**EMC Systems Pty Ltd**

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**AGENCY AGREEMENT BETWEEN**

**EMC SYSTEMS Pty Ltd AND ……………………[ importer]…………………….**

**for**

**REGULATORY COMPLIANCE MARK (RCM) LABELLING OF [insert product details]….**

I, [name], the authorised officer of [company name] (**the Importer**) do hereby declare that I have read the information contained at the following URLs relating to the Australian Communications and Media Authority (ACMA) and the Electrical Regulatory Authorities Council (ERAC) guidance on the use of the RCM label.

<http://www.acma.gov.au/Industry/Suppliers/Product-supply-and-compliance/Steps-to-compliance>

<http://www.erac.gov.au/index.php?option=com_content&view=article&id=102&Itemid=551>

<http://www.fairtrading.nsw.gov.au/ftw/Businesses/Product_safety/Electrical_articles.page>?

I understand that the RCM mark is protected by copyright and ACMA/ERAC regulations, and may only be used with the written authority of the ACMA or under a written agreement with the Responsible Supplier, EMC Systems.

By signing this agreement, the parties agree to, and understand that;

1. EMC Systems accepts full responsibility for the Australian regulatory compliance of the products listed in Attachment 1 (**the Products**) in accordance with the ACMA Electromagnetic Compatibility (EMC) regulations, the Telecommunications Act and the Radiocommunications Act 1992. Electrical Safety regulations under the Electrical Equpment Safety Scheme (EESS) are not covered by this agreement and if applicable, it is the Importer’s responsibility to comply with any applicable elctrical safety regulation or standard. A separate agreement and consultancy is required if the product includes equipment that is in the scope of the ERAC.
2. EMC Systems will prepare and maintain the Compliance Folder in compliance with the ACMA EMC regulations, the Telecommunications Act and the Radiocommunications Act 1992.
3. EMC Systems will perform the services set out in this Agreement using due care and skill as provided provided in law.
4. EMC Systems is a registered supplier for the purposes of compliance with the labelling requirements of the ACMA EMC, EMR, Radicommunications and Telecommunications regulations. The RCM is applied to approved products under the terms of this Agreement between EMC Systems, the Manufacturer and the Importer.
5. EMC Systems permits the supply, sale or marketing of the labelled product only in relation to the Products (and as amended by the parties in writing from time to time)
6. This Agreement does not include approval for marketing wireless transmitters or telecommunications products in New Zealand.
7. The Importer shall not change or modify the labelled product, in anyway without the prior written permission of EMC Systems.
8. If the product is sold in high volume and is not intended for general consumers, the Importer shall allow EMC Systems to examine the product for the purposes of verifying that it is identical to the product that was approved.
9. The Importer shall immediatley notify EMC Systems of any complaint relating to non-compliance, interference, or suspected interference to communications, caused by a labelled Product.
10. The Importer shall notify EMC Systems immediately when they become aware of an impending regulator audit or a request for information by an the regulator.
11. EMC Systems agrees to hold and treat all information supplied by the Importer as confidential and to not disclose such information to any third party except where required by law and will immediately notify the Importer of such disclosure.
12. The Importer agrees to not disclose any information relating to this agency supplier agreement to any third party, other than the regulator, except as required by law.
13. The Importer agrees to not disclose the existence of this agreement to any other party except as required by law.
14. EMC Systems will only have the authority to do acts on behalf of the Importer as authorised by this Agreement.
15. If the parties want to vary this Agreement, they must do so by a document executed by both parties.

Insert Attachment 1 – The Products. Please use the name on each DoC for each product.

Signed --------------------------------------- Signed: ……………………………….

Name: Chris Zombolas

Title/Position:Technical Director Name:

Title/Position:

EMC Systems Pty Ltd Company Name:

ABN: 50 068 406 995 ABN:

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