

CKC Certification Services, LLC

CB: US0103; NB: 0976
 5046 Sierra Pines Drive
 Mariposa, CA 95338
 Domestic Phone: 1 800-500-4EMC (4362)
 Domestic FAX: 1 866-779-9776
 International Phone: +1 209-966-5240
 International Fax: +1 858-300-5341



APP-EU/UK RED
CKC CS Application for
Type Examination for Radio Equipment
EU Directive 2014/53/EU and/or UK SI 2017/1206
In European Region

Applicant Information

Company Name:	Analog Devices
Contact Name:	Cristophe Niglio
Contact Title:	Staff Engineer
Company Address:	32990 ALVARADO-NILES RD Ste 910 Union City, CA 94587
Telephone No:	510-400-2945
Facsimile No:	
Email Address:	Christophe.Niglio@Analog.com

Authorized Representative Information

*Can be left blank if filed by applicant

Company Name:	
Contact Name:	
Contact Title:	
Company Address:	
Telephone No:	
Facsimile No:	
Email Address:	

Note: If filling out this section then list authorized representative(s) as appropriate for the scope of services.

Application Type / Product Identification

Application Scope:	Combined EU / UK Application
Application Purpose:	Other
Model Number(s) / Device Name(s):	ETERNA1 / LTP5900 ETERNA2 / LTP5901, LTP5902
Brief Description of Equipment:	802.15.4 Wireless Mesh Mote 802.15.4 Wireless Mesh Mote

Application Details

Modular Approval Type:	Not Applicable
SAR Review for RF exposure?	No
Application for SDR/Cognitive Radio?	No
Applicatino for SRD?	Yes

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**Scope of Services**

<i>Essential Requirements:</i>	<i>Applied Standard(s)</i>	<i>Type of Standard(s)</i>	<i>Deviations</i>
Article 3.1(b), EMC	EN 301 489-17 3.2.4	Not Harmonized	None
Article 3.2, Radio Spectrum	EN 300 328 v.2.2.2	Not Harmonized	None

Brief Description of Requested Service(s):

Update to EU NB TEC renewal (article 3.1 B and 3.2 Only)
 New UK AB TEC (article 3.1 B and 3.2 only)

Radio Equipment Specifications (If applicable):

<i>Frequency Range (MHz)</i>	<i>Carrier Output (Watts)</i>	<i>Emission Type(s)</i>	<i>Protocol Specifications</i>
2402-2480	11.6	2M70G1DDT	IEEE-802.15.4

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<i>Frequency Range (MHz)</i>	<i>Carrier Output (Watts)</i>	<i>Emission Type(s)</i>	<i>Protocol Specifications</i>
2402-2480	11.2	2M70G1DDT	IEEE-802.15.4

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Applicant Agreement

I certify that I am authorized to sign this application. I accept the terms and conditions listed in Exhibit A. All of the statements herein and the exhibits attached hereto, are true and correct to the best of my knowledge and belief. Authorizing an agent to sign this application, is done solely at the applicant's discretion; however, the applicant remains responsible for all statements in this application.

Signature of Authorized Individual:	<i>Michelle Branum</i> (on behalf of applicant)
Printed Name:	Michelle Branum
Title of authorized signature:	Administrative Assistant
Date	7/12/2021

Complete items below if agent signs the application

Contact Name:	Michelle Branum
Title:	Administrative Assistant
Company Name:	CKC Certification Services, LLC
Company Address:	5046 Sierra Pines Dr Mariposa, CA 95338
Email Address:	TCBInfo@ckc.com
Telephone No:	209-966-5240
Facsimile No:	866-779-9776

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Exhibit A

Terms and Conditions Attendant to Type Examination Services

I, the above signed, acting as an authorized representative of the above named entity, having its registered offices at the above listed address, hereinafter referred to as the "Applicant," acknowledge and accept the following terms and conditions as provided herein (hereinafter referred to as the "Agreement").

Definitions. Scheme: Refers to the conformity assessment program or scheme encompassing services as identified on this application form. Scheme Owner: The governing regulatory agency or entity delegated authority over the scheme or the market surveillance authority.

The Applicant authorizes CKC Certification Services, LLC., having its registered offices at 5046 Sierra Pines Dr., Mariposa, CA 95338, hereinafter referred to as "CKC CS," to perform the requested services in accordance with the articles of this Agreement and the requirements of the directive(s) or regulation(s) identified above as set forth by the European Union (EU) and/or United Kingdom (UK) as applicable according to the selected application scope. The **scheme owner** for EU shall be herein construed as the relevant market surveillance authority within an individual member state of the EU selected by CKC CS. The **scheme owner** for UK shall be the Department for Business, Energy and Industrial Strategy (BEIS).

1) Purpose

This Agreement identifies various rights, responsibilities and requirements of the Applicant and CKC CS as they pertain to the applicable scheme(s) and according to the scope of requested service(s) of conformity assessment in accordance with ISO 17065 and policies of CKC CS attendant thereto.

2) Applications

All services provided by CKC CS require submission of an application form and acknowledgement of this Agreement. The applicant agrees to inform CKC CS in writing of any previous or concurrent applications of similar scope submitted to other third parties and hereby declares that an application for the same or similar services has not been filed with any other notified body. The Applicant is encouraged to fill out the application forms as provided by CKC CS however, the Applicant may choose to submit application forms from any source provided that the forms meet all requirements for the services sought. Regardless of application form, this Agreement must be acknowledged in writing by the Applicant. In the event that an issued certificate contains an expiration date and an extension is desired, then it is the responsibility of the Applicant to submit an application for extension at least 30 days prior to the expiration date (unless otherwise specified)

3) Compliance

The Applicant agrees to fulfill the requirements of, to implement changes as a result of change to and to continue to fulfill the technical and administrative requirements including proper labelling according to the published requirements and any other official policy statement or legally enforceable interpretation that pertain to the services rendered according to the scope of service requested. The Applicant agrees to comply with applicable requirements relating to use of certificates, statements, reports or marks of conformity, including on information related to equipment subject to conformity assessment. Applicant shall have in place a documented form of internal production control (quality management system). The scheme owner may require mandatory notification from CKC CS in the event of changes to certificate approval status, non-compliance or for failure to provide requested

documentation or a product sample. Any consequences of or additional actions required resulting from such notification are the sole responsibility of the Applicant

Conformity assessment under CE or UKCA mark requirements may require evaluation of essential requirements to directives other than those evaluated by CKC CS. It remains the Applicant's responsibility to ensure continued compliance with all applicable legislation.

4) Records Retention

Applicant agrees to retain copies of all application materials and certificates for a period of at least 10 years after the equipment is placed on the market.

5) Arrangements

In fulfillment of the intended purpose and within the scope of requested service(s) listed above, the Applicant agrees to make all necessary arrangements for: a) the conduct of the evaluation, or surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel and the Applicant's subcontractors (if necessary); b) investigation of complaints; and c) participation of observers (if applicable).

6) Confidentiality / Information Release

CKC CS shall ensure confidentiality is maintained by its employees and any outsourced entities through legally enforceable commitment concerning all information obtained or created during execution of requested services including information obtained from sources other than the Applicant. Except as required by law or by the conformity assessment scheme under which services are requested, and except as provided in the notification below, information shall not be voluntarily disclosed to a third-party without the written consent of the Applicant unless notification of disclosed information is expressly prohibited by law. CKC CS obligation to maintain confidentiality, as defined and limited herein, shall survive termination of this Agreement.

CKC CS hereby notifies the Applicant and the Applicant acknowledges and agrees that a) all information pertaining to conformity assessment including but not limited to; applications refused; provided technical documentation; evaluation report(s); EC type examination certificate and any additions thereto, with or without restrictions; and any certificates withdrawn, or suspended may be provided to the US designating authority, EU or UK market surveillance authorities, EU Commission, EU Member States, EU Associate Member States, UK Designating Authority, other notified bodies and/or other approved bodies as required by the scheme and in conjunction with execution of the services requested and b) portions of the information may be placed in the public domain. The Applicant shall hold harmless CKC CS in the event any such authoritative entity denies confidential treatment to any portion of information provided to another party in fulfillment of requested services. The Applicant acknowledges:

- a) responsibility to identify and provide written request for confidential treatment of proprietary documentation and
- b) all information which does not qualify for confidential treatment or which would otherwise qualify for confidential treatment in accordance with the scheme and without written request for such treatment may become open for public inspection, and

- c) all information provided on the application form is considered confidential until such time as a decision is issued at which time the content of application form or its likeness and/or the certificate or its likeness, in full or in part, may become open for public inspection.
- 7) *Contact Information*
The Applicant is responsible for providing correct contact information to CKC CS and for making any arrangements that may be necessary in their particular circumstances to ensure that CKC CS documents and correspondence will promptly reach the Applicant or some person authorized by the Applicant to act on their behalf.
- 8) *Changes in Requirements*
CKC CS will notify the Applicant of changes to scheme requirements which may affect equipment evaluated by CKC CS for a period of 2 years from the date of issue of a certificate, or as specified by the expiration date listed on the certificate. Applicant agrees to verify implementation of the revised requirements within 90 days of notification by CKC CS or as prescribed within the notification. Failure to provide verification of implementation may require CKC CS to dismiss issued certificate(s), alert the scheme owner and/or take action as prescribed by the scheme. After the period specified above, the Applicant is solely responsible for monitoring scheme requirements to ensure continued compliance for equipment in continued marketing.
- 9) *Modifications*
The Applicant agrees to promptly inform CKC CS about changes affecting its ability to fulfill conformity assessment requirements. Such changes may include but are not limited to modifications to product design, specification or production methods; changes in the legal, commercial or organizational structure or ownership; or significant changes to quality management system. CKC CS shall evaluate and determine whether the announced changes require further action.
- 10) *Statements and Advertising*
The Applicant agrees to
- only make claims regarding any certificate, statement or report issued by CKC CS consistent with the scope of services for which the certificate, statement or report has been issued;
 - reproduce in entirety any certificate(s), statement(s) or report(s) issued by CKC CS, when providing conformity assessment documentation to others;
 - not use any certificate, statement or report issued by CKC CS in such a manner as to bring CKC CS into disrepute;
 - not make claims regarding any certificate, statement or report nor any part thereof issued by CKC CS in a manner which CKC CS may consider misleading or unauthorized;
 - to comply with all provisions of this Agreement and as specified by the scheme under which services are requested, when making reference to conformity assessment in any media such as documents, advertising or marketing materials.
- CKC CS permits the Applicant's use of appropriate reference(s) to CKC CS and/or CKC CS service mark in advertising, promotional or other material solely in connection with the specific services provided, on condition that the reference(s) to CKC CS in no way creates a misleading impression as to the nature of CKC CS's findings, coverage or service.

- 11) *Certificates*
Pending final certificate release, CKC CS may at its discretion and as a courtesy to Applicants allow a draft review period for most certificates. The draft review period may be closed if no responses are received within 5 business days of notification to the Applicant. After certificates are finalized, subsequent changes to certificates may be subject to additional fees.
- 12) *Deferral*
Applicants may request certificate deferral (i.e. postpone final certificate release in the event that a certificate may be issued prior to an anticipated date). The automatic dismissal policy shall apply notwithstanding the requested deferral date. CKC CS may deny a deferral request at its discretion and without notification to the Applicant.
- 13) *Jurisdiction*
The Applicant acknowledges and understands that the scheme owner retains ultimate authority in all matters pertaining to conformity assessment, regardless of any action by CKC CS. (RED 2014/53/EU and SI 2017/1206 Articles 39-43)
- 14) *Consent*
The Applicant hereby gives consent to CKC CS to outsource at its discretion all or part of evaluation, testing or other services. Objections to outsourcing may be filed using the complaints procedure identified herein. CKC CS retains control over review and decision making processes.
- 15) *Fees*
CKC CS obtains financial support from fees collected in conjunction with services provided. Fees are applied universally to all Applicants and are set according to a prescribed fee schedule which scales according to the complexity of services requested. Fees are independent of the outcome of requested services. In order to maintain impartiality, the Applicant agrees to pay directly or via a designated payor all fees related to conformity assessment prior to commencement of services. CKC CS may at its discretion commence services prior to receipt of payment, however without receipt of payment CKC CS reserves the right to cease all services at any time without notification of the status of the conformity assessment. Changes to the scope of requested services during evaluation may require addition of services and/or assessment of additional fees.
- 16) *Cancellation Policy*
Upon written notice to CKC CS, any application may be cancelled at any time prior to completion of services at the discretion of the Applicant. On the date an application is cancelled, the Applicant forfeits any fees paid.
- 17) *Automatic Dismissal Policy*
CKC CS reserves the right to close or dismiss any pending application if the Applicant fails to submit requested information or exhibits within 60 days of the request. The Applicant is encouraged to inform CKC CS in the event that a request for information or exhibits will take longer than 60 days to provide. In such cases, CKC CS may extend the evaluation period up to the maximum period for an incomplete application. All incomplete applications will be dismissed automatically after a period of 1 year from receipt of the application or 1 year from the oldest date of all provided test reports associated with an individual service, whichever comes earlier. On the date an application is dismissed, the Applicant forfeits any fees paid.

18) *Suspension, Withdrawal or Termination*

Upon suspension, withdrawal or termination of any certificate, statement or report issued by CKC CS, the Applicant agrees to discontinue its use of all advertising material that contains any reference thereto and return or certify the destruction of any certificate, statement or report as directed by CKC CS.

19) *Applicant Complaints/Appeals*

All complaints or appeals of a CKC CS decision that may arise in connection with this Agreement are to be settled in accordance with the procedure of CKC CS PUB13. In the event of a complaint or appeal requiring an arbiter, materials, including those deemed confidential may be provided to the arbiter to facilitate resolution of the dispute. The provisions of confidentiality shall apply.

20) *Complaints to Applicant*

The Applicant agrees to

- a) keep a record of all complaints made known to the Applicant relating to conformity assessment requirements,
- b) make these records available to CKC CS if requested,
- c) take appropriate action with respect to such complaints and any deficiencies found that affect compliance with the scheme requirements, and
- d) document actions taken.

21) *Surveillance*

For equipment subject to conformity assessment and in accordance with the scheme under which services are requested, CKC CS may request the Applicant to provide sample(s) for evaluation. If requested by CKC CS, the Applicant agrees to furnish to CKC CS within 30 days of request and without charge, production sample(s) subject to evaluation by CKC CS, including any requisite support or peripheral equipment with pre-loaded firmware and/or software and sufficient instructions as necessary to facilitate testing. All shipping expenses are the responsibility of the Applicant.

CKC CS shall make attempts to minimize the duration and extent of surveillance testing and agrees to perform up to 4 hours of core testing at no charge to the Applicant. Core testing is defined as Power Output, Occupied Bandwidth, Spurious Emissions and similar measurements. CKC CS agrees to provide at no charge to the client the initial cost surveillance testing for non-core tests (e.g. SAR). However, the Applicant will be held responsible for any additional surveillance testing costs deriving from or related to:

- a) non-compliant or inoperable equipment,
- b) lack of proper support equipment,
- c) improper operating software or firmware, or
- d) incomplete or improper operating instructions.

22) *Indemnity*

The Applicant agrees to hold harmless and to defend and indemnify CKC CS, its members, directors, officers and employees against any and all liability, loss, costs, damages, reasonable legal fees and expenses of whatever kind or nature, which is proximately caused by: a) deferral, or disruption of services precipitated by an act of War or Terrorism, an Act of God or a Force Majeure, or b) release of new requirements or modification of existing requirements during the pendency of evaluation, or c) any breach by the Applicant of this Agreement, including without limitation any failure to abide by the requirements, or d) any misuse by the Applicant of a CKC CS certificate, statement or report or other service; or e) any use of any certificate, statement, report or other service provided in any manner that is not consistent with the requirements of this Agreement or the scheme requirements

The Applicant acknowledges that the opinions and findings of CKC CS represent its judgment given with due consideration to the necessary limitations of practical operation and in accordance with performance of its duties and agrees that CKC CS does not warrant or guarantee the correctness of its opinions or that its findings will be recognized or accepted by the scheme owner or any other third party.

Limit of Liability: In no event shall CKC CS's liability under this Agreement exceed the cost of services billed to the Applicant for the specific service provided, excluding any registration fees paid by CKC CS to another authority on behalf of the Applicant.

Testing: CKC CS neither assumes nor accepts responsibility for any damage to the Applicant's property or injury to personnel that may occur during or as a result of tests, whether performed in whole or in part by the Applicant or CKC CS, and whether or not any equipment, facility or personnel for or in connection with the test is furnished by the Applicant, CKC CS or any outsourced entities.

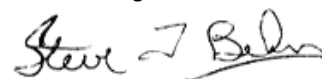
23) *Agreement Period*

This Agreement is mutually executed and comes into force as of the date signed by the Applicant and remains in force unless the application is withdrawn for justified reasons prior to completion of requested services or cancelled by either party upon due notice given to the other party after the end of the next calendar year following completion of services. The Applicant acknowledges that cancellation of this Agreement does not in any way obviate the Applicant's or CKC CS's responsibility to comply with all relevant requirements attendant to the scheme requirements or other applicable requirements under which services are requested and for which conformity assessment is completed.

24) *Agents*

At the discretion of the Applicant, an authorized Agent may sign this application form. Regardless of signatory, the Applicant shall hold all final responsibility with regard to this application and all attendant requirements.

Authorized Signature:



Steve Behm
Director, CKC Certification Services, LLC.