ETSI Directives

Version 36
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Foreword

These ETSI Directives contain the following individual documents:

- ETSI Statutes;
- ETSI Rules of Procedure (RoP);
- Guidelines for the implementation Annex 2 of the Rules of Procedure
- ETSI Guide on Intellectual Property Rights (IPR Guide);
- ETSI Guidelines for antitrust compliance (Antitrust Guidelines);
- ETSI Board Working Procedures;
- Powers and Functions of the Board;
- ETSI Financial Regulations;
- Terms of Reference of the Finance Committee (FC)
- Terms of Reference of the Operational Co-ordination Group (OCG);
- Guideline on rights and obligations for former elected officials and former staff members
- ETSI Technical Working Procedures (TWP);
- ETSI Information Policy;
- ETSI Drafting Rules (EDR).

The adopting body and the date of adoption of the present versions are indicated on the cover page of each individual document and the adoption date is also indicated in the header of each individual document. The normal level of responsibility for amending the individual documents is:

Document	Amendment decision required
ETSI Statutes	GA Specially Convened Meeting (SCM)
ETSI Rules of Procedure	GA Specially Convened Meeting (SCM)
Guidelines for the implementation of Annex 2 of the Rules of Procedure	GA ordinary meeting
Powers and Functions delegated to the Board	GA ordinary meeting
ETSI Financial Regulations	GA ordinary meeting
Terms of Reference of the Finance Committee	GA ordinary meeting
ETSI Guide on Intellectual Property Rights	ETSI Board
ETSI Guidelines for Antitrust Compliance	ETSI Board
ETSI Board Working Procedures	ETSI Board
Terms of Reference of the OCG	ETSI Board
Guideline on rights and obligations for former elected officials and former staff members	ETSI Board
ETSI Technical Working Procedures	ETSI Board
ETSI Information Policy	ETSI Director-General
ETSI Drafting Rules	ETSI Board (Delegated to the Director-General)

However, it should be noted that on some occasions, changes to the IPR Guide, Antitrust Guidelines and Technical Working Procedures may be agreed during a meeting of the General Assembly. The table above is based on the allocation of powers and functions as laid down in the ETSI Rules of Procedure. Please note that it is for information purposes only.

A downloadable version of these ETSI Directives is available at:
https://portal.etsi.org/Resources/ETSIDirectives.aspx.

Additionally, ETSI has numerous guideline documents supporting the ETSI Directives available from various locations on the ETSI web site. Currently, the easiest way to locate these documents is to go the ETSI Portal home page at https://portal.etsi.org where you will find a series of links to the guideline documents.

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Statutes of the European Telecommunications Standards Institute

Version approved by General Assembly#58 (SCM) on 30 November 2011

Article 1: The Institute

In accordance with the French law of 1 July 1901 and the decree of 16 August 1901, an association is founded by the signatories to these Statutes.

The Association shall have the title "EUROPEAN TELECOMMUNICATIONS STANDARDS INSTITUTE" and may be known by the acronym "ETSI" and hereinafter referred to as the Institute.

The European Telecommunications Standards Institute shall be non-profit making.

Article 2: Purpose

The objective of the Institute is to produce and perform the maintenance of the technical standards and other deliverables which are required by its members.

As a recognized European Standards organization, an important task shall be to produce and perform the maintenance of the technical standards which are necessary to achieve a large unified European market for telecommunications, ICT, other electronic communications networks and services and related areas.

At the international level, the Institute shall aim to contribute to world-wide standardization in the fields described above.

The objective of the Institute may be achieved by any means. The Institute may carry out any action relating directly or indirectly, wholly or in part, to its objective or which may develop or facilitate the achievement of its objective.

Article 3: Scope of activities

The principal role of the Institute shall be technical pre-standardization and standardization in Information and Communication Technology (ICT) at the European level including in the following fields:

- Telecommunications, ICT, and other electronic communications networks and services
- Areas common to telecommunications, ICT, and other electronic communications networks and services, and information technology in co-ordination with CEN and CENELEC
- Areas common to telecommunications, ICT, and other electronic communications networks and services, and broadcasting (especially audio-visual and multi-media matters) in co-ordination with CEN, CENELEC and the EBU.

At the global level, the Institute shall contribute to world-wide standardization in the fields described above to produce and perform the maintenance of the technical standards and other deliverables which are required by its members.

In addition, the Institute shall be open to co-operation with other organizations when appropriate.

The activities of the Institute shall contribute to the production and the promotion of new harmonised world-wide standards and furthermore shall build upon world-wide standards, existing or in preparation.

Article 4: Headquarters

The headquarters of the Institute shall be located in SOPHIA-ANTIPOLIS, VALBONNE (Alpes-Maritimes), FRANCE.

Article 5: Duration

The duration of the Institute is unlimited.

Article 6: Membership

6.1 Membership of the Institute shall be divided into the following categories:

- Administrations, Administrative Bodies and National Standards Organizations
- Network Operators
- Manufacturers
- Users
- Service Providers, Research Bodies, Consultancy Companies/Partnerships, and others

6.2 Members of the Institute shall have one of the following types of status which shall be further described in the Rules of Procedure:

- Full member
- Associate member
- Observer

Reference to "member(s)" and "membership" shall be taken as applying to all the above membership status unless the context indicates otherwise.

6.3 Members may participate individually and/or grouped in national or European organizations.

Members shall demonstrate their interest in the activities of the Institute and accept to comply with these Statutes and the Rules of Procedure (cf. Article 11.2 below).

6.4 Full members shall be established in a country falling within the geographical area of the European Conference of Postal and Telecommunications Administrations (CEPT).

6.5 Associate membership may be obtained by Applicants not fully meeting the conditions for Full membership.

6.6 Observership may be obtained by Applicants fulfilling the conditions for Full or Associate membership but choosing not to have the right to participate fully in the proceedings of the Institute.

6.7 All members shall have the right to participate in the meetings of the General Assembly.

Article 7: Admission to Membership

The conditions for admission to the Institute, and the payment of contribution, shall be governed by the General Assembly.

Membership of the Institute shall be agreed by the General Assembly.

Article 8: Termination of Membership

Membership may be terminated by dissolution, abolition, resignation, or expulsion.

Expulsion shall be decided by the General Assembly for non-payment of contribution or for other substantial breach of obligations as a member. The member concerned shall have been invited previously, by registered letter, to appear before the General Assembly to furnish an explanation.

Article 9: Resources

The funds of the Institute may be obtained from:

- contributions from members
- grants
- revenue from its assets
- sums received in return for services provided by the Institute
- any other resources authorized by the legislative and regulatory instruments.

Article 10: Structure

The Institute shall comprise a General Assembly, a Board, a Technical Organization, Special Committees, *Industry Specification Groups*, and a Secretariat headed by a Director-General.

Article 11: General Assembly

11.1 The General Assembly shall be the highest authority of the Institute. It shall be constituted by all of its members. Full members and Associate members shall have the right to vote, in conformance with Article 11.2 of the ETSI Rules of Procedure. Only Full members shall be considered when determining the quorum.

11.2 The General Assembly shall have the authority to make or ratify acts concerning the Institute.

Within the limits set by these Statutes, the General Assembly shall adopt Rules of Procedure which establish details of the administration and operation of the Institute not provided in these Statutes. Resolutions taken by the General Assembly in accordance with these Statutes or the Rules of Procedure shall be binding for all members.

11.3 Representatives of the European Commission (EC) as well as representatives of the secretariat of the European Free Trade Association (EFTA) shall have a special status as Counsellors with no right to vote.

11.4 The General Assembly Chairman, who is elected by the General Assembly and assisted by one or more Vice Chairmen, also elected by the General Assembly, shall preside over the General Assembly and put forward the matters of relevance to the Institute.

Article 12: Meetings of the General Assembly

12.1 Ordinary General Assembly meetings shall be held twice a year.

At least thirty days before the due date, the members of the Institute shall be given notice of the meeting by the Director-General. A draft agenda and supporting documents shall be included with the calling notice.

The Director-General shall give an account of the management and finances of the Institute and shall annually present the accounts and budget for the approval of the General Assembly.

12.2 The Chairman may, or on the written request of at least 20 Full members shall, convene an extraordinary General Assembly meeting. A minimum of 15 days' notice shall be given for an extraordinary meeting. A draft agenda and supporting documents shall be included with the calling notice.

12.3 For Specially Convened Meetings of the General Assembly held for the purpose of changing these Statutes and the Rules of Procedure, see Article 18.

12.4 The voting procedures and required quorum for the meetings of the General Assembly shall be stipulated in the Rules of Procedure.

12.5 Only matters included on the agenda shall be considered at meetings of the General Assembly.

12.6 Representatives of non-member organizations concerned with telecommunications and/or related areas may be invited to attend meetings of the General Assembly.

Article 13: The Board

13.1 The Board shall be a body that acts on behalf of the General Assembly between General Assembly meetings by exercising those powers and functions that are delegated to it by the General Assembly.

13.2 The Board shall be appointed by the General Assembly.

13.3 Nomination of candidates for membership of the Board may be made by Full and Associate members. Only representatives of Full members can be members of the Board.

13.4 All members of the Institute shall have access to all documents related to Board meetings and shall have the right to submit views to the Board. They shall have the right to appeal to the General Assembly against any decision taken by the Board.

13.5 The Rules of Procedure shall make provisions for the Board's:

- powers and functions
- appointment procedures, size and composition
- rules of operation, including voting procedure and required quorum.

Article 14: The Technical Organization

14.1 The task of the Technical Organization shall be the preparation of standards and other relevant deliverables of the Institute.

14.2 Relevant parts of the Technical Organization may be given appropriate autonomy by means of provisions stipulated in the Rules of Procedure.

14.3 All members of the Institute shall have the right to appeal to the Board and the General Assembly against any decision taken at the level of the Technical Organization.

Article 15: Director-General

15.1 The Director-General shall be appointed by the General Assembly. The Director-General shall be an ex-officio non-voting member of the General Assembly and the Board.

15.2 The Director-General shall be the legal representative of the Institute. He shall hold chief executive authority to manage and administer the affairs of the Institute in all matters, apart from those which are expressly reserved for the General Assembly in these Statutes and the Rules of Procedure, and which may be delegated to the Board.

15.3 The Director-General may temporarily delegate all or part of his responsibilities to a substitute nominated by him.

Article 16: Secretariat

The Secretariat shall provide logistical support to, and assist the operation of, the Institute.

Article 17: Auditor

The General Assembly shall appoint an auditor for the Institute. It shall determine the annual remuneration of the auditor.

Article 18: Amendments to these Statutes and the Rules of Procedure

These Statutes and the Rules of Procedure may only be amended by decision taken by the General Assembly in a Specially Convened Meeting called with a notice of not less than six weeks. The notice shall be accompanied by an agenda and all the documents containing the proposed amendments. The decisions shall be taken by qualified majority according to provisions which shall be stipulated in the Rules of Procedure.

Article 19: Dissolution, Winding Up

In the event of a voluntary dissolution of the Institute, the General Assembly which had decided the dissolution shall at the same time fix the terms of liquidation, shall appoint one or more liquidators to dispose of the assets of the Institute, shall determine their powers and assign any remaining assets after payment of the liabilities. Any balance of liabilities shall be borne by the members.

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Rules of Procedure of the European Telecommunications Standards Institute

Version approved by General Assembly#67 (SCM) on 20 April 2016

Preamble

These Rules of Procedure including their Annexes have been adopted pursuant to the Statutes of the European Telecommunications Standards Institute, hereinafter referred to as ETSI.

Article 1: Full membership, Associate membership, Observership and Counsellor status

1.1 Categories of member

With the exception noted below, membership may be obtained in only one of the following categories:

- Administrations
- Other Governmental Bodies and National Standards Organizations
- Network Operators
- Manufacturers
- Users
- Service Providers, Research Bodies, Universities, Consultancy Companies / Partnerships, and others.

Definitions relating to the above categories are given in Annex 1.

National organizations which combine the functions of Administration and Network Operator, shall apply for membership in both of the categories, and each membership shall be separately represented.

National Standards Organisations that combine the roles of Administration and National Standards Organisation for the purposes of ETSI membership shall pay the rate based on GDP determined for an Administration.

1.2 Conditions for membership and status of members

1.2.1 Reference to "member(s)" and "membership" in these Rules of Procedure shall be taken as applying to Full members, Associate members, and Observers, unless the context indicates otherwise.

1.2.2 Full members

Full membership of ETSI may be obtained by a legal person, be it an association, a company, a grouping, an organization or a public authority, which is established in a country falling within the geographical area of CEPT and which commits itself to comply with the Statutes and Rules of Procedure of ETSI and other decisions taken by the General Assembly, to contribute to the work, to make use of the standards produced to the extent practicable and to support those standards for use as the basis for world standards and recommendations.
A Full member has the right to participate in the work of ETSI by attending meetings of the General Assembly, Special Committees and the bodies established within the Technical Organization, with the right to vote. Exceptionally, the right to participate in a Partnership

Project may be made subject to the payment of a minimum contribution to the ETSI budget that has been agreed by the General Assembly.

Full members shall periodically receive ETSI deliverables free of charge as a part of the payment of the first unit of contribution.

1.2.3 Associate members

Associate membership may be obtained by a legal person not eligible for Full membership, which commits itself to contribute to the relevant work, to make use, to the extent practicable, of the relevant standards produced, and to support those relevant standards for use as the basis for world standards and recommendations.

An Associate member has the right to participate in the work of ETSI by attending meetings of the General Assembly, Special Committees and the bodies established within the Technical Organization, with the right to vote. Exceptionally, the right to participate in a Partnership Project may be made subject to the payment of a minimum contribution to the ETSI budget that has been agreed by the General Assembly.

Associate members shall periodically receive ETSI deliverables free of charge as a part of the payment of the first unit of contribution.

1.2.4 Observers

Observership may be obtained by a legal person entitled to become a Full or Associate member.

Observers have the right to attend the meetings of the General Assembly without the right to vote.

Observers shall periodically receive ETSI deliverables free of charge as a part of the payment of the Observership fee.

National Standards Organizations which are not Full member of ETSI shall receive the same rights as Observers on a free of charge basis, including the periodical reception of ETSI deliverables.

1.3 Admission to membership: Full membership, Associate membership, and Observership

1.3.1 The conditions for admission to membership shall be as determined by the General Assembly, subject to the provisions of Article 1.2.

1.3.2 Application for membership shall be made in writing to the Director-General.

Applications shall contain sufficient detail of the Applicant's status and business, together with a statement of gross domestic product (GDP) or annual electronics communications related turnover.

The General Assembly shall decide on the application and determine the category of membership and the class of contribution payable in accordance with Annex 2 of these Rules of Procedure. In the case of Associate members, relevant matters such as agreements ETSI may have entered into with organizations established in countries outside the CEPT area and reciprocal possibilities shall be taken into account.

The Director-General shall advise the General Assembly on conditions and acceptability of the application for membership. The Director-General may authorize provisional participation of Applicants within the Technical Organization before the application for membership is formally approved by the General Assembly.

1.4 Resignation and expulsion of members: Full members, Associate members and Observers

1.4.1 A member may resign from membership by giving notice to the Director-General. Provided notice is given before 30 September, the resignation shall take effect at the end of the current financial year, otherwise at the end of the year following.

1.4.2 A member may be expelled after notification by registered letter with advice of delivery if it has committed a substantial breach of its obligations as a member.

1.4.3 A member shall be expelled from membership if it has not paid all of its contributions within ninety days of the despatch of a final demand to pay, made by the Director-General in the form of a registered letter with advice of delivery.

From the beginning of the ninety-day period referred to above and until payment is made in full, a member's right to vote in the General Assembly and to participate in the work of any Special Committee and bodies within the Technical Organization shall be suspended.

1.4.4 Expulsion of a member shall be decided by the General Assembly. The member concerned shall be entitled to furnish an explanation before the General Assembly. A vote upon the expulsion of a member shall be taken by secret ballot. The expulsion shall take effect from the date fixed by the General Assembly. The member concerned shall be notified of the decision by registered letter with advice of delivery.

1.5 Counsellors' Status

Representatives of the European Commission as well as representatives of the secretariat of the European Free Trade Association (EFTA) shall have a special status as Counsellors.

Counsellors have the right to attend the meetings of the General Assembly, and may participate in the work of the Board, of Special Committees and of the Technical Organization, without the right to vote.

Article 2: Structure

ETSI shall consist of:

- a General Assembly
- a Board
- a Technical Organization
- *Industry Specification Groups*
- Special Committees
- a Secretariat headed by the Director-General.

Article 3: General Assembly

3.1 The General Assembly, being the highest authority of the Institute, shall determine the general policy and make decisions on the management and on the strategy of ETSI.

3.2 The General Assembly shall comprise representatives of Full members which may be grouped in National Delegations, Associate members, Observers and Counsellors. National Delegations shall appoint a Head of National Delegation which appointment shall be notified to the Director-General.

3.3 Distinguished persons and representatives from organizations which are not members may, by invitation of the Chairman, attend meetings of the General Assembly.

3.4 The General Assembly's powers and functions shall include:

3.4.1 election of its Chairman and Vice-Chairmen;

3.4.2 adoption of amendments to the Statutes;

3.4.3 adoption of the Rules of Procedure of ETSI and any subsequent modifications to them and taking decisions regarding disputes arising from their application;

3.4.4 adoption of the Financial Regulations and any subsequent modifications to them;

3.4.5 adoption of the Staff Regulations and any subsequent modifications to them;

3.4.6 taking decisions on questions concerning membership and Counsellors' status;

3.4.7 appointment and dismissal of the Director-General and extension of his term of office;

3.4.8 setting the membership contributions and adoption of the accounts and the annual budget;

3.4.9 approval of the annual report;

3.4.10 appointment of an auditor and determination of his remuneration;

3.4.11 taking decisions relating to the voluntary dissolution of ETSI;

3.4.12 setting down broad standardization policies and keeping under review the responsiveness, efficiency, timeliness and quality of the prevailing standardization arrangements;

3.4.13 approving the framework of agreements with bodies external to ETSI;

3.4.14 deciding upon proposals for ETSI Partnership Projects within the Technical Organization;

3.4.15 ratifying the agreements concerning ETSI Partnership Projects;

3.4.16 deciding upon the commissioning of work by ETSI Partnership Projects from the Technical Committees;

3.4.17 taking decisions on the approval of draft standards and other deliverables submitted to it through the Director-General;

3.4.18 dealing with problems relating to the starting date and duration of a Standstill, or any other matter concerned with Standstill arising from Article 13.3;

3.4.19 taking decisions relating to the intermediate stages in the preparation of draft standards and other deliverables referred to it by bodies within the Technical Organization concerning matters which they have been unable to resolve;

3.4.20 deciding upon disputes arising from the application of the Rules of Procedure;

3.4.21 resolving disputes between the bodies within the Technical Organization;

3.4.22 acting as a body of appeal from members on procedural matters arising at lower levels;

3.4.23 taking decisions on and regularly reviewing the ETSI Work Programme, the priorities within it, and whether or not to include work proposed by sources other than ETSI members;

3.4.24 taking decisions regarding the financial and other resource implications resulting from the approval of, or changes to, the ETSI Work Programme;

3.4.25 advising the Technical Organization on the financial framework within which the ETSI Work Programme should be conducted;

3.4.26 deciding upon changes to the structure of the Technical Organization;

3.4.27 taking decisions on the creation or cessation of Technical Committees and ETSI Projects, approving their Terms of Reference and reviewing their progress and work programmes;

3.4.28 on proposal of the body concerned, appointing the Chairmen of the Technical Committees and ETSI Projects;

3.4.29 approving the creation and ETSI funding of Specialist Task Forces for defined tasks and limited time periods, in accordance with the provisions of Article 6;

3.4.30 setting up Special Committees as required in accordance with Article 7;

3.4.31 approving the Technical Working Procedures;

3.4.32 electing the ETSI Board, delegating powers and functions to it, approving its rules of operation and supervising its work;

3.4.33 taking decisions on the creation or cessation of *Industry Specification Groups*, approving their Terms of Reference and reviewing their progress and work programmes.

3.5 Meetings of the General Assembly

3.5.1 Ordinary General Assembly meetings shall be held twice a year.

3.5.2 At least thirty days before the due date of an ordinary General Assembly meeting, the members and Counsellors shall be given notice by the Director-General on behalf of the Chairman. A draft agenda and supporting documents shall be included with the calling notice.

3.5.3 The Chairman may, or on the written request of at least 20 Full members shall, convene an extraordinary General Assembly meeting. A minimum of fifteen days' notice shall be given for an extraordinary meeting. A draft agenda and supporting documents shall be included with the calling notice; only the items on this agenda shall be considered.

3.5.4 For Specially Convened Meetings of the General Assembly, reference is made in Article 19 of these Rules of Procedure.

3.6 General Assembly documentation

3.6.1 Documents for General Assembly meetings shall be numbered as shown in the following example: ETSI/GA(YY)NNNxxx:

where:

YY:	indicates the year, e.g. 16;
NNN:	indicates the meeting number, e.g. 67;
xxx:	indicates the document number, e.g. 002;

3.6.2 Documents for General Assembly shall be classified as being for DECISION, DISCUSSION or INFORMATION. The General Assembly may, of course, take decisions based on a Discussion/Information document provided that there are no objections. Documents provided for INFORMATION should only be presented during the meeting when necessary to support a Decision/Discussion document, otherwise they should simply be noted afterwards in the minutes of the meeting as "Document xxx was provided for information".

3.6.3 The "Cut-off date" for Decision documents shall normally be 10 days prior to the meeting. The submission date of the document shall be indicated in the top right hand corner. If the submission date is after the "cut-off" date then a cross shall be put in the "late submission" box. Revised documents shall show their new submission date but will not be marked as "Late submission".

"Late submission" does not prevent the General Assembly from taking a decision based on the document but such a decision may be deferred at the request of any member who feels that he/she has not had sufficient time to consider the issue. Deferral can mean either "Decision to be taken by correspondence" or held-over until next General Assembly meeting, depending upon the issue.

Article 4: Chairmanship and Vice Chairmanship of the General Assembly

4.1 The General Assembly shall elect its own Chairman and Vice-Chairmen. Only representatives of Full members may hold the posts of Chairman and Vice-Chairman of the General Assembly.

4.2 The Chairman and the Vice-Chairmen shall be elected for two years. The Chairman and Vice-Chairmen may be elected for one further consecutive term only.

4.3 The following criteria for choosing Chairman and Vice-Chairmen should be operated flexibly, taking account of the number of available candidates:

- experience and qualifications of the person concerned;
- equitable geographical distribution;
- Chairman and Vice-Chairmen should not usually be of the same nationality, or elected from the same category of members, or from the same group of companies.
- For the appointment of one of the Vice-Chairman posts, preference should be given to a candidate representing the User category of members if the Chairman is not of the User category.

4.4 Election to the Chairmanship of a Vice-Chairman, or vice-versa, shall be regarded as a new appointment for the purposes of Article 4.2 above.

4.5 Nomination for the posts of Chairman and Vice-Chairman of the General Assembly shall be submitted in writing to the Director-General thirty days before the date of the General Assembly at which an election is to take place.

Each nomination must be proposed by at least two Full or Associate members, or one Full and one Associate member, from two different categories and must indicate the nominee's consent to be nominated.

4.6 If a problem arises which results in the inability of the Chairman or Vice-Chairman to perform their role they may be dismissed. The dismissal process shall be initiated by the Director-General at the request of at least 20 eligible voters. Dismissal shall require a weighted individual vote in accordance with Article 11.2.3. A secret ballot shall be used in accordance with Article 11.5.

4.7 In the case where the Chairman resigns during the mandate period a Vice-Chairman will stand-in until the next General Assembly meeting. If the resignation of the Chairman or a Vice-Chairman takes place more than 2 months prior to the next meeting a call for candidates and a new election will automatically take place.

If a Chairman or Vice-chairman is appointed in a mid-term election during a two-year mandate period this appointment will not be counted towards the limitation of two terms of office. For a resigning official any partial term served shall be counted as a full term for the purpose of the counting of maximum number of terms permitted.

4.8 In the case where the Chairman is unavailable to perform the role due to sickness or incapacity a Vice-Chairman shall stand-in until the issue can be discussed at the next General Assembly meeting.

4.9 To ensure transparency the General Assembly shall be kept informed of any change relevant to this Clause.

Article 5: Board

5.1 The Board shall be a body that acts on behalf of the General Assembly between General Assembly meetings by exercising those powers and functions that are delegated to it by the General Assembly. The Board's powers and functions shall be subject to periodic review by the General Assembly.

5.2 The task of the Board is to take action on issues delegated to it by the General Assembly, and to be acted upon on behalf of the General Assembly.

The Board's duties shall include the bringing of matters deemed of policy and strategic importance to the attention of the General Assembly.

The Board's duties shall also include those provisions of advice, proposals and decisions on, matters relating to the financial, technical and administrative functions contained in resolutions taken by the General Assembly.

5.3 The appointment process and the membership of the Board is described in Annex 7 of these Rules of Procedure.

Article 6: Technical Organization

6.1 The Institute shall have a Technical Organization, which provides a structure in which technical experts can work together efficiently and effectively. The work of the Technical Organization shall be structured to provide for market-driven technologically-oriented activities in Technical Committees and ETSI Projects and in ETSI Partnership Projects. Specialist Task Forces may be established to fulfil specific tasks, of a limited duration, in support of the standardization activities.

6.2 The Technical Organization shall be defined in the Technical Working Procedures in such a way that it is open and transparent to all ETSI members, as well as to all other organizations with which ETSI maintains working relations.

6.3 The Technical Organization shall be supported by the ETSI Secretariat.

6.4 The General Assembly shall ensure that the Technical Organization is kept in line with the requirements of ETSI members to ensure effective, market-oriented standardization and that the Technical Organization is able to respond to standards-based regulatory needs.

Article 7: Special Committees

7.1 Special Committees may be established by the General Assembly for defined tasks.

7.2 The General Assembly shall determine the Terms of Reference, the composition and the duration of the Special Committees. Unless otherwise stated in their Terms of Reference, Special Committees shall follow the same rules as those laid down for Technical Committees in the Technical Working Procedures.

Article 8: Director-General

8.1 The Director-General shall be the legal representative of ETSI. He shall hold chief executive authority in all matters, apart from those which are expressly reserved for the General Assembly, the Board or the Technical Organization in the Statutes or in these Rules of Procedure, to manage and administer the affairs of ETSI within the framework of guidelines laid down and decisions made by the General Assembly as appropriate.

8.2 The Director-General shall be responsible for:

8.2.1 giving an account of the management and finances of ETSI to the General Assembly;

8.2.2 presenting annually the accounts and budget for approval by the General Assembly;

8.2.3 preparing the annual report;

8.2.4 communicating regularly to the Chairmen of the General Assembly and the Board important information within their areas of responsibility;

8.2.5 submitting progress reports to the General Assembly;

8.2.6 reporting to the General Assembly on the ETSI Work Programme;

8.2.7 submitting proposals to the General Assembly for the annual budget, and to the Technical Organization for the Funded and Voluntary Work Programmes;

8.2.8 the practical organization of the meetings and work of the General Assembly, the Board, and the Special Committees and providing any support required in connection with their meetings, including the preparation and distribution of the minutes of the meetings;

8.2.9 establishing relationships with external bodies and the promotion of the work of ETSI as appropriate;

8.2.10 carrying out any other task imposed on the Secretariat by the General Assembly and, in the context of Article 5.1 above, the Board.

8.3 The Director-General shall also be responsible for:

8.3.1 the management and the day-to-day administration of the Secretariat, including recruitment of staff and their assignment to tasks;

8.3.2 the support of activities of the Technical Organization;

8.3.3 the administrative management of the activities of Specialist Task Forces, including the contracting of appropriate services, and liaison with bodies within the Technical Organization concerning the technical management of Specialist Task Forces;

8.3.4 the management of deliverables in accordance with Articles 13 and 14, including Public Enquiry, membership or national voting, editing, maintenance, etc. and ensuring that the procedures contained in Articles 13.4 and 13.5 are implemented;

8.3.5 the operation of Information Exchange Services to support the activities of ETSI;

8.3.6 maintaining an up-to-date list of members and Counsellors based on the relevant information provided by them;

8.3.7 representation of ETSI within the relevant committees of the European Commission and EFTA concerning advisory or regulatory standardization issues;

8.3.8 handling matters which concern mandates issued by the European Commission and EFTA.

8.3.9 taking decisions on the creation or cessation of *Industry Specification Groups*, approving their Terms of Reference and reviewing their progress and work programmes.

8.3.10 preparation of an annual "Secretariat Activity Plan" to support strategic and operational objectives.

8.3.11 ensuring (1) appropriate storage of Corporate Group data in the ETSI membership database and (2) corresponding update of Corporate Group or company information in case of changes from mergers and acquisitions or divestitures.

8.4 The Director-General may temporarily delegate all or part of his responsibilities to a substitute nominated by him.

8.5 Appointment of the Director-General:

8.5.1 The normal term of office of the Director-General shall be five years This term may be extended once by up to three years. Any request for extension shall be made by the incumbent at least two General Assembly meetings prior to the end of the normal term. If the request for extension is not accepted the process of a full election shall be initiated and the incumbent may stand as a candidate. If the incumbent does not request an extension the process of a full election shall automatically be initiated and the incumbent may stand as a candidate.

8.5.2 At the expiration of the term of office a full election shall be initiated and the incumbent Director-General may stand as a candidate. The election shall take place at the General Assembly meeting prior to the end of the contract of the incumbent. Re-appointment of the incumbent at a full election shall be considered as a new term of office.

8.5.3 The post of Director-General, when vacant, or when the term of office of the current Director-General is due to expire, shall be advertised publicly in such a way as to encourage a diversity of candidates. The salary range should be agreed by the General Assembly. The proposed employment package (including salary) should be agreed between the General Assembly Chairman and each selected candidate prior to the election.

8.5.4 At the General Assembly meeting preceding the election of a Director-General (e.g. two meetings prior to the end of contract of the incumbent) the General Assembly shall appoint a Selection Committee. This Selection Committee may be assisted by a neutral third party, e.g. a Recruitment Consultant. The General Assembly shall decide upon the appointment of the Director-General from a shortlist of candidates prepared by the Selection Committee. The shortlist should contain at least two candidates but preferably between three and six. The incumbent shall be included in this shortlist if standing again. If only one candidate is available at the point of election the General Assembly shall decide whether to appoint this candidate or whether to launch another selection process.

8.6 Within 6 months of appointment the Director-General shall nominate a senior staff member to take-over in the event of temporary non-availability.

8.7 Dismissal of the Director-General:

8.7.1 Dismissal of the Director-General shall require a weighted individual vote in accordance with Article 11.2.3. The dismissal process shall be initiated by the General Assembly Chairman at the request of at least 20 eligible voters. A secret ballot shall be used in accordance with Article 11.5.

8.7.2 The process to be applied shall be under the responsibility of the GA Chairman.

8.7.3 If required, the General Assembly Chairman may make use of the ETSI budget to obtain external legal advice and if such a case arises may request funding up to 50kEUR from the Secretariat.

8.7.4 In the case of dismissal of the Director-General the General Assembly Chairman shall nominate an existing member of staff to act as Director-General until the next General Assembly meeting.

8.8 Resignation of the Director-General

In the case of resignation of the Director-General the General Assembly Chairman shall nominate an existing member of staff to act as Director-General until the next General Assembly meeting.

Article 9: Secretariat

9.1 The Director-General shall be assisted in his tasks by the Secretariat.

9.2 All posts and vacancies within the Secretariat shall be filled in accordance with the provisions of the Staff Regulations.

9.3 Staff numbers and grades shall be in accordance with the relevant provisions of the budget.

Article 10: Finance

10.1 The financial year of ETSI shall commence on 1st January and end on 31 December.

10.2 The budget shall be comprised of several income and expenditure sections; each section may be divided into subheads and each subhead into items.

The budget shall contain all appropriate information on forecast income and expenditure, in particular, for each item it shall mention the corresponding actual figures of the previous year, forecast budget of the current year, and forecast for budget year plus one.

The budget voted annually by the General Assembly shall comprise an income and expenditure account including at least the following:

- Forecast incomes from the following sources:
  - Contributions and fees from Full members, Associate members and Observers (in accordance with Annex 2 to these Rules of Procedure)
  - Income for contracted work on behalf of Counsellors, members and Partners
  - Income from sales of publications
  - Financial income (interest)
  - Any other incomes

- Forecast expenditures for the functioning of the Institute, including the Funded Work Programme.

10.3 Provisional and definitive units of contribution will be determined by the General Assembly

All member contributions and Observer fees shall be based on the declared position of the member/Observer, as at the 30th September of the prior year.

All member contributions and Observer fees are due in full, on the first day of January.

Member contributions as per Article 10.2 above may be invoiced in several instalments. Any resulting difference between provisional and definitive member contributions will be invoiced by issuing credit and/or debit notes as appropriate. Payment of credit/debit notes (for year n) may be offset against provisional member contributions of the next year (n+1) for members who continue their membership, in proportion with their number of units of contribution as of 31 December in year n. Members who do not continue their membership into year n+1 shall not qualify for any credit note.

Member contributions and Observer fees paid after the 30th April are liable to a 5% penalty.

Any provisional member contribution or Observer fee not paid within two months of receipt of the invoice, will result in a further demand to pay, prior to the issuance of a final demand to pay in the form prescribed in the ETSI Rules of Procedure Article 1.4.3. Failure to pay is the basis for expulsion.

When accepted before 30th June, new members shall be subject to the full annual member contribution. When accepted after 30th June, new members shall be subject to fifty percent (50%) of the full annual member contribution.

10.4 Outstanding membership contributions will be annexed to the Director-General's progress report to the Autumn General Assembly.

Article 11: Voting by the General Assembly

11.1 Principles

11.1.1 In all decisions, members shall endeavour to reach Consensus.

11.1.2 Full members shall have the right to vote on all matters except where weighted national voting applies. Associate members shall have the right to vote on all matters except where weighted national voting applies or where weighed individual voting by Full members applies.

11.1.3 In addition to the specific provisions of Articles 13.5 and 14, the General Assembly Chairman, in consultation with the Director-General, may decide in urgent cases to have a decision made by a vote taken by correspondence. The Secretariat shall provide all relevant information to the members. Voting papers shall specify the final date for votes to be cast, which shall be at least two weeks after dispatch to members.

11.1.4 Care shall be taken to protect minority rights.

11.2 In the General Assembly, the following voting procedures shall be used:

11.2.1 Weighted National Voting

Weighted national voting by National Delegations with weightings as given in Annex 3 shall apply in the following cases:

- Dissolution of ETSI - Article 3.4.11
- Disputes arising from the application of the Rules of Procedure - Article 3.4.3
- Elaboration, approval and implementation of European Standards - Article 13
- Amendments to the Statutes and the Rules of Procedure including their annexes - Article 19

- Allocating weightings for weighted national voting purposes of new National Delegations to be listed in Annex 3.

The vote of each National Delegation shall be cast by the Head of the National Delegation.

The views of all members in a National Delegation shall be taken into account in arriving at a view on the national vote to be cast.

Weighted National Voting may be cast only if a member in the Administration, Other Governmental Bodies, or National Standards Organizations category contributes to ETSI according to the GDP of the country as specified in Annex 2.

11.2.2 Weighted Individual Voting by Full members

Weighted individual voting by Full members, with the weightings as given in Annex 4, shall apply in the following cases:

- Taking decisions relating to the admonition, termination and rights of Full members.
- Taking decisions on matters concerning documents intended for regulatory use by the European Union.
- Setting down standardization policies intended to meet the needs of the European Union.
- Taking decisions on priorities in the work programme on matters that apply exclusively inside the European Union.

11.2.3 Weighted Individual Voting

In all cases other than those listed in 11.2.1 and 11.2.2, weighted individual voting by Full and Associate members, with the weightings as given in Annex 4, shall apply.

11.3 Under both procedures stipulated above, a proposal shall be approved when the percentage of positive votes is at least 71% of the votes cast, except where these Rules of Procedure provide otherwise.

Abstentions by Full or Associate members, present or represented by proxy, or failures to submit written votes by the specified date shall not count as votes cast.

In all cases, except under the specific provisions of Annex 7, a weighted vote is a single entity and cannot be split between different proposals. It must be cast, or withheld, in its entirety.

11.4 For appointment of the Chairman and Vice Chairmen of the General Assembly, Director-General, and Chairman of the Board, the following procedure shall be applied:

When, in the first ballot, no candidate has obtained 71% of the votes cast, a second ballot shall be held. In the second ballot, in cases where there are only two candidates, the candidate obtaining the higher number of votes is elected. In cases where there are more than two candidates, if none of them has obtained 71% of the votes, a third and final ballot shall be held among the two 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.

11.5 Secret ballot shall be used in the following cases:

- expulsion of a member (except in cases of non-payment of contributions).
- election or dismissal of the Chairmen and Vice-Chairmen of the General Assembly, Chairmen of the Technical Committees and ETSI Projects.
- election or dismissal of the Board members and Chairman.
- appointment, dismissal or extension of the term of office of the Director-General.
- In other cases, secret ballot shall be used if decided by the Chairman or requested by at least 20 eligible voters.

Article 12: Quorum and Proxy Voting

12.1 In any meeting of the General Assembly, the quorum, present or represented by proxy, required for voting under the procedure described in Articles 11.2.1, 11.2.2 and 11.2.3 shall consist of at least 50% of the total number of weighted votes of Full members specified in Annex 3 or Annex 4 as appropriate.

12.2 The required minimum number of votes cast including explicit abstentions, for a vote taken by correspondence under the provisions of Article 13.5 below, shall be 50%, determined as in Article 12.1 above, with the additional provision that the minimum must be reached by the date specified in the voting papers issued to each National Standards Organization.

In other cases of voting by correspondence, there is no required minimum number of votes cast.

12.3 A Full or Associate member, unable to attend a meeting of the General Assembly may give its vote to another Full or Associate member to cast as a proxy vote provided it has notified in writing the Chairman in advance of the meeting. No member may cast more than three proxy votes.

Article 13: Elaboration, Approval and Implementation of European Standards

13.1 Elaboration

ETSI shall adopt and publish European Standards (ENs) in accordance with the provisions of this Article. Other ETSI deliverables shall be prepared according to Article 14 or the Technical Working Procedures as appropriate.

13.2 National Standards Organizations

Each National Delegation shall inform the Director-General and the relevant Counsellor, in writing, of the recognized National Standards Organization or organizations (hereafter referred to as NSOs) having the exclusive responsibility for carrying out the Standstill, the Public Enquiry, the establishment of the national position for the vote, and the transposition requirements, and those relating to the withdrawal of standards referred to in this Article, together with their rules which govern how these functions are carried out.

Any member and the Counsellors shall have the right to inspect a copy of these rules held by the Director-General and bring to the attention of the General Assembly any problems arising from their application.

The respective responsibilities of ETSI and NSOs according to this Article shall be laid down in a Memorandum of Understanding signed by ETSI and each NSO.

13.3 Standstill Period

13.3.1 Principles

For the purpose of these Rules of Procedure, Standstill is the obligation accepted by the NSOs and the members of ETSI not to undertake any national standardization activity which could prejudice the preparation of an EN and, for the NSOs, not to publish a new or revised standard which is not completely in line with an existing EN.

Standstill applies to an individual *Work Item* leading to an EN and accepted by the General Assembly, with a precise scope and target date. It does not apply to areas or programmes of work as such.

13.3.2 General provisions

The decisions to impose or release Standstill and associated dates shall rest with the General Assembly.

Standstill continues in force until withdrawal of the EN, unless it is released by decision of the General Assembly.

Any member of ETSI or any NSO shall be entitled at any time to request a review of a Standstill on a particular *Work Item*.

Standstill is not infringed by:

a) the publication by an NSO, within three months of the start of Standstill, of a national standard which that NSO has already adopted;

b) the publication by an NSO, after notifying the General Assembly, of a national standard adopting without change a published ITU Recommendation or a standard in the field of ETSI's interests prepared by ISO and/or IEC where there is no EN already in existence.

In cases a) and b), the NSO shall be committed to aligning the national standard with any eventual EN.

An NSO shall submit a written request to the General Assembly seeking derogation from Standstill if, on a subject where Standstill is in force and except as in a) and b), the NSO wishes to:

1) change an existing national standard;

2) publish a new national standard;

3) adopt a draft EN as a national standard;

4) take any other action nationally which might prejudice the harmonization intended.

The General Assembly shall deliver a decision as rapidly as possible and in any case, not later than six months from the date of receipt of the NSO's request.

13.4 Public Enquiry

Before a draft EN is submitted for ETSI approval and notwithstanding Article 13.5, a Public Enquiry should have been carried out for this draft by the NSOs. The administration of the Public Enquiry within ETSI shall be the responsibility of the Director-General. Any comments received during the time set shall be given due consideration by ETSI.

For practical purposes, the National Voting may be carried-out in parallel with the Public Enquiry (see Article 13.5).

13.5 Approval Procedure

13.5.1 A draft EN shall be approved by the weighted national voting procedure of Article 11.2.1. The national position for the vote is established in accordance with the rules referred to in Article 13.2.

13.5.2 The vote shall be taken by correspondence except where the Chairman of the General Assembly decides that the vote is to be taken at a meeting announced thirty days beforehand. Where the vote is taken at a General Assembly meeting, the vote is cast by the Head of the National Delegation after consultation with the NSO representative and in accordance with the rules referred to in Article 13.2.

13.5.3 When the vote on a draft EN has taken place, a separate counting of the votes of the EU and EFTA countries shall take place. The result of this separate counting shall determine whether or not the standard shall be adopted in the EU and EFTA countries. A standard thus adopted in the EU and EFTA countries shall also be adopted in other countries having voted in favour of the said standard.

13.6 Withdrawal Procedure

An EN may be withdrawn using the procedure given in Article 13.5.

13.7 National transposition and National withdrawal

- National transposition

The NSOs shall take measures to ensure the visibility of EN at national level, either by publication of an identical text, or by endorsement (that is, by publication of an endorsement sheet or by announcement in an official journal) within a short time of their adoption according to Article 13.5. In the case of endorsement, it shall be stated that the EN has been approved together with the number, title and date of the EN, and information on where copies of the text may be obtained. A copy of the endorsement sheet or announcement shall be sent to the ETSI Secretariat.

ENs thus published or endorsed shall have the status of national standards.

- National withdrawal

When an EN has been approved and adopted according to Article 13.5 on a specific matter, then on an agreed date set by the General Assembly, the NSOs shall ensure that all conflicting national standards on that specific matter are withdrawn.

13.8 World-wide Telecommunications Standardization

The promotion of ETSI documents as the basis of world-wide recommendations and standards shall be supported by the members within world-wide organizations, particularly in the ITU and in the context of relevant agreements with standardization organizations such as ISO/IEC JTC1.

Where world-wide recommendations and standards exist or are in preparation, the activities of ETSI shall build upon and contribute to them.

The General Assembly shall be responsible for approving arrangements for the promotion of ETSI documents as described above.

In addition, members of ETSI shall support common positions for the ITU which have been adopted by the General Assembly, in so far as such support is compatible with their obligations under European or national law.

Article 14: Elaboration, approval and implementation of ETSI Standards and ETSI Guides

ETSI may publish documents known as ETSI Standards (ESs) and ETSI Guides (EGs). Such documents shall be drawn up by Technical Committees, ETSI Projects or ETSI Partnership Projects, or be received from other sources, and shall, following approval at that level, be submitted to the Director-General for the Membership Approval Process.

Adoption shall be by the weighted voting procedure contained in Articles 11.2.2, 11.2.3 and 11.3. Following adoption, the Director-General shall publish the EGs or ESs.

All Full members and all Associate members shall have the right to vote for adoption of ETSI Guides (EGs) and ETSI Standards (ESs). If the deliverable is not adopted as a result of the vote, an analysis of the distribution of the votes among Associate members and Full members shall be conducted. The deliverable shall be adopted for use within Europe if at least 71% of the weighted votes cast by Full members are positive.

EGs and ESs may be withdrawn following a vote by the membership under the procedure contained in Articles 11.2.2 and 11.2.3; ESs may be converted into ENs following a Public Enquiry and formal vote according to the provisions of Article 13.

Article 15: Relationship of ETSI to other Bodies

ETSI shall co-operate with other European, regional and world-wide organizations in order to obtain proper co-ordination of relevant standardization activities, the necessary alignment of relevant parts of their working rules and a common approach to future developments in the area of standardization in Europe and at the international level.

Article 16: Review of Activities

An evaluation of the activities of the Institute, including a review of the Rules of Procedure, should be made at regular intervals. In preparation for this, the Director-General shall present a report on the activities of the Institute to the General Assembly.

Article 17: Official Languages

17.1 The official languages of the General Assembly shall be English, French and German. Subject to the provisions of Articles 17.3 and 17.4 below, official documents such as the annual report shall be published in English, French and German.

17.2 The Board shall decide its own working language.

17.3 The working language in the Technical Organization, Special Committees and Specialist Task Forces shall be English. Documents produced by the Technical Organization, Special Committees and Specialist Task Forces shall be in English.

17.4 All ETSI deliverables shall be approved and published in English. However, once an EN has been approved and published in English as an official standard, it may be translated into other languages and published equally as an official standard. The translation may only be performed under the responsibility of an NSO in whose country the relevant language has official status. The costs of the translation shall be covered by the parties interested.

Article 18: Disputes

18.1 Disputes between members of the Institute

In the event of a dispute arising between members, the members concerned will use all means to endeavour to solve the dispute by internal conciliation with the help of other members.

If conciliation is unsuccessful, any legal dispute arising during the life of ETSI or during its dissolution shall be dealt with under French law unless the parties concerned agree otherwise.

18.2 Disputes between a member (or members) and the Institute

In the event of a claim or dispute of a member (or members) against the Institute, such member(s) shall, prior to commencing any legal proceeding and to the extent permitted by law, exhaust all the appeal procedures available, as of the date of commencement of the legal proceeding, under the ETSI Directives.

If the member has initiated a legal proceeding against the Institute and the Institute reasonably incurs costs in appropriately defending against such action (hereinafter "Costs"), then unless the member finally prevails against the Institute in such action, the member will reimburse the Institute for all such Costs.

For the purposes of the present Article, "Costs" shall mean any reasonable costs and expenses of the Institute incurred in connection with the claim or dispute brought by that member, including but not limited to i) fees and expenditures of the Institute's attorneys, ii) costs of investigation/discovery including expert fees, and iii) internal costs of the Institute.

For the avoidance of doubt, no member can use resignation and/or expulsion from the Institute in order to circumvent the reimbursement of such Costs.

Any claim or dispute arising between a member (or members) and the Institute shall be governed by French law excluding its conflict of law provisions.

Article 19: Amendments to the Statutes and the Rules of Procedure

Proposals for amendments to the Statutes or the Rules of Procedure shall be put to a Specially Convened Meeting of the General Assembly giving not less than six weeks' notice which shall include an agenda and the proposed text.

Approval of amendments to the Statutes shall require not less than 75% and to the Rules of Procedure including their annexes not less than 71% of the total weighted votes cast to be in favour.

Annex 1: Definitions in relation to the member categories of ETSI

1 Member Categories

Administration: An Administration is defined as the part of the public administration responsible for electronics communications and related areas in a country.

Other Government Body: An Other Government Body is defined as any other governmental organization or agency not covered by the Administration category above.

National Standards Organization: A National Standards Organization is a standards organization whose function is to carry out at national level the activities related to standstill, public enquiry, establishment of the national position for the vote on draft European Standards as well as the transposition and withdrawal of national standards; and which is normally recognized by its Government as being authorized to make them available to the public at the national level.

Consultancy Company/Partnership: A Consultancy Company/Partnership is defined as any legally-established consultancy company/partnership concerned with telecommunications and related areas.

Manufacturer: A Manufacturer is defined as a company having a substantial capacity to develop and/or produce and/or install and/or maintain products to be used in, or directly or indirectly connected to, an electronics communications network.
An association or organization of such Manufacturers also falls within this category.

Network Operator: A Network Operator is defined as an operator of an electronics communications network or part thereof.
An association or organization of such Network Operators also falls within this category.

Research Body: A Research Body is defined as any legally established research body concerned with electronics communications and related areas. A Public Research Body is a not-for-profit research organization whose main stakeholders are in the Public sector.

Service Provider: A Service Provider is defined as a company or organization, making use of an electronics communications network or part thereof to provide a service or services on a commercial basis to third parties.
An association or organization of such Service Providers also falls within this category.

University: Any not-for-profit institution for higher education or postgraduate training having the legal power to award first and/or higher degrees.

User: A User is an organization making use of services in the field of electronics communications and related areas, whose main interest in electronics communications standards is in that capacity.
An association or organization of such Users also falls within this category.

2 Qualifying definitions

Additional membership: Any additional membership(s) covering a specific activity and/or local unit that an ETSI member chooses to hold in addition to its "group" membership for which its contribution has calculated using Annex 2.

Group membership: The "primary" membership for a company for which the Class of Contribution has been determined using the group's global accounts in accordance with Annex 2.

SME (Small and Medium Enterprise): An organisation, company or partnership that satisfies to EC definition of an SME.

Micro-Enterprise: An organisation, company or partnership that satisfies to EC definition of a Micro-Enterprise.

Annex 2: Contributions to the ETSI Budget

1 The contributions to the ETSI budget to be paid by a Full or an Associate member as required by Article 10 of these Rules of Procedure shall be proportional to the number of units of the Class of Contribution applicable to its Category of membership as determined by the scales set out in Clauses 2 and 5 below. A Full or Associate member can voluntarily pay a higher contribution to the ETSI budget than that required by Article 10. Exceptionally a minimum contribution to the ETSI budget may be required from a Full or an Associate member to permit that member to participate in a Partnership Project. The first Unit of Contribution entitles the member to periodically receive all ETSI deliverables free of charge. The annual fee for an n unit member thus is the equivalent of the sum of the first unit and the product of (n-1) times the Unit of Contribution.

2 For an Administration, the Class of Contribution is determined according to the latest published or available figure of the Gross Domestic Product (GDP) of its country, as follows:

Class of Contribution	GDP in 10^9 EUR	Number of Units
1	up to 7	1
2	8 to 23	2
3	24 to 40	3
4	41 to 55	6
5	56 to 70	9
6	71 to 135	13
7	136 to 200	18
8	201 to 350	24
9	351 to 500	30
10	501 to 800	37
11	Above 800	45

The Class of Contribution for Associate member Administrations may be adjusted by the Director-General taking into account any particular circumstances.

3 In addition, as provided for in Article 1.1 of these Rules of Procedure, an Administration which is also a Network Operator shall also contribute as a Full member in that latter category according to the scale set out in Clause 5 below.

4 When a country has more than one Administration member, one of those members shall contribute according to the scale set out in Clause 2 above and the other Additional membership(s) shall contribute 1 unit.

5 For a Full or an Associate member of any other category the Class of Contribution shall be determined according to the latest published or available figure of its Electronics Communications Related Turn Over (ECRT) or its equivalent, as follows:

Class of Contribution	ECRT in 10^6 EUR	Number of Units
1	"SME membership" (§ 6), “Micro-Enterprises” (§ 6), "User & Trade Association" (§ 9), University and Public Research Body (§ 6), "Additional membership" (§ 4 and §7)	1
2	Up to 135	2
3	136 to 200	3
4	201 to 450	6
5	451 to 700	9
6	701 to 1350	13
7	1351 to 2000	18
8	2001 to 3500	24
9	3501 to 5000	30
10	5001 to 8000	37
11	above 8000	45

6 The member's Electronics Communications Related Turnover (ECRT) is defined as the worldwide turnover generated by all the member's products and services related to Article 2 "Purpose" and Article 3 "Scope of activities" of the ETSI Statutes:

a) In accordance with Article 10.3, members should regularly inform the Director-General of their current ECRT.

b) In the case where the member's ECRT is not able to be determined from publicly available information, the member will agree with the Director-General on the appropriate Class of Contribution which should apply.

c) In the event that a member is not able to declare its ECRT and is not willing to agree with the Director-General on the appropriate Class of Contribution which should apply then it shall be assigned the highest class of contribution.

d) SME and Micro-Enterprise members shall, after presenting evidence to the Director-General, contribute 1 unit.

e) Universities and Public Research Bodies shall be entitled to pay a reduced first Unit of Contribution.

f) A company, being part of the same Corporate Group, i.e. companies being AFFILIATES (as defined in Annex 6), with one membership only shall determine its Class of Contribution from the ECRT based upon the worldwide turnover generated by the entire Corporate Group’s products and services related to Article 2 "Purpose" and Article 3 "Scope of activities" in the ETSI Statutes.

g) Micro-Enterprises shall be entitled to pay a reduced first Unit of Contribution.

7 Companies with more than one membership from the same Corporate Group, i.e. companies being AFFILIATES, may either:

a) Declare multiple memberships excluding the ECRT relating to transactions between companies of the same group (sometimes known as intra-company trading) when determining the Class of Contribution. The sum of Class of Contributions and ECRTs, respectively, for the multiple memberships shall always be equal to or greater than the Class of Contribution and ECRT for a membership determined using the worldwide turnover generated by the entire Corporate Group's products and services related to Article 2 "Purpose" and Article 3 "Scope of activities" in the ETSI Statutes.

or

b) Declare a multiple membership consisting of a "Group" membership, with its ECRT determined using the worldwide turnover generated by the entire Corporate Group's products and services related to Article 2 "Purpose" and Article 3 "Scope of activities" in the ETSI Statutes, and one or more "Additional" membership(s) which shall contribute 1 unit each.

8 The Administration of Malta shall be entitled to a 50% reduction in its contribution according to the scale in Clause 2 above.

9 User Associations or Trade Associations shall contribute 1 unit.

10 Furthermore, not-for-profit User Associations shall be entitled to pay a reduced first Unit of Contribution.

11 The fees charged to Observers shall take into account any reciprocal arrangement.

RULES of PROCEDURE

Annex 3: Weighted National Votes

The allocations of weightings to the votes of national delegations shall be as given below:

GERMANY	29
UNITED KINGDOM	29
FRANCE	29
ITALY	29
SPAIN	27
POLAND	27
ROMANIA	14
NETHERLANDS	13
RUSSIA	12
TURKEY	12
GREECE	12
PORTUGAL	12
BELGIUM	12
CZECH REPUBLIC	12
HUNGARY	12
UKRAINE	10
SWEDEN	10
AUSTRIA	10
BULGARIA	10
SWITZERLAND	10
SLOVAK REPUBLIC	7
DENMARK	7
FINLAND	7
NORWAY	7
IRELAND	7
SERBIA	7
CROATIA	7
LITHUANIA	7
ALBANIA	4
LATVIA	4
SLOVENIA	4
GEORGIA	4
ESTONIA	4
CYPRUS	4
LUXEMBOURG	4
MALTA	3
ICELAND	3
BOSNIA & HERZEGOVINA	3
THE FORMER YUGOSLAV REPUBLIC OF MACEDONIA	3
MOLDOVA	3
MONTENEGRO	3

An Applicant Administration, Other Governmental Body, or National Standards Organization whose national delegation is not included in the list of allocations of weightings contained in this Annex shall be consulted first by the Chairman of the General Assembly as to the size of the weighting applied for. The Chairman shall then obtain the views of the other national delegations to the General Assembly, after which he shall obtain the views of other European organizations applying similar weightings, such as CEN and CENELEC, with a view to ensuring consistency with the weightings allocated by other European organizations.

The Chairman shall subsequently put a proposal before a meeting of the General Assembly for an allocation of weighting to the Applicant national delegation, and for a consequential amendment to this Annex.

Annex 4: Weighted Individual Votes

1 For the purposes of weighted individual voting provided for in Articles 1.2.3, 11.2.2, 11.2.3 and 14 of these Rules of Procedure, the votes of the Full members or Associate members shall have a weighting equal to the number of units of their Class of Contribution as determined according to Annex 2.

2 As provided for in Article 1.1, an Administration which is also a Network Operator shall have a weighted individual vote equal to the number of units of its Class of Contribution as an Administration and a weighted individual vote equal to the number of units of its Class of Contribution as a Network Operator, and these two votes shall be separately cast.

3 The Director-General shall keep an up-to-date list of the Class of Contribution of the Full members and Associate members for every meeting of the General Assembly.

RULES of PROCEDURE

Annex 5: List of Abbreviations

CEN	Comité Européen de Normalisation European Committee for Standardization
CENELEC	Comité Européen de Normalisation Electrotechnique European Committee for Electrotechnical Standardization
CEPT	Conférence Européenne des Administrations des Postes et des Télécommunications / European Conference of Postal and Telecommunications Administrations
CTR	Common Technical Regulation
EBU/UER	European Broadcasting Union Union Européenne de Radio-Télévision
EC/CE	European Commission / Commission Européenne
ECU	European Currency Unit
EFTA/AELE	European Free Trade Association Association Européenne de Libre Echange
EG	ETSI Guide
EN	Europäische Norm / European Standard / Norme Européenne
ES	ETSI Standard
ETS	European Telecommunications Standard (ETSI) (previous nomenclature)
EUR	Euro (European currency)
GDP	Gross Domestic Product
I-ETS	Interim European Telecommunications Standard (previous nomenclature)
ISO	International Organization for Standardization
IEC	International Electrotechnical Commission
ISO/IEC JTC1	ISO/IEC Joint Technical Committee 1
ITU	International Telecommunication Union Union Internationale des Télécommunications
NET	Norme Européenne de Télécommunications (TRAC) (previous nomenclature)
NSO	National Standards Organization
TBR	Technical Basis for Regulation (previous nomenclature)

RULES of PROCEDURE

Annex 6: ETSI Intellectual Property Rights Policy

1 Introduction

The General Assembly of ETSI has established the following Intellectual Property Rights POLICY.

2 Definitions

Terms in the POLICY which are written in capital letters shall have the meaning set forth in Clause 15 entitled DEFINITIONS.

3 Policy Objectives

3.1 It is ETSI's objective to create STANDARDS and TECHNICAL SPECIFICATIONS that are based on solutions which best meet the technical objectives of the European telecommunications sector, as defined by the General Assembly. In order to further this objective the ETSI IPR POLICY seeks to reduce the risk to ETSI, MEMBERS, and others applying ETSI STANDARDS and TECHNICAL SPECIFICATIONS, that investment in the preparation, adoption and application of STANDARDS could be wasted as a result of an ESSENTIAL IPR for a STANDARD or TECHNICAL SPECIFICATION being unavailable. In achieving this objective, the ETSI IPR POLICY seeks a balance between the needs of standardization for public use in the field of telecommunications and the rights of the owners of IPRs.

3.2 IPR holders whether members of ETSI and their AFFILIATES or third parties, should be adequately and fairly rewarded for the use of their IPRs in the implementation of STANDARDS and TECHNICAL SPECIFICATIONS.

3.3 ETSI shall take reasonable measures to ensure, as far as possible, that its activities which relate to the preparation, adoption and application of STANDARDS and TECHNICAL SPECIFICATIONS, enable STANDARDS and TECHNICAL SPECIFICATIONS to be available to potential users in accordance with the general principles of standardization.

4 Disclosure of IPRs

4.1 Subject to Clause 4.2 below, each MEMBER shall use its reasonable endeavours, in particular during the development of a STANDARD or TECHNICAL SPECIFICATION where it participates, to inform ETSI of ESSENTIAL IPRs in a timely fashion. In particular, a MEMBER submitting a technical proposal for a STANDARD or TECHNICAL SPECIFICATION shall, on a bona fide basis, draw the attention of ETSI to any of that MEMBER's IPR which might be ESSENTIAL if that proposal is adopted.

4.2 The obligations pursuant to Clause 4.1 above do however not imply any obligation on MEMBERS to conduct IPR searches.

4.3 The obligations pursuant to Clause 4.1 above are deemed to be fulfilled in respect of all existing and future members of a PATENT FAMILY if ETSI has been informed of a member of this PATENT FAMILY in a timely fashion. Information on other members of this PATENT FAMILY, if any, may be voluntarily provided.

5 Procedures for Committees

ETSI shall establish guidelines for the chairmen of COMMITTEES with respect to ESSENTIAL IPRs.

6 Availability of Licences

6.1 When an ESSENTIAL IPR relating to a particular STANDARD or TECHNICAL SPECIFICATION is brought to the attention of ETSI, the Director-General of ETSI shall immediately request the owner to give within three months an irrevocable undertaking in writing that it is prepared to grant

irrevocable licences on fair, reasonable and non-discriminatory ("FRAND") terms and conditions under such IPR to at least the following extent:

- MANUFACTURE, including the right to make or have made customized components and sub-systems to the licensee's own design for use in MANUFACTURE;
- sell, lease, or otherwise dispose of EQUIPMENT so MANUFACTURED;
- repair, use, or operate EQUIPMENT; and
- use METHODS.

The above undertaking may be made subject to the condition that those who seek licences agree to reciprocate.

6.1bis Transfer of ownership of ESSENTIAL IPR

FRAND licensing undertakings made pursuant to Clause 6 shall be interpreted as encumbrances that bind all successors-in-interest. Recognizing that this interpretation may not apply in all legal jurisdictions, any Declarant who has submitted a FRAND undertaking according to the POLICY who transfers ownership of ESSENTIAL IPR that is subject to such undertaking shall include appropriate provisions in the relevant transfer documents to ensure that the undertaking is binding on the transferee and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest. The undertaking shall be interpreted as binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.

6.2 An undertaking pursuant to Clause 6.1 with regard to a specified member of a PATENT FAMILY shall apply to all existing and future ESSENTIAL IPRs of that PATENT FAMILY unless there is an explicit written exclusion of specified IPRs at the time the undertaking is made. The extent of any such exclusion shall be limited to those explicitly specified IPRs.

6.3 As long as the requested undertaking of the IPR owner is not granted, the COMMITTEE Chairmen should, if appropriate, in consultation with the ETSI Secretariat use their judgment as to whether or not the COMMITTEE should suspend work on the relevant parts of the STANDARD or TECHNICAL SPECIFICATION until the matter has been resolved and/or submit for approval any relevant STANDARD or TECHNICAL SPECIFICATION.

6.4 At the request of the European Commission and/or EFTA, initially for a specific STANDARD or TECHNICAL SPECIFICATION or a class of STANDARDS/TECHNICAL SPECIFICATIONS, ETSI shall arrange to have carried out in a competent and timely manner an investigation including an IPR search, with the objective of ascertaining whether IPRs exist or are likely to exist which may be or may become ESSENTIAL to a proposed STANDARD or TECHNICAL SPECIFICATIONS and the possible terms and conditions of licences for such IPRs. This shall be subject to the European Commission and/or EFTA meeting all reasonable expenses of such an investigation, in accordance with detailed arrangements to be worked out with the European Commission and/or EFTA prior to the investigation being undertaken.

6bis Use of the IPR Licensing Declaration Forms

MEMBERS shall use one of the ETSI IPR Licensing Declaration forms at the Appendix to this ETSI IPR Policy to make their IPR licensing declarations.

7 Information on IPR by ETSI

7.1 Any published STANDARD or TECHNICAL SPECIFICATION shall include information pertaining to ESSENTIAL IPRs which are brought to the attention of ETSI prior to such publication.

7.2 ETSI shall establish appropriate procedures to allow access to information at any time with respect to ESSENTIAL IPRs which have been brought to the attention of ETSI.

8 Non-availability of Licences

8.1 Non-availability of licences prior to the publication of a STANDARD or a TECHNICAL SPECIFICATION

8.1.1 Existence of a viable alternative technology

Where prior to the publication of a STANDARD or a TECHNICAL SPECIFICATION an IPR owner informs ETSI that it is not prepared to license an IPR in respect of a STANDARD or TECHNICAL SPECIFICATION in accordance with Clause 6.1 above, the General Assembly shall review the requirement for that STANDARD or TECHNICAL SPECIFICATION and satisfy itself that a viable alternative technology is available for the STANDARD or TECHNICAL SPECIFICATION which:

- is not blocked by that IPR; and
- satisfies ETSI's requirements.

8.1.2 Non-existence of a viable alternative technology

Where, in the opinion of the General Assembly, no such viable alternative technology exists, work on the STANDARD or TECHNICAL SPECIFICATION shall cease, and the Director-General of ETSI shall observe the following procedure:

a) If the IPR owner is a MEMBER,

i) the Director-General of ETSI shall request that MEMBER to reconsider its position.

ii) If that MEMBER however decides not to withdraw its refusal to license the IPR, it shall then inform the Director-General of ETSI of its decision and provide a written explanation of its reasons for refusing to license that IPR, within three months of its receipt of the Director-General's request.

iii) The Director-General of ETSI shall then send the MEMBER's explanation together with relevant extracts from the minutes of the General Assembly to the ETSI Counsellors for their consideration.

b) If the IPR owner is a third party,

i) the Director-General of ETSI shall, wherever appropriate, request full supporting details from any MEMBER who has complained that licences are not available in accordance with Clause 6.1 above and/or request appropriate MEMBERS to use their good offices to find a solution to the problem.

ii) Where this does not lead to a solution the Director-General of ETSI shall write to the IPR owner concerned for an explanation and request ultimately that licences be granted according to Clause 6.1 above.

iii) Where the IPR owner refuses the Director-General's request and decides not to withdraw its refusal to license the IPR or does not answer the letter within three months after the receipt of the Director-General's request, the Director-General shall then send the IPR owner's explanation, if any, together with relevant extracts from the minutes of the General Assembly to the ETSI Counsellors for their consideration.

8.1.3 Prior to any decision by the General Assembly, the COMMITTEE should in consultation with the ETSI Secretariat use their judgment as to whether or not the COMMITTEE should pursue development of the concerned parts of the STANDARD or a TECHNICAL SPECIFICATION based on the non-available technology and should look for alternative solutions.

8.2 Non-availability of licences after the publication of a STANDARD or a TECHNICAL SPECIFICATION

Where, in respect of a published STANDARD or TECHNICAL SPECIFICATION, ETSI becomes aware that licences are not available from an IPR owner in accordance with Clause 6.1 above, that STANDARD or TECHNICAL SPECIFICATION shall be referred to the Director-General of ETSI for further consideration in accordance with the following procedure:

i) The Director-General shall request full supporting details from any MEMBER or third party who has complained that licences are not available in accordance with Clause 6.1 above.

ii) The Director-General shall write to the IPR owner concerned for an explanation and request that licences be granted according to Clause 6.1 above. Where the concerned IPR owner is a MEMBER, it shall inform the Director-General of ETSI of its decision and provide a written explanation of its reasons in case of continuing refusal to license that IPR.

iii) Where the IPR owner refuses the Director-General's request or does not answer the letter within three months, the Director-General shall inform the General Assembly and, if available, provide the General Assembly with the IPR owner's explanation for consideration. A vote shall be taken in the General Assembly on an individual weighted basis to immediately refer the STANDARD or TECHNICAL SPECIFICATION to the relevant COMMITTEE to modify it so that the IPR is no longer ESSENTIAL.

iv) Where the vote in the General Assembly does not succeed, then the General Assembly shall, where appropriate, consult the ETSI Counsellors with a view to finding a solution to the problem. In parallel, the General Assembly may request appropriate MEMBERS to use their good offices to find a solution to the problem.

v) Where (iv) does not lead to a solution, then the General Assembly shall request the European Commission to see what further action may be appropriate, including non-recognition of the STANDARD or TECHNICAL SPECIFICATION in question.

In carrying out the foregoing procedure due account shall be taken of the interest of the enterprises that have invested in the implementation of the STANDARD or TECHNICAL SPECIFICATION in question.

9 ETSI ownership of IPRs

9.1 The ownership of the copyright in STANDARDS and TECHNICAL SPECIFICATIONS documentation and reports created by ETSI or any of its COMMITTEES shall vest in ETSI but due acknowledgement shall be given to copyrights owned by third parties that are identifiable in ETSI copyrighted works.

9.2 In general, in the absence of any exceptional circumstances, where SOFTWARE is included in any element of a STANDARD or TECHNICAL SPECIFICATION there shall be no requirement to use that SOFTWARE for any purpose in order for an implementation to conform to the STANDARD or TECHNICAL SPECIFICATION.

9.2.1 Without prejudice to Clause 9.1, any MEMBER contributing SOFTWARE for inclusion in a STANDARD or TECHNICAL SPECIFICATION hereby grants, without monetary compensation or any restriction other than as set out in this Clause 9.2.1, an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable copyright licence to prepare derivative works of (including translations, adaptations, alterations) the contributed SOFTWARE and reproduce,

display, distribute and execute the contributed SOFTWARE and derivative works for the following limited purposes:

a) to ETSI and MEMBERS to evaluate the SOFTWARE and any derivative works thereof for determining whether to support the inclusion of the SOFTWARE in that STANDARD or TECHNICAL SPECIFICATION;
b) to ETSI to publish the SOFTWARE in that STANDARD or TECHNICAL SPECIFICATION; and
c) to any implementer of that STANDARD or TECHNICAL SPECIFICATION to evaluate the SOFTWARE and any derivative works thereof for inclusion in its implementation of that STANDARD or TECHNICAL SPECIFICATION, and to determine whether its implementation conforms with that STANDARD or TECHNICAL SPECIFICATION.

9.2.2 (i) The copyright licence granted in Clause 9.2.1 shall also extend to any implementer of that STANDARD or TECHNICAL SPECIFICATION for the purpose of using the SOFTWARE in any compliant implementation unless (ii) the contributing MEMBER gives an irrevocable undertaking in writing at the time of contribution that it is prepared to grant an irrevocable copyright licence on fair, reasonable and non-discriminatory terms and conditions for the purpose of using the SOFTWARE in any compliant implementation.

9.2.3 Any MEMBER contributing SOFTWARE for inclusion in a STANDARD or TECHNICAL SPECIFICATION represents and warrants that to the best of its knowledge, it has the necessary copyright rights to license that contribution under Clause 9.2.1 and 9.2.2 to ETSI, MEMBERS and implementers of the STANDARD or TECHNICAL SPECIFICATION.

Other than as expressly provided in this Clause 9.2.3: (1) SOFTWARE contributed for inclusion in a STANDARD or TECHNICAL SPECIFICATION is provided “AS IS” with no warranties, express or implied, including but not limited to, the warranties of merchantability, fitness for a particular purpose and non infringement of intellectual property rights and (2) neither the MEMBER contributing SOFTWARE nor ETSI shall be held liable in any event for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss) arising out of or related to the use of or inability to use the SOFTWARE.

9.2.4 With respect to the copyright licenses set out in Clause 9.2.1 and 9.2.2 , no patent licence is granted by implication, estoppel or otherwise.

9.3 In respect of IPRs other than copyright in STANDARDS and TECHNICAL SPECIFICATIONS documentation and reports, ETSI shall only seek ownership of IPRs generated either by its employees or by secondees to ETSI from organizations who are not MEMBERS.

9.4 ETSI shall, on request by a non-member, grant licences to that non-member on fair and reasonable terms and conditions in respect of any IPRs, other than those referred to in Clause 9.1 above, owned by ETSI. MEMBERS shall be allowed to use IPRs owned by ETSI free of charge.

10 Confidentiality

The proceedings of a COMMITTEE shall be regarded as non-confidential except as expressly provided below and all information submitted to a COMMITTEE shall be treated as if non-confidential and shall be available for public inspection unless:

- the information is in written or other tangible form; and
- the information is identified in writing, when submitted, as confidential; and
- the information is first submitted to, and accepted by, the chairman of the COMMITTEE as confidential.

CONFIDENTIAL INFORMATION incorporated in a STANDARD or TECHNICAL SPECIFICATION shall be regarded as non-confidential by ETSI and its MEMBERS, from the date on which the STANDARD or TECHNICAL SPECIFICATION is published.

11 Reproduction of Standards Documentation

MEMBERS may make copies of STANDARDS and TECHNICAL SPECIFICATIONS documentation produced by ETSI for their own use free of charge but may not distribute such copies to others.

12 Law and Regulation

The POLICY shall be governed by the laws of France. However, no MEMBER shall be obliged by the POLICY to commit a breach of the laws or regulations of its country or to act against supranational laws or regulations applicable to its country insofar as derogation by agreement between parties is not permitted by such laws.

Any right granted to, and any obligation imposed on, a MEMBER which derives from French law and which are not already contained in the national or supranational law applicable to that MEMBER is to be understood as being of solely a contractual nature.

13 Policy Decisions

Without prejudice to ETSI's Statutes and Rules of Procedure, no decisions shall be taken by ETSI in relation to implementation of the POLICY unless supported by a 71 % majority of the weighted individual votes cast by MEMBERS.

14 Violation of Policy

Any violation of the POLICY by a MEMBER shall be deemed to be a breach, by that MEMBER, of its obligations to ETSI. The ETSI General Assembly shall have the authority to decide the action to be taken, if any, against the MEMBER in breach, in accordance with the ETSI Statutes.

15 Definitions

1 "**AFFILIATE**" of a first legal entity means any other legal entity:

- directly or indirectly owning or controlling the first legal entity, or
- under the same direct or indirect ownership or control as the first legal entity, or
- directly or indirectly owned or controlled by the first legal entity,

for so long as such ownership or control lasts.

Ownership or control shall exist through the direct or indirect:

- ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions, or
- right by any other means to elect or appoint directors, or persons who collectively can exercise such control. A state, a division of a state or other public entity operating under public law, or any legal entity, linked to the first legal entity solely through a state or any division of a state or other public entity operating under public law, shall be deemed to fall outside the definition of an AFFILIATE.

2 "**COMMITTEE**" shall mean any *Technical Body* of ETSI and shall include ETSI Projects, Technical Committees, ETSI Partnership Projects, and their Working Groups.

3 "**CONFIDENTIAL INFORMATION**" shall mean all information deemed to be confidential pursuant to Clause 10 of the POLICY disclosed directly or indirectly to the MEMBER.

4 "**EQUIPMENT**" shall mean any system, or device fully conforming to a STANDARD.

5 "**METHODS**" shall mean any method or operation fully conforming to a STANDARD.

6 "**ESSENTIAL**" as applied to IPR means that it is not possible on technical (but not commercial) grounds, taking into account normal technical practice and the state of the art generally available at the time of standardization, to make, sell, lease, otherwise dispose of, repair, use or operate EQUIPMENT or METHODS which comply with a STANDARD without infringing that IPR. For the avoidance of doubt in exceptional cases where a STANDARD can only be implemented by technical solutions, all of which are infringements of IPRs, all such IPRs shall be considered ESSENTIAL.

7 "**IPR**" shall mean any intellectual property right conferred by statute law including applications therefor other than trademarks. For the avoidance of doubt rights relating to get-up, confidential information, trade secrets or the like are excluded from the definition of IPR.

8 "**MANUFACTURE**", shall mean production of EQUIPMENT.

9 "**MEMBER**" shall mean a member or Associate member of ETSI. References to a MEMBER shall wherever the context permits be interpreted as references to that MEMBER and its AFFILIATES.

10 "**POLICY**" shall mean ETSI's Intellectual Property Rights Policy.

11 "**STANDARD**" shall mean any standard adopted by ETSI including options therein or amended versions and shall include European Standards (ENs), ETSI Standards (ESs), Common Technical Regulations (CTRs) which are taken from ENs and including drafts of any of the foregoing, and documents made under the previous nomenclature, including ETSs, I-ETSs, parts of NETs and TBRs, the technical specifications of which are available to all MEMBERS, but not including any standards, or parts thereof, not made by ETSI.

The date on which a STANDARD is considered to be adopted by ETSI for the purposes of this POLICY shall be the date on which the technical content of that STANDARD was available to all MEMBERS.

12 "**TECHNICAL SPECIFICATION**" shall mean any Technical Specification (TS) adopted by ETSI including options therein or amended version including drafts, the Technical Specifications of which are available to all MEMBERS, but not including any technical specifications, or parts thereof, not made by ETSI.

The date on which a TECHNICAL SPECIFICATION is considered to be adopted by ETSI for the purposes of this POLICY shall be the date on which the technical content of that TECHNICAL SPECIFICATION was available to all MEMBERS.

13 "**PATENT FAMILY**" shall mean all the documents having at least one priority in common, including the priority document(s) themselves. For the avoidance of doubt, "documents" refers to patents, utility models, and applications therefor.

14 For the purpose of this IPR Policy, "**SOFTWARE**" shall mean:

- a set of instructions written in any programming language that either directly, or when further compiled, performs a function when executed by hardware that processes data according to instructions, such as an audio or video CODEC; but also
- data and stream structure definitions, such as ASN.1, TTCN, or XML data representations; and
- schema examples, such as SDL diagrams and data flow charts;

which can be transformed, either directly, or when further compiled, into usable/implementable code.

Annex 6 - Appendix A: IPR Licensing Declaration forms

IPR HOLDER / ORGANISATION ("Declarant")

Legal Name: _____

CONTACT DETAILS FOR LICENSING INFORMATION:

Name and Title: _____

Department: _____

Address: _____

_____

Telephone: _____ Fax: _____

Email: _____ URL: _____

GENERAL IPR LICENSING DECLARATION

In accordance with Clause 6.1 of the ETSI IPR Policy the Declarant and/or its AFFILIATES hereby informs ETSI that ***(check one box only)***:

☐ with reference to ETSI STANDARD(S) or TECHNICAL SPECIFICATION(S) No.:

_____ , or

☐ with reference to ETSI Project(s): _____ , or

☐ with reference to all ETSI STANDARDS AND TECHNICAL SPECIFICATIONS

and with reference to ***(check one box only)***:

☐ IPR(s) contained within technical contributions made by the Declarant and/or its AFFILIATES, or

☐ any IPRs

the Declarant hereby irrevocably declares that (1) it and its AFFILIATES are prepared to grant irrevocable licenses under its/their IPR(s) on terms and conditions which are in accordance with Clause 6.1 of the ETSI IPR Policy, in respect of the STANDARD(S), TECHNICAL SPECIFICATION(S), or the ETSI Project(s), as identified above, to the extent that the IPR(s) are or become, and remain ESSENTIAL to practice that/those STANDARD(S) or TECHNICAL SPECIFICATION(S) or, as applicable, any STANDARD or TECHNICAL SPECIFICATION resulting from proposals or Work Items within the current scope of the above identified ETSI Project(s), for the field of use of practice of such STANDARD or TECHNICAL SPECIFICATION; and (2) it will comply with Clause 6.1bis of the ETSI IPR Policy with respect to such ESSENTIAL IPR(s).

☐ This irrevocable undertaking is made subject to the condition that those who seek licences agree to reciprocate **(check box if applicable)**.

The construction, validity and performance of this General IPR licensing declaration shall be governed by the laws of France.

Terms in ALL CAPS on this form have the meaning provided in Clause 15 of the ETSI IPR Policy.

SIGNATURE

By signing this General IPR Licensing Declaration form, you represent that you have the authority to bind the Declarant and/or its AFFILIATES to the representations and commitments provided in this form.

Name of authorized person: _____

Title of authorized person: _____

Place, Date: _____

Signature: _____

Please return this form duly signed to: ETSI Director-General
ETSI - 650, route des Lucioles - F-06921 Sophia Antipolis Cedex – France / Fax. +33 (0) 4 93 65 47 16

IPR INFORMATION STATEMENT AND LICENSING DECLARATION

IPR HOLDER / ORGANISATION ("Declarant")

Legal Name: _____

CONTACT DETAILS FOR LICENSING INFORMATION:

Name and Title: _____

Department: _____

Address: _____

_____

Telephone: _____ Fax: _____

Email: _____ URL: _____

IPR INFORMATION STATEMENT

In accordance with Clause 4.1 of the ETSI IPR Policy the Declarant and/or its AFFILIATES hereby informs ETSI that it is the Declarant's and/or its AFFILIATES' present belief that the IPR(s) disclosed in the attached *IPR Information Statement Annex* may be or may become ESSENTIAL in relation to at least the ETSI Work Item(s), STANDARD(S) and/or TECHNICAL SPECIFICATION(S) identified in the attached *IPR Information Statement Annex*.

The Declarant and/or its AFFILIATES ***(check one box only)***:

☐ are the proprietor of the IPR(s) disclosed in the attached *IPR Information Statement Annex*.

☐ are not the proprietor of the IPR(s) disclosed in the attached *IPR Information Statement Annex*.

IPR LICENSING DECLARATION

In accordance with Clause 6.1 of the ETSI IPR Policy the Declarant and/or its AFFILIATES hereby irrevocably declares the following ***(check one box only, and subordinate box, where applicable)***:

☐ To the extent that the IPR(s) disclosed in the attached *IPR Information Statement Annex* are or become, and remain ESSENTIAL in respect of the ETSI Work Item, STANDARD and/or TECHNICAL SPECIFICATION identified in the attached *IPR Information Statement Annex*, the Declarant and/or its AFFILIATES are (1) prepared to grant irrevocable licences under this/these IPR(s) on terms and conditions which are in accordance with Clause 6.1 of the ETSI IPR Policy; and (2) will comply with Clause 6.1bis of the ETSI IPR Policy.

☐ This irrevocable undertaking is made subject to the condition that those who seek licences agree to reciprocate **(check box if applicable).**

☐ The Declarant and/or its AFFILIATES are not prepared to make the above IPR Licensing Declaration (reasons may be explained in writing in the attached *IPR Licensing Declaration Annex*).

The construction, validity and performance of this IPR information statement and licensing declaration shall be governed by the laws of France.

Terms in ALL CAPS on this form have the meaning provided in Clause 15 of the ETSI IPR Policy.

SIGNATURE

By signing this IPR Information Statement and Licensing Declaration form, you represent that you have the authority to bind the Declarant and/or its AFFILIATES to the representations and commitments provided in this form.

Name of authorized person: _____

Title of authorized person: _____

Place, Date: _____

Signature: _____

Please return this form duly signed to: ETSI Director-General
ETSI - 650, route des Lucioles - F-06921 Sophia Antipolis Cedex – France / Fax. +33 (0) 4 93 65 47 16

IPR Information Statement Annex

STANDARD, TECHNICAL SPECIFICATION or ETSI Work Item				Proprietor	Application No.	Publication No.	Patent/Application Title	Country of registration	FURTHER INFORMATION Other members of this PATENT FAMILY, if any *		
Project or Standard name	Work Item or Standard No.	Illustrative Specific part of the standard (e.g. Section)	Version (V.X.X.X)						Application No.	Publication No.	Country of registration
e.g. UMTS	*ETSI TS 125 215*	*6.1.1.2*	*V.3.5.0*	*Abcd*		*EP 1131972*	*Scheduling of slotted-mode related measurements*	*EPC CONTRACTING STATES (*		*AU 12740/00*	*Australia*
										CN 99813100.8	*China P.R.*
										FI 108270	*Finland*
										JP 11-318161	*Japan*
										US 6532226	*USA*

***** Information on other members of a PATENT FAMILY is provided voluntarily (Clause 4.3 of the ETSI IPR Policy).

Please return this form together with the “IPR Information Statement and Licensing Declaration form” to:
ETSI Director-General - ETSI - 650, route des Lucioles - F-06921 Sophia Antipolis Cedex – France / Fax. +33 (0) 4 93 65 47 16

IPR Licensing Declaration Annex

Optional written explanation of reasons for not making the IPR Licensing Declaration

☐ The Declarant and/or its AFFILIATES are unwilling to grant irrevocable licences under the IPR(s) disclosed in the attached *IPR Information Statement Annex* on terms and conditions which are in accordance with Clause 6.1 of the ETSI IPR Policy.

☐ The Declarant and/or its AFFILIATES are unable to grant irrevocable licences under the IPR(s) disclosed in the attached *IPR Information Statement Annex* on terms and conditions which are in accordance with Clause 6.1 of the ETSI IPR Policy, because

- ☐ the Declarant and/or its AFFILIATES are not the proprietor of the IPR(s) disclosed in the attached *IPR Information Statement Annex*,
- ☐ the Declarant and/or its AFFILIATES do not have the ability to licence the IPR(s) disclosed in the attached *IPR Information Statement Annex* on terms and conditions which are in accordance with Clause 6.1 of the ETSI IPR Policy. In this case, please provide Contact information of those who may have this ability:

Legal Name: _____

Name and Title: _____

Department: _____

Address: _____

_____

Telephone: _____ Fax: _____

Email: _____

☐ Other reasons (please specify):

_____

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_____

Please return this form together with the "IPR Information Statement and Licensing Declaration form" to:

ETSI Director-General

ETSI - 650, route des Lucioles - F-06921 Sophia Antipolis Cedex – France / Fax. +33 (0) 4 93 65 47 16

Annex 7: Rules of operation for the Board

1 Board membership and attendance

The Board shall comprise elected, and ex-officio non-voting, members. The Director-General shall be an ex-officio non-voting member.

Elected Board members may not send replacements.

One of the elected Board members shall be appointed by the General Assembly as Chairman for the mandate period.

The Chairman of the General Assembly, the ETSI Counsellors, and the Finance Committee Chairman shall have the right to participate in Board meetings, without the right to vote.

The Chairman of the Board may invite others to participate in Board meetings for particular agenda items.

2 Nomination and election of Board members

The General Assembly shall decide for each mandate period the number, being between 15 and 30 inclusive, of members of the Board to be elected.

The General Assembly may decide to allocate a number of "reserved" seats on the Board to ensure representation of specific membership categories (e.g. User, SME). The number and type of such "reserved" seats shall be decided for each mandate period along with the rules applicable for filling such seats.

The Director-General shall invite members to submit nominations at least two months before an election. The list of candidates shall be announced 30 days prior to the election. Each candidate shall be a representative of a Full ETSI member for the mandate period with a letter of support provided by the Official Contact. An ETSI member, or Corporate Group, shall not support more than one candidate.

Weighted individual voting shall apply. Each Full or Associate ETSI member may use as many votes as its individual weight and may split the votes on as many candidates as it has votes.

Those candidates with the highest number of votes cast for them shall be elected.

The mandate period for elected Board members shall be three years.

For each mandate period the General Assembly shall define the rules governing interim elections when vacancies arise due to the resignation of one or more Board members (including any "reserved" seats).

3 Board members' responsibility

The elected Board members act in an individual capacity rather than as a direct representative of an ETSI member. Board members act in the interests of the Institute and the membership. They shall use their best professional judgement in the execution of the tasks of the Board.

Board members shall inform the Director-General if they are no longer supported by their supporting ETSI member.

4 The working rules

Within the framework of the Statutes and Rules of Procedure the Board may develop its own working rules and procedures. The Board shall decide its own working language. However, Board documents shall be made available to members in English.

RULES of PROCEDURE

5 Dismissal of Board members

If a problem arises which results in the inability of a Board member to perform their role they may be dismissed by the General Assembly. The dismissal process shall be initiated by the Director-General at the request of at least 20 eligible voters. Dismissal shall require a weighted individual vote in accordance with Article 11.2.3 of the Rules of Procedure. A secret ballot shall be used in accordance with Article 11.5 of the Rules of Procedure.

6 Change of a Board member's supported status

To ensure transparency the Board shall be kept informed of any change of the Board member's supported status relevant to this Clause.

If a Board member's support ceases to exist a three-month period will be allowed to enable a new letter of support to be provided from a Full ETSI member. If a new letter of support has not been provided at the end of the three month grace period the Director-General will assume the resignation of the person concerned, declare the seat vacant, and launch an election process. No election will take place if the Board has more than the minimum number of members required. If the seat concerned is one of the "reserved" seats and no other Board member qualifies then an election process to fill the seat will automatically be started.

In all cases, changes shall not result in any ETSI member or Corporate Group providing support to more than one Board member.

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Guidelines for the implementation of Annex 2 of the Rules of Procedure

Version adopted by General Assembly#58 on 30 November 2011

1 Article 2 "Purpose" and Article 3 "Scope of activities" in the ETSI Statutes

The following clarification may be useful when determining the ECRT in accordance with Annex 2:

Guideline 1: ECRT is defined as the worldwide turnover generated by all the member's products and services related to Article 2 "Purpose" and Article 3 "Scope of activities" in the ETSI Statutes.

NOTE: For example, this means that in the case of IMT-2000 CDMA Multi Carrier (cdma2000) and IMT-2000 OFDMA TDD WMAN (WiMAX) the worldwide turnover generated by all the member's products and services from IMT-2000 CDMA Multi Carrier (cdma2000) and IMT-2000 OFDMA TDD WMAN (WiMAX) technologies shall be included when determining the ECRT. This is based on the fact that they are related to the "Purpose" and "Scope of activities" defined in the ETSI Statutes.

2 (Trade) Associations

Trade Associations are “effectively” SMEs and may contribute 1 unit. However in some cases they allow experts from their members to participate in the ETSI work (server accounts, meetings, access to *Technical Bodies* documentation).

Associations shall be represented in ETSI by their employees and elected officials. In addition a maximum of one nominated technical expert, per meeting, shall be allowed to attend and participate in meetings and shall come from a member of the said Association, unless explicitly authorised by the Director-General on a case-by-case basis.

This expert shall be officially nominated in writing by the said Association before the meeting begins. All employees, elected officials and/or nominated technical expert of an Association attending ETSI meetings shall only represent that Association’s views.

In any case, where an Association is submitting a technical proposal for a standard or a technical specification, it shall, on a bona fide basis, comply with the ETSI IPR Policy and draw the attention of ETSI not only to any of that Association’s IPR which might be essential if that proposal is adopted, but also to any of that Association’s Member’s IPR, which might be essential if that proposal is adopted”.

Guideline 2: When a delegate from a Trade Association attends an ETSI meeting (General Assembly, *Technical Body*, etc.) they may only act as a representative of that Association.

3 “for-profit” Users

Members in the Users category pay 1 unit as do SMEs. Some are large companies which may benefit from standardization projects (GSM-R, PLT for instance).

Guideline 3: Members in the Users category which have a “for-profit” basis should contribute according to Clause 5, 6 and 7 of Annex 2, that is on the basis of their ECRT.

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ETSI Guide on Intellectual Property Rights (IPRs)

Version adopted by Board#94 on 19 September 2013

Background

The ETSI IPR Policy was adopted by the 21st General Assembly on 23 November 1994 and incorporated in the ETSI Directives as Annex 6 to the ETSI Rules of Procedure.

At a later stage a *Technical Body* Chairman's Guide on IPRs had been written to help Chairmen and others involved in ETSI's standardization activities to understand and implement the Institute's IPR Policy. That Chairman's Guide on IPR had not been endorsed by the General Assembly or the Board and therefore did not have the same official status as the ETSI Statutes, the Rules of Procedure or the Technical Working procedures. The *Technical Body* Chairman's Guide on IPRs is now replaced by the present ETSI Guide on IPRs.

In 2002 the ETSI General Assembly #40 identified the need to review the ETSI IPR Policy with a view to addressing and rectifying any uncertainties on the operation of this Policy and on any legal rules and obligations on the membership in order to avoid an incorrect implementation of the ETSI IPR Policy and in order to avoid anti-competitive actions. An ad-hoc IPR group, with a clear mandate to review the implementation of the IPR Policy but not to change the Policy itself, was consequently created and 30 recommendations on the operation of the ETSI IPR Policy where approved by the ETSI General Assembly #42. The present ETSI Guide on IPRs embodies most of these recommendations.

A revised version of the Clause 4.1 of the ETSI IPR Policy was adopted by the 46th General Assembly in November 2005. This revision was induced by the EC DG COMPETITION in its concern to generate a general awareness of the risk of "patent ambush" situation in the standard making process. The EC DG COMPETITION rationale behind the changes is given in section 4.5 of the present Guide.

For the avoidance of any doubt, the changes to the ETSI IPR Policy with respect to software copyright introduced and approved by General Assembly #58 are not intended, and shall not be interpreted, as a shift in the ETSI IPR regime towards a preference for royalty-free licensing. The basic principle of the ETSI IPR regime remains FRAND with no specific preference for any licensing model.

Foreword

Intellectual property plays an important role in standardization, especially in the telecommunications and electronic communications sector. In that context, the likelihood of having Intellectual Property Rights (IPRs) incorporated into ETSI Deliverables became critical after a few years of existence of ETSI. This tension (proprietary nature of IPRs versus wide dissemination of standards) was minimized with the adoption by the ETSI membership of the ETSI IPR Policy as found in Annex 6 to the ETSI Rules of Procedure.

In the preparation of standards, IPR issues may arise. It is important for all parties involved in the ETSI standards-making process to be aware of their responsibilities and that there is good co-operation between all parties.

This guide is intended to help ETSI members and any other party involved in ETSI's standardization activities (e.g. members, *Technical Body* Chairmen, Secretariat, etc.) to understand and implement the Institute's IPR Policy.

This guide provides explanatory information on how to handle IPR matters in ETSI and does not replace the ETSI IPR Policy which takes precedence in all cases.

This guide has been endorsed by the Board but does not have the same official status as the Statutes, the Rules of Procedure or the Technical Working Procedures.

Should you (the reader) have any difficulty with provisions of this guide or with any practical aspects of the Policy which are not answered by this guide, please do not hesitate to contact the ETSI Secretariat (hereafter called simply "Secretariat").

1 The ETSI IPR Policy

1.1 What is the Purpose of the IPR Policy?

The purpose of the ETSI IPR Policy is to facilitate the standards making process within ETSI. In complying with the Policy the *Technical Bodies* should not become involved in legal discussion on IPR matters. The main characteristics of the Policy can be simplified as follows:

- Members are fully entitled to hold and benefit from any IPRs which they may own, including the right to refuse the granting of licenses.
- It is ETSI's objective to create Standards and Technical Specifications that are based on solutions which best meet the technical objectives of ETSI.
- In achieving this objective, the ETSI IPR Policy seeks a balance between the needs of standardization for public use in the field of telecommunications and the rights of the owners of IPRs.
- The IPR Policy seeks to reduce the risk that investment in the preparation, adoption and application of standards could be wasted as a result of an Essential IPR for a standard or technical specification being unavailable.
- Therefore, the knowledge of the existence of Essential IPRs is required as early as possible within the standards making process, especially in the case where licenses are not available under fair, reasonable and non-discriminatory (FRAND) terms and conditions.

The ETSI IPR Policy defines the rights and obligations for ETSI as an Institute, for its members and for the Secretariat.

The Policy is intended to ensure that IPRs are identified in sufficient time to avoid wasting effort on the elaboration of a Deliverable which could subsequently be blocked by an Essential IPR.

1.2 Where can I find the ETSI IPR Policy?

The ETSI IPR Policy is part of the ETSI Directives and can be found in Annex 6 of the ETSI Rules of Procedures (http://portal.etsi.org/Directives/home.asp). This means that the rights and obligations specified by the IPR Policy are an integral part of the ETSI Rules of Procedure and are binding on all ETSI members.

You can also find a copy of the Policy at Annex A.

1.3 Terminology

The ETSI IPR Policy defines a number of terms; those used in this guide correspond to those used in the Policy.

In the ETSI IPR Policy:

an IPR includes:

- COPYRIGHT
- PATENT
- UTILITY MODEL
- REGISTERED DESIGN
- … and applications thereof.

an IPR does not include:

- TRADEMARKS
- TRADE SECRETS
- CONFIDENTIAL INFORMATION
- RIGHTS RELATING TO GET-UP (packaging)

1.4 Rights and obligations deriving from the IPR Policy

The ETSI IPR POLICY defines rights and obligations for ETSI as an Institute, for its members and for the Secretariat. Non-members of ETSI also have certain rights under the Policy but do not have legal obligations.

The following table intends to give a clear overview of the most important rights and obligations of the Institute, the members, the Secretariat and the rights of third parties as specified under the ETSI IPR Policy. *All references below which are in italics relate to the ETSI IPR Policy*.

	Obligations	Rights
Institute	• to inform users of standards about Essential IPRs declared and ensure that this information is publicly available (*Clause 7*). • to perform IPR searches if the EC and/or EFTA so require and reasonable expenses are met (*Clause 6.2*). • to grant licenses on ETSI-owned IPRs (other than copyright) on fair, reasonable and non-discriminatory terms and conditions to third parties, free of charge to ETSI members (*Clause 9.3*). • to respect confidential information within a *Technical Body* until publication of the relevant Deliverable. • to include the information in a standard (*Clause 10*).	
Members	• to inform ETSI about their own, and other people's Essential IPRs (*Clause 4.1*). • owners of Essential IPRs are requested to undertake to grant licenses on fair, reasonable and non-discriminatory terms and conditions (*Clause 6.1*). • owners of Essential IPRs who refuse to grant license when no alternative is available, are requested to reconsider their position and provide the Director-General with a justification (*Clause 8.1*). • to abstain from claiming copyright on standards documentation (text, graphics etc., of the standard itself) on behalf of the member itself and its employees (*Clause 9.1*).	• no obligation to conduct IPR searches (*Clause 4.2*). • to refuse the inclusion of own IPRs in standards (*Clauses 8.1 and 8.2*). • to be granted licenses on fair, reasonable and non-discriminatory terms and conditions in respect of a standard (*Clause 6.1*). • to make copies of standards documentation (*Clause 11*) free of charge. • to use IPRs owned by ETSI free of charge (*Clause 9.3*). • to have confidential information within a *Technical Body* respected until publication of the relevant Deliverable (*Clause 10*).

Secretariat	• the Director-General to contact owners of Essential IPRs having refused to grant licenses on behalf of ETSI (*Clauses 8.1 and 8.2*). • the Director-General to request the owner of an Essential IPR to give within three months an undertaking in writing that it is prepared to grant licenses (*Clause 6.1*).	
Third Parties	• the ETSI IPR Policy is only binding on ETSI members. Third parties do not have any legal OBLIGATIONS under the Policy. • when ETSI is informed that an IPR belonging to a non-member could be essential for a standard, the non-member owner is also requested to undertake to grant licenses on fair, reasonable and non-discriminatory terms and conditions (*Clause 6.1*).	• Third parties have certain RIGHTS under the ETSI IPR Policy either as owners of Essential IPRs or as users of ETSI standards or documentation: o to refuse the inclusion of their own Essential IPRs in ETSI Deliverables (*Clause 8.1 and 8.2*). o To be granted licenses on fair, reasonable and non-discriminatory terms and conditions in respect of a standard at least to manufacture, sell, lease, repair, use and operate, (*Clause 6.1*) o to be granted licenses for ETSI owned IPRs (other than copyright in the standard documentation) (*Clause 9.3*) on fair, reasonable and non-discriminatory terms and conditions. o to have confidential information within a *Technical Body* respected until publication of the relevant Deliverable (*Clause 10*).

1.5 "Essential" IPRs

Clause 15.6 of the ETSI IPR Policy gives the following definition of essentiality:

> *"15.6 ESSENTIAL as applied to IPR means that it is not possible on technical (but not commercial) grounds, taking into account normal technical practice and the state of the art generally available at the time of standardization, to make, sell, lease, otherwise dispose of, repair, use or operate EQUIPMENT or METHODS which comply with a STANDARD without infringing that IPR. For the avoidance of doubt in exceptional cases where a STANDARD can only be implemented by technical solutions, all of which are infringements of IPRs, all such IPRs shall be considered ESSENTIAL".*

In simpler terms, an "essential IPR" is an IPR which has been included within a standard and where it would be impossible to implement the standard without making use of this IPR. The only way to avoid the violation of this IPR in respect of the implementation of the standard is therefore to request a license from the owner.

2 Importance of timely disclosure of Essential IPRs

The main problems for ETSI as a standards body which may arise from "late disclosures" include:

- Licenses for Patents which have been disclosed late and are not available at all, or,
- Licenses for Patents which have been disclosed late and which are available, but not on Fair, Reasonable and Non-Discriminatory (FRAND) terms, i.e. the company is unwilling to make a "FRAND" undertaking/licensing declaration.

If the above problems cannot be satisfactorily resolved, then ETSI has to change the standard, which in some extreme cases could even include the need to start again with the development of that standard.

NOTE 1: Definitions for "Timeliness" or "Timely" cannot be agreed because such definitions would constitute a "change to the Policy".

NOTE 2: The following description of Intentional Delay has been noted:

"Intentional Delay" has arisen when it can be demonstrated that an ETSI member has deliberately withheld IPR disclosures significantly beyond what would be expected from normal considerations of "Timeliness".

This description of "Intentional Delay" should be interpreted in a way that is consistent with the current ETSI IPR Policy. In complying with the requirements of timeliness under Clause 4.1 of the IPR Policy, members are recommended to make IPR disclosures at the earliest possible time following their becoming aware of IPRs which are, or are likely to become, Essential.

NOTE 3: "Intentional Delay", where proven, should be treated as a breach of the IPR Policy (Clause 14 of the ETSI IPR Policy) and can be sanctioned by the General Assembly.

2.1 Members Duties

2.1.1 Responding to Calls for IPRs performed in Technical Body meetings

Members participating in *Technical Bodies* should respond at the earliest possible time to the Call for IPRs performed by *Technical Body* Chairmen at the beginning of each meeting, based on the working knowledge of their participants.

Furthermore, the call for IPRs acts as a reminder of the member's obligations under the IPR Policy and is performed to foster the disclosure of Essential IPRs in a timely fashion.

Members having IPR portfolios should improve their internal IPR co-ordination processes to ensure, as far as possible, that their participants in *Technical Bodies* are aware of any alleged-essential IPR the company may have (related to the on-going work on a particular ETSI Standard or Technical Specification), that they understand their obligations, and that they know how to discharge them.

Members are encouraged to make general IPR undertakings/licensing declarations that they will make licenses available for all their IPRs under FRAND terms and conditions related to a specific standardization area and then, as soon as feasible, provide (or refine) detailed disclosures. This process reduces the risk of the standards making process being blocked due to IPR constraints.

2.1.2 Disclosure and licensing of patents from a PATENT FAMILY

The deemed fulfilment in Clause 4.3 of the IPR Policy of the obligations pursuant to Clause 4.1 in respect of all existing and future members of a PATENT FAMILY is only applicable to the extent that the IPR owner has the right to make the IPR undertaking/licensing declaration pursuant to Clause 6.1 of the ETSI IPR Policy as to members of the PATENT FAMILY at the date of the IPR information statement and licensing declaration.

For the purpose of the disclosure made under Clause 4, the patent owner may consider any part of an IPR document, in particular the description, the claims and the drawings.

2.1.3 Use the ETSI IPR Licensing Declaration forms

The ETSI IPR Licensing Declaration forms consist of the (i) the IPR information statement and licensing declaration form, including its annexes, and (ii) the General IPR licensing declaration form:

- The *IPR information statement and licensing declaration* shall be submitted with the IPR information statement annex and, where applicable, together with the IPR licensing declaration annex to identify the specific IPRs which are applicable.

- The General *IPR licensing declaration* shall be used to give an undertaking to grant licenses under any IPR that are or become essential in respect of the identified STANDARD(S), TECHNICAL SPECIFICATION(S), or ETSI Project(s). It is submitted without the *IPR information statement annex* but, in accordance with Clause 4.1 of the ETSI IPR Policy, members should provide updates in a timely fashion via the *IPR information statement and licensing declaration* and the *IPR information statement annex*.

Use of the General IPR licensing declaration does not take away the obligation for members to declare essential patents to ETSI as stated in 2.1.1.

The ETSI *IPR Licensing Declaration forms* can be found at Annex 6 of the ETSI Rules of Procedure and online at http://www.etsi.org/WebSite/document/Legal/IPRforms.doc

These forms, once completed and duly signed should be returned to the ETSI Director-General.

Any questions related to the completion of the forms should be addressed to the ETSI Legal Affairs Director (legal@etsi.org).

2.1.4 Update and complete the ETSI IPR Information Statement form

Members are not obliged to inform ETSI of any updates to their essential IPRs. Nevertheless, members are encouraged to update and complete their information statements in line with the forms (see Annex 6 of the ETSI Rules of Procedure). A minimum of information should be provided, which allows verifying the essentiality or the potential essentiality of an IPR.

2.1.5 Copyrights in ETSI Deliverables

As stated in Clause 9.1 of the IPR Policy, the ownership of the copyright in STANDARDS and TECHNICAL SPECIFICATIONS documentation and reports created by ETSI or any of its COMMITTEES (the "ETSI Deliverables") shall vest in ETSI. ETSI Deliverables are considered as "collective work", which shall mean a work created at the initiative of a legal person (i.e. ETSI) who edits it, publishes it and discloses it under his direction and name and in which the personal contributions of the various authors who participated in its production are merged in the overall work for which they were conceived, without it being possible to attribute to each author a separate right in the work as created. Accordingly, such collective work copyrights belong to ETSI.

Hence, members should be aware that once a technical proposal has been included into ETSI Deliverables the copyright in these ETSI Deliverables is owned by ETSI. However, the copyright in the individual contribution remains with the contributor.

Further, contributions which are not intended to be a part of the collective work as defined above should be duly acknowledged by ETSI in accordance with Clause 9.1 of the IPR Policy and subject to the applicable provisions of this Guide, in particular Clauses 2.3.5, 2.4.6 and 2.5.

2.2 Members do NOT have a duty to:

- conduct IPR searches (see Clause 4.2 of the IPR Policy).

- disclose within the *Technical Body* the commercial terms for licenses for which they have undertaken to grant licenses under FRAND terms and conditions. Any such commercial terms are a matter for discussion between the IPR holder and the potential licensee, outside of ETSI (see section 4.1 of this Guide).

2.3 Technical Body Chairmen's duties

Chairmen represent the membership while having the authority to represent the Institute in their *Technical Body*. Chairmen have an important role in respect of both, the identification and disclosure of essential IPRs. They have a duty to remind the members of their statutory obligations to submit IPR disclosures.

In addition to the actions aiming at the identification of IPRs, the Chairmen also need to take the following actions, which ensure that the disclosure of essential IPRs is properly carried out:

- to record in the report of the meeting that an IPR call has been made and to record any responses;

- to inform the Secretariat of the existence of any essential IPRs identified.

Also, Chairmen shall not allow any discussion on commercial issues in the *Technical Body*, in particular but not limited to discussions on details of specific licensing terms and conditions.

Finally, the Chairman should take care that the ETSI Guidelines for antitrust compliance are strictly observed.

Throughout the standardization process the Chairmen must take the actions as laid down in the following Sections of this Guide, which facilitate the identification of Essential IPRs.

2.3.1 Define scope statements for Work Items

It is vital that Chairmen ensure that the scope statements for all *Work Item*s in the ETSI work programme are properly defined. This will ensure that if a search for patents is required (under Clause 6.3 of the Policy) or chosen to be performed by a member, the task can be carried out in the most effective manner.

In order that the scope statement of an ETSI *Work Item* can be used for IPR purposes, it should contain the following:

- a broad statement concerning the technical field of this work;
- a description of broad system concepts;
- identification of any standard on which the *Work Item* is likely to be based;
- a list of features which the standard will define, or on which the standard will place limitations;
- a technical description of each feature listed, in broad terms; and,
- a list of any criteria which the standard must satisfy.

2.3.2 Make call for IPRs in *Technical Bodies* meetings

Every *Technical Body* and working group meeting shall start with a "Call for IPRs" (either in a written form – as part of the meeting's agenda - or in oral form) performed by the Chairman. This Call for IPRs acts as a reminder of the member's obligations under the ETSI IPR Policy and is performed to foster the disclosure of Essential IPRs in a timely fashion.

An example of this "Call for IPRs" may be found below in Clause 2.3.3. Please note that during the Operational Co-ordination Group meetings (OCG) Chairmen will be reminded to perform that call for IPRs.

Technical Body Chairmen are also invited to encourage members to make general IPR undertakings/licensing declarations that they will make licenses available for all their IPRs under FRAND terms and conditions related to a specific standardization area and then, as soon as feasible, provide (or refine) detailed disclosures.

2.3.3 When and How?

A formal call for IPR disclosures shall be made by the Chairman at the beginning of each meeting.

The formal call for IPR disclosures needs to be made by the Chairman orally or in writing according to the example given below. Members need to be reminded that the forms for the notification of essential IPRs and licensing declaration are available on-line and attached in Annex 6 of the ETSI Rules of Procedure.

Example of a formal call for IPRs

The attention of the members of this *Technical Body* is drawn to the fact that ETSI members shall use reasonable endeavours under Clause 4.1 of the ETSI IPR Policy, Annex 6 of the Rules of Procedure, to inform ETSI of Essential IPRs in a timely fashion. This section covers the obligation to notify its own IPRs but also other companies' IPRs.
The members take note that they are hereby invited:

- to investigate in their company whether their company does own IPRs which are, or are likely to become Essential in respect of the work of the *Technical Body*,
- to notify to the Chairman or to the ETSI Director-General all potential IPRs that their company may own, by means of the IPR Information Statement and the Licensing Declaration forms that they can obtain from the ETSI Technical Officer or http://www.etsi.org/WebSite/document/Legal/IPRforms.doc.

Members are encouraged to make general IPR undertakings/declarations that they will make licenses available for all their IPRs under FRAND terms and conditions related to a specific standardization area and then, as soon as feasible, provide (or refine) detailed disclosures.

During the meeting a short reminder call for IPR disclosures should be made:

- on formal submission of a technical solution;
- on completion of the first stable draft of the standard;
- on working group approval of a draft standard;
- on TB approval of a draft standard.

E.g., this may consist of the following sentence "***May I remind members of their obligations to use reasonable endeavours to disclose any Essential IPR [related to this issue] in a timely fashion***".

The *Technical Body* Chairmen should note and should make their attendees aware that disclosure of Essential or potentially Essential IPRs should be made at the earliest possible stage within the above list.

Knowing who has contributed to the development of a standard may help identify IPRs Essential to that standard.

If it becomes apparent that an IPR declaration/licensing undertaking is unlikely to be provided, the *Technical Body* Chairman should inform the Legal Advisor in the Secretariat, who will take the necessary action.

Ultimately, it may be necessary for the Secretariat to invoke Clause 8.1 of the Policy, which could require all work on the standard to stop. In any case, the party owning the IPR is allowed three months consideration time after the *Technical Body* has examined the matter and the Director-General has invited the IPR owner to reconsider its refusal to grant a license. Chairmen should use their judgment (in consultation with the Secretariat) as to whether or not the *Technical Body* should suspend work on the standard until the matter has been resolved.

2.3.4 Record and report information on IPRs

Technical Body Chairmen must be particularly careful to record in the report of each meeting that a reminder was issued and include details of any responses that were made. If there were no responses, then this fact should also be recorded.

Whenever a Chairman becomes aware of the existence of an Essential or potentially Essential IPR he must immediately inform the Legal Advisor of the ETSI Secretariat.

2.3.5 Copyrights in ETSI Deliverables

Chairmen shall ensure that all technical proposals adopted by their *Technical Body* are recorded in the minutes of the meeting, together with any restrictions on their use, and shall report them to the Secretariat. The Secretariat will inform Chairmen if copyright licenses/assignments are required. If so, then they must be obtained before publication of the document. The Secretariat will determine, with the assistance of the Chairman, which third party copyrights, if any, have to be acknowledged.

2.3.6 Confidential information

It may happen that Chairmen or *Technical Bodies* are offered confidential information. There are certain precautions which must be observed and Chairmen are strongly urged to contact the Secretariat before proceeding.

Clause 10 of the Policy states that information disclosed to ETSI's *Technical Bodies* is to be regarded as non-confidential, unless all of the following criteria are satisfied:

- the information is in written or other tangible form; and
- the information is identified in writing as confidential at the time it is submitted; and
- the information is first submitted to the *Technical Body* Chairman and accepted by him as confidential.

Where a Chairman becomes aware that confidential information has been disclosed in breach of a confidential disclosure agreement to which ETSI is a party, he must immediately inform the Secretariat.

2.4 ETSI Secretariat Duties

The Secretariat, and especially the Legal Advisor, have a general duty to assist the Chairmen in IPR matters. In addition to this, the Secretariat is responsible for the actions below:

2.4.1 Information on Essential IPRs in ETSI Deliverables

The ETSI Secretariat will ensure that an appropriate reminder of the duty to disclose the identity of Essential IPRs is included in all published ETSI Deliverables in the form of a standard text.

Specifically, the Secretariat shall ensure that the following marking appears in ETSI Deliverables prior to Publication, Member Vote, Public Enquiry or National Vote:

Intellectual Property Rights
IPRs essential or potentially essential to the present document may have been declared to ETSI. The information pertaining to these essential IPRs, if any, is publicly available for **ETSI members and non-members**, and can be found in SR 000 314: "*Intellectual Property Rights (IPRs); Essential, or potentially Essential, IPRs notified to ETSI in respect of ETSI standards*", which is available from the ETSI Secretariat. Latest updates are available on the ETSI Web server (SR 000 314).

Pursuant to the ETSI IPR Policy, no investigation, including IPR searches, has been carried out by ETSI. No guarantee can be given as to the existence of other IPRs not referenced in SR 000 314 (or the updates on the ETSI Web server) which are, or may be, or may become, essential to the present document.

2.4.2 Initiate a procedure of Clause 8 when no licensing declaration can be obtained

Where the IPR undertaking/licensing declaration as provided in Clause 6 of the ETSI IPR Policy cannot be obtained because of the refusal by the essential IPR owner, the ETSI Secretariat is obliged to initiate the procedure set out in Clause 8 of the ETSI IPR Policy. For the avoidance of doubt with regard to PATENT FAMILIES, the ETSI Secretariat is obliged to initiate a procedure of Clause 8 of the ETSI IPR Policy in every case where the IPR owner refuses to give the IPR undertaking/licensing declaration as provided in Clause 6 of the ETSI IPR Policy for at least one member of a PATENT FAMILY regardless of the fact that the IPR owner might have given such IPR undertaking/licensing declaration for other members of the same PATENT FAMILY.

2.4.3 Non response by an IPR owner

In situation where there has been no response from an IPR owner to a request for undertaking/licensing declaration within the three months specified in Clause 6.1 of the IPR Policy or the response is not sufficiently defined the steps listed in Clause 8 of the IPR Policy should be applied.

2.4.4 Redrafting of ETSI Deliverables

Published Standards or Technical Specifications should not be redrafted because a change on the essentiality of an IPR arises unless the required undertaking/licensing declaration has not been provided within the three month period foreseen under Clause 6.1 of the IPR Policy, or has been refused. Any IPR changes should be entered into the ETSI IPR Database by the Secretariat, showing the date of the entry.

2.4.5 Disclose copyright identified in ETSI documentation

The copyright of ETSI documentation, including that produced in its *Technical Bodies*, is owned by ETSI. The Secretariat shall ensure that the following marking appears in ETSI Deliverables prior to Publication, Member Vote, Public Enquiry or National Vote:

© European Telecommunications Standards Institute yyyy. All rights reserved. No part may be reproduced except as authorized by written permission. For any copyright consideration contact: legal@etsi.org.

This marking shall also appear in document templates provided to the Technical Organization by the Secretariat.

2.4.6 Acknowledgement of third parties' copyrights

Due acknowledgement of copyrights owned by third parties, which are identifiable in ETSI documentation, must be made in the following form:

Some material contained herein is the copyright of, or has been supplied by...(insert name of party in question).

If software is contributed for inclusion into an ETSI Deliverable and the contributing member has given an irrevocable undertaking in writing at the time of contribution that it is prepared to grant an irrevocable copyright license on fair, reasonable, and non-discriminatory terms and conditions for the purpose of using the software in any compliant implementation, due acknowledgement must be made in the following form:

Some material contained herein is the copyright of, or has been supplied by...(insert name of party in question). To obtain a copyright license for the software contained in this document to use in any compliant product, please contact the copyright owner(s) as further set out in the relevant Annex to this document.

This legend should appear on the ETSI documents and/or media concerned and should immediately follow the copyright legend(s) referred to above.

In response to the obligation on Chairmen to report to the Secretariat any copyright restrictions in technical proposals adopted by their *Technical Body*, the Secretariat will inform Chairmen if copyright licenses/assignments are required. If so, then they must be obtained before publication of the document. The Secretariat will determine, with the assistance of the Chairman, which third party copyrights, if any, have to be acknowledged.

If a member has contributed software to be included into an ETSI Deliverable and has given an irrevocable undertaking in writing at the time of contribution that it is prepared to grant an irrevocable copyright license on fair, reasonable, and non-discriminatory terms and conditions for the purpose of using the software in any compliant implementation in accordance with Clause 9.2.2 (ii) of the ETSI IPR Policy, such declaration shall be included in an Annex to the relevant ETSI Deliverable. Where software is placed in an electronic attachment accompanying the ETSI Deliverable, the information on the copyright owner and text of the above declaration should also be contained in such electronic attachment.

2.4.7 Reporting of a substantial IPR problem

The ETSI Director-General should bring any [substantial] IPR problem to the ETSI Board and/or General Assembly for further discussion.

2.4.8 Maintenance of information on Essential IPRs

The Secretariat is responsible for the maintenance of the ETSI IPR online database and the ETSI Special Report 000 314 (see sections 3.1 and 3.2 of this guide).

2.5 Recommendations for *Technical Bodies* on including Software in ETSI Deliverables

Technical Bodies should take into account that the inclusion of software in ETSI Deliverables involves generally more complex considerations than the inclusion of plain text, because the inclusion of software may not always be compatible with the basic principles of elaborating standards and licensing models for software are usually more complex and may not always be compatible with the requirements stipulated by the ETSI IPR Policy.

In this respect, *Technical Bodies* should also be aware that additional issues may need to be considered with regards to the inclusion of software in ETSI Deliverables, such as possible specific restrictions for the use of software, maintenance considerations or an applicable process for enhancements of the software. For instance, if software is included without clarification how the software will be maintained or developed, the use of the software can become difficult and/or impossible in the long term.

Technical Bodies, while including software in ETSI Deliverables, should always take into account that standards provide a description of features from which competing and interoperable implementations - either in hardware, or in software, or a mixture of both - can be developed and should not serve as an endorsement for a specific implementation. Therefore, *Technical Bodies* should not for example mandate the use of software in object code form or commercially available software packages in ETSI Deliverables.

Further, as stated in Clause 9.2 of the ETSI IPR Policy, where software is included in any element of an ETSI Deliverable, there shall be no requirement to use that software for any purpose in order for an implementation to conform to the ETSI Deliverable.

However, there are exceptional circumstances where this principle shall not prevent the inclusion of software into an ETSI Deliverable, which are cases involving:

- the required use of data and stream structures in an implementation, in which case the software must be :
  - (i) owned by ETSI;
  - (ii) software of which ETSI has the right to permit the use on terms consistent with the copyright license in Clause 9.2.2 (i) of the ETSI IPR Policy; or
  - (iii) available under the copyright license in accordance with Clause 9.2.2 (i) of the ETSI IPR Policy;

and

- testing and conformance, in which case the software must be available in accordance with Clause 9.2.1 of the ETSI IPR Policy.

Overall, *Technical Bodies* should always carefully consider the inclusion of copyright software in ETSI Deliverables.

In case that a *Technical Body* decides to include software into an ETSI Deliverable contributed by a member and such software is not a part of an ETSI Deliverable as a collective work as defined in Clause 2.1.5 of this guide, a copyright license shall be granted by the contributing member in accordance with Clause 9.2.1 of the ETSI IPR Policy for the (i) evaluation, (ii) publication and (iii) to any implementer of the ETSI Deliverable for the evaluation of the software and any derivative works thereof for inclusion in its implementation of that ETSI Deliverable, and to determine whether its implementation conforms with that ETSI Deliverable.

In addition, according to Clause 9.2.2 (i) of the ETSI IPR Policy the contributing member grants any implementer of the ETSI Deliverable to which the software was contributed, without monetary compensation or any restriction other than as set out in Clause 9.2.1 of the ETSI IPR Policy, the irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable right to use that software in any compliant product, unless the contributing member has given according to Clause 9.2.2 (ii) of the ETSI IPR Policy an irrevocable undertaking in writing at the time of contribution that it is prepared to grant an irrevocable copyright licence on fair, reasonable and non-discriminatory terms and conditions for this specific purpose.

The contributing member shall make such declaration to the ETSI Director General who will provide the declaration to the Chairman of the *Technical Body* and the declaration shall be noted in the minutes of the meeting and be copied in an Annex to the ETSI Deliverable as stated in Clause 2.4.6 of this guide in order to create transparency about necessary copyright licences.

Overall, the *Technical Body* should always be aware that this copyright license does not allow any additional restrictions other than as set out in Clause 9.2.1 of the ETSI IPR Policy, such as specific additional requirements on the user of such software or additional automatic obligations, while making use of such software, including without limitation with regards to the granting of licenses for IPRs of the user of the software.

As a consequence, and in order to avoid possible liabilities arising from the representation and warranty provided according to Clause 9.2.3 of the ETSI IPR Policy, the contributing member should contribute identifiable software for inclusion in an ETSI Deliverable only if it is able to grant a copyright license according to Clause 9.2 of the ETSI IPR Policy. Further, contributors to *Technical Bodies* should always be aware that the simple fact that software is accessible to the public, e.g. through the internet, does not mean that there are not any copyright or patent issues to be considered. Contributors should seek their own legal advice before contributing any software.

3 Information on Essential IPRs by ETSI

All information statements and licensing declarations of IPRs received by ETSI are publicly available to ETSI members and standards' implementers via two means: The ETSI Special Report (SR) 000 314 and the ETSI IPR Online Database.

3.1 Where to find information on essential IPRs

3.1.1 ETSI Special Report 000 314

The ETSI Special report SR 000 314 is an ETSI Deliverable entirely dedicated to information on IPRs which have been notified to ETSI as being Essential, or potentially Essential, to ETSI standards. This SR is generated twice a year and offers a summary of the information contained in the ETSI IPR Online database as of the time it is generated.

In case of any conflict between the information contained in SR 000 314 and the information contained in the ETSI IPR Online Database, the contents of the database takes precedence.

ETSI SR 000 314 can be found at: (SR 000 314).

3.1.2 The ETSI IPR Online Database

The ETSI IPR Online Database is an application that has been developed by the ETSI Secretariat to allow electronic online access to Information Statements and Licensing Declarations received by ETSI.

Like the SR 000 314, the ETSI IPR Online Database contains IPRs, particularly patents and patent applications, which have been notified to ETSI as being essential, or potentially essential, to ETSI standards.

Unless otherwise specified, all IPRs contained herein have been notified to ETSI, with an undertaking from the owner to grant licenses according to the terms and conditions of Clause 6.1 of Annex 6 of the ETSI Rules of Procedure (the ETSI IPR Policy).

It is important to note that the ETSI IPR online database provides data that is based on the information received, i.e.:

- ETSI has not checked the validity of the information, nor the relevance of the identified patents/patent applications to the ETSI standards and cannot confirm, or deny, that the patents/patent applications are, in fact, essential, or potentially essential;
- No investigation or IPR searches have been carried out by ETSI and therefore, no guarantee can be given concerning the existence of other IPRs which are, or may become, essential;
- Potential licensees should use the information in this database at their discretion and should contact the patent holder, for example to establish the status of a disclosed patent family, prior to making a patent licensing decision.

The ETSI IPR Online Database can be found at http://ipr.etsi.org/.

3.1.3 Requests to the ETSI Secretariat

Whenever requested, the ETSI Secretariat shall provide any details on information statements and licensing undertakings/licensing declarations that it has received. The main contact point is the ETSI Legal Advisor.

3.2 What type of information and procedures for updates

IPR information reflected by ETSI is based on the information received. ETSI has not checked the validity of the information, nor the relevance of the identified patents/patent applications to the ETSI standards and cannot confirm, or deny, that the patents/patent applications are, in fact, essential, or potentially essential. No investigation or IPR searches have been carried out by ETSI and therefore, no guarantee can be given concerning the existence of other IPRs which are, or may become, essential.

3.2.1 Assessment of IPR rights

As a general principle, ETSI does not perform any check on the status and validity of any Essential IPRs notified to ETSI.

In addition, ETSI does not perform any search for Essential IPRs which may exist and have not been notified.

3.2.2 Update procedure for the ETSI IPR Online database

In addition to the entry of new disclosures and undertakings/licensing declarations, existing data in the ETSI IPR Database should only be updated based on information received from IPR holders or as the result of a General Assembly decision, in particular with respect to the following cases:

- **Completion of an existing data entry**, e.g. the publication number, identification of standard.
- **Updating of legal information**, such as change of legal status of an IPR (e.g. grant, dropped, revoked or expired), change of ownership of the IPR.
- **Addition of information concerning studies performed on the essentiality of an IPR**: members are obliged to disclose IPRs, which might be essential and ETSI is obliged to make these disclosures available to members. This disclosure reflects, of course, only an opinion of the member and some facts on the IPRs, but the member is responsible for the content. Any further opinion should be added only with the agreement of the member or to implement a General Assembly decision.
- **Removal of IPR disclosures at the request of the IPR holder**: members are obliged to declare IPRs which they believe to be essential. A license undertaking/licensing declaration for these IPRs is also published. ETSI is obliged to publish this undertaking/licensing declaration. Any such removal shall be tracked in the IPR on-line database.
- **Removal of IPR disclosures in exceptional circumstances**: Removals not requested by the IPR holder shall only be performed following a decision taken by the General Assembly. Any such removal shall be tracked in the IPR on-line database.

4 Other ETSI IPR Policy matters

4.1 Licensing terms and ex ante disclosure

Specific licensing terms and negotiations are commercial issues between the companies and shall not be addressed within ETSI. *Technical Bodies* are not the appropriate place to discuss IPR Issues. *Technical Bodies* do not have the competence to deal with commercial issues. Members attending ETSI *Technical Bodies* are often technical experts who do not have legal or business responsibilities with regard to licensing issues. Discussion on licensing issues among competitors in a standards making process can significantly complicate, delay or derail this process.

Without prejudice to ETSI IPR Policy and other sections of this Guide, voluntary, unilateral, public, ex ante disclosures of licensing terms by licensors of Essential IPRs, for the sole purpose of assisting members in making informed (unilateral and independent) decisions in relation to whether solutions best meet the technical objectives, are not prohibited under ETSI Directives. Licensing terms from such disclosures may, in some circumstances, improve transparency for individual members in considering technologies for inclusion in STANDARDS and TECHNICAL SPECIFICATIONS.

No detailed licensing terms should be available from ETSI to avoid a misleading impression. ETSI may act as a depository, where IPR owners (licensors) can make available information on how and where to access such disclosed licensing terms, and provide links to URLs of IPR owners, which contain the details of licensing terms and conditions, so that information about the availability of licenses can be disseminated to all users of ETSI standards.

However, this provision does not create any obligation for any member to disclose any licensing terms related to any of its IPRs. The lack of disclosure by a member of its licensing terms does not create any implication under the ETSI Directives. Specifically, the requested undertaking in writing of an IPR owner that it is prepared to grant licenses on fair, reasonable and non-discriminatory terms and conditions pursuant to Clause 6.1 of the ETSI IPR Policy is sufficient when selecting technologies for ETSI standards and technical specifications.

4.2 Transfer of Ownership of ESSENTIAL IPRs

There is a wide variety of possible appropriate provisions regarding the transfer of ownership of ESSENTIAL IPR as required under Clause 6.1bis of the ETSI IPR Policy.

Declarants and successors-in-interest transferring ESSENTIAL IPR are encouraged to consult with legal counsel when preparing such provisions. For the avoidance of doubt, Clause 6.1bis applies to both MEMBERS and non-MEMBERS.

Additionally, ETSI encourages:

- Non-MEMBERS, including courts, to interpret any FRAND licensing undertaking made pursuant to the ETSI IPR Policy as an encumbrance that binds all successors-in-interest as set out in Clause 6.1bis.

- Prospective transferees to check for applicable licensing declarations, for example, by searching for registrations of such declarations in the ETSI IPR database.

4.3 Dispute Resolution

ETSI members should attempt to resolve any dispute related to the application of the IPR Policy bilaterally in a friendly manner.

Should this fail, the members concerned are invited to inform the ETSI GA in case a friendly mediation can be offered by other ETSI members and/or the ETSI Secretariat.

However, it should be noted that once an IPR (patent) has been granted, in the absence of an agreement between the parties involved, the national courts of law have the sole authority to resolve IPR disputes.

4.4 Notice on the use of NDAs in IPR negotiations

It is recognized that Non Disclosure Agreements (NDAs) may be used to protect the commercial interests of both potential licensor and potential licensee during an Essential IPR licensing negotiation, and this general practice is not challenged. Nevertheless, ETSI expects its members (as well as non-ETSI members) to engage in an impartial and honest Essential IPR licensing negotiation process for FRAND terms and conditions.

4.5 Financial contingency

Members developing products based on standards where there may be Essential IPRs, but there is uncertainty, have mechanisms available which they can use to minimize their risk. As a non-exclusive example, a member might wish to put in place financial contingency, based on their assessment of "reasonable", against the possibility that further/additional license fees might become payable.

4.6 Rationale and clarifying texts for the changes in Clause 4.1 of the ETSI IPR Policy

A revised version of the Clause 4.1 of the ETSI IPR Policy was adopted by the 46th General Assembly on November 2005. This revision was induced by the EC DG COMPETITION in its concern to generate a general awareness of the risk of "patent ambush" situation in the standard making process.

4.6.1 History of changes

Prior to the 46th ETSI General Assembly, Clause 4.1 of the ETSI IPR Policy read:

4.1 Each MEMBER shall use its reasonable endeavours to timely inform ETSI of ESSENTIAL IPRs it becomes aware of. In particular, a MEMBER submitting a technical proposal for a STANDARD or TECHNICAL SPECIFICATION shall, on a bona fide basis, draw the attention of ETSI to any of that MEMBER's IPR which might be ESSENTIAL if that proposal is adopted.

During the 46th ETSI General Assembly the modifications below to Clause 4.1 of the ETSI IPR Policy were adopted.

4.1 Subject to Clause 4.2 below, ~~E~~each MEMBER shall use its reasonable endeavours, in particular during the development of a STANDARD or TECHNICAL SPECIFICATION where it participates, ~~in particular~~to ~~timely~~ inform ETSI of ESSENTIAL IPRs in a timely fashion~~it becomes aware of~~. In particular, a MEMBER submitting a technical proposal for a STANDARD or TECHNICAL SPECIFICATION shall, on a bona fide basis, draw the attention of ETSI to any of that MEMBER's IPR which might be ESSENTIAL if that proposal is adopted.

4.6.2 EC DG COMPETITION's position regarding the rationale and scope for the changes of Clause 4.1 of the ETSI IPR Policy

The extracts below are taken from various correspondences between ETSI and the EC DG COMPETITION services.

4.6.2.1 Addition of the sentence "Subject to Clause 4.2 below…" and Deletion of the phrase "… it is aware of or becomes aware of."

RATIONALE from DG COMPETITION

" …. the deletion of the phrase "*becomes aware of*" is important from the Commission's "patent ambush" perspective...."

Source: DG COMPETITION letter dated 26 April 2005 reproduced in B#52(05)17, Annex, Footnote 2.

CLARIFYING LANGUAGE from DG COMPETITION"

" …. the deletion of the phrase "*becomes aware of*" is important from the Commission's "patent ambush" perspective, [but] does not imply an extra burden on ETSI members - by definition, a company can only inform about essential IPRs if it has knowledge of such IPRs."

Source: DG COMPETITION letter dated 26 April 2005 reproduced in B#52(05)17, Annex, Footnote 2.

"… the deletion of the words "*becomes aware of*" "*arguably imposes a higher burden of disclosure for the ETSI members*". More specifically, you raise the concern that this might oblige members to conduct IPR searches. We do not believe that this concern is warranted. As Mr. Mensching noted in his letter of 28 January 2005, the rationale behind the proposed deletion of "*becomes aware of*" is that we would expect a member in a standard-setting process to have a general awareness of the scope of its IPR rights in that area, and therefore where necessary, "*use its reasonable endeavours*" to identify these IPR.[1] However, as has been explicitly confirmed to you in writing on numerous occasions, this does not mean that we would expect members[2] to conduct patent/IPR searches. As such, our proposed change does not create a heightened expectation for members to identify essential IPRs. Nor does it create any contradiction with Article 4.2 of ETSI's IPR policy. Nevertheless, in order to explicitly convey this

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1 Once again, this is consistent with the notion of members being invited by the meeting Chairman to identify essential IPR at the beginning of each relevant meeting.

2 whether or not they are participating in the development of a standard.

message in ETSI's IPR policy itself, we would be willing to incorporate, at the beginning of Article 4.1, the phrase "*Subject to Clause/Article 4.2 below*". "

Source: DG COMPETITION LETTER dated 29 March 2005 reproduced in GA#45(05)22, Annex I, paragraph 4.

4.6.2.2 Addition of the phrase "… where it participates …"

RATIONALE from DG COMPETITION

"The addition of the phrase "*in which it participates*" therefore addresses the concern expressed by some ETSI members, and also means that to the extent that a member is not participating in an ETSI standards development committee/working group but becomes aware of certain essential IPRs,[3] a general obligation to inform ETSI of the essential IPRs remains".

Source: DG COMPETETITION LETTER dated 26 April 2005 reproduced in B#52(05)17r1, Annex III (paragraph 4 of Annex to the EC letter of 26.04.05).

4.6.2.3 Re the expression "in particular"

CLARIFYING LANGUAGE from DG COMPETITION

"Firstly, I note your concern that DG Competition's proposed wording might be interpreted as narrowing the obligation to disclose essential IPR to a very specific phase of the standardisation process. As you stress, we have already confirmed that our proposed changes do not mean that the window of opportunity to declare essential IPR is closed when a standard is adopted. However, to more explicitly address your concern in Article 4.1 of the IPR rules, we are happy to accept your proposed addition of the words "*in particular"*.

Source: DG COMPETITION LETTER dated 29 March 2005 reproduced in GA#45(05)22, Annex I, paragraph 2.

4.6.3 ETSI's position regarding the rationale and scope for the changes of Clause 4.1 of the ETSI IPR Policy

The extracts below has been developed, with the support of EC DG COMPETITION, by the ETSI membership and endorsed by the 46th ETSI General Assembly.

4.6.3.1 Re the addition of the sentence "Subject to Clause 4.2 below…"

The insertion of the phrase "Subject to Clause 4.2 below" at the beginning of the first sentence of the new text of Clause 4.1 is intended to reflect the general framework under which the requirement of disclosure of Clause 4.1 operates. This insertion explicitly conveys the notion that the requirement of disclosure contained in Clause 4.1 is not to be interpreted as an obligation on ETSI members to conduct IPR searches.

As DG COMPETITION explicitly confirmed to ETSI in writing on numerous occasions;

- the new text of Clause 4.1 "does not mean that we would expect members[4] to conduct patent/IPR searches. As such, our proposed change does not create a heightened expectation for members to identify essential IPRs. Nor does it create any contradiction with Article 4.2 of ETSI's IPR policy. Nevertheless, in order to explicitly convey this message in ETSI's IPR policy itself, we would be willing to incorporate, at the beginning of Article 4.1, the phrase "Subject to Clause/Article 4.2 below".

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3 In this regard, as you correctly noted at the General Assembly, the deletion of the phrase "*becomes aware of*" is important from the Commission's "patent ambush" perspective, but does not imply an extra burden on ETSI members - by definition, a company can only inform about essential IPRs if it has knowledge of such IPRs.

4 Whether or not they are participating in the development of a standard.

Source: Letter from Angel Trabacete, DG COMPETITION, to Karl Heinz Rosenbrock, ETSI Director-General, 29 March 2005 reproduced in GA#45(05)22, Annex I, paragraph 4.

- "it is clear that it should not be reasonably expected that an ETSI member should have a duty to take steps to find out about potential IPR it might have relating to ETSI standards development work in areas/committees where that member is not participating in that work (no more than it should be expected, as we have previously confirmed, that a member carry out patent/IPR searches)."

  Source: Letter from Angel Tradacete, DG COMPETITION, to Karl Heinz Rosenbrock, ETSI Director-General, 26 April 2005, reproduced in B#52(05)17r1, Annex III (paragraph 2 of Annex to the EC letter of 26.04.05).

4.6.3.2 Re the deletion of the phrase "… it is aware of or becomes aware of."

DG COMPETITION's intention in pursuing deletion of the phrase "*it becomes aware of*" is viewed as important from the patent ambush perspective.[5] The idea is to prevent an ETSI member from intentionally not disclosing Essential Intellectual Property Rights (EIPR) during the standardization process, and after the standard has issued, then disclosing such EIPR with the intention to not license on fair, reasonable, and non-discriminatory (FRAND) terms as expected by ETSI Policy for EIPR[6]. Intentional non-disclosure of EIPR generally occurs in two instances:

1) when a representative participating in a *Technical Body* on behalf of a member has actual knowledge of EIPR, and yet the member holds back notification; or,

2) when a member fosters an atmosphere of ignorance amongst its employees participating at ETSI with the intent to avoid its EIPR disclosure and FRAND licensing obligations.

DG COMPETITION has made it clear that the removal of the "*it becomes aware of*" wording is not intended to place a higher burden of disclosure upon a member, nor is it intended to create a heightened expectation for members to identify EIPR.[7] This position is consistent with the ETSI IPR Policy and ETSI practice to requiring members participating in *Technical Bodies* to respond at the earliest possible time to the Call for IPRs performed by *Technical Body* Chairmen at the beginning of each meeting, based on the working knowledge of their participants.[8]

Further, it has been explicitly confirmed by DG COMPETITION on numerous occasions that the removal of the words does not mean a member would be required to conduct patent/IPR searches.[9]

Concern has been raised that removal of the "it becomes aware of" wording places an untenably broad burden of disclosure on ETSI members. Based on the above, it appears the intent is for the burden to remain the same while identifying conduct whereby "patent ambush" in violation of the ETSI IPR Policy may be assumed.

4.6.3.3 Addition of the phrase "… where it participates …"

The term "where it participates" as employed in Clause 4.1 seeks to clarify that a member's obligation to use such reasonable endeavours under this Clause should be adhered to in those *Technical Bodies* or its Working Groups in which an employee (or otherwise authorised representative) of such member (as defined within the ETSI IPR Policy) performs at least one of the following:

i) attends a meeting of;
ii) participates in or contributes, directly or indirectly, to the work of;
iii) votes on any matter raised within;

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5 DG COMPETITION letter dated 26 April 2005
6 ETSI IPR Policy, Section 6.1.
7 DG COMPETITION letter dated 26 April 2005.
8 ETSI Guide on Intellectual Property Rights, Section 2.3.1.
9 DG COMPETITION letter dated 29 March 2005.

such *Technical Body* or Working Group where such *Technical Body* or Working Group is responsible for the ETSI *Work Item* from which such STANDARD or TECHNICAL SPECIFICATION, [as an ETSI Deliverable], has or will result.

4.6.3.4 Re the expression "in particular"

The insertion of the phrase "*in particular*" in the first sentence of the new text of Clause 4.1 is intended to reflect the importance placed by DG COMPETITION on a member's informing ETSI of Essential IPRs during the period when that information might be most relevant to the development of a Standard of Technical Specification. DG COMPETITION has made clear (see DG Competition Letter dated 29 March 2005 reproduced in GA#45(05)22, Annex 1, paragraph 2) that the inclusion of this phrase does not mean either that the window of opportunity for a member to declare its Essential IPRs is closed once a standard is adopted or that the member's duty to use its "*reasonable endeavours*" post-adoption is waived or altered.

4.6.3.5 Re the expression "Reasonable Endeavours"

The new text of Clause 4.1 of the ETSI IPR Policy provides, in part, that each ETSI member "*shall use its reasonable endeavours, in particular during the development of a Standard or Technical Specification where it participates, to inform ETSI of Essential IPRs in a timely fashion.*" Clause 4.2 of the ETSI IPR Policy provides that these disclosure obligations "do however not imply any obligation on members to conduct IPR searches."

As DG COMPETITION has pointed out, the concept of "*reasonable endeavours*" qualifies the obligation to disclose essential patents. As it has noted, "*it is clear that it should not be reasonably expected that an ETSI member should have a duty to take steps to find out about potential IPR it might have relating to ETSI standards development work in areas/committees where that member is not participating in that work (no more than it should be expected, as we have previously confirmed, that a member carry out patent/IPR searches)*."

Source: Letter from Angel Tradacete, DG COMPETITION, to Karl Heinz Rosenbrock, ETSI Director General, 26 April 2005, at Annex.

This interpretation by DG COMPETITION is supported by the longstanding interpretation of "*reasonable endeavours*" in the ETSI Guide on Intellectual Property Rights. The steps that must be taken to identify essential patents focus on the activities and knowledge of the ETSI member's representatives who are active in a particular ETSI matter. Each *Technical Body* and working group meeting, for example, must begin with a call for IPRs. *See* ETSI Guide on Intellectual Property Rights, Section 2.3.2. "*Members participating in Technical Bodies should respond at the earliest possible time to the Call for IPRs performed by Technical Body Chairmen at the beginning of each meeting, based on the working knowledge of their participants.*" *Id.,* Section 2.1.1.

Accordingly, it seems that the "*reasonable endeavours*" that are to be taken to disclose patents that are essential to a particular ETSI deliverable should be measured in terms of the knowledge of representatives of an ETSI member who are actively involved in the work of the body developing that ETSI deliverable. This interpretation acknowledges, as DG COMPETITION has noted, that "*reasonable endeavours*" has the benefit of being able to cover different scenarios on their merits on a logical, case-by-case basis."

Source: Letter from Angel Tradacete at Annex, note 1.

Annex A ETSI Intellectual Property Rights Policy

See ETSI Rules of Procedure, Annex 6.

GUIDE on IPRs

Annex B Void

This Annex previously contained the ETSI IPR Information Statement and Licensing Declaration forms which have been moved to the ETSI IPR Policy itself (RoP Annex 6).

GUIDE on IPRs

Annex C Check list of the Chairmen's obligations in respect of the notification and disclosure of IPRs

- Check that the scope statements for *Work Item*s are sufficiently defined
- Perform "call for IPRs" in *Technical Bodies* meetings:
  - at the beginning of meetings using the text supplied in Clause 2.3.3 of the IPR Guide.
  - during meetings: (reminder of the formal call of IPRs) as in Clause 2.3.3 of the IPR Guide:
    - on formal submission of a technical solution;
    - on completion of a first stable draft;
    - on working group approval of a draft standard;
    - on TB approval of a draft standard.
- Record that the "call" has been performed.
- Record any responses received (or the absence thereof) and inform the Secretariat.
- Record any copyright identified (or absence thereof) and inform the Secretariat.

ETSI Guidelines for Antitrust Compliance

Version adopted by Board#81 on 27 January 2011

A Introduction

ETSI, with over 700 member companies from more than 60 countries, is the leading body for globally applicable standards for telecommunication and other electronic communications networks related services. ETSI's European Norms (EN) are the basis for *Harmonised Standards* adopted in European legislation

ETSI's position as a recognised European standardisation body does not exempt it, its members or its activities from the application of competition law. ETSI is, among other things an association of public and private companies and recognizes the importance and impact of competition laws. As it is important for ETSI and its members to strictly comply with all laws that relate to the conduct of their activities, the ETSI Guidelines for Antitrust Compliance have been prepared and shall apply for all ETSI's activities.

The following Guidelines consist of three parts:

- The first part is providing some non-exhaustive background information of competition law in general and possible antitrust implications for ETSI and its members (see below Section B).
- The Guidelines for Antitrust Compliance as such are subject of the second part (see below Section C).
- The third part is providing some short and easy instructions of "do's" and "don'ts" as a mnemonic device for the participants in ETSI Technical Committees and working groups (see below Section D).

Note that the overview of competition law, as well as the following Guidelines cannot address every potential area of concern in the field of competition law for ETSI and its members. Nor do these documents seek to serve as a substitute for obtaining legal advice from a participant's own legal counsel. In case of any doubt, one should therefore seek the assistance of legal counsel experienced in competition law matters.

B Overview of competition law and possible implications for ETSI and its members

B.1 What is competition law?

Competition law is aimed at allowing firms to compete on level playing field. It ensures that competition in the market is not distorted and that markets operate as efficiently as possible. It encourages economic efficiency by creating a climate favourable to innovation and technical progress and ultimately safeguards the welfare of consumers. Competition law hereby covers different areas, including rules on antitrust (i.e. rules on restrictive agreements and concerted practices and rules on abuses of dominant position), merger control, liberalization and State aid.

In Europe antitrust rules are contained in various legal instruments. The basic provisions on the European Union-level are contained in Articles 101 and 102 of the Treaty on the Functioning of the European Union (TFEU)[10]. A number of implementing Regulations have later been adopted, either by the Council or the European Commission.

The provisions of Articles 101 and 102 TFEU can be briefly summarized as follows:

10 These provisions have been reproduced in Articles 53 and 54 of the European Economic Area (EEA) and are therefore applicable in all States of the EEA.

Article 101 TFEU prohibits agreements or concerted practices between undertakings as well as decisions of associations of undertakings which restrict competition subject to some limited exceptions.

Article 102 TFEU prohibits any abuse of a dominant position by one or more undertakings which may affect trade between Member States of the European Union (EU).

B.2 Article 101 of the Treaty on the Functioning of the European Union (TFEU)

B.2.1 What is Article 101 TFEU dealing with?

Article 101 TFEU prohibits agreements between companies which have the objective or effect to reduce competition within the EU.

Article 101 TFEU applies to both horizontal and vertical agreements. Horizontal agreements are agreements between actual or potential competitors, i.e. between undertakings at the same stage in the production or distribution chain. Vertical agreements are agreements between two or more undertakings each of which operates, for the purpose of the agreement, at a different stage of the production or distribution chain.

The wording of Article 101 TFEU is as follows:

"Article 101

1. The following shall be prohibited as incompatible with the internal market: all agreements between undertakings, decisions by associations of undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the internal market, and in particular those which:

(a) directly or indirectly fix purchase or selling prices or any other trading conditions;
(b) limit or control production, markets, technical development, or investment;
(c) share markets or sources of supply;
(d) apply dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;
(e) make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.

2. Any agreements or decisions prohibited pursuant to this Article shall be automatically void.

3. The provisions of paragraph 1 may, however, be declared inapplicable in the case of:

- *any agreement or category of agreements between undertakings,*
- *any decision or category of decisions by associations of undertakings,*
- *any concerted practice or category of concerted practices,*

which contributes to improving the production or distribution of goods or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and which does not:

(a) impose on the undertakings concerned restrictions which are not indispensable to the attainment of these objectives;
(b) afford such undertakings the possibility of eliminating competition in respect of a substantial part of the products in question.

GUIDELINES for ANTITRUST COMPLIANCE

B.2.2 Why is it important for ETSI to pay attention to the rules of Article 101 TFEU?

The aim of ETSI is to encourage its members to place in common their resources in order to produce standards. This objective has been endorsed by the European Union.

However, it must be borne in mind that, while being an official standardization body, ETSI is at the same time an association of undertakings within the meaning of Article 101(1) TFEU. In addition, it constitutes a forum in which competitors interact with each other. Therefore, the competition law rules apply to the decisions which are adopted by the Institute as a standardization body as well as with regard to the activities of members within ETSI.

Acting as a standardization body, the members of ETSI should not abuse their attendance at ETSI meetings to establish or further restrictive agreements (e.g. relating to the fixing of prices, sharing of markets, and exclusion of particular third parties).

B.2.3 What entities are subject to Article 101 TFEU?

The prohibition of Article 101 TFEU applies to "agreements between undertakings, decisions of associations of undertakings and concerted practices".

The term "undertakings" is a wide term which extends to almost any legal or natural person regardless of their legal status or the way they are financed. It includes companies, partnerships, trade associations, sole traders and State corporations. Whether the undertaking is profit making is immaterial, provided it carries out commercial activities. The argument according to which the employee was not acting in representation of its senior management is not a defence.

Accordingly, all members of ETSI are subject to Article 101 TFEU and thus capable in principle of incurring into anti-competitive behaviour. Furthermore, ETSI itself as an "association of undertakings" is subject to competition law.

B.2.4 What forms of agreements are prohibited and must be avoided?

The form of the agreements between the competitors is not relevant. Even an unwritten agreement can be considered as illegal under Article 101(1) TFEU. Gentlemen's agreements and any other type of informal unwritten agreements between competitors are found to meet the requirement. The existence of an anti-competitive agreement may even be inferred from all the circumstances.

B.2.5 What do anti-competitive agreements consist of?

All types of agreements, whose aims or effects are to restrict competition, might in principle fall under the prohibition provided for Article 101(1) TFEU.

The following constitute a few examples of horizontal and vertical anti-competitive practices which might in principle arise in the context of ETSI's activities:

a) <u>Horizontal anti-competitive practices</u>

The following constitute a few examples of horizontal anti-competitive practices which in principle arise in the context of ETSI's activities:

(i.) Price fixing
Price fixing with competitors is one of the most serious infringements of competition law. Technology pools, where the technologies in the pool compete with each other, may give rise to price fixing issues.

(ii.) Market and customer allocation
An agreement between competitors that results in an allocation of markets between them, whether by territory product or customer, would be anti-competitive. Article 101(1) is therefore infringed if two members of the same category of members agree to keep out of each other's territories or establish quotas.

(iii.) Restrictions in licenses of intellectual property rights
Obligations of bi- or multilateral exchanges of intellectual property rights might in some specific cases come under Article 101(1) TFEU. In cases where such exchanges of intellectual property rights evolve to a patent pool, Article 101(1) TFEU can become even more relevant. However, specific rules in the form of block exemptions have been adopted for certain categories of licensing agreements (see below 2.6).

(iv.) Boycotts
Agreements between competitors with the object of either preventing new entrants to enter the market or excluding an existing player from the market would be anti-competitive. One way of enforcing a collective boycott would be by entering into a concerted refusal to deal with a specific player.

An unjustified refusal to admit a new party in an agreement or an association could also be assimilated to a boycott. Therefore, it is recommended that the rules of admission to membership of ETSI must be based on clear, neutral and objective criteria.

Generally, no activity of ETSI shall encourage anyone to refrain from purchasing any product, equipment or services from any supplier or from dealing with any supplier.

b) Vertical anti-competitive practices

As stated above, Article 101 TFEU also applies to vertical agreements. Article 101 TFEU covers, among others, e.g. the vertical practice of so called resale price maintenance. As a result of the application of an ETSI standard, a distributor cannot be forced by its supplier to respect certain resale prices or certain sales conditions.

B.2.6 What are the limited exceptions?

Article 101(3) TFEU provides some limited exceptions to the principle that agreements which restrict competition are illegal. Agreements which are neutral or pro-competitive agreements, i.e. agreements which have more positive than negative effects on competition are allowed.

To specify in more detail, the conditions to be fulfilled by certain typical categories of agreements, the European Commission has adopted so-called block exemption regulations (e.g. the Commission Regulation on the application of Article 81(3) of the EC Treaty (now Article 101(3) of the TFEU) to categories of technology transfer agreements applying to licensing of patents, know-how and software copyright (Regulation (EC) No 772/2004) or the Regulation (EC) No 2659/2000 on the application of Article 101(3) EC (now Article 101(3) of the TFEU) to categories of research and development agreements). Restrictive agreements that fulfil the conditions of a block exemption regulation are allowed under Article 81.

In addition, the European Commission has published Guidelines setting out e.g. the principles for the assessment of technology transfer agreements under Article 81 EC (now Article 101(3) of the TFEU) (2004/C 101/02) or the applicability of Article 101 TFEU to horizontal cooperation agreements (2011/C 11/01), which both includes paragraphs on standardisation.

B.3 Article 102 of the Treaty on the Functioning of the European Union (TFEU)

B.3.1 What is Article 102 TFEU dealing with?

Article 102 TFEU prohibits the abuse of the dominant position of a company which negatively affect the trade between Member States.

The wording of Article 102 TFEU is as follows:

> *"Article 102*
>
> *Any abuse by one or more undertakings of a dominant position within the internal market or in a substantial part of it shall be prohibited as incompatible with the common market in so far as it may affect trade between Member States. Such abuse may, in particular, consist in:*
>
> *(a) directly or indirectly imposing unfair purchase or selling prices or other unfair trading conditions;*
>
> *(b) limiting production, markets or technical development to the prejudice of consumers;*
>
> *(c) applying dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;*
>
> *(d) making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts."*

B.3.2 When does Article 102 TFEU C apply?

A practice is prohibited under Article 102 TFEU when all the following criteria are fulfilled:

- the company enjoys a dominant position on the market which means that it is capable of behaving independently from its' competitors and customers in this market,
- the company abuses its dominant position on this market,
- trade between Member States is negatively affected as a result of the behaviour of this company, and
- the practice is not objectively justified

The dominance of a company is evaluated with regard to various elements. A company owning products which are not interchangeable with other products on the market is likely to be in a dominant position. The reference to the market share of the company for a specific product is also a relevant element. The possession of a technical advantage to lead a product development, or the ownership of an intellectual property right might be an important contributory factor to establishing dominance even if they are not sufficient in themselves.

> *NOTE: It is not because ETSI is not in itself in a dominant position that its' members will never be considered as abusing their dominant position in ETSI Committees. Some caution must therefore be taken in this respect in order to avoid problems which would be prejudicial for these members and for ETSI. Moreover, separate companies have been found by the Commission to be "collectively" dominant when they are "participants" in a tight oligopoly.*

The evaluation of an abuse of a dominant position is a question of fact and degree. The "normal industry practices" serve as references to evaluate the abuse. Abusive behaviour results in weakening the degree of competition, through recourse to methods different from those which condition normal competition in products or services.

B.3.3 What are the prohibited practices under Article 102 TFEU?

A few examples of abuse of dominant position are set out below[11]:

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11 It should be noted that the European Commission begun in 2005 a reflection on the policy underlying Article 82 and that the approach to what constitutes an abuse under Article 82 EC is currently under review.

a) Abuses on pricing

Imposition of unfairly high prices or predatory low prices is generally considered to be abusive.

b) Granting of fidelity rebates

Rebates granted by dominant companies conditional on customers buying all or most of their requirements from the dominant supplier may constitute an abuse under Article 102 TFEU.

c) Abuse of intellectual property rights

The mere existence of a patent, trademark or copyright is not sufficient to establish a dominant position. However, the refusal by an undertaking which holds a dominant position and owns an intellectual property right to allow access to a product or service protected by an intellectual property right by granting a licence to use that intellectual property right may in some cases be regarded as abusive, if

- the granting of the license is indispensable for companies to enter a market, and
- the refusal to license is such as to reserve to the owner of the intellectual property right the market for the products and services concerned by eliminating all competition on that market, and
- as a consequence of the refusal to license the offer of new products or services for which there is a potential consumer demand is prevented because those products or services are not offered by the owner of the intellectual property right, and
- the refusal is not justified by objective considerations.

d) Tying clauses

Practices whereby a dominant supplier agrees to supply particular products or services only if the purchaser agrees to buy other unrelated products or services from the supplier may constitute also an abuse.

e) Other types of abuse

The imposition of discriminatory and unfair conditions by the dominant company, to any categories of users, or any other company having contractual relationships with the dominant company, is abusive.

B.4 Consequences of infringements of Articles 101 and 102 TFEU

B.4.1 Who enforces competition law?

Where it suspects an infringement, the European Commission enjoys a number of investigative powers to enforce the rules of the Treaty on the Functioning of the European Union (TFEU). These powers of investigation include written requests for information and surprise inspections of business and non-business premises. Such investigations can be burdensome and time-consuming for the companies involved.[12]

The Member States' competition authorities are entitled alongside the Commission, to apply all EU antitrust rules as well as their national rules and impose penalties for breaches. Furthermore, national courts can rule on the legality of agreements and impose penalties for breaches of the law. They can also hear claims for damages by consumers and companies that have been harmed by restrictive practices resulting from the infringement of Article 101 and Article 102 TFEU. The European Commission and the national competition authorities regularly liaise to ensure that EU competition law is applied consistently across the EU.

[12] The decisions of the European Commission can be referred to the European Court of Justice for appeal. The EFTA States are supervised by the EFTA Surveillance Authority (ESA) and subject to judicial review by the EFTA Court.

B.4.2 What are the consequences?

The most obvious consequence of infringement of Article 101 and 102 TFEU is that very often such infringements would be brought to the attention of the national competition authorities, national courts or the European Commission via a complaint or another means.

If the relevant practice constitutes an agreement, it will be considered unenforceable. Both the European Commission and national competition authorities can impose significant fines (of up to 10% of annual worldwide turnover) if an infringement is found on undertakings that violate EU antitrust rules. In addition, national courts can impose damages against the infringer.

C Guidelines for Antitrust Compliance

In order to minimize the aforementioned risks of anti-competitive behaviour whilst setting standards in ETSI, the following Guidelines shall be observed and all participants in the standardization process in ETSI (i.e. members, ETSI staff, experts, etc.) shall abide by these Guidelines:

C.1 Membership

C.1.1 Admission to the ETSI membership should be based on clear, neutral and objective criteria, and open to all interested parties on reasonable terms and conditions without unfair restrictions.

C.1.2 Every refusal of ETSI membership must be justified and the person/company excluded should always have to be given an opportunity for explanation.

C.2 Participation in the technical work

C.2.1 The participation in the technical work of ETSI should be open, so that all ETSI members that may potentially be affected by a proposal should have the opportunity to participate in the working process under the conditions as set forth in Section 1.4 of the ETSI Technical Working Procedures.

C.2.2 The rules and procedures applicable for the work in ETSI should be transparent, i.e. sufficiently specified, clear and detailed. In particular, people participating in the work of the Technical Committees need to be aware of the procedures applicable for adoption of decisions (whether in a meeting or otherwise). In case of any doubt, a clarification on the procedure should be made.

C.2.3 It is ETSI's objective to create standards and technical specifications that are based on solutions which best meet the technical objectives of the European telecommunications sector, as defined by the General Assembly.

C.3 Meetings

C.3.1 The Chairman and/or the Secretary of a meeting shall prepare each meeting following the provisions as set forth in Section 1.5 of the ETSI Technical Working Procedures and a particular attention should be given to the agenda which shall be distributed and/or made available to all participants prior to the meeting (see Section 1.5.2 of the ETSI Technical Working Procedures). The meeting shall follow the prepared agenda and only matters included on the agenda can be discussed. Amendments to the agenda at the meeting can be performed only following the principles of decision making as set forth in Section 1.7.1 of the ETSI Technical Working Procedures.

C.3.2 Concise minutes of the meeting shall be kept and reports of each meeting shall be prepared pursuant to Section 1.9.3 of the ETSI Technical Working Procedures.

C.4 Activities in ETSI

C.4.1 Discussions, communications or any other exchange of information in all ETSI meetings, on the edge of all ETSI meetings (e.g.: informal discussions, social gatherings, corridor talks etc.) as well as during any activity in ETSI should not have as their subject matter the following topics, discussion of which (among other things) is prohibited by competition law:

- pricing strategies or product pricing,
- terms and conditions of sale including discounts and allowances, credit terms, etc.
- production levels or capacity,
- limitation of technical development or investment,
- allocation of sales territories, markets or customers,
- market shares,
- submitted bids or intentions to bid,
- preventing anybody from gaining access to any market or customer for goods and services,
- refusals to deal or do business with competitors, vendors or suppliers and
- ongoing litigation or threatened litigation.

Even the appearance of any discussion, communication or exchange of information that appears to be leading to restraints on competition of any kind should be carefully avoided.

C.4.2 Voluntary, unilateral, public, ex ante disclosures of licensing terms by licensors of essential IPRs, for the sole purpose of assisting members in making informed (unilateral and independent) decisions in relation to whether solutions best meet the technical objectives, are not prohibited under ETSI Directives. It is therefore not prohibited for members of an ETSI *Technical Body* to inform the *Technical Body* of the availability of such licensing terms in compliance with Section 4.1 of the ETSI Guide on IPRs. Where any such disclosures are made, any discussion and/or negotiation of any licensing terms, including any price term, shall not be conducted in ETSI.

C.4.3 In the event that a participant becomes aware of any discussion, communication or exchange of information that appears to be leading to restraints on competition of any kind, such participant should raise the issue, seek to terminate such discussion, communication or exchange of information or separate from it.

C.5 Other

C.5.1 Knowledge of the existence of Essential IPRs is required as early as possible within the standards making process. The compliance with Clause 4.1 of the ETSI IPR Policy (Annex 6 of the ETSI Rules of Procedure) is therefore of high relevance.

C.5.2 ETSI documents produced as the result of an ETSI *Work Item* (i.e. ETSI Standard, European Standard, ETSI *Group Specification*, ETSI Technical Specification, ETSI Technical Report, ETSI Guide or ETSI Special Report) need to be available for everyone on reasonable terms. Any conditions pertaining to the use of such ETSI documents have to be visible in ETSI documentation.

C.5.3 Nobody should be coerced to adopt any ETSI document produced as the result of an ETSI *Work Item* (i.e. ETSI Standard, European Standard, ETSI *Group Specification*, ETSI Technical Specification, ETSI Technical Report, ETSI Guide or ETSI Special Report), nor should any efforts be undertaken that are intended to prevent the manufacture, sale, or supply of any product or services not conforming to any such adopted ETSI document.

C.5.4 In the event of inconsistency between these Guidelines and the Antitrust Laws, the Antitrust Laws shall control.

D "Do's" and "Don'ts" for participants in ETSI Technical Committees and Working Groups

The following instructions are intended to provide only a supplementary guidance in form of as a mnemonic device for the participants in ETSI Technical Committees and working groups and are not replacing the above detailed Guidelines:

D.1 Please do:

D.1.1 Use best reasonable efforts to comply in all respects with the competition laws in connection with all ETSI activities.

D.1.2 Comply with the rules and procedures when chairing a meeting as well as when attending and participating in a meeting.

D.1.3 Focus any discussions or any exchange of information in ETSI on standardization issues only.

D.1.4 Be mindful that standards development activities at ETSI should promote competition and benefit consumers.

D.1.5 Create Standards and Technical Specifications based on solutions which best meet the technical objectives of the European telecommunications sector.

D.1.6 Comply with Section 4.1 of the ETSI Guide on IPRs and Section 4.2 of the above Guidelines for Antitrust Compliance if you decide that you wish to disclose price and terms for licensing your Essential IPRs, but remember that you do not have to disclose and that your decision not to make any such disclosures is not creating any implication under the ETSI Directives.[13]

D.1.7 In case of any concern, consult with the ETSI Legal Advisor and/or your own legal counsel as appropriate.

D.2 Please do not:

D.2.1 Engage in activities intended to restrain competition or harm consumers.

D.2.2 Attempt to set or control price or terms of product, service or license fees in the course of any ETSI activity.

D.2.3 Discuss any disclosure of licensing price or terms, product or service price or terms, pricing methods, profits, profit margins, cost data, production plans, market share or territories in the course of any ETSI activity.

D.2.4 Attend meetings where procedural rules are not followed.

[13] Note that ETSI takes no position and is not responsible for determining whether the licensing terms disclosed ex ante are fair, reasonable and non discriminatory.

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Board Working Procedures

Version adopted by Board #85 on 9 November 2011

1 Board membership, attendance, tasks and duties, and basic rules of operation

1.1 The Board's membership and attendance is governed by Annex 7 to the ETSI Rules of Procedure, with the additional provisions of Article 6 below. The number of members, and their mandate period, are described in the applicable Resolution of the General Assembly.

1.2 The Board's tasks and duties shall be those described in Article 5 of the Rules of Procedure. The specific functions it is to exercise to carry out these tasks and duties are contained in the applicable Resolution of the General Assembly.

1.3 The Board's basic rules of operation shall be those contained in Annex 7 to the Rules of Procedure.

1.4 In order to avoid any conflict of interest, Board members who have an interest in applying for selection as a funded Specialist Task Force expert shall declare this to the Board and subsequently exclude themselves from all discussions related to STF funding matters, both during Board meetings and by email and conference calls between Board meetings.

2 Board officers and functions

2.1 The Board shall elect at least one Vice-Chairman.

2.2 A secret ballot shall be held. The candidate having the highest number of votes shall be elected.

2.3 The Board may decide upon special assignments or functions for individual Board members where these are needed.

2.4 The ETSI Secretariat shall provide a Secretary.

3 Meeting frequency

3.1 The meeting frequency of the Board shall be adjusted to the tasks to be carried out. The meeting schedule for the following year shall, as far as possible, be made available to the autumn General Assembly meeting.

4 Calls for Board meetings

4.1 The draft agenda for Board meetings shall be announced to all ETSI members at least thirty days before the due date.

4.2 Specially convened Board meetings may be held on proposal of the Chairman or on request of a majority of Board members.

5 Meeting location

5.1 By default, ETSI Board meetings shall be organised within the premises of ETSI in Sophia Antipolis. This is in order to ensure efficient access to all ETSI Secretariat resources and information.

5.2 On invitation of ETSI Board members, ETSI Board meetings may be organised outside the ETSI premises once or twice a year, subject to Board agreement.

5.3 On invitation of ETSI (Full and Associate) member(s), not represented in the ETSI Board, ETSI Board meetings may be agreed outside the ETSI premises but usually within Europe, if:

1) specific agenda items require or justify an external Board meeting, or if,

2) the Board will profit from an external meeting, e.g. if combined with another meeting of relevance or importance to the Board, (this might also be e.g. a Global Telecommunications Fair, any other ETSI related appropriate event, or technical visits) or if,

3) ETSI, in general, will obtain a specific benefit from the external meeting, e.g. new members, new working arrangements or new working areas etc. or if,

4) another ETSI visit like ETSAG, Capital City Tour, or other promotional activity cannot respond to the needs of the inviting member(s).

5.4 All invitations to external Board meetings shall be assessed by the Board on a case-by-case basis. The (non-comprehensive) guidelines above may support these assessments.

6 Special attendance at Board meetings

6.1 Full members and Associate members invited by the Chairman to attend a particular Board meeting, where they have significant commercial interests, shall be allowed to be represented during the discussion of the agenda item with which they are concerned. Representatives shall have the right to speak and to present a written contribution. They may also request the deferment of any decision which affects them.

6.2 Chairmen of Technical Committees and Projects, and of Special Committees, may also be invited by the Chairman to attend a particular Board meeting for discussion of agenda items relating to their Committee. They shall have the right to speak and to present a written contribution but should only participate actively during the discussion of agenda items concerning their committee. During other agenda items they shall have the same rights as observers.

Chairmen of Technical Committees and Projects, and of Special Committees, can be requested by the Chairman of the Board to leave the meeting temporarily in the case where the Board handles confidential or personal matters.

The intention of the Chairman of the Board to invite Chairmen of *Technical Bodies* should be clearly stated in the draft agenda.

6.3 The Chairman may invite representatives of other standardization organizations or specification providers to attend the Board meetings during discussion of particular agenda items affecting them. Such representatives shall have the right to speak and to present a written contribution.

6.4 ETSI members can ask for an invitation to attend Board meetings as observers. Interested members should make their request to the Chairman three weeks before the Board meeting is scheduled.

The number of observers invited to Board meetings will normally be limited to five. Depending on the Board meeting location, the Chairman of the Board may have to consider the local environment when determining the number of observers invited. ETSI members already represented through a Board member are not expected to send observers to Board meetings. The request to attend Board meetings is honoured on a first-come, first-served basis. Observers which have attended a Board meeting will receive a lower priority when considering the requests for observing subsequent Board meetings. Observers do not normally actively participate in Board meetings. Observers shall not make ongoing Board discussions public.

The names of the observers shall be indicated to the Board in advance of the meeting.

6.5 Observers can be requested by the Chairman of the Board to leave the meeting temporarily in the case where the Board handles confidential or personal matters.

7 Minutes

7.1 The minutes of Board meetings shall be non-verbatim and of a summary nature, although all matters discussed by the Board shall clearly be recorded, as should the resulting background to decisions taken. The views of individuals shall be recorded where they so request, for instance if they wish to record formal disagreement with a Board decision.

8 Board documentation

8.1 Documents for Board meetings shall be numbered as per Clause 1.5.3 of the Technical Working Procedures, e.g. BXX(03)xx.

8.2 The "Cut-off date" for Decision documents will normally be at 7 days prior to the meeting. The submission date of the document will be indicated in the top right hand corner. If the submission date is after the "cut-off" date then a cross will be put in the "late submission" box. Revised documents will show their new submission date but will not be marked as "Late submission".

"Late submission" does not prevent the Board from taking a decision based on the document but such a decision may be deferred at the request of any Board member who feels that he/she has not had sufficient time to consider the issue. Deferral can mean either "Decision to be taken by correspondence" or held-over until next Board meeting, depending upon the issue.

8.3 Board documents shall be classified as being for DECISION, DISCUSSION or INFORMATION. The Board may, of course, take decisions based on a Discussion/Information document provided that there are no objections. Documents provided for INFORMATION will only be presented during the meeting when necessary to support a Decision/Discussion document, otherwise they will simply be noted afterwards in the minutes of the meeting as "Document XXX was provided for information".

8.4 Paper copies of documents shall no longer be provided on a routine basis.

9 Quorum and voting at Board meetings

9.1 The Board shall have a quorum if more than half of the number of elected Board members are present or are directly and permanently connected via electronic means.

9.2 If the meeting lacks quorum, the meeting can proceed, but no decision in the name of the Board can be taken.

9.3 The Chairman may decide whether a vote is necessary. He shall, when in doubt, or where there is lack of Consensus, and using his best judgement, decide if the matter should better be deferred to a later Board meeting or to the next General Assembly meeting.

9.4 When voting, each elected Board member shall have one vote. A vote within the Board will be confidential if one or more Board members request it.

9.5 The default rule for majority should be 50 % of the votes cast, but the Board may itself decide to vary this in individual cases, considering that contentious decisions always can be overruled by the General Assembly.

10 Voting by correspondence

10.1 Voting by correspondence may be performed between meetings if necessary. The "voting" period will normally be 21 full calendar days. Voting will be performed using the web-based Decision Support tool. In the case of a lack of Quorum (less than 50% of the Board members reply) or a negative result then the issue will automatically be deferred to the next meeting.

10.2 For each vote by correspondence, the Board Secretary will dispatch an email announcing the vote. Any relevant documents will be attached to the email and placed on the server area for the following Board Meeting in a sub-folder called "email decisions".

10.3 The result of the vote will be announced by email immediately after the closure of the 21 day period, the decision will be numbered as a decision of the next Board meeting, and will be brought to the attention of that meeting in a "matters arising" document.

Powers and Functions delegated to the Board

Version adopted by General Assembly#64 on 19 November 2014

1 Communicating quickly relevant information, including all Board decisions, to all members.

2 Providing progress reports to the General Assembly.

3 In cases where members have intervened in routine applications for membership circulated by correspondence, considering that such applications and advising the General Assembly as to the category of membership and the Class of Contribution.

4 Advising the General Assembly on broad standardization policies and keeping under review the responsiveness, efficiency, timeliness and quality of the prevailing standardization arrangements.

5 Considering the framework of agreements with bodies external to ETSI and advising the Director-General on requirements for such agreements.

6 Considering requirements for ETSI Partnership Projects and making proposals to the General Assembly.

7 Deciding upon the commissioning of work by ETSI Partnership Projects from the Technical Committees, provided the content of the work is in full conformance with decisions previously taken by the General Assembly.

8 Dealing with problems relating to the starting date and duration of a Standstill, or any other matter concerned with Standstill arising from Article 13.3 of the Rules of Procedure (general principles for the provision of Standstill).

9 Taking decisions relating to the intermediate stages in the preparation of draft standards, referred to it by bodies within the Technical Organization concerning matters which they have been unable to resolve.

10 Using its best endeavours to resolve disputes arising from the application of the Rules of Procedure, and appeals from members on procedural matters.

11 Using its best endeavours to resolve disputes arising at the level of the Technical Organization, and decide on other matters referred to it by bodies within the Technical Organization.

12 Where appropriate, using its best endeavours to decide on complaints made by non-members concerning ETSI deliverables.

13 Taking decisions on and regularly reviewing the ETSI Work Programme, the priorities within it by considering user relevance as one of the key parameters, commissioning appropriate advice from other parts of the ETSI organization.

14 Taking decisions within the financial framework adopted by the General Assembly concerning the Funded and Voluntary Work Programmes, including the creation and ETSI funding of Specialist Task Forces, in both cases noting the total resources required and approving the timetable.

15 Advising the General Assembly on the financial and other resource implications resulting from the approval of, or changes to, the ETSI Work Programme.

16 Taking due account of the implications for the work of the Institute, providing authorization to move non-committed funds between budget lines within the approved budget, and non-committed funds between Technical Committees, ETSI Projects, and *Industry Specification Groups*, and, where relevant, ETSI Partnership Projects, within the Technical Organization, Specialist Task Forces, Secretariat and pre-standardization activities.

17 Depending upon the other delegated functions, deciding on the resource framework within which the Technical Organization operates.

18 Overseeing the ETSI Organization and ensuring that it operates effectively, and making proposals for changes.

19 Considering the recommendations for new standardization areas, projects and regulatory requirements which could appear in the ETSI Organization (*Technical Bodies*, Secretariat, other ETSI groups).

20 Taking decisions on the creation or cessation of Technical Committees and ETSI Projects, approving their Terms of Reference and reviewing their progress and work programmes.

21 On proposal of the body concerned, appointing the Chairmen of the Technical Committees and ETSI Projects.

22 Proposing to the General Assembly the creation and ETSI funding of Specialist Task Forces for defined tasks and limited periods, which fall outside of the adopted financial framework.

23 Setting up Special Committees as required in accordance with Article 7 of the Rules of Procedure.

24 Taking decisions on the approval, maintenance and application of the Technical Working Procedures.

25 Advising the Director-General concerning decisions on the creation, progress and cessation of *Industry Specification Groups*.

26 Preparing an annual "ETSI Strategy" for approval by the General Assembly. Overseeing the implementation of the approved "ETSI Strategy" with respect to topics falling within the existing Powers and Functions of the Board; or where specifically delegated by the General Assembly.

27 Overseeing the implementation of annual and multi-annual projects and ensuring their compliance with user needs, in particular those required to support the Technical Organization and ETSI's standardization activities, or others as delegated by the General Assembly.

28 Preparing Budget Guidelines annually for approval by the first General Assembly in the year, in co-operation with the Director-General and the Finance Committee.

29 Approving applications from new Partners in ETSI Partnership Projects where the applicant is a body with whom ETSI already has an established General Assembly approved Co-operation Agreement.

ETSI Financial Regulations

Version adopted by General Assembly#52 on 26 November 2008

Article 1: Administration of finances

1.1 The finances of ETSI shall be governed by the provisions of the Statutes and the Rules of Procedure, hereinafter referred to as "RoP", and by those of these Financial Regulations, hereinafter referred to as "FR".

1.2 The Director-General shall be responsible for the finances of ETSI.

1.3 The Finance Committee shall provide the General Assembly, the Board and the Director-General with assistance and advice with regard to budgetary and financing management of ETSI, in accordance with the provisions of the FR.

Article 2: The Finance Committee

2.1 Composition of the Finance Committee, hereinafter referred to as "FC", as well as duration of the tenure of its members shall be fixed by the General Assembly in order to allow, with a minimum size, for fair representation of the various categories of ETSI members.

2.2 The FC shall determine its own methods of procedure.

2.3 Unless duly committed by the General Assembly or the Board, the functions of the FC are merely consultative.

2.4 Within the limits of their functions and for their exercise only, FC members may have access to ETSI accounting documents.

2.5 The FC may be consulted by the Director-General on any question related to ETSI finances, either during its meetings or by correspondence.

2.6 The FC shall usually meet at ETSI headquarters, convened by the Director-General, at least twice a year, in due time to examine the preliminary draft budget and the financial report mentioned in FR Articles 6.2 and 16.1 respectively. It shall also be convened at any time if the General Assembly or the majority of FC members require it. Its agenda shall then be restricted to matters whose examination has caused the meeting to be requested.

The Director-General shall take part in FC meetings and provide its secretariat.

Article 3: Budget

The budget is outlined in Article 10 of the Rules of Procedure (RoP).

Article 4: Financial year

4.1 The budget shall be established for one year.

4.2 The financial year shall correspond to the calendar year.

Article 5: Inclusive nature of the budget

5.1 All income and all expenditure of ETSI shall be included in the budget.

5.2 Offsetting income against expenditure so as to show balances only is prohibited.

As an exception to this rule, banking costs of exchange and transfer may be accounted with the operation that has caused them.

Article 6: Preparation of the budget

6.1 In Spring of year n the General Assembly approves the accounts of the budget of the previous year (n – 1) and sets the guidelines for the budget of the next year (n + 1).

6.2 In Autumn of year n the Director-General proposes a budget for the year (n + 1) for approval by the General Assembly.

6.3 In addition, the Director-General will provide a year-end forecast for the budget of year n and a rough estimate for the budget of year (n + 2) for information.

6.4 This proposed budget for year (n + 1) shall be referred by the Director-General for examination to the FC, at least one month before the meeting of the General Assembly, which is to adopt the budget.

6.5 After advice from the FC, the Director-General shall forward the proposed budget for year (n + 1) to all the members, together with a presentation report with FC advice in annex, at the latest three weeks before the meeting date of the General Assembly, which is to examine it.

6.6 After consulting the FC, the Director-General may modify the division of the budget into subheads and items in order to improve budget control and adapt the budget structure to the evolution of ETSI activities.

Article 7: Budget adoption and approval of accounts

The budget shall be adopted and the accounts shall be approved according to the procedure defined in RoP Article 10.

Article 8: Implementation of the budget

8.1 The Director-General shall be in charge of implementing the budget. He shall also ensure that ETSI assets are used in the most efficient and economical way.

8.2 For that purpose, he shall take such action as he may judge appropriate and he may delegate part of his financial authority to Secretariat officials.

8.3 The Director-General may re-allocate non-committed funds between Secretariat related budget lines. He shall keep the FC informed.

8.4 If, while implementing the budget, income exceeds forecast, in order to increase ETSI's activity or improve its efficiency, the Director-General may decide, after consulting the FC and with agreement of the Chairman of the General Assembly, to increase expenditure accordingly.

8.5 All other modification in the budget shall be prepared and approved in the same form as for the original budget.

Article 9: Supervision of commitments to expenditure

9.1 The Director-General shall take all necessary action for the supervision of all budgetary operations and, in particular, the amount of expenditure for which commitments are incurred with respect to the authorized budget so as to show at any time the balance still available for each budget item.

9.2 No expenditure can be incurred without the signed approval of the Director-General or a Secretariat official duly authorized by him for this purpose.

9.3 This approval shall only be signed if the necessary budget resources are available.

Article 10: Closing of budgetary operations

10.1 No commitment to expenditure may be incurred after the close of the relevant financial year.

10.2 At the Autumn General Assembly meeting, and after consulting the FC, the Director-General shall propose any surplus to be used for one or more of the following:

- Increase the reserve,
- Increase a specified expenditure category in the current budget,
- Adjust members' final contributions by issuing a credit note.

Modifications in the current budget that result from such proposals shall be approved in the same way as for the budget itself.

Article 11: Payments on a closed financial year

Budget resources related to a regular commitment for an expenditure during the previous year not paid before the close of that year remain available during the current financial year.

Article 12: Funds of ETSI

12.1 ETSI is funded by income according to Article 10 of the RoP.

12.2 The Director-General shall be empowered to borrow up to 10 % of the annual budget in circumstances which would otherwise lead to the incurring of payments of interests on debtor's accounts.

Article 13: Financial management

13.1 The Director-General shall choose the banks and finance institutions where funds are deposited.

13.2 For this purpose, he should seek as much security as possible rather than high returns.

Article 14: Financial statements

14.1 In the most convenient form, financial statements shall include ledgers, files or statement sheets necessary for systematic recording of all income and expenditure, as well as all other financial operations made by ETSI.

14.2 The Secretariat shall simultaneously hold:

a) Statutory accounts presented in the form required by laws and regulations applicable in France;

b) Management accounts indicating budgetary income and expenditure;

c) An inventory of fixture and fittings.

Article 15: Accounting unit

15.1 The budget shall be presented and approved in EUROs.

15.2 The statutory accounts shall be maintained and presented in EUROs.

The management account shall be kept in EUROs.

Article 16: Financial report

At the first General Assembly meeting after the close of the financial year, the Director-General shall, according to the RoP submit a financial report which incorporates all documents outlined in 14.2 a) and b) above.

It should highlight information about most significant variances and proposals for assignment of any budget surplus.

Article 17: External supervision of ETSI finances

External supervision of ETSI finances shall be conducted by an auditor selected following the rules in application in France and according to the relevant RoP provisions.

Article 18: Revision of the financial regulations

18.1 The FR may be amended as appropriate as a result of:

a) revisions made to ETSI Statutes or RoP;

b) revisions of French laws and regulations applicable to ETSI.

18.2 The Director-General may, after consulting the FC, submit to the General Assembly, proposed revisions of the FR that he may find necessary in order to improve ETSI management.

Such revisions shall be approved in the same way as for the budget.

Article 19: Entry into force

This FR shall enter into force as soon as it is approved by the General Assembly.

Terms of Reference of the Finance Committee (FC)

Version adopted by General Assembly#56 on 1st December 2010

1 Scope

The Finance Committee provides the General Assembly, the Board and the Director-General with assistance and advice with regard to budgetary and financing management of ETSI in accordance with the provisions of the ETSI Financial Regulations.

Unless duly committed by the General Assembly or the Board, the functions of the Finance Committee are merely consultative.

The Finance Committee shall meet at least two times per year in ordinary session, prior to each General Assembly.

The Finance Committee shall determine its own methods of procedure.

2 Specific tasks

The Finance Committee shall provide a report to each General Assembly meeting, in particular covering the following issues:

- analysis of the Financial Statements from the previous year (March/April GA);
- advice on the adoption of Budget Guidelines for the following year (March/April GA);
- advice on the financial situation for the current year (November/December GA);
- an analysis of the proposed budget for the following year (November/December GA);
- advice on how to handle any excess or deficit resulting at the end of the current year (November/December GA);

In addition, with respect to ETSI additional services (such as Forapolis and Interopolis), the Finance Committee shall:

- verify that proper cost accounting rules are applied for ETSI additional services;
- verify that no subsidy of ETSI additional services from members funded activities takes place;

The Finance Committee shall analyse and advise the General Assembly and the Board on the effect on the budget resulting from strategic and budgetary proposals made by, or to, those bodies.

The Finance Committee may bring issues to the attention of the General Assembly and the Board whenever it feels necessary. It shall bring important financial and budget issues to the attention of the General Assembly and the Board (e.g. major deviations from approved budget, unexpected expenditure, early warning of potential problems, etc.).

The Finance Committee is entitled to access detailed information on ETSI financial and budget issues as foreseen in the Financial Regulations.

3 Appointment and membership

Finance Committee members shall be appointed by the General Assembly for a two-year mandate period. When making the appointment the General Assembly will endeavour to ensure fair representation of the various categories of ETSI members. Additional members may be appointed by the General Assembly at any time but in such cases the appointment will only be valid until the end of the existing mandate period.

The Finance Committee shall select its own chairman from among the appointed FC members.

The Director-General shall have an ex-officio seat on the Finance Committee.

The Board shall have an ex-officio seat on the Finance Committee for an appointed representative.

The General Assembly Chairman shall have the right to participate in meetings of the Finance Committee.

The Chairman of the Finance Committee may invite others to attend meetings for particular agenda items.

The ETSI Secretariat shall provide a secretary.

4 Confidentiality

Access to the Finance Committee meetings, documents and emails shall be restricted to the Finance Committee members including ex-officio members, invited guests and the Secretariat staff supporting the activity.

The Finance Committee shall adopt a confidentiality policy as part of its internal methods of procedure.

Terms of Reference of the Operational Co-ordination Group (OCG)

Version adopted by Board#76 on 28 January 2010

A) Scope

1 The OCG will act as a focal point and a forum for co-ordination of the *Technical Bodies* (Technical Committees, ETSI Projects) and *Industry Specification Groups* (ISGs), and between the *Technical Bodies* / *Industry Specification Groups* and the Secretariat. It shall resolve, as far as possible, any duplication of effort or conflict of technical views between the *Technical Bodies* to reinforce co-operation within the Technical Organization and *Industry Specification Groups*.

2 The OCG shall report to the Board and refer to the Board issues which it cannot resolve.

3 In particular, the OCG shall:

a) provide an opportunity for *Technical Body* and *Industry Specification Group* Chairmen to exchange information and experiences; and to discuss any issues prior to formal resolution of substantial objections in the Board;

b) respond to Board requests for information;

c) take advice from the Board on the implementation of ETSI policies, Board and General Assembly decisions;

d) make proposals to the Board for changes to the Technical Working Procedures;

e) seek to improve the effectiveness of operations within the Technical Organisation and continually monitor the potential synergies among the *Technical Bodies* and *Industry Specification Groups*, and with external bodies. This would result in the OCG making proposals to the Board for closures or mergers of *Technical Bodies*, *Industry Specification Groups* and/or the establishment of Partnership Projects;

f) make recommendations to the Board on the allocation of resources for Specialist Task Forces;

g) raise any major issues of concern within the Technical Organization and *Industry Specification Groups* to the Board;

h) seek information from the *Technical Bodies* and *Industry Specification Groups* on new *Work Item*s, planned or commenced.

4 The OCG may, if required, create topic specific sub-groups and ad hoc groups.

B) OCG Meetings

1 OCG meetings shall be open to:

- *Technical Body* Chairmen (who shall endeavour to ensure that their *Technical Body* is properly represented in OCG meetings).
- *Industry Specification Group* Chairmen.
- Board members, the ETSI Director-General and Secretariat Vice-Presidents.
- Counsellors.
- ETSI members may attend as observers.

2 The OCG will meet at least twice yearly. Additionally, meetings may be convened for specific issues at the request of the OCG Chairman (requests by three or more *Technical Body* Chairmen shall require the OCG to call an additional meeting).

3 The agenda of the OCG meetings shall be structured according to subject or work.

4 The OCG shall work on a Consensus basis wherever possible. However, indicative voting by a nominated representative from each *Technical Body* may be used for Consensus building.

5 The OCG shall be chaired by a Vice-Chairman of the Board or another Board member if the Vice-Chairman is unavailable.

C) OCG sub-groups and Ad-Hoc groups

1 OCG Ad-Hoc groups may be established for specific issues at the request of the OCG.

2 OCG sub-groups may be established at the request of the OCG to cover OCG matters targeting a particular set of topics involving all or a defined sub-set of the *Technical Bodies*.

3 The OCG shall be responsible for establishing the Terms of Reference of these groups and appoint their Chairman.

Guideline on rights and obligations for former elected officials and former staff members

Version adopted by Board#67 on 12 June 2008

Neither the conferment of a courtesy title nor the registration as “Retired Friends of ETSI” in the internal ETSI Directory Services Database is deemed to grant any rights besides the privileges set forth hereunder:

1 Persons who have been granted an ETSI courtesy title, as well as retired ETSI officials or retired ETSI Secretariat staff may be invited at the discretion of the respective Chairman or the ETSI Director-General to attend ETSI meetings, such as but not limited to the General Assembly, the Board, Special Committees and the bodies established within the Technical Organization, as a guest (hereinafter GUEST).

The GUEST shall have no voting rights and shall refrain from participating on any factual and/or technical debate in the meeting, unless invited to do so.

2 At the discretion of the ETSI Director-General and following prior written request, persons who have been granted an ETSI courtesy title and/or retired ETSI officials or retired ETSI Secretariat staff may obtain copies of ETSI documentation which is available to ETSI members only.

Any authorization by the ETSI Director-General shall be given in writing and shall be subject to the condition that the document may be freely reproduced for private and/or scientific use only. Any distribution, display, communication to the public or adaptation of the document, including its translation, shall not be permitted.

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ETSI Technical Working Procedures

Version adopted by Board#107 on 22 April 2016

Introduction

These procedures complement the ETSI Rules of Procedure and apply to all methods of working used by the Technical Organization, including electronic working methods.

Throughout this document, references are made to functions being performed by the "General Assembly" or functions currently delegated to the "Director-General" and the "Board" in accordance with the document "Powers and Functions of the Board".

The General Assembly keeps its final authority in those functions delegated to the Board in line with Article 3 of the ETSI Rules of Procedure.

For *Industry Specification Groups* (ISGs) the General Assembly keeps its final authority in those functions delegated to the Director-General in-line with Article 8.3.9 of the ETSI Rules of Procedure.

These procedures include provisions for joint technical work with CEN and/or CENELEC under the Basic Co-operation Agreement between CEN, CENELEC and ETSI (see annex P).

1 Operation of the Technical Organization

These procedures complement Articles 6, 13, 15 and 17.3 of the ETSI Rules of Procedure.

1.1 *Technical Bodies*

The Technical Organization of ETSI comprises the three types of *Technical Bodies*, designated either as an ETSI Project, a Technical Committee or an ETSI Partnership Project.

They provide the forum for technical discussion and have as their main tasks the preparation of work programmes and *ETSI deliverable*s. A *Technical Body* is the primary decision making centre for all matters that fall within its Terms of Reference.

A *Technical Body* may establish Working Groups, if required. When this is the case, the *Technical Body* shall decide on the rules for the Working Group, within the scope of the ETSI Rules of Procedure and these ETSI Technical Working Procedures. The *Technical Body* shall retain responsibility.

The Operational Co-ordination Group (OCG) is the body responsible for resolving any issues which need co-ordination between *Technical Bodies* and which cannot be resolved directly by the *Technical Bodies* (e.g. overlapping areas of technical work). The Operational Co-ordination Group is responsible to the Board (see "Terms of Reference of the Operational Co-ordination Group").

1.1.1 Characteristics of an ETSI Project

An ETSI Project is an activity aiming to achieve a well-defined result within a specific time frame, with a set of well-defined resources and focused on a set of *ETSI Work Item*s. An ETSI Project is relatively self-contained and has its own project management. When establishing an ETSI Project it is necessary to ensure that:

- the goal of the project is to produce a set of deliverables within a specific time frame to enable a system, a product or a set of products and services to be marketed;
- the project organization provides clarity of purpose and focuses the efforts on achieving the project's goals.

TECHNICAL WORKING PROCEDURES

An ETSI Project:

- is established on the basis of a market sector requirement rather than only on a basic technology. An ETSI Project is maintained while the market requirements exist;
- has anticipated results described in a Project Plan, and is justified by the requirements/needs of the market;
- has its own business development activities, and takes care of adjustments to the Project Plan according to the market development within a given time frame;
- has its own project and programme management and timed deliverables;
- can define, create and stop detailed *ETSI Work Item*s (as defined in Clause 1.6), within its scope, required to fulfil its Terms of Reference;
- may co-operate with CEN and/or CENELEC according to the Basic Co-operation Agreement (see annex P);
- may combine, in appropriate portions, a management function of *Work Item*s in other *Technical Bodies* together with the active preparation of its own *ETSI deliverable*s;
- is responsible for the validation of *ETSI deliverable*s (i.e. ensuring that the deliverable can be fully implemented, providing the intended level of functionality and performance at minimum cost);
- shall subcontract work to *Technical Committee*s having the appropriate competence (subject to the provisions of Clause 1.11). Relevant work should be progressed by the *Technical Committee* to the required project time scales, defined in the Project Plan;
- reports to the General Assembly on work progress when requested.

1.1.2 Characteristics of a Technical Committee

A Technical Committee, supported by Working Groups where appropriate, is an activity organized around a set of *ETSI Work Item*s addressing a specific technology area that may contribute to more than one *Technical Body* and which provides continuity.

A Technical Committee:

- is established on the basis of a technical area, defined in its Terms of Reference, rather than a market sector requirement and is semi-permanent;
- concerns technology-oriented work;
- mainly concerns tasks which are common to, and whose results are used by, more than one ETSI Project or ETSI Partnership Project and which are not suitable to be dealt with in the project formats provided by the other *Technical Bodies*;
- has its own programme/project management for internal priority-setting, and agreed delivery dates for its results;
- is responsible for work sub-contracted from ETSI Projects and ETSI Partnership Projects;
- is responsible for defining, creating and stopping detailed *ETSI Work Item*s (as defined in Clause 1.6), within its scope, that are required to fulfil its Terms of Reference;
- may co-operate with CEN and/or CENELEC according to the Basic Co-operation Agreement (see annex P);

TECHNICAL WORKING PROCEDURES

- is responsible for the validation of *ETSI deliverable*s (i.e. ensuring that the deliverable can be fully implemented, providing the intended level of functionality and performance at minimum cost, as defined in the scope of the related *ETSI Work Item*);

- reports to the General Assembly on work progress when requested.

1.1.3 Characteristics of an ETSI Partnership Project

An ETSI Partnership Project is an activity established when there is a need to co-operate with external bodies and where such co-operation cannot be accommodated within an ETSI Project or Technical Committee.

An ETSI Partnership Project:

- is established on the basis of a market sector requirement rather than a basic technology, and has a limited duration;

- has the market sector requirements for the project result described in the Project Requirements Definition. The project may have its own business development activity to reconfirm, continuously, the market need for its planned results, or if needed, to suggest refinements to the Project Requirements Definition;

- has its own project and programme management and timed deliverables;

- is responsible for defining, creating and stopping detailed *ETSI Work Item*s (as defined in Clause 1.6), within its scope, required to fulfil its Terms of Reference;

- is responsible for the approval of its own deliverables, i.e. the project output, including their validation (i.e. ensuring that the deliverable can be fully implemented, providing the intended level of functionality and performance at minimum cost, as defined in the Project Requirements Definition);

- comprises participation by representatives of ETSI Full and Associate members as well as significant co-operation with, and participation by, external bodies or members of such bodies;

- has working procedures, policies and support from the ETSI Secretariat, if necessary defined in an agreement or contract between ETSI and the Partners, which may vary from the procedures laid down in these Technical Working Procedures;

- should normally produce appropriate *ETSI deliverable*s, but has the option to decide on the nature of its deliverables (and thus on the nature of their approval/publication);

- has a defined legal status with respect to liability and copyright;

- may manage its own financial affairs;

- may subcontract work of a generic nature to a Technical Committee having the appropriate competence. Relevant work should be progressed by the Technical Committee to the required project time scales;

- reports to the General Assembly on work progress when requested.

1.2 Creation and termination of a Technical Body

It is the responsibility of the Board (for a Technical Committee or ETSI Project) or the General Assembly (for an ETSI Partnership Project) to create or terminate a *Technical Body* and, in the case of creation, to approve its Terms of Reference and/or Project Requirements Definition, based on written proposals in accordance with the criteria given in annex D.

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Before termination, a *Technical Body* should prepare recommendations concerning the maintenance of its *ETSI deliverable*s. The *Technical Body* identified as responsible to perform the maintenance of the ETSI *deliverables* shall be named under "remarks" in the existing *ETSI Work Item* until a *New Work Item* is adopted by the *Technical Body*.

The creation of a joint *Technical Body* (Technical Committee or ETSI Project) with CEN and/or CENELEC is covered by mode 5 of the Basic Co-operation Agreement (see annex P).

1.3 Appointment of Technical Body Officials

1.3.1 Appointment of Chairmen

A *Technical Body* Chairman shall be appointed by the *Technical Body* for a period of two years. The appointment shall be confirmed by the Board.

When justified, the Board may ask a *Technical Body* Chairman to step down from his position of office.

If more than one candidate exists for the position of *Technical Body* Chairman and the *Technical Body* is unable to decide on one candidate using the decision making procedures given in Clause 1.7, the matter shall be referred to the Board for resolution.

In the case of a joint *Technical Body* with CEN and/or CENELEC (mode 5) the appointment of a Chairman is covered by mode 5 of the Basic Co-operation Agreement (see annex P).

1.3.2 Appointment of Vice Chairmen and Working Group Chairmen

A *Technical Body* may appoint Vice-Chairmen and Working Group Chairmen for a period of two years using the decision making procedures given in Clause 1.7. After each two year period they may be re-appointed.

1.3.3 Responsibilities of Chairmen

A *Technical Body* Chairman is responsible for the overall management of the work programme and the efficient working of the *Technical Body* and its Working Groups. The Chairman has an overall responsibility to ensure that the activities of his *Technical Body* follow ETSI policies and procedures.

The Chairman may nominate officials to assist in the work.

The Chairman is responsible for reporting to the Board and the General Assembly on the activities of the *Technical Body upon request*.

In performing these tasks he shall maintain strict impartiality and act in the interest of ETSI and its members.

In the case of a joint *Technical Body* with CEN and/or CENELEC under mode 5 of the Basic Co-operation Agreement (see annex P) the Chairman shall also act impartially with respect to the partner ESO(s) and its members.

1.4 Participation in the work of a Technical Body

Full members of ETSI have the right to attend meetings of a *Technical Body* and to participate in the work with the right to vote.

Associate members of ETSI have the right to attend meetings of a *Technical Body* and to participate in the work with the right to vote on all matters except those related to the elaboration and approval of *EN*s or on matters concerning documents exclusively intended for regulatory use by the European Union.

Associations which are Full or Associate members of ETSI shall be represented by their employees and elected officials. In addition a maximum of one nominated technical expert, per meeting, shall be allowed to attend and participate in meetings and shall come from a member of the said Association, unless explicitly authorised by the Director-General on a case-by-case basis.

This expert shall be officially nominated in writing by the said Association before the meeting begins. All employees, elected officials and/or nominated technical expert of an Association attending ETSI meetings shall only represent that Association's views. In any case, where an Association is submitting a technical proposal for a standard or a technical specification, it shall, on a bona fide basis, comply with the ETSI IPR Policy and draw the attention of ETSI not only to any of that Association's IPR which might be essential if that proposal is adopted, but also to any of that Association's member's IPR, which might be essential if that proposal is adopted.

ETSI Counsellors may attend meetings of a *Technical Body* and participate in the work without the right to vote.

ETSI Observers do not have the right to attend the meetings of a *Technical Body* or to participate in the work of a *Technical Body*.

On an exceptional and temporary basis, ETSI Observers and non-members which have applied to attend *Technical Body* meetings, may be invited or authorized by the Chairman to attend meetings of a *Technical Body*, provided that the presence of this ETSI Observer or non-member is justified by a legitimate interest with regard to the work currently in progress. The authorization or refusal of the Chairman shall be made to such an applicant in writing and shall contain appropriate justification of the Chairman's decision. The *Technical Body* Chairman shall notify the ETSI Secretariat of the decision. This authorization shall be limited to three meetings of the *Technical Body* or six months (whichever is the shorter) after which point they shall be requested to become members. ETSI Observers or non-members authorized to attend *Technical Body* meetings may only contribute documents for information. Their participation shall be limited to presentation of, and answering questions on, their own contributions. The Chairman shall announce to the meeting the identity of any ETSI Observers or non-members invited to attend under this rule. This information shall be included in the meeting report.

On an exceptional and temporary basis, in the case where the General Assembly has agreed to commence discussions on the establishment of an ETSI Partnership Project, the Board may approve the participation in *Technical Body* meetings (without the right to vote) of the members of external bodies, which have signed a partnership agreement with ETSI and which are potential members of the intended Partnership Project. The Board shall identify the relevant *Technical Body* and the time period for which such participation is permitted. Such participation, including the right to contribute, shall be subject to a contractual commitment by the member of the external body to comply with the ETSI Directives, including compliance with the ETSI IPR Policy.

The Director-General may authorize the provisional participation of Applicants for Full or Associate ETSI membership within the Technical Organization before the application for membership is formally approved by the General Assembly.

The participation in a *Technical Body* meeting of representatives of external bodies with which ETSI has a partnership agreement is regulated specifically within those agreements.

In the case of ETSI *Technical Bodies* where CEN or CENELEC participate under modes 2, 3 or 4, and in the case of a joint *Technical Body* with CEN and/or CENELEC (mode 5), these rights and responsibilities are identified in the Basic Co-operation Agreement (see annex P).

Remote participation in *Technical Body* meetings (e.g. audio conference, webcast, etc.) should be permitted whenever technically possible. Such participation should, at least, be on the basis of complete agenda items and not misused to influence the outcome of votes where the remote participant has not been involved in the preceding discussions.

1.5 Convening a Technical Body meeting

1.5.1 Invitation to a Technical Body meeting

The invitation to a *Technical Body* meeting and the necessary logistical information shall be disseminated by the hosting organization at least 30 days before the meeting to all on the *Technical Body* membership list (see Clause 1.5.5).

The first meeting of a new *Technical Body* will be announced in a Collective Letter, with at least 30 days' notice, by the ETSI Secretariat.

1.5.2 Agenda for a Technical Body meeting

The draft agenda shall be disseminated by the responsible Chairman to all on the *Technical Body* membership list at least 30 days before a meeting. The draft agenda shall include details of draft *ETSI deliverable*s for approval and officials for appointment. Any other subject matters where voting may be required shall also be included and indicated in the draft agenda.

The draft agenda for the first meeting of a new *Technical Body* will be announced in a Collective Letter, with at least 30 days' notice, by the ETSI Secretariat.

1.5.3 Documentation for a Technical Body meeting

Documents shall be numbered as shown in the following example:

ETSI/TB(nn)x

This numbering system has four logical elements:

1) **ETSI**: to indicate that it is an ETSI document; this will be adapted as appropriate for a joint *Technical Body* with CEN and/or CENELEC (mode 5) (see Annex P);
2) **/TB**: the name of the *Technical Body* or Working Group;
3) **(nn)**: to indicate the year, e.g. (16);
4) **x**: to indicate any additional information concerning the unique number of the document or its status, etc.

Contributions shall use the template format given in annex N to facilitate the work of patent examiners and to improve the identification of prior art.

The fourth item (x) can be used in any way that an individual *Technical Body* sees fit.

1.5.4 Registration for a Technical Body meeting

Every *Attendee* shall register prior to the meeting using the Meetings Application on the ETSI Portal or on arrival at the meeting.

Where registration is made prior to the meeting using the Meetings Application on the ETSI Portal the *Attendee* will automatically be registered according to the linkage in the ETSI database to what is called the "Hiring Organization". This linkage is set at the time that the *Attendee* is entered into the database according to the information provided in her/his application for an ETSI On Line (EOL) user account. Whenever this field is set or changed the system automatically sends an email to the "Official Contact" for that member organization informing them of the change so that they may cancel the linkage if it is incorrect.

Where registration is made on arrival at the meeting each *Attendee* who represents an ETSI Full or Associate member shall declare the precise name of that member. An *Attendee* may only represent one ETSI Full member or one ETSI Associate member and may not change her/his registration from one ETSI member to another ETSI member during the meeting.

If an *Attendee* wishes to register for a *Technical Body* meeting representing an ETSI member who is not her/his normal "Hiring Organization" this can be achieved using an optional field in the database called "Representing Organization". If a "Representing Organization" has been set then the person registering for the meeting is offered the choice of registering under either the "Hiring Organization" or the "Representing Organization". This option can only be set by the Secretariat and is only done with the agreement of the "Official Contact" of the ETSI member concerned.

NOTE: Proxy voting is not permitted in *Technical Body* meetings. In this context proxy voting is understood to mean that a person registered in the name of one ETSI member may cast the vote for another ETSI member in addition to their own vote (e.g. as per RoP Article 12 with respect to the General Assembly). The possibility to "represent" another ETSI member in a *Technical Body* instead of the normal “Hiring” member is not, and has never been, considered as "proxy voting".

1.5.5 Maintaining a Technical Body membership list

Each *Technical Body* shall maintain a membership list within an email exploder list established specifically for that purpose. Any individual who joins this email exploder list will be considered as being on the *Technical Body* membership list if he/she is a representative of an ETSI member and has an ETSI server user account. Failure to reconfirm the intention to remain on the email exploder list at regular intervals (lists are normally reviewed every six months) will result in removal from this email exploder list and thus from the *Technical Body* membership list.

The *Technical Body* membership list shall be used for the dissemination of information and for the decision making within the *Technical Body*.

1.5.6 Convening a joint Technical Committee meeting with CEN and/or CENELEC (mode 5)

In the case of a joint *Technical Body* with CEN and/or CENELEC (mode 5) the Secretariat is allocated according to the Basic Co-operation Agreement (see annex P).

Where the Secretariat has been allocated to ETSI, the provisions of sub Clause 1.5 of these Technical Working Procedures shall apply.

Where the Secretariat has been allocated to CEN or CENELEC, the Internal Regulations of CEN or CENELEC shall apply.

Any blocking situation of procedural aspects should be reported to the ETSI Secretariat who will resolve the issue according to the Basic Co-operation Agreement (see annex P).

1.6 The ETSI Work Programme (EWP)

1.6.1 ETSI Work Items

An *ETSI Work Item* is the description of a standardization task defined in terms of the following principle parameters:

- title;
- intended *ETSI deliverable* type (see Clause A.3 and annex E for guidance); in the case where a joint deliverable is to be developed with CEN and/or CENELEC the *Work Item* shall also identify the deliverable type according to the CEN-CENELEC Internal Regulations;
- in the case of a joint *Technical Body* with CEN and/or CENELEC (mode 5) the leading ESO for each *Work Item* shall be clearly indicated;
- technical scope, including the field of application of the intended *ETSI deliverable*;
- the schedule of tasks for its production;
- the identities of the supporting ETSI (Full and/or Associate) members;
- the identity of the Rapporteur;
- environmental aspects;
- specific User issues (i.e. users interests, requirements, benefits and potential impact on end users);
- security aspects;
- if hierarchical work programme approach has been adopted, the position of the *Work Item* in the hierarchical tree.

See the *Work Item* proposal form in Annex K.

TECHNICAL WORKING PROCEDURES

The work programme of a *Technical Body* shall consist of the *ETSI Work Item*s for which it is responsible. For each *ETSI Work Item*, only one *Technical Body* shall be responsible (though it is recognized that the responsible *Technical Body* may need the assistance of other *Technical Bodies* in the drafting and may need to consult other *Technical Bodies* during the approval (or adoption) procedure).

Technical Bodies may decide to organize/present all or part of their work programme in a hierarchical manner. The hierarchy may be organized by any criteria agreed by the *Technical Body*, or *Technical Bodies* concerned (e.g. “release”, “technical area”, “project”, “stage", etc.). If this approach is adopted for a particular domain of interest, then every new *Work Item* related to this structure shall be allocated a position in the hierarchical tree.

1.6.2 Creation of an ETSI Work Item

A proposal for a new *ETSI Work Item* shall be supported by at least four ETSI Full and/or Associate members, which shall be recorded in the *ETSI Work Item* definition prepared by the *Technical Body*. The supporting members should contribute to the new work. A single individual shall be named as Rapporteur for the *ETSI Work Item*, and shall act as the prime contact point on technical matters and for information on progress throughout the drafting phases.

If the subject area of a new high-level *ETSI Work Item* does not fit clearly into the scope of a single existing *Technical Body* it should be submitted to OCG for co-ordination and the allocation of responsibilities.

Where work is expected to result in more than one *ETSI deliverable* (e.g. result in a TS and an *ES*, a TS and an *EN*, a *TR* and an *EG*), for the time being, a separate *ETSI Work Item* shall be created for each proposed *ETSI deliverable*.

A *Technical Body* may undertake work that will not directly lead to the production of an *ETSI deliverable* - for example, the co-ordination of the European view for concerted input to ITU or an *ETSI deliverable* prepared on behalf of CEN or CENELEC. Such an *ETSI Work Item* shall be clearly indicated as having no expected *ETSI deliverable* and shall include a schedule for the expected life cycle of the work, with appropriate milestones (e.g. meetings of the appropriate ITU Study Groups).

1.6.3 Adoption of an ETSI Work Item

A *Technical Body* shall define and adopt a new *ETSI Work Item* (using the appropriate form obtainable from the Secretariat), giving all essential parameters. The proposal shall be entered into the *ETSI Work Programme*, clearly marked as a new entry, for which a unique reference identity shall be allocated. If the *Work Item* has direct relevance to users, or contains user requirements, the Chairman shall inform the ETSI User Group.

The Secretariat will make the contents of the *ETSI Work Programme* available to ETSI members and *Technical Bodies*. A new *ETSI Work Item* will remain flagged as "new" until the end of the month following the month during which the *ETSI Work Item* was entered into the *ETSI Work Programme*. The adoption of a new *ETSI Work Item* shall be considered as confirmed unless a substantial objection is received from an ETSI Full or Associate member or from another concerned *Technical Body* during this period. At the end of the period, the "new" flag is removed (even if there is an objection) and it is the responsibility of any objecting member or concerned *Technical Body* to discuss their objections with the *Technical Body* Chairman. If it is not possible to resolve the objection, it is the responsibility of the member to raise the issue with the Board and for a concerned *Technical Body* to raise the issue with the Board.

If the *Technical Body* considers that the urgency of the *ETSI Work Item* is such that a Specialist Task Force is required, then an application shall be made as described in Clause 1.10. The need for a Specialist Task Force should be indicated when a new *ETSI Work Item* is generated, as well as an indication on the effect on time scales if no Specialist Task Force is available.

TECHNICAL WORKING PROCEDURES

1.6.4 Progress of an ETSI Work Item

A *Technical Body* may not approve the final text for an *ETSI deliverable* until the corresponding *ETSI Work Item* has been adopted.

A *Technical Body* shall organize its work in order to meet the schedules of its *ETSI Work Item*s.

Where a *Technical Body* uses Working Groups, the *Technical Body* shall be responsible for the approval of its *ETSI deliverable*s.

Prior to undertaking any work, the Rapporteur for the *Work Item* should investigate whether any user requirement documents exist. If so, the Rapporteur should make sure that those requirements are taken into account when developing the deliverable.

A *Technical Body* shall regularly review its *ETSI Work Item*s and shall ensure that the *ETSI Work Programme* is updated with any changes that are agreed. All changed *Work Item*s will remain flagged as "changed" until the end of the month following the month during which the change was made. If, during the review, it is noted that the *Work Item* has direct relevance to users, or contains user requirements, the Chairman shall inform the ETSI User Group.

1.6.4.1 Work Item Milestones

During the drafting life-cycle of a *Work Item* (i.e. from *Technical Body* adoption of the *Work Item* to *Technical Body* approval of the final draft), its progress is recorded in the *ETSI Work Programme* as target and achieved milestone dates (see table below).

Milestone name	Target date	Achieved date	Milestone type
TB adoption of WI			decision
Early Draft			maturity
Stable Draft			maturity
Draft for approval			maturity
WG approval			decision
TB approval			decision

Two types of milestones are used to characterize the progress of the draft deliverable:

- **Decision milestones**
  The decision milestones reflect a decision taken by the group. The decision milestones are:

  - *Technical Body* Adoption of Work Items
  - Working Group Approval
  - *Technical Body* Approval

  The setting/update of these decision milestones as well as their achievement can only be performed following a decision of the group responsible.

- **Maturity Milestones**
  Maturity milestones give an indication of the draft's progress according to the group and the Rapporteur's perception. The maturity milestones are:

  - **Early Draft**: the draft deliverable is still in an early stage and will change significantly before finalization. This status should discourage any implementation attempt;
  - **Stable Draft**: the Rapporteur believes that although the draft deliverable is still subject to technical changes, its content is rather stable and no major technical changes are expected;
  - **Draft for approval**: the Rapporteur has completed his task and considers the draft deliverable is ready for approval. He thinks it fulfils the original scope and foresees no required technical change before the next approval phase.

  The update of the maturity milestones is under the responsibility of the Rapporteur.

TECHNICAL WORKING PROCEDURES

1.6.4.2 Use of Change Control (CC) mechanism

Technical Bodies may decide to use a Change Control (CC) mechanism to follow changes to a draft *ETSI deliverable* prepared under a particular *Work Item* (example for transparency issues and when accurate tracking of changes between versions becomes critical).

Change control mechanisms may be used to indicate proposed changes to be applied to a draft *ETSI deliverable* corresponding to a new version of a previously published *ETSI deliverable* or to indicate proposed change to be applied to a new draft *ETSI deliverable.*

The decision to place a draft deliverable under Change Control belongs to the responsible group (*Technical Body*, or Working Group).

Once a draft deliverable is placed under Change Control, any change which may be identified for inclusion shall be accomplished by means of a *Change Request* (CR) except for comments received during *Public Enquiry* using the template in Annex J.

See Annex L for details and Annex M for the *Change Request* Form template.

1.6.5 Stopping an ETSI Work Item

Prior to publication of the intended *ETSI deliverable*, the responsible *Technical Body* may conclude that an *ETSI Work Item* is no longer required. Any *ETSI Work Item* shall automatically be stopped, if no progress has been achieved in a period of one year. Where the *ETSI Work Item* involves mandated work (e.g. EC or EFTA work), the *Technical Body* should first consult with the Board.

The *ETSI Work Programme* shall be updated accordingly, and shall show the *ETSI Work Item* as "stopped" until the end of the month following the month during which the *ETSI Work Item* was initially flagged.

A stopped *ETSI Work Item* may be reactivated in accordance with Clause 1.6.2.

1.6.6 Draft *Harmonised Standards* prepared under an EC/EFTA mandate

ETSI may be mandated to draft *ETSI deliverable*s that are intended for use in the context of European legislation or policies. The relevant *Work Item*s shall be created by the relevant *Technical Bodies* and they shall be flagged as *Harmonised Standard*s.

1.6.7 Standstill

Standstill (see Article 13.3 of the Rules of Procedure) for an *ETSI Work Item* intended to result in an *EN* shall start 60 days after its adoption, or at the start of the work on the *ETSI Work Item*, whichever date comes later.

The General Assembly may on a case by case basis impose or release from *Standstill ETSI Work Item*s intended to result in publication of an *EN*.

1.6.8 Work Programme of a joint Technical Body with CEN and/or CENELEC (mode 5)

In the case of a joint *Technical Body* with CEN and/or CENELEC (mode 5), the work programme, including the assigned leadership of each *Work Item*, shall be endorsed by the ETSI Board and the Technical Board(s) of the other ESO(s) involved.

Where the Secretariat has been allocated to ETSI the provisions of sub Clause 1.6 of these Technical Working Procedures shall apply.

Where the Secretariat has been allocated to CEN or CENELEC the Internal Regulations of CEN or CENELEC shall apply.

Any blocking situation of procedural aspects should be reported to the ETSI Secretariat who will resolve the issue according to the Basic Co-operation Agreement (see annex P).

TECHNICAL WORKING PROCEDURES

1.6.9 PAS (Publicly Available Specifications) Work Items

A PAS *Work Item* is the description of a standardization task defined in terms of the following principle parameters:

- title;
- intended ETSI deliverable type (TS or TR);
- technical scope, including the field of application of the intended ETSI deliverable;
- the identity of the Rapporteur designated by the PAS Submitter
- environmental aspects;
- specific User issues (i.e. users interests, requirements, benefits and potential impact on end users);
- security aspects;
- if hierarchical work programme approach has been adopted, the position of the *Work Item* in the hierarchical tree.

See the PAS *Work Item* proposal form in Annex Q.

The creation, adoption and progress phases of a PAS *Work Item* are defined in the principles governing the PAS process in Clause 1.8.1.2.

1.7 Decision making

1.7.1 Principles of decision making

A *Technical Body* shall endeavour to reach *Consensus* on all issues, including the approval of draft *ETSI deliverable*s and the adoption of Technical Specifications and Technical Reports. If *Consensus* cannot be achieved, the Chairman can decide to take a vote which may be performed by a secret ballot. A vote may be conducted during a *Technical Body* meeting or by correspondence.

Where voting is used, vote results shall be evaluated by the Chairman using the individual weighting of each ETSI Full or Associate member as described in Article 11 of the Rules of Procedure.

A proposal shall be deemed to be approved if 71 % of the votes cast 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 71 %, the result shall be re-calculated using the votes of ETSI Full members only. If the re-calculated result achieves 71 %, the proposal shall be deemed to be approved.

For interpreting the result of an election for a *Technical Body* official the procedures in Article 11.4 of the ETSI Rules of Procedure shall apply.

In the case of a joint *Technical Body* with CEN and/or CENELEC (mode 5) the joint *Technical Body* operates on the basis of *Consensus* of its participants. Missing consensus and blocking situations on technical issues or procedural aspects should be reported to the relevant Secretariat(s) or Board(s) as described in the Basic Co-operation Agreement (see annex P).

1.7.1.1 Voting during a Technical Body meeting

The following procedures apply for voting during a *Technical Body* meeting:

- before voting, a clear definition of the issues shall be provided by the Chairman;

- if an ETSI Full or Associate member has more than one representative, only one may vote;

- if manual voting procedures are used, each ETSI Full or Associate member may only cast the vote once. If electronic voting procedures are used, votes may be changed prior to the closure of the vote;

- the opinions of Counsellors (and in the case of *EN*s or regulatory documents, Associate members) should be noted;
- voting by proxy is not permitted;
- there are no quorum requirements and vote splitting is not permitted;
- the result of the vote shall be recorded in the meeting report.

1.7.1.2 Voting by correspondence

The following procedures apply for voting by correspondence:

- before voting, a clear definition of the issues shall be provided by the Chairman and disseminated to all on the *Technical Body* membership list;
- if manual voting procedures are used, each ETSI Full or Associate member may only cast the vote once within the 30 day voting period. If electronic voting procedures are used, votes may be changed prior to the closure of the vote;
- there are no quorum requirements and vote splitting is not permitted;
- at the end of the voting period the Chairman shall count the votes as described in Clause 1.7.1;
- The result of the vote should be disseminated to everybody on the *Technical Body* membership list within 15 days.

1.7.1.3 Voting for the election of a Technical Body official

For the purpose of electing any *Technical Body* official the procedures given in Clauses 1.7.1, 1.7.1.1 and 1.7.1.2 shall apply.

In the case where there is more than one candidate, a secret ballot shall be used. For interpreting the result of an election for a *Technical Body* official the procedures in Article 11.4 of the ETSI Rules of Procedure shall apply.

The *Technical Body* Chairman shall be responsible for the voting process and shall ensure that confidentiality is maintained.

If the vote is conducted during a *Technical Body* meeting only the final result shall be recorded in the meeting report.

If the vote is conducted by correspondence only the final result of the vote shall be disseminated.

1.7.2 Appealing against a Chairman's decision

Any member of ETSI who is against the Chairman's ruling on a vote may submit its case to the Board for decision. In such cases the member shall also inform the *Technical Body* Chairman.

When the *Technical Body* Chairman has made a ruling, his decision shall be taken as the basis for future operations, unless overturned by the Board.

1.8 Liaising with other bodies

These procedures complement the Articles 13.8 and 15 of the ETSI Rules of Procedure.

TECHNICAL WORKING PROCEDURES

1.8.1 Partnerships

The *Technical Bodies* and Industry Specifications Groups should be aware of alignment/compatibility with existing standardization and regulation activities in other bodies, and as such may need to establish collaboration activities with existing standardization organizations either regional (such as CEN and CENELEC in Europe) or international (such as IEC, ISO, ITU) and with Fora/Consortia. ETSI may also be contacted by external organizations for establishing *Partnership Engagements*.

For the purpose of establishing a formal collaboration, ETSI *Technical Bodies* and Industry Specifications Groups are required to refer to ETSI's partnership policy framework and its *Partnership Engagement Process* as described hereafter.

The *Technical Bodies* and Industry Specifications Groups Chairmen should ensure that they are aware of all the relevant *Partnership Engagements* with other organizations and that they abide by the *Partnership Engagements* as far as they concern the work of the *Technical Bodies* and Industry Specifications Groups they are responsible for.

1.8.1.1 Types of Partnership Engagements

1.8.1.1.1 Letter of Intent (*LoI*)

This type of Partnership establishes a formal contact with a Partner. It serves to exchange operational information and identify common roadmaps.

The *Letter of Intent* shall be signed by the ETSI Director-General; the Board and the General Assembly shall be informed of the occurrence.

1.8.1.1.2 Memorandum of Understanding (MoU)

This type of Partnership, on top of the *Letter of Intent* provisions, establishes a framework enabling exchange of information on technical grounds. Areas of mutual interest are identified with the Partner where technical exchange is authorized for information only. Partner's observers can be appointed to meetings. The Partner shall be a legal entity.

The *Memorandum of Understanding* shall be endorsed by the OCG and Board, and approved by the General Assembly which authorizes signature by the ETSI Director-General.

1.8.1.1.3 Co-operation Agreement (CA)

This type of Partnership, on top of the *MoU* provisions, provides technical collaboration with the possibility of *Supplements* to a *Cooperation Agreement* as defined below. The Partner shall be a legal entity.

As a condition to establish a *Cooperation Agreement*, an *IPR Policy Check* shall be performed by the ETSI Secretariat to determine the compatibility of the Partner's IPR Policy with ETSI's.

The *Cooperation Agreement* shall be endorsed by the OCG and the Board, and approved by the General Assembly which authorizes signature by the ETSI Director-General.

See *Annex R: Overview of the ETSI Partnership Engagements* for a synthetic view of each of the Partnership Engagement types:

1.8.1.2 Types of Supplements to a Co-operation Agreement

The *Supplements* to a *Cooperation Agreement* do not supersede nor invalidate the terms and conditions of the *Cooperation Agreement* which prevails at all times.

The *Supplements* to a *Cooperation Agreement* shall be approved by the Board, signed by the ETSI Director-General, and presented to the General Assembly for information.

1.8.1.2.1 Materials Supplement

The *Materials Supplement* to a *Cooperation Agreement* defines the framework and provisions necessary for incorporating published text and graphics from the other party into a document.

1.8.1.2.2 Working Supplement

The *Working Supplement* to a *Cooperation Agreement* defines the framework and provisions necessary to produce joint deliverables under a common *Work Item* and/or following joint working procedures with a Partner.

1.8.1.2.3 PAS Supplement

The *PAS Supplement* to a *Cooperation Agreement* defines the framework and provisions to adopt Partner's PAS (Publicly Available Specifications) as ETSI TR(s) or TS(s).

The drafting of the *PAS Supplement* to a *Cooperation Agreement,* in cooperation between the ETSI Secretariat and the Partner, shall be preceded by an evaluation of the *PAS Submitter* by the ETSI Secretariat.

The *PAS Supplement* to a *CA* specifies the PAS relationship between ETSI and the Partner and governs the subsequent adoption and maintenance of the Partner's *PAS* into ETSI.

Once the *PAS Supplement* is agreed, each *PAS* submission shall be processed as directed by the Board in coordination with the OCG.

The following principles shall govern the PAS process:

a) PAS Submitter

The *PAS Submitter* shall be an existing *Cooperation Agreement* Partner. If that is not the case, the *PAS Submitter* shall initiate discussions with the ETSI Secretariat for the establishment of a *Cooperation Agreement*. Both the *Cooperation Agreement* and its *PAS Supplement* may be processed in parallel.

The *Partnership Engagement Process* as defined in 1.8.1.3 shall apply.

b) IPR Policy

An *IPR Policy Check* shall be performed by the ETSI Secretariat to determine the compatibility of the Partner's IPR policy with ETSI's in the context of the *PAS* submission.

The Partner shall provide the ETSI Secretariat with a list of all IPRs which have been previously disclosed to the *PAS Submitter* as being ESSENTIAL to the PAS.

The Partner submitting the *PAS* and its members shall make their best endeavours to declare all IPRs ESSENTIAL to the *PAS in the ETSI IPR online Database* by using the ETSI IPR Licensing Declaration forms (see Annex 6 – Appendix A of ETSI Rules of Procedure).

c) PAS submission

Once the *PAS Supplement* to the *Cooperation Agreement* has been approved by the Board, each *PAS* submission shall be allocated to an ETSI *Technical Body* (e.g. Technical Committee or ETSI Project) by the ETSI Board, in coordination with the OCG.

The Partner may then submit one (or more) *PAS* to the relevant ETSI *Technical Body* as a technical contribution attached to an ETSI *PAS Work Item* (as defined in *1.6.9 PAS Work Items*) for initiating the approval procedure of the PAS as a TS or a TR. The *PAS Work Item* shall immediately be marked as adopted.

d) PAS progress towards adoption

The *PAS* shall be submitted to *Technical Body approval* as a TS or TR following the normal ETSI procedures with the aim of being adopted as a whole. The comments collected during the *Technical Body Approval* Procedure shall be considered in close coordination with the *PAS Submitter* who has the option to accept or reject the proposed technical changes, up to the point of approval, and shall announce clearly its position.

At any time prior to adoption, the *PAS Submitter* may withdraw the draft ETSI deliverable based on the PAS from the Approval procedure

The draft ETSI deliverable based on the PAS shall be editorially subject to the provisions stipulated in the *PAS Supplement*. The ETSI deliverable resulting from the PAS process should be aligned with the ETSI Drafting Rules. Where the PAS is published by ETSI without conforming to the ETSI Drafting Rules, any subsequent version of this deliverable should be brought in-line with the ETSI Drafting Rules.

e) Maintenance of the published ETSI deliverable based on a PAS

The procedures for maintenance of the ETSI deliverable resulting from the PAS process shall be defined in the *PAS Supplement*. The maintenance process shall ensure that there is no divergence between the ETSI deliverable (including subsequent versions) and the possible evolution of the PAS by the *PAS Submitter*.

1.8.1.3 Partnership Engagement Process

The *Partnership Engagement Process* describes all the necessary steps required for the establishment of a Partnership Engagement with a potential Partner:

Step 1: The Partnership request is triggered and justified by a *Technical Body* or an Industry Specifications Group. Partnerships can also be triggered at the initiative of the ETSI Director-General and/or the Board. It can also be triggered at the request of a potential Partner. The request is processed by the ETSI Secretariat who initiates discussions with the potential Partner on the appropriate type of *Partnership Engagement*.

Step 2: The ETSI Secretariat and the potential Partner shall determine the type of *Partnership Engagement* (*LoI*, *MoU*, or CA) to follow (see Clause 1.8.1.1 above). The ETSI Secretariat and the potential Partner will jointly produce the draft agreement including Annexes and any *Supplements* to a *Cooperation Agreement*.

Step 3: The finalized *Partnership Engagement* text shall be presented by the ETSI Secretariat to the OCG (for proper co-ordination of technical activities and endorsement), followed by the Board (for endorsement) and, finally, submitted to the General Assembly for approval and subsequent signature by the ETSI Director-General.

NOTE: The addition of *Supplements* to a *Cooperation Agreement* shall be approved by the Board, signed by the ETSI Director-General and presented to the General Assembly for information.

1.8.1.4 Partnership Engagement Renewal and Termination processes

Partnership Engagements shall be limited in time and have an expiration date. Close to expiration an assessment shall be performed by the ETSI Secretariat in conjunction with the relevant ETSI *Technical Body* or Industry Specifications Group to decide whether to renew or cancel the *Partnership Engagement*.

1.8.1.4.1 Partnership Engagement Renewal

Partnership Engagements which have been requested by ETSI *Technical Bodies* or Industry Specifications Groups to be renewed shall undergo again the *Partnership Engagement Process* as described above.

1.8.1.4.2 Partnership Engagement Termination

When a *Partnership Engagement* is deemed not for renewal, the ETSI Secretariat shall inform the Partner in question and the General Assembly about its termination.

1.8.2 Promotion of ETSI documents in the International Telecommunications Union (ITU)

1.8.2.1 Policy matters and information of a general nature

The Director General is responsible for the promotion of general ETSI policies and for submitting ETSI material of a general nature to the ITU.

1.8.2.2 Support for a common ETSI position adopted by the General Assembly

Where an *EN* or an *ES* exists, or the General Assembly has adopted a common position on a matter of strategic importance, ETSI has taken a formal and definitive position which members shall support in the ITU (in so far as such support is compatible with their obligations under European or national law).

The primary *Technical Body* for co-ordinating the ETSI position for the ITU Study Group concerned shall prepare proposals for decision by the General Assembly on the subject matter and on the strategy to be followed.

The contribution to the ITU shall be submitted as an ETSI contribution, and it shall indicate that it presents an agreed ETSI position.

1.8.2.3 Support for an ETSI contribution agreed by a Technical Body

A *Technical Body* may approve, and submit, a common contribution to the ITU. This requires that the subject is mature enough and that the contribution is agreed using the decision making procedures defined in Clause 1.7. ETSI members are encouraged, but not formally obliged, to support the contribution in the ITU.

The contribution should be submitted in the name of one ETSI member which is also a member of the ITU. The contribution should indicate that it presents an agreed position of the ETSI *Technical Body* which approved it.

Changes to the agreed contribution and strategy during an ITU meeting should only occur after consultation amongst the ETSI members attending the meeting.

Individual ETSI members remain free to make their own proposals but, it shall be made clear that in doing so, they are not speaking on behalf of ETSI.

1.9 Reporting obligations

It is the responsibility of the *Technical Body* Chairman to ensure that information is given on the items outlined in the following Clauses. Support may be negotiated with the ETSI Secretariat.

1.9.1 Changes in organizational structure

The Chairman of a *Technical Body* shall inform the ETSI Secretariat of organizational changes, allowing the maintenance of an organizational diagram showing its structure including details of its Working Groups and Officials.

1.9.2 Changes to Working Group Terms of Reference

The Chairman of a *Technical Body* shall notify the ETSI Secretariat of any changes to the Terms of Reference of its Working Groups, thus allowing the relevant documentation to be maintained.

1.9.3 Meeting reports

The Chairman of a *Technical Body* shall prepare a report of each meeting. The report shall contain the proceedings of the meeting, including summaries of essential discussions and the decisions made. It requires the approval of the *Technical Body* and, at least, a draft should be made available on the ETSI server (Docbox) within 30 days.

In addition, if the approved meeting report has not already been made available, the Chairman shall provide, within 15 days, a list of the main decisions and matters arising. This shall identify:

- any changes to *Technical Body* structure,
- any Officials elected,
- new *Work Item*s adopted or stopped,
- Change Request decisions,
- deliverables approved or withdrawn,
- new meetings organised,
- any other items where Secretariat action is required.

1.9.4 Calendar of Meetings

The Chairman of a *Technical Body* shall inform the Secretariat of the dates and venues of future meetings.

The ETSI Secretariat shall use the information provided to update the ETSI Calendar of Meetings.

1.10 Funding/Financial support for urgent work

Financial resources can be made available under the Funded Work Programme (FWP) to support the completion of urgent *ETSI Work Items* whenever the ETSI members are unable to deliver these *Work Item*s using the normal voluntary contributions of the delegates and/or this approach is not compatible with the required time scale.

1.10.1 Characteristics of a Specialist Task Force (STF)

A Specialist Task Force is a team established under the technical responsibility of the ETSI *Technical Bodies*, the Board, the OCG or the Special Committees.

The purpose of Specialist Task Forces is to give ETSI a competitive advantage by accelerating the development of urgently needed standards in the strategic areas where they are required by the market and/or by public policy.

Specialist Task Forces may also be used to support the development of technologies in emerging domains of interest for the ETSI members and/or to support the activity of a *Technical Body* e.g. for the production of ETSI Guides and Technical Reports, transpose change requests or provide secretarial support, but the priority must be tested against the primary purpose of Specialist Tasks Forces, which is the development of standards.

Specialist Task Forces may be proposed by the ETSI *Technical Bodies*, the Board, the OCG or the Special Committees and shall be approved by the Board, irrespective of the funding source.

ETSI member organizations may be contracted as service providers to contribute to the Specialist Task Force work. An organization that is not ETSI member may participate in the Specialist Task Force work with the support of an ETSI member.

The Specialist Task Force works under the technical guidance of the reference *Technical Body*, which is eventually responsible for the approval of the deliverables. The reference *Technical Body* shall also provide the active contribution of their membership to support the Specialist Task Force work, and to comment, review and approve the deliverables.

The ETSI Secretariat is responsible for the selection of the Specialist Task Force service providers, the management of the financial resources, the establishment of contracts with the Specialist Task Force service providers, and the provision of the necessary support for the Specialist Task Force work.

1.10.2 Funding of Specialist Task Forces

1.10.2.1 Funding principles

Funding for Specialist Task Forces can be provided from the ETSI ordinary budget, from EC/EFTA contracts, from voluntary contributions of ETSI members or from other organizations.

The overall financial resources from the ETSI ordinary budget are allocated yearly by the General Assembly. The Board decides the allocation of the ETSI resources to the specific Specialist Task Force proposals.

The ETSI Secretariat is responsible for the negotiation of funding from EC/EFTA and to co-ordinate the collection of voluntary contributions from ETSI members.

In the case where a Specialist Task Force does not perform satisfactorily in the execution of the work with respect to the approved Terms of Reference, the Director-General, in consultation with the Board, may decide to close the Specialist Task Force and withdraw any remaining resources by returning to the funding source or re-allocating under the contingency of the ETSI budget.

1.10.2.2 ETSI budget allocation

The OCG, in co-operation with the ETSI Secretariat, will coordinate the collection of Specialist Task Force proposals from the Technical Organization, taking into account the strategy and priorities defined by the Board,

The Board will provide guidance on the priority for Specialist Task Force funding and make the final decision on the allocation.

The annual budget allocation will be performed in two main steps: a 1st allocation of about two-thirds of the budget in the OCG/Board meetings in November and a 2nd allocation, in June of the following year. If there are still resources available, then a 3rd allocation may be performed in September. The Board may decide to leave a contingency for funding small, short-term Specialist Task Forces with a start date that does not fit the normal budget allocation schedule.

In order to allow the necessary flexibility, particularly in the final phase of the Specialist Task Force work, the Director-General may allocate small blocks of resource from the contingency (up to 13 000 EUR) to provide additional funding required for Specialist Task Forces already approved by the Board, in agreement with the reference *Technical Body*. The Director-General will inform the Board about such a decision.

1.10.2.3 EC/EFTA funding

The ETSI Secretariat will negotiate contracts with EC/EFTA for funding Specialist Task Forces taking into account the following constraints:

1) the proposal to EC/EFTA shall refer to a policy item in the EC Annual Union Work Programme (AUWP), the Rolling Plan for ICT Standardisation (ICT RP) or respond to a specific Standardisation Request;
2) the determination of the size of the budget for Specialist Task Forces related to the implementation of public policy objectives, as well as the final decision on the selection of the ETSI proposals is under EC/EFTA responsibility;

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3) the time scale of the ETSI and EC/EFTA decision processes cannot be fully aligned. However, all efforts should be made by the ETSI Technical Organization and the ETSI Secretariat to ensure a global approach to Specialist Task Force approval, so that it is, as far as possible, independent of the funding source;
4) the Terms of Reference for the Specialist Task Force proposals selected by the EC/EFTA shall also obtain approval from the ETSI Board, before the proposal can be submitted to EC/EFTA for evaluation.

Technical Bodies should continue and be encouraged to reply to EC/EFTA public policies via voluntary contributions.

1.10.2.4 Funding from other sources

Voluntary funding from ETSI members or other organizations can fully or partially cover the resources required for a Specialist Task Force, possibly complemented by ETSI ordinary budget. The voluntary contribution may be provided in the form of expertise made available on a free of charge basis by service providers. This voluntary contribution shall be formally accepted by the *Technical Body*. Even if the Specialist Task Force is proposed with the use of expertise made available on a free of charge basis by service providers, a Call for Expertise shall still be sent to all ETSI members, in order to ensure openness. The selection of service providers shall be performed in accordance with the principles as given in Clause 1.10.4.

In case of an organization willing to provide a totally free of charge contribution, a collaboration agreement shall be signed between the Institute and the organization.

In the allocation of the Specialist Task Force budget, priority shall be given to proposals that include voluntary funding from ETSI members or other organizations.

1.10.3 Proposal and approval of Specialist Task Forces

The reference *Technical Body* shall provide the Terms of Reference for the Specialist Task Forces they propose.

The Terms of Reference shall contain sufficient and proper justifications to enable a precise understanding of the purpose of the Specialist Task Force, the resources required, the time scale, the organization of the tasks and the deliverables that will be produced.

If the *Technical Body* has the knowledge of the general objectives and requirements of the Specialist Task Force but needs to consolidate the technical details, they can initiate a Request for Information process to collect preliminary proposals. This will allow defining the Terms of Reference with the necessary level of details and make an accurate estimate of the necessary resources. The ETSI Secretariat will provide the necessary support.

The Terms of Reference shall be drafted in accordance with a template provided by the ETSI Secretariat on the ETSI Portal.

The proposals for new Specialist Task Forces shall be presented and supported by at least four ETSI members and approved by the reference *Technical Body*. The supporting ETSI members and the *Technical Body* shall also confirm that the activity cannot be performed with the normal voluntary contribution and endorse the request for funding, as indicated in the Terms of Reference.

The support of four ETSI members and the approval of the *Technical Body* are required irrespectively of the funding source.

If the *Technical Body* meeting schedule does not allow endorsing the proposal for a new Specialist Task Force and/or for the *Work Item*s to be produced in time for the Board meeting, then the Board may give conditional approval, subject to confirmation of approval by the *Technical Body*, before the Specialist Task Force can be started.

If the availability of funding has taken significant time with respect to the original proposal, then the requirement to set-up the Specialist Task Force must be confirmed by the reference *Technical Body*, prior to the submission for Board approval.

Performance Indicators will be used to improve Specialist Task Force control and as a tool to help decide on future funding requests.

1.10.4 Selection of service providers

Upon approval of the Specialist Task Force Terms of Reference and confirmation of the availability of the funding, the Secretariat shall circulate a Call for Expertise by Collective Letter addressed to all the ETSI members and Counsellors, including the Terms of Reference of the new Specialist Task Force.

The guidelines for the structure of the Call for Expertise and the selection criteria are given in Annex H.

In case of urgency, the Director-General may decide to circulate the Call for Expertise in advance of the approval of the Board and/or of funding availability, on the condition that no contractual engagement is entered before the approval of the Board and confirmation of funding and that this is clearly indicated in the Collective Letter.

Applications in response to the Call for Expertise can be submitted by ETSI members or by external organizations with the support of an ETSI member.

In order to ensure the broadest possible audience from external organizations that may provide valuable contribution, the ETSI Secretariat shall post a copy of the Collective Letter on an open area of the ETSI web site.

The notice period for the Call for Expertise shall be of at least six weeks, which may be reduced to four weeks in case of urgency and to two weeks if the reference *Technical Body* has already circulated a preliminary Request for Information and collected valuable preliminary proposals.

If not enough qualified applications are received within the deadline, the Director-General, in consultation with the relevant reference *Technical Body* Chairman, may decide to extend the notice period or issue a new Collective Letter. If the Call for Expertise fails again, the Specialist Task Force request shall be withdrawn and the corresponding resources returned to the relevant budget.

The ETSI Secretariat shall collect and verify the consistency of the responses to the Call for Expertise and prepare a summary for the selection process.

The Director-General, in consultation with the reference *Technical Body* Chairman, is responsible for the selection of the service providers that shall be contracted to perform the Specialist Task Force work, based upon the criteria mentioned in Annex H. The Director-General and the reference *Technical Body* Chairman may be assisted by a Selection Panel to assess the proposals received and make the final decision. It is recommended that the Selection Panel include the reference *Technical Body* Chairman, the Chairman of the Working Group in charge of the *Work Items* to be produced by the Specialist Task Force, the ETSI Secretariat Technical Officer in charge of the reference *Technical Body* and the Technical Officer in charge of the Specialist Task Force management.

If the Director-General or any other party identifies a potential conflict of interest, it is the responsibility of the Director-General to take action in order to avoid that conflict of interest.

1.10.5 Service contracts for Specialist Task Forces

Service contracts shall be established between ETSI and the service providers selected by the Director-General, following the process in Clause 1.10.4 above. If the service provider is not an ETSI member, the statement of support from an ETSI member shall be annexed to the contract.

The ETSI Secretariat is responsible to set-up and manage service contracts for Specialist Task Forces.

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The contract price to be paid to the service provider and the deliverables to be provided shall be defined based upon the proposal presented in response to the Call for Expertise. Payments shall be made against verification and validation of intermediate and final deliverables by the reference *Technical Body* and the ETSI Secretariat.

The contract price shall include all costs and expenses that the service provider may incur to perform the tasks allocated and, in particular, travel costs. However, upon request of the Specialist Task Force Leader (see Clause 1.10.7), the service providers' personnel may be requested to attend meetings in ETSI or in other organizations, to present and discuss the results of the Specialist Task Force. Cost for participating in these meetings is not covered by the contract price and shall be reimbursed by ETSI. Such travels shall be approved in advance by the ETSI Secretariat and shall be reimbursed to the service provider within the limits of the travel rules defined by the ETSI Secretariat. The ETSI Secretariat shall manage the Specialist Task Force budget element to cover the cost of these travels.

1.10.6 Steering Committee

A Steering Committee should be created by the reference *Technical Body* to provide timely guidance to the Specialist Task Force, unless the size of the *Technical Body* itself or of the relevant Working Group allows direct control of the Specialist Task Force.

All delegates from ETSI members who are prepared to actively contribute to the management of the Specialist Task Force shall be entitled to participate in the Steering Committee.

1.10.7 Establishment and Management of a Specialist Task Force

The ETSI Secretariat is responsible for the establishment and management of the Specialist Task Forces, which imply the following tasks:

- selection of service providers;
- appointment of the service provider's personnel that shall act as Specialist Task Force Leader;
- establishment and management of service contracts;
- authorization of mission travel for the participation of service providers' personnel in meetings and events
- review and approval of Specialist Task Force reporting and expenditure control.

The Director-General, in consultation with the reference *Technical Body* Chairman shall appoint the Specialist Task Force Leader from one of the service providers. The Specialist Task Force Leader shall be the interface between the Specialist Task Force and (i) the reference *Technical Body* for the technical control, (ii) the ETSI Secretariat for the management of the Specialist Task Force.

The responsibilities of the Specialist Task Force Leader are described in Annex H.

1.10.8 Approval and publication of Specialist Task Force deliverables

The reference *Technical Body* is responsible for the approval of the Specialist Task Force deliverables. The deliverables shall be drafted according to the *ETSI Drafting Rules*, so that they can be processed without any further editorial work, after they are approved.

The Specialist Task Force Leader shall submit the final version of the deliverables for approval to the reference *Technical Body* (with a copy to the ETSI Secretariat). The ETSI Secretariat will handle the deliverable's process from *Technical Body* approval until publication, as required according to the deliverable type.

The contribution of the Specialist Task Force may be required to assist the reference *Technical Body* to include comments received in the course of the approval process. When making the Specialist Task Force proposal, the reference *Technical Body* shall duly consider the resources that may be required for these activities and that must be provided from the Specialist Task Force budget allocation.

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1.10.9 Closing a Specialist Task Force

Unless otherwise decided by the Board, a Specialist Task Force will be closed when all the deliverables in the Terms of Reference have been approved and adopted. After a Specialist Task Force is closed, the ETSI Secretariat shall settle any outstanding payments for the work performed by the service providers and close the contracts. Unused resources shall be returned to the relevant budget line.

The Specialist Task Force Leader shall provide the reference *Technical Body* and the ETSI Secretariat with a Final Report, including a summary of the activities performed, resources used/unused, difficulties encountered, achievements, etc. The report shall also include comments on the experience gained in the Specialist Task Force work, suggestions for improving the process, and identification of any activities still required.
The *Technical Body* chairmen shall ensure that feedback is provided to the ETSI Secretariat on the quality of the STF deliverable and the performance of the service providers. The Secretariat shall use this feedback as a part of a follow-up evaluation process.

After the Specialist Task Force has been closed, the responsibility for further action related to the Specialist Task Force deliverables reverts to the reference *Technical Body* and the ETSI Secretariat for the publication of the deliverables, according to the normal procedure.

2 Handling of ETSI deliverables

These procedures complement Articles 13 and 14 of the ETSI Rules of Procedure.

These procedures include provisions for joint technical work with CEN and CENELEC which implement the Basic Co-operation Agreement between CEN, CENELEC and ETSI (see Annex P).

2.1 Drafting rules

The drafting of an *ETSI deliverable* within a *Technical Body* and an *Industry Specification Group* shall follow the *ETSI Drafting Rules*, using document processing facilities, format, languages and notations advised by the ETSI Secretariat, and on a medium suited for electronic document handling and publishing.

2.2 Approval procedures

2.2.1 EN - European Standard

2.2.1.1 Adoption

An *EN* shall be adopted by application of the *EN Approval Procedure*, or the *Two-step Approval Procedure*.

The *EN Approval Procedure* is comprised of a *Public Enquiry* (see Article 13.4 of the Rules of Procedure) and a weighted national vote (see Article 13.5 of the Rules of Procedure) performed in a single process.

The *Two-step Approval Procedure* is comprised of a *Public Enquiry* (see Article 13.4 of the Rules of Procedure) followed by a weighted national vote (see Article 13.5 of the Rules of Procedure). It may only be used for ENs produced jointly with a co-operating partner (e.g. CEN or CENELEC).

The Approval Procedure may in justified cases be interrupted by the responsible *Technical Body* or by the Board if another concerned *Technical Body* raises a substantial objections with the responsible *Technical Body*.

2.2.1.1.1 EN Approval Procedure

- The draft, approved by the *Technical Body*, shall be submitted to the ETSI Secretariat within 14 days of the *Technical Body* approval for the *ETSI deliverable* to be despatched for the *EN Approval Procedure*. Providing that the draft complies with the ETSI Drafting Rules, the ETSI Secretariat shall prepare the draft for submission to the *National Standards Organization*s within 30 days.

The Chairman of the General Assembly may decide that the vote on the national positions shall be taken at a General Assembly meeting. In such a case the provisions of Article 13.5.2 of the Rules of Procedure shall apply.

- The *National Standards Organization*s shall perform the *Public Enquiry* and undertake national consultations over a period of 90 days and submit the resulting national comments and the national position (vote) to the ETSI Secretariat. The national comments shall be submitted by the closing date using the format provided by the ETSI Secretariat (see annex J). The ETSI Secretariat may extend the national consultation period on receipt of a justified request from a *National Standards Organization*.
- The vote cast by a *National Standards Organization* shall be an unconditional "yes" (in favour), a "no" (not in favour), or an abstention. A "no" vote shall be accompanied by comments indicating the reason why the draft is not acceptable.

- Immediately after the closing date, the ETSI Secretariat shall ensure that a compilation of the *Public Enquiry* comments and the votes received from *National Standards Organization*s is automatically made available to the *Technical Body*, the *National Standards Organization*s, the ETSI members, and the ETSI Counsellors.

Process to be followed if no technical comments have been received by the closing date

- If no comments or only editorial comments have been received, the ETSI Secretariat shall determine the vote result in accordance with Articles 11.3, 12.2 and 13.5.1 of the Rules of Procedure. Abstentions or failures to submit written votes by the specified date shall not count as votes cast.

  Immediately after the closing date, the ETSI Secretariat shall ensure that a voting report is automatically made available to the *Technical Body*, the *National Standards Organizations*, the ETSI members, and the ETSI Counsellors.

- If the vote is unsuccessful, the *Technical Body* Chairman shall decide on how to proceed with the *ETSI Work Item*. The comments accompanying "no" and other votes shall be passed to the *Technical Body* Chairman for eventual consideration.

- If the vote is successful the draft shall be adopted and the ETSI Secretariat shall, within 10 days, publish the EN without modification (other than editorial). The comments accompanying "no" and other votes shall be passed to the *Technical Body* Chairman for consideration and stored for eventual, later revision of the EN.

Process to be followed if technical comments have been received by the closing date

- If technical comments are received the *Technical Body* Chairman shall, within a period of 60 days, organize the resolution of the comments received, the preparation of a revised draft, approval of the revised draft at *Technical Body* level, and submission of the revised draft and resolution report to the ETSI Secretariat. If significant changes have been made, the *Technical Body* Chairman may decide that the revised draft shall be submitted to another Public Enquiry step of the *EN Approval Procedure* otherwise it may be presented for direct use of the (60 day) voting step of the *EN Approval Procedure* (e.g. Article 13.5 of the Rules of Procedure).

- Providing that the revised draft complies with the *ETSI Drafting Rules*, and the resolution report has been uploaded to the ETSI server using the format provided by the ETSI Secretariat (see annex J), the ETSI Secretariat shall prepare the revised draft and resolution report for submission to the *National Standards Organizations* for a second vote within 30 days.

  The Chairman of the General Assembly may decide that the vote on the national positions shall be taken at a General Assembly meeting. In such a case the provisions of Article 13.5.2 of the Rules of Procedure shall apply.

- The *National Standards Organization*s shall undertake national consultations on the revised draft over a period of 60 days and submit the resulting national position (vote) to the ETSI Secretariat by the vote closing date. The ETSI Secretariat may extend the voting period on receipt of a justified request from a *National Standards Organization*.

  The vote cast by a *National Standards Organization* shall be an unconditional "yes" (in favour), a "no" (not in favour), or an abstention. A "no" vote shall be accompanied by comments indicating the reason why the draft is not acceptable.

- The vote result shall be determined in accordance with Articles 11.3, 12.2 and 13.5.1 of the Rules of Procedure. Abstentions or failures to submit written votes by the specified date shall not count as votes cast.

  Immediately after the closing date, the ETSI Secretariat shall ensure that a voting report is made available to the *Technical Body*, the *National Standards Organization*s, the ETSI members, and the ETSI Counsellors.

- If the vote is unsuccessful, the *Technical Body* Chairman shall decide on how to proceed with the ETSI *Work Item*. The comments accompanying "no" and other votes shall be passed to the *Technical Body* Chairman for eventual consideration.

- If the vote is successful the draft shall be adopted and the ETSI Secretariat shall, within 10 days, publish the *EN* without modification (other than editorial). The comments accompanying "no" and other votes shall be passed to the *Technical Body* Chairman for consideration and stored for eventual, later revision of the *EN*.

2.2.1.1.2 Two-step Approval Procedure

This procedure may only be used for ENs produced jointly with CEN or CENELEC under mode 5 (see annex P).

For *Work Item*s where ETSI is the assigned lead:

- The draft, approved by the joint *Technical Body*, shall be submitted to the ETSI Secretariat within 14 days of the joint *Technical Body* approval for the *ETSI deliverable* to be despatched for *Public Enquiry*. Providing that the draft complies with the *ETSI Drafting Rules*, the ETSI Secretariat shall prepare the draft for submission to the *National Standards Organizations* within 30 days. The ETSI Secretariat shall inform the CEN-CENELEC Management Centre when the draft has been submitted to the *National Standards Organizations*.

- The *National Standards Organizations* shall perform the *Public Enquiry* over a period of 120 days and submit the resulting national comments to the ETSI Secretariat using the format provided by the ETSI Secretariat (see annex J) by the *Public Enquiry* closing date. The ETSI Secretariat may extend the *Public Enquiry* period on receipt of a justified request from a *National Standards Organization*.

- Immediately after the closing date, the ETSI Secretariat shall ensure that a compilation of the *Public Enquiry* comments received from *National Standards Organization*s and the CEN-CENELEC Management Centre is automatically made available to the joint *Technical Body*, the *National Standards Organization*s, the ETSI members, the CEN-CENELEC Management Centre and the ETSI Counsellors.

- If no comments or only editorial comments have been received during *Public Enquiry*, the ETSI Secretariat shall prepare a final draft for submission to the *National Standards Organization*s and the CEN-CENELEC Management Centre for vote within 10 days.

- If technical comments are received during *Public Enquiry*, the joint *Technical Body* Chairman shall, within a period of 60 days, organize the resolution of the comments received, the preparation of a revised draft, approval of the revised draft at joint *Technical Body* level, and submission of the revised draft and resolution report to the ETSI Secretariat. If significant changes have been made, the joint *Technical Body* Chairman may decide that the revised draft shall be submitted to another *Public Enquiry*.

- Providing that the draft complies with the *ETSI Drafting Rules*, and the resolution report has been uploaded to the ETSI server using the format provided by the ETSI Secretariat (see annex J), the ETSI Secretariat shall prepare the revised draft for submission to the *National Standards Organization*s for vote within 30 days. The ETSI Secretariat shall inform the CEN-CENELEC Management Centre when the draft has been submitted to the *National Standards Organizations*.

For *Work Item*s where CEN or CENELEC is the assigned lead:

- The ETSI Secretariat shall inform its *National Standards Organisat*ions of the Public Enquiry in CEN or CENELEC. *National Standards Organisations* in countries not covered by CEN and CENELEC are invited to carry out a Public Enquiry and submit the resulting comments to the secretariat of the joint *Technical Body* (see annex P).

After the Public Enquiry, independently from the assigned lead, the vote shall be carried out according to the below procedure.

- The *National Standards Organization*s shall undertake national consultations over a period of 60 days and submit the resulting national position (vote) to the ETSI Secretariat by the vote closing date. The ETSI Secretariat may extend the voting period on receipt of a justified request from a *National Standards Organization*.

  The vote cast by each *National Standards Organization* shall be an unconditional "yes" (in favour), a "no" (not in favour), or an abstention. A "no" vote shall be accompanied by comments indicating the reason why the draft is not acceptable.

  The Chairman of the General Assembly may decide that the vote shall be taken at a General Assembly meeting. In such a case the provisions of Article 13.5.2 of the Rules of Procedure shall apply.

- The vote result shall be determined in accordance with Articles 11.3, 12.2 and 13.5.1 of the Rules of Procedure. Abstentions or failures to submit written votes by the specified date shall not count as votes cast.

  Immediately after the closing date, the ETSI Secretariat shall ensure that a voting report is automatically made available to the joint *Technical Body*, the *National Standards Organization*s, the ETSI members, and the ETSI Counsellors.

- If the vote is unsuccessful, the *Technical Body* Chairman shall decide on how to proceed with the *ETSI Work Item*. The comments accompanying "no" votes shall be passed to the *Technical Body* Chairman for eventual consideration.

- If the vote is successful in ETSI and in the co-operating partner(s) (CEN and/or CENELEC) the draft shall be adopted and the ETSI Secretariat shall, within 10 days, publish the *EN* without modification (other than editorial). The comments accompanying "no" votes shall be passed to the joint *Technical Body* Chairman for consideration and stored for eventual, later revision of the *EN*.

- The time periods stated above may be modified in agreement with the co-operating partner.

2.2.1.2 Maintenance

An *EN* shall be reviewed at least every five years to ensure that it is still current. The standard will then be either:

- confirmed by including a corresponding remark in the *ETSI Work Item* if it is still current and no revision is needed; In this case the *EN* shall be reviewed again according to this Clause after a maximum of five years.
- revised by producing a subsequent version (see below);
- withdrawn (see Clause 2.2.1.3); or
- designated “Historical” (see Clause 2.2.5).

Subsequent versions of an *EN* shall be adopted by application of the *EN Approval Procedure*, or the *Two-step Approval Procedure* for ENs produced jointly with a co-operating partner, unless the proposed changes are purely editorial. Subsequent versions containing only editorial changes may be published by the ETSI Secretariat following confirmation by the *Technical Body* Chairman.

When a need for technical maintenance is identified and where the deliverable was produced by a *Technical Body* which no longer exists, the ETSI Secretariat shall attempt to find an appropriate, existing *Technical Body* to perform the maintenance. Where no such body exists, the General Assembly shall be notified and requested to find a solution (e.g. instigate a maintenance project).The *Technical Body* identified as responsible to perform the maintenance of the ETSI *deliverable* of a *Technical Body* which no longer exists, shall be named under “remarks” in the existing *ETSI Work Item* until a *New Work Item* is adopted by the *Technical Body*.

The maintenance of ENs produced jointly with CEN and/or CENELEC is covered by the Basic Co-operation Agreement (see annex P).

2.2.1.3 Withdrawal

An *EN* can be withdrawn according to the following procedure (see Article 13.6 of the Rules of Procedure).

The withdrawal can comprise one, several or all versions of an *EN*.

Before launching the procedure for the withdrawal of a standard, the ETSI Secretariat shall verify with the European Commission whether or not the standard is referenced in any European regulatory text. Where the standard is referenced in a European regulatory text, the procedure shall take into account the transition period required, by the European Commission, to amend the reference.

If the *EN* is normatively referenced in another *ETSI deliverable*, it shall not be withdrawn unless a suitable solution for replacing these normative references has been found.

- The withdrawal proposal, approved by the *Technical Body*, shall be submitted to the ETSI Secretariat without delay. The ETSI Secretariat shall prepare the proposal for submission to the *National Standards Organization*s within 10 days.

  The Chairman of the General Assembly may decide that the vote shall be taken at a General Assembly meeting. In such a case the provisions of Article 13.5.2 of the Rules of Procedure shall apply.

- The *National Standards Organization*s shall undertake national consultations over a period of 60 days and submit the resulting national position (vote) to the ETSI Secretariat by the vote closing date. The ETSI Secretariat may extend the voting period on receipt of a justified request from a *National Standards Organization*.

  The vote cast by each *National Standards Organization* shall be an unconditional "yes" (in favour), a "no" (not in favour), or an abstention. A "no" vote shall be accompanied by comments indicating the reason why withdrawal of the *EN* is not acceptable.

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- The vote result shall be determined in accordance with Articles 11.3, 12.2 and 13.5.1 of the Rules of Procedure. Abstentions or failures to submit written votes by the specified date shall not count as votes cast.

  Immediately after the closing date, the ETSI Secretariat shall ensure that a voting report is automatically made available to the *Technical Body*, the *National Standards Organization*s, the ETSI members, and the ETSI Counsellors. All accompanying comments shall be passed to the *Technical Body* Chairman for eventual consideration.

- If the vote is unsuccessful, the *EN* shall not be withdrawn. All accompanying comments shall be stored for future consideration of withdrawal.

- If the vote is successful, the ETSI Secretariat shall, within 10 days, withdraw the *EN* which will be flagged as "withdrawn" in the *ETSI Work Programme*.

2.2.2 An EN qualified as a Harmonised Standard

2.2.2.1 Adoption

If an EN is intended to become a *Harmonised Standard* it shall be adopted by the application of the *EN Approval Procedure* (see Articles 13.4 and 13.5 of the Rules of Procedure), or the *Two-step Approval Procedure* for ENs produced jointly with a co-operating partner.

2.2.2.2 Maintenance

An *EN* shall be reviewed at least every five years to ensure that it is still current. The standard will then be either:

- confirmed by including a corresponding remark in the *ETSI Work Item* if it is still current and no revision is needed; In this case the *EN* shall be reviewed again according to this Clause after a maximum of five years.
- revised by producing a subsequent version (see below);
- withdrawn (see Clause 2.2.1.3); or
- designated “Historical” (see Clause 2.2.5).

Subsequent versions of an *EN* qualified as a *Harmonised Standard* shall be adopted by the application of the *EN Approval Procedure*, or the *Two-step Approval Procedure* for ENs produced jointly with a co-operating partner, unless the proposed changes are purely editorial. Subsequent versions containing only editorial changes may be published by the ETSI Secretariat following confirmation by the *Technical Body* Chairman.

When a need for technical maintenance is identified and where the deliverable was produced by a *Technical Body* which no longer exists, the ETSI Secretariat shall attempt to find an appropriate, existing *Technical Body* to perform the maintenance. Where no such body exists, the General Assembly shall be notified and requested to find a solution (e.g. instigate a maintenance project). The *Technical Body* identified as responsible to perform the maintenance of the ETSI *deliverable* of a *Technical Body* which no longer exists, shall be named under “remarks” in the existing *ETSI Work Item* until a *New Work Item* is adopted by the *Technical Body*.

The maintenance of ENs produced jointly with CEN and/or CENELEC is covered by the Basic Co-operation Agreement (see annex P).

2.2.2.3 Withdrawal

An *EN* designated as a *Harmonised Standard* shall be withdrawn according to the withdrawal procedure for an *EN*.

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2.2.3 ES - ETSI Standard, EG - ETSI Guide

2.2.3.1 Adoption

An *ES* or an *EG* shall be adopted following the ETSI *Membership Approval Procedure* (see Article 14 of the Rules of Procedure).

The approval procedure may in justified cases be interrupted by the responsible *Technical Bod*y or by the Board if another concerned *Technical Body* cannot resolve their substantial objections with the responsible *Technical Body*.

2.2.3.1.1 Membership Approval Procedure

- The draft, approved by the *Technical Body*, shall be submitted to the ETSI Secretariat within 14 days of the *Technical Body* approval for the *ETSI deliverable* to be despatched for membership vote. Providing that the draft complies with the *ETSI Drafting Rules*, the ETSI Secretariat shall prepare the draft for submission to the members within 30 days.

- The vote shall be performed over a period of 60 days. This involves each ETSI Full and Associate member in submitting their vote to the ETSI Secretariat by the vote closing date. The ETSI Secretariat may extend the voting period where a justifiable reason exists.

  The vote cast by each member shall be an unconditional "yes" (in favour), a "no" (not in favour), or an abstention. A "no" vote shall be accompanied by comments indicating the reason why the draft is not acceptable.

- The vote result shall be determined in accordance with Articles 11.3 and 14 of the Rules of Procedure. Abstentions or failures to submit written votes by the specified date shall not count as votes cast.

  Immediately after the closing date, the ETSI Secretariat shall ensure that a voting report is automatically made available to the *Technical Body* and ETSI members.

- If the vote is unsuccessful, the *Technical Body* Chairman shall decide on how to proceed with the *ETSI Work Item*. The comments accompanying "no" votes shall be passed to the *Technical Body* Chairman for eventual consideration.

- If the vote is successful, the ETSI Secretariat shall, within 10 days, publish the *ES* or *EG* without modifications (other than editorial). The comments accompanying "no" votes shall be passed to the Chairman for consideration and stored for eventual later revision of the *ES* or *EG*.

2.2.3.2 Maintenance

Subsequent versions containing changes other than editorial to an *ES* or *EG* shall be approved by application of the *Membership Approval Procedure*. Subsequent versions containing only editorial changes can be published by the ETSI Secretariat following confirmation by the *Technical Body* Chairman.

When a need for technical maintenance is identified and where the deliverable was produced by a *Technical Body* which no longer exists, the ETSI Secretariat shall attempt to find an appropriate, existing *Technical Body* to perform the maintenance. Where no such body exists, the General Assembly shall be notified and requested to find a solution (e.g. instigate a maintenance project). The *Technical Body* identified as responsible to perform the maintenance of the ETSI *deliverable* of a *Technical Body* which no longer exists, shall be named under “remarks” in the existing *ETSI Work Item* until a *New Work Item* is adopted by the *Technical Body*.

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2.2.3.3 Withdrawal

Withdrawal of an *ES* or *EG* shall be made by application of the ETSI *Membership Approval Procedure*.

The withdrawal can comprise one, several or all versions of an *ES* or an *EG*.

If the *ES* or *EG* is normatively referenced in another *ETSI deliverable*, it may not be withdrawn unless a suitable solution for replacing the relevant reference has been found.

- The withdrawal proposal, approved by the *Technical Body*, shall be submitted to the ETSI Secretariat without delay. The ETSI Secretariat shall, within 10 days, prepare the proposal for submission to the members.

- The withdrawal vote shall be performed over a period of 60 days. This involves each ETSI Full and Associate member in submitting their vote to the ETSI Secretariat by the vote closing date. The ETSI Secretariat may extend the voting period where a justifiable reason exists.

  The vote cast by each member shall be an unconditional "yes" (in favour), a "no" (not in favour), or an abstention. A "no" vote shall be accompanied by comments indicating the reason why withdrawal of the *ES* or *EG* is not acceptable.

- The vote result shall be determined in accordance with Articles 11.3 and 14 of the Rules of Procedure. Abstentions or failures to submit written votes by the specified date shall not count as votes cast.

  Immediately after the closing date, the ETSI Secretariat shall ensure that a voting report is automatically made available to the *Technical Body* Chairman and ETSI members. Comments accompanying "no" votes shall be passed to the *Technical Body* Chairman for eventual consideration.

- If the vote is unsuccessful, the *ES* or *EG* shall not be withdrawn. Comments accompanying "no" votes shall be stored for future consideration of withdrawal.

- If the vote is successful, the ETSI Secretariat shall, within 10 days, withdraw the *ES* or *EG* which will be flagged as "withdrawn" in the *ETSI Work Programme*.

2.2.4 TS - ETSI Technical Specification, TR - ETSI Technical Report

2.2.4.1 Adoption

The draft, approved and adopted by the *Technical Body* according to the decision making procedures in Clause 1.7, shall be submitted to the ETSI Secretariat within 14 days of the *Technical Body* approval. Providing that the draft complies with the *ETSI Drafting Rules*, the ETSI Secretariat shall publish the TS or *TR* within 30 days.

The approval procedure may in justified cases be interrupted by the responsible *Technical Body* or by the Board if another concerned *Technical Body* cannot resolve their substantial objections with the responsible *Technical Body*.

2.2.4.2 Maintenance

Subsequent versions of a TS or a *TR* shall be approved by application of the procedure in Clause 2.2.4.1. Subsequent versions containing only editorial changes may be published by the ETSI Secretariat following confirmation by the *Technical Body* Chairman.

When a need for technical maintenance is identified and where the deliverable was produced by a *Technical Body* which no longer exists, the ETSI Secretariat shall attempt to find an appropriate, existing *Technical Body* to perform the maintenance. Where no such body exists, the General Assembly shall be notified and requested to find a solution (e.g. instigate a maintenance project). The *Technical Body* identified as responsible to perform the maintenance of the ETSI *deliverable* of a *Technical Body* which

no longer exists, shall be named under “remarks” in the existing *ETSI Work Item* until a *New Work Item* is adopted by the *Technical Body*.

2.2.4.3 Withdrawal

Withdrawal of a TS or a *TR* shall be made following a decision by the *Technical Body* responsible for its maintenance. If the TS or *TR* is normatively referenced in another *ETSI deliverable*, it may not be withdrawn unless a suitable solution for replacing these normative references has been found.

The withdrawal can comprise one, several or all versions of a TS or a *TR*.

When the *Technical Body* advise the ETSI Secretariat of withdrawal, the TS or *TR* will be flagged as "withdrawn" in the *ETSI Work Programme*.

2.2.5 Historical documents

Any *ETSI deliverable* may be designated "Historical" by the responsible *Technical Body* if a part or the whole of its content is for some reason considered obsolete and it is decided that the deliverable will not be maintained (updated or revised). As the contents of the deliverable may still be applicable or in use in some context, it may nevertheless be considered of value to keep the deliverable in the public domain.

When this is the case, the *Technical Body* shall inform the Secretariat and the Secretariat shall ensure that the *ETSI deliverable* is flagged as "Historical" in the *ETSI Work Programme*.

An *ETSI deliverable* which is flagged as "Historical" shall not be modified in any way.

2.2.6 SR - Special Report

A *Special Report* may be produced by:

- an ETSI *Technical Body* - to record non-technical information;
- an ad-hoc group of the General Assembly, Board or OCG
- the Secretariat on behalf of the General Assembly, Board or OCG.

2.2.6.1 Adoption

The draft, approved and adopted by:

- the *Technical Body* according to the decision making procedures in Clause 1.7;
- an ad-hoc group of the General Assembly, Board or OCG according to the rules applicable to the group concerned;
- or the Director-General on behalf of the General Assembly, Board or OCG,

shall be submitted to the ETSI Secretariat within 14 days of its approval. Providing that the draft complies with the *ETSI Drafting Rules*, the ETSI Secretariat shall publish the SR within 30 days.

The approval procedure may in justified cases be interrupted by the responsible *Technical Body* or by the Board if another concerned *Technical Body* cannot resolve their substantial objections with the responsible *Technical Body*.

2.2.6.2 Maintenance

Subsequent versions of a *SR* shall be approved by application of the procedure in Clause 2.2.6.1. Subsequent versions containing only editorial changes may be published by the ETSI Secretariat following confirmation by the *Technical Body*, ad-hoc group Chairman, or Director-general as appropriate.

When a need for maintenance is identified and where the deliverable was produced by a *Technical Body*, or ad-hoc group which no longer exists, the ETSI Secretariat shall attempt to find an appropriate, existing body to perform the maintenance. Where no such body exists, the General Assembly shall be notified and requested to find a solution (e.g. instigate a maintenance project). The *Technical Body*

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identified as responsible to perform the maintenance of the ETSI *deliverable* of a *Technical Body* which no longer exists, shall be named under “remarks” in the existing *ETSI Work Item* until a *New Work Item* is adopted by the *Technical Body*.

2.2.6.3 Withdrawal

Withdrawal of a *SR* shall be made following a decision by the body responsible for its maintenance. If the *SR* is normatively referenced in another *ETSI deliverable*, it may not be withdrawn unless a suitable solution for replacing these normative references has been found.

The withdrawal can comprise one, several or all versions of a SR.

When the body responsible advises the ETSI Secretariat of withdrawal, the SR will be flagged as "withdrawn" in the *ETSI work programme*.

2.2.7 GS - ETSI Group Specification, GR – ETSI Group Report

2.2.7.1 Adoption

The draft, approved and adopted by the *Industry Specification Group* according to the decision making procedures defined in the group's Terms of Reference shall be submitted to the ETSI Secretariat within 14 days of the *Industry Specification Group* approval. Providing that the draft complies with the *ETSI Drafting Rules*, the ETSI Secretariat shall publish the *GS* or GR within 30 days.

The approval procedure may in justified cases be interrupted by the responsible *Industry Specification Group*.

2.2.7.2 Maintenance

Subsequent versions of a *GS* or a GR shall be approved by application of the procedure in Clause 2.2.7.1. Subsequent versions containing only editorial changes may be published by the ETSI Secretariat following confirmation by the *Industry Specification Group* Chairman.

When a need for technical maintenance is identified and where the deliverable was produced by an *Industry Specification Group* which no longer exists, the ETSI Secretariat shall attempt to find an appropriate existing *Technical Body* to perform the maintenance. Where no such body exists, the General Assembly shall be notified and requested to find a solution (e.g. instigate a maintenance project). The *Technical Body* identified as responsible to perform the maintenance of the ETSI deliverable of an *Industry Specification Group* which no longer exists, shall be named under “remarks” in the existing *ETSI Work Item* until a *New Work Item* is adopted by the *Technical Body*.

2.2.7.3 Withdrawal

Withdrawal of a *GS* or a GR shall be made following a decision by the *Industry Specification Group* responsible for its maintenance. If the *GS* or GR is normatively referenced in another *ETSI deliverable*, it may not be withdrawn unless a suitable solution for replacing these normative references has been found.

The withdrawal can comprise one, several or all versions of a *GS or a GR*.

When the *Industry Specification Group* advise the ETSI Secretariat of withdrawal, the *GS* or GR will be flagged as "withdrawn" in the *ETSI Work Programme*.

2.2.7.4 Historical documents

A GS or GR may be designated "Historical" by the responsible *Industry Specification Group* if a part or the whole of its content is for some reason considered obsolete and it is decided that the deliverable will not be maintained (updated or revised). As the contents of the deliverable may still be applicable or in use in some context, it may nevertheless be considered of value to keep the deliverable in the public domain.

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When this is the case, the *Industry Specification Group* shall inform the Secretariat and the Secretariat shall ensure that the GS or GR is flagged as "Historical" in the ETSI Work Programme.

A GS or GR may also be designated "Historical" by the Secretariat if no *Technical Body* can maintain it after the closure of the *Industry Specification Group*. As the contents of the deliverable may still be applicable or in use in some context, it may nevertheless be considered of value to keep the deliverable in the public domain.
A GS or GR which is flagged as "Historical" shall not be modified in any way.

2.3 VOID

This Clause previously contained text relating to Technical specifications from external bodies which is now covered by Clause 1.8.1.

2.4 National transposition dates of an EN

*EN*s shall be transposed by the *National Standards Organization*s (see Article 13.7 of the Rules of Procedure).

A *Technical Body* shall, during the drafting of an *EN*, and particularly prior the commencement of the *EN Approval Procedure*, or the *Two-step Approval Procedure*, advise the ETSI Secretariat of any reasons that they are aware of which might justify a longer transposition period, e.g. a later "dow" date than indicated in the table below, and advise on the "dow" date to apply.
The *National Standards Organization*s (in the context of the *National Standards Organization*s Memorandum of Understanding) should also advise the ETSI Secretariat of any reasons that they are aware of which might prevent the application of the default transposition periods.

	Action	Default period
doa	latest date of national announcement of the *EN*	3 months after the publication by ETSI of the *EN*
dop/e	latest date of publication or endorsement as a national standard	6 months after **doa**
dow	latest date of withdrawal of conflicting national standard(s)	6 months after **doa** (i.e. normally same as **dop/e** but if later, the *EN* is valid alongside the conflicting national standard(s)

3 Operation of *Industry Specification Groups*

3.1 Characteristics of an Industry Specification Group

The need has been identified for *Industry Specification Groups* to exist alongside the current Technical Organization supplementing the existing standards development process. An *Industry Specification Group*, supported by Working Groups where appropriate, is an activity organized around a set of *ETSI Work Item*s addressing a specific technology area.

An *Industry Specification Group*:

- is established on the initiative of any group of, at least four, ETSI Full or Associate members (or Applicant members) making a request to the Director-General;
- has its own programme/project management for internal priority-setting, and agreed delivery dates for its results;
- is responsible for defining, creating and stopping detailed *ETSI Work Item*s (as defined in Clause 3.6), within its scope, that are required to fulfil its Terms of Reference;
- is responsible for the validation of *ETSI deliverable*s of type *Group Specification* (GS) or *Group Report* (GR) only (i.e. ensuring that the deliverable can be fully implemented, providing the intended level of functionality and performance at minimum cost, as defined in the scope of the related *ETSI Work Item*);

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- reports to the General Assembly and the Board on work progress upon request.
- shall not deal with activities Mandated by EC/EFTA,
- should not deal with issues such as health, safety, environment, public interest and the basic legal/economic interests of consumer related issues.

The purpose of an *Industry Specification Group* shall be clearly defined from the outset, including the expected impact of its results on the *Work Programme* of the ETSI Technical Organisation.

3.2 Creation and Termination of an Industry Specification Group

It is the responsibility of the Director-General to create or terminate an *Industry Specification Group*, in consultation with the Board and, in the case of creation, to approve its Terms of Reference, based on written proposals in accordance with the criteria given in Annex D.3.

The duration of the *Industry Specification Group* shall be fixed at the outset with an initial period of no more than two years. On request from the *Industry Specification Group*, the Director-General may extend this duration for subsequent periods of up to two years each, after a review taking into account the original objectives of the *Industry Specification Group* and the advice of the Board. In order to be extended, the *Industry Specification Group* shall demonstrate that its results contribute to the *Work Programme* of the ETSI Technical Organisation.
The Director-General shall inform the ETSI members whenever an *Industry Specification Group* is created.

Before termination, an *Industry Specification Group* should prepare, in coordination with the Secretariat, recommendations concerning the maintenance of its *ETSI deliverable*s by an ETSI *Technical Body*.

The *Technical Body* identified as responsible to perform the maintenance of the *Industry Specification Group* deliverables shall be named under “Remarks” in the existing ETSI *Work Item* until a new *Work Item* is adopted by the *Technical Body* for producing any other types of ETSI deliverables. Where no such body exists, the Secretariat shall ensure that the *Industry Specification Group* deliverables are flagged as “Historical” in the ETSI Work Programme.

3.3 Appointment of Officials

3.3.1 Appointment of Chairmen

Only representatives of ETSI Full or Associate members may hold the role of Chairman of an *Industry Specification Group*.

An *Industry Specification Group* Chairman shall be appointed by the *Industry Specification Group* for a period of one year unless otherwise specified in its Terms of Reference. After each period they may be re-appointed. The appointment shall be confirmed by the Director-General.

When justified, the Director-General may ask an *Industry Specification Group* Chairman to step down from his position of office.

If more than one candidate exists for the position of *Industry Specification Group* Chairman and the *Industry Specification Group* is unable to decide on one candidate using simple majority secret balloting the matter shall be referred to the Director-General for resolution.

3.3.2 Appointment of Vice Chairmen and Working Group Chairmen

Only representatives of ETSI Full or Associate members may hold the role of Vice Chairman and Working Group Chairman of an *Industry Specification Group*.

An *Industry Specification Group* may appoint Vice-Chairmen and Working Group Chairmen for a period of one year unless otherwise specified in its Terms of Reference, using simple majority secret balloting. After each period they may be re-appointed.

3.3.3 Responsibilities of Chairmen

An *Industry Specification Group* Chairman is responsible for the overall management of the work programme and the efficient working of the *Industry Specification Group* and its Working Groups. The Chairman has an overall responsibility to ensure that the activities of his *Industry Specification Group* follow the appropriate ETSI policies and procedures.

The Chairman may nominate officials to assist in the work.

The Chairman is responsible for reporting to the General Assembly and the Board on the activities of the *Industry Specification Group* upon request.

In performing these tasks he shall maintain strict impartiality and act in the interest of ETSI and its members.

3.4 Participation in the work of an Industry Specification Group

Participation in the work of an *Industry Specification Group* will be subject to signature of the associated *Industry Specification Group* Agreement for the group in question. This Agreement will include the specific operational issues related to that group such as the distribution of costs among the group members for additional support activities, etc. The Agreement will be binding on all members of the group and will include the obligation for group members to abide by the ETSI IPR Policy and to treat any specifications produced by the group as for Technical Specifications under the IPR Policy.

ETSI Full and Associate members (and Applicant members) who have signed an *Industry Specification Group* Member Agreement have the right to attend meetings of that *Industry Specification Group* and to participate in the work with the right to vote.

Associations which are ETSI Full or Associate members shall be represented by their employees and elected officials. In addition, a maximum of one nominated technical expert, per meeting, shall be allowed to attend and participate in meetings and shall come from a member of the said Association, unless explicitly authorised by the Director-General on a case-by-case basis. This expert shall be officially nominated in writing by the said Association before the meeting begins. All employees, elected officials and/or nominated technical expert of an Association attending *Industry Specification Group* meetings shall only represent that Association's views. In any case, where an Association is submitting a technical proposal for a *Group Specification* or a *Group Report*, it shall, on a bona fide basis, comply with the ETSI IPR Policy and draw the attention of ETSI not only to any of that Association's IPR which might be essential if that proposal is adopted, but also to any of that Association's member's IPR, which might be essential if that proposal is adopted.

ETSI Observers may attend meetings of an *Industry Specification Group* and participate in the work without the right to vote subject to having signed the relevant *Industry Specification Group* Participant Agreement, including having paid the appropriate participation fee.

ETSI Counsellors may attend meetings of an *Industry Specification Group* and participate in the work without the right to vote.

ETSI Partners may attend meetings of an *Industry Specification Group* and participate in the work without the right to vote subject to having signed the relevant *Industry Specification Group* Participant Agreement including having paid the appropriate participation fee unless otherwise specified in the ETSI Partnership Agreement.

ETSI Partners shall be represented by their employees and elected officials. In addition a maximum of one nominated technical expert, per meeting, shall be allowed to attend and participate in meetings and shall come from a member of the said Partner, unless explicitly authorised by the Director-General on a case-by-case basis. This expert shall be officially nominated in writing by the said Partner before the meeting begins. All employees, elected officials and/or nominated technical expert of a Partner attending *Industry Specification Group* meetings shall only represent that Partners views. In any case, where a Partner is submitting a technical proposal for a *Group Specification* or a *Group Report*, it shall, on a bona fide basis, comply with the ETSI IPR Policy and draw the attention of ETSI not only to any of that

Partner's IPR which might be essential if that proposal is adopted, but also to any of that Partner's member's IPR, which might be essential if that proposal is adopted.

Non-ETSI member organizations may attend meetings of an *Industry Specification Group* and participate in the work without the right to vote subject to having signed the relevant *Industry Specification Group* Participant Agreement, including having paid the appropriate participation fee.

On an exceptional and temporary basis, ETSI Observers and non-ETSI members which have applied to attend *Industry Specification Group* meetings, may be invited or authorized by the Chairman to attend meetings of an *Industry Specification Group*, provided that the presence of this ETSI Observer or non-ETSI member is justified by a legitimate interest with regard to the work currently in progress. The authorization or refusal of the Chairman shall be made to such an applicant in writing and shall contain appropriate justification of the Chairman's decision. The *Industry Specification Group* Chairman shall notify the ETSI Director-General of the decision. ETSI Observers or non-ETSI members authorized to attend *Industry Specification Group* meetings may participate without the right to vote but shall pay a per meeting fee specified in the *Industry Specification Group* Agreement.

The Director-General may authorize the provisional participation of Applicants for Full or Associate ETSI membership within the *Industry Specification Group* before the application for membership is formally approved by the General Assembly.

Remote participation in *Industry Specification Group* meetings (e.g. audio conference, webcast, etc.) should be permitted whenever technically possible. Such participation should, at least, be on the basis of complete agenda items and not misused to influence the outcome of votes where the remote participant has not been involved in the preceding discussions.

3.5 Convening an Industry Specification Group meeting

The rules for convening meetings shall follow the same principles as those laid down in Clause 1.5 for *Technical Bodies* unless otherwise specified in the *Industry Specification Group* Terms of Reference and provided those changes are compliant with ETSI Guidelines for Antitrust Compliance.

3.6 Work Programme

The *Industry Specification Group* shall follow the same rules as those laid down in Clause 1.6 for *Technical Bodies*.

3.7 Decision making

The *Industry Specification Group* shall follow the same rules as those laid down in Clause 1.7 for *Technical Bodies* unless otherwise specified in the *Industry Specification Group* Member Agreement (for example they may specify that non-weighted simple majority voting may be used).

3.8 Partnership

The rules for establishing a Partnership with other bodies shall follow the same principles as those laid down in Clause 1.8 for *Technical Bodies.*

3.9 Reporting obligations

It is the responsibility of the *Industry Specification Group* Chairman to ensure that information is given on the items outlined in the following Clauses. Support may be negotiated with the ETSI Secretariat.

3.9.1 Changes in organizational structure

The Chairman of an *Industry Specification Group* shall inform the ETSI Secretariat of organizational changes, allowing the maintenance of an organizational diagram showing its structure including details of its Working Groups and officials.

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3.9.2 Changes to Working Group Terms of Reference

The Chairman of an *Industry Specification Group* shall notify the ETSI Secretariat of any changes to the Terms of Reference of its Working Groups, thus allowing the relevant documentation to be maintained.

3.9.3 Meeting reports

The Chairman of an *Industry Specification Group* shall prepare a report of each meeting. The report shall consist of two parts:

- Part A shall contain an executive summary of the main decisions and problems including creation of new *ETSI Work Items* and matters of organizational nature. It does not require the approval of the *Industry Specification Group* and should not be more than two pages long. It should be made available on the ETSI server (Docbox) within 15 days of the meeting;

- Part B shall contain the proceedings of the meeting, including summaries of essential discussions and the decisions made. It requires the approval of the *Industry Specification Group* and it should then be made available on the ETSI server (Docbox) within 30 days.

3.9.4 Calendar of Meetings

The Chairman of an *Industry Specification Group* shall inform the Secretariat of the dates and venues of future meetings.

The ETSI Secretariat shall use the information provided to update the ETSI Calendar of Meetings.

3.9.5 Financial reporting

The Chairman of an *Industry Specification Group* shall provide the Secretariat with a monthly financial status report indicating: planned expenditure, actual expenditure, and the situation concerning contributions from group members.

3.10 Secretariat Support

- An *Industry Specification Group* shall receive basic administrative support from the Secretariat.

An *Industry Specification Group* may receive additional support where the group agrees to provide voluntary contributions to cover the cost (as defined in their membership agreement) or if resources are approved by the Board (on a case-by-case basis). The Director-General, in consultation with the Board, may allocate additional support staff to *Industry Specification Groups* which may impact the *Work Programme* of the ETSI Technical Organisation.

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Annex A (normative): Definitions

A.1 General

Change Request (CR): A document proposing a specific change to a draft or approved *ETSI deliverable* according to the procedures in Clause 1.6.4.

***ETSI deliverable*:** A document (SR, *GS, GR, TS*, *TR*, *ES*, *EG* or *EN)*; or, in previous nomenclature, *ETS*, *I-ETS*, *ETR*, *TBR*, *TCR-TR* or *TC-TR*) produced as the result of an *ETSI Work Item*.

***ETSI Drafting Rules*, (*EDR)*:** A document based on the ISO/IEC Directives, established and maintained by the ETSI Secretariat, providing rules for the drafting of *ETSI deliverable*s.

***ETSI Work Item (WI)*:** A description of a standardization task approved by a *Technical Body* and/or an *Industry Specification Group* according to the procedures in Clause 1.6.3 and adopted by the ETSI members.

***ETSI Work Programme (WP)*:** The complete set of *ETSI Work Item*s.

***National Standards Organization (NSO)*:** see Article 13.2 and Annex 1 of the Rules of Procedure.

***National transposition*:** see Article 13.7 of the Rules of Procedure.

***National withdrawal*:** see Article 13.7 of the Rules of Procedure.

***Technical Body (TB)*:** An ETSI Project (EP), a Partnership Project (PP), or a Technical Committee (TC).

***Standstill*:** see Article 13.3 of the Rules of Procedure.

***Consensus*:** General agreement, characterized by the absence of sustained opposition to substantial issues by any important part of the concerned interest and by a process that involves seeking to take into account the views of all parties concerned and to reconcile any conflicting arguments.

NOTE: *Consensus* need not imply unanimity.

A.2 Technical Body / Industry Specification Group

Attendee: An individual:

- taking part physically or remotely in a *Technical Body* or *Industry Specification Group* meeting; or
- taking part in an electronic *Technical Body* or *Industry Specification Group* meeting; or
- participating in the work of the *Technical Body* or *Industry Specification Group* by correspondence; or
- participating in the work of the *Technical Body* or *Industry Specification Group* by using (non-real-time) electronic working methods.

Rapporteur:

- **In a *Technical Body***: an individual from an ETSI Full or Associate member organization named for acting as the prime contact point for an ETSI *Work Item* on technical matters and for information on progress throughout the drafting phases.

- **In an *Industry Specification Group***: an individual from an *Industry Specification Group* Member or Participant organization named for acting as the prime contact point for an ETSI *Work Item* on technical matters and for information on progress throughout the drafting phases.

Guest: An individual not formally entitled to join an ETSI meeting but who is invited on an exceptional basis by the Chairman of the meeting.

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A.3 Deliverables

ETSI Group Specification (GS): An *ETSI deliverable*, containing normative provisions, approved for publication by an *Industry Specification Group*.

ETSI Group Report (GR): An *ETSI deliverable*, containing only informative elements, approved for publication by an *Industry Specification Group*.

ETSI Guide (EG): An *ETSI deliverable*, containing only informative elements, approved for publication by application of the *Membership Approval Procedure*.

***ETSI Standard* (*ES*)**: An *ETSI deliverable*, containing normative provisions, approved for publication by application of the *Membership Approval Procedure*.

ETSI Technical Specification (TS): An *ETSI deliverable*, containing normative provisions, approved for publication by a *Technical Body*.

ETSI Technical Report (TR): An *ETSI deliverable*, containing only informative elements, approved for publication by a *Technical Body*.

European Standard (EN): An *ETSI deliverable* containing normative provisions, approved for publication in a process involving the *National Standards Organization*s and/or ETSI National Delegations with implications concerning *Standstill* and *National transposition*.

***Harmonised Standard (HS)*:** An European standard adopted on the basis of a request made by the Commission for the application of Union harmonisation legislation.

Special Report, (SR): An *ETSI deliverable*, containing only informative elements made publicly available for reference purposes.

A.4 Deliverables - previous nomenclature

Amendment: An *ETSI deliverable* defining a change other than editorial to a published *ETS*, I-ETS, *ETR* or *TBR*, approved by a *Technical Body* and the subsequent approval procedure used for that type of *ETSI deliverable*.

***Corrigendum*:** An *ETSI deliverable* defining an editorial change to a published *ETS*, I-ETS, *ETR* or *TBR*, published by the Secretariat in consultation with a *Technical Body* Chairman.

***European Telecommunication Standard* (*ETS*)**: An *ETSI deliverable*, containing normative, provisions approved for publication in a process involving the *National Standards Organization*s and/or ETSI National Delegations with implications concerning *Standstill* and *National transposition*.

***Interim European Telecommunication Standard* (I-ETS):** An *ETSI deliverable*, containing normative provisions, approved for publication by weighted national voting, with no *Standstill* or *National transposition* implications.

***ETSI Technical Report*, (*ETR*)**: An *ETSI deliverable*, containing informative elements, approved for publication by a Technical Committee.

***GSM Technical Specification* (*GSM-TS*)**: An *ETSI deliverable* approved for publication by the Special Mobile Group.

***Technical Basis for Regulation* (*TBR*)**: An *ETSI deliverable* produced under a mandate from the European Commission specifically for the purpose of European regulation containing only essential requirements (as defined in European Directive 91/263/EEC and 93/97/EEC, now replaced by 98/13/EC), approved for publication by weighted national voting, with implications concerning *Standstill* and *National transposition*.

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***Technical Committee Reference Technical Report* (*TCR-TR*):** An *ETSI deliverable*, containing informative elements, approved by a Technical Committee for distribution only within ETSI, for mandatory application within Technical Committees concerned.

***Technical Committee Technical Report* (*TC-TR*):** An *ETSI deliverable*, containing informative elements, approved by a Technical Committee for application within the same Technical Committee.

A.5 Approval processes

EN Approval Procedure (ENAP): The process consisting of a combined *Public Enquiry* and weighted national voting used for approval of an EN (see Articles 13.4 and 13.5 of the Rules of Procedure).

***Membership Approval Procedure (MAP)*:** The process, consisting of weighted individual voting by ETSI Full and Associate members, used for the approval of an *ES* or an *EG* (see Articles 11.2.2, 11.3 and 14 of the Rules of Procedure).

***Public Enquiry (PE)*:** The national consultations undertaken by an *National Standards Organization* to evaluate the likely acceptance of a draft *EN* prior to ETSI approval by the weighted national voting procedure. Any comments and proposals received by the *National Standards Organization* are consolidated and forwarded to the ETSI Secretariat at the end of the *EN Approval Procedure* or *Public Enquiry* (see Article 13.4 of the Rules of Procedure).

Two-step Approval Procedure (TAP): The process, consisting of a *Public Enquiry* followed by weighted national voting, used only for the approval of an EN produced jointly with a co-operating partner (see Articles 13.4 and 13.5 of the Rules of Procedure).

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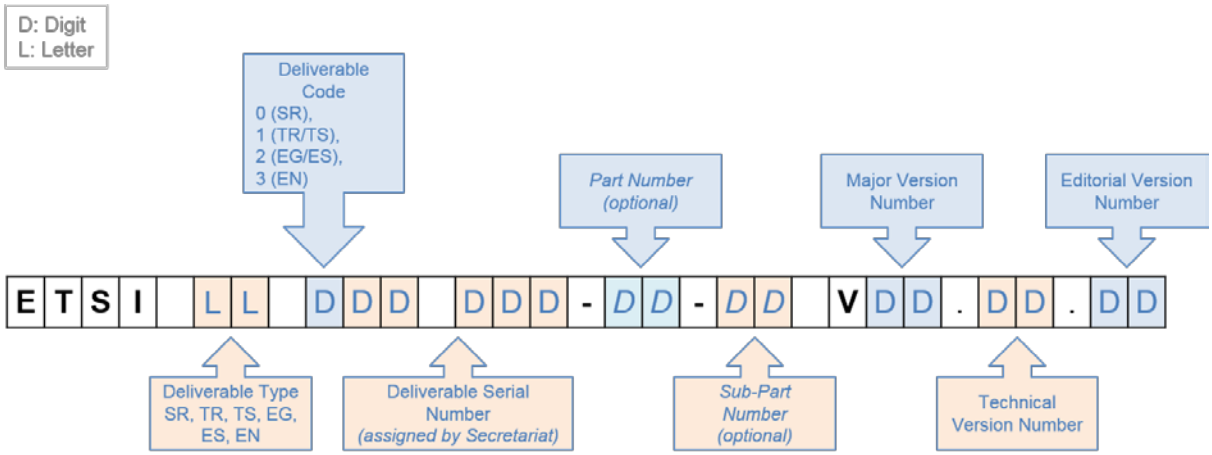
Annex B (normative): Numbering of deliverables

All *ETSI deliverable*s type SR, TR, TS, ES, EG and EN shall follow the same numbering scheme and be drawn from the same numbering series.



EXAMPLES:

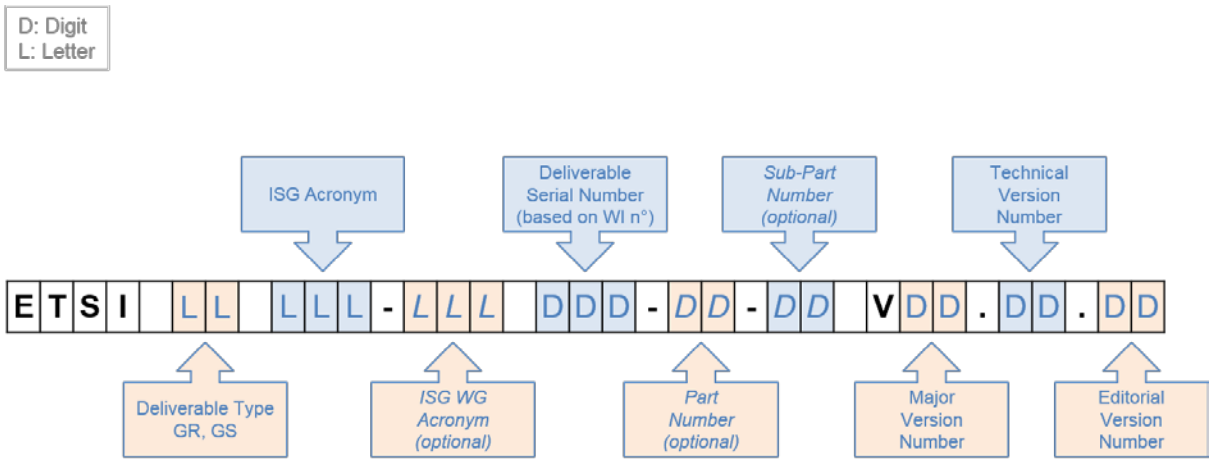
ETSI TS 100 368-01-03 V02.05.11

ETSI TS 100 368 V02.05.11

NOTE: The same serial number (and any part or sub-part number) shall be retained if, for instance, a *TS* later becomes an *ES* or *EN*, or an *ES* becomes an *EN*, or a *TR* becomes an *EG*.

Converted *(I)-ETS*s may keep their original last three figures (e.g. the converted ETSI ETS 300 123, 2nd edition, becomes ETSI EN 300 123 V1.2.1).

All *ETSI deliverable*s type GS or GR shall follow the same numbering scheme and be drawn from the same numbering series:



EXAMPLES:

ETSI GS NFV-IFA 018-02-05 V08.05.12

ETSI GS NFV-IFA 018 V08.05.12

ETSI GS NFV 018 V08.05.12

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Annex C (normative): Handling of deliverables from the previous regime

C.1 New ETSI Work Items

No new *Work Item*s shall be created for deliverable types from the previous regime (i.e. *ETS*, I-ETS, *ETR*, GSM-*TS*, *TCR-TR*, *TC-TR*). No new *Work Item*s for *Amendment*s or *Corrigenda* shall be created.

C.2 Maintenance and withdrawal procedures

C.2.1 Maintenance

If there is a need to maintain a deliverable from the previous regime, other than a *TBR*, then a new *Work Item* of an appropriate new deliverable type shall be created according to Annex E of these Technical Working Procedures. A complete new version of the deliverable shall always be issued (i.e. no *Amendment*s or *Corrigenda* are permitted).

Where the chosen type for the maintenance deliverable is *EN* it shall be adopted by the application of the *EN Approval Procedure* or the *Two-step Approval Procedure* for ENs produced jointly with a co-operating partner.

A subsequent edition of a *TBR* should be adopted by application of the *EN Approval Procedure*.

C.2.2 Withdrawal

A *TBR*, *ETS* or I-ETS shall be withdrawn by application of the withdrawal procedure for an *EN*.

All remaining deliverable types from the previous regime shall be withdrawn by a decision of the responsible *Technical Body*.

TECHNICAL WORKING PROCEDURES

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Annex D (normative): Requirements for the establishment of a new Technical Body

The first step in establishing a new *Technical Body* should be the establishment of a Terms of Reference (for a Technical Committee) or a Terms of Reference and a Project Requirements Definition (for an ETSI Project or ETSI Partnership Project) by, for example, the General Assembly, an existing *Technical Body* or a group of four or more ETSI Full and/or Associate members.

The following information (part A and part B) shall then be provided by the proposers of a new *Technical Body* in order to be formally approved (see Clause 1.2). They should be contained in a Terms of Reference and/or Project Requirements Definition. The initial definition may contain the complete description of the detailed *Work Item*s or a draft description of *Work Item*s to be refined by the new *Technical Body*. Visibility of the initiation of a new *Technical Body* shall be assured.

D.1 Requirements common to all types of *Technical Body*

For the establishment of a new *Technical Body*, the following shall be provided:

Part A (changes to these items require further approval - see Clause 1.2):

a) Terms of Reference and the technical objective(s);
b) an analysis concluding that the proposed task is within the ETSI field of interest;
c) an analysis stating why any overlapping or complementary elements (with reference to existing work or Terms of Reference of any existing Technical Committee or Project) is regarded as desirable shall be provided;
d) a Project Plan;
e) the *Technical Body* shall have selected its Chairman (see Clause 1.3.1 for details of appointment);
f) the total resource requirement shall be estimated and the source of these resources shall be identified;
g) any ETSI Secretariat resources required by a *Technical Body* shall be specified.

Part B (changes to these items do not require further approval - see Clause 1.2):

a) at least four ETSI Full and/or Associate members shall have declared their willingness to provide resources;
b) the planned deliverables and their delivery dates shall be identified;
c) any requirement for *Standstill* shall be described;
d) the internal organization to be used shall be described;
e) any committee/project-external ETSI resources required (i.e. outside those provided by the *Technical Body* participants) shall be specified. Technical Committees can require external resources in the form of a Specialist Task Force or input from another Technical Committee. ETSI Projects and ETSI Partnership Projects can require external resources in the form of a Specialist Task Force or a subcontract with a Technical Committee for a specific task;
f) maintenance arrangements for deliverables shall be specified.

D.2 Additional requirements for ETSI Partnership Projects

Part A (changes to these items require further General Assembly approval):

a) the project decision/voting system to be used, if other than ETSI's;
b) the working procedures and policies (including IPR policies) to be used, if other than ETSI's;
c) legal status with respect to copyright for non-*ETSI deliverable*s and liability should be defined;
d) if non-*ETSI deliverable*s are produced, any other policies applying to these shall be specified;
e) requests for ETSI Secretariat resources and funding provisions shall be specified.

Part B (changes to these items do not require further General Assembly approval):

a) non-ETSI member supporters shall be identified;
b) arrangements for maintenance of deliverables shall be specified.

D.3 Requirements for the establishment of an Industry Specification Group

For the establishment of a new *Industry Specification Group*, the following shall be provided:

Part A (changes to these items require further approval - see Clause 3.2):

a) Terms of Reference and the technical objective(s) including the expected impact of its results on the Work Programme of the ETSI Technical Organisation;
b) an analysis concluding that the proposed task is within the ETSI field of interest;
c) an analysis stating why any overlapping or complementary elements (with reference to existing work or Terms of Reference of any existing Technical Committee or Project) is regarded as desirable shall be provided;
d) the time plan for work of the group, subject to a maximum initial duration of two years;
e) the name of the initial Convenor (representing an ETSI Full or Associate member (or Applicant member) having signed the relevant *Industry Specification Group* Member Agreement;
f) the total resource requirement shall be estimated and the source of these resources shall be identified;
g) any ETSI Secretariat resources required shall be specified.
h) the draft *Industry Specification Group* Member and Participant Agreements.

Note: This should be prepared in co-operation with the ETSI Legal Advisor.

Part B (changes to these items do not require further approval - see Clause 1.11.1):

a) at least four ETSI Full and/or Associate members (or Applicant members) shall have declared their support and willingness to provide resources;
b) the planned deliverables and their delivery dates shall be identified;
c) the internal organization to be used shall be described;
d) any committee/project-external ETSI resources required (i.e. outside those provided by the *Industry Specification Group* Participants) shall be specified;
e) maintenance arrangements for deliverables and/or transition arrangements for the organisation structure shall be specified;
f) the relationship with ETSI Technical Organisation shall be specified (i.e. list the interfaces between the *Industry Specification Group* and ETSI *Technical Bodies*).

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Annex E (normative): Choice of ETSI deliverable type

The output of a *Work Item* (other than a "miscellaneous" *Work Item*) in the *ETSI Work Programme* shall be an *ETSI deliverable* chosen according to the following rules.

NOTE: Other rules may apply to:
- an ETSI Partnership Project, as defined in the agreement or contract between ETSI and the Partners.
- an ETSI *Industry Specification Group*, as defined in the group's terms of reference.

E.1 Specifications and Standards

E.1.1 ETSI Technical Specification

The *TS* (*ETSI Technical Specification*) is the preferred deliverable when the document contains normative provisions and short time to "market", validation and maintenance are essential.

A *TS* may later be converted to an *ES* or an *EN*, or be used to publish the contents of a draft *ES* being sent for vote or a draft *EN* being sent for *Public Enquiry* or vote.

E.1.2 ETSI Standard

The *ES* (*ETSI Standard*) shall be chosen when the document contains normative provisions and it is considered preferable or necessary that the document be submitted to the whole ETSI membership for its approval.

E.1.3 European Standard

The *EN* (*European Standard*) is the formal output for standardization at the European level and shall be chosen when the document is intended to meet needs specific to Europe and requires transposition into national standards or when the drafting of the document is required under an EC/EFTA standardisation request.

In a standardization project encompassing drafting of several or many deliverables, only those parts of the project that fulfil the above justification shall become *EN*s; the other parts shall become *TS*s, *TR*s or *ES*s, as pertinent.

For emerging technologies, the output shall be directed to *TS*s until the provisions have become "stable" even if the above justification is fulfilled.

E.2 Guides and Reports

E.2.1 ETSI Technical Report

The *TR* (*ETSI Technical Report*) is the default deliverable when the document contains only informative elements.

E.2.2 ETSI Guide

The *EG* (*ETSI Guide*) shall be chosen when the document contains informative elements providing guidance on handling of technical standardization activities in the whole or major parts of the Technical Organization.

E.2.3 ETSI Special Report

The *SR* (ETSI *Special Report*) shall be used for any other kind of document containing informative elements of general ETSI member or public interest. The *SR* is also the appropriate deliverable type for a deliverable with dynamic content generated by a software application on the ETSI web site on the basis of database content.

TECHNICAL WORKING PROCEDURES

Annex F: VOID

Note: This Annex was deleted at Board#75 as a part of the implementation the STF Review Recommendations.

TECHNICAL WORKING PROCEDURES

Annex G (normative): IPR Information Statement and Licensing Declaration

This Annex previously contained the ETSI IPR Information Statement and Licensing Declaration forms which have been moved to the ETSI IPR Policy itself (RoP Annex 6).

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Annex H (informative): Guidelines for the implementation of the Specialist Task Force process

H.1 Call for Expertise structure

The Call for Expertise will include the following elements:

- **Information for the applicants**
  - Identification of the subject and background information on the Specialist Task Force
  - Deadline to submit proposals
  - Instructions to submit proposals
  - Information on how proposals will be processed and the expected time scale
  - Detailed Specialist Task Force Terms of Reference
  - Contact persons in ETSI for more information

- **Form to answer the Call for Expertise**
  - Identification of the applicant service provider and contact persons
  - Competence, qualification and references justifying ability to perform the work
  - Proposed approach and critical review of how the requirements in the Specialist Task Force Terms of Reference can be achieved in the most efficient way
  - Proposed contribution to each specific task
  - Availability to cooperate with other service providers (if applicable)
  - Financial information (offered price for performance of the proposal)

- **Legal framework (Terms and Conditions)**

H.2 Criteria for the assessment of answers to the Call for Expertise

The following evaluation criteria will be applied to all proposals received in response to a Call for Expertise, in order of priority:

- Evidence that the applicant service provider has the necessary structure and expertise to ensure delivery as proposed
- Reference to current or previous activities in the specific technical domain of this project
- Critical review of the most efficient way to achieve the objectives in the Specialist Task Force Terms of Reference
- Effective proposed approach/methodology for the execution of the tasks
- Implementation schedule
- Clear pricing policy

Compliance with the first two criteria is mandatory. Proposals that are not considered to comply with these criteria will be discarded.

Priority will be given to technical quality of the proposals. Pricing considerations will be taken into account to ensure that the best value for money is achieved. Compatibility with the maximum budget agreed by the Board or available from the EC/EFTA financial quotation or from voluntary funding, will be verified before placing a service contract.

H.3 Specialist Task Force Leader

The Specialist Task Force Leader shall be appointed by the Director-General in consultation with the relevant *Technical Body* Chairman, from one of the service providers.

Considering the particular responsibility of the Specialist Task Force Leader in the management of ETSI resources, this role should be reserved to ETSI member organizations.

A staff member of the ETSI Secretariat may also be appointed as Specialist Task Force Leader. The resources spent by the ETSI staff to contribute to the Specialist Task Force work may be accounted under the Specialist Task Force budget

TECHNICAL WORKING PROCEDURES

The Specialist Task Force Leader acts as the interface with the ETSI Secretariat for management of the Specialist Task Force, and with the reference *Technical Body* Chairman for technical control.

Under the supervision of the ETSI Secretariat and the reference *Technical Body* Chairman, the Specialist Task Force Leader is responsible to:

- monitor budget use, in coordination with the ETSI Secretariat;
- manage the Work Plan as required to achieve the objectives settled in the Terms of Reference;
- represent the Specialist Task Force in meetings with the reference *Technical Body* and/or external organizations;
- propose mission travels for the service providers' personnel;
- report on the progress of the Specialist Task Force;
- validate the time sheets declaration of the service providers' personnel, for measuring the performance indicators of the service providers and for cost tracking requirements of the EC/EFTA (for the avoidance of doubt, payments are not linked to time spent by service providers' personnel);
- coordinate the support of the ETSI Secretariat for the day-to-day activity of the Specialist Task Force;
- make requests or suggestions to the ETSI Secretariat on behalf of the Specialist Task Force;
- provide the final deliverables to the reference *Technical Body* and the ETSI Secretariat.

H.4 Specialist Task Force planning

The Specialist Task Force Leader, in consultation with the reference *Technical Body* Chairman and the ETSI Secretariat, shall prepare a detailed Work Plan for the execution of the work, to achieve the objectives settled in the Terms of Reference approved by the Board.

The Work Plan shall include the following elements:

- updated schedule for the availability of the base documents;
- milestones and reporting schedule;
- deliverables schedule;
- tasks and resources assigned to the service providers;
- travel plan for the participation of service providers' personnel to meetings and events;
- working sessions schedule and location.

The Specialist Task Force activity shall not start until the Work Plan has been established and endorsed by the reference *Technical Body* Chairman and the ETSI Secretariat. The Specialist Task Force Leader will inform the reference *Technical Body* Chairman and the ETSI Secretariat of any changes in the Work Plan and agree with them on the corrective actions required.

H.5 Specialist Task Force reporting and expenditure control

The Specialist Task Force Leader will report on the progress of the work, according to the Work Plan schedule. In addition, if relevant, the Specialist Task Force Leader will provide the reports required in the contract with EC/EFTA or with the funding members. These reports (which generally represent a contractual milestone) shall be approved by the relevant *Technical Body* Chairman and the Director-General or their representatives to authorize the payment of the work performed by the service providers to achieve the relevant milestone. The ETSI Secretariat shall provide the necessary support and guidance to the Specialist Task Force Leader to prepare the reports and manage the approval process.

Whenever possible, the contractual milestones will be set to match a plenary meeting of the *Technical Body*, Working Group or Steering Committee, so that the reports can be reviewed and endorsed by the delegates, before the approval by the *Technical Body* Chairman and the Director-General.

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Annex J (normative): Template for Public Enquiry comments and the Resolution Reports

***<action type> <action number>*: Comments on Draft ETSI EN *<ETSI number>* V<#>**
<Deliverable Title>
<TB information>

Example:
PE 20060623: Comments on Draft EN 302 454-1 v1.1.1
Electromagnetic compatibility and Radio spectrum Matters (ERM);
Meteorological Aids (Met Aids);
Radiosondes to be used in the 1 668,4 MHz to 1 690 MHz frequency range;
Part 1: Technical characteristics and test methods
ERM TG25 ERM Aeronautical

Note to *Technical Body*: Please identify for each comment whether it has been **Noted**, **Accepted**, **Accepted with Modifications** or **Rejected** and, for non-editorial comments, give some short explanation.

National Committee	**Clause/ Sub-Clause**	**Paragraph Figure/ Table**	**Type of comment** (General/ Technical/ Editorial)	**COMMENTS**	**Proposed change**	**OBSERVATIONS** on each comment submitted

Annex K (Informative): Work Item proposal form

Work Item details

Which body is responsible? **<TB/ISG Name>**	**Sub Group:** < Working/task Group> **Project:** _____
WI reference number (if known): _____ *(number will be allocated by Secretariat if not shown)*	**Will an STF be requested?** [Yes / No] STF number (if known): _____ **EC Standardisation Request number (if relevant):** BC-_____

Formal title of deliverable: _____ ;
_____ ;
_____ .

Working title: _____
_____

Scope of work to be undertaken: _____
_____
_____

Rapporteur (named individual person): name: <Forename> <FAMILY NAME> organisation: _____ e-mail: _____	**Supporting ETSI member organisations:** **(name at least four)** 1. _____ 4. _____ 2. _____ 5. _____ 3. _____ 6. _____

Deliverable document details

What type of document will be produced? **EN[ ] EG[ ] ES[ ] TS[ ] TR[ ] SR[ ] GS[ ] GR[ ]** **For EN deliverables only:** – Is the draft EN to be approved by EN Approval Procedure or Two-step Approval Procedure? **[ENAP / TAP*]** – Harmonised Standard? **[Yes / No]** – Directive: _____ *** TAP may only be used for ENs produced jointly with a co-operating partner (e.g. CEN or CENELEC).**	**Is it a new document or a revision of an existing one?** **[new / revision]** **If a revision, state the deliverable (e.g. TS 102 987 v1.1.1) *being revised*:** _____ edition / version _____

Hierarchy: if this Work Item fits in a hierarchical tree (see TWP Clause 1.6.1), its position shall then be indicated here by giving the reference of its **parent node** (WI reference / deliverable number / topic name): _____

Work schedule

Milestone name	Target date
• TB/ISG adoption of WI	dd/mm/yyyy
• Early Draft	dd/mm/yyyy
• Stable Draft	dd/mm/yyyy
• Draft for approval	dd/mm/yyyy
• WG approval	dd/mm/yyyy
• TB/ISG approval	dd/mm/yyyy
To be published as version:	**V__ . __ . __**

Remarks: _____
_____

Environmental Aspects **[Yes / No]** ***Key aspects (in an overall perspective):*** • *Power consumption and saving mechanisms* • *Operational conditions* • *Other matters* ***Comment:***	***User /Consumer Aspects*** **[Yes / No]** ***Key requirements:*** • *accessibility & Usability* [Yes / No] • *user security* [Yes / No] • *privacy* [Yes / No] • *safety* [Yes / No] ***Comment:***
Security Aspects **[Yes / No]** *Comments:*	**Keywords** (at least 2 from those available at (http://webapp.etsi.org/ContextHelp/WorkProgram_help.asp?type=CODES_KEYWORDS) _____; _____; _____; _____

Annex L (normative): Use of Change Request process

L.1 Change Control mechanism

This annex gives requirements for a simple Change Control mechanism with a single level of approval. More complex *Change Request* (CR) approval processes can be derived from the following by adding an extra approval step.

L.2 Change Request regime

Change Requests shall be approved prior to implementation in the resulting draft deliverable.

The first raised and approved *Change Request* on a *published ETSI deliverable* requires the creation of a new *Work Item*

If there is already a revision *Work Item* open, then there is no need to create a new one.

The new *Work Item* is then considered to be under Change Control: any change which may be identified for inclusion shall be accomplished by means of a *Change Request* (CR) except for comments received during *Public Enquiry* using the template in Annex J.

Subsequent *Change Requests* to this draft deliverable are handled under this new *Work Item* until the resulting version is approved by the *Technical Body*. A *Change Request* appearing after this point in time will generate another new *Work Item*.

A *Change Request* shall always relate to a specific version of a deliverable.

A *Change Request* shall be approved or rejected in its entirety. That is, the modifications proposed by the CR shall either be accepted without change, or unconditionally rejected.

A *Change Request* shall have a unique CR number (for that deliverable) allocated (see Clause L.5.1).

Where two or more CRs pertain to the same deliverable, the responsible group shall check for potential interaction amongst those CRs to ensure that, if all are approved, each is able to be implemented without contradicting any other. None of them should contain the proposed modifications of another. Any potential interaction between the modifications shall be resolved before approval of the "colliding" CRs.

The meeting report shall record the decisions on each CR proposal (see Clause L.5.4).

Following the approval of one or more *Change Request*s, the rapporteur shall then issue a new draft version of the deliverable, containing the implemented CRs (see details in Clause L.5.5).

An individual *Change Request* shall contain a cover, providing related management information, and specific proposed change to the corresponding deliverable's contents.

When a CR is presented for approval, the CR form shall have been correctly completed. If it is not, then the CR shall be rejected.

L.3 Change Request cover

Each *Change Request* cover sheet shall provide the following information:

- target deliverable and version number
- title
- source (ETSI Full or Associate member)
- *Work Item* reference
- category, according to the category codes defined in the table below

The *Change Request* cover template is provided in Annex M.

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Cat	Meaning	Remarks
A	Corresponds to a correction to an earlier Release/Version	May be used only if a *Category F* CR has been approved for an earlier release. "Earlier release/version" means either an earlier major version of the same deliverable or a major version of the equivalent deliverable from which the deliverable was created. If a change to an earlier release affects a section which has a counterpart in a later release, then the corresponding *Category A* CR to the *later version*(s) shall be presented for approval together with the *Category F* CR to the *earlier version*.
B	Addition of feature	New feature proposal to be added to the Release; the reference is *not* to the Deliverable itself. This will normally correspond to an identified *Work Item*. This category shall not be used for a frozen Release.
C	Functional modification of feature	Any functional modification shall correspond to an identified *Work Item*. However backward compatibility shall be ensured. This category shall not be used for a frozen Release.
D	Editorial modification	Editorial modifications shall have no impact on an implementation. An editorial modification CR to a frozen Release shall not be permitted.
E	(not used)	
F	Correction	Used: 1 to correct an error in the deliverable (i.e. a clear instruction in the deliverable which leads to incorrect operation of the system); or 2 to correct an ambiguity in the deliverable which could lead to different implementations which cannot inter-operate; or 3 to add a part of a functionality agreed for the Release found to be missing in the deliverable; or 4 to remedy the incorrect implementation of a previously approved CR; or 5 to correct a misalignment between the deliverables (stage 1, stage 2 and stage 3) for a feature or service. Corrections can lead to functional modification, but these shall be considered as Category F.

L.4 Change Requests content

Each CR shall have attached the text of the deliverable that is affected by the CR. This text shall have the proposed modifications clearly marked, by means of the word processor's "revision marks".

Example of "revision marks" usage:
----[Start]----
A road speed limit is the ~~minimum~~ maximum speed allowed by law for road vehicles. Speed limits are commonly set and enforced by the legislative bodies of nations or provincial governments, such as countries within the world.

In addition to setting an explicit ~~minimum~~ maximum speed limit, most governments also enforce speed limits that are related to driving conditions; for example, requiring drivers to adjust their speed when driving in f~~r~~og or heavy ~~b~~rain.
----[End]----

L.5 Handling of the Change Requests

L.5.1 CR identification

A given CR is uniquely defined by:

- the *ETSI deliverable* to which it belongs;
- the CR number

IMPORTANT: The uniqueness of CR numbers is relative to the *ETSI deliverable* serial number, not to the *Work Item* reference.

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For a given deliverable, CR numbers shall be unique and shall never be reused.

L.5.2 Impact on other deliverables and joint CRs

If the content of a CR is such that it also affects other deliverables than the target deliverable, then corresponding CRs shall also be produced with respect to these other deliverables.

CRs shall not be approved unless the potential impact on other deliverables has been thoroughly examined, either resulting in a "No impact" statement or in a full and consistent set of corresponding CRs to all affected deliverables.

Such sets of CRs should be combined into a single document, and called "*Joint CRs*". Approval of all joint CRs by the responsible groups is a precondition to the implementation of each individual CR.

L.5.3 Decisions on CRs, and results

The responsible group shall consider and conclude on each CR independently, except for Joint CRs, which are handled and concluded together; the decision on each CR shall be one of the following:

Decision	Meaning
Approved	Contents to be incorporated in the deliverable.
Rejected	CR not accepted.
Postponed	Concept of CR seems acceptable in principle but further refinements are necessary. CR is sent back to the source for revision and possible re-submission at a later meeting.

L.5.4 Control and notification of CR decisions

At the end of each meeting, the meeting report shall show the decisions for all a CRs discussed during the meeting.

Example CR summary table:

Contribution nb	*Target deliverable*	*version*	***Verdict***	*CR#*	*CAT*	*New Version*	*WI Reference*	*Title*
EE4(08)_87	*203 018*	*2.1.8*	*Rejected*	*-*	*F*			*IP Realm/Domain Indication*
EE4(08)_88r1	*203 018*	*2.1.8*	*Approved*	*43*	*F*	*2.1.9*	*RES/EE-0098*	*Two-Stage Resource Reservation*
EE4(08)_91r1	*203 018*	*2.1.8*	*Approved*	*44*	*D*	*2.1.9*	*RES/EE-0098*	*Media Inactivity Detection*
EE4(08)_93r1	*203 018*	*2.1.8*	*Approved*	*45*	*F*	*2.1.9*	*RES/EE-0098*	*Conditions for Address Policing*
EE4(08)_94r1	*203 018*	*2.1.8*	*Approved*	*46*	*F*	*2.1.9*	*RES/EE-0098*	*Bandwidth Control*
EE4(08)_95	*203 018*	*2.1.8*	*Rejected*		*F*			*SDP "b=" line as Peak Bitrate*
EE4(08)_96r1	*102 035*	*1.1.6*	*Approved*	*1*	*D*	*1.1.7*	*RTS/EE-0100*	*RTCP Forwarding*
EE4(08)_97r1	*102 035*	*1.1.6*	*Approved*	*2*	*F*	*1.1.7*	*RTS/EE-0100*	*Comparison with Ia Profile V1*
EE4(08)_98r1	*102 035*	*1.1.6*	*Approved*	*3*	*F*	*1.1.7*	*RTS/EE-0100*	*Optional support of SDP*

L.5.5 Updating and release of new versions of the deliverables

Following approval of one or more *Change Request*s to a given deliverable, the Rapporteur responsible for the deliverable shall edit the original deliverable to incorporate the approved changes and issue a new draft version of that deliverable. This then becomes the Latest Draft against which subsequent *Change Request*s will be based.

NOTE: an appreciated common practice for rapporteurs consists in updating the history box of the resulting draft, listing the CRs implemented in this version.

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History box Example 1:

Document history		
V1.1.1	May 2006	Publication
V1.2.1	March 2008	CR1, CR2 implemented in new WI
V1.3.1	April 2008	CR3, CR4, CR5 implemented
V1.3.2	May 2008	CR6 editorial corrections
V1.3.3	June 2008	Clean-up by ETSI Secretariat

History box Example 2: (derived from the CR summary table in Clause L.5.4)

Contribution nb	CR#	CAT	Title	Current version	new Version
EE4(08)_88r1	43	F	Two-Stage Resource Reservation	2.1.8	2.1.9
EE4(08)_91r1	44	D	Media Inactivity Detection	2.1.8	2.1.9
EE4(08)_93r1	45	F	Conditions for Address Policing	2.1.8	2.1.9
EE4(08)_94r1	46	F	Bandwidth Control	2.1.8	2.1.9

TECHNICAL WORKING PROCEDURES

Annex M (informative): Change Request Form

CHANGE REQUEST

Deliv_Number **Version x.y.z** **CR CRNum** **rev** -

CR Title:

Source:

Work Item Ref: ***Submission date:*** dd/mm/yyyy

Category: ***Release:***

Use one of the following categories:

F *(correction)*
A *(corresponds to a correction in an earlier release)*
B *(addition of feature)*
C *(functional modification of feature)*
D *(editorial modification)*

Reason for change:

Summary of change:

Clauses affected:

Other deliverables affected:

Other comments:

TECHNICAL WORKING PROCEDURES

Annex N (normative): Contribution Header Template

Note: fields marked with an * are mandatory, others are optional..../...

Title*: **Document title**

from **Source***: Organization(s) or Committee/Working Group or Role (1)
Submitted **To***: Committee/Working Group to which this contribution is addressed

Document for*:
Only one "X"

Decision	X	← a decision is formally requested from the addressed (sub-)committee
Discussion		← the contribution is expected to be presented and discussed, but no decision is formally requested
Information		← the contribution does not require discussion,

Submission date*: yyyy-mm-dd (date when the present contribution was uploaded)

Agenda Item: Meeting agenda item addressed by this contribution
Contact: *< Firstname LASTNAME> [, on behalf of < xxx >]*
Relevant WI(s), or deliverable(s): Work Item(s) or ETSI deliverable(s) to which this contribution pertains (if any)

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(1) If the submitter wants to indicate his role (Chairman, Vice Chairman, Secretary, rapporteur,…) this is the place to do it

TECHNICAL WORKING PROCEDURES

Annex P (normative): Basic Co-operation Agreement between CEN, CENELEC and ETSI

Basic Co-operation Agreement
between
CEN (the European Committee for Standardization);
CENELEC (the European Committee for Electrotechnical Standardization); and
ETSI (the European Telecommunications Standards Institute),

the officially recognised organisations responsible for developing and defining standards at European level. These standards set out specifications and procedures in relation to a wide range of products and services, thereby facilitating commerce and industry throughout the European Single Market.

In this Agreement, CEN, CENELEC and ETSI may also be individually referred to as “Party” or European Standards Organisation (“ESO”), or collectively as “Parties” or “ESOs”.

The Agreement considers in the light of new technologies, mandated work and areas of common interest the increasing need to facilitate co-operation and collaboration between the three Parties and to share the expertise of the standards-making experts.

The present Agreement supersedes version 2.3.0 which was established in 2000. The history of the Agreement is provided for reference in Annex 4.

1 Preamble

The Parties: recognise

that their field of competencies in some areas of standardization, e.g. ICT, are tangential and partly overlapping. Converging technologies contribute to an increasing number of areas of common interest,

have agreed to provide the public with a complete and consistent set of standards and other consensus documents;

- to maximise the efficient use of scarce resources, by
- preventing duplication of work by CEN, CENELEC and ETSI;
- identifying any gaps in the work programmes;
- clarifying responsibilities;
- providing a guideline for common activities.

The present agreement is considered as the framework for co-ordination and co-operation, both on strategic issues and the actual process of standardization.

This agreement provides a key reference point for the European Commission and EFTA Secretariat in their work relating to standardization.

This agreement provides the opportunity, where appropriate, to work together as partners, collaborating as appropriate with other partners including the global formal standards organisations ISO, IEC and ITU.

2 Details of Agreement

a. The Joint Presidents’ Group (JPG)

The JPG shall be kept informed on the liaison and collaborative activities. However, the JPG may on request or on its own initiative intervene in the activities and shall have a role of arbitration whenever consensus is not achieved between individual Parties at working level.

The JPG’s Terms of Reference are at Annex 1 to this Agreement.

TECHNICAL WORKING PROCEDURES

b. Liaisons and information exchange

Technical Bodies of each ESO may set up a liaison with a *Technical Body* of one or more of the other ESOs. Such a liaison shall follow one of the modes of co-operation as defined in Annexes 2 and 3.

For liaison with ISO, IEC and ITU, the Parties and their *Technical Bodies* shall take due account of the CEN-ISO, CENELEC-IEC and ETSI-ITU partnerships. Other cross liaison should only be established in exceptional cases, or where the field of competence requires it.

c. The 5 modes of co-operation

Continuous efforts shall be made to minimise the overlap areas between CEN, CENELEC and ETSI by entrusting areas of work to a particular ESO, where possible.

For areas of work so entrusted the relevant parties (CEN-ETSI or CENELEC-ETSI or CEN-CENELEC or CEN-CENELEC-ETSI) shall agree through either the Directors General or the Joint Presidents' Group (for arbitration if necessary) on how the views and interests of the other(s) are taken fully into account, by selecting one of the 5 modes of co-operation as defined in Annex 2.

Rights and duties concerning the modes of cooperation are detailed in Annex 3.

d. Co-operation of Secretariats

The Secretariats from the three ESOs shall co-operate in the implementation of this agreement, and shall assist their *Technical Bodies* in maintaining the liaisons and collaborative working. This may also include the exchange of relevant deliverables to allow the *Technical Bodies* to inform themselves and analyse the content of the other ESOs publications for normative reference purposes.

The Secretariats shall maintain a record of liaison and collaborative activities.

e. Conflict management

Working results should be based on consensus as described in Annex 2. Missing consensus and blocking situations on technical issues or procedural aspects should be reported to the relevant Secretariats or Boards. If an acceptable solution cannot be found at that level, the JPG will be consulted.

3 Entry into force, duration and termination

This Agreement shall come into effect on the date of its signature as indicated below and remain valid for a period of 5 (five) years, and can be renewed for additional five-year periods by mutual consent only.

Either Party may terminate this Agreement anytime by giving 6 (six) months' notice to the other Parties.

(made in three copies, Sophia Antipolis, 7 May 2013)

TECHNICAL WORKING PROCEDURES

P Annex 1: Terms of Reference CEN-CENELEC-ETSI Joint Presidents' Group

Authority:

CEN-CENELEC-ETSI Basic Co-operation Agreement

Responsibilities:

The function of the JPG is to act as a forum for top-level agreement between the ESOs of matters of common policy. It should be seen as a coordination group and to serve as a basis for consultation of the members on matters affecting all three organisations.

Objectives:

JPG will be:

- A place for collaboration on policy issues affecting European standardisation, reaching common positions and proposals;
- A place for overseeing collaboration between the three ESOs on common technical, promotional, external relations and other matters;
- A focus for organising joint meetings, conferences and other events to promote European standardisation and how we work.

Participation:

- Up to five senior representatives per ESO, one to be the Chairman appointed by each ESO in turn, in annual rotation;
- The ESO External Relations Officer;
- The Directors-General of CEN and CENELEC and of ETSI;
- The JPG Secretary, rotated every three years between CCMC and the ETSI Secretariat;
- Other persons per meeting by invitation of the Chairman.

Working methods:

- JPG will reach common positions of the three ESOs, in relation to matters of general interest to all three, including policy issues, representational statements, responses to European Commission consultations, etc.;
- JPG will work by consensus, with representation of minority views in positions reached where appropriate;
- There will be a minimum of two meetings a year, with work electronically between meetings;
- JPG agendas will be available one month before meetings, and decision documents two weeks before meetings, except in urgent circumstances with the meeting's agreement;
- JPG documents will be on an electronic document server accessible to all participants;
- JPG will create Working Groups and ad hoc Task Forces where appropriate and necessary;
- The participants will reach fast agreement electronically where necessary.

Reporting groups:

Longer-term groups reporting to JPG are:

- the CEN-CENELEC-ETSI Joint Presidents' Group External Relations Committee,
- the CEN-CENELEC-ETSI Joint Working Group on Rules and Processes[14],
- the CEN-CENELEC-ETSI Joint Working Group on Education about Standardization.

JPG may agree ad hoc Task Forces where necessary should be set up to decide particular issues. These will work quickly and be closed as soon as the task laid down is complete. Other persons not in JPG may be involved, where appropriate.

[14] JPG shall endorse the Terms of Reference of the WG R&P, which will submit regular progress reports to it and arbitrate any consensus problems. On the other hand, the detailed operational decisions taken as a result of the WG R&P discussions shall be subject to the approval of the CEN and CENELEC Technical Boards and the ETSI Board under their respective usual procedures

TECHNICAL WORKING PROCEDURES

TECHNICAL WORKING PROCEDURES

P Annex 2: The 5 modes of co-operation

Mode 1 – Informative relation

One Party is fully entrusted with a specific work area and keeps the other(s) informed of all progress.

Mode 2 – Contributive relation

One Party should take the lead of work and the other(s) may make written contributions during the progress of this work. This relation includes also full information sharing via nominated observers.

Mode 3 – Sub-contracting relation

One Party is fully entrusted with the realisation of work for an identified item(s), but due to specialisation of the other, a part of the work is subcontracted and that part is prepared under the responsibility of the second Party. The subcontracting Party shall make necessary arrangements to guarantee the correct integration of the resulting sub-contracted work into the main part of the programme. To this end, the public enquiry (if the output is an EN) is handled by the Party being the main contractor for the standardization task.

Mode 4 – Collaborative relation

One Party takes the lead in the activities but the work sessions and meetings receive delegates from the other(s) who have observer status and who assure the technical liaison with the other Party. Such observers should have rights as defined in Annex 3.

Mode 5 – Integrated relation

1 Joint CEN-CENELEC technical work

Clause 4.2.1.3 of the CEN/CENELEC Internal Regulations – Part 2 applies.

2 Joint technical work with ETSI participation

2.1 The creation of a joint technical body with ETSI participation, the definition of its scope and the allocation of its secretariat shall be decided upon by the Joint Presidents' Group (JPG). These JPG decisions shall be ratified by the ETSI Board and the Technical Board(s) of the other ESO(s) involved.

2.2 Participation in a joint technical body shall be open to ETSI members, national delegations formed by the NSB-NC of the other ESO(s) involved and, in case CEN is involved, CEN Associated members. The European Commission and the EFTA Secretariat may participate as observers. If appropriate, at the discretion of the JPG, representatives from other bodies may participate as observers.

2.3 The Chairman of a joint technical body shall be nominated at its first meeting on the proposal of the Secretariat and endorsed by the JPG.

2.4 The joint technical body shall draft its work programme, clearly indicating the leading ESO for each *Work Item*.

2.5 The work programme, including the assigned leadership of each *Work Item*, shall be endorsed by the ETSI Board and the Technical Board(s) of the other ESO(s) involved.

2.6 The involved ESOs have a joint ownership of the (draft) publications that will hence bear the corresponding logos.

2.7 For each *Work Item*, the drafting rules of the lead ESO shall be applied.

2.8 A joint technical body operates on the consensus of participants.

2.9 The decision to submit a draft to public enquiry is taken by the joint technical body.

2.10 The lead ESO shall organise the public enquiry in accordance with its rules and procedures, with due information to the other ESO(s), in order for the latter to be in a position to inform its/their members and invite them to liaise with their counterpart in the lead ESO if they so wish.

In practice, in case the lead ESO is CEN or CENELEC, ETSI should collect the comments possibly emitted by its stakeholders that are not established in countries covered by CEN and CENELEC and send them to the secretariat of the joint technical body.

2.11 The results of the public enquiry and the comments received are examined by the joint technical body. The latter establishes the resulting final draft for vote.

2.12 The decision to submit a draft to vote is taken by the joint technical body.

2.13 Due to the differences in geographical coverage between ETSI and CEN-CENELEC, a vote is launched separately by each ESO.

2.14 The draft is considered as accepted only if and when approved by all the ESOs involved. If this is not the case, the draft shall be referred back to the joint technical body for further consideration.

2.15 The cover page of any publication resulting from the work of a joint technical body shall bear the logo of each ESO involved. The ESOs involved have a joint ownership of the publications, for which they ensure the distribution in accordance with their respective practices and principles.

2.16 The involved ESOs are jointly responsible for the maintenance of the publication (e.g. the corresponding joint technical body, if still existing, would be tasked with this).

NOTE Any issue of dispute between the involved ESOs will be pursued through the conflict resolution mechanism.

TECHNICAL WORKING PROCEDURES

P Annex 3: ESO's rights and responsibilities in the different modes

	Mode 1	Mode 2	Mode 3	Mode 4	Mode 5 **
Duty to keep other parties informed (Work Programme, agenda and meeting report)	YES	YES	YES	YES	YES
Attend relevant parts of TB/WG/TG meetings *	NO	YES (via a nominated observer)	YES	YES (multiple observers)	YES
Right to intervene in debate	NO	NO	NO	YES (multiple observers)	YES
Be subscribed to TB/WG/TG lists	NO	YES (nominated observer)	NO	YES (multiple observers)	YES
Provide input documents for information to relevant ESO's TBs	NO	YES	YES	YES	YES
Get access rights to documents repositories (e.g. for ETSI docbox; or CEN or CENELEC Livelink or Collaboration Tool)	NO	YES (nominated observer)	NO	YES (multiple observers)	YES
Ability to share working documents received from the other Party with the TB he is representing and with his ESO's Secretariat	NO	YES	NO	YES	YES
Submit contribution to draft deliverable	NO	YES (nominated observer)	only for the sub-contracted part	YES (multiple observers)	YES
Right to formally approve documents	NO	NO	NO	NO	joint decision making
Become TB/WG Official (Chairman/Secretary)	NO	NO	NO	NO	YES
Manage comments resolution processes	NO	NO	only for the sub-contracted part	NO	YES
* may speak when invited by the Chairman ** members of all co-operating ESOs will be entitled to participate.					
NOTE The Party's "observer" status as conferred by this agreement, is not intended to imply any formal statutory relationship.					

TECHNICAL WORKING PROCEDURES

P Annex 4: Document history

Version 1:	First version agreed between the parties in 1990.
Version 2.0.0:	August 1999 - Presented at JPG #37 on 12 January 2000.
Version 2.1.0:	February 2000 - Produced on request of JPG #37.
Version 2.2.0:	February 2000 - Sub Clause 2.5, last paragraph deleted as there is no chance to maintain a complete record on activities according to CEN & CENELEC.
Version 2.3.0:	May 2000 - Revised by the DG/DG on 14 April 2000 and presented to JPG #38 on 9 May 2000.
Version 3:	October 2012 - Draft comprehensive update produced for discussion and approved at JPG #79 of 31 October 2012; ToR of JPG to be annexed.

TECHNICAL WORKING PROCEDURES

Annex Q (informative): PAS Work Item proposal Form

PAS Work Item details

Which Technical Body is responsible? **<TB Name>**	**Sub Group:** < Working/Task Group> **Project:** _____
PAS WI reference number (if known): _____ *(number will be allocated by Secretariat if not shown)*	
Formal title of deliverable: _____	
Working title: _____	**Scope of work to be undertaken:** _____
Rapporteur (named individual person): Name _____ Organisation _____ e-mail _____	**PAS Submitter (named individual person):** Name _____ Organisation _____ e-mail _____

Deliverable document details

What type of document will be produced? **TS[_] TR[_]**	**Is it a new document or a revision of an existing one?** **[new / revision]** **If a revision, state the deliverable (e.g. TS 102 987 v1.1.1) *being revised*:** _____ edition / version _____
Hierarchy: if this Work Item fits in a hierarchical tree (see TWP Clause 1.6.1), its position shall then be indicated here by giving the reference of its **parent node** (WI reference / deliverable number / topic name). _____	
Environmental Aspects **[Yes / No]** ***Key aspects (in an overall perspective):*** • *Power consumption and saving mechanisms* • *Operational conditions* • *Other matters* ***Comment:*** _____	***User /Consumer Aspects*** **[Yes / No]** ***Key requirements:*** • *accessibility & Usability* [Yes / No] • *user security* [Yes / No] • *privacy* [Yes / No] • *safety* [Yes / No] ***Comment:***
Security Aspects **[Yes / No]** *Comments:* _____	**Keywords** (at least 2 from those available at (http://webapp.etsi.org/ContextHelp/WorkProgram_help.asp?type=CODES_KEYWORDS) _____; _____; _____; _____

TECHNICAL WORKING PROCEDURES

Annex R (informative): Overview of the ETSI Partnership Engagements

Engagement	Main Focus	Objectives/deliverables	Approval
Type 1 **Letter of Intent** (LoI)	Initial contact, get to know each other	Exchange operational information and identify common road-maps	1- D-G *signs* 2- Board and GA are informed
Type 2 **Memorandum of Understanding** (*MoU*) *[Partner must be a legal entity]*	• Political • Marketing • Technical *(**without** the possibility of incorporating text and graphics in ETSI deliverables)*	**As above +** • Nomination of observers in ETSI's TBs/ISGs • Exchange of working documents and drafts on a royalty-free basis for information only • Access to Work Programmes in areas of mutual interest • Joint Promotion (i.e. workshops, literature) • Mapping of Areas of Mutual Interest	1- OCG *endorses* 2- Board *endorses* 3- GA *approves* 4- D-G *signs*
	The *MoU* is the first step to initiate technical collaboration and can be promotion oriented.		
Type 3 **Co-operation Agreement** (CA) *[Partner must be a legal entity and an IPR Policy Check performed to determine the compatibility of the Partner's IPR Policy with ETSI's]*	• Political • Marketing • Technical *(**with** the possibility of incorporating text and graphics in ETSI deliverables,* ***with** the possibility of creating a common Work Item to achieve a joint document,* ***with** the possibility of adopting PAS)*	**As above +** • Submission of technical contributions through Supplements **Supplements** • **Materials Supplement** • Incorporation of published text and graphics from the other party into a document. • **Working Supplement** • Joint production of documents. • **PAS Supplement** Adoption of identified Partner's PASs into ETSI TR(s) or TS(s).	1- OCG *endorses* 2- Board *endorses* 3- GA *approves* 4- D-G *signs* 1- Board *approves* 2- D-G signs 3- GA is informed
	The CA makes provision for the incorporation of published text and graphics from the other party into a document and/or foresees joint production of deliverables and/or adoption of PAS		

TECHNICAL WORKING PROCEDURES

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ETSI Information Policy

Version adopted by ETSI Director-General on 5 November 2014

The Information Policy is a simplified expression of the rules contained in various parts of the ETSI Directives.

	ETSI Full member, Associate member, Counsellor, STF Expert, Secretariat	ETSI Observer	NSO	ETSI PARTNER	OTHER
GA documents	YES	YES(1)	YES(1)	NO(2)	NO
Board documents	YES	NO	NO	NO(2)	NO
Technical Organization documents	YES	NO	NO	NO(2)	NO
Special Committee documents	YES(3)	NO	NO	NO(2)	NO
ISG documents	YES	NO(4)	NO(4)	NO(2)	NO(4)
3GPP documents	YES	YES	YES	YES	YES
oneM2M documents	YES	YES	YES	YES	YES
Published Deliverables	YES	YES	YES	YES	YES
ETSI Directives (current version)	YES	YES	YES	YES	YES
ETSI Directives (previous versions)	YES	NO	NO	NO	NO
White papers / Communications & Publicity materials	YES	YES	YES	YES	YES
List of members	YES	YES	YES	YES	YES
Member voting weights	YES	YES	NO	NO	NO
Official Contact information	YES	YES	NO	NO	NO
Members representative contact info	YES	YES	NO	NO	NO
ETSI Work Programme (basic WI info)	YES	YES	YES	YES	YES
ETSI Work Programme (WI details)	YES	NO	YES	NO	NO
Security Algorithms	P	P	P	P	P
Security Codes	P	P	P	P	P
ETSI Standards (DVD)	YES	YES	YES	P	P
A Technical History of GSM Standards	P	NO	NO	NO	NO
GSM/SMG Archive (DVD)	P	NO	NO	NO	NO
SIMEG/SMG9 Archives (DVD)	P	NO	NO	NO	NO
All other material	YES	NO	NO	NO	NO

YES Access available to electronic versions via the Website/Portal/Docbox.
NO Access denied unless specifically authorized by the Director-General.
P Payable.

INFORMATION POLICY

NOTE (1) ETSI Observers and NSOs have the right to attend the meetings of the General Assembly without the right to vote. They do not have the right to attend or participate in the work of the Board nor the Technical Organization.

NOTE (2) Normally "NO" but may be authorized as "YES" for groups/topics specified in the MoU or Co-operation Agreement with ETSI.

NOTE (3) Unless restricted in the SC ToRs.

NOTE (4) ETSI Observers, NSO, Partners and others may join an *Industry Specification Group* and have access to the documents of that *Industry Specification Group* subject to the signature of a specific *Industry Specification Group* Participant Agreement and payment of the related participation fee.

Definitions:

Full member	Representative of ETSI member with Full membership status as per RoP Article 1.2.2.
Associate member	Representative of ETSI member with Associate membership status as per RoP Article 1.2.3.
Observer	Representative of ETSI member with ETSI Observer membership status as per RoP Article 1.2.4.
Counsellor	Representative of the European Commission (EC) and European Free Trade Association (EFTA) as per RoP Article 1.5.
NSO	National Standards Organization as per RoP Article 13.2.
STF Expert	Expert contracted to participate in a Specialist Task Force (STF) as per TWP Article 1.10.
Secretariat	Employee contracted to work in the ETSI Secretariat (either directly or via a temporary employment agency).
Partner	External organization with which ETSI has signed a formal MoU or Co-operation Agreement.
Other	All other people or organizations (including the general public) having no specific rights under the ETSI Directives or GA decisions.
Technical Organization	The ETSI Technical Organization includes TCs, EPs, EPPs.

INFORMATION POLICY

ETSI Drafting Rules (EDRs)

Version adopted by ETSI Director-General on 1st June 2015

ETSI DRAFTING RULES

What are the ETSI Drafting Rules?

The present document specifies rules for the structure and drafting of documents intended to become ETSI deliverables. These rules complement the ETSI Technical Working Procedures and are intended to ensure that such documents are drafted in as uniform a manner as is practicable, irrespective of the technical content.

NOTE: A free-standing HTML version of the present document is available from ***editHelp!*** (download EDRs_Navigator.chm for a more user-friendly version of the ETSI Drafting Rules).

1 ETSI deliverable

1.1 All ETSI deliverable types

To draft an ETSI deliverable one of the following type shall be chosen:

- The European Standard (EN) is a standard adopted by a European standardisation organisation and shall be chosen when the document is intended to meet needs that are specific to Europe and requires transposition into national standards.

NOTE: An EN developed in response to a mandate issued by the European Commission (EC) is referred to as Harmonised Standard. Harmonised Standards provide technical detail necessary to achieve the “essential requirements” of an EU Directive.

- The Technical Specification (TS) is the preferred deliverable when the document contains normative provisions and where rapid time to "market", validation and maintenance are essential. A TS may later be converted to an ES or an EN, or be used to publish the contents of a draft ES being sent for vote or a draft EN being sent for Public Enquiry or vote.
- The ETSI Guide (EG) shall be chosen when the document contains informative elements providing guidance on handling of technical standardization activities in the whole or major parts of the Technical Organization.
- The ETSI Standard (ES) shall be chosen when the document contains normative provisions and it is considered preferable or necessary that the document be submitted to the whole ETSI membership for its approval.
- The Technical Report (TR) is the default deliverable when the document contains only informative elements.
- The Special Report (SR) shall be used for any other kind of document containing informative elements of general ETSI member or public interest. The SR is also the appropriate deliverable type for a deliverable with dynamic content generated by a software application on the ETSI web site on the basis of database content.
- The Group Specification (GS) is an ETSI deliverable, containing either specifications and/or information elements, produced by an Industry Specification Group.

ETSI skeletons documents (pre-structured deliverable templates) are available from ***editHelp!*** website.

1.2 Objective

The objective of an ETSI deliverable is to define clear and unambiguous provisions in order to facilitate international trade and communication. To achieve this objective, the ETSI deliverable shall:

- be as complete as necessary within the limits specified by its scope;
- be consistent, clear and accurate;
- provide a framework for future technological development; and
- be comprehensible to qualified persons who have not participated in its preparation.

ETSI DRAFTING RULES

1.3 Homogeneity

Uniformity of structure, of style and of terminology shall be maintained not only within each ETSI deliverable, but also within a series of associated ETSI deliverables. The structure of associated ETSI deliverables and the numbering of their clauses shall, as far as possible, be identical. Analogous wording shall be used to express analogous provisions; identical wording shall be used to express identical provisions.

The same term shall be used throughout each ETSI deliverable or series of ETSI deliverables to designate a given concept. The use of an alternative term (synonym) for a concept already defined shall be avoided. As far as possible, only one meaning shall be attributed to each term chosen.

These requirements are particularly important not only to ensure comprehension of the ETSI deliverable but also to derive the maximum benefit available through automated text-processing techniques.

1.4 Consistency

In order to achieve the aim of consistency within the ETSI deliverables, the text of every ETSI deliverable shall be in accordance with the relevant provisions of existing basic ETSI deliverables. This relates particularly to:

- standardized terminology;
- principles and methods of terminology;
- quantities, units and their symbols;
- abbreviations;
- tables and figures numbering;
- bibliographic references; and
- graphical symbols.

In addition, for specific technical aspects, the relevant provisions of general ETSI deliverables dealing with the following subjects shall be respected:

- limits;
- tolerance of dimensions and uncertainty of measurement;
- preferred numbers;
- statistical methods; and
- environmental conditions and associated tests.

1.5 Equivalence of official language versions

ETSI deliverables shall be in the English language only.

1.6 Fitness for implementation as a national, regional or international standard

The content of an ETSI deliverable shall be drawn up in such a way as to facilitate its direct application and its adoption without change as a national, regional or international standard (see ETSI Rules of Procedure, article 13.7, in ETSI Directives).

1.7 Planning

Rules for the planning of new work items are given in ETSI Technical Working Procedures, annex C. When creating a new work item, it is useful to consider whether the end result will be one or more ETSI deliverables.

EXAMPLE: A multi-part deliverable.

ETSI DRAFTING RULES

In the case where multiple deliverables are expected, some thought should be given to the intended structure and any interrelationships between the various components as this facilitates work planning in both the Technical Body (TB) and in the ETSI Secretariat.

In the case of a multi-part ETSI deliverable, a list of the intended parts together with their titles should be drawn up, (see also clause 1.8 of the present document). The drafting rules given in the present document shall be applied from the very beginning of the work and throughout all subsequent stages to avoid delay at any stage.

1.8 Subdivision of the subject matter

1.8.0 General rules on the subdivision of the subject matter

ETSI deliverables are so diverse that no universally acceptable rules can be established for the subdivision of the subject matter.

However, as a general rule, an individual ETSI deliverable shall be prepared for each subject to be standardized and published as a complete entity. In specific cases and for practical reasons, for example:

- the ETSI deliverable is likely to become too voluminous;
- subsequent portions of the content are interlinked;
- portions of the ETSI deliverable could be referred to in regulations; or
- portions of the ETSI deliverable are intended to serve for certification purposes.

The ETSI deliverable may be split into separate parts under the same number. This has the advantage that each part can be changed separately when the need arises.

In particular, the aspects of a product which will be of separate interest to different parties (e.g. manufacturers, operators, certification bodies, legislative bodies) shall be clearly distinguished, preferably as parts of an ETSI deliverable or as separate ETSI deliverables.

Such individual aspects are, for example:

- performance requirements;
- maintenance and service requirements; and
- quality assessment.

1.8.1 Subdivision of the subject matter within a series of parts

There are two systems in use for subdividing into parts:

a) Each part deals with a specific aspect of the subject and can stand alone.

b) There are both common and specific aspects to the subject. The common aspects shall be given in part 1. Specific aspects (which may modify or supplement the common aspects and, therefore, cannot stand alone) shall be given in individual parts.

Where the system described in b) is used, care shall be taken that the references from one part to another are always to the appropriate version. There are two ways to achieve this:

- If reference is made to a particular element, the reference shall be specific (see clause 2.10.1.3).
- Since the complete series of parts is normally under the control of the same Technical Body, the use of non-specific references (see clause 2.10.1.4) is permitted, provided that corresponding changes are implemented simultaneously in all parts.

The use of non-specific references requires a high degree of discipline by the Technical Body responsible for the ETSI deliverable.

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1.8.2 Parts and sub-parts

The number of a part shall be indicated by Arabic numerals, beginning with 1 (limited to 2 digits), following the ETSI deliverable number and preceded by a hyphen, for example:

- ES 201 999-1, ES 201 999-2, EN 300 356-33, EN 300 356-34.

The number of a sub-part shall be indicated by Arabic numerals, beginning with 1-1 (limited to 2 digits), following the ETSI deliverable number and preceded by a hyphen, for example:

- ES 201 999-1-1, ES 201 999-1-2, EN 300 356-33-10, EN 300 356-33-11.

1.9 Legal master of an ETSI deliverable

ETSI deliverables are made publicly available by ETSI in PDF format. Other formats may also be available.

From a legal point of view, the official version of a document is the one which is recognized by the author as being the definitive and mature version of his/her work at a certain date. The official version of a document constitutes a reference from which it is possible to identify that amendments have been made.

In ETSI, the reference version of an ETSI deliverable (until further amendments are made) is the one that has been checked by the Secretariat and incorporates the amendments resulting from the approval process prescribed for the ETSI deliverable in the Technical Working Procedures. The reference version of an ETSI deliverable is the Portable Document Format (PDF) kept on a specific network drive within the ETSI Secretariat.

2 Structure of an ETSI deliverable

2.0 Arrangement of elements in an ETSI deliverable

An ETSI deliverable need not contain all the normative technical elements shown in table 1 and it may contain others than those shown. Both the nature of the normative technical elements and their sequence are determined by the nature of the ETSI deliverable in question.

In order to comply with the structure of an ETSI deliverable, the use of the appropriate ETSI "skeleton document" is mandatory.

Table 1: Typical arrangement of elements in an ETSI deliverable

Legend: **Bold type** = required element
Unbold type (regular) = optional element
Upright type = normative element
Italic type = informative element

Type of element	Arrangement of elements in an ETSI deliverable	Reference	Permitted content of element(s) in an ETSI deliverable
Informative preliminary	***Cover page***	clause 2.1	**Title**
	Table of contents for clauses	clause 2.3.1	*(generated content)*
	Tables of contents for figures and/or tables	clause 2.3.2	*(generated content)*
	Intellectual Property Rights ***Foreword*** ***Transposition*** *(ENs only)*	clause 2.4 clause 2.5 clause 2.5.1	***Text*** *Note(s)* *Table*
	Modal verbs terminology *Executive summary* *Introduction*	clause 2.6 clause 2.7 clause 2.8	*Text* *Figure(s)* *Table(s)* *Note(s)*
Informative general	***Scope*** *Informative Reference(s)* *Definition(s)* *Symbol(s) and abbreviation(s)*	clause 2.9 clause 2.10.2 clause 2.11.1 clause 2.11.2	***Text*** *Figure(s)* *Table(s)* *Note(s)* *References*
Normative general	**Normative References**	clause 2.10	**Normative Reference(s)**
Normative technical	Requirements Normative annex(s)	clauses 3 and 3.2 clause 2.13.1	**Text** Figure(s) Table(s) *Note(s)*
Informative supplementary	*Informative guidance* *Informative annex(s)*	clause 2.13.2	*Text* *Figure(s)* *Table(s* *Note(s)*
	Bibliography	clause 2.14	*Additional informative reading material*
	Change history/Change request (history)	clause 2.15	*Table*
	History	clause 2.16	***Table***

2.1 Cover page

The cover page shall contain the title of the ETSI deliverable, together with the version number and the date of publication.

The wording of the title shall be established by the Technical Body with the greatest care. While being as concise as possible, it shall indicate, without ambiguity, the subject matter of the ETSI deliverable in such a way as to distinguish it from that of other ETSI deliverables, without going into unnecessary detail. Any necessary additional particulars shall be given in the scope.

The title shall be composed of separate elements, each as short as possible, proceeding from the general to the particular. In general, not more than the following three elements should be used:

a) an introductory element (optional) indicating the general field to which the ETSI deliverable belongs; it should not be based on the name of the Technical Body which drafted the deliverable, especially if this is too broad to add much value;

b) a main element (obligatory) indicating the principal subject treated within that general field;

c) a complementary element (optional) indicating the particular aspect of the principal subject or giving details that distinguish the ETSI deliverable from other ETSI deliverables, or other parts of the same ETSI deliverable.

The ETSI Secretariat is responsible for the final preparation of the cover page.

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For multi-part deliverables, all the individual titles in a series of parts shall contain the same introductory element (if present) and main element, while the complementary element shall be different in each case in order to distinguish the parts from one another. The complementary element shall be preceded in each case by the designation "Part …:" and "Sub-part ...:".

For endorsement of documents from other standards organizations, see clause 9.

2.2 Second page

The content of the second page is provided by the ETSI Secretariat and shall not be modified. The following shall be filled in:

- Work Item number
- Keywords of the deliverable

2.3 Table of contents

2.3.1 Table of contents for clauses

The table of contents shall be generated automatically and shall not be set manually. The title shall be "Contents".

- Use **TT** style for the title.
- Use the field **{TOC \o\w}** for the table itself.

NOTE 1: The ETSI Secretariat is responsible for the final layout of the Table of Contents.

NOTE 2: To unlock the Table of Contents: select the Table of Contents, click simultaneously: Ctrl + Shift + F11.
To lock it: reselect the Table of Contents and then click simultaneously: Ctrl + F11.

2.3.2 Tables of contents for figures and/or tables

The tables of contents for figures and/or tables are also allowed. They shall be generated automatically and not be set manually. If present, they shall appear after the table of contents for clauses "Contents". The titles shall be "List of figures" and/or "List of tables" the clause shall be unnumbered.

- Use **TT** style for the title.
- Use the field **{TOC \t "TF" \c}** for the list of figures and the field **{TOC \t "TH" \c}** for the list of tables.

2.4 Intellectual Property Rights (IPRs)

The "Intellectual Property Rights (IPR)" is the first unnumbered clause. It is a required, informative element.

The content, provided by the ETSI Secretariat, shall not be modified and can be found in the skeleton documents available from ***editHelp!*** website.

2.5 Foreword

2.5.0 General rules for the foreword

The "Foreword" is the second unnumbered clause and on the same page as the IPR clause. It is a required, informative element. It shall not contain requirements, figures or tables, except for the transposition table (see clause 2.5.1).

It shall always contain a general part, provided by the ETSI Secretariat, giving information on:

- the designation and name of the Technical Body that prepared the ETSI deliverable; and

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- information regarding the approval of the ETSI deliverable.

Optionally, a specific part of the Foreword may be provided by the Technical Body including as many of the following as is appropriate:

- an indication of any other organization that has contributed to the preparation of the ETSI deliverable;
- a statement that the ETSI deliverable cancels and replaces other documents in whole or in part;
- a statement of significant technical changes from the previous version of the ETSI deliverable;
- the relationship of the ETSI deliverable to other ETSI deliverables or other documents;
- the existence of an electronic attachment accompanying the ETSI deliverables, if this is not mentioned elsewhere.

For multi-part deliverables, there are two options for explaining the relationship between the various parts in the series. Either:

a) the first part shall include in its Foreword an explanation of the intended structure of the series. In the "Foreword" of each part belonging to the series, a reference shall be made to the titles of all other parts, if they are known;

b) a specific part (part 1) shall provide an explanation of the intended structure of the series, together with details of the titles of the various parts and sub-parts. Each time a new part or sub-part of the deliverable is made publicly available, the Secretariat shall publish a new version of part 1 showing the details of the new document.

Option b) is the preferred option.

Examples and textblocks to be used can be found in the appropriate skeleton document available from ***editHelp!*** website.

2.5.1 Transposition table

Each European Standard (EN) shall contain a transposition table as the last element in the Foreword. This element is provided by the Secretariat and its purpose is described in the ETSI Technical Working Procedures, clause 2.4 (see ETSI Directives).

2.6 Modal verbs terminology

The "Modal verbs terminology" appears after the "Foreword", it shall not be numbered. It is a required informative element.

The "Modal verbs terminology" specifies how the modal verbs shall be used within the ETSI deliverable (see also clause 3.2).

The content, provided by the ETSI Secretariat, shall not be modified and can be found in the skeleton documents available from ***editHelp!*** website.

2.7 Executive summary

The "Executive summary" appears after the "Modal verbs terminology" and before the "Introduction" and shall not be numbered. It is an optional informative element and shall not contain requirements.

The "Executive summary" is used, if required, to summarize the ETSI deliverable. It contains enough information for the readers to become acquainted with the full document without reading it. It is usually one page or shorter.

2.8 Introduction

The "Introduction" shall appear after the "Executive summary" (if present). It is an optional informative element and shall not contain requirements.

The "Introduction" is used, if required, to give specific information or commentary about the technical content of the ETSI deliverable, and about the reasons prompting its preparation.

It shall not be numbered unless there is a need to create numbered subdivisions. In this case, it shall be numbered 0 with clauses being numbered 0.1, 0.2, etc. Any numbered figure, table or displayed formula shall be numbered normally beginning with 1 (see also clause 2.12.1).

2.9 Scope

The "Scope" shall start on a new page and be clause number 1 of each ETSI deliverable. It is a required informative element and shall not contain requirements.

The "Scope" defines without ambiguity the subject of the ETSI deliverable and the aspect(s) covered, thereby indicating the limits of applicability of the ETSI deliverable or particular parts of it.

In deliverables that are subdivided into parts, the scope of each part shall define the subject of that part of the deliverable only.

The "Scope" shall be succinct so that it can be used as a summary for bibliographic purposes.

This element shall be worded as a series of statements of fact.

Forms of expression such as the following shall be used:

"The present document

- specify: the functional requirements for …"

  a method of …"

  the characteristics of …";
- establishes: a system for …"

  general principles for …";
- gives guidelines for …";
- gives terms and definitions …".

Statements of applicability of the ETSI deliverable shall be introduced by the following wording:

- "The present document is applicable to …".

2.10 References

2.10.0 General information - References

"References" shall be clause number 2 of each ETSI deliverable. It is a required element and shall not contain requirements.

The "References" clause lists the documents referred to anywhere in an ETSI deliverable including annexes. It consists of clause 2.1 "Normative references" and clause 2.2 "Informative references.

ETSI deliverables may include references to ETSI documents and also to documents of non-ETSI organizations. In the second case it shall be ensured that implementers and evaluators of deliverables standardized by ETSI, and other interested parties, have access to all materials needed to implement those deliverables. These rules apply to documents that are produced in accordance with the ETSI Rules of Procedures but also to any deliverables that are developed elsewhere that are sent to ETSI to be standardized.

These rules are pointed toward normative references because they are functionally a part of the ETSI deliverable itself. It is best practice to follow these principles for informative references as well, but more flexibility is permitted for informative references because these documents are not strictly necessary for the implementation of an ETSI deliverable.

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Reproduction of elements from other documents is deprecated (i.e. referencing is the preferred method in ETSI).

The textblock to be used for the "References" clause can be found in the appropriate skeleton document available from ***editHelp!*** website.

2.10.1 Normative references

2.10.1.0 General - Normative references

The "Normative References" clause is numbered 2.1 and lists references to documents to which conformance is necessary to claim compliance to the ETSI deliverable containing the reference. Normative references can be mentioned anywhere in an ETSI deliverable including annexes and shall be indicated by appropriate wording which underlines the normative impact of the reference within the ETSI deliverable.

EXAMPLE: "the test method shall be as described in Recommendation ITU-T M.50", Recommendation ITU-T M.50 is a normative reference.

In considering whether a normative reference to a document should be included in an ETSI deliverable, preference should be given to standards and specifications by recognized standards development organizations and to the directives of the European Union.

Normative referencing of documents under the possession of other organizations is allowed where the use of such normative references has been justified by the Technical Body in charge of development of the ETSI deliverable containing the reference. Where an objection to the use of a normative reference has been raised within Technical Body discussion, this shall be noted in the minutes or some other record that will be available to ETSI Members.

Normative references list shall contain:

- the issuing organization;
- the document identity;
- the edition or version number or date of publication (for Harmonised Standards, see clause 8.4);
- the title.

The list shall not include:

- referenced documents which are not publicly available (see clause 2.10.1.1);
- referenced documents which are only cited in an informative manner (such references shall be listed in clause 2.2 "Informative references");
- other reading material not explicitly referred to anywhere in an ETSI deliverable including annexes (such publications have to be listed in an informative annex entitled "Bibliography" see clause 2.14);
- referenced documents not available in English language.
- Use the **EX** style, enclose the number in square brackets and separate it from the title with a tab (you may use sequence fields for automatically numbering references, see clause 6.9.2. (See example).

EXAMPLE:

[1] ETSI EN 301 025-3: "Electromagnetic compatibility and Radio spectrum Matters (ERM); VHF radiotelephone equipment for general communications and associated equipment for Class "D" Digital Selective Calling (DSC); Part 3: Harmonised EN under article 3.3 (e) of the R&TTE Directive".

[2] ETSI EN 300 163: "Television systems; NICAM 728: transmission of two-channel digital sound with terrestrial television systems B, G, H, I, K1 and L".

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2.10.1.1 Public availability of the normative references

A normative reference shall be publicly available in English language during the approval phases, at the time of publication and for the duration of the expected lifespan of the ETSI deliverable. If public availability cannot be guaranteed after publication of the ETSI deliverable has occurred, the originating body of the document shall be requested to provide ETSI with the right to make available the text; the ETSI Secretariat shall establish and maintain a list of the referenced documents and the relevant external bodies, for document tracking and cross-referencing purposes, and keep the necessary liaison with the originating body.

If normative references in an ETSI deliverable are not publicly available during the drafting stage, the deliverable shall not be submitted to an approval procedure until the reference is publicly available or the text shall be made available to be held by ETSI.

For online referenced documents, information sufficient to identify and locate the source shall be provided. Preferably, the primary source of the referenced document should be cited, in order to ensure traceability. Furthermore, the reference should, as far as possible, remain valid for the expected life of the document. The reference shall include the method of access to the referenced document and the full network address, with the same punctuation and use of upper case and lower case letters.

2.10.1.2 Test suites availability

If conformance with a specification that includes normative references requires the use of a test suite, the test suite for the normatively referenced part should also be made publicly available. Any such test suite should be usable by potential implementers on terms at least as favourable as those contained in ETSI Rules of Procedure, annex 6 (see ETSI Directives).

2.10.1.3 Specific normative references

A "specific" reference is a reference to the particular revision or version of the normatively referenced document. Specific references are favoured because they lead to permanence and stability in ETSI deliverables. Normative references generally should be limited to documents that are finally approved by the organizations responsible for issuing them.

Unlike ETSI, many other Standards bodies, (e.g. ISO, CEN, CENELEC, etc.) have a policy of regularly reviewing/maintaining their deliverables. Their procedures also involve the automatic withdrawal of the previous version. It therefore follows that any ETSI deliverable making specific references to such documents will need to be revised.

2.10.1.4 Non-specific normative references

A "non-specific" reference is a reference to a deliverable that will apply to all future revisions and versions of the originally referenced document. Non-specific references require additional procedures to ensure that any revisions made necessary to the ETSI deliverable by virtue of revisions made to the normatively referenced materials are considered by the appropriate Technical Body in charge of the ETSI deliverable.

If a normative reference is non-specific, the Technical Body in charge of the ETSI deliverable should establish a process for gaining access to all future revisions and versions of the normatively referenced material. In addition, the Technical Body should establish a work plan for ensuring that any such new revisions and versions of the normatively referenced material do not require a substantive amendment to the ETSI deliverable referencing that document or, alternatively, for ensuring that any such needed amendments are made and approved appropriately. Any future versions incorporated by reference shall meet with the requirements for public availability and Intellectual Property.

It may, therefore, be appropriate that an ETSI deliverable contain non-specific references, provided that the following requirements can be fulfilled:

- it is accepted that it will be possible to use future versions of the document referred to for the purposes of the referring ETSI deliverable;
- it is granted that the structure of the document referred to will not change for the specific areas which are used by the referring ETSI deliverable (e.g. the referred to document is controlled by the same Technical Body as the referring one).

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2.10.1.5 Referring to specific or non-specific references

The following form shall be used consistently throughout the deliverable:

- " … in accordance with ES 201 001 [n], clause 3, … ".

2.10.1.6 ETSI Intellectual Property Rights (IPRs) policy for normative references

ETSI promotes a policy that any essential Intellectual Property Rights (IPRs) embodied in normatively referenced documents be available for use in ETSI deliverables on licensing and disclosure terms that do not materially differ from the terms defined in the ETSI IPR Policy. This normative reference policy, however, does not imply any obligation on the Technical Body, ETSI members or Technical Body members to investigate or ensure the availability of any essential normatively referenced IPRs, under any specific licensing and disclosure terms, at the time a normative reference is provided, explicitly or implicitly, within an ETSI deliverable.

2.10.2 Informative references

The "Informative references" clause is numbered 2.2 and lists references to documents that may be useful in implementing an ETSI deliverable or add to the reader's understanding but which are not required for conformance to the ETSI deliverable. Informative references can be mentioned anywhere in an ETSI deliverable including annexes and are indicated by appropriate wording which **does not** imply normative impact (claim of conformity) of the reference within the ETSI deliverable.

EXAMPLE: **"the test method is described in Recommendation ITU-T M.50"**, Recommendation ITU-T M.50 is an **informative** reference.

Informative references should be publicly available (but no check will be made by the ETSI Secretariat).

- Use the **EX** style, add the letter "i" (for informative) before the number (which shall be in square brackets) and separate this from the title with a tab (you may use sequence fields for automatically numbering references, see clause 6.9.2. (See example).

EXAMPLE:

[i.1] ETSI TR 102 473: "Digital Video Broadcasting (DVB); IP Datacast over DVB-H: Use Cases and Services".

[i.2] ETSI TR 102 469: "Digital Video Broadcasting (DVB); IP Datacast over DVB-H: Architecture".

Informative references **not mentioned** anywhere in an ETSI deliverable including annexes will be listed in the Bibliography annex, see clause 2.14.

2.10.3 Reference to 3GPP™ deliverables

All deliverables prepared by the 3rd Generation Partnership Project (3GPP™) contain the following notice:

"The present document has been developed within the 3rd Generation Partnership Project (3GPP™) and may be further elaborated for the purposes of 3GPP™. The present document has not been subject to any approval process by the 3GPP™ Organizational Partners and shall not be implemented. This Specification is provided for future development work within 3GPP™ only. The Organizational Partners accept no liability for any use of this Specification. Specifications and reports for implementation of the 3GPP™ system should be obtained via the 3GPP™ Organizational Partners' Publications Offices."

For this reason, all references made to 3GPP™ documents made in draft deliverables will be changed by the ETSI Secretariat to a reference to the equivalent ETSI deliverable.

EXAMPLE: A reference to 3GPP TS 23.040 will be changed to a reference to ETSI TS 123 040.

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2.11 Definitions, symbols and abbreviations

2.11.0 General information - Definitions, symbols and abbreviations

"Definitions, symbols and abbreviations" clause shall be numbered 3 and depending on applicability it will consist of 3.1 "Definitions", 3.2 "Symbols" and 3.3 "Abbreviations". They are optional informative elements and shall not contain requirements.

The textblocks to be used can be found in the appropriate skeleton document available from ***editHelp!*** website.

NOTE: Even if no definitions, symbols and abbreviations are present in the deliverable, the presence of this clause is highly recommended to avoid renumbering of clauses in future revisions.

2.11.1 Definitions

The "Definitions" clause gives definitions necessary for the understanding of certain terms used in the ETSI deliverable.

The definitions shall follow the rules hereafter:

- Not take the form of, or contain, a requirement.
- Be presented in alphabetical order.
- **The form of a definition should be such that it can replace the term in context**. Any additional information shall be given only in the form of examples or notes. If there are several notes or examples for the same definition, the notes shall be numbered. Otherwise it is not necessary.
- The term shall be in **bold**, and shall start with a lower case letter (unless it is always rendered with a leading capital) followed by a colon, one space, and the definition starting with a lower case letter and no ending full-stop.
- Use the **Normal** style.

Examples of term's usage, and notes concerning entries, shall be presented as shown below.

EXAMPLE 1:

communal site: location at which there is more than one fixed transmitter

NOTE: There are two types of communal site; one having separate equipment and antennas but housed in a common equipment room, and the other having an engineered system employing common antenna working where the isolation between equipment is determined by the filter system.
At all communal sites equipment installed on the site meet the limits as specified in the relevant standards.

EXAMPLE 2:

fast channel: channel with low latency but higher BER in comparison to the slow channel

EXAMPLE: In contrast to the slow channel, the fast channel is not interleaved.

EXAMPLE 3:

requirement: provision that conveys criteria to be fulfilled

2.11.2 Symbols and abbreviations

"Symbols" and "Abbreviations" clauses give a list of the symbols and abbreviations which are used within the ETSI deliverable and are necessary for the understanding of the ETSI deliverable.

The symbols list shall contain in alphabetical order the symbols and their corresponding explanations.

The abbreviations list shall contain in alphabetical order the acronyms and their corresponding full terms.

Do not number the entries in the symbols and/or abbreviations clause.

- Use the **EW** style (**EX** style for the last element in the list).
- Separate the symbol/abbreviation from the full term with a tab.

EXAMPLE:

dB	decibel
DDI	Direct Dialling-In, or direct dialling-in

2.12 Clauses

2.12.0 General information - Clauses

From clause 4 the technical content of the deliverable shall be inserted.

Each clause shall have a title which shall be placed after its number (except "Intellectual Property Rights (IPR)", "Foreword", "Modal verbs terminology", "Executive summary" and "Introduction" clauses, which are unnumbered), separated by a tab.

A clause can have numbered subdivisions, e.g. 5.1, 5.2, 5.1.1, 5.1.2, etc. This process of subdivisions may be continued as far as the sixth heading level (e.g. 6.5.4.3.2.1). If present, there shall be at least two numbered subdivisions.

For numbering issues, see clause 2.12.1.

- Use the **Heading** style appropriate to its level (see clause 6.1, table 8).
- Separate the number of the heading and the text of the heading with a tab.
- Treat clause titles as normal text (i.e. **no additional capitalization**), **but** no full stop.

2.12.1 Clause numbering

2.12.1.0 Clause numbering issues

The "Intellectual Property Rights (IPRs)", "Foreword", "Modal verbs terminology", "Executive summary" and the "Introduction" clauses shall be unnumbered.

The clauses in each ETSI deliverable shall be numbered with Arabic numerals, beginning with 1 for the "Scope".

Every attempt shall be made to use continuous numbering. However, if continuous numbering cannot be maintained, a new element shall be inserted in existing text using an appropriate alphanumeric designation that does not disturb the existing numbering scheme. This applies to all elements (e.g. clause, annex, figure, table, note, list).

EXAMPLE 1: It is necessary to update an ETSI deliverable. A new clause needs to be inserted between the existing clauses 8 and 9. A new clause 8a shall be inserted in preference to avoid re-numbering the existing clauses.

EXAMPLE 2: A new figure needs to be inserted between existing figures 4 and 5. A new figure 4a shall be inserted to avoid re-numbering of all subsequent figures.

Similarly, an existing element may be deleted and replaced with the term "Void" to minimize disruption to the numbering scheme.

EXAMPLE 3: During the updating of an ETSI deliverable, it is decided that annex C is no longer required. The title of annex C becomes "Void". Later annexes, therefore, remain unchanged.

EXAMPLE 4: It is decided to delete a note 3, so the text of note 3 becomes "Void" and there is no need to re-number note 4.

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2.12.1.1 Automatic clause numbering

Automatic numbering **may be used** in ETSI deliverables.

The automatic numbering, if used, shall be applied anywhere in an ETSI deliverable including annexes using the appropriate ETSI styles, otherwise it may corrupt the deliverable.

2.12.2 Paragraph

A paragraph is an unnumbered subdivision of a clause.

To be able to precisely reference every paragraph, clauses shall have either numbered or unnumbered subdivisions.

Example 1 shows the two alternatives that **shall be used** for subdividing a clause.

EXAMPLE 1:

5 Title	**5 Title**
5.1 Title	Paragraph 1
Paragraphs	Paragraph 2
5.2 Title	…
Paragraphs	Paragraph n
5.3 Title	**6 Test report**
Paragraphs	
6 Test report	

Mixed numbered and unnumbered subdivisions shall not be used as they make precise paragraph referencing not possible.

Example 2 shows clause subdivision that **shall not be used**.

EXAMPLE 2:

5 Title
Paragraph 1 (text that cannot be precisely referenced)
Paragraph 2 (text that cannot be precisely referenced)
5.1 Title
Paragraphs
5.2 Title
Paragraphs
5.3 Title
Paragraphs
6 Test report

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2.13 Annexes

2.13.0 General information - Annexes

Each annex shall:

- start on a new page;
- be designated by a heading comprising the word "Annex" followed by a capital letter designating its serial order, beginning with "A", e.g. "Annex A" (see also clause 2.12.1);
- have its heading followed by the indication "(normative):" or "(informative):", and by the title on the next line.

EXAMPLE 1: Annex A (normative):
Title of annex A

EXAMPLE 2: Annex A (informative):
Title of annex A

Exceptions to this rule are for the deliverable types EG, TR and SR which are entirely informative. Thus the addition of "(normative):" or "(informative):" after the annex identifier is superfluous and shall not be provided, see example 3.

EXAMPLE 3: Annex A:
Title of annex A

Numbers given to the clauses, tables, figures and mathematical formulae of an annex shall be preceded by the letter designating that annex followed by a full-stop (e.g. figure B.1, table C.4). The numbering shall start afresh with each annex. A single annex shall be designated "Annex A".

Clauses in annex A shall be designated "A.1", "A.2", "A.3", etc. (see also clause 2.12.1).

- Use the **Heading 8** style for the annex heading (except for EGs, TRs and SRs use the **Heading 9** style). Insert a line break ("shift" + ↵ "enter") between the colon and the title.
- For all annex clause headings use the appropriate Heading styles, starting from **Heading 1,** e.g. for clause A.1 use **Heading 1**, for clause A.1.1 use **Heading 2**. (See clause 6.1, table 8).

For annexes in endorsement of documents from other standards organizations, see clause 9.

For annexes in Harmonised Standards see clause 8.5.

2.13.1 Normative annexes

For reasons of convenience it may be decided to place some part of the normative text in an annex.

Normative annexes contain provisions to which it is necessary to conform in order to be able to claim compliance with the ETSI deliverable. Their presence is optional and their status (except for EGs, TRs and SRs, see note in clause 2.13) shall be indicated in the heading of the annex.

2.13.2 Informative annexes

For reasons of convenience it may be decided to place some part of the informative text in an annex.

Informative annexes give additional information intended to assist the understanding or use of the ETSI deliverable and shall not contain provisions to which it is necessary to conform in order to be able to claim compliance with the ETSI deliverable. Their presence is optional and their status (except for EGs, TRs and SRs, see note in clause 2.13) shall be indicated in the heading of the annex.

The following annexes are optional and if present, will be displayed in the following order before the history box (see clause 2.16):

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- Bibliography (see clause 2.14);
- Change history/Change request (history) (see clause 2.15).

NOTE: Each of these elements shall start on a new page.

2.14 Bibliography

The "Bibliography" shall start on a new page and be the last annex of an ETSI deliverable or the last but one if followed by the "Change history/Change request history" annex, if any. The "Bibliography" annex is an optional informative element and shall not contain requirements.

The Bibliography identifies additional reading material not mentioned anywhere in an ETSI deliverable including annexes. Those publications might or might not be publicly available (no check is made by the ETSI Secretariat).

The Bibliography shall include:

- list of standards, books, articles, or other sources on a particular subject which are not referenced anywhere in an ETSI deliverable including annexes.

The Bibliography shall not include:

- normative references mentioned in the deliverable (such references shall be listed in clause 2.1 "Normative references");
- informative references mentioned in the deliverable (such references shall be listed in clause 2.2 "Informative references").

- Use **Heading 8** style for the "Bibliography" annex (except for EGs, TRs and SRs use the **Heading 9** style), see clause 2.13 for examples.
- For the listed material use the **Normal** style or bulleted lists (e.g. **B1+**), do not use numbered references.

EXAMPLE 1:

ITU-T Recommendation X.200: "Title".

Directive 1999/5/EC of the European Parliament and of the Council of 9 March 1999 on radio equipment and telecommunications terminal equipment and the mutual recognition of their conformity ("the R&TTE Directive").

EXAMPLE 2:

- <Primary responsibility>. <Title>. <Edition>. <Year>, <Issue designation>, <Page location>. (e.g. WEAVER, William. "Command performances". December 1985, vol. 42, n° 12, p. 126-133).
- ISO/IEC 17875: "Title".

2.15 Change history/Change request (history)

The "Change history/Change request (history)" shall start on a new page and be the last annex before the "History" clause. It is an optional, informative element and shall not contain requirements.

The "Change history/Change request (history)", if present, describes the list of changes implemented in a new version of the deliverable. It shall be presented as a table.

Example of change history table can be found in the appropriate skeleton document available from ***editHelp!*** website.

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2.16 History

The "History" clause shall start on a new page and be the final unnumbered clause of an ETSI deliverable. It is a required informative element and shall not contain requirements.

The "History" identifies the major milestones in the life of an ETSI deliverable through the means of a table. The history box shall be provided by the ETSI Secretariat.

If it is desired to keep a detailed record of the ETSI deliverable history (other than the major milestones) it is recommended that this is done by inserting a "Change history/Change request" annex, see clause 2.15.

- Use **Heading 1** style for the title.

Example of history table can be found in the appropriate skeleton document available from ***editHelp!*** website.

3 Requirements and test methods

3.1 Requirements

This element is optional. If present, it shall contain:

a) all characteristics relevant to the aspect(s) of the product(s), process(es) or service(s) covered by the ETSI deliverable, either explicitly or by reference;

b) the required limiting values of quantifiable characteristics.

A clear distinction shall be made between requirements, statements and recommendations (see also clause 3.2).

Contractual requirements concerning claims, guarantees, covering of expenses, etc. shall not be included.

ETSI deliverables listing characteristics for which suppliers are required to state values that are not specified by the ETSI deliverable itself shall specify how such values are to be measured and stated.

For endorsement of documents from other standards organizations, see clause 9.

3.2 Verbal forms for the expression of provisions

An ETSI deliverable does not in itself impose any obligation upon anyone to follow it. However, such an obligation may be imposed, for example, by legislation or by a contract. In order to be able to claim compliance with an ETSI deliverable, the user needs to be able to identify the requirements that are obligatory. The user also needs to be able to distinguish these requirements from other provisions where there is a certain freedom of choice.

Clear rules for the use of verbal forms (including modal auxiliaries) are therefore essential. In the first column of tables 2 to 5 the verbal form that shall be used to express each kind of provision is given. The equivalent expressions given in the second column shall be used only in exceptional cases when the form given in the first column cannot be used for linguistic reasons.

NOTE: Only singular forms are shown.

The verbal forms shown in table 2 shall be used to indicate requirements strictly to be followed in order to conform to the standard and from which no deviation is permitted (see also clause 2.6).

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Table 2: Requirement

Verbal form	Equivalent expressions for use in exceptional cases (see note)
shall	is to is required to it is required that has to only ... is permitted it is necessary
shall not	is not allowed [permitted] [acceptable] [permissible] is required to be not is required that ... be not is not to be
• Do not use "must", except when used in direct citation. • Do not use "may not" or "has not" instead of "shall not" to express a prohibition. To express a direct instruction, for example referring to steps to be taken in a test method, use the imperative mode in English (e.g. "switch on the recorder").	
NOTE: "exceptional cases" means where the ETSI Drafting Rules, if applied, would change the meaning of the sentence or make it difficult to understand.	

The verbal forms shown in table 3 shall be used to indicate that among several possibilities one is recommended as particularly suitable, without mentioning or excluding others, or that a certain course of action is preferred but not necessarily required, or that (in the negative form) a certain possibility or course of action is deprecated but not prohibited.

Table 3: Recommendation

Verbal form	Equivalent expressions for use in exceptional cases (see note)
should	it is recommended that ought to
should not	it is not recommended that ought not to
NOTE: "exceptional cases" means where the ETSI Drafting Rules, if applied, would change the meaning of the sentence or make it difficult to understand.	

The verbal forms shown in table 4 are used to indicate a course of action permissible within the limits of the ETSI deliverable.

Table 4: Permission

Verbal form	Equivalent expressions for use in exceptional cases (see note)
may	is permitted is allowed is permissible
need not	it is not required that no ... is required
• Do not use "possible" or "impossible" in this context. • Do not use "can" instead of "may" in this context. "May" signifies permission expressed by the standard, whereas "can" refers to the ability of a user of the standard or to a possibility open to him.	
NOTE: "exceptional cases" means where the ETSI Drafting Rules, if applied, would change the meaning of the sentence or make it difficult to understand.	

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The verbal forms shown in table 5 are used for statements of possibility and capability, whether material, physical or causal.

Table 5: Possibility and capability

Verbal form	Equivalent expressions for use in exceptional cases (see note)
can	be able to there is a possibility of it is possible to
cannot	be unable to there is no possibility of it is not possible to
• Do not use "may" instead of "can" in this context. "Can" refers to the ability of a user of the standard or to a possibility open to him, whereas "may" signifies permission expressed by the standard	
NOTE: "exceptional cases" means where the ETSI Drafting Rules, if applied, would change the meaning of the sentence or make it difficult to understand.	

The verbal forms shown in table 6 shall be used to indicate behaviour of equipment or sub-systems outside the scope of the deliverable in which they appear. For example, in a deliverable specifying the requirements of terminal equipment, these forms shall be used to describe the expected behaviour of the network or network simulator to which the terminal is connected.

Table 6: Inevitability

Verbal form	Equivalent expressions
will	-
will not	-
• Distinguish from "shall"/"shall not". Use to express behaviour of equipment or systems *outside* the scope of the deliverable being drafted, where description of such behaviour is essential to the correct understanding of the requirements pertaining to equipment *within* the scope of the current deliverable.	

EXAMPLE: Extract from deliverable specifying behaviour of terminal equipment: "… On expiry of timer T3, the terminal shall send a TIMEOUT message to the network and start timer T4. The network will respond with a TIMOUT-ACKNOWLEDGE message. On receipt of a TIMEOUT-ACKNOWLEDGE message, the terminal shall stop timer T4 …"; thus is distinguished the strong future ("the terminal shall") used for requirements and the normal future ("the network will") used to indicate expected events.

The verbal forms shown in table 7 shall be used to indicate statements of fact.

Table 7: Fact

Verbal form	Equivalent expressions
is	Any verb in the indicative mood, present tense.
is not	
• Distinguish from "shall"/"shall not". Do not use present indicative of verbs for expressing requirements.	

For further details refer to the "Use of English guide" available from ***editHelp!*** website.

3.3 Test methods

This optional element gives all the instructions concerning the procedure for determining the values of characteristics, or for checking conformity to stated requirements, and for ensuring the reproducibility of the results. If appropriate, tests shall be identified to indicate whether they are type tests, routine tests, sampling tests and so on.

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Instructions relating to test methods may be subdivided in the following order (where appropriate):

a) principle;

b) apparatus;

c) preparation and preservation of test samples and test pieces;

d) procedure;

e) test report.

Test methods may be presented as separate clauses, or be incorporated in requirements, or be presented as annexes (see clause 2.13) or as separate parts (see clause 1.8.2). A test method shall be prepared as a separate ETSI deliverable if it is likely to be referred to in a number of other ETSI deliverables.

The need for specification of test methods shall be evaluated on a case by case basis, in accordance with TCR-TR 006.

A test specification enables verification that products designed to a standard conform to its requirements. When writing a TS, ES or EN, you should consider the need for an accompanying test specification.

Every requirement of an ETSI deliverable specifying a product (equipment, system or service) needs to be testable, and such requirements need to be clearly distinguishable from statements of fact or of supposition.

EXAMPLE: Comparing the two sentences below:

"On receiving a START CALL message, the terminal shall respond by sending an ACKNOWLEDGE message within a delay of t_1."

"On receiving a START CALL primitive, the layer 3 protocol of the terminal shall move to state CALL ACTIVATED and shall start timer t_2."

It is clear that conformance to the first requirement can be verified by external stimulus and observation, whereas the second puts demands on a conceptual model which cannot be explicitly tested. Whilst requirements of the latter sort are useful - even essential - for describing operational details, the essential behavioural characteristics (normative provisions) are given by requirements of the type of the former, and only these are verifiable.

4 Trade names

Proprietary trade names (e.g. trade marks) for a particular good or service should as far as possible be avoided, even if they are in common use. Instead a correct designation or description of a product should be given.

If, in exceptional circumstances, trade names cannot be avoided, their nature shall be indicated, e.g. by the symbols ® or ™ for a registered trade mark (see example 1).

EXAMPLE 1: Instead of "Teflon®", write "polytetrafluoroethylene (PTFE)".

If it is known that only one product is currently available that is suitable for the successful application of the standard, the trade name of the product may be given in the text of the standard but shall be associated with a note as shown in example 2.

EXAMPLE 2:

NOTE 1: "… [trade name of product] … is the trade name of a product supplied by … [supplier] …. This information is given for the convenience of users of the present document and does not constitute an endorsement by ETSI of the product named. Equivalent products may be used if they can be shown to lead to the same results."

If it is considered to be essential to give an example (or examples) of commercially available products suitable for successful application of the standard because the product characteristics are difficult to describe in detail, trade names may be given in a note as shown in example 3.

EXAMPLE 3:

NOTE 2: " … [trade name(s) of product(s)] … is (are) an example(s) of a suitable product(s) available commercially. This information is given for the convenience of users of the present document and does not constitute an endorsement by ETSI of this (these) product(s)."

5 Elements of an ETSI deliverable

5.1 Figures

5.1.1 Figure usage

Figures should be used wherever appropriate to present information in an easily comprehensible form. Each figure shall be referred to explicitly within the text and, therefore, be numbered.

5.1.2 Figure format

Figures shall be prepared in accordance to clauses 7.5.2 and/or 7.1.

- Use **FL** style on the paragraph which contains the figure itself.
- Maximum width for figures is 17 cm and maximum height is 22 cm.

NOTE: For an easy application of the ETSI styles download "the ETSI styles toolbar" from ***editHelp!*** website.

5.1.3 Figure numbering

Figures may be numbered sequentially throughout the ETSI deliverable without regard to the clause numbering, e.g. first figure is figure 1 and the twentieth figure (in, say clause 7) is figure 20. For the numbering of figures in annexes, see clause 2.13.

Figures may also be numbered taking account of clause numbering.

EXAMPLE 1: First figure in clause 5 is figure 5.1, second figure in clause 5.1.1 is figure 5.2, third figure in clause 5.2.3 is figure 5.3.

EXAMPLE 2: First figure in clause 7 is figure 7.1, fifth figure in clause 7 is figure 7.5.

EXAMPLE 3: First figure in clause 7.3.2 is figure 7.3.2.1, fifth figure in clause 7.3.2 is figure 7.3.2.5.

One level of subdivision only is permitted (e.g. figure 1 may be subdivided as 1 a), 1 b), 1 c), etc.). See also clause 2.12.1.

- Should you wish to number figures automatically, "Sequence numbering and bookmarking" (see clause 6.9.2) is highly recommended.
- Should you wish to generate a table of contents for figures see clause 2.3.2.

5.1.4 Layout of figure title

The figure title shall be below the figure. An explicit figure title is optional. See the following examples:

EXAMPLE 1:

Figure 1: Details of apparatus

EXAMPLE 2:

Figure 1

- Use **TF** style.

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- If applicable, the figure number is followed by a colon, a space and the figure title.

5.1.5 Notes to figures

Notes to figures shall be treated independently from notes integrated in the text (see clause 5.5.1) and for this reason may contain requirements. They shall be located above the title of the relevant figure. A single note in a figure shall be preceded by "NOTE:". When several notes occur in the same figure, they shall be designated "NOTE 1:", "NOTE 2:", "NOTE 3:", etc. (see also clause 2.12.1). A separate numbering sequence shall be used for each figure.

- **Write notes to a figure using the word processor** rather than embedding them in the figure itself.
- Use **NF** style.
- Separate "NOTE:" from the text of the note with a tab.

5.1.6 References to figures

Every figure included in the ETSI deliverable shall be referred to in the text, for example using the following forms:

- "given in figure 2";
- "(see figure B.2)";
- "shown in figure A.6".

Lower case letters are recommended (e.g. figure 2), however capital letters are also acceptable (e.g. Figure 2). Usage should be consistent throughout the document.

5.2 Tables

5.2.1 Table usage

Tables should be used wherever appropriate to present information in an easily comprehensible form. Each table shall be referred to explicitly within the text and therefore be numbered.

- Centre tables horizontally.
- The "space between columns" is 0,1 pt or 0,05 cm (default cell margins Left 0,05 pt & Right 0,19 pt).
- Maximum width for tables in portrait orientation: 17 cm and for landscape orientation: 22 cm.
- Set table columns widths in centimetres (not inches).
- Use borders to separate the rows and columns of tables, as appropriate; the precise format will depend on the structure of each table, but be consistent throughout a deliverable (or series of related deliverables). Borders should be ¾ pt single line.
- Each table shall be followed by an empty "Normal" style paragraph (↵ "Enter" key).

5.2.2 Table format

The following styles should be used in table cells.

- Table Headings **TAH**
- Text Left aligned **TAL**
- Text Centred **TAC**
- Text Right aligned **TAR**
- Table Note **TAN**

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- List in tables Level 1 **TB1**
- List in tables Level 2 **TB2**

NOTE: For an easy application of the ETSI styles download "the ETSI styles toolbar" from ***editHelp!*** website.

5.2.3 Continuation of tables

The column headings shall be repeated on all pages after the first.

- Use the table headings tool (**Table, Heading Rows Repeat**)

5.2.4 Table numbering

Tables may be numbered sequentially throughout the ETSI deliverable without regard to the clause numbering, e.g. the first table is table 1 and the twentieth table (in, say clause 7) is table 20. For the numbering of tables in annexes, see clause 2.13.

Tables may also be numbered taking account of clause numbering.

EXAMPLE 1: First table in clause 5 is table 5.1, second table in clause 5.1.1 is table 5.2, third table in clause 5.2.3 is table 5.3.

EXAMPLE 2: First table in clause 7 is table 7.1, fifth table in clause 7 is table 7.5.

EXAMPLE 3: First table in clause 7.3.2 is table 7.3.2.1, fifth table in clause 7.3.2 is table 7.3.2.5.

One level of subdivision only is permitted (e.g. table 1 may be subdivided as 1 a), 1 b), 1 c), etc.). See also clause 2.12.1.

- Should you wish to number tables automatically, "Sequence numbering" (see clause 6.9.2) is highly recommended.
- Should you wish to generate a table of contents for tables see clause 2.3.2.

5.2.5 Layout of table title

The title shall be above the table. An explicit table title is optional. See the following examples:

EXAMPLE 1:

Table 1: Electrical properties

EXAMPLE 2:

Table 1

- Use **TH** style.
- If applicable, the table number is followed by a colon, a space and the table title.

5.2.6 Table headings

The first word in the heading of each column shall begin with a capital letter. The units used in a given column shall generally be indicated within the column heading.

EXAMPLE:

Type	Linear density (kg/m)	Inside diameter (mm)	Outside diameter (mm)

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5.2.7 Notes to tables

Notes to tables shall be treated independently from notes integrated in the text (see clause 5.5.1) and for this reason may contain requirements. They shall be located within the frame of the relevant table. A single note in a table shall be preceded by "NOTE:". When several notes occur in the same table, they shall be designated "NOTE 1:", "NOTE 2:", "NOTE 3:", etc. (see also clause 2.12.1). A separate numbering sequence shall be used for each table.

- Use **TAN** style.
- Separate NOTE: from the text of the note with a "Ctrl" + "→" (tab).
- Include notes to a table within its borders in one cell, at the bottom.
- Merge all cells to one, as in the following example:

EXAMPLE:

Column 1 cell	Column 2 cell (see note 2)	Column 3 cell	Column 4 cell (see note 1)
NOTE 1: This cell is a merged cell. NOTE 2: This cell is also a merged cell.			

5.2.8 References to tables

Every table included in the ETSI deliverable shall be referred to in the text, for example using the following forms:

- "given in table 2";
- "(see table B.2)";
- "shown in table A.6".

Lower case letters are recommended (e.g. table 1), however capital letters are also acceptable (e.g. Table 1). Usage should be consistent anywhere in an ETSI deliverable including annexes.

5.3 Mathematical formulae

5.3.1 Types of equations

Equations between quantities are preferred to equations between numerical values. Equations shall be expressed in mathematically correct form, the variables being represented by letter symbols the meanings of which are explained in connection with the equations, unless they appear in a "Symbols and abbreviations" clause (see clause 2.11.2). Descriptive terms, acronyms or names of quantities shall not be arranged in the form of an equation.

EXAMPLE:

$$\tau = \sqrt{\frac{1}{(6n^2(N-3n+1))} \sum_{j=1}^{N-3n+1} \left(\sum_{i=j}^{n+j-1} (x_{i+2n} - 2x_{i+n} + x_i) \right)^2}$$

where: x_j are samples of time errors data;

N is the total number of samples;

τ is the time error sampling interval;

n is the number of sampling intervals, with n = 1, 2, ..., integer part (N/3).

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5.3.2 Layout of equations

It is recommended to use Microsoft® Equation Editor. Examples of editor sizes and styles can be found in ***editHelp!*** website.

- Use **EQ** style.
- Insert one tab before the equation to centre it.

5.3.3 Numbering

If it is necessary to number some or all of the formulae in an ETSI deliverable in order to facilitate cross-reference, Arabic numbers in parentheses shall be used, beginning with 1:

EXAMPLE 1:

$$x^2 + y^2 < z^2 \qquad (1)$$

Equations may be numbered sequentially throughout the ETSI deliverable without regard to the clause numbering, e.g. first equation is equation 1 and the twentieth equation (in, say clause 7) is equation 20. For the numbering of equations in annexes see clause 2.13.

Equations may also be numbered taking account of clause numbering.

EXAMPLE 2: First equation in clause 5 is equation 5.1, second equation in clause 5.1.1 is equation 5.2, third equation in clause 5.2.3 is equation 5.3.

EXAMPLE 3: First equation in clause 7 is equation 7.1, fifth equation in clause 7 is equation 7.5.

EXAMPLE 4: First equation in clause 7.3.2 is equation 7.3.2.1, fifth equation in clause 7.3.2 is equation 7.3.2.5.

See also clause 2.12.1.

- Should you wish to number equations automatically, the sequence numbering is highly recommended, (see clause 6.9.2).
- Insert a tab between the equation and the number to right-align the number.

5.4 Lists

Lists may be introduced by a sentence, a complete grammatical proposition or by the first part of a proposition, completed by the items in the list.

Each item in a list shall be preceded by a bullet, a dash, an Arabic numeral followed by a parenthesis, or a lower case letter followed by a parenthesis.

EXAMPLE 1:

- list item 1
- list item 2
- list item 3

EXAMPLE 2:

- list item 1;
- list item 2;
- list item 3.

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EXAMPLE 3:

- list item 1,
- list item 2,
- list item 3.

EXAMPLE 4:

1) List item 1
2) List item 2
3) List item 3

EXAMPLE 5:

a) List item a.
b) List item b.
c) List item c.

EXAMPLE 6:

- list item 1
  - list item 2
    - list item 3

"And" or "or" shall be used at the end of the penultimate element of a list to indicate unambiguously whether all the elements apply ("and") or whether they are mutually exclusive ("or").

- Use the appropriate bullet styles, i.e. styles **B1** to **B5** or **B1+ to B3+, BN, BL** (see table 8).
- Separate the list item identifier (e.g. bullet) and the text with a tab (if using styles **B1** to **B5**, the others are automatic bullet styles containing the space).
- Ensure that the formatting of the lists is consistent throughout the deliverable.

5.5 Notes and examples

5.5.1 Notes and examples integrated in the text

Notes and examples should preferably be placed at the end of the clause, or after the paragraph, to which they refer.

Notes and examples integrated in the text shall only be used for giving additional information intended to assist the understanding or use of the ETSI deliverable. They shall not contain any information considered indispensable for the use of the deliverable.

A single note in a clause shall be preceded by "NOTE:", placed at the beginning of the first line of the text of the note. When several notes occur within the same element (e.g. clause), they shall be designated "NOTE 1:", "NOTE 2:", "NOTE 3:", etc. (see also clause 2.12.1).

The word NOTE shall appear in upper case.

- Use the **NO** style.
- Separate NOTE: from the text of the note with a tab.

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EXAMPLE 1:

NOTE: Text formatted with the **NO** style will be formatted **with** a space after the paragraph.

END of EXAMPLE 1

A single example in a clause shall be preceded by "EXAMPLE:", placed at the beginning of the first line of the text of the example. When several examples occur within the same element (e.g. clause), they shall be designated "EXAMPLE 1:", "EXAMPLE 2:", "EXAMPLE 3:", etc. (see also clause 2.12.1).

When there is a danger that it may not be clear where the example ends and the normal text continues, then the end of the example may be designated by "END of EXAMPLE".

The word EXAMPLE shall appear in upper case.

- Use **EX** style.
- Separate EXAMPLE: from the text of the example with a tab.

EXAMPLE 2:

EXAMPLE: Example text.

END of EXAMPLE 2

5.5.2 Footnotes to the text

Footnotes **shall not** be used in ETSI deliverables. If necessary notes integrated in the text shall be used.

5.6 Photographs

Photographs shall be used only in accordance with the relevant provisions of the ETSI IPR Policy and the ETSI Guide on IPRs.

If the photograph shows a person and if there are doubts about the respect of the rights of personality of that person, a written confirmation that those rights have not been invaded and have been fully respected shall also be obtained from the author of the photograph. If the authorization cannot be obtained the face of this person shall be blurred.

5.7 Computer language and other code

Computer code (e.g. ASN.1, GDMO, C, C++, etc.) may be included in an ETSI deliverable but should be clearly marked as such.

- Use **PL** style.

Large volumes of program code, source code or formal description language shall be placed in an electronic attachment accompanying the ETSI deliverable. See clause 7.2 for further details.

5.8 Safety statements

ETSI Technical Committee (TC) Safety is responsible for statements to be included in any ETSI deliverables regarding the protection of the health and the safety of the user and any other person.

There are several product safety standards already available from CENELEC that have been cited in the Official Journal of the European Union (OJEU) in connection with the Low Voltage Directive (LVD) 2006/95/EC. Such Harmonised Standards can be used to demonstrate compliance with some or all of the essential requirements of article 3.1(a) of the Radio equipment & Telecommunications Terminal Equipment (R&TTE) Directive 1999/5/EC (see article 18).

If it is desired to give the user of the deliverable some guidance on safety matters, see the appropriate skeleton document available from ***editHelp!*** website.

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6 Editorial layout and formatting

6.1 ETSI styles

Use table 8 when determining which style to use for various elements of the deliverable. Do not alter existing styles or formats pre-set in the ETSI styles, do not add new styles to the ETSI template and do not delete ETSI styles (see style FP in table 8).

NOTE: For an easy application of the ETSI styles download "the ETSI styles toolbar" from ***editHelp!*** website.

Table 8

Use this style	For this type of element
Heading styles	**For different headings**
Heading 1	Clause
Heading 2 to 5	Subdivision level 2 to 5
H6	Subdivision level 6 (**not** reflected in the table of contents)
Heading 8	Annex title
Heading 9	Annex title for TRs and SRs only
Example styles	**For examples and abbreviations/symbols lists**
EX	Reference, Example →
EW	Symbol, Abbreviation, Example continuation in text →
Note style	
NO	Note integrated in the text →
Figure styles	**For formatting figures**
TF	Figure title
FL	Figure layout
NF	Note in figure →
Table styles	**For formatting tables**
TH	Table title
TAH	Heading within table or column heading
TAC	Centred texts
TAL	Left aligned text
TAR	Right aligned text
TB1	List in tables Level 1
TB2	List in tables Level 2
TAN	Note in table →
List styles (indents)	
B1 to B5	Indent 1 to 5
B1+	Bulleted indent 1 (round bullets)
B2+	Bulleted indent 2 (dashes)
B3+	Bulleted indent 3 (square bullets)
BN	Bulleted (numbers) indent 1
BL	Bulleted (letters) indent 1
General styles	**For different items**
Normal	Standard paragraph, Definition
TT	Contents list title
PL	Programming language
EQ	Equation
Header	Header (portrait and landscape pages)
Style which can be user-defined	**For formatting defined by the user that will not be altered by the ETSI processing macros**
FP	Free Paragraph
→ use "tab" between "item/number" and "text". EXAMPLE: The "tab" is preceding this example text.	

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6.2 Capital letters

Unnecessary use of capital letters should be avoided.

EXAMPLE: "user" is preferred to "User".

6.3 Different items concerning text

Bold text	Use bold to emphasize text (the underline attribute causes confusion with weblinks and revision marks).
Italic text	Use *italic* for citations, linguistic expressions or when a word/text/expression is extracted from a specific context.
Non-breaking spaces	Use non-breaking spaces (°) or non-breaking hyphens (-) in order to avoid unexpected wrap around between two words and/or numbers (e.g. 50°cm, 1°000, clause°6, etc.). These characters appear as normal spaces ( ) or hyphens (-) when printed out.
Quotation marks	Use "straight" quotation marks ("...") not “curly” or “smart quotes”.
Underlined text	It is not recommended to use underlined text (to avoid confusion with weblinks and revision marks).
Spaces after punctuation	Do not put more than one space after a full stop. Do not precede comma (,), semicolon (;), colon (:), full stop (.), question mark (?) or exclamation mark (!) by spaces.
Tabulation	Do not use spaces in place of tabs when indentation/alignment is required; this can cause text to be misaligned.

6.4 Dimensions and tolerances

Dimensions and tolerances shall be indicated in an unambiguous manner.

NOTE 1: In the text below, ° represents the non-breaking space character.

EXAMPLE 1: 80 mm°×°25 mm°×°50 mm (not 80 × 25 × 50 mm).

EXAMPLE 2: 80 µF°±°2 µF or (80 ± 2) µF.

EXAMPLE 3: 16 kbit/s to 64 kbit/s (not 16 to 64 kbit/s).

EXAMPLE 4: 0 °C to 10 °C (not 0 to 10 °C).

EXAMPLE 4a: X = [1..8].

In order to avoid misunderstanding, tolerances on percentages shall be expressed in a mathematically correct form.

EXAMPLE 5: Write "from 63°% to 67°%" to express a range.

EXAMPLE 6: Write "(65°±°2)°%" to express a centre value with tolerance.
The form "65°±°2°%" shall not be used.

NOTE 2: For "scientific units" (e.g. "s" for second(s)), please refer to the "Use of English guide" available from ***editHelp!*** website.

6.5 Quantities, units, symbols and signs

The units in which any values are expressed shall be indicated.

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6.6 Representation of numbers and numerical values

The decimal sign shall be a comma. The thousand separator shall be a space.

NOTE 1: In the text below, ° represents the non-breaking space character.

If a value less than 1 is written in decimal form, the decimal sign shall be preceded by a zero.

EXAMPLE 1: 0,001.

Each group of three digits reading to the left of a decimal sign shall be separated by a space from preceding digits or following digits respectively, except for four-digit numbers designating years.

EXAMPLE 2: 23°456 2°345 2,345 2,345 6 2,345 67 but the year 1997.

For clarity, the symbol × or a lower case x (rather than a point or any other symbol) shall be used to indicate multiplication of numbers and numerical values.

EXAMPLE 3: Write 1,8°×°10^{-3} (not 1,8 * 10^{-3} or 1,8 • 10^{-3} or 1,8 . 10^{-3}).

NOTE 2: The exception are vector values because it makes a difference whether multiplying with a "•" (scalar value) or with a "×" (vector value).

To express numbers of items (as opposed to numerical values of physical quantities), the numerals one to nine shall be spelt out in full.

EXAMPLE 4: "Carry out the test on five tubes, each 5 m long."

EXAMPLE 5: "Select a further 15 tubes for the pressure test."

Preserve document identities as in the original titles.

EXAMPLE 6: ISO/IEC°10531-1 (not ISO/IEC 10°531-1).

EXAMPLE 7: ES°201°150.

Put a non-breaking space between a number and its unit - including the percent sign (%) - even if the unit is not abbreviated:

EXAMPLE 8: 2ºpages 4ºseconds 15º%.

Write a number preceded by a unary operator (sign) without an intervening space, except for ≤, ≥, >, <:

EXAMPLE 9: a level of -3°dB …

EXAMPLE 9a: > 3 dB

Put a non-breaking space both before and after binary operators (+, –, ×, etc.):

EXAMPLE 10: a°+°b°=°c.

- Use non-breaking spaces ("Ctrl" + "Shift" + space) for the thousand separator, before and after binary operators and preceding units.
- Use a non-breaking hyphen for the minus sign:
  - For AZERTY keyboard ("Ctrl" + 8)
  - For QUERTY keyboard "Ctrl" + "Shift" + "hyphen (_)

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6.7 Referencing the ETSI deliverable as a whole in its own text

6.7.1 Referencing the single deliverable

The form "the present document ..." shall be used.

6.7.2 Referencing a multi-part deliverable

The following formulation shall be used:

For a specific part:

- "EN 300 256-2 is ...".

For various specific parts:

- "EN 300 256-7 to EN 300 256-9 are....".
- "EN 300 256-5 and EN 300 256-8 are ...".

For all parts:

- "All parts of EN 300 256 ..."

6.7.3 Referencing elements of text

Use, for example, the following forms:

- "in accordance with clause 3";
- "according to clause 3.1";
- "as specified in clause 3.1 b)";
- "details as given in clause 3.1.1";
- "see annex B";
- "the requirements given in clause B.2";
- "see the note in table 2";
- "see example 2 in clause 6.6.3";
- "see note 3 in clause 6.6.1".

If there is a need to refer to an unnumbered list item, the following formulation shall be used:

- "as specified in clause 3.1, second list item".

Lower case letters are recommended (e.g. clause 1, annex A), however capital letters are also acceptable (e.g. Clause 1, Annex A). Usage shall be **consistent** anywhere in an ETSI deliverable including annexes.

References shall be made in the forms indicated in clauses 6.7, 5.1.6 and 5.2.8 and shall not be made to page numbers.

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The terms that shall be used to designate the divisions and subdivisions that an ETSI deliverable may have are shown in table 9.

Table 9: Names of divisions and subdivisions

Term	Example of numbering
part	ES 201 111-1
sub-part	ES 201 111-1-2
clause	1
clause	1.1
clause	1.1.1
annex	A
clause	A.1
clause	A.1.1
paragraph	
subclause	

NOTE: The use of terms " paragraph" and "subclause" is authorized in "exceptional cases" (e.g where the ETSI Drafting Rules, if applied, would change the meaning of the sentence or make it difficult to understand).

EXAMPLE: "... is described in the remaining subclauses of this clause".

6.8 Pagination

Unnecessary forced pagination, (i.e. use of hard page breaks) should be avoided.

- Use Format | Paragraph | Text Flow | Keep Lines Together and Keep with Next attributes instead of "hard" page breaks.

6.9 Numbering

6.9.1 Page numbering, page headers and footers

The skeleton document supplies fields for automatic page numbering and the identification of the deliverable in the page header. Do not add anything to or delete anything from the headers and footers.

- Use the **HEADER** style on all page headers (sections) except for the title page (section).

6.9.2 Sequence numbering and bookmarking

Sequence numbering is highly recommended to automatically number **sets of items** within a deliverable, especially if the document is long and/or contains numerous references, tables, figures, equations, etc. It avoids renumbering the whole sets when inserting new items.

Sequence numbers may also be bookmarked, in order to facilitate cross-referencing throughout the text: it avoids renumbering cross-references and guarantees their accuracy.

Do not use cross-referencing option, since it implies the use of automatic heading or caption numbering (see clause 2.12.1.1).

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Use the following sequence identifiers (**Insert/Field/Numbering Seq** and type in the relevant sequence identifier):

Table 10: Sequence numberings

Sequence	Bookmark name	Description
seq equ	equ_xx	for equations (note 1)
seq fig	fig_xx	for figures (note 1)
seq ref	ref_xx	for normative references
seq refi	ref_xx	for informative references
seq tab	tab_xx	for tables (note 1)
NOTE 1: Reset the sequence numbering to one for the first item of each annex of an ETSI deliverable by using the switch **\r1** (e.g. **{ seq fig \r1 }**). NOTE 2: "xx" represents the identifier for the particular object concerned, e.g. "fig_ProcessControl" or "ref_en300466". Do not use bookmarks of the form "fig_fig1". You can use underscores as separators in sequence identifiers if necessary.		

Thus the title of a table will read:

Table { seq tab }: Table title

Bookmark each entry in a sequence (select it and use **Insert/Bookmark/Add**), using a bookmark name of the form shown in table 10. You can then refer to the table, figure, reference, etc. from the text by inserting a sequence field citing the same sequence identifier and the particular bookmark required. For example, table 10 has been bookmarked "tab_Seq_Num". Thus a reference to this table from the text reads:

- … see table { seq tab tab_Seq_Num } …

Remember to refresh the fields in order to view the correct numbers by using the "Update fields" command (F9).

7 Text containing SDL, program code, ICS and TTCN

7.1 SDL and MSC diagrams

There are three ways to include SDL diagrams (Specification and Description Language), MSC diagrams (Message Sequence Charts) or HMSC diagrams (High level MSC) as part of an ETSI deliverable.

- One is to embed SDL, MSC or HMSC diagrams in Word documents by selecting the diagram contents in the SDL/MSC tool and copy/paste into Word. Further editing as Word picture gives poor results and should be avoided.

- A second way is to include embedded postscript files produced by an SDL/MSC tool into the Word document.

In both these cases, provide SDL, MSC or HMSC diagrams in SDT binary files or as CIF files when not using SDT. Do not include SDL headers or footers.

- A third way is to provide the SDL model or MSC and HMSC diagrams as a separate file. This is recommended for large SDL models or large collection of MSC diagrams. In this case, provide CIF files, postscript or PDF files, and also if using SDT include the SDT binary files. If the SDL model uses ASN.1 data, include the ASN.1 data files, to be published with the CIF files.

NOTE: Microsoft® Visio® shall **not** be used for SDL production.

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7.2 Program code

Large volumes of program code, source code or formal description language shall be placed in an electronic attachment accompanying the ETSI deliverable.

Machine readable code contained in an electronic attachment will be considered as the definitive text, in the case of discrepancy with text reproducing the same code in the ETSI deliverable.

Text to be used when files are attached to the ETSI deliverable (if nothing already mentions it in the deliverable) can be found in the appropriate skeleton document available from ***editHelp!*** website.

XML code may, in addition, be stored at the URI referenced in the XML code. XML code which uses the ETSI root URI http://uri.etsi.org/xxxxx/ (where xxxxx is the five digit number obtained by removing the first digit of the ETSI deliverable number, and any part or sub-part numbers) may, upon request, be stored by the ETSI Secretariat at the appropriate location in the http://uri.etsi.org space.

7.3 Implementation Conformance Statement (ICS) proforma tables

Use the guidance and the ICS proforma templates contained in EG 201 058 (available from ***editHelp!*** website).

7.4 Testing and Test Control Notation (formerly Tree and Tabular Combined Notation (TTCN))

Provide TTCN as separate file(s):

- For TTCN version 2 (TTCN-2) attach the TTCN.MP.
- For TTCN version 3 (TTCN-3) attach the TTCN-3 files and other related modules, as well as the HTML documentation of the TTCN-3 files.

The textblock to be used in case of ATSs using TTCN-3 can be found in the appropriate skeleton document available from ***editHelp!*** website.

7.5 PC configuration

7.5.1 Configuration of your PC environment

Set your PC environment to use the English (International) conventions.

- Use centimetres as the preferred unit of measurement.
- Do **not** select Change 'Straight Quotes' to 'Smart Quotes' in the AutoCorrect options.
- Set Default Tab Stops to 0,5 cm.
- The remaining configurable elements of your PC are at your discretion.

7.5.2 Supported file formats

The following document formats are currently accepted by the ETSI Secretariat:

- Microsoft® Word 97-2013
- Microsoft® Word 97-2007
- Microsoft® Word 97-2003

NOTE 1: Versions prior to this are strongly discouraged.

The following file formats for embedding into a document are currently accepted by the ETSI Secretariat:

- Microsoft® Visio® 2007 and 2013

NOTE 2: Regarding the use of "stencils" or "templates", it is recommended to use those supplied with the standard version.

If additional ones are used, they should be provided to the ETSI Secretariat, together with the electronic version of the deliverable.

NOTE 3: Microsoft® Visio® shall **not** be used for SDL production (see clause 7).

- Microsoft® Office® products (i.e. Excel, Powerpoint)

The information in this clause was valid at publication of the present document. Please consult the ***editHelp!*** website for subsequent updates.

8 Harmonised Standards

8.1 General directions

The appropriate skeleton document to assist the structuring and drafting of Harmonised Standards is available from ***editHelp!*** website).

The elements necessary for the drafting of a Harmonised Standard are briefly summarized below:

a) The Harmonised Standard shall be an EN produced in accordance with the ETSI Drafting Rules.

b) The EN shall be identified as a Harmonised Standard, the reference of which is intended to be published in the Official Journal of the European Union (OJEU) referencing the relevant Directive. This identification shall be made in the "Foreword" at "Public Enquiry", "EN Approval Procedure" and "National Vote" stage and when the standard is published by ETSI (see clause 8.2).

c) The Harmonised Standard shall have appropriate transposition periods specified. A Harmonised Standard confers presumption of conformity when it has been published in the Official Journal of the European Union (OJEU) and transposed by a member state. The Official Journal citation gives the date of cessation of presumption of conformity of a previous standard. This is usually taken to be the date of withdrawal (dow) supplied by the standardization body.

d) The Harmonised Standard shall include all technical specifications necessary for demonstrating presumption of conformity of the products and phenomena within its scope.

e) Methods of measurement may be included in the Harmonised Standard, or may be normatively referenced in the text.

f) The Harmonised Standard shall contain a normative annex identifying the technical specifications with the essential requirements of the relevant Directive (see clause 8.5).

NOTE 1: ETSI Guide EG 201 399 gives guidance on the production of Harmonised Standards for all radio equipment and telecommunication terminal equipment under Directive 1999/5/EC (the R&TTE Directive). The R&TTE Directive will be repealed with effect from 13th June 2016. This guide is available from ***editHelp!*** website.

NOTE 2: ETSI Guide EG 203 336 gives guidance on the production of Harmonised Standards for application under Directive 2014/53/EC which will be applied from 13th June 2016. This guide is available from ***editHelp!*** website.

NOTE 3: The information in this clause was valid at publication of the present document. Please consult the ***editHelp!*** website for subsequent updates.

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8.2 Foreword of a Harmonised Standard

For the content of the foreword, see clause 2.5. The textblock to be used in the foreword of the Harmonised Standard can be found in the appropriate skeleton document available from ***editHelp!*** website.

8.3 EMC statements

ETSI TC ERM WG EMC is responsible for standardization and statements that may be required to be included in any ETSI deliverables regarding the EMC performance.

There are a number of EMC standards from both ETSI and CENELEC that have been cited in the Official Journal of the European Union (OJEU) in connection with both the EMC Directive 2004/108/EC and the R&TTE Directive 1999/5/EC. Such Harmonised Standards can be used to demonstrate compliance with some or all of the essential requirements of the EMC Directive or the essential requirements of article 3.1(b) of the Radio equipment & Telecommunications Terminal Equipment (R&TTE) Directive 1999/5/EC (see article 18).

If it is desired to give the user of the deliverable some guidance on EMC matters, the following text may be used in all ETSI deliverables (either as a separate clause or as the final element of the Scope):

"Requirements for EMC are outside the scope of the present document. Lists of relevant standards cited under the EMC Directive and the R&TTE Directive can be found at:

- http://ec.europa.eu/enterprise/policies/european-standards/documents/harmonised-standards-legislation/list-references/electromagnetic-compatibility/index_en.htm; and
- http://ec.europa.eu/enterprise/policies/european-standards/documents/harmonised-standards-legislation/list-references/rtte/index_en.htm.

8.4 Normative references in a Harmonised Standard

Normative references in Harmonised Standards shall be specific (identified by date of publication and/or edition number or version number). See clauses 2.10, 2.10.1.1 and 2.10.1.3.

8.5 Annex of a Harmonised Standard

The Harmonised Standard shall include an annex A as its first normative annex which presents a requirements table and conformance test specifications table (see also clauses 2.13 and 2.13.1).

The textblock and the table to be used in this annex can be found in the appropriate skeleton document available from ***editHelp!*** website.

8.6 The EN title in the official languages

Prior to publication in the Official Journal of the EU, the title of a Harmonised Standard has to be available in all of the official languages.

NOTE: The translated titles of Harmonised Standards are provided to ETSI by the relevant National Standards Organisation (NSO) during the public approval procedure (Public Enquiry, Vote and EN Approval Procedure).

9 Endorsement of documents from other standards organizations

9.0 General information - Endorsement

In the case that an ETSI deliverable would become almost identical to (i.e. with or without modifications use the entirety of) a document from another standards organization, a Technical Body may decide to prepare an ETSI deliverable defining only the differences, if any, between that document (commonly called "endorsed document") and the ETSI deliverable.

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Such an ETSI deliverable, commonly called "endorsement", shall be drafted in accordance with the ETSI Drafting Rules, in addition to clauses 9.2, 9.3 and 9.4.

Two kinds of endorsements are possible:

- Endorsement without modifications.
- Endorsement with modifications.

In both of the cases the endorsed text will be introduced by a clause titled "Endorsement notice".

9.1 Endorsement notice

The "Endorsement notice" clause is unnumbered and located after the "Definitions, symbols and abbreviations" clause. The "Endorsement notice" is a required normative element. The textblock to be used can be found in the appropriate skeleton document available from ***editHelp!*** website.

The preferred method of endorsement is defined in clauses 9.2 and 9.3.

In exceptional circumstances and in justified cases only, the methods defined in clause 9.5 may be used.

9.2 Endorsement without modifications

If the endorsed document is referred to without modifications, the title of the ETSI deliverable should be as close as possible to the title of the endorsed document, while still complying with the provisions of clause 2.1 and it shall be dated. See example:

EXAMPLE:

Endorsement of ITU-T Recommendation Q.1215 (1993): "Physical plane for intelligent network CS1", gives the following ETSI deliverable title:

Intelligent Network (IN);
Physical plane for intelligent network
Capability Set 1 (CS1)

[ITU-T Recommendation Q.1215 (1993)]

The endorsement skeleton document available from ***editHelp!*** website provides exhaustive examples and textblocks to be used while drafting this kind of document.

9.3 Endorsement with modifications

If the endorsed document is referred to with modifications (technical and/or editorial), the title of the ETSI deliverable shall clearly indicate that this is the case and be dated (see example).

EXAMPLE:

Endorsement of ITU-T Recommendation G.957 (1993): "Optical interfaces for equipments and systems relating to the synchronous digital hierarchy", gives the following ETSI deliverable title:

Transmission and Multiplexing (TM);
Optical interfaces for equipments and
systems relating to the Synchronous Digital
Hierarchy (SDH)

[ITU-T Recommendation G.957 (1993), modified]

Throughout the ETSI deliverable, the modifications shall be presented in an order following the sequence of clauses of the endorsed document. General modifications shall precede specific modifications.

- The use of underlining and striking out for the presentation of the modifications is recommended.

The endorsement skeleton document available from ***editHelp!*** website provides exhaustive examples and textblocks to be used while drafting this type of deliverable.

9.4 Annex in endorsement document

Designation of the serial order of an annex shall be with two letters, the first letter always being Z (i.e. ZA, ZB, ZC, etc.), in order to avoid confusion with any annexes of the endorsed document.

9.5 Reproduction of text from other standards organizations in endorsements

9.5.1 General and copyright

In exceptional and justified cases, it may be desired to reproduce all or part of an endorsed document, in which case the ETSI deliverable shall be drafted according to either clause 9.5.2 or 9.5.3, and shall take into full consideration the following copyright requirements, unless the owner of the endorsed document agrees to make the document available for easy download from a website, the owner's, ETSI's or a third party site:

- A signed agreement between ETSI and the organization owning the copyright of the endorsed document shall be in place.
- The signed agreement shall permit ETSI to reproduce and make publicly available the deliverables of the other organization, either in part or in full.
- The resulting document becomes an ETSI deliverable with ETSI copyright and it may be desired by ETSI to modify the contents of the endorsed document either at the time of initial publication or later. It is implicit therefore that the signed agreement shall permit ETSI to modify the text of endorsed documents.

9.5.2 Inclusion without change

The ETSI deliverable (an endorsement without modification) shall be drafted in accordance with the ETSI Drafting Rules, in particular in accordance with clause 9.2.

ETSI shall not modify the endorsed document in any way and **the entire unchanged PDF copy of the endorsed document** shall be attached to the ETSI deliverable.

The endorsement skeleton document available ***editHelp!*** website provides appropriate textblock to be used while drafting this type of document.

9.5.3 Inclusion with change

The ETSI deliverable (an endorsement with modification) shall be drafted in accordance with the ETSI Drafting Rules, in particular in accordance with clauses 9.3 and 9.4.

ETSI may modify the endorsed document and **the entire (modified) document** shall be included in the resulting ETSI deliverable (irrespective of whether it is all or part of the document which is being endorsed).

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Glossary

bibliography: list of standards, books, articles, or other sources on a particular subject which are not mentioned anywhere in an ETSI deliverable including annexes

deliverable: ETSI document, established by consensus and approved by a recognized body, that provides, for common and repeated use, rules, guidelines or characteristics for activities or their results, aimed at the achievement of the optimum degree of order in a given context

draft standard: document containing the text of the technical specifications concerning a given subject, which is being considered for adoption in accordance with the relevant standards procedure, as that document stands after the preparatory work and as circulated for public comment or scrutiny

European standardization deliverable: any other technical specification than a European standard, adopted by a European standardization organization for repeated or continuous application and with which compliance is not compulsory

informative element: provides additional information intended to assist the understanding or use of the ETSI deliverable, but which can be removed without changing its technical substance

informative reference: not essential to the use of the ETSI deliverable but that assist the user with regard to a particular subject area

NOTE: Informative references mentioned anywhere in an ETSI deliverable itself including annexes, are numbered and listed in clause 2.2 (References) otherwise they are listed in an annex entitled "Bibliography".

informative reference clause: clause listing informative references cited in the ETSI deliverable which are not necessary for its application but assist the user with regard to a particular subject area

instruction: provision that conveys an action to be performed (ISO/IEC Guide 2: 1996, definition 7.3)

normative element: sets out the provisions to which it is necessary to conform in order to be able to claim compliance with the ETSI deliverable

normative reference: essential to the use of the ETSI deliverable, i.e. without which the deliverable cannot be implemented

normative reference clause: clause listing normative references cited in the document which are necessary for its application

NOTE: For specific references, each shall be given with its year of publication or, in the case of enquiry with its year of issue, and full title. The year of publication or year of issue shall not be given for non-specific references. When a non-specific reference is to all parts of a document, the publication number shall be followed by the indication "(all parts)" and the general title of the series of parts.

provision: expression in the content of an ETSI deliverable that takes the form of a statement, an instruction, a recommendation or a requirement

NOTE: These types of provision are distinguished by the form of wording they employ; e.g. instructions are expressed in the imperative mood, recommendations by the use of the auxiliary "should" and requirements by the use of the auxiliary "shall" (see clause 3.2).

publicly available: in the context of referencing documents within ETSI deliverables, a document that may be obtained from the source organization or its distribution channels by any person (with or without payment), simply by quoting the reference given in the ETSI deliverable to the source organization or other typical supplier (e.g. National Standards Organization, Library, etc.)

NOTE: ETSI deliverables are made publicly available during the various stages of the relevant approval procedures prior to publication and at the point of publication. Thus, for ETSI deliverables, public availability is a broader concept than publication. The specific status of a publicly available ETSI deliverable may be determined by examining its History clause.

This may also be true of other standardization bodies whose documents are referenced by ETSI and this is taken into account during the preparation of ETSI deliverables.

EXAMPLE: A Public Enquiry version of an ETSI deliverable is made publicly available by ETSI and, therefore, fulfils the above definition.

published: specific case of public availability for an ETSI deliverable, occurring when all relevant approval procedures have been successfully completed

NOTE: A published deliverable may be identified by examining the History clause of the document in question. The last line in the History box will contain the word "Publication".

recommendation: expression in the content of a document conveying that among several possibilities one is recommended as particularly suitable, without mentioning or excluding others, or that a certain course of action is preferred but not necessarily required, or that (in the negative form) a certain possibility or course of action is deprecated but not prohibited

NOTE: Table "4" specifies the verbal forms for the expression of recommendations.

requirement: expression in the content of a document conveying criteria to be fulfilled if compliance with the document is to be claimed and from which no deviation is permitted

NOTE: Table "3" specifies the verbal forms for the expression of requirements.

standard: document, established by consensus and approved by a recognized body, that provides, for common and repeated use, rules, guidelines or characteristics for activities or their results, aimed at the achievement of the optimum degree of order in a given context

statement: provision that conveys information (ISO/IEC Guide 2: 1996, definition 7.2)

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Acronyms

ASCII	American Standard Code for Information Interchange
ASN.1	Abstract Syntax Notation no. 1
CIF	Common Interchange Format
EDRs	ETSI Drafting Rules
EN	European Standard
EG	ETSI Guide
EMC	ElectroMagnetic Compatibility
ES	ETSI Standard
ETS	European Telecommunication Standard
GDMO	Guidelines for the Definition of Managed Objects
GR	Group Report
GS	Group Specification
HMSC	High level MSC
ICS	Implementation Conformance Statement
IPR	Intellectual Property Rights
LVD	Low Voltage Directive
MP	Machine Processable
MSC	Message Sequence Charts
NSO	National Standards Organisation
OJEU	Official Journal of the European Union
PDF	Portable Document Format
R&TTE	Radio equipment & Telecommunications Terminal Equipment
SDL	Specification and Description Language
SDT	SDL Development Tool
SR	ETSI Special Report
TB	Technical Body
TC	Technical Committee
TR	ETSI Technical Report
TS	ETSI Technical Specification
TTCN	Testing and Test Control Notation
TTCN	Tree and Tabular Combined Notation

NOTE: The introduction of TTCN-3 led to a name change from Tree and Tabular Combined Notation to Testing and Test Control Notation. It shall be made clear in each ETSI deliverable which version of TTCN applies.

TWP	Technical Working Procedures

History

Document history		
V1.1.1	April 1998	Publication as TR 101 262 (Withdrawn)
V1.2.1	September 2000	Publication as SR 001 262 (Withdrawn)
V1.3.1	April 2001	Publication as SR 001 262 (Withdrawn)
V1.4.1	September 2001	Publication as SR 001 262 (Withdrawn)
V1.5.1	February 2002	Publication as SR 001 262 (Withdrawn)
V1.6.1	July 2002	Publication as SR 001 262 (Withdrawn)
V1.7.1	November 2002	Publication as SR 001 262 (Withdrawn)
V1.8.1	December 2003	Publication as SR 001 262 (Withdrawn)
V2.0.0	July 2004	Publication as SR 001 262 (Withdrawn)
V22	July 2007	Incorporation as part of the ETSI Directives Version 22
V24	May 2008	Publication in the ETSI Directives
V25	January 2009	Publication in the ETSI Directives
V27	May 2010	Publication in the ETSI Directives
V28	May 2011	Publication in the ETSI Directives
V29	January 2012	Publication in the ETSI Directives
V30	January 2013	Publication in the ETSI Directives
V31	April 2013	Publication in the ETSI Directives
V33	May 2014	Publication in the ETSI Directives
V34	December 2014	Publication in the ETSI Directives
V35	December 2015	**Updated EDR clause 1.1** to append the definition of EN with definition of Harmonised Standard as specific case of EN. **Updated EDR clauses 2.13.0, 5.8, 8, 8.1, 8.2, 8.3, 8.4, 8.5 and 8.6** to align the EDRs with the European Standardisation Regulation in their spelling of the term Harmonised Standard, spelled with “s” rather than “z”. **Updated EDR clauses 9.2 and 9.3** to specify that the endorsement of documents from other standards organizations shall be dated.
V36	June 2016	Publication in the ETSI Directives

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History of the ETSI Directives

1988 - 1997 (original ETSI Structure comprising GA/TA/TCC)

Date of version	Changes
Version 001 March 1988	1st edition of the "Directives" comprising the: ETSI Statutes and the ETSI Rules of Procedure.
Version 2 November 1990	2nd edition of the "Directives" comprising the revised ETSI Statutes and the ETSI Rules of Procedures. ETSI Statutes: Article 6.1 (1st line changed to: "Subject to Article 6.3 below, membership of the Institute may be obtained in only one of the following categories."), Article 6.4 added ("The Institute may establish states of membership with limited rights and/or obligations available to candidates not fulfilling all conditions for Full membership), Article 10 on Structure ("Special Committees" and "assisted by a Deputy Director" added), Article 14.2 on Secretariat ("or in his absence the Deputy Director" added) and Article 18 on Auditor ("annually" deleted).
Version 003 March 1991	ETSI Rules of Procedures: Article 1.2.2 (text added: "with the right to speak but not the right to vote"). Article 4.2.7 (text added: "Costed Annual Programme and Special Voluntary Programme"). Article 6.4.9 (to read "to ensure that all the required procedures of Articles 14.4 and 14.5 have been implemented before draft standards are adopted"). Article 11.4.1 (text added at the end: "All contributions and fees shall be based on the updated membership situation as at 30 November of the immediately preceding year"). Article 14 on "Elaboration, Approval and Implementation of Standards" considerably modified. Article 15.2 modified ("ETSI shall cooperate in joint Groups and committees set up with other European Standards Bodies in order to obtain proper coordination of standardisation activities, the necessary alignment of relevant parts of their working rules and a common approach to future developments in the area of standardisation in Europe"). Annex 1, definition of Private Service Provider ("a service or" added). Annex 3, National voting weight of the Austrian Administration increased from 3 to 5.
Version 004 April 1992	ETSI Rules of Procedures: New Article 6.4.10 bis. Article 14.3.2 (point b, reference added to ISO and IEC to read "...or a standard in the field of ETSI's interest prepared by ISO and IEC where there is no ETS already in existence". New Article 14.5 ter on Withdrawal procedure. Article 14.6 on Transposition Arrangements. New Article 15 on Elaboration and approval of technical basis for regulations. Annex 2 Clause 5 (text added: "The General Assembly can decide, on a case by case basis, to assign a lower class of contribution to an Associate member whose field of interest is limited to a specific area within the ETSI standardisation work". Annex 2 Clause 11 deleted. Annex 3: Romania and Bulgaria added with a voting weight of 3. Annex 5: Definition of TBR introduced and two separate definitions for ISO and IEC instead of JTC1. Deletion of words CEN/CENELEC/CEPT under ITSTC.
Version 005 March 1993	New: ETSI IPR Policy and Undertaking

Date of version	Changes
Version 006 March 1994	ETSI Rules of Procedures: Changes in the following Articles: Article 3.4: The GA's powers (added) and functions, and editorial changes. Article 6.4: The TA's powers (added) and functions, §7 added: "dealing with any other matter referred to it by the General Assembly" and all other § renumbered. Article 8.1 CICITT and CCIR replaced by ITU. Article 8.4. Article 12.3: last sentence added. New Article 12.4 on vote procedure for the appointment of Chairs and Vice Chairs of Assemblies and TCs, Director and Deputy Director. Articles 12.4 and 12.5 renumbered to 12.5 and 12.6. Article 12.5: Secret ballot shall be also be used for election of Chairs and Vice Chairs of Assemblies and TCs. Articles 14.1 and 14.3.2: CCITT and CCIR replaced by ITU. Article 14.4: deletion of the 2nd paragraph. Articles 14.5bis, 14.5ter and 14.6 renumbered to 14.6, 14.7 and 14.8. Article 14.7 renumbered to 14.9 and CCITT and CCIR replaced by ITU. Article 15.1: becomes Article 15 and deletion of the two last sentences. Article 15.2 renumbered to Article 16. Article 16 renumbered to Article 17: Review of activities should be made at regular intervals and the Director shall present a report on activities of the Institute to the GA. Articles 17, 18, 19 renumbered to Articles 18, 19 and 20. Cross-references changed in several Articles as a consequence of the renumbering of certain Articles: Articles 11.2.3, 12.2.1, 14.4. Annex 3: Weighted National Votes: Czechoslovakia replaced by Czech Republic. Hungary (2), Slovak Republic (2) and Slovenia (2) added. Annex 5: List of Abbreviations: CCIR, CCITT deleted. CTR, EEA, GATT, I-ETS, ITU, JTC1, NSO and TTO added.
Version 007 November 1994	ETSI Rules of Procedures: Annex 3, Weighted National Votes: Croatia (2) added and Russia (tba) added. New Annex 6: ETSI Interim IPR Policy.
Version 008 March 1995	ETSI Rules of Procedures: Annex 3, Weighted National Votes: Austria (from 5 to 4), Finland (3), Sweden (from 5 to 4), changes made after these three countries have joined the European Union (E.U.), Russia (5).
Version 009 April 1996	ETSI Statutes: Changes in most Articles: Article 1, Article 2, Article 3, Article 4, Article 6, 6.1, 6.2, 6.3, 6.4 and Articles 6.5, 6.6, 6.7 added, Article 7, Article 8, Article 9, Article 10, Article 11, Article 12 entitled "Meetings of the GA", New Article 13 on "The Board", Article 14 entitled "The Technical Organization", Article 15 entitled "Director-General and Deputy Director-General", Article 16 entitled "Secretariat", Article 17 on "Auditor", Article 18 "Amendments to these Statutes and the Rules of Procedure" and Article 19 entitled "Dissolution, Winding Up". ETSI Rules of Procedures: Changes in most Articles including: Article 1 addition of Article 1.5 on Counsellor's Status. Article 2: Board added, Technical Organization used to replace Technical Assembly, Technical Committees and Project Teams, term "General" added to Director and Deputy Director. Article 3: Powers and functions of the GA described and addition of Articles 3.4.14 to 3.4.32. Article 4 (previous 7) few changes. New Article 5 on the Board's Powers, functions and duties. New Article 6 on Technical Organization. Article 7 (previous 10): Technical Assembly deleted. Article 8 (previous 4) on D-G and DD-G quite a few changes. Article 9 (previous 5), no change. Article 10 (previous 11): word "budget" replaced by "account. Year to pay contributions separated into two: 1st and 2nd semester. Article 11: Voting by the GA: in urgent cases, vote by correspondence agreed, Article 12 (previous 13) Quorum and Proxy voting. Article 13 (previous 14) Elaboration, Approval and Implementation of European Standards: Article 13.1 compressed into one sentence. Article 13.2 now entitled National Standards Organization: MoU to be signed between ETSI and NSOs (instead of agreement). Article 13.3: ETS replaced by EN (Telecommunications series) and many changes in Articles: 13.4, 13.5, 13.6, 13.7 and 13.8.

Date of version	Changes
	Article 14 previous 15): Elaboration, approval and implementation of ETSI Standards and ETSI Guides, many changes. Article 15 (previous 16): Relationship of ETSI to other bodies: co-operation with other European Standards Bodies replaced by other European regional and world-wide organizations and "...common approach to future developments in the area of standardization in Europe and at the international level". Article 16 (previous 17): Review of activities: no change except Director "General" added. Article 17 (previous 18): Official languages: new Article 17.2 on the language of the Board which shall decide its own working language, Article 17.4: ..."The translation may only be performed under the responsibility of an NSO in whose country the relevant language has official status". Article 18 (previous 19), Litigation: no change. Article 19 (previous 20), Amendments to the Statutes and the Rules of Procedure: "... shall be put to a SCM giving not less than three months' notice which shall include an agenda and the proposed text." Approval to Statutes: not less than 75% and to the Rules of Procedure including their annexes: not less than 71% of the total weighted votes cast to be in favour. Changes in Annexes 1, 3: Weighted National Votes: New Ukraine: 5, Austria and Sweden: from 5 to 4 and new Lithuania: 2. Editorial changes in other annexes introduced as a consequence of the adopted changes of the main text. New Annex 7: Rules of Operation for the Board.
Version 010 July 1996	ETSI Board's Powers and Functions adopted by GA#26 in July 1996 and included in this version.
Version 011 August 1996	ETSI Board's Working Procedures adopted by Board#01 in August 1996 and included in this version.
Version 012 April 1997	ETSI Board's Powers and Functions adopted by GA#28 in April 1997: Update of functions 14 and 22, New function added "24" on Approval and maintenance of TWPs and New function added "25" on Handling of Publicly Available Specifications (PAS)

1997 - 2011 (HLRG/TFIG revised ETSI structure comprising GA/Board/OCG)

Date of version	Changes
Version 1 June 1997	1st edition of the "Directives" comprising the: ETSI Statutes, ETSI Rules of Procedure (RoP), Board Working Procedures, Powers & Functions delegated to the Board (Board P&F), ToRs of the Operational Co-ordination Group (OCG), Technical Working Procedures (TWP).
Version 2 December 1997	RoP Article 10 (Finance), Annex 3 (Weighted National Votes - Lithuania, Bosnia & Herzegovina) & Annex 6 (Intellectual Property Rights). See Collective Letter 1849.
Version 3 April 1998	RoP Articles 1.2.3, 11.1.2, 11.2.2, 11.3, 12.3, 14, Annex 2, Annex 4 (Associate member voting rights). TWP Articles 1.5.2, 1.7.1, C.1 (Associate member voting rights). See Collective Letter 1872.
Version 4 December 1998	RoP Article 10 (late payment penalty fee of 3%), Annex 3 (Weighted National Votes - Estonia). Board P&F Articles 13, 19 (removal of references to NBDG). TWP Articles 1.6.6, 1.7.1, A.1 (editorial changes), Article 2.2.2.2 (OAP for maintenance of *Harmonised Standards*), Annexes 3, 4 (alignment with EC Directives), Annex 3 (addition of SR). See Collective Letter 1926.
Version 5 May 1999	RoP Annex 2 (change ECU to EUR, definition of TTO improved, new class of contributions table and editorial corrections), Annex 3 (Weighted National Votes - Latvia), Annex 4 (table replaced with reference to Annex 2). TWP Article 1.10 (improved STF financial accountability). See Collective Letter 1951.
Version 6 June 1999	Board Working Procedures Article 6 (attendance of observers at Board meetings), Article 8 (Code of Conduct) {text to be added later}, Article 9 (confidential votes). See Collective Letter 1959.
Version 7 September 1999	TWP Article 1.6.6 (scope of draft *Harmonised Standards*), Article 2.2.2.1 (OAP for *Harmonised Standards* based on existing, adopted ETSs, ENs or TBRs). See Collective Letter 1969.
Version 8 November 1999	Should have included RoP Article 11.4 (Voting rules for appointment of Board Chairman) but was never actually issued.
Version 9 February 2000	Statutes Article 18 (SCM notification reduced from 3 months to 6 weeks). RoP Article 19 (SCM notification reduced from 3 months to 6 weeks), RoP Annex 2 (editorial), RoP Annex 6 (inclusion of Technical Specifications into IPR Policy). TWP Introduction & Articles 1.1, 1.2, 1.3.1, 1.6.3, 1.6.5, 1.7.2, 1.10.2, 1.10.3 and 1.11 ("General Assembly" replaced with the term "Board"), Article 1.3.1 (appointment of a *Technical Body* Chairmen), Article 1.5.5 (TB membership list), Articles 1.6.3, 1.6.4 (adoption of *Work Item*), Article 1.6.5 (stopping a *Work Item*), Article 1.9.3 (Meetings Reports on Docbox), Article 1.10.2 (STF ToRs moved to new Annex F), Articles 2.2.1.1.1, 2.2.1.1.2, 2.2.1.3 (TAP/OAP durations clarified), Article 2.2.3.3 (withdrawn ESs and EGs will remain publicly available), Article 2.2.4.3 (withdrawn TSs and TRs will remain publicly available), new Article 2.2.5 (“Historical” documents), Annex A (definition of SR modified), Annex B (deliverable prefixed "ETSI"), Annex D (editorial), Annex E (made normative), Annex F (new annex with STF Terms of Reference text transferred 1.10.2). See Collective Letter 2004.
Version 10 April 2000	RoP Article 11.4 (Voting rules for appointment of Board Chairman). TWP Article 1.1.3 (EPP characteristics modified), Article 1.10.3 (STF dates changed). See Collective Letter 2010.

Date of version	Changes
Version 11 December 2000	Statutes Article 6 (observers no longer only from CEPT), Article 11.1 (voting under 11.2 extended to Associate members. Quorum requirements still Full members only), Article 13 (Board members may also be nominated by Associate members). RoP Articles 1.2.3, 1.2.4, 4.1, 4.5, 10, 11.1.2, 11.2.2, 11.2.3, 11.3, 11.5, 12.1, 12.2, 14, Annex 2, Annex 4, Annex 7 (extended associate member rights). Board Working Procedures Article 6.1 (Associate members may attend Board meetings). ETSI Financial Regulations included in Directives. OCG ToRs Article A), 4e) (monitoring the efficiency of the TO). TWP Article 1.7 (one-member-one-vote option removed), Annex C (end of use of old deliverable types). See Collective Letter 2055.
Version 12 December 2001	RoP Articles 1.2.2, 1.2.3, 1.2.4, Annex 2 (EDS included into 1st Unit of Contribution), Board Working Procedures Article 5 (location of meetings), Board P&F Article 25 (deleted), Financial Regulations Articles 6, 8.3, 10, 15 (clarifications and change to euros). TWP Articles 1.5.4, 1.7.1.1, 1.7.1.2, Annex A (inclusion of electronic voting tool), Article 1.10.3 (updated STF procedure), Articles 2.3 (new PAS procedure), Annex G (IPR forms included). See Collective Letter 2137.
Version 13 April 2002	RoP Articles 1.2.2, 1.2.3, Annex 2 (fees paid by User Associations).See Collective Letter 2161.
Version 14 December 2002	OCG ToRs (opening-up to permit members to attend OCG meetings as observers). Collective Letter 2222.
Version 15 April 2003	RoP Article 10.3 (late payment penalty change from 3% to 5% & year-end surplus refund clarified). Board P&F Article 21 (Appointment of Chairmen). Board Working Procedure Article 8 (changed from unused "Code of Conduct" to new "Board documentation"), new Article 10 (Voting by Correspondence). TWP Article 1.3.1, 1.7.1, 1.7.1.3 (Appointment of Chairmen). Collective Letter 2246.
Version 16 December 2003	RoP Articles 1, 10, Annex 1, Annex 2 (to reinforce the procedures on member contributions), Article 13.5.3 (separate counting of EU/EFTA votes). OCG ToRs (allocation of resources for STFs). TWP Article 1.10, new Annexe F, new Annex H (management and operation of STFs). Collective Letter 2307.
Version 17 December 2004	RoP Article 1.1, Annex 1, Annex 2 (status of Universities & Public Research Bodies), Article 1.1, Article 1.2.4, Annex 1 (status of NSOs), Article 7.2 (Special Committees), Article 11, Annex 3 (Weighted National Vote requires at least one GDP paying member), Annex 3 (updated to Treaty of Nice national weighted voting system as of 1 November 2004). ETSI Guide on IPRs included in Directives. TWP Article 1.4 (remote participation in TB meetings), Article 2.2.6 (approval procedures for Special Reports), Annex G (revised IPR forms). Collective Letter 2377
Version 18 December 2005	Statutes Article 10 (creation of "*Industry Specification Groups*"). RoP Articles 2, 3.4.33, 8.3.9 (creation of "*Industry Specification Groups*"), Articles 1.2.2, 1.2.3, Annex 2 (Partnership Projects may be subject to a minimum contribution), RoP Articles 1.2.2, 1.2.3, 4.3 (user issues - free EDS and GA vice-chair position), Article 10.3 (modification to late payment penalty fee date), Annex 6 Article 4.1 (IPR Policy). ETSI Guide on IPRs (clarification text subsequent to the change of Article 4.1 of the IPR Policy). Board P&F Article 13 (user relevance in Work programme). Collective Letter 2444.
Version 19 April 2006	Statutes Articles 2, 3 (inclusion of "*other electronic communications networks and services*"). Board P&F Article 16 (modified to include *Industry Specification Groups*), new Article 25 (creation/termination of *Industry Specification Groups*). Collective Letter 2471.
Version 20 July 2006	TWP Clause 1.4 ("Three-meeting Rule"), Introduction & Articles 2.1, 2.2.7 (new), 3 (new), Annex A, Annex B, Annex D, and Annex E (implementation of *Industry Specification Groups* in the Technical Working Procedures), Annex A (to ensure the informative status of Technical Reports). Inclusion of History section. Collective Letter 2487.

Date of version	Changes
Version 21 December 2006	RoP Annex 3 (Weighted National Votes for FYROM, Romania (from 1 January 2007) and Bulgaria (from 1 January 2007)), Annex 6, Article 3.1 (IPR Policy Objectives), Article 6 (Availability of Licenses), Article 8 (Non-availability of Licenses). ETSI Guide on IPRs section 1.1 bullet 2 (to clarify the issue of selecting only the best technical solution), section 2, section 2.1.2 & Article 2.3.3 (concerning clearer IPR Licensing Declarations including a new form for General IPR Licensing Declarations), section 2.4.3 (concerning non response by an IPR owner), section 4.1 (Licensing terms), Annex B (IPR Forms - inserted). OCG ToRs to include *Industry Specification Group* Chairmen, to enable inter-TB dispute resolution and to allow the creation of permanent OCG sub-groups. TWP Clause 1.6.1, Clause 1.6.3 & Clause 1.6.4 (user relevance of *Work Items*), Clause 1.6.3, Clause 2.2.1.1, Clause 2.2.3.1, Clause 2.2.4.1 & Clause 2.2.6.1 (to enable better inter-TB dispute resolution), Annex F (updated STF template), Annex G (IPR Forms - moved to IPR Guide). Collective Letter 2516.
Version 22 July 2007	RoP Annex 2 Clause 6e (membership conditions for Universities and Public Research Bodies). IPR Guide section 2.3 (*Technical Body* Chairmen's duties), section 4.1 (Licensing terms). Antitrust Guidelines (new guideline). TWP Annex A section A.3 (definitions of EGs and SRs), Annex E section E.2 (choice of deliverable types TR, EG and SR), Annex F section 3.8.1 (validation), Annex F section 3.12 (new section to include the provision of more detailed information on the extent to which any conformance test specifications (PICS, PXIT, ATS, etc.) are being validated), Annex F section 3.12 to 3.15 renumbered as 3.13 to 3.16. ETSI Drafting Rules (incorporated as a part of the ETSI Directives instead of being an SR). Collective Letter 2540.
Version 23 December 2007	RoP Article 10.3 (change of date for the declared position of the member/Observer contributions), Annex 2 Clauses 10 & 11 (alignment of inconsistencies with the rest of the Annex), Annex 1 (Definition for Micro-Enterprises added), Annex 2 (Micro-Enterprises allowed to pay a reduced first unit of contribution), Annex 3 (Weighted National Votes for Serbia & Georgia). TWP Clause 2.2.1.1.1 and (new) Annex J (resolution reports from TBs following Public Enquiry on ENs), Clause 1.9.3 (provision of meeting reports). Collective Letter 2594.
Version 24 May 2008	"Guidelines for the implementation of Annex 2 of the Rules of Procedure" inserted into the Directives immediately after the RoP. BWP Clause 8.2 ("Cut-off date" for Board Decision documents now becomes "... 7 days prior to the meeting ... "). TWP section 1.10, Annex F and Annex H (Specialist Task Forces). ETSI Drafting Rules (revised version). Collective Letter 2627.
Version 25 January 2009	RoP Annex 6 Clauses 4.3, 6.2, and 15.13 (handling of Patent Families), RoP Annex 6 Clause 6.1 (status of IPR undertakings), RoP Annex 6 Clause 6.1 (transfer of ownership of essential IPRs), RoP Annex 6 Appendix A (move of Licensing Declaration forms from Annex B of IPR plus exact alignment of text with IPR Policy), RoP, Annex 6 Clause 6bis (use of the IPR forms mandatory), ETSI Guide on IPRs, Clauses 2.1.2 (now 2.1.3), 2.1.3 (now 2.1.4), 2.4.2, 2.3.3, 4.2 and Annex B (to reflect above changes to IPR Policy), ETSI Guidelines for Antitrust Compliance (editorial corrections), Guideline on rights and obligations for former elected officials and former staff members (new), TWP sections 1.6.1, 1.6.4.1, 1.6.4.2, 1.9.3, Annexes A.1, K, L, M and K (Environmental aspects, Security aspects, Hierarchical Work Programme, *Work Item* milestones, Change Control, *Work Item* proposal form). ETSI Drafting Rules (revised version). Collective Letter 09_2692

Date of version	Changes
Version 26 July 2009	Statutes Articles 10 and 15 (deletion of the post of Deputy Director-General). RoP Articles 2, 3, 8, 9, 11 and Annex 7 (deletion of the post of Deputy Director-General), RoP Article 1.4 (change of date for giving notice of resignation from membership). Financial Regulations Article 1.2 (deletion of the post of Deputy Director-General). OCG ToRs Clause B) (deletion of the post of Deputy Director-General). Collective Letter 09_2731.
Version 27 May 2010	Financial Regulations (deletion of "Preamble" to avoid confusion concerning updates since original version), OCG ToRs Clause A (inclusion of *Industry Specification Group*s into the Scope of OCG), TWP sections 2.2.1.1.1, 2.2.1.1.2 and 2.2.1.3 (deletion of the additional dispatch time under the EN approval process), TWP section 1.10, 1.10.1, 1.10.2.2, 1.10.2.3, 1.10.3, 1.10.7, Annex H.4 and the removal of Annex F (partial implementation the STF Review Recommendations), TWP section 1.5.3, Annex M and new Annex N (implementation of a Harmonised TB Contribution Template), TWP section 3.5 (convening an *Industry Specification Group* meeting), ETSI Drafting Rules Clauses 2, 3.1, 12, 12.3 and 16.1 (various updates, see EDR History section). Collective Letter 10_2786.
Version 28 May 2011	Removal of the term "(Telecommunication series)" throughout the Directives affecting: RoP - Articles 13, 14, 17, Annex 1, and Annex 6; Guidelines for Antitrust Compliance - Article C.5; TWP - Clauses 1.6.2, 1.6.7, 2.2.1, 2.2.2, 2.4, Annex A, Annex B, Annex C and Annex E; EDRs - Clauses 3.2 and 9a. Guidelines for Antitrust Compliance (update of references from Articles 81/ 82 EC to Art 101/ 102 TFEU throughout). RoP new Article 8.3.10 (inclusion of Secretariat Business Plan in the responsibilities of the D-G). RoP Annex 7 Clause 1 (to give the FC Chairman the right to participate in Board meetings). Terms of Reference of the Finance Committee (FC) inserted into ETSI Directives. Board Powers & Functions updated: new Articles 26, 27, 28. TWP Clause 1.4 (rights of Observers and Non-members in ETSI *Technical Body* meetings), TWP section 1.6.2 (creation of *Work Item*s across multiple *Technical Bodies*), TWP Clause A.3 (definition of *Harmonised Standard* updated). ETSI Drafting Rules (various updates, see EDR History section). Collective Letter 11_2869.
Version 29 January 2012	Statutes Articles 2 & 3 (clarifications and guidelines to the ECRT model of membership payments). RoP Annexes 1 & 2 (clarifications and guidelines to the ECRT model of membership payments), Guidelines for the implementation Annex 2 of the Rules of Procedure Article 1 (clarifications and guidelines to the ECRT model of membership payments), RoP Annex 6 (handling of Software Copyright issues). Board Working Procedures: new Article 1.4 (conflict of interest in STF selection process). TWP Clause 1.4 (to permit potential members of an intended Partnership Project to participate in ETSI *Technical Body* meetings). ETSI Drafting Rules (various updates, see EDR History section). Collective Letter 12_2929.
Version 30 January 2013	RoP Article 13.4 to enable the implementation of a new simplified EN Approval Procedure. New Board Power (29) delegating authority to the Board for the processing of new members applications for Partnership Projects. TWP Clause 1.1 and annex D to update the characteristics of an “ETSI Project". TWP Clauses 2.2, 2.4, Annex A.5, Annex C.2.1, Annex K concerning the introduction of a new simplified EN Approval Procedure (ENAP). ETSI Drafting Rules Annex B.4 updated TTCN handling, Annex E.5 updated reference to EN Approval Procedures, new Annex G for the inclusion of optional EMC statements in ETSI deliverables. Collective Letter 13_3006.

Date of version	Changes
Version 31 April 2013	RoP Annex 6 (ETSI IPR Policy) new Clause 6.1bis and related changes in Appendix A to address the issue of when a standard-essential patent subject to a FRAND licensing undertaking made pursuant to Article 6.1 of the ETSI IPR Policy is transferred to a new owner. Editorial correction in Clause 6.1 and correction of an incorrect reference in Appendix A. Updated/new Articles 4.6, 4.7, 4.8, 8.5, 8.6, 8.7, 8.8, 11.5 and Annex 7 for the implementation of GAGS Recommendations 1 to 14 concerning the improvement of selection, appointment, dismissal, and other related processes for the ETSI elected officials at GA and Board level. Modification to Article 8.3.10 to change the term "Secretariat Business Plan" to "Secretariat Activity Plan". Modification to Annex 3 to include a weighted nation vote of 4 for Albania.
	ETSI Drafting Rules new Clause 10 to permit the inclusion of an Executive Summary (optional) between "Foreword" and "Introduction" of an ETSI Deliverable. Existing Clause 10 re-numbered as Clause 10a. Collective Letter 13_3006.
Version 32 October 2013	ETSI Guide on IPRs Article 4.2 updated to address the issue of when a standard-essential patent subject to a FRAND licensing undertaking made pursuant to Article 6.1 of the ETSI IPR Policy is transferred to a new owner (clarification text subsequent to the introduction of Article 6.1bis in the IPR Policy). TWP Clauses 3.1, 3.2, 3.4, 3.10 and annex D.3 regarding the operation of *Industry Specification Groups*. TWP Clauses 1.4 and 3.4 regarding the participation of Associations in TBs and *Industry Specification Group*s. Collective Letter 13_3067.
Version 33 May 2014	RoP Article 4.9 updated concerning GA Chairman/Vice-Chairman's supported status Annex 7 (ETSI IPR Policy). RoP Annex 3 modification concerning the Weighted National Vote for Moldova. RoP Annex 7 updated concerning changes in a Board member's supported status. TWP Clauses 2.2.1.1.1, 2.2.1.1.2, 2.2.1.3, 2.2.3.1.1, 2.2.3.3, 2.2.4.1, 2.2.6.1 and 2.2.7.1 updated to reflect the reduction of some deliverable processing times. TWP Introduction, Clauses 1.1.1, 1.1.2, 1.2, 1.3.1, 1.3.3, 1.4, 1.5.3, 1.5.6, 1.6.1, 1.6.8, 1.7.1, 2, 2.2.1.1.2, 2.2.1.2, 2.2.2.2 and new Annex P updated to reflect the agreement on joint technical working with CEN and CENELEC. TWP Clause 1.5.4 updated clarifying member representation in TB meetings. ETSI Drafting Rules re-structured to simplify and adapt them to the structure used in ETSI deliverables. Collective Letter 14_3113.
Version 34 December 2014	RoP Article 3.6 updated to clarify the handling of GA documentation. RoP Annex 3 updated concerning the allocation of a weighting of 3 to the National Delegation of Montenegro. Board Power (29) updated concerning delegating authority to the Board for the processing of new Partner applications for Partnership Projects. TWP new Clause 1.6.9, new Annex Q, new Annex R, updated Clause 1.8, and deletion of Clause 2.3 concerning the Partnership Engagement Process and the PAS Process. TWP Annex P updated to include the missing Annex 4 "Document history" section. ETSI Information Policy included. Collective Letter 14_3151.
Version 35 December 2015	**RoP Article 18** updated concerning better protection of the Institute towards lawsuits brought against it by its members. **RoP Article 8.3** updated to ensure (1) appropriate storage of corporate group data in the ETSI membership database and (2) corresponding update of corporate group or company information in case of changes from mergers and acquisitions or divestitures. **TWP Clause 2.2.1.1.1** updated to reflect the reduction of EN Approval Procedure duration. **TWP Clauses 1.2, 2.2.1.2, 2.2.2.2, 2.2.3.2, 2.2.4.2, 2.2.6.2 and 2.2.7.2** updated to identify the *Technical Body* responsible to perform the maintenance of the ETSI deliverable of a *Technical Body* which no longer exists. **TWP Clauses 2.2.1.2 and 2.2.2.2** updated to implement a routine review of ENs. **EDR Clause 1.1** updated to append the definition of EN with definition of *Harmonised Standard* as specific case of EN.

Date of version	Changes
	EDR Clauses 2.13.0, 5.8, 8, 8.1, 8.2, 8.3, 8.4, 8.5 and 8.6 updated to align with the European Standardisation Regulation in their spelling of the term *Harmonised Standard*, spelled with "s" rather than "z". **EDR Clauses 9.2 and 9.3** updated to specify that the endorsement of documents from other standards organizations shall be dated. Collective Letter 15_3245.
Version 36 June 2016	**RoP Article 8.3.3** updated to reflect the implementation of a new STF Process. **TWP Introduction, Clauses 1.3.3, 2.2.7, 2.2.7.1, 2.2.7.2, 2.2.7.3, 3.1, 3.2, 3.3.1, 3.3.2, 3.3.3, 3.4, 3.8 and Annex A.1, A.2, A.3, A.5, B, D.3, K** updated, and **Clause 2.2.7.4** added, to reflect the creation of Group Report (GR) as a new ETSI *Industry Specification Group* deliverable type and the introduction of several enhancements and clarifications related to the *Industry Specification Group* processes. **TWP Clause 1.10** and **Annex H** updated to reflect the implementation of a new STF Process and the new EC/EFTA lump-sum-based funding mechanism (**Clauses 1.10.1, 1.10.2.3, 1.10.2.4, 1.10.3 and Annex H** updated, **Clauses 1.10.4, 1.10.5** and **Annex H.2** added, **former Clause 1.10.4** renumbered 1.10.6, **former Clause 1.10.5** updated and renumbered 1.10.7, **former Clause 1.10.6** updated and renumbered 1.10.8, **former Clause 1.10.7** updated and renumbered 1.10.9, **former Annex H.1** replaced by a new Annex H.1, **former Annex H.2** updated and renumbered H.3, **former Annex H.3** updated and renumbered H.4, **former Annex H.8** updated and renumbered H.5, **former Annexes H.4, H.5, H.6, H.7** deleted).