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VINÇOTTE nv/sa

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VERIFICATIONS CyFun (Basic – Important)

Verification Regulations

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CyFun® VERIFICATION

GENERAL REGULATIONS

1. PURPOSE

This General Regulation defines the rules applicable for verifications according to the CyberFundamentals Framework – Conformity Assessment Scheme of the CCB (Centre for Cybersecurity Belgium) concerning the verification of the declaration that an organisation has assessed and implemented the cybersecurity measures of the framework of the [Centre for Cyber Security Belgium](https://www.vincotte.be/fr/conditions-generales) (CCB), facilitating compliance with the European NIS2 directive. It validates compliance with security requirements (Basic, Important) to strengthen digital resilience.

The application version is always the latest version, it is available on the Vincotte website (<https://www.vincotte.be/fr/conditions-generales>).

2. DEFINITIONS - ABBREVIATIONS

- Applicant: organisation that requests verification by Vincotte nv/sa of its CyFun® declaration
- Organization: an established company, corporation, firm, enterprise, authority or institution. A group of people and facilities exercising responsibilities, powers and relationships.
- CCB : Centre for Cybersecurity Belgium
- TLP: Traffic Light Protocol
- Cyfun®: CyberFundamentals Framework

3. REFERENCES

- CyFun® (CyberFundamentals Basic/Important) : Verification scheme based on CAS CyberFundamentals and CAS CyberFundamentals Clarifications, free available on www.cyfun.be & www.cyfun.eu .



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4. GENERAL RULES

These General Regulations are the only ones applied by Vincotte nv/sa for verification in accordance with the reference mentioned in paragraph 3.

Any organization requesting verification of its CyFun® declaration by Vincotte nv/sa must comply with the General Regulations in force at the time of the conclusion of the contract.

When the General Regulations are revised, the organizations concerned may decide either to adapt the revised version or to stick to the version that is already applicable to them, as long as it does not contradict the regulations in force.

The provisions of these General Regulations replace the corresponding provisions of the General Terms and Conditions governing the Services of Vincotte nv/sa.

The special conditions defined in the verification contracts may neither alter nor modify the provisions of these General Regulations.

In addition to being a CyFun® declaration verifier, Vincotte nv/sa is also an accredited certification body that is active worldwide in the certification of quality, safety, environmental management and IT security management systems.

5. MAIN OBJECTIVES OF THE VERIFICATION

Vincotte nv/sa carries out the verification and the required activities with a view to providing a conclusive verification report and a verification statement, with reasonable assurance, of the absence of inaccuracies in the operator's declaration and its compliance with the requirements set out in the CyFun® standard.

During its assignment, Vincotte nv/sa verifies the result of the maturity self-assessment using the information obtained to ensure that the requirements are met and that the relevant elements have been correctly included in the self-assessment.

The details of the missions carried out are presented in Chapter 8 of these regulations.

6. PRE-ENGAGEMENT

Before accepting a verification engagement, the applicant must provide Vincotte nv/sa with sufficient information to allow a pre-engagement review to be carried out. This information includes at least the following:

- The name of the client and the proposed declaration to be verified
- The applicant's place of business
- Verification objectives and scope
- The self-assessment report for the required level
- Appropriate evidence to support self-assessment of maturity
- The CyberFundamentals measures that the organization wishes to exclude from the scope of the application (depending on the level requested) and the motivation for excluding these measures.
- Objective evidence or references gathered by the applicant during the self-assessment regarding the use of symbols, logos or trademarks
- Objective evidence or references gathered by the applicant during the self-assessment regarding the key measures to be verified. The verifier must have access to relevant information
- The verification report from the previous verification.



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Vincotte nv/sa ensures that the scope is documented and agreed, based on a precise description of the entity to be verified as well as the locations, services/products and processes.

As part of the pre-engagement, Vincotte nv/sa is also implementing the following actions:

- a) assess the risks involved in carrying out the verification in accordance with this Regulation;
- b) review the information provided by the applicant to determine the scope of the verification;
- c) determine whether the assignment falls within its scope of accreditation;
- d) Determine whether the incumbent has the necessary skills, personnel and resources to assemble an verification team and whether it is able to complete verification activities in a timely manner.
- e) determine whether it is able to ensure that the potential verification team at its disposal includes all the skills and individuals required to carry out verification activities with the applicant concerned;
- f) determine, for each requested verification engagement, the time required to properly complete the verification.

The applicant shall provide the verifier with all relevant information necessary to carry out the activities referred to in this paragraph.

7. VERIFICATION TIME REQUIRED

The time required for the verification engagement is determined in accordance with Annex E of the CAS. The following normative references apply:

- ISO / IEC 17021-1/2012 Clause 9.1.4
- ISO/IEC 27006-1/2024 Annex C

Annex E of the CAS lists the minimum verification times, depending on the verification levels. Additional time may be defined by the on the basis of his or her professional judgement and taking into account the elements listed in this appendix such as:

- Change in key and non-key measures;
- Significant doubt about the evidence provided by the organization.

The calculated time includes:

- Preparation of the off-site assessment;
- On-site and off-site document review;
- The collection and verification of information;
- Conducting the evaluation;
- The organization of opening and closing meetings;
- Communication during the assessment;
- The production of the results of the evaluation;
- Preparation of evaluation findings (including evaluation report)

8. ENGAGEMENT

To place an order, the applicant shall draw up an order form stating his agreement to the price offer of Vincotte nv/sa.

The order form must be returned to Vincotte nv/sa. However, the conditions of this order may not be in contradiction with the provisions of the offer documents of Vincotte nv/sa, nor with these General Regulations.

The signatory of the order that binds the applicant declares that he or she has the required signing authority and the information necessary to commit the applicant to the verification contract in question in full knowledge of the facts.



The applicant also undertakes:

- to comply with the requirements of the applicable regulations in the context of the verification;
- provide the verifier with the means necessary to carry out the verification, in particular access to the documents, data, places, equipment and persons that the verifier deems necessary;
- agree to host an external observer if necessary (verifier, representative of Belac or the competent authority);
- respect Vincotte's rules in terms of possible use of its trademark;
- to inform Vincotte of any fact that may affect the validity of a verification report (i.e. at the end of the verification);
- make available to the CCB reports and other evidence that may be requested by the CCB.

9. CYFUN® VERIFICATION PROCESS

9.1. Registration

Vincotte nv/sa acknowledges receipt of all orders received.

Before commencing the verification, Vincotte nv/sa shall inform the applicant of the names of the verifiers who will carry out the verification services. The applicant will be informed in advance of any changes in the mission.

The applicant may refuse to participate in an verifier, provided that the refusal is made in writing (with justification) at least four weeks before the start of the verification process. If the applicant is unable to accept any of the verifiers proposed by Vincotte nv/sa, the request for verification is considered null and void. Vincotte nv/sa will inform the applicant of this decision in writing.

9.2. Verification Plan

Vincotte nv/sa plans the verification and determines the activities necessary to collect the evidence required to complete the verification. On this basis, a verification plan is drawn up.

Vincotte nv/sa assesses whether the verification should be complete or limited, provides a justification and documents its decision.

Vincotte nv/sa shall, where appropriate, communicate the required security clearance to the team, taking into account the requirements of the national safety authority.

9.3. Verification activities

Vincotte nv/sa carries out the verification activities in accordance with the verification plan.

During the verification, the following information is collected and reviewed:

- Objective evidence or references to such evidence regarding the use of trademarks/logos/symbols.
- Objective evidence or references to such evidence collected by the verifier during the on-site verification regarding the key measures to be verified. The verifier must have access to the relevant information.
- When, during a limited verification, there is reasonable doubt as to the validity of the declaration, a specific verification may be carried out on site or remotely on the doubtful elements.
- Verification of the result of the maturity self-assessment using the information obtained. The verification ensures that the requirements are met and that the relevant elements are scored in the self-assessment.

9.4. Verification Report

Based on the information gathered during the verification, Vincotte nv/sa issues the organization with a documented report. At a minimum, the verification report shall include the following:

- Evaluation points and evaluation results;
- Whether the assessment was conducted as part of a limited or full verification;
- Reference to objective evidence;
- The completed maturity self-assessment that was used as the basis for the verification activity;
- Whether the evidence collected corroborates the results of the self-assessment and other obligations of the verification system;
- Location, date, time and duration of on-site and remote verification;



- Result of the verification of the motivation for exclusion from CyFun® controls
- A conclusion as to whether the statement is materially correct at a given point in time, for the predefined scope and based on the evaluation of objective evidence, and whether it meets the requirements of the CyberFundamentals assurance level in question.

9.5. Review

Before issuing the verification report and the verification statement, Vincotte nv/sa submits this report internally to a reviewer who has not been involved in the execution of the verification.

The purpose of this review is to confirm:

- All verification activities have been carried out in accordance with the agreement and the programme;
- That the evidence supporting the decision is sufficient and appropriate;
- Whether significant findings have been identified, resolved and documented.

9.6. Decision

At the end of the verification review, Vincotte nv/sa decides whether or not to confirm the declaration. This confirmation is done by a decision-maker who was not involved in the verification and review process.

The result of this decision is documented and communicated to the organization and on the basis of this decision a verification statement is issued or not.

9.7. Issuance of the verification statement

If the decision of Vincotte nv/sa is positive, a verification statement is issued.

This statement contains the following information:

- Name, address and registration number of the conformity assessment body;
- Sector (cluster) and subsector (IAF code) to which the organization under verification belongs;
- Date and unique identification of the statement;
- Conformity Assessment Body brand/logo/symbol;
- Brand/logo/symbol of the national accreditation body and number of the accreditation certificate.

The wording of this opinion is drafted in accordance with the description set out in point B2 of the CAS.

9.8. Treatment of facts discovered after the issuance of the verification statement

When Vincotte nv/sa discovers new facts or information likely to significantly affect the verification statement after the date of issue, it shall take the following actions:

- Inform the organization concerned and, if required, the owner of the program, the CCB.
- Take appropriate measures such as discussing the situation with the relevant organization; determine whether the verification statement needs to be revised or withdrawn.

In the event that the verification statement requires a review, Vincotte nv/sa implements the processes for issuing a new statement, including the specific reasons for the review.

This may require the repetition of relevant steps in the verification process.

Vincotte nv/sa may also communicate to other interested parties that the reliability of the initial opinion may be called into question in the light of new facts or information.

The customer is obliged to inform Vincotte nv/sa of any new fact or information that may have a significant impact on the verification statement. Any incident related to information security and concerning the management system (CyFun®) must be reported to Vincotte nv/sa in order to assess the conditions for maintaining the verification statement.



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10. COMPLAINT PROCEDURE

Any complaint can be submitted by post or to the complaints@vincotte.be address and will be acknowledged by receipt. It will then be processed in the internal complaint management system.

In the event of complaints or findings after the verification statement, an additional verification may be required. In this case, the client or the responsible party will be notified in advance of the circumstances in which the verification must be carried out.

To avoid the risk of the verification team refusing by the responsible party, particular attention will be paid to the selection of the verification team.

11. APPEAL PROCEDURE

Any interested party may object to a decision of Vincotte nv/sa. To be admissible, any objection must be submitted by registered letter.

His objection is dealt with by the Appeals Committee.

The composition of the Appeals Committee is established by the Director of the Vincotte nv/sa. The composition is communicated to the appellant, who has the opportunity to contest it by registered letter within eight days.

The meeting shall be convened within two weeks after the final formation of the Appeals Committee. During this meeting, the appellant and those involved in the decision-making process will have the right to be heard confidentially. The Appeals Committee may also hear any other relevant person. Each speaker will be notified one week in advance of the time and place of the meeting.

The Appeals Committee must make its decision within two weeks of its meeting.

The decision of the Appeals Committee as communicated by its Chairman is final.

Throughout the appeal procedure, the decisions against which an appeal has been lodged are maintained.

All information concerning applicants and Organizations, whose CyFun® declaration has been verified, is kept confidential. Steps are being taken to restrict access to verification files. The information will be given to third parties only when this is provided by law.

Candidates and verified organizations accept, where appropriate, the presence of representatives of the accreditation bodies that Vincotte nv/sa auditors/verifiers accompany during verification.

12. CONFIDENTIALITY

All information regarding applicants and organizations, whose CyFun® declaration has been verified, is kept confidential. Steps are being taken to restrict access to verification files. The information will be given to third parties only when this is provided by law.

As stated in the CyberFundamentals framework, the exchange of information between the applicant and Vincotte nv/sa must be labelled in accordance with the TLP (Traffic Light Protocol) protocol

In this context, unless otherwise specified by the applicant, the Amber + Strict code of this protocol is used for all information requested and necessary for the performance of the mission.

If this classification is not suitable for the applicant, the applicant is obliged to inform Vincotte nv/sa and specify the desired classification, bearing in mind that access to this information is necessary for Vincotte nv/sa to be able to carry out its mission.

The applicant must also inform Vincotte nv/sa, at the time of application, whether a security clearance is required for the team of verifiers, reviewers and decision-makers. The level of authorization must also be communicated.



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As part of the verification engagement, the organization is required to provide reports and other evidence to the Competent Authority (CCB) if requested by the Competent Authority.

13. IMPARTIALITY

Candidates and verified organizations accept, where applicable, the presence of representatives of accreditation bodies and authorities who accompany Vincotte nv/sa' verifiers during verification. The policy of Vincotte nv/sa is the impartial execution of all verification activities by personnel free from any form of external pressure.

Therefore:

- Vincotte nv/sa ensures that the verification activities are carried out objectively and without prejudice.
- Vincotte nv/sa identifies current and potential conflicts of interest and manages them to ensure objectivity. If impartiality cannot be guaranteed, Vincotte nv/sa will refuse the verification mission.
- Vincotte nv/sa ensures the independence of its staff from any organization or person with an interest in the outcome of the verification activities.
- Vincotte nv/sa is aware of the legal responsibilities and responsibilities associated with verification activities, decisions made and declarations and reports issued.

To ensure impartiality:

- The staff involved in the verification process (verifiers, reviewers and decision-makers) must not have been involved in consulting activities for this organization in the last five years;
- When a consultant participates or has participated in the implementation of the security measures or the security program in the last two years, and this consultant is also employed by Vincotte nv/sa or has entered into a contract with it, Vincotte nv/sa does not accept the request for verification from this organization(s).

Vincotte nv/sa ensures that the reviewers and decision-makers are not the same as the people who performed the verification activities.

Vincotte nv/sa has also set up an impartiality committee. The objectives of this committee are:

- Oversee the verification policy with regard to impartiality;
- Ensure that verification/audits schemes are impartial, transparent and objective;
- Publish opinions and recommendations following the review of audit/verification files;
- Conduct the review of the impartiality of verification, verification, decision-making and financial independence processes. For this reason, the members of the committee have access to all necessary information;
- Take any actions deemed necessary, such as notifying the accreditation body, if its recommendations are not followed;
- Discuss and approve;
- certification, validation and verification rules;
- the framework of contractual documents;
- the management system manual;
- qualification criteria for auditors, verifiers and technical experts;
- the technical basis for granting verification

The members of the Impartiality Committee are appointed by specific bodies representing various sectors for which Vincotte nv/sa has obtained accreditation.

14. ARCHIVING

Verification statements, input data, outputs, reports, reviews, decisions and all verification evidence are kept by Vincotte nv/sa for at least 5 years.

If, for reasons of confidentiality, the verification evidence has not been communicated Vincotte nv/sa (Remote verification for example), it is the responsibility of the organization to retain such verification evidence for a minimum period of time 5 years.



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15. LANGUAGES

Vinçotte nv/sa operates as standard in French, Dutch and English. Checks may be carried out in any other language by mutual agreement.

The applicable language will be defined by the applicant at the time of ordering. In principle, the languages of the main documentation and the report are the same. A verification statement may be issued in all these languages by mutual agreement.

16. VERIFICATION FEES

The verification fee includes standard fees and special fees.

The standard verification fee is set by Vinçotte nv/sa on the basis of a daily and hourly rate. This fee covers the review of information as part of the pre-engagement, verification preparation, verification, and the time required to write the report.

These fees are defined on the basis of the level of verification requested and on the basis of any adjustments to the verification time as mentioned in Annex E of the CAS.

All amounts are invoiced after the corresponding verification phase has been carried out (usually after the verification report has been sent).

The daily and hourly rates cover supplements for which Vinçotte nv/sa cannot be held responsible, such as: re-checking the documentation, additional services, etc. These supplements are invoiced on a monthly basis after the services concerned.

The surcharges are defined on a case-by-case basis and are based on the same principles as the standard charges.

17. RESILIATION

The verification contract can be terminated at any time by both parties by means of a registered letter subject to a notice period of 6 months.

Vinçotte nv/sa reserves the right to immediately terminate any ongoing evaluation activity in the event that the verifier, or any other member of its staff in the exercise of his or her duties, feels threatened in his or her physical, moral and/or emotional integrity or in the event that he or she is subject to racist acts or remarks, sexist, homophobic,...

Vinçotte nv/sa also reserves the right to file a complaint with the police in the event that such a situation occurs. This could also be considered by Vinçotte nv/sa as a case of unilateral breach of contract without notice. All costs incurred by Vinçotte nv/sa shall remain due by the Company.

18. LOSS OF ACCREDITATION

Vinçotte nv/sa is subject to the supervision of one or more accreditation bodies and takes all necessary measures to maintain the accreditations obtained. If Vinçotte nv/sa loses all or part of an accreditation to a reference standard (e.g. for a certain sector), all relevant contractual commitments with the applicant are terminated with immediate effect.



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19. APPLICABLE LAW AND DISPUTES

These general regulations are subject to Belgian law. Any dispute concerning the validity, interpretation and implementation of the rules shall, after an unsuccessful attempt at amicable settlement, fall under the exclusive jurisdiction of the Brussels Court of First Instance.

20. INTELLECTUAL PROPERTY

All documents issued by the Verification Body, including but not limited to reports or verification statements, are and shall remain the property of the Verification Body. If the Organization provides copies of the verification documents to third parties, it may do so only in full.

The use of the BELAC logo by the Organization is strictly prohibited.

The Organization having received a validation from Vincotte nv/sa attesting that the Cybersecurity measures put in place by the Organization comply with the requirements of the CyFun® at the possibility of contacting the CCB in order to obtain the right to use the planned logo. The procedure to be followed by the Organization is set out in Part III of the CyFun® CAS. The Organization will comply with all regulations relating to the use of schema owners' logos.

The Vincotte "V" logo (hereinafter "registration logo") may be transmitted to the Organization by the Verification Body upon request. A written request must be sent to Vincotte.

The Verification Body's registration logo may only be used by the Organization under the following conditions:

The registration logo is always used in conjunction with the name of the Organization and the verification statement issued by the Verification Body.

The registration logo may only be used in connection with the activities covered by the relevant verification statement. The registration logo may not be associated with activities that are not covered by the verification statement, or with services that give the impression that they themselves are covered by the verification statement. The Organization must indicate the activities, or services to which the verification statement applies in order to avoid confusion through the use of the registration logo.

The registration logo may not be affixed to a product or its immediate packaging.

In case of doubt about the use of the registration logo, the Organization must seek the prior written permission of the Verification Body.

The Organization shall cease any form of use of the registration logo that is unacceptable to the Verification Body at the first request of the Verification Body.

At the end of the period of validity of the verification declaration, for whatever reason (expiry of the validity period, withdrawal by the Verification Body, etc.), the Organization undertakes to cease without delay all use of the registration logo and to destroy the stock of material on which the registration logo appears.

In the event of a change (extension or limitation) in the scope of the verification, the Organization undertakes to cease the use of the old version of the verification declaration, to use the newly issued verification declaration and to adapt the use of the registration logo.

Any non-compliant or fraudulent use of the Declaration of Conformity, the Registration Logo, or the name or reputation of the Verification Body is strictly prohibited. The Verification Body reserves the right to take legal action against any abnormal or abusive use of the verification statement, the registration logo or the name or reputation of the Verification Body and to claim damages. In addition, the Verification Body reserves the right to require the immediate cessation of the use of the registration logo or the name of the Verification Body, without owing any compensation to the Organization.



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21. GDPR

The Parties undertake to comply with the rules relating to the protection of personal data in accordance with the GDPR.
