Architecture Tool Certification

Certification Policy

Version 1.0

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Comments relating to the material contained in this document may be submitted to:

The Open Group
Apex Plaza
Forbury Road
Reading
Berkshire, RG1 1AX
United Kingdom

or by electronic mail to:

ogspecs@opengroup.org

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1. OVERVIEW

1.1 Introduction

This document defines the policies that govern the operation of the Architecture Tool certification programs – currently covering TOGAF 9 and subsequent versions, and ArchiMate Version 1.0 and subsequent versions. These policies define what can be certified, what it means to be certified, and the process for achieving and maintaining certification. These policies also define the obligations on product suppliers, including a requirement for the Supplier to warrant and represent that the product meets the applicable Conformance Requirements, which include conformance to the applicable TOGAF 9 or ArchiMate specification(s) as applicable and as interpreted by The Open Group from time to time.

This document is intended primarily for Suppliers who would like to certify a product. This policy – in conjunction with the applicable Product Standards, Certification Agreement, and Trademark License Agreement (TMLA) – constitutes the set of requirements and obligations for achieving certification. Buyers intending to procure Certified Products will also find this document useful for understanding what they can expect from a Certified Product.

The TOGAF 9 and ArchiMate Tool certification programs both have a single level of certification. Within the applicable Conformance Requirements there may be a number of mandatory and optional features for a tool. If applicable, a certified tool must support all of the mandatory requirements and may support one or more of the optional features. Where the program has mandatory and optional features, the Conformance Statement will describe them.

The Open Group Architecture Tool certification programs are voluntary programs; participation is at the Supplier's option.

1.2 Migration

Not applicable.

1.3 Terminology and Definitions

This table defines terms or clarifies the meaning of words used within this document. Where an acronym is also used, it is provided in parentheses.

| Applicant	A Supplier who is in the process of having a product certified.
Certificate	A document issued to a Supplier formally declaring that a product has successfully met the requirements for certification and thus is considered a Certified Product.
Certification Agreement	The agreement between the Applicant and the Certification Authority that defines the certification service to be provided and contains the legal commitment by the Applicant to the conditions of the certification program.
Certification Authority (CA)	The organization that manages the day-to-day operations of the certification program in accordance with the policies defined in this document. The Open Group acts as the Certification Authority for Architecture Tool certification.

Certification Program Guide	The document that describes the processes for how a Supplier achieves certification for a product. The guide is used in conjunction with this policy document. The guide provides detailed instructions on the steps a Supplier must take to get a product certified and where to obtain relevant information and documents.
Certification Register	The official list of all Certified Products, which is maintained by the Certification Authority and made available via the Internet.
Certification System Deficiency (CSD)	An agreed error in the Certification System that is inhibiting the certification process. A Certification System Deficiency is one possible outcome of a Problem Report.
Certification Trademark	The Open Group's applicable certification logo or other marks as designated from time to time by The Open Group.
Certified Product	A product that has successfully completed the certification process and for which the Supplier of such product has been notified in writing by the Certification Authority that certification has been achieved and for which such certification is still in force.
Conformance Requirements	A definition of the mandatory and optional behavior or functionality a product must implement in order to be considered conformant. In some programs this may take the form of a list of all possible behaviors with no distinction between mandatory and optional behavior.
Conformance Statement	The Supplier's documented set of claims describing precisely the way in which the product meets the Conformance Requirements, including, if applicable, which optional features are supported. It also provides a precise identification of the Certified Product.
	The questionnaire that the supplier completes is known as a Conformance Statement Questionnaire (CSQ).
Interpretation (INT)	Decision made by the Specification Authority that elaborates or refines the meaning of the applicable specification, or a standard referenced therein. An Interpretation is one possible outcome of a Problem Report.
Problem Report (PR)	A question of clarification, intent, or correctness of a specification, or the web-based Certification System, which, if accepted by the Specification Authority, will be resolved into an Interpretation or Certification System Deficiency, respectively.
Product Standard	The document in which Conformance Requirements are specified for a particular type of product, and against which products may be certified in the program. There will be one Product Standard for each type of product to be certified.
Specification Authority (SA)	The Open Group Architecture Forum which is responsible for developing, maintaining, and interpreting the specification(s).
Supplier	A product vendor who is interested in, applying for certification in, or has certified a product in the Architecture Tool certification program. During the period in which a Supplier is going through the certification process to get a product certified, the Supplier may be referred to as an Applicant.
Trademark License Agreement (TMLA)	The agreement between the Supplier and The Open Group, which contains the legal commitment by the Supplier to the conditions for use of the applicable Certification Trademark.

2. CERTIFICATION PROCESS

This section defines the process a Supplier must follow to achieve certification for a product.

The parties involved in the certification process are:

- Applicant or Supplier
- Certification Authority
- Specification Authority
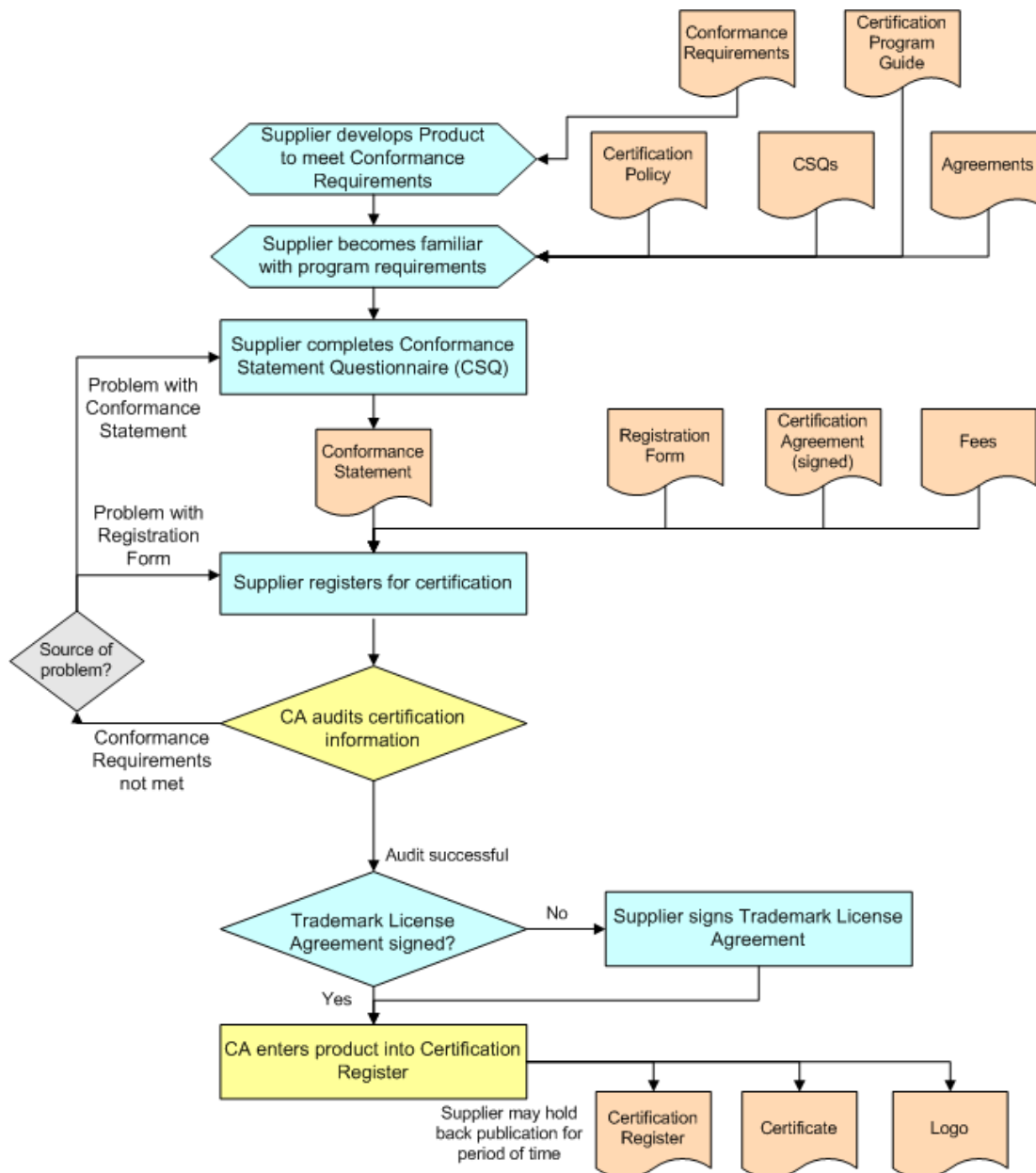
2.1   Preparation for Certification

The objective of the TOGAF 9 and ArchiMate Tool certification programs is to encourage and facilitate the development and market availability of products that meet the applicable specification(s).

Prior to registering for certification, the Supplier should perform internal development and quality assurance to ensure the product meets the applicable Conformance Requirements and is ready for entry into the certification program.

If during the certification process, during the preparation phase, or subsequently, a Supplier encounters a problem that inhibits or will inhibit the certification or compliance with the Conformance Requirements, they may submit a Problem Report as described in Section 9. The Certification Authority is the sole interface with the Applicant for problem reporting. The Specification Authority may also be involved in determining the resolution.

In addition, the Supplier must become familiar with the certification program and the requirements for certification. The Supplier should review this policy document, the applicable Conformance Requirements, any agreements that are part of the program, and other related information such as the Certification Program Guide. All information and documents related to the TOGAF 9 and ArchiMate Tool certification programs are available on the Certification Authority's web site.

2.2   Registering for Certification

The first step in the certification process is the Applicant registers a product for certification via the web-based Certification System by providing information on the Applicant's organization and the product to be certified. Registration also requires acceptance of the Certification Agreement and remittance of the applicable certification fee.

The Certification Authority will review the submission to ensure that it is complete and correct. If an error or inconsistency is found, the Applicant will be required to correct any problems before the certification process can continue.

2.3   Conformance Statement

The Applicant must produce a Conformance Statement to describe the product and the way in which it meets the Conformance Requirements. The Conformance Statement is produced when the Applicant completes a Conformance Statement questionnaire (CSQ). The Conformance Statement contains information about the product (e.g., version, operating environment), which features and options the Applicant claims the product supports, and any other required information. It should also contain any configuration information necessary to set up and configure the tool to meet the Conformance Requirements.

2.4   Audit

The Certification Authority will check to ensure the submitted certification information, including the registration information, and Conformance Statement, demonstrates that the product meets the applicable Conformance Requirements. The Certification Authority will perform the audit of all certification-related information within six (6) business days of receiving a complete submission. The audit by the Certification Authority is not a technical assessment of the capabilities of a tool, but a check that the

information required for certification is complete and correct. If there is an error in the submitted information, the Applicant will be informed. Any problems must be corrected before the certification process can continue.

2.5   Certification Trademark

If the Applicant has not previously completed a Trademark License Agreement (TMLA) for use of the TOGAF 9 or ArchiMate Tool certification trademark (as applicable), it must be completed at this stage. The Certification Authority's web site will contain information on how to obtain and complete the TMLA.

2.6   Notification and Publication of Certification

The Certification Authority will notify the Applicant in writing of the audit result.

If the result is success, and there is a TMLA in place, the Certification Authority will issue a Certificate to the Applicant and enter the product into the applicable Certification Register. Certificates are made available electronically. The Applicant will also be notified that the TOGAF 9 or ArchiMate Tool certification trademark, as applicable, may now be used in connection with the Certified Product, according to the terms defined in the license agreement.

Applicants have the option to keep certification confidential for a defined period of time, as described in Section 11.3. During this period, the product will not be included in the Certification Register, the Certificate will not be issued, and the Supplier may not use the applicable certification trademark with the Certified Product.

If the audit indicates that the Conformance Requirements have not been met, the Certification Authority will reject the certification registration and report the discrepancies with the Conformance Requirements. The Applicant may undertake corrective action and re-submit the necessary certification materials. One resubmission is permitted within a single certification registration. Any resubmission must be made within 60 calendar days unless the Certification Authority grants an extension.

3. CONFORMANCE

3.1 Conformance Requirements

It is an explicit condition of certification that the Supplier warrants and represents that the Certified Tool conforms to the applicable TOGAF 9 Tool Conformance Requirements or ArchiMate Tool Conformance Requirements.

The Conformance Requirements are a precisely defined and documented set of requirements against which products may be assessed and certified, including requirements for conformance to the applicable technical and process requirements as interpreted by The Open Group from time to time.

The Conformance Requirements documents also include the labels to be used in connection with the Certification Logo, detailed technical and process Conformance Requirements, and a summary of any migration issues to the current Conformance Requirements from any previous version.

3.2 Versions

From time to time, The Open Group will issue new versions of the TOGAF 9 and/or ArchiMate Specifications.

Products are certified against a particular version of the applicable specification as defined in the Conformance Requirements. The Conformance Statement for a product shall describe the precise version of the Specification against which a Product is certified.

If an update to the specifications is released, Suppliers may at their option update their products to align with any revised material and include any new behavior as required by the updated Conformance Requirements.

3.3 Conformance Statement

A Conformance Statement is the Supplier's documented set of claims describing precisely the way in which the product meets the Conformance Requirements, including which optional features are supported. A Conformance Statement will describe which conformance categories the product supports. It also provides a precise identification of the Certified Product. It includes details on the specific configuration used to validate conformance, in sufficient detail to enable the results of any assessment to be reproduced. A Conformance Statement is produced by completing the relevant Conformance Statement Questionnaire (CSQ).

Conformance Statements are submitted to the Certification Authority as part of the registration process for certification. It is the responsibility of the Supplier to ensure that the information supplied in the Conformance Statement is correct and complete. The Conformance Statement will be included in the Certification Register entry for the product once it is certified.

Suppliers must ensure that the Conformance Statement of a Certified Product is kept accurate and up-to-date. Changes to the Conformance Statement of a Certified Product may only be made by the Certification Authority. If the Supplier wishes to change administrative details such as contact names,

addresses, etc., the Certification Authority will make these changes upon request. Any other change, such as to a product name or one affecting the conformance of the Certified Product, is subject to the requirements in Section 7.

4.   OBLIGATIONS OF SUPPLIERS OF CERTIFIED PRODUCTS

4.1   Achieving Certification

Certification is awarded to those products that have successfully completed the certification process by meeting the applicable Conformance Requirements and any other requirements for certification (for example, the pre-requisite to have an applicable commercial license in place). Certification is effective once the Certification Authority provides written notice to the Supplier that certification has been achieved. Such product is then considered a Certified Product.

Claims of certification may only be made in relation to Certified Products. Claims of certification may not be used with products that have not completed the certification process, or that have been withdrawn from the certification program.

As a condition of certification, the Certification Agreement requires the Supplier to agree to the policies expressed in this document as well as to "warrant and represent" that each Certified Product meets the applicable Conformance Requirements.

A buyer therefore has confidence that the product conforms to the applicable specification(s) and will continue to do so.

4.2   Maintaining Certification

The Supplier of a Certified Product is required to ensure that the product continues to conform to the applicable specification(s), including all Interpretations that have been granted by the Specification Authority.

If the Supplier of a Certified Product becomes aware of a non-conformance, through any means, the warranty of conformance requires that an update be made to address the non-conformance.

The Certification Authority has the right to audit the Supplier's claims of conformance and adherence to the requirements of this policy. The Certification Authority may at any time request Suppliers of Certified Products to provide the Certification Authority with any information reasonably related to their Certified Products' conformance with the applicable specification(s). If the Supplier fails to provide such information within 45 calendar days of the request, then the Certification Authority may remove the product from the Certification Register, in which case the product ceases to be a Certified Product and the Supplier may no longer make a claim of certification in relation to the product.

Third parties, including buyers and prospective buyers of a Certified Product, who discover a non-conformance in the Certified Product should report such non-conformance to the Supplier of the product. If the Supplier does not address the non-conformance within 45 calendar days, the issue may be raised to the Certification Authority. Recourse should always be made through normal support channels before escalation to the Certification Authority.

If a Certified Product is found by any means to no longer meet the Conformance Requirements, the Certification Authority shall provide written notification to the Supplier of such Certified Product who shall:

1. Within 90 calendar days rectify the non-conformity and satisfy the Certification Authority and/or the notifier of the efficacy of the rectification; or

2. Within 90 calendar days satisfy the Certification Authority and/or the notifier that the Certified Product is conformant; or

3. Within 90 calendar days cease making any claim of certification in relation to the Certified Product, in which case the product ceases to be a Certified Product; or

4. Within 45 calendar days invoke the appeals process as described in Section 10.

If option (4) is selected, the Supplier will have 45 calendar days from the completion of the appeals process to implement the decision.

If the Supplier fails to take one of the above actions within the timescales described above, the product will cease to be a Certified Product.

4.3   Removal of Certification

A product shall cease to be a Certified Product if:

- The product ceases to meet the Conformance Requirements.
- The Supplier fails to meet the renewal requirements or declines to renew certification.
- The Supplier requests that the Certification Authority withdraw the Supplier's product from the Certification Register.
- The Supplier fails to adhere to any of the policies defined within this Certification Policy document.

If a Certified Product ceases to be certified, the Supplier may no longer make any claim of certification in relation to that product. The Supplier, at its own expense, shall remove any existing claim of certification from all subsequent production of that Certified Product and from all sales or promotional literature and other materials. The Certification Authority may inspect any such Certified Product, literature, or other materials to ensure adequate removal.

Once a product ceases to be a Certified Product, any future claim of certification in relation to that product will require re-certification in advance of such claims being made.

Furthermore, the right to use the TOGAF 9 certification trademark (see Section 5) in conjunction with a product that ceases to be certified shall be immediately terminated.

5. THE CERTIFICATION TRADEMARK

Once the Certification Authority has notified a Supplier that a product is a Certified Product, the Supplier may use the certification trademark in association with that Certified Product as per the terms specified in the Trademark License Agreement (TMLA) and with the label specified in the applicable Conformance Requirements.

The certification trademark may only be used on or in relation to Certified Products and only with the label specified in the Conformance Requirements against which the product has been certified.

Award of the certification trademark is not an endorsement by The Open Group of any product.

5.1 Licensing the Certification Trademark

In order to use the certification trademark, the Supplier will be required to sign a TMLA. This license agreement is the legal contract governing how the certification trademark may be used and defines the rights and obligations of the Supplier.

5.2 Use of the Certification Trademark

The terms for use of the certification trademark in relation to a Certified Product are as described in the TMLA.

5.3 Removal of the Certification Trademark

If a Certified Product ceases to be certified, any and all rights the Supplier has to use the certification trademark on or in relation to that product cease immediately. The terms for removal of the certification trademark in relation to a product are as described in the TMLA.

Once the rights to the certification trademark have been removed, any future use of the certification trademark in relation to that product will require re-certification in advance of such use.

Failure to adhere to these provisions will be a breach of the TMLA and shall result in its termination.

6.   CERTIFICATION REGISTER

6.1   Inclusion in the Certification Register

The Certification Register is a web-accessible record of all Certified Products and is maintained by the Certification Authority. The register contains:

- The name of the Supplier
- The name of the product
- The Conformance Requirements against which it is certified
- The Conformance Statement
- The duration in which the certification is valid before it must be renewed

Once certification has been awarded (see Section 4.1), the Certification Authority will enter the certification information into the Certification Register. A registration that is being held confidential as provided for in Section 11.3 will not be entered into the Certification Register during the confidential period.

6.2   Removal from the Certification Register

Only Certified Products are included in the Certification Register, thus if a product ceases to be certified, the Certification Authority will remove it from the Certification Register.

7.   CERTIFICATION REQUIREMENTS FOR MODIFICATIONS OF A CERTIFIED PRODUCT

Certification applies not just to a single instance of a product, but also extends to some family of related products.

In Architecture Tool certification, certification extends to all of the products and product versions that are included in the product name and version entered in the Certification Register.

7.1   Renamed Products

If a Certified Product is to be renamed, with no change to the Certified Product's software or hardware operating environment, the certification may be amended upon request to the Certification Authority. The Certification Authority will change the product name on the Conformance Statement and in the Certification Register and issue a new Certificate.

The Supplier will be required to provide a written statement to the Certification Authority affirming that there have been no material changes to the Certified Product.

7.2   Re-Badged or OEM'ed Products

A re-badged or OEM'ed product is technically identical to a Certified Product. A Supplier who markets and delivers technically identical products must certify each product in order to represent each product as certified. Each product will then be listed in the Certification Register. If technically identical products are to be shipped by more than one Supplier, each Supplier will have to register for certification and commit to the warranty of conformance, in order to have their product listed in the Certification Register.

7.3   Administrative Changes

If a Supplier wishes to make changes to the Conformance Statement that do not have a material effect on the conformance of the Certified Product the Supplier must notify the Certification Authority within 30 calendar days of such change occurring. The Certification Authority will update the Conformance Statement to reflect the requested changes.

For other administrative changes, such as those to the designated certification contacts, a Supplier may request such changes at any time by sending an email to the Certification Authority.

8.   RENEWAL PROCESS

8.1   Duration of Certification

Certification is valid for 24 months from the date at which the Certification Authority provides written notice to the Supplier that certification has been achieved, unless certification is subsequently terminated in accordance with Section 4 or Section 6 of this document.

The last day of this period is referred to as the renewal date and represents the date on which the certification will cease to be valid, unless the Supplier renews the certification in accordance with the procedures defined herein.

8.2   Renewal

The Supplier of a Certified Product is required to renew the certification periodically. The Certification Authority will notify the Supplier that renewal is due 60 calendar days prior to the renewal date.

If the Supplier does not renew by the renewal date, the Certification Authority will remove the Certified Product from the Certification Register. Such product will then no longer be considered a Certified Product.

The Supplier is required to ensure that the Certified Product continues to meet all applicable Conformance Requirements. This includes the requirements to conform to the applicable TOGAF 9 or ArchiMate specification(s), including all Interpretations that have been granted by The Open Group.

Once all requirements are met, the Certification Authority will renew the certification and inform the Supplier. The Certification Authority will update the Certification Register and issue an updated Certificate to reflect that certification has been renewed.

9. PROBLEM REPORTING AND INTERPRETATIONS

9.1 Overview

During the certification process, during the preparation phase, or subsequently, an Applicant or Supplier of a Certified Product may encounter a problem that inhibits or will inhibit the certification or compliance with the Conformance Requirements. The Applicant or Supplier may file a Problem Report via the Certification Authority's web site to obtain resolution to the issue. The Certification Authority is the sole interface with the Applicant or Supplier for problem reporting, though other parties may be involved in determining the resolution.

The types of problems that may be found include:

- Errors or ambiguities in the specifications(s) against which conformance is based, specifically, in the TOGAF 9 or ArchiMate Tool Conformance Requirements, or in other documents or underlying standards referenced therein
- Errors in the Certification System, specifically those related to the registration process, agreements, or completion of Conformance Statements

The Problem Report is used specifically for the types of errors listed above which are inhibiting the accreditation effort. For general questions on the accreditation process, the assessment process, or other problems not covered above, the Certification Authority can provide assistance on obtaining further information.

9.2 Problem Report Resolution

The Specification Authority is responsible for reviewing and providing a resolution to all Problem Reports. The key element of the review process is a deterministic timeline for a formal resolution to the Problem Report.

The Specification Authority will perform a preliminary review and will provide an initial response via the Certification Authority to the Supplier within 10 calendar days of the Problem Report submission. This stage allows simple problems to be dealt with expeditiously. A detailed review will be undertaken for issues that are more complicated, or when the preliminary review does not resolve the issue. Final resolution will be provided within an additional 14 calendar days.

In most cases, 24 calendar days are sufficient to provide a final Problem Report resolution. However, in exceptional circumstances, final resolution may take longer. In such cases, a detailed review will be undertaken, If possible, the Problem Report will be addressed sufficiently within the 24 calendar days to allow the certification process to proceed pending final resolution. The Certification Authority will notify the Supplier by the 25th day of the delay and preliminary resolution, if available.

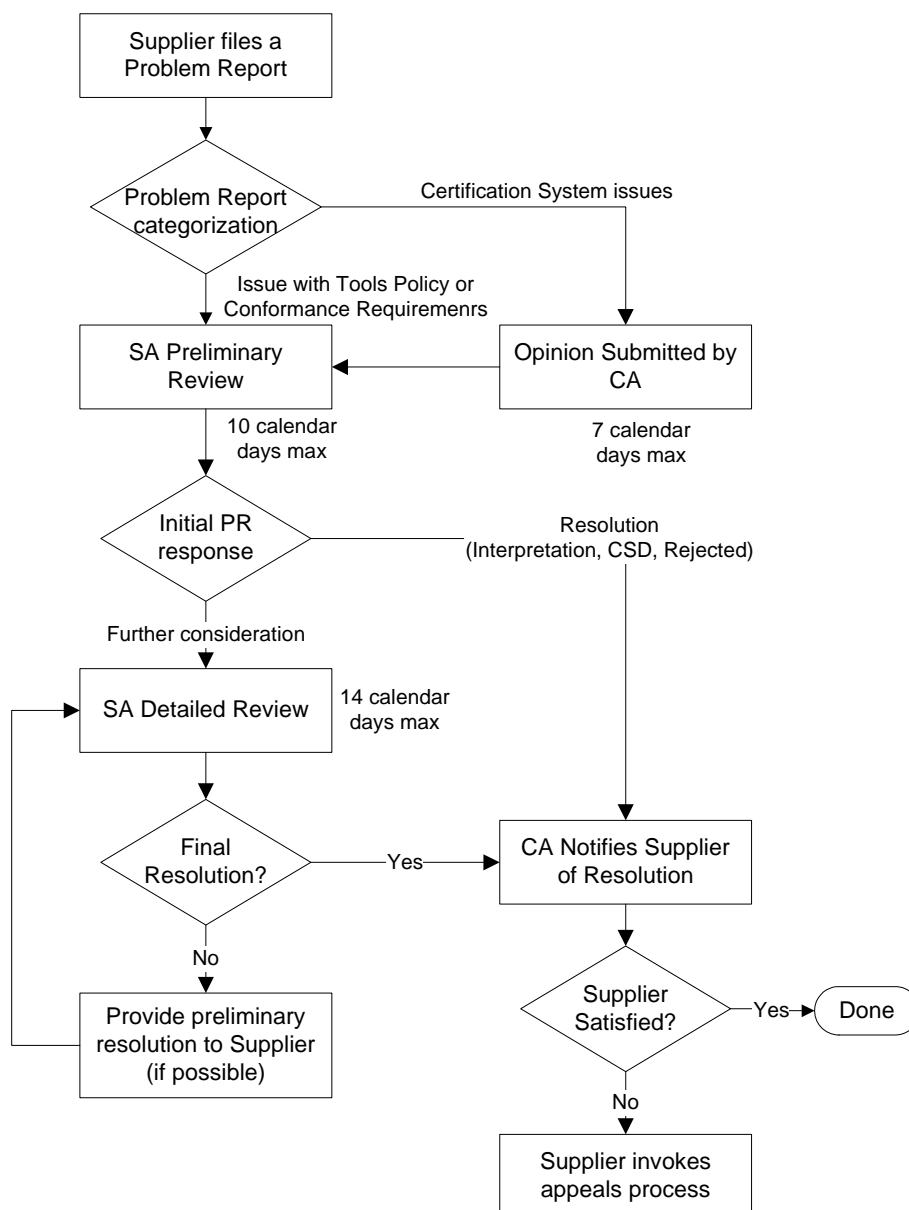If the Supplier is not satisfied with the final resolution, the Supplier may invoke the appeals process (see Section 10).

The Problem Report resolution process will allow the Supplier to remain anonymous, so pre-certification activity is kept entirely confidential and vendor-neutral. The anonymous review process requires that requests be filtered automatically prior to distribution to the review group. Filtering will remove the

sections of the Problem Report reserved for product and Supplier information, so these are the only sections that should contain company names, product names, or other confidential information. Please note that if Supplier-specific information is included in the sections reserved for the detailed problem descriptions, filtering will not result in an anonymous request.

The Specification Authority is responsible for resolving all Problem Reports, but will seek input from the appropriate group for Problem Reports related to the assessment or Certification System. In order for the Specification Authority to resolve Problem Reports for issues related to the Certification System, the Specification Authority will require an opinion from the Certification Authority. These opinions must be provided within seven (7) calendar days, in order for the Specification Authority to provide its preliminary response on time.

The process is outlined in the following diagram.

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                    ┌──────────────────┐
                    │  Supplier files a │
                    │  Problem Report   │
                    └──────────────────┘
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                        ◇ Problem Report ◇ ──── Certification System issues ──┐
                        ◇ categorization ◇                                    │
                             │                                                ▼
                 Issue with Tools Policy or                          ┌──────────────────┐
                 Conformance Requiremenrs                            │ Opinion Submitted│
                             │                                       │      by CA       │
                             ▼                                       └──────────────────┘
                    ┌──────────────────┐                                      │
                    │  SA Preliminary  │ ◄──────────────────────────────────┘
                    │     Review       │
                    └──────────────────┘          7 calendar
                             │                     days max
                   10 calendar
                    days max
                             ▼
                        ◇ Initial PR ◇ ──── Resolution
                        ◇  response  ◇      (Interpretation, CSD, Rejected)
                             │
                  Further consideration
                             │
                             ▼
                    ┌──────────────────┐   14 calendar
          ┌────────►│ SA Detailed Review│   days max
          │         └──────────────────┘
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          │                  ▼
          │              ◇  Final  ◇ ──── Yes ───►┌──────────────────┐
          │              ◇Resolution?◇            │ CA Notifies      │
          │                  │                     │ Supplier of      │
          │                  No                    │ Resolution       │
          │                  │                     └──────────────────┘
          │                  ▼                              │
          │         ┌──────────────────┐                    ▼
          └─────────│ Provide preliminary│            ◇ Supplier ◇ ── Yes ──► ( Done )
                    │ resolution to      │            ◇ Satisfied?◇
                    │ Supplier           │                    │
                    │ (if possible)      │                    No
                    └──────────────────┘                    │
                                                             ▼
                                                   ┌──────────────────┐
                                                   │ Supplier invokes │
                                                   │ appeals process  │
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9.3 Resolution of Problem Reports

The possible outcomes for Problem Report resolution are:

- Accepted as an error or ambiguity in the specifications (an Interpretation)
- Accepted as an error in the Certification System (Certification System Deficiency (CSD))
- Rejected

Interpretations and CSDs will never cause previously Certified Products to be "un-certified", but may affect a Certified Product's continued conformance.

9.3.1 Interpretations

An Interpretation elaborates or refines the meaning of a specification, therefore clarifying an error or ambiguity in the specification. Interpretations apply to a specific version of a specification and are permanent against that version. They remain in force until the specification is updated, at which time, the elaboration or refined meaning should be incorporated into the updated version of the specification.

Interpretations always apply to a particular version of the Conformance Requirements or Certification Policy documents. Therefore, if a Problem Report submitted against the Conformance Requirements or Certification Policy includes rationale that cites conflict with a previous or subsequent version of the Conformance Requirements or Certification Policy, the Problem Report will be assessed without reference to such rationale. Conflict with another version of the Conformance Requirements or Certification Policy does not in itself form grounds for granting an Interpretation.

The Specification Authority is responsible for deciding the meaning of conformance to normative referenced specifications or other documents (if any) only within the context of the Conformance Requirements. Problem Reports regarding any such underlying or referenced specifications in the context of the Conformance Requirements will be processed as normal. However, any Problem Report that seeks to change the base requirements of underlying normative specifications or other documents over which the Specification Authority has no direct control will be rejected.

The Problem Reporting and Interpretations process may not be used to dispute the outcome of the assessment and certification process. Such issues should instead utilize the appeals process defined in Section 10.

9.3.2 Certification System Deficiency

A Certification System Deficiency (CSD) is an agreed error in the Certification System. The Certification System includes the certification documents, workflow, and information systems provided to implement the certification process. CSDs apply to the version of the Certification System or document in which they are found.

If the problem is blocking the certification effort, an update or workaround will be made to the Certification System to enable certification to proceed. Otherwise, the problem will be fixed in a future update of the Certification System or document and the CSD will remain in force until such update.

9.4 Problem Report Repository

The Certification Authority will maintain a web-accessible repository of all submitted Problem Reports. This repository will be publicly accessible. The publicly accessible information will contain the technical details such as the nature of the problem and its current status of resolution, but will not contain sections reserved for Supplier and product details, thus maintaining the confidentiality of the submitter.

An Applicant may cite an Interpretation or CSD to resolve discrepancies in an assessment or to support their certification registration in any other way, irrespective of the origin of the Problem Report.

10. APPEALS PROCESS

Suppliers may appeal decisions made by the Specification Authority or the Certification Authority. The occasions that may give rise to an appeal include, but are not limited to, the following:

- The Supplier disagrees with the resolution of a Problem Report.
- The Supplier disagrees with the Certification Authority's grounds for denying the award of certification.
- The Supplier of a Certified Product disagrees with a formal notification of the need to rectify a non-conformance.

Appeal requests should be made by email to the Certification Authority.

There are two levels of appeal:

- Technical Review
- Board Review

Review decisions will be made in accordance with The Open Group policies.

At each level of appeal, the Supplier has the right to representation at the review meeting to make the technical case, though is not required to do so. The appeals process will be anonymous if the Supplier does not wish to be represented at the review meetings. In such case, the Certification Authority will remove details that may identify the Supplier or its product from all information provided for the Technical and/or Board Reviews.

A Supplier wishing to dispute a Certification Authority decision may request a Technical Review. Technical Review requires the Specification Authority to consider the matter and produce a response with a recorded vote according to the voting rules of The Open Group, within 21 calendar days of the request. The Specification Authority may commission reports from independent experts, and may seek input from other committees within The Open Group as it sees fit.

If the Supplier is not satisfied with the outcome of the Technical Review, the Organization may request an appeal to The Open Group Board of Directors within 14 calendar days of being notified in writing by the Certification Authority of the results of the Technical Review. The Open Group Board of Directors may ask for reports or assistance from the relevant working groups and also from independent experts. The Board Review will be completed within 90 calendar days of the Organization's written request for a Board Review. The results of a Board Review are final and cannot be further appealed.

11. CONFIDENTIALITY AND DISCLOSURE

11.1 Confidentiality

All information relating to an Applicant and the product to be certified will be held confidential during the certification process; that is, prior to the award of certification. This includes information related to the Conformance Statements and Problem Reports.

Assessment results will always be confidential. Information regarding the results of the assessment shall not be disclosed in any publicly available document or to any third party by the Certification Authority, the Applicant, or any third-party acting on the Applicant's behalf.

In addition, the Certification Authority will always hold confidential any information regarding unsuccessful requests for certification.

11.2 Disclosure of Certification Information

Certification information consists of the fact that certification was achieved, the description of the Certified Product, and the Conformance Statement for the Certified Product. Any claims of conformance or information related to the certification process may only be made public after the Certification Authority has notified the Applicant in writing that the product has passed the certification process.

The Certification Authority will make certification information publicly available by including it in the Certification Register available on the Certification Authority's web site.

11.3 Optional Confidential Treatment of Certification Information

On occasions, a Supplier will apply for and achieve certification prior to the product's launch in the marketplace. To enable a Supplier to keep such information confidential prior to product launch, the Supplier may request that the certification information be kept confidential for a maximum period of six (6) months from the date of written notification by the Certification Authority that the product has achieved certification.

During this period, the Supplier may not publicly use the applicable certification trademark or make any representation of conformance with the applicable specification(s) without first informing the Certification Authority that the confidential period has expired. In the event that the Supplier wishes to keep the certification information for a product confidential permanently, the Supplier may request withdrawal and deletion of such information. Such product will then no longer be considered a Certified Product.

The certification information will cease to be held confidential upon the earlier of notice by the Supplier that the confidential period has expired, or at the end of the six (6)-month period, provided that the Supplier has not requested withdrawal and deletion of such information.