

To: ETSI MEMBERS AND COUNSELLORS

Subject: Participating to ISGs without having to sign an ISG Member Agreement

Dear Madam,
Dear Sir,

Further to the decision taken during the Specially Convened Meeting (SCM) of the ETSI General Assembly (GA#80 / 29-30 Nov. 2022), to allow any ETSI Full or Associate member to participate in the activities of an ETSI Industry Specification Group (ISG) without having to sign an ISG Member Agreement, I am very pleased to invite you to go through the following interim process should your organization or your Corporate Group wishes to immediately join an ISGⁱ:

The Official Contact of the ETSI member organization or Corporate Group wishing to join one or several ISGs, shall send an email to isg_agreements@etsi.org with

- i. **First name, last name of the Official Contact** as recorded in the ETSI database;
- ii. **Acronym of the ISG** of interest,
- iii. **Legal name(s) of the organization(s)** to be added as member(s) of the ISG of interest.

Note: In case of interest for several ISGs, please repeat steps ii. and iii. in the same email.

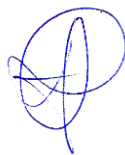
Upon reception of the request, the ETSI Secretariat will add the listed organization(s) to the relevant ISG membership and will notify both the Official Contact and the Technical Officer supporting the relevant ISG(s).

Once the above steps have been completed, any delegate of the said organization(s), already owning a personal EOL account, will be immediately entitled to subscribe to the relevant ISG email exploder list and/or to register to any upcoming meeting of the ISG.

Those delegates who do not own a personal EOL account yet, will be immediately entitled to request one via the [SIGN UP](#) feature available from the [ETSI Portal](#).

NOTE: the above interim process, which currently aims at immediately replacing the administrative burden of signing a Member Agreement to join an ISG, will disappear as soon as the ETSI Portal and the related applications will be adapted by the ETSI IT Department to make the participation of ETSI Full and Associate members to ISGs as transparent and easy as for Technical Bodies.

Yours faithfully,



Luis Jorge Romero Saro
ETSI Director-General

ⁱ No need to go through steps i to iii for the ISG(s) you are already member of.

ETSI Industry Specification Group relating to Permissioned Distributed Ledger (ISG PDL)

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 Member 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 Full or Associate member wishing to participate in the work of the ISG identified in Annex 2 hereof (hereinafter, the "ISG"), or ii) has applied for ETSI Full or Associate membership 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 Member (as this term is defined in **1.2(e)** 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.

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 **Annex 3** 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) "Discretionary Decisions" shall have the meaning ascribed to it in Article 8.1 of the present Agreement;
- (b) "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;
- (c) "ETSI IPR Policy" shall have the meaning ascribed to it in **Article 2** of the present Agreement;
- (d) "ETSI Technical Working Procedures" shall mean the document in the [ETSI Directives](#) which apply to the present Agreement;
- (e) "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;
- (f) "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;
- (g) "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;

- (h) "Attendee" shall mean any individual
 - participating face-to-face or remotely in an ISG meeting; or
 - participating in an online ISG meeting; or
 - participating in the work of the ISG by using (non-real-time) electronic working methods;
- (i) "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;
- (j) "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;
- (k) "Group Specification" (GS) shall mean an ETSI deliverable, containing normative provisions, approved for publication by an ISG;
- (l) "Group Report" (GR) shall mean an ETSI deliverable, containing only informative elements, approved for publication by an ISG;
- (m) "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.

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 Chair is responsible for both external communication and internal reporting obligations to ETSI.

Any communication outside the ISG itself by the ISG Chair 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 Chair 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 Chair 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 Chair 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 Members have the right to cast their vote on the approval of an ISG Group Report or Group Specification when necessary, and in other instances when decisions by the ISG Members are required.

ISG Members have the right to appeal directly to the Director-General to challenge an ISG Chair's decision and shall inform the ISG Chair beforehand.

4. ISG participation fee

ISG Members are not required to pay an individual participation fee for attending ISG meetings.

For information of the ISG Members, ISG Participants are required to pay an individual participation fee for attending ISG face-to-face meetings as described in **Annex 5** of the ISG Participant Agreement.

This individual participation fee may be modified by a decision of the Director-General. Such a

decision shall be notified by the Director-General to the ISG Chair and becomes effective as from the date of the notification by the ISG Chair 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 Chair 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 Chair.

5.2. Resources requirements

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

6. Convening an ISG meeting

6.1. Invitation to an ISG meeting

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

The draft agenda for face-to-face meetings shall be disseminated by the ISG Chair to all on the ISG membership list at least thirty (30) days before a face-to-face meeting.

The draft agenda shall include details of draft ISG Group Reports and/or Group Specifications for approval and ISG Chair/Vice-Chairs and/or Working Group Chairs 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 face-to-face meetings, or over a period which may extend beyond the end of the ISG face-to-face meeting whereby the ISG Members use electronic voting.

6.3. Documentation for an ISG meeting

All contributions for an ISG meeting shall be uploaded on the ETSI Portal according to the minimum delay decided by the ISG Chair.

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:

ISG(nn)x_filename

This numbering system has the following logical elements:

ISG: the name of the ISG or related Working Group;
(nn): to indicate the year, e.g. (18);
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 face-to-face or online 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 and for 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 Chairs, 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 the ISG Members and ISG Participants according to the ETSI Technical Working Procedures and deviations in **Annex 3** of the present document.

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 European 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, except 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 by 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 Member 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 Signatory's resignation or expulsion from ETSI,
- (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 Member at any time by sending a resignation notice to the Director-General, copy to the ISG Chair, 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 date of the Signatory's resignation or expulsion from ETSI shall be determined pursuant to Article 1.4 of the [ETSI Rules of Procedure](#);
- (d) the Director-General may revoke at any time the invitation or authorization to attend meetings of the ISG 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 Chair, 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 Reports(s) and/or Group Specification(s) produced by the ISG.

13. Notice

Unless otherwise specified by the Director-General, a notice in connection with the present Agreement shall be in writing, in English, and sent by registered letter with return receipt requested to the address of the addressee, and marked for the attention of the person hereunder.

For the avoidance of doubt, such notice shall 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, Director-General, 650 route des Lucioles
06921 Sophia Antipolis Cedex, France**

In the absence of evidence of earlier receipt, a notice shall take effect and be deemed received the seventh day after posting.

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.

No sustainable opposition by any ISG Member or ISG Participant will be considered as agreed to said variations which will then be materialized in writing.

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 Members in any ISG Participant Agreement entered into between ETSI and an ISG Participant. As a result of such acceptance, all provisions of such an ISG Participant Agreement provided for the benefit of the ISG Members, acting individually or collectively, shall be binding upon the ISG Members 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 of 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



ISG PDL MEMBER Agreement

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.

ISG RULES FOR INFORMATION

ANNEX 2

Identification of the ISG

Name: **ETSI ISG 'Permissioned Distributed Ledger' (ISG PDL)**

Names of the ISG Founding Members:

Alastria	Applicant member
Ericsson LM	Full member
Huawei Tech. (UK) Co. Ltd.	Full member
Intel Corporation (UK) Ltd.	Full member
MINECO	Full member
NEC Europe Ltd.	Full member
Telefonica S.A	Full member
Vodafone Group plc	Full member

Date of approval of the creation of the ISG by the Director-General: **30 November 2018**

Date of approval of the extension of the period of activity of the ISG by the Director-General: **6 September 2022**

ISG RULES FOR INFORMATION

ANNEX 3

Authorized deviations from the ETSI Technical Working Procedures

The ISG Founding Members agreed on the following deviations from the applicable ETSI Technical Working Procedures (TWP). The present deviations are based on version 39 (October 2018) of the ETSI Directives.

Deviation #1: Network Operators Council

Source ref: TWP Clause 3.9.1

No deviation, Clause 3.9.1 shall apply

Deviation #2 “Chair/Vice-Chairs and /or WG Chair mandate duration”

Source ref: TWP Clauses 3.3.1 and 3.3.2

The ISG Chair, Vice-Chairs and Working Group Chairs shall be appointed by ISG Members for a period of two (2) years.

Deviation #3: Kick-off-Period

Source ref: TWP Clauses 3.7 and 1.7

The Kick-off Period (KoP) shall start at the Kick-off Meeting (KoM) and shall finish after two (2) face-to-face plenary meetings following the KoM.

Deviation #4: “Seeking NOC advice”

Source ref: TWP Clause 3.9.1

No deviation, Clause 3.9.1 shall apply.

Deviation #5 “Voting weight”

Source ref: TWP Clauses 3.7 and 1.7.1

Where voting is used, vote results shall be evaluated by the ISG Chair on the basis of one (1) vote per ISG Member, with a voting weight of one (1).

Deviation #6 “Interpreting the result of an election”

Source ref: TWP Clauses 3.7, 1.7.1, 1.7.1.3, and Rules of Procedures Clause 11.4

For interpreting the result of an election for a ISG Chair/Vice-Chair and/or WG Chair the following procedures shall apply.

When, in the first ballot, no candidate has exceeded 50% of the votes cast, a second ballot shall be held. In the second ballot, in cases where there are only two (2) candidates, the candidate obtaining the higher number of votes is elected. In cases where there are more than two (2) candidates, if none of them has exceeded 50% of the votes, a third and final ballot shall be held among the two (2) candidates who have obtained the highest number of votes in the second ballot. The candidate obtaining the higher number of votes in the third ballot is then elected.

Deviation #7 “Voting during an ISG meeting”

Source ref: TWP Clause 3.7 and 1.7.1.1

- ISG Members are eligible for voting (voting Members) if they have physically attended at least two (2) of the previous three (3) face-to-face plenary meetings (KoM is included in plenary count).
- ISG Founding Members as identified in the present Agreement are eligible for voting during and up to the end of the KoP. Thereafter they are subject to the same participation requirements as all other ISG Members.
- To cast their vote, voting Members shall be physically present at the meeting.

Deviation #8 “Voting by correspondence”

Source ref: TWP Clauses 3.7 and 1.7.1.2

- Electronic voting only shall be used for voting by correspondence (e.g. ETSI tool <https://portal.etsi.org/webapp/tbdecision3/Help/voting.asp>).
- The vote shall be announced to everybody on the ISG membership list at least thirty (30) days before the vote.
- ISG Members are eligible for voting (voting Members) if they have physically attended at least two (2) of the previous three (3) plenary meetings.
- ISG Founding Members as identified in the present Agreement are eligible for voting during and up to the end of the KoP. Thereafter they are subject to the same participation requirements as all other ISG Members.

Deviation #9 “Appealing against an ISG Chair's decision”

Source ref: TWP Clauses 3.7 and 1.7.2

Any ISG Member or ISG Participant who is against an ISG Chair's decision may submit its case to the Director-General for arbitration. In such cases the ISG Member or ISG Participant shall also inform the ISG Chair.

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

ANNEX 4

Terms of Reference (ToR) for ETSI ISG Permissioned Distributed Ledger (ISG PDL)

Approved by the Director-General on **6 September 2022**, following Board#139 consultation

Scope

The “Industry Specification Group Permissioned Distributed Ledger” (ISG PDL) will analyze and provide the foundations for the operation of permissioned distributed ledgers, with the ultimate purpose of creating an open ecosystem of industrial solutions to be deployed by different sectors, fostering the application of these technologies, and therefore contributing to consolidate the trust and dependability on information technologies supported by global, open telecommunications networks.

Distributed ledgers constitute ones of the most disruptive applications of information technology that have appeared recently. Their ability to store any kind of data as a consensus of replicated, shared, and synchronized digital records distributed across multiple sites, without depending on any central administrator, together with their properties regarding immutability (and therefore non-repudiation) and multi-party verifiability opens a wide range of applications, and new interaction models among those entities willing to record the transactions associated to those interactions through these ledgers. While distributed ledgers are mostly known because of their use as cryptocurrencies, there are many other uses besides those, with examples such as the so-called *smart contracts*, support to digital identity attributes, object tracking, or the verification of service level agreements.

Distributed ledgers can be considered as permissioned or permissionless, regarding the requirements for a node to be approved to validate the transactions and record them on the ledger. While permissionless ledgers are the ones that have received most attention from the general public (with the paradigmatic example of Bitcoin), permissioned distributed ledgers are the ones best qualified to address most of the use cases of interest to the industry and governmental institutions. The main reasons for this are related to both technical (cost and delay of the recording of a transaction, cost of the consensus algorithm, fairness properties among participants...) and legal (support from external legal agreements, regulatory enforcement in critical sectors...). The ISG could identify some documents as applicable to distributed ledgers in general. These documents will include such a statement in their scope description.

The ISG PDL will start from already available experiences in the field of permissioned distributed ledgers, seeking for the definition of open and well-known operational mechanisms to:

- Validate participant nodes.
- Scale up ledgers to accommodate more nodes at reasonable throughput.
- Decide consensus among the participant nodes.
- Publish and execute operations regarding the recorded transactions.
- Facilitate the automation of node management and operation.
- Improve security of ledgers during both their design and operation
- Communicate events relative to node operation.
- Establish trusted links among different ledgers using these mechanisms.
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The ISG PDL intends to incorporate research and new development results in the field as they become available. The group will facilitate the coordination and cooperation between relevant standardization bodies and open source projects. Mechanisms and means to ensure an efficient and fruitful collaboration will be identified, evaluated and leveraged.

The ISG PDL will study and document use cases and analyze the related challenges. It will review and reuse any existing solutions wherever applicable and conduct feasibility studies. The industry initiative will also evaluate and consider deliveries from open source projects. Based on that, the ISG PDL will derive corresponding requirements and specify a permissioned distributed ledger operational reference architecture.

It is proposed to complement the cooperation with other standardization bodies and open source projects with interoperability testing specifications, test platforms, acceptance tests and test results dissemination, to be considered in the specification activities. This work will be done in collaboration with the related organizations.

Planned deliverables and timeline

The ISG PDL will produce both informative documents (Group Reports) and normative documents (Group Specifications) and the work will initially focus on the following deliverables:

- Report(s) describing the challenges related to the operation of permissioned distributed ledgers.
- Specification(s) of the business use cases and related requirements.
- Specification(s) of the concepts, features and capabilities related to the operation of permissioned distributed ledgers.
- Specification(s) of the functional architecture and solutions for the operation of permissioned distributed ledgers, including interfaces/APIs/protocols and information/data models.
- Report(s) describing how application scenarios can be supported by the ISG PDL work.
- Report(s) providing gap analysis of the work done in existing standards and open source groups with relation to the agreed use cases and the recommended functional architecture.
- Report(s) providing a descriptive Proof-of-Concept (PoC) framework with minimum requirements, templates, and process description,
- Specification(s) on test methodologies used to validate interfaces and data models.

The detailed ISG work plan may be modified as the work and project priorities evolve and will be maintained and made available on the ETSI portal.

The ISG intends to re-use existing specification work wherever applicable. Throughout the project, the ISG will provide recommendations to the existing standard groups when impacts on their specifications are foreseen.

The ISG PDL will encourage its members and other organizations to create Proof of Concepts (PoCs) and use the results from those PoCs to validate the recommendations. However, the ISG will not own the PoCs, but will seek to facilitate PoCs and test events by delivering technical (e.g. metrology, test plan) and procedural frameworks.

The PoCs will be demonstrated and advertised via the appropriate market channels and at key industry events.

Annex (informative): collaboration with other bodies

ISG PDL will set-up the appropriate communication channels to the following groups both within and outside of ETSI.

ETSI groups

- TC ESI
 - TC CYBER
 - EPP 3GPP
- and others as identified during the progression of the work.

External groups

- CEN/CENELEC
 - Ethereum Foundation
 - GSMA
 - Hyperledger
 - IETF
 - ISO
 - ITU-T
 - W3C
- and others as identified during the progression of the work.

ISG RULES FOR INFORMATION