

Regulations of fees
for certification services provided by the Certification Body under the IT
Security Evaluation and Certification Scheme - PC1

§ 1.

Scope of the Regulations

These Regulations set out the rules for charging for certification services provided by the Certification Body under the IT Security Assessment and Certification Scheme - PC1.

§ 2.

Definitions

Terms used in the Rules of Procedure shall mean:

- a) **Certification Body** - Naukowa i Akademicka Sieć Komputerowa - Państwowy Instytut Badawczy (NASK-PIB), entered in the Register of Entrepreneurs of the National Court Register under number 0000012938, accredited by the Polish Centre for Accreditation (No. AC223);
- b) **Laboratory** (ITSEF) - an accredited entity licensed or approved by the Certification Body to conduct cyber security evaluations in the IT Security Evaluation and Certification Scheme;
- c) **Client** - a natural person, a legal person or an organisational unit without legal personality, who has an agreement with the Certification Body for the provision of certification services while having a signed agreement for the provision of evaluation services with the Laboratory. A client is also an entity applying for a certificate, which has submitted an Application for Certification;
- d) **Rules of Procedure** - these Rules of Procedure;
- e) **IT Security Evaluation and Certification Scheme** (Scheme) - a certification programme established by the Certification Body that sets out the rules for obtaining IT security certification by having a product assessed against the Common Criteria for Information Technology Security Evaluation standard;
- f) **Common Criteria Certificate / Certificate** - a document confirming the product's compliance with the Common Criteria for Information Technology Security Evaluation standard (equivalent to EN ISO/IEC 15408);
- g) **Agreement** - an agreement for the provision of certification services concluded between the Certification Authority and the Client for the provision of certification services;
- h) **Contract** - a certification contract concluded between the Certification Body and the Client after the Certification Body has issued a Certificate, the subject of which is the mutual obligations arising from the Certification Body's issuance of a Certificate for the Client's product;
- i) **Application for Certification (Application)** - a document submitted by the Client to the Certification Body before the commencement of the certification process;
- j) **Base salary** - the average monthly salary in the business sector, according to which the fee on the Certification Application is determined;

- k) **Register** - a register of issued, suspended, suspended, suspended and revoked certificates, which is maintained by the Certification Body and published on the website <https://www.nask.pl/Certyfikacja> under the tab "List of certificates".

§ 3.

General Provisions

1. The Certification Body charges the following fees:
 - a) a fee for processing the application for certification
 - b) certification fee;
 - c) a fee representing reimbursement of reasonable costs;
 - d) fees resulting from the Certification Body's supervision over the issued Certificate, i.e. the fee for processing the application for renewal of the Certificate and making an entry about the suspension in the Register and the fee for issuing a duplicate Certificate;
 - e) a fee for processing the application for verification of the scope of the certificate and a fee for performing the reassessment activities.
2. The fees referred to in the preceding paragraph, except the fee referred to in paragraph c), shall be calculated concerning the average monthly salary in the enterprise sector published monthly on the website of the Central Statistical Office at <https://stat.gov.pl/sygnalne/komunikaty-i-obwieszczenia/> determined as at the date of submission of the Application for Certification.
3. Fees shall be paid to the Certification Body's bank account number 28 1750 0009 0000 0000 0094 9997 with BNP Paribas Bank Polska Spółka Akcyjna.
4. Each charge will be increased by the amount of VAT due, at the rate set by law in force at the date of issue of the invoice.
5. The customer is obliged to pay the VAT invoice within 30 days of receipt.
6. The fees referred to in paragraph 1 are non-refundable.

§ 4.

Fee for processing an Application for Certification

1. To start the process towards obtaining a Certificate, the Customer must submit an Application. A template for the Application can be found at <https://www.nask.pl/Certyfikacja>.
2. It is the Client's responsibility to accompany the Application with proof of payment of the processing fee, which is 50% of the Base Remuneration. The fee shall be paid to the bank account of the Certification Body indicated in the Regulations.
3. That hathat an Application is submitted without payment of the processing fee or contains deficiencies, the Application shall not be processed, and the Certification Body shall notify the Client by sending him/her a notice to supplement the deficiencies. In such a situation, the Client shall supplement the deficiencies according to the summons within the deadline specified therein.
4. A duly submitted and paid Application for Certification is subject to verification by the Certification Body.
5. The Certification Body informs the Client of the result of the verification of the Application.

6. If the Application is granted, the Certification Body sends a draft Agreement to the Client. If the Application is refused, the Certification Body notifies the Client.
7. All correspondence between the Certification Body and the Client shall take place at the address indicated in the Application.

§ 5.

Certification fee and fee representing reimbursement of reasonable costs

1. The certification is carried out based on a Contract.
2. The performance of certification shall be subject to a certification fee, the amount of which shall be individually determined in the Agreement, with the proviso that the maximum unit fee shall be determined concerning the Base Remuneration by the conditions set out in paragraph 3 of this section.
3. The certification fee paid to the Certification Body may not exceed, in the case of certification in the IT Security Assessment and Certification Scheme:
 - a) three times the Base Salary - in the case of certification to EAL1 level without additional classes;
 - b) six times the Base Salary - in the case of certification to EAL2 level without additional classes;
 - c) ten times the base salary - in the case of certification at EAL3 level without additional classes;
 - d) 20 times the Base Salary - in the case of certification at the EAL4 level without additional classes;
 - e) thirty times the Base Salary - for certification at a level above EAL4 for products in the defined technological areas of the SOG-IS agreement (SOG-IS MRA Technical Domains¹);
 - f) Fifty times the Base Salary - for certification at a level above EAL4 for products outside the defined technology areas;
 - g) five times the Base Salary - in the case of certification extended by additional classes, i.e. going beyond the package defined by the EAL level for each class above the package.
4. In special cases where the estimated amount of work considerably exceeds the values adopted in paragraph 3, the Certification Body reserves the right to make an individual assessment of the certification fee.
5. The certification fee shall be charged by the 15th day of the month following the month in which the Agreement has been signed by both Parties. The amount of the fee is determined by the Agreement.
6. The fee constituting reimbursement of reasonable costs is obligatory, with the proviso that if certification takes place within the borders of the City of Warsaw, the fee is not charged. The fee comprises travel costs from the Unit's head office to the place of manufacture of the certified product and back, as well as the cost of on-site accommodations.

§ 6.

Other charges

¹ https://www.sogis.eu/uk/tech_domain_en.html

1. The Certification Body supervises the Common Criteria Certificate issued. In the specific cases referred to in the Contract, the Client may incur the following fees:
 - a) Fee for processing an application for the suspension of a certificate and making an entry for renewal in the Register - 50% of the Base Remuneration;
 - b) The fee for the issuance of a certificate duplicate or a change in certificate details is PLN 300 for each issued certificate duplicate or changed certificate.
2. In the specific cases referred to in the Contract, the Client may incur the following charges:
 - a) a fee for processing the request for verification of the scope of the certificate of 50% of the Base Remuneration;
 - b) a fee for performing reassessment activities, depending on the level of certification (EAL) - up to 50% of the number of certification fees set out in § 5(3) of the Regulations.
3. The activities giving rise to the aforementioned fees shall be carried out at the request of the Customer and submitted in the manner specified in the Contract. To the applications referred to in paragraph 1 and paragraph 2(a), the Customer is obliged to attach proof of payment of the fee for the activity to which the application relates. Failure to enclose proof of payment of the fee shall result in the application for the activity covered by the fee being left unconsidered, of which the Certification Body need not notify the Client.
4. For the fees set out in paragraphs 1(a) and (b) and paragraph 2(a), the Certification Body shall issue VAT invoices by the 15th day of the month following the month in which the Client has submitted the corresponding request to the Certification Body. For the fee referred to in paragraph 2(b), VAT invoices shall be issued by the 15th day of the month following the month in which the Client has accepted, by way of a reply to an email from the Certification Body, the need for a reassessment and the associated costs.

§ 7.

Final Provisions

1. The Certification Body shall inform the Client of the change to the Regulations at least 3 months in advance at the address indicated in the Agreement or Contract. A change in the Regulations about the number of fees during a billing period does not alter the number of fees payable to the Certification Body during that period.
2. The amended Terms and Conditions are binding on the Customer if the Customer does not terminate the Agreement or the Contract within 2 weeks of being informed of the amendment.
3. In matters not regulated by these Regulations and the Agreement or Contract, the provisions of Polish law shall apply.
4. The regulations are effective from the date of coming into force.