

# Instructions for filling and signing the present ISG PARTICIPANT Agreement

The present **ISG PARTICIPANT AGREEMENT** shall be filled and signed (digitally or manually) by the duly authorized representative of an **ETSI Observer or a non-ETSI member organization**.

*ETSI Full members, ETSI Associate members or applicants to ETSI Full or Associate membership shall sign an ISG MEMBER AGREEMENT.*

## Filling and signing Page 9

Fill in the fields marked with  and sign 

<b>Date</b>	date of signature of the document by the Signatory
<b>Signature</b>	manual or electronic signature
<b>Name</b>	first / last name of the Signatory's representative duly authorized to sign
<b>Title</b>	title of the Signatory's representative duly authorized to sign

## Filling Page 10

Fill in the fields marked with 

<b>Full name of the organization</b>	full name of the Signatory
<b>Nationality</b>	country where the Signatory is located
<b>Legal form</b>	legal form of the Signatory
<b>Identification n° or VAT n°</b>	identification n° or VAT n° of the Signatory
<b>Corporate website</b>	URL of the Signatory's web site
<b>Notification Details</b>	
<b>First name</b>	first name of the official contact of the Signatory
<b>Last name</b>	last name of the official contact of the Signatory
<b>Address</b>	address of the official contact of the Signatory
<b>Facsimile</b>	fax number of the official contact of the Signatory
<b>Telephone</b>	telephone number of the official contact of the Signatory
<b>Email address</b>	email address of the official contact of the Signatory

## Sending the signed document(s) back to ETSI

<b>ELECTRONIC VERSION (with digital signature)</b>	<b>OR</b>	<b>PAPER VERSION (with manual signature)</b>
<b>DIGITALLY SIGN</b> the Agreement and send the electronic copy (.pdf) by email to: <a href="mailto:isg_agreements@etsi.org">isg_agreements@etsi.org</a>		<b>MANUALLY SIGN</b> 2 paper copies of the Agreement and post them to:  <b>ETSI ISG Agreements / MEA 650 Route des Lucioles 06921 Sophia-Antipolis Cedex FRANCE</b>
One copy, countersigned by Luis-Jorge ROMERO-SARO, Director-General of ETSI, will be returned to you.		



# ETSI Industry Specification Group relating to IPv6 Best Practices PARTICIPANT AGREEMENT

## between

The European Telecommunications Standards Institute (hereinafter referred to as "ETSI"), a French non-profit making association organized under the law of July 1, 1901, located at 650 Route des Lucioles, 06560 Valbonne Sophia Antipolis, France, represented by its Director-General, (hereinafter referred to as the "Director-General")

## and

The ISG Participant specifically identified in **Annex 1** hereof (hereinafter referred to as the "Signatory").

## Whereas:

- A. ETSI is a standard-setting organization in the field of telecommunications, officially recognized by the European Union as a European Standards Organisation;
- B. The Signatory is, either i) an ETSI Observer, or ii) a person or legal entity which, even though it is not an ETSI Full or Associate member or an applicant to ETSI Full or Associate membership, is wishing to participate in the work of the ISG identified in **Annex 2** hereof (hereinafter, the "ISG"), and has been authorized by the Director-General to participate in the work of the ISG;
- C. The Director-General has approved the creation of the ISG and its Terms of Reference as attached in **Annex 4** hereafter;
- D. The Signatory wishes to participate in the work of the ISG as an ISG Participant (as this term is defined below) in accordance with Clause 3.4 of the ETSI Technical Working Procedures and has agreed to enter into and be bound by the terms of the present Agreement, which cancels and replaces the previous ISG Participant Agreement.

## It is agreed as follows:

### 1. Incorporation by reference and definitions

#### 1.1. Incorporation by reference

Subject to Discretionary Decisions, the decision making processes set forth in **Article 8** of the present Agreement and any authorized deviations from the ETSI Technical Working Procedures provided under **Article 9** of the present Agreement, the parties hereby agree to be bound by and comply with the terms and rules relating to the creation, organization, operation and termination applicable to Industry Specification Groups set forth in the [ETSI Directives](#), including the ETSI Guidelines for Antitrust Compliance which shall be incorporated by reference and form an integral part hereof.

#### 1.2. Definitions

In the present Agreement, all capitalized terms and expressions not otherwise defined herein shall have the meaning ascribed to them in the [ETSI Directives](#), and, unless otherwise required by the context:

- (a) "Director-General" shall have the meaning ascribed to it in the presentation of the parties;
- (b) "Discretionary Decisions" shall have the meaning ascribed to it in **Article 8.1** of the present Agreement;
- (c) "ETSI Directives" shall mean the set of documents ruling ETSI available at <http://portal.etsi.org/directives/home.asp> and applicable on the date set forth in **Annex 2** hereof as well as their subsequent versions and evolutions adopted during the lifetime of the ISG;
- (d) "ETSI IPR Policy" shall have the meaning ascribed to it in **Article 2** of the present Agreement;

- (e) "ETSI Technical Working Procedures" shall mean the document in the [ETSI Directives](#) which apply to the present Agreement;
- (f) "ISG Member" shall mean, when used in relation to the ISG, either an ETSI Full or Associate member or an applicant to ETSI Full or Associate membership which has been authorized by the Director-General to participate in the work of the ISG and which has signed the ISG Member Agreement;
- (g) "ISG Participant" shall mean, when in relation to the ISG, either an ETSI Observer or a legal entity which, even though it is not an ETSI Full or Associate member or an applicant to ETSI Full or Associate membership, has been authorized by the Director-General to participate in the work of the ISG and which has signed the ISG Participant Agreement;
- (h) "Terms of Reference" shall mean those Terms of Reference approved by the Director-General on the date set forth in **Annex 2** hereof as well as their subsequent versions and evolutions adopted during the lifetime of the ISG, setting out, inter alia, the scope of the ISG, the planned deliverables and delivery dates, and the planned collaboration with other bodies;
- (i) "Attendee" shall mean any individual
  - participating physically or remotely in an ISG meeting; or
  - participating in an electronic ISG meeting; or
  - participating in the work of the ISG by using (non-real-time) electronic working methods;
- (j) "Counsellor" shall mean the representatives of the European Commission (EC) as well as representatives of the Secretariat of the European Free Trade Association (EFTA). ETSI Counsellors may attend ISG meetings without signing any ISG Agreements or paying any participation fees;
- (k) "Observer" shall mean a legal person fulfilling the conditions for ETSI Full member or Associate member status but choosing not to have the right to participate fully in the proceedings of the Institute;
- (l) "Group Specification" (GS) shall mean an ETSI deliverable, containing normative provisions, approved for publication by an ISG;
- (m) "Group Report" (GR) shall mean an ETSI deliverable, containing only informative elements, approved for publication by an ISG;
- (n) "Business Day" shall be considered as every French official working day of the week.

## 2. Intellectual Property

The Signatory agrees to the terms of, and shall abide by, the ETSI IPR Policy set forth in Annex 6 of the [ETSI Rules of Procedure](#) and their subsequent versions and evolutions (hereinafter, the "ETSI IPR Policy").

## 3. ISG membership: duties and rights

The ISG membership comprises ISG Members and ISG Participants.

### 3.1. Duties and rights

ISG Members and ISG Participants have the duty to constructively cooperate in compliance with all applicable competition law rules on the development of ISG Group Reports and/or ISG Group Specifications within the scope of the ISG as described in its Terms of Reference.

The ISG Chairman is responsible for both external communication and internal reporting obligation to ETSI.

Any communication outside the ISG itself by the ISG Chairman and/or by the ISG Members and ISG Participants shall be made in coordination with the Director-General.

It is accepted that an ISG can have its own valuable opinion which can differ from ETSI's opinion. Therefore in case of external communication, the ISG Chairman shall ensure that such communication is clearly made by the ISG and marked as such for avoiding any confusion of representation with ETSI.

In the case of a public consultation, the ISG Chairman shall beforehand coordinate with the Director-General. When a response to such public consultation is envisaged, if the response is addressing technical matters, the ISG Chairman shall ensure that such response is clearly specified as coming from the ISG and differentiated from ETSI's answer.

If the response is addressing non-technical matters, such response shall be reviewed by the Director-General.

ISG Participants shall not be entitled to vote.

## 3.2. Confidentiality

- (a) The Signatory undertakes that (unless the prior written consent of all the ISG Members and ISG Participants shall first have been obtained pursuant to the general decision making process set forth under **Article 8** of the present Agreement) it shall, and shall procure that its officers, employees, advisers and agents shall keep confidential and not by failure to exercise due care or otherwise by any act or omission disclose to any person whatever, or use or exploit commercially for its or their own purposes, any of the confidential information disclosed to the Signatory in relation to its attendance of the meetings of the ISG.

For the purposes of the present Article, "confidential information" shall include:

- (i) information of whatever nature concerning the business, finances, assets, liabilities, dealings, transactions, know-how, customers, suppliers, processes or affairs of the ISG Members and Participants;
  - (ii) any information which is expressly indicated to be confidential or is imparted by one ISG Member or ISG Participant or ETSI in circumstances importing an obligation of confidence;
  - (iii) any information which the ISG Participant may from time to time receive or obtain (orally or in writing or in electronic form) as a result of entering into, or performing its obligations pursuant to, the present Agreement or attending the meetings of the ISG (including but not limited to any meeting documents such as proposals, drafts, reports, etc.).
- (b) The consent of all the ISG Members and ISG Participants under (a) above shall not be required for disclosure by the Signatory of any confidential information:
- (i) to its officers, employees and agents, in each case, to the extent required to enable the Signatory to carry out its obligations under the present Agreement and who shall in each case be made aware by the Signatory of its obligations under the present Agreement and shall be required to observe the same restrictions on the use of the relevant information as are contained in the present Article;
  - (ii) to its professional advisers who are bound to such party by a duty of confidence which applies to any information disclosed;
  - (iii) to the extent required by applicable law or by the regulations of an administrative or regulatory authority to which the Signatory is subject or pursuant to any order of court or other competent authority or tribunal;
  - (iv) to the extent that the relevant confidential information is in the public domain otherwise than by breach of the present Agreement by the Signatory;
  - (v) which is disclosed to the Signatory by a third party who is not in breach of any undertaking or duty as to confidentiality whether express or implied;
  - (vi) which is rightfully received by the Signatory from a third party without a duty of confidentiality; or
  - (vii) which the Signatory can prove that it lawfully possessed prior to obtaining it from ETSI or any ISG Member or ISG Participant.

- (c) If the Signatory becomes required, in circumstances contemplated by **Article 3.5(b)(iii)** to disclose any information, the Signatory shall give to ETSI and all the ISG Members and ISG Participants such notice as is practical in the circumstances of such disclosure and shall co-operate with ETSI and all the ISG Members and ISG Participants and take such steps as they may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.

## 4. ISG participation fee

The Signatory wishing to attend a face-to-face ISG meeting shall pay the relevant individual participation fee to ETSI prior to the meeting using the dedicated online payment facility as described in **Annex 5** hereof.

The Signatory agrees that such participation fee may be modified by a decision of the Director-General. Such decision shall be notified by the Director-General to the ISG Chairman and becomes effective as from the date of the notification by the ISG Chairman to the ISG and becomes effective as from the date of the notification by the ISG Chairman to the ISG.

## 5. ETSI Secretariat resources

Basic administrative support will be provided by the ETSI Secretariat at no additional cost to the ISG Members and ISG Participants e.g.:

- info/meeting/document handling area on the ETSI Portal;
- document storage area on the ETSI Docbox server;
- e-mail lists provision;
- entry of the Work Items into the ETSI Work Program Management (WPM) database;
- processing/publication of ISG Group Reports and/or Group Specifications, provided they have respected the ETSI Drafting Rules;
- a support officer will be allocated to provide guidance and assistance to the ISG;
- support for meetings will be provided when the meeting is held at the ETSI Headquarters, e.g.
  - meeting rooms in ETSI premises;
  - meeting support for invitations, badges, etc in ETSI premises;
  - refreshments in ETSI premises.

ISG meetings held outside of the ETSI Headquarters shall be supported by the hosting organization.

In addition the ETSI Secretariat may support the ISG in organizing workshops and possible interoperability events.

### 5.1. Additional administrative support

The ISG Chairman may request that the ISG receive additional administrative support from the ETSI Secretariat, provided that the Director-General agrees and

- either the ISG Members and ISG Participants agree to provide voluntary contributions to cover the costs of such additional support and the ETSI Secretariat shall only provide the requested additional administrative support after receipt by ETSI of all payments corresponding to such contributions,
- or resources corresponding to such additional support are approved by the ETSI Board upon petition by the ISG Chairman.

### 5.2. Resources requirements

No resource requirements, beyond the "Basic Administrative Support" provided by the ETSI Secretariat to ISGs have been identified.

Further resource requirements may be identified from time to time by the ISG Members, who will decide on the funding arrangements as required.

## 6. Convening an ISG meeting

### 6.1. Invitation to an ISG meeting

The Director-General will announce the first physical meeting (“Kick-off Meeting”) of the ISG in a Collective Letter to the ETSI members, providing at least thirty (30) days’ notice.

The invitation to an ISG physical meeting and the necessary logistical information shall be disseminated by the hosting organization at least thirty (30) days before the meeting to all on the ISG membership list.

## 6.2. Agenda for an ISG meeting

The Director-General will announce the draft agenda for first physical meeting (“Kick-off Meeting”) of the ISG in a Collective Letter to the ETSI members, providing at least thirty (30) days’ notice.

The draft agenda shall be disseminated by the ISG Chairman to all on the ISG membership list at least thirty (30) days before a physical meeting.

The draft agenda shall include details of draft ISG Group Reports and/or Group Specifications for approval and ISG Chairman/Vice-Chairmen and/or Working Group Chairmen for appointment.

Any other subject matters where voting may be required shall also be included and indicated in the draft agenda.

ISG Group Reports and Group Specifications will only be approved within ISG physical meetings, or over a period which may extend beyond the end of the ISG physical meeting whereby the ISG Members use electronic voting.

## 6.3. Documentation for an ISG meeting

Contributions for an ISG meeting shall be uploaded a minimum of seventy-two (72) hours prior to a meeting.

Late contributions shall be deferred to the next meeting unless there is a Consensus to make an exception.

Meeting documents shall follow a consistent numbering system as shown in the following example:

### **ETSI/ISG(nn)x\_filename**

This numbering system has the following logical elements:

ETSI:	to indicate that it is an ETSI document;
ISG:	the name of the ISG or related Working Group;
(nn):	to indicate the year, e.g. (16);
x:	to indicate a unique n° of the document, appended with a revision n° if applicable;
filename:	filename of the document.

## 6.4. Registration for an ISG meeting

Every Attendee shall register prior to a physical or electronic ISG meeting using the Meeting Application on the ETSI Portal or on arrival at the meeting.

Where registration is made on arrival at the meeting each Attendee representing an ISG Member or an ISG Participant shall declare the precise name of that ISG Member or ISG Participant organization.

An Attendee may only represent one (1) ISG Member or one (1) ISG Participant.

## 6.5. Maintaining an ISG membership list

The ISG shall maintain an ISG membership list within an email exploder list established specifically for that purpose.

Any individual may join this email exploder list if he/she is a representative of a legal entity that has signed the ISG Member Agreement or the ISG Participant Agreement and has an ETSI-On-Line (EOL) user account, and those who join this email exploder list will be considered as being on the ISG membership list.



Failure to reconfirm the intention to remain on the email exploder list at regular intervals (lists are normally reviewed every six (6) months) will result in removal from this email exploder list and thus from the ISG membership list.

The ISG membership list shall be used for the dissemination of information, for building of Consensus, and for formal decision making within the ISG.

## 7. Preparation of ISG Group Reports (GR) and Group Specifications (GS)

ISG Group Reports and Group Specifications are prepared within the ISG or within specific ISG Working Groups. The ISG Working Groups are chaired by ISG Working Group Chairmen, who are appointed according to the rules of operation of the ISG.

All draft ISG Group Reports and ISG Group Specifications should be approved by Consensus by the ISG Members and ISG Participants according to the rules of operation of the ISG. In case Consensus cannot be achieved then **Article 1.1** of **Annex 3** applies.

If an ISG Group Report or Group Specification is prepared in an ISG Working Group and fails to be approved by the ISG Members and ISG Participants, it shall be referred back to the ISG Working Group.

## 8. Decision Making

The Signatory undertakes to comply with all applicable laws and regulations, including EC and national competition laws and regulations, and to refrain from implementing any discriminatory decision making process in the context of the ISG.

### 8.1. Discretionary Decisions

The ISG shall be operated pursuant to the rules set forth in the ETSI Technical Working Procedures, provided however that the ISG Members and ISG Participants may take decisions on issues concerning its organizational structure, the possible revision of the ISG Terms of Reference of its Working Groups, the approval of draft ISG Group Reports and Group Specifications and more generally, any matter which is left at their discretion under the [ETSI Directives](#) (hereafter, the "Discretionary Decisions"). Such decisions will be binding upon the ISG Members and ISG Participants.

### 8.2. General decision making process

In accordance with Clause 3.7 of the ETSI Technical Working Procedures, and subject to the provisions of **Article 1.1** of the present Agreement, the Signatory agrees that the Discretionary Decisions taken by the ISG Members and ISG Participants shall be binding upon the Signatory when taken according to the rules laid down in Clause 1.7 of the ETSI Technical Working Procedures, except for any variations provided for in **Annex 3** hereof.

## 9. Authorized deviations from the ETSI Technical Working Procedures

The ISG shall operate pursuant to the rules set forth in the ETSI Technical Working Procedures, with the exceptions provided in **Annex 3** hereof.

## 10. No assignment

Except written Agreement by the Director-General, the rights and obligations of the Signatory under the present Agreement are personal to the Signatory and shall not be assigned (whether absolutely or by way of security and whether in whole or in part), sub-contracted, delegated, transferred, pledged, declared in trust for a third party, or otherwise disposed of in any manner whatsoever (each of the above an "assignment") and any such purported assignment in contravention of this Article shall be ineffective.

## 11. Limitation of liability

ETSI, its officers, employees and agents shall have no liability to the Signatory in respect of any actual or expected loss of profits, loss of revenue, loss of goodwill, loss of opportunity, loss of business, or increased costs or expenses.



The ISG Participant shall have no liability to the other signatories in respect of an indirect loss of profits, loss of revenue, loss of goodwill, loss of opportunity, loss of business, or increased costs or expenses.

## 12. Term and termination

### 12.1. Date of termination

The present Agreement shall enter into force as from the date of its execution by the parties and shall remain effective until the earlier of (i) the date of termination of the ISG, (ii) the date of the Signatory's resignation from the ISG, (iii) the date of the revocation of the invitation pursuant to which the Signatory was authorized to attend ISG meetings, (iv) the date of the Signatory's revocation from the ISG if the Signatory commits a material breach of any of its obligations under the present Agreement (including the [ETSI Directives](#) incorporated by reference pursuant to **Article 1.1** of the present Agreement and the ISG Terms of Reference) and fails to remedy the same within thirty (30) days after receiving notice to do so (hereinafter, the "date of termination").

For the purpose of determining the date of termination:

- (a) the date and conditions of termination of the ISG shall be decided by the Director-General pursuant to Article 8.3.9 of the [ETSI Rules of Procedure](#) and Clause 3.2 of the ETSI Technical Working Procedures;
- (b) the Signatory may resign as ISG Participant at any time by sending a resignation notice to the Director-General, copy to the ISG Chairman, and the date of the Signatory's resignation from the ISG shall be deemed to be the date of receipt of the resignation notice by the Director-General;
- (c) the Director-General may revoke at any time the invitation or authorization to attend meetings of the Signatory by sending a revocation notice to the Signatory, copy to the ISG Chairman, and the date of revocation of the Signatory from the ISG shall be deemed to be the date of receipt of the revocation notice by the Signatory;
- (d) the Director-General may revoke at any time the invitation or authorization to attend meetings of the Signatory in the event the Signatory commits a material breach of its obligations under the present Agreement by sending a revocation notice to the Signatory, copy to the ISG Chairman, and the date of revocation of the Signatory from the ISG shall be deemed to be the date of receipt of the revocation notice by the Signatory;

### 12.2. Effect of termination

Upon occurrence of the date of termination, the present Agreement shall automatically terminate and the Signatory shall cease to participate in the work of the ISG and shall no longer receive any benefit or information as an ISG Participant, it being provided however that termination of the present Agreement for any reason:

- (a) shall be without prejudice to any rights or obligations which shall have accrued or become due prior to the date of termination and the Signatory shall remain bound to duly perform and complete any and all obligations which shall have arisen out of or in connection with the present Agreement prior to the date of termination, including any transfer or license of intellectual property rights (or undertakings to transfer or license intellectual property rights) pursuant to the [ETSI IPR Policy](#) and **Article 2** of the present Agreement;
- (b) shall not affect any right or obligation of any party under the [ETSI Directives](#), which shall continue into force after the termination of the present Agreement (except in the event of the Signatory's resignation or expulsion from ETSI, in which case the provisions of Article 1.4 of the [ETSI Rules of Procedure](#) shall apply); and
- (c) shall not prejudice the rights or remedies which any party may have in respect of any breach of the terms of the present Agreement prior to the date of termination.

### 12.3. Termination of the ISG

In the event of termination of the ISG, the parties agree that the ISG shall, prior to the date of termination of the ISG (as determined pursuant to **Article 12.1(a)** of the present Agreement), submit to the Director-General

recommendations concerning the maintenance of Group Report(s) and/or Group Specification(s) produced by the ISG.

## 13. Notice

Unless otherwise specified by the Director-General, a notice (including any approval, consent, request, or other communication) in connection with the present Agreement must be in writing, in the English language, and left at the address of the addressee or sent by pre-paid registered delivery with return receipt requested/express mail (air mail if posted from or to a place outside France) to the address of the addressee or sent by facsimile to the facsimile number of the addressee, and marked for the attention of the person so specified, or to such other address or facsimile number, and/or marked for the attention of such other person as the relevant party may from time to time specify by notice given in accordance with this Article, and, for the avoidance of doubt, must not be sent by e-mail.

The relevant details of the Signatory are set forth in **Annex 1** hereof and the relevant details of ETSI are as follows:

Addressee: ETSI, 650 route des Lucioles, 06921 Sophia Antipolis Cedex, France  
Attention: Director-General  
Facsimile: +33 (0)4 93 65 47 16

In the absence of evidence of earlier receipt, a notice shall take effect and be deemed received:

- (a) in the case of a notice left at the address of the addressee, upon delivery at that address;
- (b) in the case of a posted letter, the seventh day after posting; and
- (c) in the case of a facsimile, on production of a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

A notice received or deemed to be received on a day which is not a Business Day or after 5pm on any Business Day according to local time in the place of receipt, shall be deemed to be received on the next following Business Day.

## 14. Severance/unenforceable provisions

If any provision or part of the present Agreement is deemed void or unenforceable due to applicable law, it shall be deemed to be deleted and the remaining provisions of the present Agreement shall continue in full force and effect.

## 15. Variation and waiver

### 15.1. Variation

Subject to the [ETSI Directives](#) and the ISG Terms of Reference, this Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof. No variation (including any supplement, deletion or replacement, however effected) of the present Agreement shall be effective unless it is in writing (which for this purpose, does not include e-mail) signed by or on behalf of each of the parties to the present Agreement.

### 15.2. Waiver

The rights and remedies of the parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the parties.

No single or partial exercise of any right or remedy prevents any further or other exercise thereof or the exercise of any other right or remedy.

## 16. Third party beneficiary (“stipulation pour autrui”)

The Signatory shall have sight of and shall accept the terms and conditions provided for the benefit of the ISG Participants in any ISG Member Agreement entered into between ETSI and an ISG Member. As a result of such

acceptance, all provisions of such an ISG Member Agreement provided for the benefit of the ISG Participants, acting individually or collectively, shall be binding upon the ISG Participant and may be enforced by the Signatory pursuant to Article 1205 of the French Civil Code.

## 17. Governing law, jurisdiction and service of process

### 17.1. Governing law

This Agreement shall be governed by and interpreted in accordance with French law.

### 17.2. Jurisdiction

Each party irrevocably agrees for the benefit of ETSI that any claim, dispute or difference concerning the present Agreement and any matter arising therefrom shall be handled exclusively under the competent Tribunal in the jurisdiction of ETSI's registered head office in Grasse (France).

The submission to this specific jurisdiction shall not (and shall not be construed so as to) limit the right of ETSI to bring legal proceedings in any other court of competent jurisdiction including without limitation the courts having jurisdiction by reason of the Signatory's domicile.

Legal proceedings by ETSI in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether by way of substantive action on the merits, emergency or provisional relief, injunction, enforcement or otherwise.

### 17.3. Service of process

Each party agrees that without preventing any other mode of service, any document in an action (including, but not limited to, a claim form or any other document to be served pursuant to the provisions of the French Code of Civil Procedure) may be served on any party at its address for service of notices under the present Agreement and each party undertakes to notify the other party in advance of any change from time to time of the details of such address in accordance with the manner prescribed for service of notices in the present Agreement.

For ETSI

Date

Signature

Name

Luis-Jorge Romero

Title

Director-General

For the Signatory

Date



Signature



Name








Title






## ANNEX 1

### Identification of the Signatory

Full name of the organization	<input type="text"/>	
Nationality	<input type="text"/>	
Legal form	<input type="text"/>	
Identification number, or VAT number	<input type="text"/>	
Corporate Website	<input type="text"/>	

### Notification Details

First name	<input type="text"/>	
Last name	<input type="text"/>	
Address	<input type="text"/>	
Facsimile	<input type="text"/>	
Telephone	<input type="text"/>	
Email-address	<input type="text"/>	

The representative of the Signatory whose name and title appear on the signature page of the present Agreement is duly authorized for the purposes hereof.

## ANNEX 2

### Identification of the ISG

- Name of the ISG: **IPv6 Best Practices (IP6)**
  
- Names of the ISG Founding Members:
  - **University of Luxembourg**
  - **Cisco**
  - **University of Athens**
  - **Cosmote/OTE**
  
- Date of approval of the creation of the ISG by the Director-General: **24 NOVEMBER 2014.**
- Latest date of approval of the ISG term extension by the Director-General: **22 JUNE 2017.**

## ANNEX 3

### Authorized deviations from the ETSI Technical Working Procedures

In the following, deviations from the applicable ETSI Technical Working Procedures as agreed by the ISG Founding Members are stipulated.

#### 1. Decision making

##### 1.1. Principles of decision making

The ISG shall endeavour to reach Consensus on all issues, including the approval of draft ISG Group Reports and Group Specifications. If Consensus cannot be achieved, the ISG Chairman can decide to take a vote which may be performed by a secret ballot. A vote may be conducted during an ISG meeting or by correspondence.

Where voting is used, vote results shall be evaluated by the ISG Chairman on the basis of one (1) ISG Member, one (1) vote.

ISG Participants do not have the right to vote.

For all decisions, except for the appointment of ISG Chairman/Vice-Chairmen and ISG Working Group Chairmen, a proposal shall be deemed to be approved if seventy-one (71)% of the votes cast by the ISG Members are in favour.

Abstentions or failure to submit a vote shall not be included in determining the number of votes cast.

If a proposal fails to achieve seventy-one (71) %, the result shall be re-calculated using the votes of the ETSI Full members only. If the re-calculated result achieves seventy-one (71) % the proposal shall be deemed to be approved.

The ISG Chairman of a physical or electronic meeting is responsible for distributing an ISG meeting report (minutes of the meeting), including Consensus results and vote results if any, within fifteen (15) days of the closing of the ISG meeting.

##### 1.1.1. Voting during an ISG meeting

The following procedures apply for voting during an ISG meeting or an ISG Working Group meeting:

- before voting, a clear definition of the issues shall be provided by the ISG Chairman;
- voting ISG Members shall only be entitled to one (1) vote per ISG Member (the voting weight shall be one (1) per voting ISG Member);
- on any matter brought to vote, the ISG Chairman can be requested by any ISG Member or ISG Participant to note in the ISG meeting report the synopsis of any dissenting opinion in the meeting;
- if an ISG Member has more than one (1) representative present, only one (1) representative may vote;
- if manual voting procedures are used, each ISG Member may only cast the vote once;
- if electronic voting procedures are used, votes may be changed prior to the closure of the vote;
- ISG Members are only eligible for voting (voting Members) if they have been present during at least two (2) out of the previous three (3) meetings;
- ISG Founding Members as identified in the present Agreement shall be eligible to vote during and up to the end of the first three (3) physical meetings following the creation of the ISG. Thereafter they are subject to the above participation requirements as for all other ISG Members;

- the opinions of ETSI Counsellors should be noted;
- voting by proxy is not permitted;
- there are no quorum requirements;
- the result of the vote shall be recorded in the ISG meeting report.

## 1.1.2. Voting by correspondence

The following procedures apply for voting by correspondence:

- before voting, a clear definition of the issues shall be provided by the ISG Chairman and disseminated to all on the ISG membership list;
- the voting period shall be defined by the ISG Chairman and communicated to all on the ISG membership list;
- voting ISG Members shall only be entitled to one (1) vote per ISG Member (the voting weight shall be one (1) per voting ISG Member);
- votes may be changed prior to the closure of the vote;
- ISG Members are only eligible for voting (voting Members) if they have been present during at least two (2) out of the previous three (3) meetings;
- there are no quorum requirements;
- electronic voting only shall be used for voting by correspondence (e.g. the ETSI tool <https://portal.etsi.org/webapp/tbdecision3/Help/voting.asp>);
- at the end of the voting period, the ISG Chairman shall count the votes using the majority described in **Article 1.1** of **Annex 3** above;
- the result of the vote shall be disseminated to everybody on the ISG membership list within fifteen (15) days.

## 1.1.3. Voting for the election of an ISG Chairman/Vice-Chairman and/or ISG Working Group Chairman

For the purpose of electing any ISG Chairman/Vice-Chairman and/or ISG Working Group Chairman the procedures given in **Articles 1.1, 1.1.1 and 1.1.2** of **Annex 3** shall apply.

In the case where there is more than one (1) candidate, a secret ballot shall be used.

For interpreting the result of an election for an ISG Chairman, Vice-Chairman or WG Chairman a simple majority of the votes cast shall be used.

In addition to performing his tasks in strict impartiality and in the interest of ETSI, the ISG Chairman shall be responsible for the voting process and shall ensure that confidentiality is maintained.

If the vote is conducted during an ISG meeting only the final result shall be recorded in the ISG meeting report.

If the vote is conducted by correspondence only the final result of the vote shall be disseminated to the ISG membership list.

## 1.2. Appealing against an ISG Chairman's decision

For information, any ISG Member who is against the ISG Chairman's ruling on a vote may submit its case to the Director-General for decision. In such cases the ISG Member shall also inform the ISG Chairman beforehand.

When the ISG Chairman has made a ruling, his decision shall be taken as the basis for future operations, unless overturned by the Director-General.



## **2. Appointment of ISG Chairman/Vice-Chairmen and/or Working Group Chairmen**

For information, the ISG Chairman, Vice-Chairmen and Working Group Chairmen shall be appointed by the ISG Members for a period of two (2) years.

The appointment shall be confirmed by the Director-General.

After each period they may be re-appointed.

## **3. Participation in the work of an ISG**

The ISG Participant Agreement will be terminated if the ISG Participant has not participated in at least two (2) consecutive meetings of the ISG.

The ISG Chairman shall periodically review the participation record of authorized ISG Participants and in addition, access to meeting documents, mailing lists etc. shall be removed from authorized ISG Participants if they fail to participate in, or register and pay individual participation fees for two (2) consecutive meetings in the time period mentioned above.

**ANNEX 4**  
**ETSI Industry Specification Group (ISG)**  
***IPv6 Best Practices (IP6)***  
**Terms of Reference (ToR)**

Date of approval of the initial ISG ToR by the Director-General: **24 NOVEMBER 2014**

Date of approval of the present revised version of the ISG ToR by the Director-General: **22 JUNE 2017**

## 1. Scope

The ISG IP6 will produce state-of-the-art documents (GRs and GSs) describing IPv6 best practices using real-world technical recommendations. The work will be based on quality input provided by the ISG IP6 experts who have scanned across many diverse IPv6 experiences and real-life ISP, mobile operators and enterprise deployments based on results and success stories and aimed at demonstrating the way forward for this first upgrade of the Internet.

## 2. Planned deliverables

During the second phase, the ISG IP6 intends to work on:

- 1) completion of outstanding work from the phase  
and
- 2) new work including:
  - IPv6-based Fog Computing,
  - IPv6 Privacy,
  - IPv6 for Transportation.

## 3. Collaboration with other bodies (both inside and outside ETSI):

The ISG IP6 will establish (or continue) liaison relationships with the following bodies:

- 3GPP
- ISG NFV
- ISG ENI
- ISG MEC
- Others (to be added as required)



## ANNEX 5

### ISG participation fees

ISG Participants shall pay an individual participation fee for attending ISG meetings.

The individual participation fee is calculated on the basis of

- €200 (excluding taxes) per person per meeting day (regardless of the actual attendance of the ISG Participant)

or

- €700 (excluding taxes) per person per meeting (regardless of the actual attendance of the ISG Participant),

whichever is lower.

