A Certificate shall only be issued after all outstanding invoices have been paid in full.

Unless stated otherwise, all amounts stated in TÜV Rheinland Nederland's tender are exclusive of Value Added Tax (VAT).

The validity of a Certificate is 5 years.[5] Remarks:

- The Certificate shall expire when the TOE is altered in which case a new Certificate has to be applied for.
- In case of withdrawal or not granting a Certificate, no credit invoice shall be sent out.
- The certification activities in Monitoring Phase of the Certification process shall not commence unless the Sponsor has paid the invoice.

3.6. Regulations concerning Sub-contractors

The regulations of the [CCRA] concerning sub-contractors are as follows:

Where Participants propose to involve contractors in the implementation and operation of this Arrangement, particularly the procedures set out in Annex D or in Annex G.3 or G.4 or Annex H of this Arrangement [CCRA], they should ensure that these contractors have appropriate expertise and should notify the other Participants. Protected information should be passed to contractors only with the agreement of the originator, as laid down in Annex F.4.

The above regulations concerning sub-contractors is comparable to the related regulations of the [SOGIS-MRA]:

Where Participants propose to involve contractors in the implementation and operation of this Agreement, they shall ensure that these contractors have appropriate expertise. Contractors shall not be responsible to carry out the procedures set out in Annex D, in Annex G or in Annex H of this Agreement. Protected information shall be passed to contractors only with the agreement of the originator, as laid down in Annex F.4.

[5] The validity of a Site Certificate is 2 years.

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4. Regulation Concerning Certificates

4.1. Certificate

Granting Certificates shall be based on the positive outcome of the certification investigation. A positive Evaluation result is vital and related to the acceptance of the ETR by the CB.

On the basis of the Certifiers recommendations and a check whether all outstanding invoices have been paid in full, TÜV Rheinland Nederland shall decide whether the Sponsor is qualified to receive a Certificate and use the Certification Mark.

If the results of the certification investigation are negative, TÜV Rheinland Nederland shall decline certification while providing written reasons for such decision.

The Certificate shall list the following:

- the Sponsor's name and address
- identification of the certified product or product group[6]
- the standard or Assessment Guidelines governing the Certification investigation
- the date of issue
- the period of validity

4.2. Obligations of the Sponsor

The Sponsor shall ensure that all TOEs delivered with reference to the Certificate and/or the Common Criteria Marks, manufactured or produced by the companies specified in the Evaluation Technical Report, conform to the specifications in the Certificate at delivery.

The Sponsor shall provide a copy of the concerned Certificate as well as a copy of the CR and the ST to every purchaser requesting so.

The Certificate only concerns the version of the TOE that was considered during the Certification Process. The certificate does not concern earlier versions of the TOE, parts of the TOE, and systems of which the TOE is part of.

Every alteration to the TOE results in a new version of the TOE not concerned in the Certificate. A Certificate for this new version may only be obtained by re-certification (see Section 2.2, Assurance Continuity procedure).

The Certificate only concerns the version of the Common Criteria and Common Evaluation Methodology Assessment Guidelines that were used during the Certification Process. A Certificate according to a new version of the Common Criteria and/or the relevant Methodology [CEM] can only be obtained by re-certification (see Section 2.2, Assurance Continuity procedure).

4.3. Use of the International Certification Marks

TÜV Rheinland Nederland may grant Sponsors the right to use the Certification Mark.

Any actions against third parties to protect the Certification Mark shall be undertaken by TÜV Rheinland Nederland with the provision that Sponsors entitled to the use of this mark may submit a joint claim with TÜV Rheinland Nederland, or that TÜV Rheinland Nederland may include its interest in any claims against third parties.

Additionally TÜV Rheinland Nederland shall protect the use of the international CCRA and SOGIS marks against unauthorised use by third parties. The conditions for use of the Marks are defined by the [CCRA] and [SOGIS-MRA]. The figure below illustrate these Marks.

Figure 2-4, The CCRA and SOGIS Marks

[6] or certified Site

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4.4. Fees

The Sponsor shall pay TÜV Rheinland Nederland a fee for the right to use the Certificate and the Certification Mark as well as the costs of setting up and maintaining the Scheme. Payment of such fee is due on TÜV Rheinland Nederland's invoice, see Section 3.5, *Cost of Certification*.

The amount of the fee shall be determined by TÜV Rheinland Nederland and shall be specified in the Certification Agreement.

4.5. Audit

Audits are parts of the Certification Process. The Scheme complies with the international practice to conduct no additional periodical audit after issuing the Certificate. However, the following exception applies:

- There is a complaint giving ground to serious doubt about the specified characteristics and pre-conditions of the TOE as described in the Certification Report.

In this case the audit shall be carried out by or on behalf of the CB. The Sponsor shall fully cooperate with the audit. It shall provide the CB with the required samples, equipment, and information, free of charge, and it shall grant investigation of the records of complaints about the certified product.

The severity of any deviations revealed by audits shall determine whether or not the CB will impose disciplinary measures.

In case of deviations, as referred to above, the Sponsor shall indicate and specify to the satisfaction of the CB any corrective measures taken and the procedures followed for any deviating goods or products.

4.6. Complaints

It is the responsibility of the Sponsor to inform the CB about relevant vulnerabilities in the TOE that have been found after the date of certification. Additionally, if the TOE has been altered, the procedures for re-certification apply (see Section 2.2, *Assurance Continuity procedure*).

The Sponsor shall record and immediately inform the CB of serious or structural purchasers' complaints about the certified products. The Sponsor shall record any and all complaints and the corrective measures taken with respect to the product for which a Certificate has been granted.

In the event of the Sponsor and the purchaser being unable to reach agreement on a complaint concerning products supplied with the Certification Mark, the CB shall investigate the nature and the details of the shortcoming observed, and report to the complainant and the Sponsor. The cost of this procedure may be charged to the party found to be at fault.

A complaint found to be justified may result in a further discussion between the CB and the Sponsor about changes in the internal quality control system or the quality system and, if necessary, in disciplinary measures.

If the Sponsor is found to have supplied certified products not meeting the relevant specification, the Sponsor shall promptly inform the purchasers, taking these products back if so requested.

The CB shall not participate in any discussions on the financial consequences of products supplied with the TÜV Rheinland Nederland Mark not meeting the quality standards, unless expressly so requested by both the purchaser and the Sponsor, with the CB receiving full reimbursement of expenses.

4.7. Disciplinary Measures

In case of a justified complaint the CB has the right to initiate the following disciplinary actions:

- A warning to the Sponsor in writing and/or
- Withdrawal of the Certificate.

Such an action shall be communicated with the Sponsor.

The Sponsor may submit an appeal to the Board of Appeal against the decisions of the CB within thirty (30) days after receipt of the notice.

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4.8. Termination and Suspension of the Certification Agreement

If either party has seriously failed in the performance of one or more obligations of the Certification Agreement and the conditions laid down therein, the other party shall be entitled to terminate with immediate effect the Certification Agreement because of this mere fact. In other cases termination of the Certification Agreement may only take place on the final day of any month, subject to three-month notice.

In case of one party wishing to terminate the Certification Agreement, this party shall notify the opposite party in writing, stating reasons, while mentioning the date on which termination is to be effective, thus cancelling the Certificate.

Cancellation shall leave unimpaired the Sponsor's financial obligations toward TÜV Rheinland Nederland. Also, after termination, TÜV Rheinland Nederland's confidentiality shall remain in force.

In the event of the Sponsor failing to meet its obligations, the CB may decide to suspend the Sponsor's right to use TÜV Rheinland Nederland's product Certificate, Certification Mark or the International Certification Marks. The CB's decision to suspend shall become effective upon TÜV Rheinland Nederland's notice to the Sponsor, by registered or certified mail, while stating its reasons.

On satisfactory evidence being provided that the previously observed failure of compliance with obligations has been permanently removed by the Sponsor, the CB shall lift the suspension.

The CB shall be entitled to remove the entry from the certified products list on the NSCIB website and any other international website to reflect its decision to terminate the Certification Agreement and to suspend the Sponsor's right to use TÜV Rheinland Nederland's Certificate, Certification Mark or the International Certification Marks.

On termination of the Certification Agreement as well as on suspension of the Sponsor's right to use the Certificate, Certification Mark or the International Certification Marks granted by TÜV Rheinland Nederland, the Sponsor shall refrain from any use thereof as of the date that the termination or suspension became effective and shall not in any way convey the impression that it is still entitled to such use, all this subject to an immediate penalty of € 12,500 (twelve thousand five hundred euros) in the event of a violation of this stipulation, plus € 2,500 (two thousand five hundred euros) per day for each day of such violation.

Within thirty (30) days after receipt of the notification the Sponsor may appeal to the Board of Appeal against the CB's decision of termination or suspension.

4.9. Publicity

In the NSCIB a distinction is made between different kinds of publications depending on the phase of the Certification Process.

4.9.1 Prior to the start of the Certification Process

Parties shall not associate the TOE with the CB (or parties within the CB) until a Certification Agreement has been entered into.

4.9.2 During the Certification Process

The Sponsor may, for the time that he has a Certification Agreement with the CB, publicly state that his TOE is 'under Common Criteria certification', possibly provided with details such as the ST Assurance Level.

The CB shall publish (on the NSCIB website) an overview of all TOEs for which a Certification Agreement is active, unless the Sponsor objects in the application or during the kick-off meeting.

4.9.3 Following granting a Certificate to the Sponsor

The Sponsor is free to publish its right to use the Certificate and the International Certification Mark for the TOEs referred to in the Certification Agreement. The Sponsor requires permission from the CB for publications in which the CB (or parties within the CB) is related to the TOE in any other way. The content of the Certification Report shall only be made available to third parties unabridged and in the original language. No written permission by the CB is required.

The CB shall publish (on the NSCIB website) an overview of all TOEs that have been certified by the CB, and per TOE:

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- The Certification Report
- The ST

unless the Sponsor objects, in which case the Certificate cannot be recognised under the international recognition arrangements and the right to use the international certification marks (see section 4.3, *Use of the International Certification Marks*) is forfeited.

The NSCIB website will link to applicable international lists of certified TOEs and PPs. NLNCSA as participant in the international agreements CCRA and SOGIS MRA shall regularly update the NL entries to these lists.

4.10. Validity of a Certificate

The period of validity of the Certificate starts on the date of issuance and terminates if:

- The Certification Agreement is terminated because the Sponsor no longer complies with the conditions that the CB imposes under the Scheme Documentation (Part 2);
- The period of validity expires i.e. after the expiry date mentioned on the Certificate.

During the period of validity, the Sponsor shall immediately inform the CB if there were any alterations made to the certified version of the product or if he becomes aware of relevant vulnerabilities that have been found after the date of certification. If so, re-certification is required and the CB reserves the right to revoke the certificate's status.

4.11. Liability

TÜV Rheinland Nederland shall not be liable for any loss incurred by the Sponsor resulting from the use of a Certification Agreement or its termination, or in the event of TÜV Rheinland Nederland showing culpable negligence in implementing its obligations for direct losses to the client up to a maximum of the amount owed by the client for the certification procedure.

The Sponsor shall hold the CB harmless against any claims by third parties regarding defects in the TOE certified by the CB.

4.12. Objections and Appeal

TÜV Rheinland Nederland shall set up a Board of Appeal in charge of judging appeals against decisions or measures taken by the CB, particularly against:

- rejection of an Application;
- disciplinary action;
- termination or suspension;
- not entering into a Certification Agreement.

The procedure for approaching the Board of Appeal, the manner in which a judgment is to be arrived at and announced, are laid down in the Regulations of TÜV Rheinland Nederland's Board of Appeal.

The Sponsor may appeal against a negative certification decision within thirty (30) days observing the procedure laid down in the Regulations of the TÜV Rheinland Nederland Board of Appeal.

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5. Assessment Guidelines Common Criteria

5.1. Definitions and Amendments

The Assessment Guidelines used in the NSCIB for the certification of security in TOEs are the Common Criteria for Information Technology Security Evaluation (CC), the relevant Common Evaluation Methodology (CEM) as well as internationally agreed Supporting Documents and Netherlands Scheme Instructions [NSI].

The Common Criteria, their methodology and their Supporting Documents shall be specified by an international group of experts, as defined by [CCRA] or [SOGIS-MRA]. This international group shall also decide on the release of any new versions.

When this group releases a new version of the CC, the CEM, or Supporting Documents, then these shall immediately become binding for all evaluations starting from that date on. For running Evaluations this is decided on an individual basis by the CB in cooperation with the Sponsor and ITSEF.

If the CB decides on a new Netherlands Scheme Instruction, then this shall immediately become binding for all evaluations starting as of that date. For running Evaluations this is decided on an individual basis by the CB in cooperation with the Sponsor and ITSEF.

5.2. Unclarity in the Assessment Guidelines Common Criteria

If any unclarity in the assessment guidelines arises during an Evaluation, the CB, Sponsor, and ITSEF shall find an acceptable interpretation of the criterion. If the unclarity is not TOE specific, a change request may be sent to an international group of experts. If the ITSEF, Sponsor, and CB are unable to decide on an acceptable interpretation, the ITSEF shall submit an Request for Interpretation (RI) at the CB. The CB shall then make a binding judgement about the interpretation, based on comparable cases.

If the CB cannot answer the RI based on comparable cases the CB shall, after making the Request anonymously, ask other ITSEFs, other CBs, or the international group of experts to make a judgement. The CB shall make binding judgement based on the received interpretations.

The interpretation shall be added to the Netherlands Scheme Instructions.

The interpretation may, to the discretion of the CB, be presented to the international group of experts for validation. If they change the interpretation then this new interpretation shall be binding rendering the old interpretation null and void.

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6. Additional Stipulations

Any dispute arising between parties in connection with the Certification Agreement, or as a result of other agreements arising thereby, which cannot be settled by mutual consent or do not fall within the competence of the Board of Appeal, shall be settled in accordance with the laws of The Netherlands by competent courts in The Hague.

Any disputes shall be governed in accordance with the laws of The Netherlands.

The CB reserves the right to alter the regulations as defined in the NSCIB Scheme Documentation. Sponsors having concluded a Certification Agreement shall be kept informed of any alterations in the regulations if these alter the conditions of their Certification Agreement. Sponsors not agreeing with the alterations shall be deemed to have terminated their Certification Agreement, whereupon the CB will cancel the Certificate.

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Netherlands Scheme for Certification in the Area of IT Security (NSCIB)

Part 3 – Licensing of an ITSEF

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1. Introduction

In this part of the Scheme Documentation, the conditions that apply for a Licensing Agreement that a Certification Body (CB) enters into with an ITSEF are defined. Only ITSEFs that have a license from the CB are authorised to perform Evaluations under the CB.

The CB requires the following from the ITSEF to be licensed:

1. The ITSEF shall have a demonstrable functioning quality system;
2. The ITSEF shall employ staff having demonstrable general technical skills, IT skills, and Common Criteria knowledge;
3. The ITSEF shall be demonstrably able to handle the Common Criteria and the Common Evaluation methodology;
4. The ITSEF shall demonstrate that the organisation, the staff, and the processes are sufficiently secure.

This part of the Scheme Documentation defines how the conformance of ITSEFs to the above requirements can be assessed.

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2. Demonstrable Quality

The ITSEF shall have a demonstrable functioning quality system.

2.1. Conformance to this Requirement

An ITSEF conforms to this requirement if it has an ISO/IEC-17025 accreditation with relevant scope, meaning a scope sufficiently related to IT Security Testing, either related to the Common Criteria or not.

The CB shall assess whether the scope is sufficient; if not, then the scope shall be broadened to the extent deemed sufficient by the CB.

Obtaining the ISO/IEC-17025 Certificate is in principle beyond the scope of these regulations, and is a matter between the ITSEF and an internationally recognised accreditation body (in The Netherlands: the Dutch Accreditation Counsel, RvA). However, the CB can support this process by:

- Acting as an expert
- Accepting the test evaluation (see Section 4, *Demonstrable Application of Assessment Guidelines*) as a test performance for the ISO/IEC-17025 accreditation.

2.2. Maintaining Conformance to this Requirement

Maintaining conformance to ISO/IEC-17025[7] by an ITSEF is an absolute condition for retaining the license.

An ITSEF shall keep the CB informed, without delay, of all changes (e.g. cancellation) in its ISO/IEC-17025 accreditation status. The CB shall subsequently contact the body that has cancelled the ISO/IEC-17025 accreditation to be informed about the reasons. Based upon these reasons, the CB shall decide to:

- Either, suspend the Common Criteria license until the ISO/IEC-17025 has been granted anew. Any Evaluations run by the concerned ITSEF shall also be suspended and no new Applications shall be considered by this ITSEF. The CB shall inform the relevant Sponsors about the suspension. The CB shall also agree with the ITSEF a period of time in which the accreditation shall be obtained anew. In case this is not obtained, the Common Criteria shall be suspended and the procedure below shall apply.
- Or, suspend the Common Criteria if it is deemed improbable that the ITSEF will obtain the ISO/IEC-17025 accreditation anew within a reasonable time. All running Evaluations shall be terminated according to the procedure in Section 3.1.1, *By the Certification Body*, from Part 2 of the Scheme Documentation.

[7] Or, when this standard is replaced, the successor.

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3. Demonstrable Competence and Skills

> The ITSEF shall employ staff having demonstrable general technical skills, IT skills, and Common Criteria knowledge.

3.1. Conformance to this Requirement

This requirement is partly fulfilled by the ISO/IEC 17025 accreditation that supervises the possession of competence and skills. The CB is responsible for ensuring that the ITSEF employs evaluators that have a general knowledge of the Common Criteria. This can be achieved in one of the following ways:

- The CB organises a CC training course;
- An external or third party that is approved by the CB organises a CC training course.

The CC training course is concluded with an examination organised under the responsibility of the CB. A candidate can only become a licensed Evaluator by passing this exam.

Generally, the course is only started when the ITSEF is relatively well on its way with the ISO/IEC-17025 accreditation or when this has been completed.

Should ITSEF staff have done an alternative course with a different CB, the CB may decide to recognise this course as being equivalent. ITSEF staff that have done this course are, in that case, not obliged to do the course.

When a new ITSEF applies at the CB for a licence, the ITSEF shall:

1. Ensure that all staff that are going to conduct evaluations do a CC course,
2. Submit a Licensing Work Plan to the CB,
3. Submit a Training Plan to the CB for all staff with the ITSEF. This plan shall include the knowledge that has already been built up. For staff involved in technical areas (i.e. staff participating in evaluations rather than staff involved in the 'business' of running the ITSEF), the Training Plan will describe the technical competences of each staff member. NLNCSA technical experts will review the plan and state if any ITSEF staff members should receive additional training within the following year. Particular attention must be paid to detailing the competences of staff members involved in product types "smart card and similar devices" and "hardware devices with security boxes" and their competences in the areas of RNG evaluation, cryptography, side channel assessments and formal methods.
4. The CB shall decide whether this knowledge is sufficient.

3.2. Maintaining Conformance to this Requirement

Maintaining conformance to this requirement shall be tested according to the following points:

- Adhering to ISO/IEC-17025 by the ITSEF is an absolute condition for retaining the license.
- The quality of the IRs and the ETR shall be tested during the Monitoring Phase of the Certification Process (see Part 2, Section 2.1, *First Evaluation of a TOE/PP*).
- Relevant complaints to the CB about the ITSEF.

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4. Demonstrable Application of Assessment Guidelines

The ITSEF shall be demonstrably able to handle the Common Criteria and the Common Evaluation methodology in general. Furthermore the ITSEF shall be demonstrable able to handle the Common Criteria and Common Evaluation methodology as specified in Supporting documents for the technical domains the license is meant for.

4.1. Conformance to this Requirement

To conform to this requirement, the ITSEF shall perform a Test Evaluation of a Test TOE with Test Documentation, to be delivered by the CB. This Evaluation shall have an Assurance Level of EAL3+. The Test Evaluation shall be performed completely according to the procedures in Part 2, with one exception: the Evaluation evidence shall be evaluated only once instead of until passing Evaluation evidence.

Generally, the Test Evaluation shall only be started when:

- At least 3 ITSEF staff members have completed a CC training course successfully;
- A documentation investigation as part of the ISO/IEC-17025 accreditation has been completed successfully. The ITSEF shall submit the results of this documentation investigation.

If the ITSEF has performed an alternative Test Evaluation or a real Evaluation with a different CB for EAL3+ or a higher Assurance Level, in which staff of the CB was involved, then the CB may decide to recognise this Evaluation as being equivalent to its own Test Evaluation. An ITSEF that has done such an alternative Test Evaluation is, in that case, not obliged to do the Test Evaluation.

4.2. Maintaining Conformance to this Requirement

Maintaining conformance to this requirement shall be tested according to the following points:

- The quality of the IRs and the ETR shall be tested during the Monitoring Phase of the Certification Process (see Part 2, Section 2.1, *First Evaluation of a TOE/PP*).
- Every ITSEF staff member allowed to work as an Evaluator shall take part in at least one (1) Common Criteria Evaluation per year.
- Every ITSEF shall employ a minimum of three (3) Evaluators, who have - at least - done the CC training course.
- Yearly the CB shall perform an audit to verify the ITSEFs capabilities for the technical domains it has be licensed for.

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5. Demonstrable Security

> The ITSEF shall demonstrate that the organisation, the staff, and the processes are sufficiently secure.

5.1. Conformance to this Requirement

To conform to this requirement the ITSEF shall submit a Security Document to the CB. This document shall define the way the ITSEF facilitates:

- Confidentiality of Sponsor and CB information.
- Integrity of documents and reports.

Special attention shall be paid to electronic storage and exchange of information. The Security Document shall be part of the Quality Documentation according to ISO/IEC-17025.

The security shall be in accordance with the Security Requirements for TOE Developers in relation to achieving a certain EAL (ALC_DVS). The CB shall decide whether this security is sufficient.

5.2. Maintaining Conformance to this Requirement

Maintaining conformance to this requirement shall be tested according to the following points:

- Adhering to ISO/IEC-17025 by the ITSEF is an absolute condition for retaining the license.
- Relevant complaints to the CB about the ITSEF.

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6. The Licensing Process

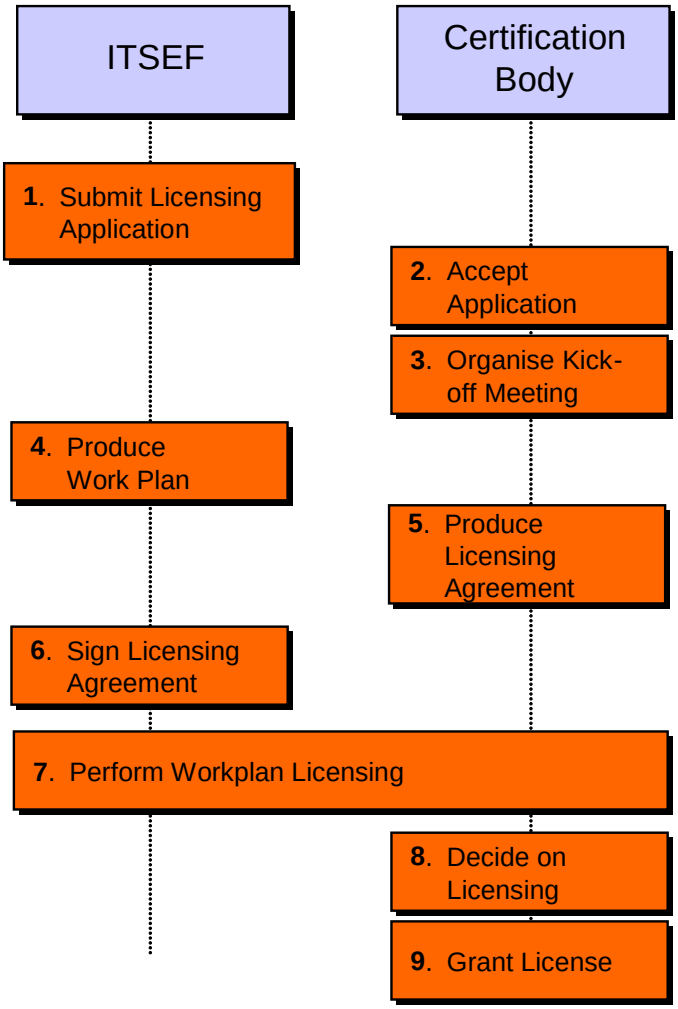

Figure 3-1, Activities and Actors in the Licensing Process

6.1. Start of the Licensing Process

The Licensing Process shall start with the submission at the CB of an Application by the ITSEF. The CB shall assess the Application on the following points:

- Existing Quality Procedures;
- Existing IT knowledge and skills;
- Existing acquaintance with Common Criteria;
- Existing Security Procedures;
- A Licensing Work Plan containing the realised steps to evolve from the existing situation to a licensed Evaluation Facility.

In case the CB rejects the Application, it shall send to the ITSEF a notification about this matter, in writing, including their motivation for this. The options for making an appeal are described in Part 2, Section 4.12, *Objections* and Appeal.

When an Application has been rejected, the CB shall not consider a renewed Application of the same ITSEF, unless the ITSEF can plausibly argue that the issues that led to the rejection of the earlier Application, have been dealt with.

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If the CB accepts the Application, then the CB shall confirm this to the ITSEF in writing and at the same time inform the ITSEF about the Licensing-ID[8] and the assigned Certifier[9].

6.2. Kick-off Meeting

The CB shall subsequently organise a Kick-off Meeting with CB and ITSEF. At this Kick-off Meeting the following items shall be discussed:

- Information to the ITSEF, to ensure that this is aware of the Licensing Process, the roles, the responsibilities, and the cost;
- The status of the ITSEF in relation to the ISO/IEC-17025 accreditation (or possibly similar accreditations obtained earlier such as ISO-9002);
- The status of the ITSEF in relation to training (has a regular or an alternative course been done) to enable the CB to adapt its course;
- The status of the ITSEF in relation to the Test Evaluation (has a regular or an alternative Test Evaluation been done) to enable the CB to adapt its Test Evaluation;
- The preliminary Licensing Work Plan, addressing the three requirements: ISO/IEC-17025, training, and Test Evaluation;
- The draft Licensing Agreement, in which the above shall be defined by contract.

6.3. Licensing Agreement

Following the Kick-off Meeting the CB shall produce a Licensing Agreement and send this to the ITSEF. This Licensing Agreement is a quotation for performing the Licensing. The CB may reserve the right not to enter into a Licensing Agreement, unless the CB has an obligation to do so. The CB shall send to the ITSEF a motivated notification about this matter. The options for making an appeal are described in Part 2, Section 4.12, *Objections* and Appeal.

The CB reserves the right to reject the Licensing Agreement after all when this is returned later than thirty (30) days after sending out to the ITSEF.

6.4. Execution

ITSEF and CB shall subsequently execute the Licensing Plan until the ITSEF fulfils all of the requirements, or until the process is terminated prematurely.

6.5. Licensing

When the ITSEF fulfils all of the requirements, according to the CB's judgement, the CB shall license the ITSEF by issuing a License. From that moment on, the ITSEF is authorised to perform Evaluations under the NSCIB.

In the License it shall clearly be stated for which Technical Domains the ITSEF is authorised to perform Evaluations under the NSCIB.

If the ITSEF wants to be licensed for a new Technical Domain, a Test Evaluation with a suitable product has to be performed in order to demonstrate the skills in the new technical domain (see also paragraph 4.1.)

6.6. Prematurely Termination of the Licensing Process

The Licensing Process can be terminated prematurely by both parties: ITSEF and CB.

6.6.1 By the CB

If either of the following conditions apply:

- The ITSEF seriously or repeatedly fails to meet the Licensing Plan;

[8] The reference to the Licensing Process of this ITSEF.

[9] The contact of the CB during the Licensing Process.

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- Not the minimal 3 ITSEF staff members pass the course examination;
- The Test Evaluation is not up to level;

If in the opinion of the CB the likelihood of a positive Licensing result are at risk, the CB may decide:

- To warn the ITSEF that if this situation persists the Licensing Process shall be terminated;
- To terminate the Licensing Process. In this case the CB shall inform the ITSEF about the termination, in writing and with a motivation.

If the CB terminates the Licensing Process, the CB shall not accept a new Application for the same ITSEF, unless the ITSEF can plausibly argue that the issues that led to the rejection of the earlier Application, have been dealt with.

6.6.2 By the Evaluation Laboratory (ITSEF)

The ITSEF may, at all times, terminate the Licensing Process by informing the CB in writing.

6.7. Publication

In the NSCIB a distinction is made between different kinds of publications depending on the phase of the Licensing Process.

6.7.1 Prior to the Licensing Process

The ITSEF shall not associate itself with the CB (or parties within the CB) until a Licensing Agreement has been entered into.

6.7.2 During the Licensing Process

The ITSEF may, for the time that it has a Licensing Agreement with the CB, publicly state that it is ‘under Licensing’ with the CB, possibly provided with details.

The CB shall publish (on its website) an overview of all ITSEFs for which a Licensing Agreement is active, unless the ITSEF objects.

6.7.3 Following obtaining the Licence

The ITSEF is free to publish that it has been licensed under the NSCIB.

The CB shall publish (on its website) an overview of all ITSEFs that have been licensed by the CB.

The CB shall regularly add this overview to applicable international lists of licensed ITSEFs.

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7. Maintenance of the Licence

7.1. Continuation of the License

In order for the ITSEF to continue their license the following information needs to be provided:

- An ITSEF is required to submit a copy of the ISO/IEC-17025 certificate to the CB subsequent to any changes to the previous ISO/IEC-17025 certificate in order to demonstrate its compliance to section 2.2, *Maintaining Conformance to this Requirement* (Demonstrable functioning quality system).
- An ITSEF is required to annually submit a list to the CB describing the qualified evaluators currently employed by the ITSEF and their associated "General and Specialised IT" competences in order to demonstrate compliance to section 3.2, *Maintaining Conformance to this Requirement* (Demonstrable competence and skills).
- An ITSEF is required to annually submit a list to the CB describing the qualified evaluators currently employed by the ITSEF and their associated "Common Criteria and Common Evaluation Methodology" competences in order to demonstrate compliance to section 4.2, *Maintaining Conformance to this Requirement* (Demonstrable application of assessment guidelines).
- An ITSEF is required to inform the CB of changes to its technical infrastructure and measures employed to enforce security in order to demonstrate compliance to section 5.2, *Maintaining Conformance to this Requirement* (Demonstrable security).

The Certification Body will perform an annual formal technical assessment of the ITSEF focussing on the verification of the technical competence of its personnel and test equipment within the scope of assurance levels beyond EAL4 in the technical domains for which the CB is internationally qualified. The scheme reserves the right to involve technical experts related to specific tasks such as formal methods, smart card attacks and cryptographic assessments.

The scheme instruction "Demonstrable Application of Assessment Guidelines" defines how the ITSEFs capabilities to handle the Common Criteria and Common Evaluation Methodology is maintained by the CB.

7.2. Suspension and Termination of the License

In case either the Certification Body or ITSEF wishes to terminate the license, the relevant party shall notify the opposite party in writing, stating reasons, while mentioning the date on which termination is to be effective.

If an ITSEF fails in meeting the requirements for maintaining their license, the Certification Body shall be entitled to suspend the license. The Certification Body will provide an advance indication of their intention of suspension (e.g. multiple warnings) with the possibility to solve the issues before taking a formal decision on suspension of the license. The Certification Body's decision to suspend shall become effective on the date of communication to the ITSEF by registered or certified mail. The communication notice will state the Certification Body's reasons and the period of time the ITSEF is granted to address the failure to meet the requirements.

During the period that an ITSEF's license is suspended, the certification body will not accept any new certification applications for evaluations that will be performed by said ITSEF.

Once satisfactory evidence being provided that the previously observed failure of compliance with requirements has been permanently removed by the ITSEF, the Certification Body shall lift the suspension. Failure to provide satisfactory evidence within the suspension time period shall result in termination of the license.

The Certification Body shall be entitled to publish its decision to terminate the license (on its website) and to request to removal of the ITSEF from applicable international lists of licensed ITSEFs.

The options for making an appeal are described in Part 2, Section 4.12, *Objections* and Appeal.

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Netherlands Scheme for Certification in the Area of IT Security (NSCIB)

Part 4 – Roles in the Certification Body

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1. Introduction

This part of the Scheme documentation describes for the NSCIB, the activities, the obligations, and the rights of the Certification Body (CB) insofar as these are no part of the Certification or the Licensing Process.

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2. Roles in the CB

The roles in the CB can be distinguished into:

- Scheme Administrator
- Board of Appeal
- Certifier
- Scheme Supervisor
- Certificate Issuer
- License Issuer

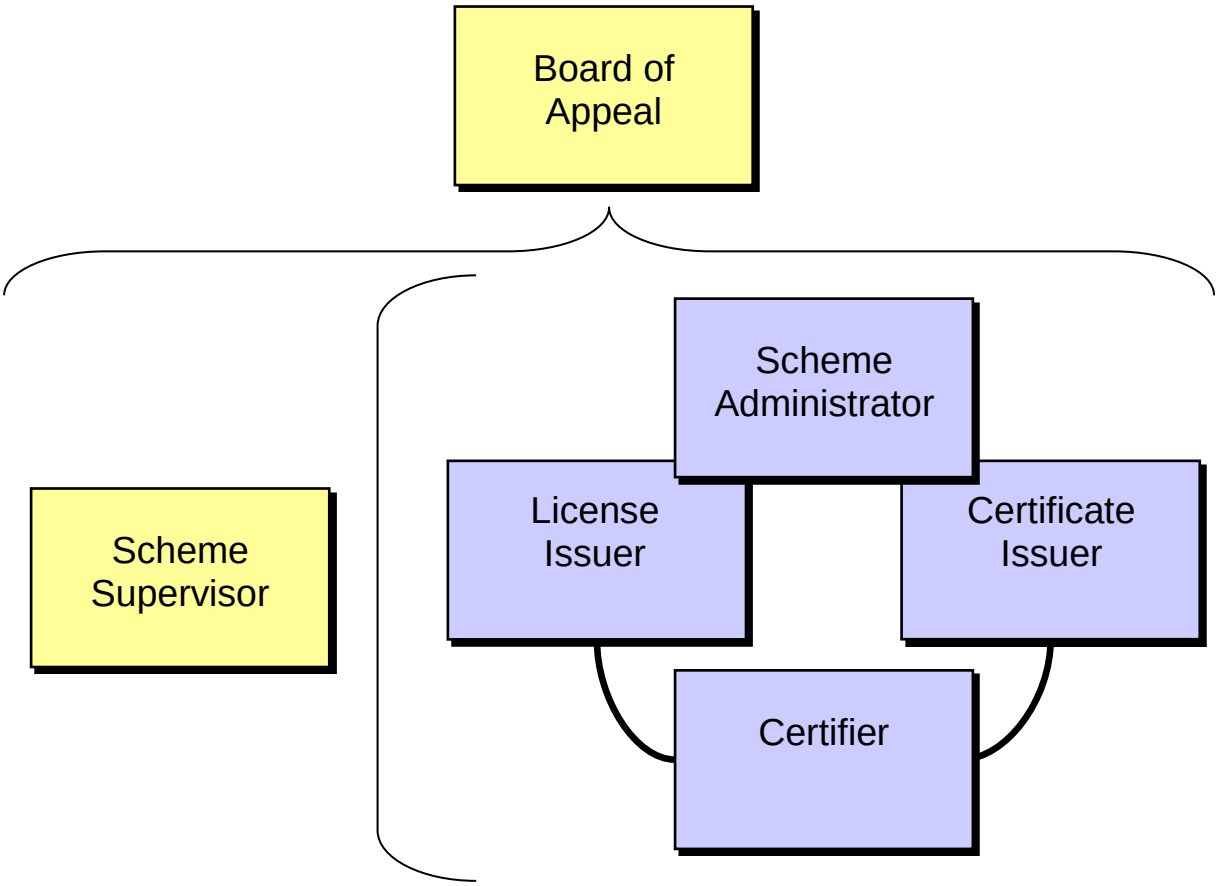

Figure 4-1, Roles in the CB

2.1. Scheme Administrator

This role shall be performed by TÜV Rheinland Nederland, an organisation that administrates several Schemes and conforms to ISO/IEC 17065.

The Objective of this role is to warrant the continuity of the NSCIB and to maintain the relevant Quality System. The Administrator has the following tasks:

- Managing contractual matters with Sponsors and ITSEFs;
- Ensuring that Certification and Evaluation Processes are performed correctly. This includes a periodical scheme audit;
- Maintenance and Publication of the NSCIB regulations and the related documents including (updates to) the Scheme Documentation.

Once a year, the scheme documentation is reviewed for potential updates. Updates of the scheme documentation are generally prepared by the Certifier, checked by the Scheme Administrator, approved by the head of the Certification Body and validated by the Scheme Supervisor.

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2.2. Board of Appeal

This role shall be performed by a Board of Appeal established by the Advisory Board of TÜV Rheinland Nederland. This role operates independently of other roles.

The objective of this role is to give binding judgements about Appeals lodged by third parties concerning the functioning of the CB with regard to Certification matters of the NSCIB.

Part 2 of this Scheme Documentation describes the cases for which the Board of Appeal may be called in.

2.3. Certifier

This role shall be performed by a staff member of the Ministry of the Interior and Kingdom Relations, Netherlands National Communication Security Agency, or someone that operates under their supervision. The representative of the BZK/NLNCSA who delivers expertise to the TÜV Rheinland Nederland shall be independently authorised to give judgements. The relationship between BZK/NLNCSA and TÜV Rheinland Nederland shall be based solely on Certification Activities.

The objective of this role is to support the Issuer of Certificates in making assessments concerning the content of Evaluations performed under the NSCIB. The Certifier shall monitor the Evaluations by the licensed ITSEFs of the NSCIB according to the scheme instruction “Performing technical oversight” and has the following tasks:

- Validating certification applications and licensing applications;
- Organising Kick-off Meetings at the start of a Certification or a Licensing Process;
- Review of the Evaluation Work Plan (EWP) and its updates as produced by the ITSEF;
- Review of Evaluation evidence and/or Reports produced by the ITSEF, i.e. IRs, and ETRs;
- Giving advice to the Issuer of Certificates on IRs and ETRs. This advice may mean acceptance or modification of documents;
- Giving advice whether a Certificate for a certain Application shall be granted or not by composing a Certification Report. Only when a positive advice is given (no objection against granting a Certificate) may TÜV Rheinland Nederland grant a certificate;
- A statement, indicating that the Certifier has neither taken part in the assessment in the Evaluation nor in the development of the TOE, will accompany the positive advice (no objection against granting a Certificate);
- Issuing Netherlands Scheme Instructions in case of an unclarity in the Assessment Guidelines that is not covered by International Interpretations;
- Organising meetings between the licensed ITSEFs about the interpretation of criteria or a certain way of working of the licensed ITSEF. The Scheme Administrator shall be informed about this;
- Preparing updates of the scheme documentation;
- Participating in commissions in which the content of the Common Criteria is discussed.

In addition the Certifier will assure the reliability of the performed activities of each ITSEF according to the scheme instruction “Demonstrable Application of Assessment Guidelines”

The tasks, the mutual responsibilities, and the way of working between TÜV Rheinland Nederland and the Certifier is formalised by contract.

Demonstrable competence is required for performing this role. To make sure that CC certifications are being performed by qualified personnel, the scheme instruction “Qualification of NSCIB personnel performing technical oversight” is applicable.

The reliability and the integrity of the representative of the BZK/NLNCSA is warranted by either the national security screening that this representative has passed successfully or a written and signed pledge of confidentiality.

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2.4. Scheme Supervisor

This role shall be performed by the Advisory Board of TÜV Rheinland Nederland. A representative of the BZK/NLNCSA shall be a member of the Advisory Board and he supplies his expert knowledge in the field of the Assessment Guidelines. This role operates independently of other roles.

The objective of this role is to assess and monitor the NSCIB. This includes:

- validating updates of the scheme documentation;
- ensuring that the scheme continues to share the objectives mentioned in the International recognition agreements;
- reviewing the results of the scheme audits.

Part 2 of this Scheme Documentation describes in which cases the Advisory Board shall come into action.

2.5. Certificate Issuer

This role shall be performed by TÜV Rheinland Nederland.

The objective of this role is to issue Common Criteria certificates to Sponsors with a PP, IT product or System, when

- The PP, IT product or System has been successfully evaluated by a licensed ITSEF, and
- The Certifier has accepted the ETR and provided a positive certification advise.

The Issuer of Certificates has the following tasks:

- Taking a formal Certification Decision;
- The Issuance of Common Criteria Certificates;
- Monitoring correct use of the TÜV Rheinland Nederland Logo and the International Certification Marks;
- Monitoring correct use of Common Criteria Certificates;
- Publication and filing of running Evaluations;
- Publication and filing of certified PPs, IT Products and Systems (inclusive of the relevant documents ST, CR, ETR).
- Ensuring that the content of Common Criteria certificates complies with the [CCRA] and [SOGIS-MRA] requirements.

2.6. License Issuer

This role shall be performed by TÜV Rheinland Nederland.

The objective of this role is to issue licenses to ITSEFs that conform to the requirements described in Part 3 of this Scheme Documentation.

The Issuer of Licenses has the following tasks:

- Taking a formal Licensing Decision;
- Monitoring correct use of NSCIB licenses;
- Publication of the ITSEFs associated with the NSCIB.

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3. Internal Quality Processes

The Internal Quality Processes required for the CB are defined by the Baseline Document ‘Kwaliteitsmanagementsysteem’ [TÜV-KMS]. These shall be used for the NSCIB as much as possible. The NSCIB documentation is binding for CC Evaluations and shall prevail in case of contradictions.

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4. International Recognition of Certificates

One of the objectives of the NSCIB is the recognition of Common Criteria Certificates issued by the TÜV Rheinland Nederland on the basis of the [CCRA] and the [SOGIS-MRA]. Both TÜV Rheinland Nederland and BZK/NLNCSA have the responsibility to ensure that all obligations defined by the [CCRA] and [SOG-IS] are performed in the NSCIB. In addition shall BZK/NLNCSA for this purpose facilitate the following:

- Taking part in the Management Committee of each respective Recognition Agreement;
- Taking part in the relevant sub-committees;
- Taking part in any other relevant meetings or conferences;
- Arrange that Certification Marks may be used in The Netherlands and that the Certification Marks are protected by law.

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