



The Standards People

# ETSI DIRECTIVES

## Version 44

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[www.etsi.org](http://www.etsi.org)

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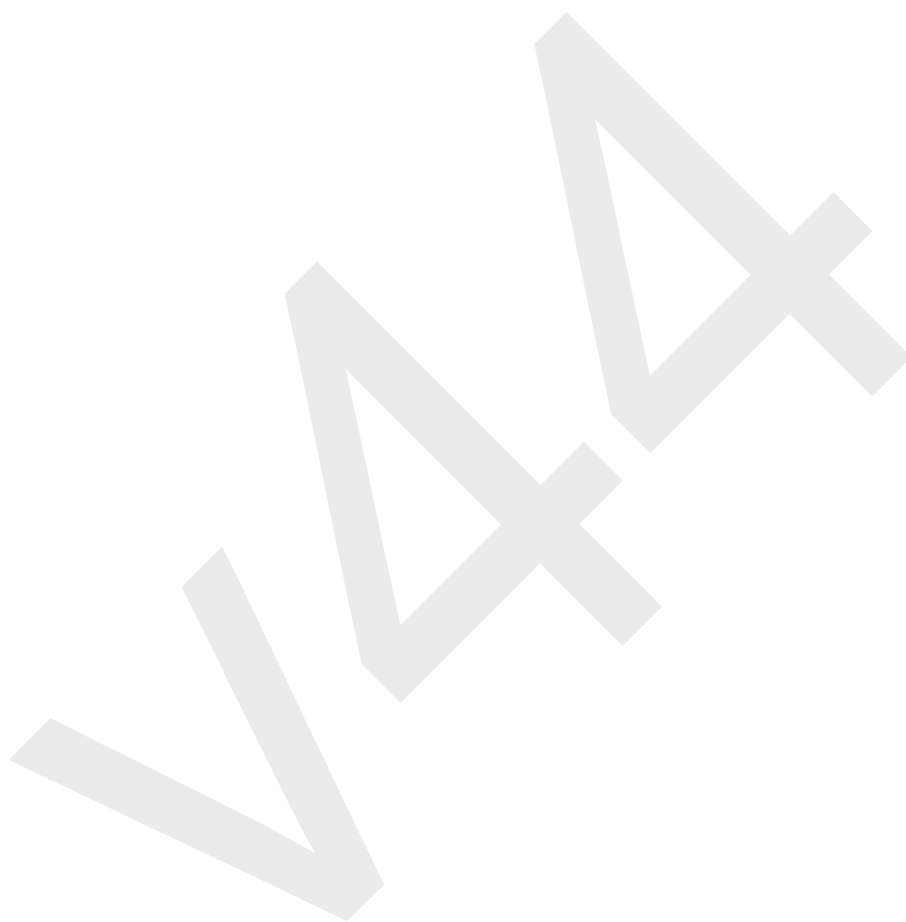
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## Foreword

These ETSI Directives contain the following individual documents:

- Statutes;
- Rules of Procedure (RoP);
- Guidelines for the implementation of Annex 2 of the Rules of Procedure;
- Guide on Intellectual Property Rights (IPR Guide);
- Guidelines for antitrust compliance (Antitrust Guidelines);
- Board Working Procedures;
- Powers and Functions of the Board;
- Financial Regulations;
- Terms of Reference of the Finance Committee (FC);
- Terms of Reference of the Operational Co-ordination Group (OCG);
- Rights and obligations for ETSI courtesy title holders, ETSI fellows and retired friends of ETSI;
- Technical Working Procedures (TWP);
- 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.

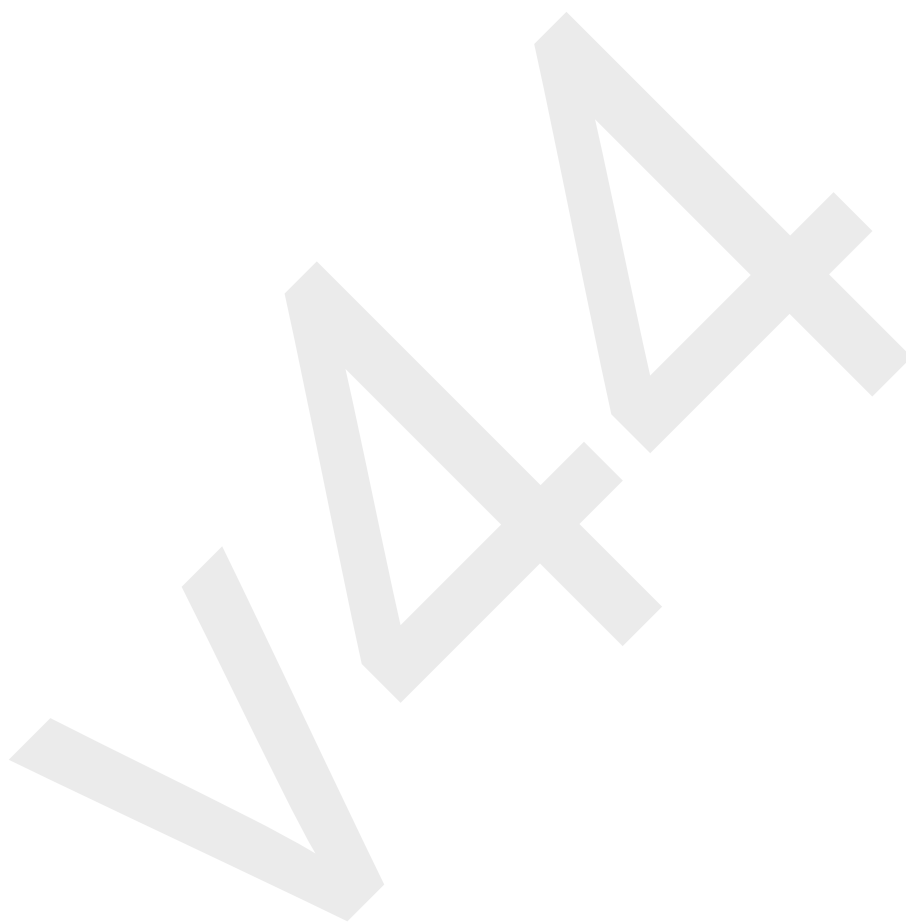
The normal level of responsibility for amending the individual documents is:

| Document   | Amendment decision required         |
|--|-------------------------------------|
| Statutes   | GA Specially Convened Meeting (SCM) |
| 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                 |
| Financial Regulations  | GA Ordinary Meeting                 |
| Terms of Reference of the Finance Committee  | GA Ordinary Meeting                 |
| Guide on Intellectual Property Rights  | Board                               |
| Guidelines for Antitrust Compliance  | Board                               |
| Board Working Procedures   | Board                               |
| Terms of Reference of the OCG  | Board                               |
| Rights and obligations for ETSI courtesy title holders, ETSI fellows and retired friends of ETSI | Board                               |
| Technical Working Procedures   | Board                               |
| Information Policy   | Director-General                    |
| ETSI Drafting Rules  | 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 to the ETSI Portal home page at <https://portal.etsi.org> where you will find a series of links to the guideline documents.





# **Statutes of the European Telecommunications Standards Institute**

## **Version approved by a Specially Convened Meeting of the ETSI General Assembly (1<sup>st</sup> December 2021)**

### **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;
- Other Governmental Bodies;
- National Standards Organizations;
- Network Operators;
- Manufacturers;
- Users;
- Service Providers;
- Research Bodies;
- Universities;
- Consultancy Companies/Partnerships;
- Others, provided they comply with Article 3 above.

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 the ETSI Directives and other decisions taken by the General Assembly (see 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 member status may be obtained by applicants not fully meeting the conditions for Full membership.

6.6 Observer status 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 member contribution and Observer fee, shall be governed by the General Assembly.

Application for membership of the Institute may be approved by obtaining Consensus among the members via online poll organized four (4) times per year.

In case Consensus is not reached, such application shall be presented to the next ordinary General Assembly meeting for decision.

#### **Article 8: Termination of Membership**

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

Expulsion for non-payment of a member contribution or Observer fee shall be decided by the Director-General.

Expulsion for any other substantial breach of obligations as a member shall be decided by the General Assembly. 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 Full and Associate members;
- fees from Observers;
- 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, Coordination 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 Chair, who is elected by the General Assembly and assisted by one or more Vice-Chairs, 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 (30) 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 Chair may, or on the written request of at least twenty (20) Full members shall, convene an extraordinary General Assembly meeting. A minimum of fifteen (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.
- 12.7 Meetings of the General Assembly (ordinary or extraordinary) and/or Specially Convened Meetings of the General Assembly are held as physical meetings.

If necessary, such meetings may include remote participation via electronic means or may be fully held instead via electronic means, if so decided by the General Assembly Chair in consultation with the Director-General.

## **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.

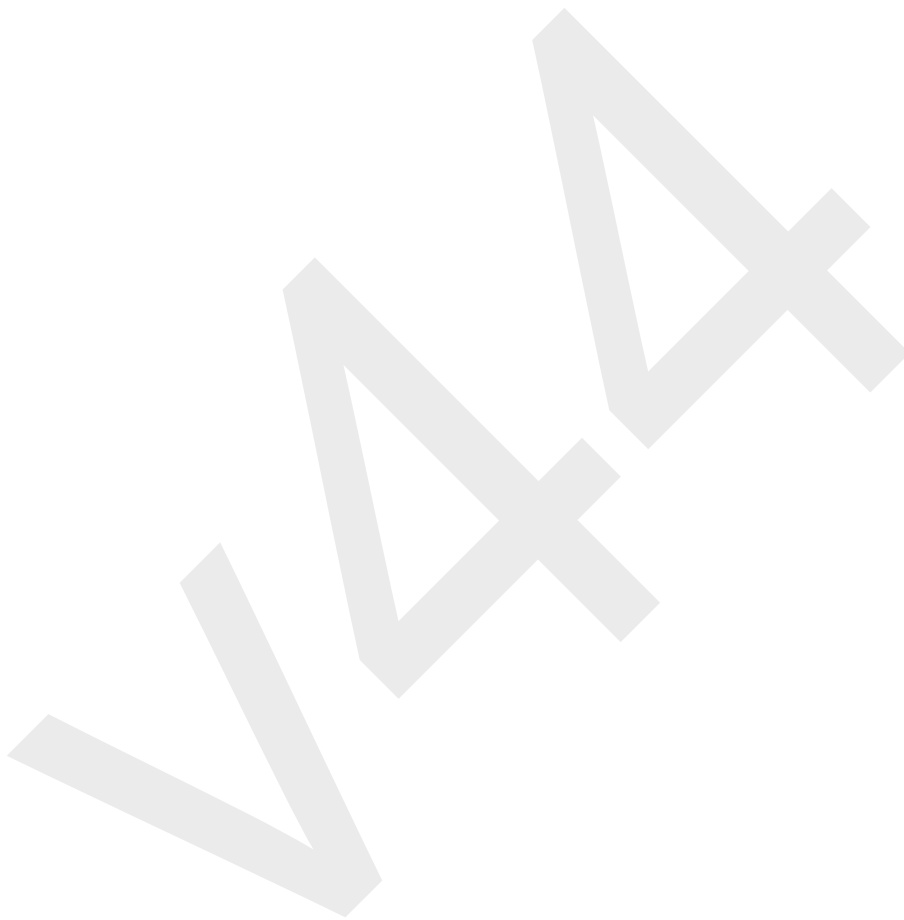
**Article 18: Amendments to these Statutes and the Rules of Procedure**

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 (6) 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 (1) 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 a Specially Convened Meeting of the ETSI General Assembly (1<sup>st</sup> December 2021)

### 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 member, Associate member, Observer 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;
- National Standards Organizations;
- Network Operators;
- Manufacturers;
- Users;
- Service Providers;
- Research Bodies;
- Universities;
- Consultancy Companies/Partnerships;
- Others, provided they comply with Article 3 of the Statutes.

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

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 Organizations (NSO) that combine the roles of Administration and NSO for the purposes of ETSI membership shall pay the rate based on Gross Domestic Product (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 member status 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 ETSI Directives 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 (with the right to vote) of the i) General Assembly, ii) Special Committees, iii) bodies established within the Technical Organization and iv) Industry Specification Groups (ISG) upon signature of the relevant ISG Member Agreement.

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.

1.2.3 Associate members

Associate member status may be obtained by a legal person not eligible for Full membership, which commits itself to comply with the ETSI Directives 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.

An Associate member has the right to participate in the work of ETSI by attending meetings (with the right to vote) of the i) General Assembly, ii) Special Committees, iii) bodies established within the Technical Organization and iv) ISGs upon signature of the relevant ISG Member Agreement.

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.

1.2.4 Observers

Observer status 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.

NSOs which are not Full member of ETSI shall receive the same rights as Observers on a free of charge basis.

1.3 Admission to membership: Full member, Associate member, and Observer

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 (ECRT).

The General Assembly shall decide on the applications not approved by member online poll as stated in Article 7 of the Statutes 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 ETSI members and/or 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 and Industry Specification Groups before the application for membership is formally approved.

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 the membership including the payment of the annual member contribution or Observer fee shall continue until the end of the year following.

1.4.2 A member shall be expelled from membership by the Director-General if it has not paid all of its member contribution or Observer fee by 1<sup>st</sup> September following the dispatch of a final demand to pay made by the Director-General in the form of a registered letter with advice of delivery.

From 1<sup>st</sup> June 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, ISG and bodies within the Technical Organization shall be suspended.

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

The decision to expel a member shall be made 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. If expulsion is decided, it 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 (EC) 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, of ISGs 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;
- Coordination Groups;
- 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 Chair, attend meetings of the General Assembly.
- 3.4 The General Assembly's powers and functions shall include:
- 3.4.1 election of its Chair and Vice-Chairs;
  - 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 Void;
- This Article was deleted at GA#71 SCM as a part of the implementation of decision D-GA54/4 taken at GA#54.
- 3.4.6 taking decisions on questions concerning membership and Counsellors' status excluding those covered by Article 7 of the Statutes and Clauses 1.4.2 and 10.3.2 of the Rules of Procedure;
  - 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 Chairs of the Technical Committees and ETSI Projects;
- 3.4.29 approving the creation and the funding of Specialist Task Forces (STF) through the ETSI Funded Work Programme (FWP) for defined tasks and limited time periods in support of the standardization activities;
- 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 ISGs, approving their Terms of Reference and reviewing their progress and work programmes;
- 3.4.34 taking decision on the creation or termination of Coordination Groups, approving their Terms of Reference and reviewing their progress and work programme;
- 3.4.35 taking decision on ETSI's participation in, or withdrawal from, Coordination Groups initiated by external bodies, approving their Terms of Reference and reviewing their progress and work programme;
- 3.4.36 approving in the yearly budget the funding of Testing Task Forces (TTF) for defined tasks and limited time periods in support of testing and methodology activities.
- 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 (30) 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 Chair. A draft agenda and supporting documents shall be included with the calling notice.
  - 3.5.3 The Chair may, or on the written request of at least twenty (20) Full members shall, convene an extraordinary General Assembly meeting.

A minimum of fifteen (15) 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 (SCM) of the General Assembly, reference is made in Article 19 of these Rules of Procedure.
  - 3.5.5 Following Article 12.7 of the Statutes, meetings of the General Assembly (ordinary or extraordinary) and/or Specially Convened Meetings of the General Assembly may be held

either physically, with or without remote participation via electronic means, or fully held via electronic means.

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)NNN\_XXX:

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 the 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 ten (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 the next General Assembly meeting, depending upon the issue.

3.7 Meetings of the General Assembly via electronic means

If the meeting of the General Assembly is held via electronic means, the tools used to support the meeting shall allow:

- identification of and contribution by each participant;
- each participant to express views orally;
- live broadcast of the debates.

The Secretariat shall provide in advance all relevant information to the General Assembly for the conduct of the meeting fulfilling the previous conditions.

**Article 4: Chairmanship and Vice-Chairmanship of the General Assembly**

4.1 The General Assembly shall elect its own Chair and Vice-Chairs.

Only representatives of Full members may hold the posts of Chair and Vice-Chair of the General Assembly.

4.2 The Chair and Vice-Chairs shall be elected for two (2) years.

The Chair and Vice-Chairs may be elected for one (1) further consecutive term only.

- 4.3 The following criteria for choosing Chair and Vice-Chairs should be operated flexibly, taking account of the number of available candidates:
- experience and qualifications of the person concerned;
  - equitable geographical distribution;
  - Chair and Vice-Chairs 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 (1) of the Vice-Chair posts, preference should be given to a candidate representing the User category of members if the Chair is not of the Users category.
- 4.4 Election to the Chairmanship of a Vice-Chair, 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 Chair and Vice-Chair of the General Assembly shall be submitted in writing to the Director-General thirty (30) 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 (2) Full or Associate members, or one (1) Full and one (1) Associate member, from two (2) 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 Chair or Vice-Chair to perform their role they may be dismissed. The dismissal process shall be initiated by the Director-General at the request of at least twenty (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 Chair resigns during the mandate period, a Vice-Chair will stand-in until the next General Assembly meeting.
- If the resignation of the Chair or a Vice-Chair takes place more than two (2) months prior to the next meeting, a call for candidates and a new election will automatically take place.
- If a Chair or Vice-Chair is appointed in a mid-term election during a two-year mandate period this appointment will not be counted towards the limitation of two (2) terms of office.
- For a resigning Chair or Vice-Chair 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 Chair is unavailable to perform the role due to sickness or incapacity, a Vice-Chair 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 below.

#### **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, ETSI Projects and in ETSI Partnership Projects. STFs and TTFs may be established to fulfil specific tasks of a limited duration in support of standardization and testing and methodology 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 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 Chairs 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, Board and Finance Committee for the annual budget;
  - 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 STFs and the administrative and financial management of the activities of TTFs, including the contracting of appropriate services, and liaison with the relevant Reference Bodies within ETSI concerning the technical management of STFs and TTFs;
  - 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 EC and EFTA concerning advisory or regulatory standardization issues;
  - 8.3.8 handling matters which concern Standardisation Requests issued by the EC and EFTA;
  - 8.3.9 taking decisions on the creation or cessation of ISGs, approving their Terms of Reference and reviewing their progress and work programmes. If the Board advises the Director-General that a specific ISG creation or cessation proposal needs additional discussion involving the whole ETSI membership, then the decision should be deferred to the General Assembly;
  - 8.3.10 preparation of an annual Secretariat Activity Plan to support strategic and operational objectives;
  - 8.3.11 ensuring i) appropriate storage of Corporate Group data in the ETSI membership database and ii) corresponding update of Corporate Group or company information in case of changes from mergers and acquisitions or divestitures;
  - 8.3.12 adoption of the Staff Regulations and any subsequent modifications to them;
  - 8.3.13 taking decision on the withdrawal of a published GS or GR produced by an ISG, which has subsequently been terminated, and for which maintenance of its deliverables has not been assigned to any other TB.
- 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 (5) years.  
  
This term may be extended once by up to three (3) years.  
  
Any request for extension shall be made by the incumbent at least two (2) 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 Chair 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 (2) 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 (2) candidates but preferably between three (3) and six (6). The incumbent shall be included in this shortlist if standing again. If only one (1) 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 six (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 GA Chair at the request of at least twenty (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 Chair.
- 8.7.3 If required, the GA Chair 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 GA Chair shall nominate an existing member of staff to act as Director-General until the next GA meeting.
- 8.8 Resignation of the Director-General
- In the case of resignation of the Director-General, the GA Chair shall nominate an existing member of staff to act as Director-General until the next GA 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 1<sup>st</sup> 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 below);
  - 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

10.3.1 Full and Associate members, Observers

All provisional member contributions and Observer fees shall be based on the forecasted budget and the declared position of the member or Observer, as at the 30<sup>th</sup> 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 30<sup>th</sup> April are liable to a five percent (5 %) penalty.

Any provisional member contribution or Observer fee not paid by 1<sup>st</sup> March 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 1.4.2. Failure to pay is the basis for expulsion.

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

10.3.2 Applicants approved by member online poll in accordance with Article 12.2 below.

As per Article 7 of the Statutes:

- when approved at the first member online poll of the calendar year, new members shall be subject to full (100 %) annual member contribution or Observer fee;
- when approved at the second member online poll of the calendar year, new members shall be subject to seventy five percent (75 %) of the annual member contribution or Observer fee;
- when approved at the third member online poll of the calendar year, new members shall be subject to fifty percent (50 %) of the annual member contribution or Observer fee;
- when approved at the fourth member online poll of the calendar year, new members shall be subject to twenty five percent (25 %) of the annual member contribution or Observer fee.

Participation in the technical activity of ETSI may be authorized by the Director-General as soon as the membership application is validated by the Director-General and prior to the submission of the application to the member online poll.

Voting rights are acquired by the new member following the approval of the application by member online poll.

10.3.3 Applicants submitted for approval to the General Assembly

Continuation of the participation in the technical activity of ETSI may be authorized by the Director-General until submission of the application to the General Assembly.

In the case an application is deferred to the next ordinary General Assembly meeting (due to lack of Consensus during the member online poll) and obtains approval, the new member shall be liable to the member contribution or Observer fee as due at the date of the initial application.

Voting rights are acquired by the new member following the approval of the application by the General Assembly.

## **Article 11: Decision making 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 Weighted Individual Voting by Full members applies.

11.1.3 In addition to the specific provisions of Articles 13.5 and 14 below, the GA Chair, in consultation with the Director-General, may decide in urgent cases to have a decision taken between two (2) GA meetings, by Consensus or by a vote. The Secretariat shall provide all relevant information to the members. Consensus and voting information shall specify the final date for Consensus to be reached and votes to be cast, which shall be at least two (2) 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**

The vote of a national delegation may be cast only if an ETSI member in the category Administrations, Other Governmental Bodies or National Standards Organizations contributes to ETSI according to the GDP of the country as specified in Annex 2 below.

Weighted National Voting by national delegations with weightings as given in Annex 3 below shall apply in the following cases:

- dissolution of ETSI (see Article 3.4.11 above);
- disputes arising from the application of the Rules of Procedure (see Article 3.4.3 above);
- adoption and withdrawal of an EN or HS (see Article 13 below);
- amendments to the ETSI Statutes and the Rules of Procedure including their Annexes (see Article 19 below);
- weightings allocation (for Weighted National Voting purposes) of new national delegations to be listed in Annex 3 below.

The vote of each national delegation shall be cast by the head of 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.

#### 11.2.2 Weighted Individual Voting by Full members

Weighted Individual Voting by Full members, with the weightings as given in Annex 4 below, 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 below, shall apply.

#### 11.3 Under both procedures stipulated above, a proposal shall be approved when the percentage of positive votes is at least seventy one percent (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 votes by the specified date shall not count as votes cast.

In all cases, except under the specific provisions of Annex 7 below, 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 Chair and Vice-Chairs of the General Assembly, Director-General, and Chair of the Board, the following procedure shall be applied:

When, in the first ballot, no candidate has obtained seventy one percent (71 %) of the votes cast, a second ballot shall be held.

In the second ballot, in cases where there are only two (2) candidates, the candidate obtaining the higher number of votes is elected.

In cases where there are more than two (2) candidates, if none of them has obtained seventy one percent (71 %) of the votes, a third and final ballot shall be held among the two (2) candidates who have obtained the highest number of votes in the second ballot. The candidate obtaining the higher number of votes in the third ballot is then elected.

- 11.5 When voting, secret ballot shall be used, except when comments on negative votes are required by the ETSI Directives (e.g. ENAP and MAP, withdrawal of EN and/or HS) or when otherwise decided by the Chair in exceptional cases, in consultation with the Director-General. The exception to secret ballot can only be made prior to the start of the vote.
- 11.6 When voting, the requirement for secret ballot shall never be waived in the following cases:
- expulsion of a member by the General Assembly;
  - election or dismissal of the Chair and Vice-Chairs of the General Assembly, Chairs of the Technical Committees and ETSI Projects;
  - election or dismissal of the Board members and Chair;
  - appointment, dismissal or extension of the term of office of the Director-General.

#### **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 fifty percent (50 %) of the total number of weighted votes of Full members specified in Annex 3 or Annex 4 below 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 fifty percent (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 NSO.
- 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 Director-General at least seventeen (17) hours prior to the meeting.
- No member may cast more than three (3) proxy votes.

#### **Article 13: Elaboration of European Standards (EN or HS)**

- 13.1 Principles
- ETSI shall elaborate ENs in accordance with the EN Approval Process (ENAP), the provisions of the present Article and those of Article 2.2.1 and any other appropriate Clause of the Technical Working Procedures.
- According to Regulation (EU) No 1025/2012, ETSI may also be requested by the EC/EFTA, via Standardisation Requests, to elaborate ENs that are intended to support the European legislation or policies. Where linked to legislation, these ENs shall be qualified as Harmonised Standards (HS).

**NOTE:** The starting of an ENAP is not dependent on the issuing of a Standardisation Request which may be received at any time before or during the process.

Following the adoption by the responsible TB of a new Work Item intended to result in an EN or HS and prior to the drafting of this standard, the Director-General shall notify the NSOs and the EC of the start of a Standstill period as described in Article 13.3 below.

In the case of HS, the EC contributions and/or comments are encouraged all throughout the drafting life-cycle of the standard. ETSI shall continuously assess the compliance of the HS with the initial Standardisation Request in coordination with the EC.

ETSI shall take into consideration all the applicable CEPT spectrum sharing conditions.

In addition, the Secretariat in coordination with the responsible TB Chair shall send a copy of the mature draft standard (informal milestone between stable and final draft):

- to the EC for assessment and comments, and
- to the organizations recognized as per Annex III of Regulation (EU) No 1025/2012, to alert them to contribute, in accordance with the Technical Working Procedures, to the final drafting of the deliverable before TB Approval, or to comment via an NSO during the relevant upcoming Public Enquiry.

Once approved by the responsible TB, a draft EN or HS shall undergo a Public Enquiry and at least one (1) Weighted National Voting procedure that shall have been carried out by the NSOs before a possible publication of the EN or HS by ETSI.

### 13.2 National Standards Organizations

Each national delegation shall inform in writing the Director-General and the relevant Counsellor of the recognized NSO(s) having the exclusive responsibility for carrying out the following functions according to the respective NSOs' rules:

- the Standstill (see Article 13.3 below);
- the Public Enquiry (see Article 13.4 below);
- the establishment of the national position for the vote for adoption or withdrawal of an EN or HS (see Article 13.5 below);
- the national transposition; and
- the national withdrawal.

Any ETSI member and the Counsellors shall have the right to inspect a copy of the NSOs' rules which govern the above functions and bring to the attention of the General Assembly any problems arising from their application.

NOTE: When a country is represented by more than one (1) NSO, any of the NSOs have the right to vote but only one (1) vote per country shall be counted as vote cast.

Votes may be changed by any of the NSOs of the same country prior to the closure of the vote.

The respective responsibilities of ETSI and NSOs according to this Article shall be laid down in an NSO Agreement signed by both parties.

### 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 ETSI members not to undertake any national standardization activity which could prejudice the preparation of an EN or HS and, for the NSOs, not to publish a new or revised standard which is not completely in line with an existing EN or HS.

Standstill applies to an individual Work Item leading to an EN or HS 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

Standstill shall start sixty (60) days after the adoption of a new Work Item intended to result in an EN or HS, or at the start of the drafting of an EN or HS, whichever date comes later.

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

Standstill remains in force until release by decision of the General Assembly or withdrawal of the EN or HS.

Any ETSI member or NSO shall be entitled 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 (3) 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 or HS already in existence.

In the above cases, the NSO shall be committed to aligning the national standard with any eventual EN or HS.

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 (6) months from the date of receipt of the NSO's request.

#### 13.4 Public Enquiry

Before a draft EN or HS is submitted for adoption, a Public Enquiry shall have been carried out by the NSOs.

The administration of the Public Enquiry within ETSI shall be the responsibility of the Director-General. Any comments received from the NSOs during the time set shall be given due consideration by ETSI.

#### 13.5 Weighted National Voting

The administration of the Weighted National Voting procedure within ETSI shall be the responsibility of the Director-General.

##### 13.5.1 Any draft EN or HS shall be adopted or withdrawn by applying the Weighted National Voting procedure as described in Article 11.2.1 above.

The national position for the vote shall be established in accordance with the rules referred to in Article 13.2 above.

##### 13.5.2 The vote shall be taken online except where the GA Chair decides that the vote is to be taken at a meeting announced at least thirty (30) days beforehand.

Where the vote is taken online, the vote is cast by the NSO voting contact.

Where the vote is taken at a General Assembly meeting, the vote is cast by the head of national delegation after consultation with the NSO representative in accordance with the Article 13.2 above.

13.5.3 When the vote to adopt or withdraw a draft EN or HS 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 (or withdrawn) in the EU and EFTA countries. A standard thus adopted (or withdrawn) in the EU and EFTA countries shall also be adopted (or withdrawn) in other countries having voted in favour of the said standard.

13.6 Withdrawal Procedure

An EN or HS may be withdrawn by applying the Weighted National Voting procedure described in Article 13.5 above.

13.7 National transposition and National withdrawal

13.7.1 National transposition

The NSOs shall take measures to ensure the visibility of an EN or HS at national level, either by publication of an identical text, by publication of an endorsement sheet or by announcement in an official journal within a short time after its publication by ETSI.

In the case of endorsement, it shall be stated that the EN or HS has been approved together with the number, title and date of the standard, and information on where copies of the text may be downloaded. A copy of the endorsement sheet or announcement shall be sent to the Secretariat.

An EN or HS thus published or endorsed shall have the status of national standard.

13.7.2 National withdrawal

When an EN or HS on a specific matter has been published by ETSI, the NSOs shall ensure that all conflicting national standards on that specific matter are withdrawn on an agreed date set by the General Assembly.

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 of ETSI Standards (ES) and ETSI Guides (EG)**

ETSI may elaborate documents known as ES and EG. Such documents shall be drawn up by Technical Committees, ETSI Projects, Special Committees or ETSI Partnership Projects and shall, following approval at that level, be submitted to the Director-General for application of the Membership Approval Process.

ESs and EGs shall be adopted by applying the Weighted Individual Voting procedure described in Articles 11.2.2, 11.2.3 and 11.3 above. Following adoption, the Director-General shall publish the ESs or EGs.

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

ESs and EGs may be withdrawn following the application of the Weighted Individual Voting procedure as described in Articles 11.2.2 and 11.2.3 above.

#### **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**

The official languages of the General Assembly shall be English, French and German.

The working language (written and spoken) of any current and future technical group of ETSI, including Board and OCG, shall be English.

The ETSI deliverables shall be approved and published in English. However, once an EN or HS 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 (6) weeks' notice which shall include an agenda and the proposed text.

Approval of amendments to the Statutes shall require not less than seventy five percent (75 %) and to the Rules of Procedure including their Annexes not less than seventy one percent (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 Governmental Body:** An Other Governmental 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 been calculated using Annex 2 below.

**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 below.

**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 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:

| <b>Class of Contribution</b> | <b>GDP in 10<sup>9</sup> EUR</b> | <b>Unit of Contribution</b> |
|------------------------------|----------------------------------|-----------------------------|
| 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 (1) Administration member, one (1) of those members shall contribute according to the scale set out in Clause 2 above and the other Additional Membership(s) shall contribute one (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 Turnover (ECRT) or its equivalent, as follows:

| Class of Contribution | ECRT in 10 <sup>6</sup> EUR  | Unit of Contribution |
|-----------------------|--|----------------------|
| 1                     | Additional Membership (4 and 7b)<br>SME (6d),<br>Micro-Enterprise (6d),<br>University (6e)<br>Public Research Body (6e)<br>User Association (9)<br>Trade Association (9) | 1                    |
| 2                     | Up to 135  | 2                    |
| 3                     | 136 to 200   | 3                    |
| 4                     | 201 to 450   | 6                    |
| 5                     | 451 to 700   | 9                    |
| 6                     | 701 to 1 350   | 13                   |
| 7                     | 1 351 to 2 000   | 18                   |
| 8                     | 2 001 to 3 500   | 24                   |
| 9                     | 3 501 to 5 000   | 30                   |
| 10                    | 5 001 to 8 000   | 37                   |
| 11                    | above 8 000  | 45                   |

- 6 The member's ECRT is defined as the worldwide turnover generated by all the member's products and services related to Article 2 and Article 3 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 one (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 a Corporate Group, i.e. companies being Affiliates (as defined in Annex 6 below), with one (1) 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 and Article 3 of the ETSI Statutes.
  - g) Micro-Enterprises shall be entitled to pay a reduced first Unit of Contribution.

- 7 Companies with more than one (1) 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 and Article 3 of 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 and Article 3 in the ETSI Statutes, and one (1) or more Additional Membership(s) which shall contribute one (1) unit each.
- 8 The Administration of Malta shall be entitled to a fifty percent (50 %) reduction in its contribution according to the scale in Clause 2 above.
- 9 User Associations or Trade Associations shall contribute one (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.

### ANNEX 3: Weighted National Votes

The allocation 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 REPUBLIC OF NORTH MACEDONIA | 3  |
| MOLDOVA                         | 3  |
| MONTENEGRO                      | 3  |

An ETSI applicant member in the membership categories Administrations, Other Governmental Bodies, or National Standards Organizations whose national delegation is not included in the list of allocation of weightings contained in this Annex shall be consulted first by the Chair of the General Assembly as to the size of the weighting applied for.

The Chair 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, in order to ensure consistency with the weightings allocated by other European organizations.

The Chair 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 or Associate members shall have a weighting equal to the number of units of their Class of Contribution as determined according to Annex 2 above.
- 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 (2) votes shall be separately cast.
- 3 The Director-General shall keep an up-to-date list of the Class of Contribution of the Full and Associate members for every meeting of the General Assembly.



**ANNEX 5: List of abbreviations**

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

## **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 Chairs 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 Chairs 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 Clauses 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 Clauses 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 Chair 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**

The two (2) forms in this Appendix A are kept for historical reference and remain a substantive basis for the contents of the on-line Declaration Forms which were made available to all ETSI members from 8th March 2011.

Starting from 14 April 2021, they shall no longer be used for submitting paper Declarations, unless as instructed by the ETSI Secretariat under exceptional circumstances (e.g. in case of non-availability of Licenses or in dealings with non-members).

IPR Declarations shall be submitted by Declarants using the on-line Declarations Forms, available under the IPR Declaration DataBase application at <https://ipr.etsi.org/>, and its linked context-sensitive guides, as maintained by the ETSI Secretariat.

A.1 GENERAL IPR LICENSING DECLARATION

**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: Director-General

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

**A.2 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: 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<br>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 (VX.X.X) |            |                 |                 |   |   | Application No.  | Publication No. | Country of registration |
| e.g. UMTS   | ETSI TS 125 215           | 6.1.1.2   | V3.5.0           | Abcd       |                 | EP 1131972      | Scheduling of slotted-mode related measurements | EPC CONTRACTING STATES ( <a href="#">link</a> ) |  | 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:

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

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

- ☐ 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:

Email:

- 

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 Chair for the mandate period.

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

The Chair 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 (2) months before an election.

The list of candidates shall be announced thirty (30) days prior to the election. Each candidate shall be a representative of a Full 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 (1) candidate.

Weighted Individual Voting shall apply. Each Full or Associate 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 (3) years.

For each mandate period the General Assembly shall define the rules governing interim elections when vacancies arise due to the resignation of one (1) 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.

### **5 Dismissal of Board members**

If a problem arises which results in the inability of Board members 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 twenty (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.

A Board member who loses support from an ETSI Full member and expresses the wish to complete her/his work at the Board will be given a three (3)-month transition period to find new support from an ETSI Full member.

During this transition period, this Board member will be allowed to attend and contribute to Board meetings and will have access to all ETSI documents and Board mailing lists, without the right to vote.

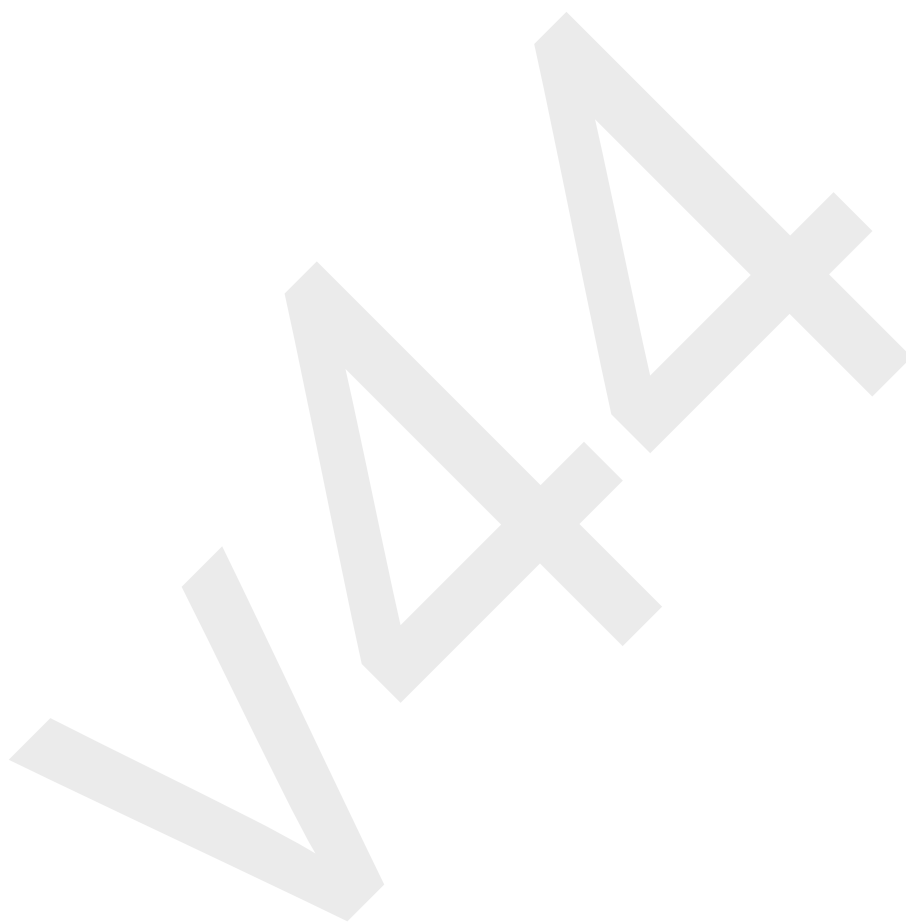
If new support from an ETSI Full member has not been provided at the end of the three (3)-month transition period, the Director-General will assume the resignation of the person concerned, declare the seat vacant, and launch an election process when necessary.

No election will take place if the Board has more than the minimum number of members required.

If the seat concerned is one (1) 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 Full member or Corporate Group providing support to more than one (1) Board member.

∞





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

### Version adopted by General Assembly#58 (30 November 2011)

#### 1 Article 2 and Article 3 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 and Article 3 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 (1) 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 members' IPR, which might be essential if that proposal is adopted.

**Guideline 2** When delegates 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 one (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.



# Guide on Intellectual Property Rights (IPRs)

## Version adopted by Board#133 (10 June 2021)

### 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 Chair's Guide on IPRs had been written to help Chairs and others involved in ETSI's standardization activities to understand and implement the Institute's IPR Policy. That Chair'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 Chair'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 were 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 Chairs, 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.

### **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  |
|--------------------|---|---|
| <b>Institute</b>   | <ul style="list-style-type: none"> <li>- to inform users of standards about Essential IPRs declared and ensure that this information is publicly available (Clause 7);</li> <li>- to perform IPR searches if the EC and/or EFTA so require and reasonable expenses are met (Clause 6.2);</li> <li>- 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);</li> <li>- to respect confidential information within a Technical Body until publication of the relevant Deliverable;</li> <li>- to include the information in a standard (Clause 10).</li> </ul>          |   |
| <b>Members</b>     | <ul style="list-style-type: none"> <li>- to inform ETSI about their own, and other people's Essential IPRs (Clause 4.1);</li> <li>- owners of Essential IPRs are requested to undertake to grant licenses on fair, reasonable and non-discriminatory terms and conditions (Clause 6.1);</li> <li>- 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);</li> <li>- 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).</li> </ul> | <ul style="list-style-type: none"> <li>- no obligation to conduct IPR searches (Clause 4.2);</li> <li>- to refuse the inclusion of own IPRs in standards (Clauses 8.1 and 8.2);</li> <li>- to be granted licenses on fair, reasonable and non-discriminatory terms and conditions in respect of a standard (Clause 6.1);</li> <li>- to make copies of standards documentation (Clause 11) free of charge;</li> <li>- to use IPRs owned by ETSI free of charge (Clause 9.3);</li> <li>- to have confidential information within a Technical Body respected until publication of the relevant Deliverable (Clause 10).</li> </ul> |
| <b>Secretariat</b> | <ul style="list-style-type: none"> <li>- the Director-General to contact owners of Essential IPRs having refused to grant licenses on behalf of ETSI (Clauses 8.1 and 8.2);</li> <li>- 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).</li> </ul>   |   |

|               | Obligations  | Rights   |
|---------------|--|--|
| Third Parties | <ul style="list-style-type: none"> <li>- the ETSI IPR Policy is only binding on ETSI members. Third parties do not have any legal OBLIGATIONS under the Policy;</li> <li>- 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).</li> </ul> | <ul style="list-style-type: none"> <li>- third parties have certain RIGHTS under the ETSI IPR Policy either as owners of Essential IPRs or as users of ETSI standards or documentation: <ul style="list-style-type: none"> <li>o to refuse the inclusion of their own Essential IPRs in ETSI Deliverables (Clause 8.1 and 8.2);</li> <li>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);</li> <li>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;</li> <li>o to have confidential information within a Technical Body respected until publication of the relevant Deliverable (Clause 10).</li> </ul> </li> </ul> |

## 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 Chairs 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 through the ETSI IPR online database application at <https://ipr.etsi.org/> 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 through the ETSI IPR online database application at <https://ipr.etsi.org/> 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.

If instructed by the ETSI Secretariat under exceptional circumstances (e.g. in case of non-availability of licenses or in dealings with non-members), paper declarations may be allowed.

For these declarations, the ETSI IPR Licensing Declaration forms similar to the on-line forms shall be used as provided by the ETSI Secretariat.

These forms, once completed and duly signed should be returned to the ETSI Legal Department.

Any questions related to the completion of the forms should be addressed to the ETSI Legal Department ([legal@etsi.org](mailto: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 online forms through the ETSI IPR online database application at <https://ipr.etsi.org/> (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 Chairs' duties**

Chairs represent the membership while having the authority to represent the Institute in their Technical Body. Chairs 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 Chairs 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, Chairs 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 Chair should take care that the ETSI Guidelines for antitrust compliance are strictly observed.

Throughout the standardization process the Chairs 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 Chairs ensure that the scope statements for all Work Items 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 Chair. 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), Chairs will be reminded to perform that call for IPRs.

Technical Body Chairs 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 Chair at the beginning of each meeting.

The formal call for IPR disclosures needs to be made by the Chair orally or in writing according to the example given below.

Members need to be reminded that the essential IPRs and licensing declarations need to be made through the ETSI IPR online database application at <https://ipr.etsi.org/>.

Only under exceptional circumstances and if instructed by the ETSI Secretariat, paper declarations may be allowed. The forms to be used for these declarations shall be similar to the on-line forms and will be provided by the ETSI Secretariat.

### 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 ETSI Director-General all potential IPRs that their company may own, by means of the IPR Information Statement and the Licensing Declaration forms through the ETSI IPR online database application at <https://ipr.etsi.org/>. Only under exceptional circumstances and if instructed by the ETSI Secretariat, paper declarations may be allowed using the forms provided by the ETSI Secretariat.

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 Chairs 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 Chair should inform the ETSI Legal Department 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. Chairs 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 Chairs 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 Chair becomes aware of the existence of an Essential or potentially Essential IPR he must immediately inform the ETSI Legal Department.

### 2.3.5 Copyrights in ETSI Deliverables

Chairs 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 Chairs 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 Chair, which third party copyrights, if any, have to be acknowledged.

### 2.3.6 Confidential information

It may happen that Chairs or Technical Bodies are offered confidential information. There are certain precautions which must be observed and Chairs 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 Chair and accepted by him as confidential.

Where a Chair 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 ETSI Legal Department, have a general duty to assist the Chairs 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 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 SR000314 (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 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 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](mailto: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 Chairs to report to the Secretariat any copyright restrictions in technical proposals adopted by their Technical Body, the Secretariat will inform Chairs 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 Chair, 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 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 Director-General who will provide the declaration to the Chair 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.

##### **3.1.2 The ETSI IPR Online Database**

Electronic online access to Information Statements and Licensing Declarations received by ETSI is facilitated by the ETSI IPR Online Database application developed by the Secretariat.

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 <https://ipr.etsi.org/>.

### 3.1.3 Requests to the ETSI Secretariat

Whenever requested, the 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 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 46<sup>th</sup> 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 46<sup>th</sup> 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, 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.<sup>1</sup> However, as has been explicitly confirmed to you in writing on numerous occasions, this does not mean that we would expect members<sup>2</sup> 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". "

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,<sup>3</sup> a general obligation to inform ETSI of the essential IPRs remains".

Source: DG COMPETITION 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 46<sup>th</sup> ETSI General Assembly.

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

<sup>2</sup> whether or not they are participating in the development of a standard.

<sup>3</sup> 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.

#### 4.6.3.1 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<sup>4</sup> 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";

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 carries 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.<sup>5</sup> 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<sup>6</sup>. 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.

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<sup>4</sup> Whether or not they are participating in the development of a standard.

<sup>5</sup> DG COMPETITION letter dated 26 April 2005.

<sup>6</sup> ETSI IPR Policy, section 6.1.

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.<sup>7</sup> 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 Chairs at the beginning of each meeting, based on the working knowledge of their participants.<sup>8</sup>

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.<sup>9</sup>

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;

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."

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<sup>7</sup> DG COMPETITION letter dated 26 April 2005.

<sup>8</sup> ETSI Guide on Intellectual Property Rights, section 2.3.1.

<sup>9</sup> DG COMPETITION letter dated 29 March 2005.

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 Chairs 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: Void**

This Annex previously contained the ETSI IPR Policy which has been moved to Annex 6 of the Rules of Procedure.

**ANNEX B: Void**

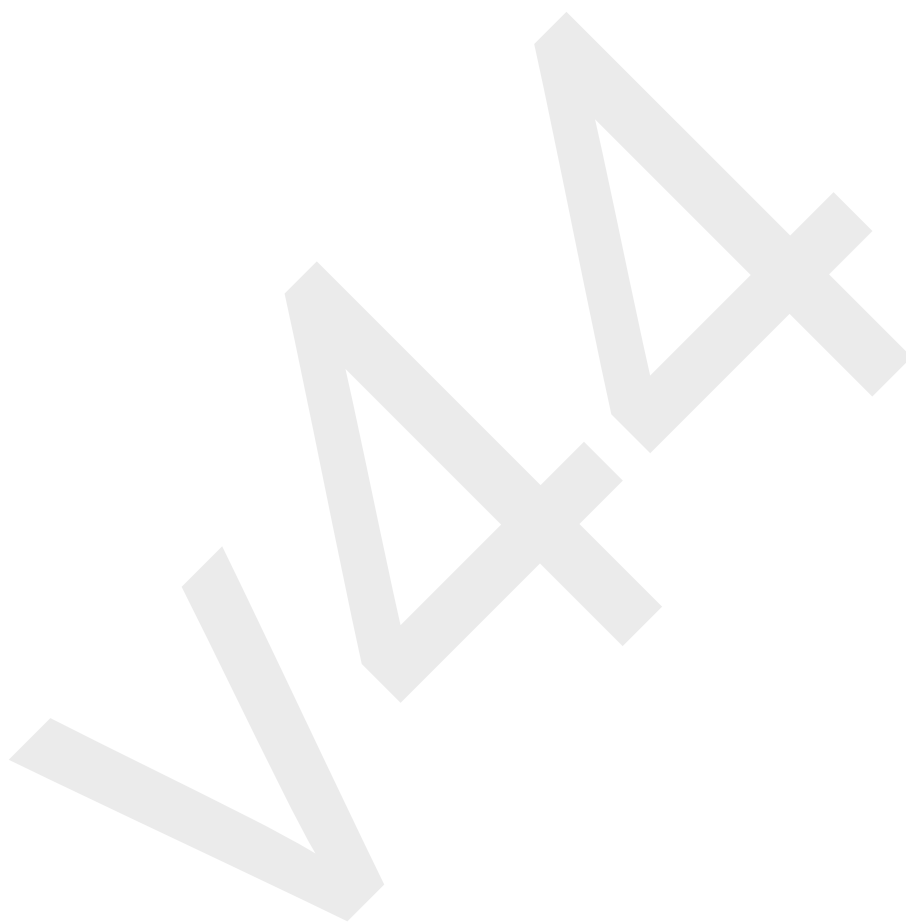
This Annex previously contained the ETSI IPR Information Statement and Licensing Declaration forms which have been moved to the ETSI IPR Policy itself (RoP Annex 6).



**ANNEX C: Checklist of the Chairs' obligations in respect of the notification and disclosure of IPRs**

- Check that the scope statements for Work Items 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.

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# Guidelines for Antitrust Compliance

## Version adopted by Board#133 (10 June 2021)

### 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)<sup>10</sup>. A number of implementing Regulations have later been adopted, either by the Council or the European Commission.

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<sup>10</sup> 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.

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

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.

### **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) Horizontal anti-competitive practices**

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<sup>11</sup>:

**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.<sup>12</sup>

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<sup>11</sup> It should be noted that the European Commission began 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.

<sup>12</sup> 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.

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.

#### **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 Chair 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.<sup>13</sup>
- D.1.7 In case of any concern, consult with the ETSI Legal Advisor and/or your own legal counsel as appropriate.

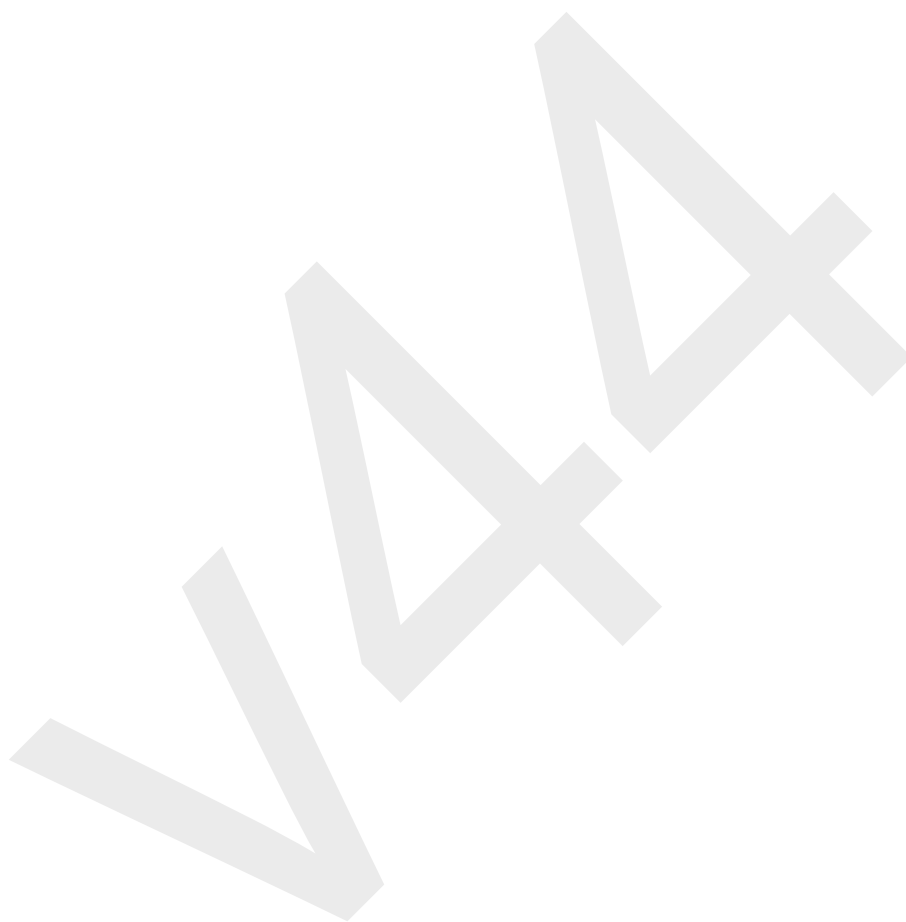
### **D.2 Please do not:**

- 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.

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<sup>13</sup> 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.



## Board Working Procedures

### Version adopted by Board#133 (10 June 2021)

#### **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 of 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 of the Rules of Procedure.
- 1.4 In order to avoid any conflict of interest, Board members who belong to an organization that has an interest in applying for selection as a service provider to a funded STF/TTF shall declare this to the Board and subsequently be excluded from all discussions and decisions related to the allocation of funds to the related STF/TTF proposals, 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 (1) Vice-Chair.
- 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 Secretariat shall provide a Secretary.

#### **3 Meeting frequency**

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 (30) days before the due date.
- 4.2 Specially convened Board meetings may be held on proposal of the Chair or on request of a majority of Board members.

#### **5 Meeting location**

- 5.1 By default, Board meetings shall be organised within the premises of ETSI in Sophia Antipolis. This is in order to ensure efficient access to all Secretariat resources and information.
- 5.2 On invitation of Board members, 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 Board, 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 and Associate members invited by the Chair 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 Chairs of Technical Committees, ETSI Projects, Industry Specification Groups and of Special Committees, may also be invited by the Chair 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.

Chairs of Technical Committees, ETSI Projects, Industry Specification Groups and of Special Committees, can be requested by the Chair of the Board to leave the meeting temporarily in the case where the Board handles confidential or personal matters.

The intention of the Chair of the Board to invite Chairs of Technical Committees, ETSI Projects, Industry Specification Groups and of Special Committees should be clearly stated in the draft agenda.

- 6.3 The Chair 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 Chair three (3) weeks before the Board meeting is scheduled.

The number of observers invited to Board meetings will normally be limited to five (5). Depending on the Board meeting location, the Chair 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 Chair 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. BOARD(17)XXX\_XXX.
- 8.2 The cut-off date for decision documents will normally be at seven (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".

## **9 Principles of decision-making**

The Board shall endeavour to reach Consensus on all issues.

If Consensus cannot be achieved during or between Board meetings, the Chair may decide to take a vote or to defer the matter to a later Board meeting or to the General Assembly.

## **10 Quorum and voting at Board meetings**

- 10.1 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.
- 10.2 If the meeting lacks quorum, the meeting can proceed, but no decision in the name of the Board can be taken.
- 10.3 When voting, each elected Board member shall have one (1) vote. A vote within the Board will be confidential if one (1) or more Board members request it.
- 10.4 The default rule for majority should be fifty percent (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. Abstention or failure to submit a vote shall not be included in determining the number of votes cast.

## **11 Voting by correspondence**

- 11.1 Voting by correspondence may be performed between meetings if necessary. The voting period will normally be twenty-one (21) full calendar days.

In the case of a lack of Quorum (less than fifty percent (50 %) of the Board members reply) or a negative result then the issue will automatically be deferred to the next meeting.

- 11.2 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.
- 11.3 The result of the vote will be announced by email immediately after the closure of the twenty-one (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.

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## **Powers and Functions delegated to the Board**

### **Version adopted by the Ordinary Meeting#78 of the ETSI General Assembly (1<sup>st</sup> December 2021)**

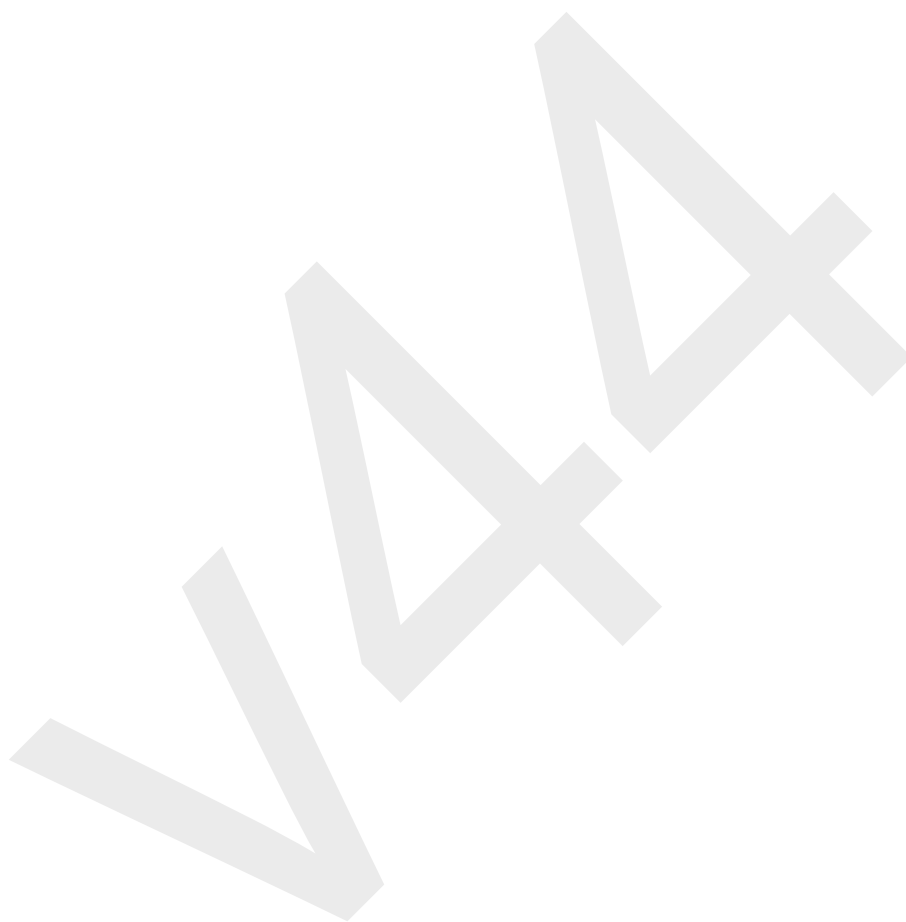
- 1 Communicating quickly relevant information, including all Board decisions, to all members.
- 2 Providing progress reports to the General Assembly.
- 3 In cases where members have intervened in routine applications for membership circulated by correspondence, considering such applications and advising 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.
- 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 Work Programme, including the creation and ETSI funding of STFs, 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 i) Technical Committees, ETSI Projects, Industry Specification Groups, Coordination Groups, Special Committees and, where relevant, ii) ETSI Partnership Projects, STFs, TTFs, 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 Chairs of the Technical Committees and ETSI Projects.
- 22 Proposing to the General Assembly the creation and ETSI funding of STFs 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 ISGs. The Board may (by majority decision) advise the Director-General that a specific ISG creation or cessation proposal needs additional discussion involving the whole ETSI membership, and that the decision should be deferred to the General Assembly.
- 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.
- 30 Taking decisions on the creation or termination of Coordination Groups, approving their Terms of Reference and reviewing their progress and work programme.
- 31 Taking decision of ETSI's participation in, or withdrawal from, Coordination Groups initiated by external bodies, approving their Terms of Reference and reviewing their progress and work programme.
- 32 Taking decision on the withdrawal of a published EN, HS, ES, EG, TS, TR or SR produced by a TB, which has subsequently been terminated, and for which maintenance of its deliverables has not been assigned to any other TB.
- 33 Reviewing and advising the Director-General on the technical testing roadmap and the priorities for TTFs.



- 34      Considering ways to further promote inclusiveness in ETSI with specific programmes and initiatives, and advising the General Assembly and the Director-General on ways to facilitate and maximise the participation of all relevant stakeholders, including SMEs and societal stakeholders, in the standardisation activities.





## Financial Regulations

### Version adopted by the Ordinary Meeting #78 of the ETSI General Assembly (1<sup>st</sup> December 2021)

#### 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 Financial Regulations.

#### 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 Financial Regulations 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 RoP Article 10.

#### Article 4: Financial year

- 4.1 The budget shall be established for one (1) 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 (1) 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 (3) 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 substitutes duly authorized by him for this purpose.
- 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 Chair 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 substitute 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 (1) 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 RoP Article 10.

12.2 The Director-General shall be empowered to borrow up to ten percent (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.

15.3 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 Financial Regulations may be amended as appropriate as a result of:

- a) revisions made to ETSI Statutes or Rules of Procedure;
- 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 Financial Regulations 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**

These Financial Regulations shall enter into force as soon as they are approved by the General Assembly.

## **Terms of Reference of the Finance Committee (FC)**

### **Version adopted by the Ordinary Meeting #78 of the ETSI General Assembly (1<sup>st</sup> December 2021)**

#### **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 (2) 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), 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 Chair 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 Chair shall have the right to participate in meetings of the Finance Committee.

The Chair of the Finance Committee may invite others to attend meetings for particular agenda items.

The 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.

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# Terms of Reference of the Operational Co-ordination Group (OCG)

## Version adopted by Board#133 (10 June 2021)

### 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), Industry Specification Groups (ISGs) and Coordination Groups (CGs), and between the TBs, ISGs, CGs and the Secretariat.

It shall resolve, as far as possible, any duplication of effort or conflict of technical views between the TBs to reinforce co-operation between the Technical Organization, the ISGs and the CGs.

The OCG is a group reporting to the Board and as such shall not be considered itself as a Coordination Group as defined under 5.2 of the Rules of Procedure.

- 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 TB, ISG and CG Chairs and ETSI representatives to CGs initiated by external bodies 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 TBs, ISGs, CGs, and with external bodies. This would result in the OCG making proposals to the Board for closures or mergers of TBs, ISGs, CGs and/or the establishment of Partnership Projects;
  - f) make recommendations to the Board on the allocation of resources for STFs and on the proposed technical testing roadmap and priorities for TTFs;
  - g) raise any major issues of concern within the Technical Organization, the ISGs and the CGs to the Board;
  - h) seek information from the TBs and ISGs on new Work Items, 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:
  - TB Chairs (who shall endeavour to ensure that their TB is properly represented in OCG meetings);
  - ISG Chairs;
  - Chairs of CGs initiated by ETSI;
  - ETSI representatives to CGs initiated by external bodies;

- Board members;
  - the Director-General;
  - Secretariat members;
  - ETSI Counsellors;
  - ETSI members, who may attend as observers.
- 2 The OCG will meet as required in order to carry out its duties.
- Meetings may be convened for specific issues at the request of the OCG Chair (requests by three (3) or more TB Chairs 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 TB may be used for Consensus building.
- 5 The OCG shall be chaired by a Vice-Chair of the Board or another Board member if the Vice-Chair 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 TBs.
- 3 The OCG shall be responsible for establishing the Terms of Reference of these groups and appoint their Chair.

# Rights and obligations for ETSI courtesy title holders, ETSI fellows and retired friends of ETSI

## Version adopted by Board#133 (10 June 2021)

### 1 ETSI courtesy title

#### 1.1 Who is eligible for an ETSI courtesy title?

Any individual of the following categories is eligible for nomination:

- any former ETSI Chair or Vice-Chair;
- any former Board member;
- any former member of the Secretariat.

#### 1.2 Nomination of candidates

It is up to the General Assembly to nominate and grant courtesy titles, based on consensus, and to decide on the title itself.

#### 1.3 Criteria

The ETSI courtesy title is only meant to recognize outstanding contribution to ETSI over time and is to be given to an individual whose dedication to ETSI is well known and who has fulfilled an official leadership role. There is no automatic granting of the courtesy title based on years of services or on role or status in ETSI.

It is up to the General Assembly to propose and grant such courtesy.

### 2 ETSI fellows

#### 2.1 Who is eligible for an ETSI fellowship?

Any individual of the following categories is eligible for nomination:

- any current or former participant in ETSI work (representative of current or former ETSI member);
- any current or former participant in an ETSI Partnership Project (not necessarily representative of an ETSI member);
- any current or former representative of an ETSI Partner or ETSI Counsellor;
- any former member of the Secretariat.

Nominees do not need to have held an official position at ETSI. An ETSI fellowship may be awarded posthumously.

#### 2.2 Nomination of candidates

Any individual representative of an ETSI member, with the exception of the members of the Award Committee, may propose a candidate for ETSI fellowship.

A candidate shall be nominated by at least two (2) individuals from different ETSI members in order to be eligible for an award.

Nominations will remain confidential. Candidates do not need to have been consulted prior to their nomination, but if they are awarded an ETSI fellowship their permission shall be required before publishing any details concerning them.

### **2.3 Criteria**

The fellowship award only recognizes outstanding contribution to ETSI over time and is given to an individual whose dedication to ETSI is well known. There is no automatic granting of the award based on years of service or on role or status in ETSI.

Recipients of the award should be recognized for:

- an outstanding personal contribution to ETSI - clear personal contribution to a major innovation or transformation in ETSI, or personal commitment to ETSI work which goes well beyond just doing it as part of their paid job;
- a clear, decisive leadership in ETSI or an ETSI committee during a critical phase in ETSI's development, or the development of an ETSI technology;
- being an 'unsung hero' of ETSI, those who have made long-term contributions to ETSI, in particular at the level of technical work, and perhaps at the expense of their corporate careers.

Each nomination will be assessed on its individual merits, using information provided as part of the nomination and other information at the disposal of the Award Committee as necessary.

### **2.4 Award Committee**

An Award Committee decides who receives an ETSI fellowship. The Award Committee is composed of the General Assembly Chair and Vice-Chairs, the Board Chair and the Director-General. The Secretariat will assist the Award Committee.

Current members of the Award Committee are ineligible to receive an ETSI fellowship.

### **2.5 Call for nomination**

Nominations shall be made in writing and shall justify clearly why the nominated candidate should be granted an ETSI fellowship. Nominations shall be sent to the Director-General using the pre-defined template.

Nominations may be made at any time. ETSI fellowship awards will be announced at the General Assembly.

## **3 Retired friends of ETSI**

### **3.1 Who is eligible for being considered as a retired friend of ETSI?**

Any individual of the following categories is eligible for nomination:

- any former ETSI Chair or Vice-Chair;
- any former Board member;
- any former member of the Secretariat.

### **3.2 How to apply?**

Any individual from the above categories may apply for being part of the retired friends of ETSI group.

Applications shall be made in writing and shall clearly list the organization represented, the role(s) held, the duration and the technical group(s).

Applications shall be sent at any time to the Director-General.

Each application will be assessed and eventually approved by the Director-General using the information provided as part of the application.

## **4 Rights and obligations**

Neither the conferment of a courtesy title nor being an ETSI fellow nor belonging to the retired friends of ETSI group entitles to give any testimony, opinion, recommendation or advice in the name of ETSI or allow third parties to believe it is an ETSI official position.

For good orders sake, if ETSI courtesy title holders, as well as ETSI fellows or retired friends of ETSI are asked to give such testimony, opinion, recommendation or advice, they shall inform the Director-General beforehand.

In case of misuse of the courtesy title not compliant with the above, the General Assembly might decide a possible withdrawal of the title.

Neither the conferment of a courtesy title nor being an ETSI fellow nor belonging to the retired friends of ETSI group is deemed to grant any rights besides the privileges set forth hereunder:

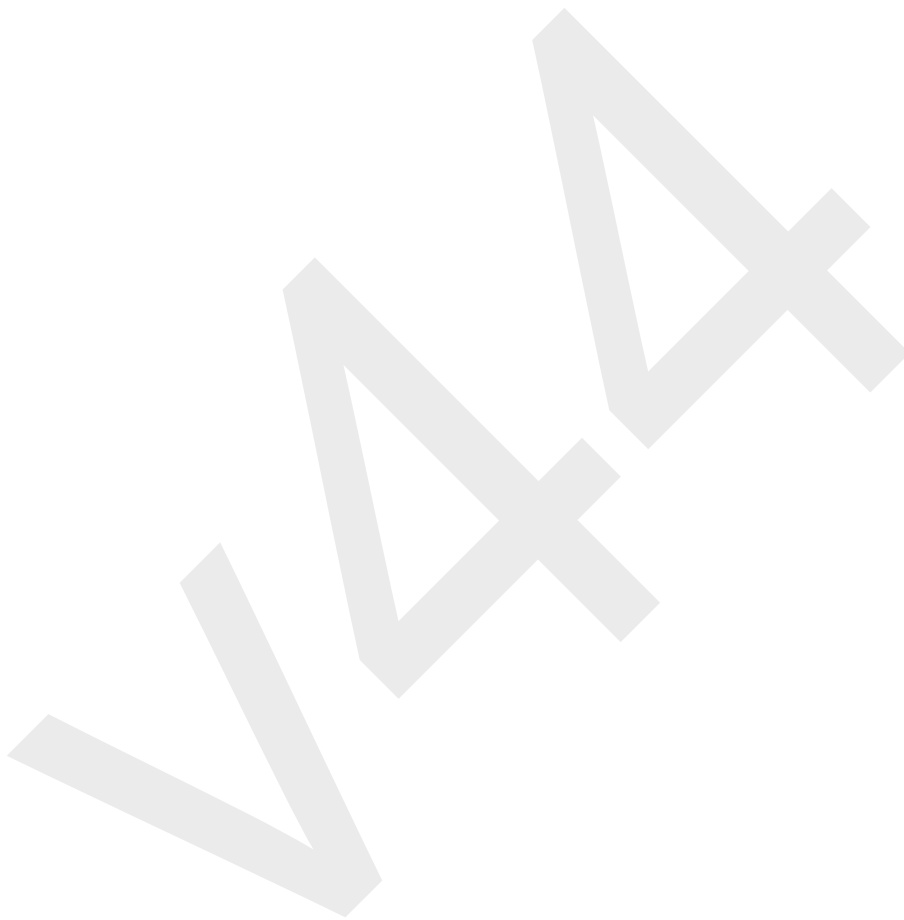
- 4.1 Persons who have been granted an ETSI courtesy title, as well as ETSI fellows and retired friends of ETSI may be invited at the discretion of the respective Chair or the Director-General to attend ETSI meetings, such as, but not limited to, the General Assembly, the Board, Special Committees, Industry Specification Groups and the bodies established within the Technical Organization, as a Guest.

The Guest shall have no voting rights and shall refrain from participating in any factual and/or technical debate in the meeting, unless invited to do so.

- 4.2 At the discretion of the Director-General and following prior written request, persons who have been granted an ETSI courtesy title, ETSI fellows and/or retired friends of ETSI may obtain copies of ETSI documentation which is available to ETSI members only.

Any authorization by the Director-General shall be given in writing and shall be subject to the condition that such documentation may be freely reproduced for private and/or scientific use only.

Any distribution, display, communication to the public or adaptation of this documentation, including its translation, shall not be permitted.



# ETSI Technical Working Procedures

## Version adopted by Board#134 (18 October 2021)

### Introduction

These procedures complement the ETSI Rules of Procedure and apply to all methods of working used by the Technical Organization, the Industry Specification Groups (ISG) and the Coordination Groups (CG).

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 below).

### 1 Operation of the Technical Organization

These procedures complement Articles 6, 13, 15 and 17 of the ETSI Rules of Procedure.

#### 1.1 Technical Bodies (TB)

The Technical Organization of ETSI comprises the three (3) types of Technical Bodies, designated either as an ETSI Project (EP), a Technical Committee (TC) or an ETSI Partnership Project (EPP).

They provide the forum for technical discussion and have, as their main tasks, the preparation of work programmes and ETSI deliverables.

A TB is the primary decision-making centre for all matters that fall within its Terms of Reference.

A TB may establish Working Groups, if required.

When this is the case, the TB 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 TB 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 OCG is reporting to the Board (see the Terms of Reference of the OCG above).

##### 1.1.1 Characteristics of an ETSI Project (EP)

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 Items.

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.

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 Items (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 below);
- may combine, in appropriate portions, a management function of Work Items in other Technical Bodies together with the active preparation of its own ETSI deliverables;
- is responsible for the validation of ETSI deliverables (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 Committees 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 (TC)**

A Technical Committee, supported by Working Groups where appropriate, is an activity organized around a set of ETSI Work Items addressing a specific technology area that may contribute to more than one (1) TB 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 (1) 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 Items (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 below);
- is responsible for the validation of ETSI deliverables (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 (EPP)**

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 needs 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 Items (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 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 deliverables, 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 TB**

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 TB 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.

Before termination, a TB should prepare recommendations concerning the maintenance of its deliverables by another TB.

When the proposed TB has formally accepted to be responsible for the maintenance of the terminating TB deliverables, and when the proposed transfer of responsibility from the terminating TB to the proposed TB has been confirmed by the Board, the proposed TB shall be named under "Remarks" in each existing terminating TB Work Item.

When the proposed TB does not accept to perform the maintenance of the terminating TB deliverable(s) or when no TB has been identified by the terminating TB, the Director-General shall attempt to find an appropriate existing TB to perform the maintenance and get its approval as well as the Board approval.

Where no such body exists, the Board shall be informed that no TB has been identified for maintaining the terminating TB deliverable(s) which will remain unchanged and publicly available with the latest publication date.

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 below).

### **1.3 Appointment of TB Chair/Vice-Chairs and WG Chairs**

#### **1.3.1 Appointment of Chair**

A TB Chair shall be appointed by the TB for a period of two (2) years. The appointment shall be confirmed by the Board.

When justified, the Board may ask a TB Chair to step down from his position of office.

If more than one (1) candidate exists for the position of TB Chair and the TB is unable to decide on one (1) 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 TB with CEN and/or CENELEC (mode 5) the appointment of a Chair is covered by mode 5 of the Basic Co-operation Agreement (see Annex P below).

#### **1.3.2 Appointment of Vice-Chairs and WG Chairs**

A TB may appoint Vice-Chairs and WG Chairs for a period of two (2) years using the decision-making procedures given in Clause 1.7. After each two (2) year period they may be re-appointed.

#### **1.3.3 Responsibilities of Chairs**

A TB Chair is responsible for the overall management of the work programme and the efficient working of the TB and its Working Groups. The Chair has an overall responsibility to ensure that the activities of his TB follow ETSI policies and procedures.

The Chair may nominate individuals to assist in the work.

The Chair is responsible for reporting to the Board and the General Assembly on the activities of the TB 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 TB with CEN and/or CENELEC under mode 5 of the Basic Co-operation Agreement (see Annex P below) the Chair shall also act impartially with respect to the partner ESO(s) and its members.

### **1.4 Participation in the work of a TB**

Full members have the right to attend meetings of a TB and to participate in the work with the right to vote.

Associate members have the right to attend meetings of a TB and to participate in the work with the right to vote on all matters except those related to the elaboration and approval of ENs or on matters concerning documents exclusively intended for regulatory use by the European Union.

Associations which are Full or Associate members shall be represented by their employees and elected officials. In addition, a maximum of one (1) 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 TB and participate in the work without the right to vote.

ETSI Observers do not have the right to attend the meetings of a TB or to participate in the work of a TB.

On an exceptional and temporary basis, ETSI Observers and non-members which have applied to attend TB meetings, may be invited or authorized by the Chair to attend meetings of a TB, 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 Chair shall be made to such an applicant in writing and shall contain appropriate justification of the Chair's decision. The TB Chair shall notify the Secretariat of the decision. This authorization shall be limited to three (3) meetings of the TB or six (6) months (whichever is the shorter) after which point they shall be requested to become members.

ETSI Observers or non-members authorized to attend TB meetings may only contribute documents for information. Their participation shall be limited to presentation of, and answering questions on, their own contributions. The Chair 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 TB 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 TB 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 membership within the Technical Organization before the application for membership is formally approved by the General Assembly.

The participation in a TB 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 TB with CEN and/or CENELEC (mode 5), these rights and responsibilities are identified in the Basic Co-operation Agreement (see Annex P below).

Remote participation in TB 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 TB meeting**

### **1.5.1 Invitation to a TB meeting**

The invitation to a TB meeting and the necessary logistical information shall be disseminated by the hosting organization at least thirty (30) days before the meeting to all on the TB membership list (see Clause 1.5.5).

The first meeting of a new TB will be announced in a Collective Letter, with at least thirty (30) days' notice, by the Secretariat.

### **1.5.2 Agenda for a TB meeting**

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

The draft agenda shall include draft ETSI deliverables for approval and nominated Chair/Vice-Chairs and WG Chairs 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 TB will be announced in a Collective Letter, with at least thirty (30) days' notice, by the Secretariat.

### **1.5.3 Documentation for a TB meeting**

Documents shall be numbered as shown in the following example:

#### **ETSI/TB(nn)x**

This numbering system has four (4) logical elements:

- 1) **ETSI:** to indicate that it is an ETSI document; this will be adapted as appropriate for a joint TB with CEN and/or CENELEC (mode 5) (see Annex P below);
- 2) **/TB:** the name of the TB 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 below 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 TB sees fit.

### **1.5.4 Registration for a TB meeting**

Prior to participating to a TB meeting, every delegateshall register by logging in the ETSI Portal with his ETSI-On-Line (EOL) account and using the Meetings Application.

Each individual EOL account holds the details and rights of the owner as well as the details of the organization he is representing.

When registering to a TB meeting, a delegate may either represent his "Hiring Organization" or another ETSI member organization ("Representing Organization").

The ETSI Secretariat is the only one allowed to associate a "Representing Organization" to a delegate in his EOL account in all circumstances after formal agreement of the represented organization Official Contact.

Whenever this association is made or changed, the Official Contact of the represented organization is automatically notified and may cancel the association if it is not correct.

A delegate may only represent one (1) organization during a TB meeting and shall not change his registration from one (1) organization to another during the meeting.

Whenever a registration is made, each delegate (ETSI Full or Associate member or Counsellor) will be automatically subscribed to the TB membership list if not already subscribed.

#### **1.5.5 Maintaining a TB membership list**

Each TB shall maintain a membership email exploder list.

Only delegates subscribed to the TB membership list with their EOL account email address will be considered members of the TB.

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

The TB membership list will be used for discussion, dissemination and/or collection of information within the TB and for decision making outside TB meetings.

#### **1.5.6 Convening a joint Technical Committee meeting with CEN and/or CENELEC (mode 5)**

In the case of a joint TB with CEN and/or CENELEC (mode 5) the Secretariat is allocated according to the Basic Co-operation Agreement (see Annex P below).

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 Secretariat who will resolve the issue according to the Basic Co-operation Agreement (see Annex P below).

### **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 below 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 TB 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 Full and/or Associate members;
- the identity of the Rapporteur;
- environmental aspects;
- User and consumer aspects;
- labour and workplace aspects;
- specific relevance to SMEs;

- security and privacy 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 below.

The work programme of a TB shall consist of the ETSI Work Items for which it is responsible.

For each ETSI Work Item, only one (1) TB shall be responsible, though it is recognized that the responsible TB may need the assistance of other TBs in the drafting and may need to consult other TBs during the approval (or adoption) procedure.

TBs 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 TB, or TBs 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 (4) Full and/or Associate members, which shall be recorded in the ETSI Work Item definition prepared by the TB.

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 TB, it should be submitted to OCG for co-ordination and the allocation of responsibilities.

Where work is expected to result in more than one (1) 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 TB 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 TB 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 Chair shall inform the ETSI User Group.

The Secretariat will make the contents of the ETSI Work Programme available to ETSI members and TBs.

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 a Full or Associate member or from another concerned TB 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 TB to discuss their objections with the TB Chair.

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 TB to raise the issue with the Board.

If the TB considers that the ETSI Work Item has such characteristics that an STF and/or a TTF may be required, then an application shall be made as described in Clause 1.10.

The need for an STF and/or a TTF should be indicated when a new ETSI Work Item is generated, as well as an indication on the consequences if no STF and/or TTF is available.

#### **1.6.4 Progress of an ETSI Work Item**

A TB may not approve the final text for an ETSI deliverable until the corresponding ETSI Work Item has been adopted.

A TB shall organize its work in order to meet the schedules of its ETSI Work Items.

Where a TB uses Working Groups, the TB shall be responsible for the approval of its ETSI deliverables.

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 TB shall regularly review its ETSI Work Items and shall ensure that the ETSI Work Programme is updated with any changes that are agreed.

All changed Work Items 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 Chair 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 TB adoption of the Work Item to TB approval of the final draft), its progress is recorded in the ETSI Work Programme as target and achieved milestone dates (see table below).

| <b>Milestone name</b> | <b>Target date</b> | <b>Achieved date</b> | <b>Milestone type</b> |
|-----------------------|--------------------|----------------------|-----------------------|
| TB adoption of WI     |                    |                      | decision              |
| Early draft           |                    |                      | maturity              |
| Stable draft          |                    |                      | maturity              |
| Draft for approval    |                    |                      | maturity              |
| WG approval           |                    |                      | decision              |
| TB approval           |                    |                      | decision              |

Two (2) 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:

- TB adoption of Work Items;
- Working Group approval;
- TB 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.

#### **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).

CC 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 CC belongs to the responsible group (TB or Working Group).

Once a draft deliverable is placed under CC, 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 below.

See Annex L below for details and Annex M below for the CR Form template.

#### **1.6.5 Stopping an ETSI Work Item**

Prior to publication of the intended ETSI deliverable, the responsible TB 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 (1) year.

Where the ETSI Work Item involves mandated work (e.g. EC or EFTA work), the TB 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 Void**

This Clause previously contained text relating to Draft Harmonised Standards prepared under EC/EFTA mandate which is now covered by Article 13.1 of the Rules of Procedure.



#### **1.6.7                Void**

This Clause previously contained text relating to Standstill which is now covered by Article 13.3.2 of the Rules of Procedure.

#### **1.6.8                Work Programme of a joint TB with CEN and/or CENELEC (mode 5)**

In the case of a joint TB 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 Secretariat who will resolve the issue according to the Basic Co-operation Agreement (see Annex P below).

#### **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;
- user and consumer aspects;
- labour and workplace aspects;
- specific relevance to SMEs;
- security and privacy 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 below.

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 TB shall endeavour to reach Consensus on all issues, including the approval of draft ETSI deliverables and the adoption of Technical Specifications and Technical Reports.

If Consensus cannot be achieved, the Chair can decide to take a vote which may be performed by a secret ballot.

A vote may be conducted during a TB meeting or by correspondence.

Where voting is used, vote results shall be evaluated by the Chair using the individual weighting of each Full or Associate member as described in Article 11 of the Rules of Procedure.

A proposal shall be deemed to be approved if seventy one percent (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 seventy one percent (71 %), the result shall be re-calculated using the votes of Full members only.

If the re-calculated result achieves seventy one percent (71 %), the proposal shall be deemed to be approved.

For interpreting the result of an election for a TB Chair/Vice-Chair and/or WG Chair the procedures in Article 11.4 of the ETSI Rules of Procedure shall apply.

In the case of a joint TB with CEN and/or CENELEC (mode 5) the joint TB 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 below).

#### **1.7.1.1 Voting during a TB meeting**

The following procedures apply for voting during a TB meeting:

- before voting, a clear definition of the issues shall be provided by the Chair;
- only the Full and Associate members who have registered to the meeting and are present (physically or remotely connected) may vote;
- if a Full or Associate member has more than one (1) representative in the meeting, only one (1) may vote;
- if manual voting procedures are used, each 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 ENs or regulatory documents, Associate members) should be noted;
- voting by proxy is not permitted. The possibility to represent another ETSI member organization in a TB meeting ("Representing Organization") instead of the default "Hiring Organization" is authorized and not considered as proxy voting;
- there are no quorum requirements;
- vote splitting is not permitted;
- at the end of the vote, the votes shall be counted as described in Clause 1.7.1 above;
- 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 outside a TB meeting:

- before voting, a clear definition of the issues shall be provided by the Chair and disseminated to the TB membership list;
- electronic voting shall be used;
- the voting period shall be thirty (30) days;
- votes may be changed prior to the closure of the vote;
- there are no quorum requirements;

- vote splitting is not permitted;
- at the end of the voting period, the votes shall be counted as described in Clause 1.7.1;
- the result of the vote shall be disseminated by the TB Chair to the TB membership list within fifteen (15) days.

#### **1.7.1.3 Voting for the election of a TB Chair/Vice-Chair and WG Chair**

For the purpose of electing any TB Chair/Vice-Chair and WG Chair, 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 (1) candidate, a secret ballot shall be used.

For interpreting the result of an election for a TB Chair/Vice-Chair and/or WG Chair the procedures in Article 11.4 of the ETSI Rules of Procedure shall apply.

The TB Chair shall be responsible for the voting process and shall ensure that confidentiality is maintained.

If the vote is conducted during a TB 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 Chair's decision**

Any member of ETSI who is against the Chair's ruling on a vote may submit its case to the Board for decision. In such cases the member shall also inform the TB Chair.

When the TB Chair 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.

##### **1.8.1 Partnerships**

The TBs and ISGs 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 TBs and ISGs are required to refer to ETSI's partnership policy framework and its Partnership Engagement Process as described hereafter.

The TBs and ISGs Chairs 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 TBs and ISGs 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 LoI shall be signed by the 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 LoI 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 MoU shall be endorsed by the Board (following consultation with the OCG) and then submitted to the General Assembly for approval and subsequent signature by the 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 CA as defined below. The Partner shall be a legal entity.

As a condition to establish a CA, an IPR Policy Check shall be performed by the Secretariat to determine the compatibility of the Partner's IPR Policy with ETSI's.

The CA shall be endorsed by the Board (following consultation with the OCG) and then submitted to the General Assembly for approval and subsequent signature by the Director General.

See Annex R below 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 CA do not supersede nor invalidate the terms and conditions of the CA which prevails at all times.

The Supplements to a CA shall be approved by the Board, signed by the Director-General, and presented to the General Assembly for information.

##### **1.8.1.2.1 Materials Supplement**

The Materials Supplement to a CA 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 CA 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 CA 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 CA, in cooperation between the Secretariat and the Partner, shall be preceded by an evaluation of the PAS Submitter by the 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.

The following principles shall govern the PAS process:

#### **a) PAS Submitter**

The PAS Submitter shall be an existing CA Partner.

If that is not the case, the PAS Submitter shall initiate discussions with the Secretariat for the establishment of a CA.

Both the CA 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 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 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 CA has been approved by the Board, each PAS submission shall be allocated to a TB (e.g. Technical Committee or ETSI Project) by the Board, in coordination with the OCG.

The Partner may then submit one (1) or more PAS to the relevant TB 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 TB 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 TB 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 TB or an ISG. Partnerships can also be triggered at the initiative of the Director-General and/or the Board. It can also be triggered at the request of a potential Partner. The request is processed by the Secretariat who initiates discussions with the potential Partner on the appropriate type of partnership engagement.
- Step 2:** The 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 Secretariat and the potential Partner will jointly produce the draft agreement including Annexes and any Supplements to a CA.
- Step 3:** The finalized partnership engagement text shall be presented by the 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 Director-General.

NOTE: The addition of Supplements to a CA shall be approved by the Board, signed by the 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 Secretariat in conjunction with the relevant TB or ISG 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 TBs or ISGs 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 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 TB 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 TB**

A TB 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 (1) ETSI member which is also a member of the ITU. The contribution should indicate that it presents an agreed position of the ETSI TB 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 TB Chair to ensure that information is given on the items outlined in the following Clauses. Support may be negotiated with the Secretariat.

### **1.9.1 Changes in organizational structure**

The Chair of a TB shall inform the Secretariat of organizational changes, allowing the maintenance of an organizational diagram showing its structure including Working Groups and Chair/Vice-Chairs and WG Chairs.

### **1.9.2 Changes to Working Group Terms of Reference**

The Chair of a TB shall notify the 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 Chair of a TB 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 TB and, at least, a draft should be made available on the ETSI server (Docbox) within thirty (30) days.

In addition, if the approved meeting report has not already been made available, the Chair shall provide, within fifteen (15) days, a list of the main decisions and matters arising.

This shall identify:

- any changes to TB structure;
- any Chair/Vice-Chairs and WG Chairs elected;
- new Work Items 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 Chair of a TB shall inform the Secretariat of the dates and venues of future meetings.

The Secretariat shall use the information provided to update the ETSI Calendar of Meetings.

## **1.10 Funding/Financial support for specific Work Items**

Financial resources can be made available under the ETSI Funded Work Programme to support the completion of specific ETSI Work Items whenever the ETSI members are unable to deliver these Work Items 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 an STF**

An STF is established under the technical responsibility of a Reference Body as defined in Annex A.1 below.

STFs are used to accelerate the development of specifically needed standards in the strategic areas where they are required by the market and/or by public policy.

STFs 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 Reference 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 STFs, which is the development of standards.

In accordance with Clause 1.10.4 below, ETSI member organizations may be contracted as service providers to contribute to the STF work. An organization that is not ETSI member may be contracted to contribute to the STF work with the support of an ETSI member.

The STF works under the technical guidance of the Reference Body.

The Reference Body shall also provide the active contribution of its membership to support the STF work, and to comment, review and approve the deliverables.

The Director-General is responsible for the selection of the STF service providers, the management of the financial resources, the establishment of contracts with the STF service providers, and the provision of the necessary support for the STF work.

#### **1.10.1.1            STF creation proposal**

An STF may be proposed by any Reference Body as described in Annex S below.

A Coordination Group that needs the creation of an STF shall proceed via an appropriate Reference Body.

#### **1.10.1.2            STF creation approval**

The creation of an STF shall be approved by the relevant decision maker as described in Annex S below.

#### **1.10.2                STF funding principles**

The overall financial resources from the ETSI budget are allocated annually by the General Assembly.

An STF may be funded by different sources as described in Annex S below.

The Director-General is responsible for the negotiation of funding from EC/EFTA and for the coordination of voluntary contributions from ETSI members and/or other organizations.

In the case where an STF does not perform satisfactorily in the execution of the work with respect to the approved Terms of Reference annexed to the service contract, the Director-General, in consultation with the Board, may decide to close the STF and withdraw any remaining resources by returning them to the funding source or re-allocating them under the contingency of the ETSI STF budget.

##### **1.10.2.1            STF funding by the ETSI Funded Work Programme**

The OCG, in co-operation with the Director-General, will coordinate the collection of STF proposals from the relevant Reference Bodies, taking into account the strategy and priorities defined by the Board,

The Board will provide guidance on the priority for STF funding and make the final decision on the allocation.

Under the Director-General guidance, the Board shall decide on the appropriate yearly calendar for the budget allocation in order to accommodate the annual needs and requests expressed by the Reference Body.

The Board may decide to leave a contingency for funding short-term STFs with a start date that would not fit the normal calendar of the budget allocation as decided by the Board.

In agreement with the Reference Body and in order to allow the necessary flexibility, particularly in the final phase of the STF work, the Director-General may allocate, out of the contingency budget, additional resources up to ten percent (10 %) of the initial STF approved budget.

The Director-General shall inform the Board about such a decision.

##### **1.10.2.2            STF funding by EC/EFTA**

ETSI members should continue and are encouraged to reply to EC/EFTA public policies via voluntary contributions.

However, funding by the EC/EFTA is possible for actions in response to Standardization Requests as described in Annex S below.

Funding by the EC/EFTA is also possible in response to a policy item in the EC Annual Union Work Programme, the Rolling Plan for ICT Standardisation and any other EU policy.



These proposals may be submitted by any Reference Body taking into account the following constraints:

- the technical proposals to the EC/EFTA for actions requiring an STF shall undergo OCG/Board consultation before the proposal can be submitted to EC/EFTA for evaluation;
- the determination of the size of the budget for STFs related to the implementation of public policy objectives, as well as the final decision on the selection of the ETSI proposals, are under EC/EFTA responsibility.

The Director-General will negotiate contracts with EC/EFTA for funding STFs being put forward.

#### **1.10.2.3            STF voluntary funding from ETSI members and other organizations**

Voluntary funding from ETSI members or other organizations can fully or partially cover the resources required for an STF, possibly complemented by the ETSI budget.

This voluntary contribution may be financial or 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 relevant Reference Body.

Even if the STF is proposed with the use of expertise made exclusively 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 primarily performed in accordance with the principles as given in Clause 1.10.4 below.

In the allocation of the STF budget, preference should be given to proposals that include voluntary funding from ETSI members or other organizations.

In case of an organization is willing to provide a totally free of charge contribution, a collaboration agreement shall be signed between ETSI and the service provider.

#### **1.10.3            Setup of an STF**

A new STF shall be proposed and supported by at least four (4) ETSI members and approved by the Reference Body irrespective of the funding source.

The Reference Body shall provide the Terms of Reference for the STF it proposes, drafted in accordance with a template available on the ETSI Portal.

The Terms of Reference shall contain sufficient and proper justifications to enable a precise understanding of the purpose of the STF, the resources required, the time scale, the organization of the tasks and the deliverables that will be produced.

The supporting ETSI members and the Reference 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 STF Terms of Reference.

If the Reference Body has the knowledge of the general objectives and requirements of the STF but needs to consolidate the technical details, it can initiate a Request for Information process to collect preliminary proposals. This will allow defining the Terms of Reference with the necessary level of detail and make an accurate estimate of the necessary resources. The Director-General will provide the necessary support.

If a new STF proposal and/or a Work Item to be produced cannot be endorsed by the relevant Reference Body in time for the Board meeting then the Board may give conditional approval, subject to confirmation of approval by the Reference Body, before the STF can be started.

Any proposal rejected by the Board in the first instance shall be reviewed and amended by the Reference Body prior to any re-submission for Board approval.

Performance indicators will be used to improve STFs control and as a tool to help decide on future funding requests.

#### **1.10.4 Selection of service providers**

Upon approval of the STF Terms of Reference and confirmation of the availability of the funding, the Director-General shall circulate a Call for Expertise by Collective Letter addressed to all the ETSI members and Counsellors, including the Terms of Reference.

The guidelines for the structure of the Call for Expertise and the selection criteria are given in Annex H below.

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 a valuable contribution, the Director-General shall post a copy of the Collective Letter on the ETSI web site.

The notice period for the Call for Expertise shall be of at least six (6) weeks, which may be reduced to four (4) weeks in case of urgency and to two (2) weeks if the Reference 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 Body Chair, may decide to extend the notice period or issue (a) new Collective Letter(s).

The STF request shall be withdrawn and the corresponding resources returned to the relevant budget if no qualified application is received or selected.

The Director-General 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 Body Chair, is responsible for the selection of the service providers that shall be contracted to perform the STF work, based upon the criteria mentioned in Annex H below.

The Director-General and the Reference Body Chair may be assisted by a selection panel to assess the proposals received and make the final decision. It is recommended that the selection panel includes the Reference Body Chair, the Chair of the Working Group in charge of the Work Items to be produced by the STF, the Secretariat Technical Officer in charge of the Reference Body and the Technical Officer in charge of the STF management.

In order to avoid a conflict of interest, the Reference Body Chair/Vice-Chairs and the Chair of the Working Group directly concerned by the STF activity and who belong to an organization that has an interest in applying for selection as a service provider to a funded STF, shall declare this to the Board and subsequently be excluded from all discussions and decisions related to the selection of the service providers.

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 STFs**

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 STF activity shall not start until the service contracts have been signed.

In all cases, the STF Terms or Reference shall be annexed to the service contract.

The Director-General is responsible to set-up and manage service contracts for STFs.

Cost for participating in meetings planned and agreed in advance by the Director-General to present and discuss the results of the STF is covered by the ETSI STF travel budget. Such travels shall be reimbursed to the service provider within the limits of the travel policy defined by the Director-General. All other costs are deemed to be covered by the service contract price.

The service contract price to be paid in compensation of the deliverables to be produced shall be defined based upon the proposals presented in response to the Call for Expertise. Payments shall be made according to the receipt conditions described in the service contract.

#### **1.10.6 Steering committee**

A steering committee may be created by the Reference Body to provide timely guidance to the STF, unless the size of the Reference Body itself or of the relevant Working Group allows direct control of the STF.

All delegates from ETSI members who are prepared to actively contribute to the management of the STF shall be entitled to participate in the steering committee.

#### **1.10.7 Management of an STF**

The Director-General shall be responsible for the management of the STFs, which implies the following tasks:

- final selection of service providers;
- final validation of the Terms of Reference;
- negotiation and management of service contracts;
- organization of preparatory meetings;
- authorization of mission travel for the participation of service providers' personnel in meetings and events;
- review and approval of STF reporting and budget control.

The Director-General, in consultation with the Reference Body Chair shall appoint the STF leader from one (1) of the service providers or from the Secretariat.

The STF leader shall be the interface between the STF and (i) the Reference Body for the technical control, (ii) the Secretariat for the management of the STF.

The responsibilities of the STF leader are described in Annex H below.

Performance indicators will be used to improve STF control and as a tool to help decide on future funding requests.

#### **1.10.8 Approval and publication of STF deliverables**

The Reference Body shall be responsible for the approval of the STF deliverables. The deliverables shall be drafted according to the ETSI Drafting Rules.

The STF leader shall submit the final version of the deliverables for approval to the Reference Body (with a copy to the Secretariat). The Secretariat will handle the deliverable's process from the approval by the Reference Body until publication, as required according to the deliverable type.

The contribution of the STF may be required to assist the Reference Body to include comments received in the course of the approval process. When making the STF proposal, the Reference Body shall duly consider the resources that may be required for these activities and that shall be provided from the STF budget allocation.

#### **1.10.9 Closing an STF**

Unless otherwise decided by the Board, an STF will be closed when all the deliverables in the Terms of Reference have been approved and published.

After an STF is closed, the Director-General shall settle any outstanding payments for the work performed by the service providers and close the contracts. Unused resources may be allocated to the STF contingency budget of the year when additional funding is necessary or returned to the relevant budget line.

The STF leader shall provide the Reference Body and the Director-General 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 STF work, suggestions for improving the process, and identification of any activities still required.

The Reference Body Chair shall ensure that feedback is provided to the Director-general on the quality of the STF deliverables and the performance of the service providers. The Director-General shall use this feedback as a part of a follow-up evaluation process.

After the STF has been closed, the responsibility for further action related to the STF deliverables reverts to the Reference Body and the Director-General for the publication of the deliverables, according to the relevant procedure.

## **1.11 Funding and support of testing and methodology-related Work Items**

### **1.11.1 Characteristics of a Testing Task Force (TTF)**

TTFs are used to accelerate the development of:

- specifically needed standards related to testing and methodology, and
- testing and methodology of specifically needed standards

in the strategic areas where they are required by the market and/or by public policy.

A TTF is established on request of a Reference Body, as defined in Annex A.1, and works under the technical guidance of the Reference Body. The Reference Body shall provide the active contribution of its membership to support the TTF work, and to comment, review and approve the deliverables.

The Director-General is responsible for coordinating the collection of proposals for TTF creation from the relevant Reference Bodies (see Annex S below), taking into account the recommendations from the Board.

The Director-General is responsible for the selection of the TTF service providers, the management of the financial resources, the establishment of contracts with the TTF service providers, and the provision of the necessary support for the TTF work.

In accordance with Clause 1.11.4 below, any legally registered organization may be contracted as service provider to contribute to the TTF work.

### **1.11.2 TTF principles**

#### **1.11.2.1 Funding principles**

The General Assembly approves annually, within the ETSI budget, the financial resources to be allocated to support the completion of specific Work Items with identified testing and methodology needs and after the OCG and Board have been consulted by the Director-General.

In the case where a TTF does not perform satisfactorily in the execution of the work with respect to the approved Terms of Reference annexed to the service contract, the Director-General may decide to close the TTF and withdraw any remaining resources by returning them to the funding source or re-allocating them under the contingency of the TTF budget.

#### **1.11.2.2 OCG/Board consultation principles**

The TTF creation proposals are collected by the Director-General and included in a rolling multi-annual plan for testing activities.

Before September Board meetings, the Secretariat shall prepare a technical testing roadmap with the relevant priorities and the corresponding TTF budget proposals that shall be presented by the Director-General to the OCG and Board for consultation.

Once the OCG and Board comments have been collected and duly considered by the Director-General, the year Y+1 ETSI budget, including the TTF financial request, shall be submitted to the General Assembly for approval according to Article 8.2.7 of the ETSI RoP.

After the GA has approved the annual TTF budget and whenever unexpected/urgent needs for a TTF arise or budget re-allocation among selected TTFs is necessary, the Director-General will consult the OCG and Board on the changes requested. After comments have been collected and duly considered by the Director-General, the current ETSI budget will be revised accordingly.

#### **1.11.2.3 OCG/Board reporting principles**

The Director-General is responsible for reporting to the OCG and Board when requested on the progress of the TTFs under three perspectives: budget, roadmap and quality of the deliverables.

#### **1.11.3 Setup of a TTF**

A new TTF shall be proposed and supported by at least four (4) ETSI members and approved by the Reference Body irrespective of the funding source.

The Reference Body shall provide the Terms of Reference for the TTF it proposes, drafted in accordance with a template available on the ETSI Portal.

The Terms of Reference shall contain sufficient and proper justifications to enable a precise understanding of the purpose of the TTF, the time scale and the deliverables that will be produced.

Performance indicators will be used to improve TTFs control and as a tool to help decide on future funding requests.

#### **1.11.4 Selection of service providers**

Upon approval of the TTF Terms of Reference and confirmation of the availability of the funding, the Director-General shall circulate a Call for Expertise by Collective Letter addressed to all the ETSI members and Counsellors, including the Terms of Reference.

The guidelines for the structure of the Call for Expertise and the selection criteria are given in Annex H below.

Any legally registered organization can apply to this Call for Expertise.

In order to ensure the broadest possible audience from external organizations that may provide a valuable contribution, the Director-General shall post a copy of the Collective Letter on the ETSI web site.

The notice period for the Call for Expertise shall be of at least two (2) weeks.

If too few qualified applications are received within the deadline, the Director-General, in consultation with the relevant Reference Body Chair, may decide to extend the notice period or issue (a) new Collective Letter(s).

The TTF request shall be withdrawn and the corresponding resources returned to the relevant budget if no qualified application is received or selected.

The Director-General 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 Body Chair, is responsible for the selection of the service providers that shall be contracted to perform the TTF work, based upon the criteria mentioned in Annex H below.

The Director-General and the Reference Body Chair may be assisted by a selection panel to assess the proposals received and make the final decision. It is recommended that the selection panel includes the Chair of the Working Group in charge of the Work Items to be produced by the TTF, the Secretariat Technical Officer in charge of the Reference Body and the Technical Officer in charge of the TTF management.

In order to avoid a conflict of interest, the Reference Body Chair/Vice-Chairs and the Chair of the Working Group directly concerned by the TTF activity and who belong to an organization that has an interest in applying for selection as a service provider to a funded TTF, shall declare this to the Director-General and subsequently be excluded from all discussions and decisions related to the selection of the service providers.

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.

#### **1.11.5 Service contracts for TTFs**

Service contracts shall be established between ETSI and the service providers selected by the Director-General, following the process in Clause 1.11.4 above.

The TTF activity shall not start until the service contracts have been signed.

In all cases, the TTF Terms or Reference shall be annexed to the service contract.

The Director-General is responsible to set-up and manage service contracts for TTFs.

Cost for participating in meetings planned and agreed in advance by the Director-General to present and discuss the results of the TTF is covered by the ETSI TTF travel budget. Such travels shall be reimbursed to the service provider within the limits of the travel policy defined by the Director-General.

All other costs are deemed to be covered by the service contract price.

The service contract price to be paid in compensation of the deliverables to be produced shall be defined based upon the proposals presented in response to the Call for Expertise. Payments shall be made according to the receipt conditions described in the service contract.

#### **1.11.6 Steering committee**

A steering committee may be created by the Reference Body to provide timely guidance to the TTF, unless the size of the Reference Body itself or of the relevant Working Group allows direct control of the TTF.

All delegates from ETSI members who are prepared to actively contribute to the management of the TTF shall be entitled to participate in the steering committee.

#### **1.11.7 Management of a TTF**

The Director-General shall be responsible for the management of the TTFs, which implies the following tasks:

- final selection of service providers;
- final validation of the Terms of Reference;
- negotiation and management of service contracts;
- organization of preparatory meetings;
- authorization of mission travel for the participation of service providers' personnel in meetings and events;
- review and approval of TTF reporting and budget control.

The Director-General, in consultation with the Reference Body Chair shall appoint the TTF leader from one (1) of the service providers or from the Secretariat.

The TTF leader shall be the interface between the TTF and (i) the Reference Body for the technical control, (ii) the Secretariat for the management of the TTF.

The responsibilities of the TTF leader are described in Annex H below.

Performance indicators will be used to improve TTF control and as a tool to help decide on future funding requests.

### **1.11.8 Approval and publication of TTF deliverables**

The Reference Body shall be responsible for the approval of the TTF deliverables. The deliverables shall be drafted according to the ETSI Drafting Rules.

The TTF leader shall submit the final version of the deliverables for approval to the Reference Body (with a copy to the Secretariat). The Secretariat will handle the deliverable's process from the approval by the Reference Body until publication, as required according to the deliverable type.

The contribution of the TTF may be required to assist the Reference Body to include comments received in the course of the approval process. When making the TTF proposal, the Reference Body shall duly consider the resources that may be required for these activities and that shall be provided from the TTF budget allocation.

### **1.11.9 Closing a TTF**

A TTF will be closed when all the deliverables in the Terms of Reference have been approved and published.

After a TTF is closed, the Director-General shall settle any outstanding payments for the work performed by the service providers and close the contracts. Unused resources may be allocated to the TTF contingency budget of the year when additional funding is necessary or returned to the relevant budget line.

The TTF leader shall provide the Reference Body and the Director-General 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 TTF work, suggestions for improving the process, and identification of any activities still required.

The Reference Body Chair shall ensure that feedback is provided to the Director-general on the quality of the TTF deliverables and the performance of the service providers. The Director-General shall use this feedback as a part of a follow-up evaluation process.

After the TTF has been closed, the responsibility for further action related to the TTF deliverables reverts to the Reference Body and the Director-General for the publication of the deliverables, according to the relevant 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 below).

### **2.1 Drafting rules**

The drafting of an ETSI deliverable within a TB and an ISG shall follow the ETSI Drafting Rules, using document processing facilities, format, languages and notations advised by the 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 or HS shall be adopted by application of the EN Approval Process which comprises a Public Enquiry (see Article 13.4 of the Rules of Procedure) and at least one (1) Weighted National Voting (see Article 13.5 of the Rules of Procedure) performed in a single process by the NSOs (see Annex T below).

The adoption procedure (Public Enquiry/Weighted National Voting) may in justified cases be interrupted by the responsible TB or by the Board if another concerned TB raises a substantial objection.

The adoption procedure may also be extended by the Secretariat on receipt of a justified request from an NSO.

#### 2.2.1.1.1 EN Approval Process (ENAP)

Once approved by the responsible TB, the final draft standard shall be submitted by the responsible TB Chair to the Secretariat within fourteen (14) days to check compliance with the ETSI Drafting Rules.

Provided that the final draft complies with the ETSI Drafting Rules, the Secretariat shall, in the case of an HS, ensure that the EC comments as well as the EC formal criteria have been fully taken into account.

In all cases, the Secretariat shall prepare within thirty (30) days, the final draft standard for submission to the Public Enquiry/Weighted National Voting procedure.

The General Assembly Chair 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.

In parallel to the above and in an effort to shorten the ENAP, the responsible TB Chair should anticipate and schedule in advance a resolution meeting to be held within thirty (30) days after the closure of the Public Enquiry/Weighted National Voting procedure.

The invitations to the resolution meeting shall be sent by the responsible TB Chair at least thirty (30) days before that resolution meeting. In case the resolution meeting is not required (no Technical Comments have been submitted by the NSOs), the responsible TB Chair shall cancel the meeting.

The opening of the Public Enquiry/Weighted National Voting procedure shall be notified by the Secretariat to the NSOs, the Counsellors, the responsible TB Chair/Vice-Chairs and Rapporteur. The notification to the NSOs shall also ask for the HS title translations.

The opening of the Public Enquiry/Weighted National Voting procedure shall trigger the NSOs to undertake national consultations over a period of ninety (90) days and submit the resulting national comments (Public Enquiry) and the national position (Weighted National Voting) to the Secretariat by the closing date of the procedure.

The national comments shall be submitted using the format provided by the Secretariat (see Annex J below).

The Secretariat may extend the national consultation period on receipt of a justified request from an NSO.

The comments submitted by the NSOs shall be simultaneously visible to the responsible TB Chair/Vice-Chairs and Rapporteur, the NSOs, the Counsellors and the Full and Associate members.

The vote cast by an NSO shall be an unconditional "YES" (in favour), a "NO" (not in favour), or an abstention.

A "NO" vote shall be always accompanied by comments indicating the reason why the draft standard is not acceptable.

A "YES" vote or an abstention may be accompanied by comments which shall only be of a non-technical nature.

Only valid "YES" or "NO" votes will be counted.

Immediately after the closing of the Public Enquiry/Weighted National Voting procedure, the Secretariat shall:

- send a notification to the NSOs, the Counsellors, the responsible TB Chair/Vice-Chairs and Rapporteur informing about the closure of the Public Enquiry/Weighted National Voting procedure and reminding the NSOs about the required translation of the HS title;
- assess the categorisation of comments and in case of doubt request the advice of the commenting NSO(s), the responsible TB Chair/Vice-Chairs and Rapporteur. If the categorisation of comments is disputed and cannot be resolved, the position of the commenting NSO shall prevail.



**Process to be followed if no comments have been received by the closing date**

If no comments have been received by the closing date, the result of the Weighted National Voting procedure shall be considered as favourable in accordance with Articles 11.3, 12.2 and 13.5.1 of the Rules of Procedure.

The Secretariat shall notify the NSOs, the Counsellors, the responsible TB Chair/Vice-Chairs and Rapporteur and the Full and Associate members.

As a consequence, the draft EN or HS shall be considered as adopted and the Secretariat shall within ten (10) days publish the standard without modification other than editorial

**Process to be followed if non-Technical Comments only have been received by the closing date**

If non-Technical Comments have been received by the closing date, the result of the Weighted National Voting procedure shall be determined by the Secretariat in accordance with Articles 11.3, 12.2 and 13.5.1 of the Rules of Procedure.

The Secretariat shall notify the NSOs, the Counsellors, the responsible TB Chair/Vice-Chairs and Rapporteur and the Full and Associate members.

If the result of the vote is unsuccessful, the received comments shall be discussed by the responsible TB during the resolution meeting.

When substantial changes have been made to the document during the resolution meeting, the responsible TB may decide to remove the EN or HS from the ENAP in progress and re-initiate a full ENAP after re-drafting of the EN or HS or to stop the Work Item as described in Clause 1.6.5 above.

When only minor changes have been made to the document during the resolution meeting, the responsible Technical Body may decide to open a second Weighted National Voting procedure.

When approved for a second Weighted National Voting procedure, the revised draft EN or HS and the resolution report shall be submitted by the responsible TB Chair to the Secretariat within fourteen (14) days to check compliance with the ETSI Drafting Rules.

Provided the revised draft EN or HS complies with the ETSI Drafting Rules, and the resolution report has been uploaded to the ETSI server using the format provided by the Secretariat (see Annex J below) and the EC formal criteria have been carefully taken into account (in the case of HS), the Secretariat shall prepare within thirty (30) days the revised draft and the resolution report for submission to a second Weighted National Voting procedure.

The General Assembly Chair may decide that the second 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 opening of the second Weighted National Voting procedure shall be notified by the Secretariat to the NSOs, the Counsellors, the responsible TB Chair/Vice-Chairs and Rapporteur.

The NSOs shall undertake national consultations on the revised draft EN or HS over a period of sixty (60) days and submit the resulting national position (Weighted National Voting procedure) to the Secretariat by the closing date.

The Secretariat may extend the voting period on receipt of a justified request from an NSO.

The vote cast by an NSO shall be an unconditional "YES" (in favour), a "NO" (not in favour), or an abstention.

A "YES" vote or an abstention may be accompanied with comments which shall only be of a non-technical nature.

A "NO" vote shall be always accompanied by comments indicating the reason why the draft is not acceptable.

Only valid "YES" or "NO" votes will be counted.

Immediately after the closing date, the result of the second Weighted National Voting procedure shall be determined by the Secretariat in accordance with Articles 11.3, 12.2 and 13.5.1 of the Rules of Procedure and notified to the NSOs, the Counsellors, the responsible TB Chair/Vice-Chairs and Rapporteur and the Full and Associate members.

If the result of the second vote is unsuccessful, the responsible TB shall consider the comments in a plenary meeting and decide on how to further proceed with the ETSI Work Item, i.e. to stop the Work Item as described in Clause 1.6.5 above, to remove the EN or HS from the ENAP in progress and re-initiate a full ENAP or to open another Weighted National Voting procedure after re-drafting of the standard.

If the result of the vote is successful, the draft EN or HS shall be considered as adopted and the Secretariat shall, within ten (10) days, publish the standard without modification other than editorial.

The comments shall be considered by the responsible TB Body Chair for possible later revision of the standard.

In both cases, the NSOs and the EC shall be informed.

#### **Process to be followed if Technical Comments have been received by the closing date**

If Technical Comments have been received by the closing date, they shall be discussed by the responsible TB during the resolution meeting while the result of the Weighted National Voting procedure shall not be taken into account.

When substantial changes have been made to the document during the resolution meeting, the responsible TB may decide to remove the EN or HS from the ENAP in progress and re-initiate a full ENAP after re-drafting of the EN or HS or to stop the Work Item as described in Clause 1.6.5 above.

When only minor changes have been made to the document during the resolution meeting, the responsible TB may decide to open a second Weighted National Voting procedure.

When approved for a second Weighted National Voting procedure, the revised draft EN or HS and the resolution report shall be submitted by the responsible TB Chair to the Secretariat within fourteen (14) days to check compliance with the ETSI Drafting Rules.

Provided the revised draft EN or HS complies with the ETSI Drafting Rules, and the resolution report has been uploaded to the ETSI server using the format provided by the Secretariat (see Annex J below) and the EC formal criteria have been carefully taken into account (in the case of HS), the Secretariat shall prepare within thirty (30) days the revised draft and the resolution report for submission to a second Weighted National Voting procedure.

The General Assembly Chair may decide that the second 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 opening of the second Weighted National Voting procedure shall be notified by the Secretariat to the NSOs, the Counsellors, the responsible TB Chair/Vice-Chairs and Rapporteur.

The NSOs shall undertake national consultations on the revised draft EN or HS over a period of sixty (60) days and submit the resulting national position (Weighted National Voting procedure) to the Secretariat by the closing date.

The Secretariat may extend the voting period on receipt of a justified request from an NSO.

The vote cast by an NSO shall be an unconditional "YES" (in favour), a "NO" (not in favour), or an abstention.

A "YES" vote or an abstention may be accompanied by comments which shall only be of a non-Technical nature.

A "NO" vote shall be always accompanied by comments indicating the reason why the draft is not acceptable.

Only valid "YES" or "NO" votes will be counted.

Immediately after the closing date, the result of the second Weighted National Voting procedure shall be determined by the Secretariat in accordance with Articles 11.3, 12.2 and 13.5.1 of the Rules of Procedure and notified to the NSOs, the Counsellors, the responsible TB Chair/Vice-Chairs and Rapporteur and the Full and Associate members.

If the result of the second vote is unsuccessful, the responsible TB shall consider the comments in a plenary meeting and decide on how to further proceed with the ETSI Work Item, i.e. to stop the Work Item as described in Clause 1.6.5 above, to remove the EN or HS from the ENAP in progress and re-initiate a full ENAP or to open another Weighted National Voting procedure after re-drafting of the standard.

If the result of the second vote is successful, the revised draft shall be considered as adopted and the Secretariat shall, within ten (10) days, publish the EN or HS without modification other than editorial.

The comments shall be considered by the responsible TB Chair for possible later revision of the standard.

In both cases, the NSOs and the EC shall be informed.

#### **2.2.1.1.2 Void**

This Clause previously contained text relating to Two-step Approval Procedure which is now replaced by Clause 2.2.1.1.1 EN Approval Process.

#### **2.2.1.2 Maintenance**

An EN or HS shall be reviewed at least every five (5) years to ensure that it is still current.

The standard shall 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 standard shall be reviewed again according to this Clause after a maximum of five (5) years;
- revised by producing a subsequent version (see below) or
- withdrawn (see Clause 2.2.1.3 below).

Subsequent versions of an EN or HS shall be adopted by application of the ENAP, unless the proposed changes are purely editorial.

Subsequent versions containing only editorial changes may be published by the Secretariat following confirmation by the responsible TB Chair, provided some conditions, such as the public availability of any normative reference present in the EN or HS and the minor impact of the revisions on the ETSI Drafting Rules in force at the publication time, are fulfilled.

When need arises for the responsible TB to maintain the deliverable of a TB that has been terminated, the responsible TB shall:

- 1) create and adopt a new Work Item for producing a subsequent version based on the text of the terminated TB deliverable;
- 2) name the terminated TB under "Remarks" in the new Work Item;
- 3) extract the full text of the terminated TB deliverable and consider it as the stable draft, subject to maintenance, of the subsequent version;
- 4) review the text of the subsequent version;
- 5) proceed with the relevant approval of the final draft of the subsequent version;
- 6) submit to the Secretariat for publication.

Once the subsequent version has been published, the terminated TB deliverable shall remain unchanged and publicly available or withdrawn by a decision of the responsible TB.

When need arises for any TB to maintain the deliverable(s) of a TB which has been terminated without having identified any responsible TB for maintaining its deliverable(s), the TB shall ask the Board to be allocated the maintenance of the terminated TB deliverable(s) and, upon Board approval, the responsible TB shall be named under "Remarks" in all the existing terminated TB Work Items and proceed as per the paragraph above.

When need arises to maintain deliverable(s) which have no owner (i.e. no TB responsible for them) those who have identified the need to maintain the deliverables shall endeavour to find a TB to own these deliverables:

- 1) if a TB is found, then the receiving TB shall proceed as indicated in the rules above;
- 2) if no TB is found, then a group of, at least, four (4) interested Full and/or Associate members may decide to propose to the Board the creation of a TB aiming at a further evolution of the technologies of the deliverables considered (giving room to the maintenance of such deliverables);
- 3) else, the deliverables shall remain as they are, until options 1 or 2 above are triggered. The Board and the GA shall be informed about the situation, so they can help triggering options 1 or 2 above.

The maintenance of an EN or HS produced jointly with CEN and/or CENELEC is covered by the Basic Co-operation Agreement (see Annex P below).

#### **2.2.1.3 Withdrawal**

One (1), several or all versions of an EN or HS can be withdrawn according to the following procedure (see Article 13.6 of the Rules of Procedure).

Before launching the procedure for the withdrawal of an EN or HS, the Secretariat shall verify with the EC whether the standard is referenced in any European applicable regulatory text.

If the standard is referenced in a European applicable regulatory text, the procedure shall take into account the transition period required by the EC to amend the reference.

If the standard 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 responsible TB, shall be submitted to the Secretariat without delay.

The Secretariat shall prepare the proposal for submission to the NSOs within ten (10) days.

The General Assembly Chair 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 NSOs shall undertake national consultations over a period of sixty (60) days and submit the resulting national position (Weighted National Voting procedure) to the Secretariat by the closing date. The Secretariat may extend the voting period on receipt of a justified request from an NSO.

The vote cast by each NSO shall be an unconditional "YES" (in favour), a "NO" (not in favour), or an abstention.

A "NO" vote shall be always accompanied by comments indicating the reason why withdrawal of the standard is not acceptable.

Only valid "YES" or "NO" votes will be counted.

The vote result shall be determined in accordance with Articles 11.3, 12.2 and 13.5.1 of the Rules of Procedure.

Immediately after the closing date, the Secretariat shall ensure that a voting report is automatically made available to the responsible TB, the NSOs, the Full and Associate members, and the Counsellors.

Any accompanying comments shall be passed to the responsible TB Chair for possible later consideration.

If the vote is unsuccessful, the standard shall not be withdrawn, and all accompanying comments shall be stored for future consideration of withdrawal.

If the vote is successful, the Secretariat shall, within ten (10) days, withdraw the standard which will be flagged as "Withdrawn" in the ETSI Work Programme.

When need arises to withdraw a published EN or HS produced by a TB, which has subsequently been terminated, and for which maintenance of its deliverables has not been assigned to any other TB, those who have identified the need to withdraw the EN or HS shall submit a justified and reasoned request for withdrawal to the Director-General.

The Director-General shall consult the ETSI membership prior to submitting the withdrawal request and the ETSI members' comments to the Board for decision.

Upon Board approval, the Secretariat shall, within ten (10) days, prepare the proposal for submission to the NSOs and proceed according to the above procedure.

## **2.2.2 HS Citation in the Official Journal of the European Union (OJEU)**

After publication of the HS by ETSI and following Article 10(5) of the Regulation (EU) N° 1025/2012, the EC and ETSI shall jointly assess the compliance of the HS with the initial Standardisation Request.

In case of comments from the EC, the responsible TB Chair, with the support of the Secretariat, shall organise a further resolution meeting and invite the EC and representatives from the CEPT Administrations responsible for the relevant legislation.

If all the comments can be resolved and the HS is in compliance with the Standardisation Request, the HS and the title translations shall be delivered by the Secretariat to the EC for registration in the EC Harmonised Standards database.

If not all the comments can be resolved, the Secretariat shall inform the NSOs and the responsible TB. The responsible TB shall discuss and i) agree to create a new Work Item and re-initiate a full ENAP or ii) decide to stop working on this subject matter.

Once (and if) the HS has been registered in the EC Harmonised Standards database and following Article 10(6) of the Regulation (EU) No 1025/2012, the EC runs a final verification/assessment process and cite the HS to the OJEU when the verification/assessment is successful. This citation will provide the HS, or part of it, presumption of conformity.

When the EC verification/assessment is unsuccessful, the EC informs the NSOs and the responsible TB. The responsible TB shall discuss and i) agree to create a new Work Item and re-initiate a full ENAP or ii) decide to stop working on this subject matter.

## **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 TB or by the Board if another concerned TB cannot resolve their substantial objections with the responsible TB.

### **Membership Approval Process (MAP)**

The draft, approved by the TB, shall be submitted to the Secretariat within fourteen (14) days of the TB approval for the ETSI deliverable to be despatched for membership vote.

Providing that the draft complies with the ETSI Drafting Rules, the Secretariat shall prepare the draft for submission to the members within thirty (30) days.

The vote shall be performed over a period of sixty (60) days.

This involves each Full and Associate member in submitting their vote to the Secretariat by the vote closing date.

The 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 Secretariat shall ensure that a voting report is automatically made available to the TB and ETSI members.

If the vote is unsuccessful, the TB Chair shall decide on how to proceed with the ETSI Work Item. The comments accompanying the "NO" votes shall be passed to the TB Chair for eventual consideration.

If the vote is successful, the Secretariat shall, within ten (10) days, publish the ES or EG without modifications (other than editorial).

The comments accompanying the "NO" votes shall be passed to the TB Chair 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 MAP.

Subsequent versions containing only editorial changes can be published by the Secretariat following confirmation by the TB Chair.

When need arises for the responsible TB to maintain the deliverable of a TB that has been terminated, the responsible TB shall:

- 1) create and adopt a new Work Item for producing a subsequent version based on the text of the terminated TB deliverable;
- 2) name the terminated TB under "Remarks" in the new Work Item;
- 3) extract the full text of the terminated TB deliverable and consider it as the stable draft, subject to maintenance, of the subsequent version;
- 4) review the text of the subsequent version;
- 5) proceed with the relevant approval of the final draft of the subsequent version;
- 6) submit to the Secretariat for publication.

Once the subsequent version has been published, the terminated TB deliverable shall remain unchanged and publicly available or withdrawn by a decision of the responsible TB.

When need arises for any TB to maintain the deliverable(s) of a TB which has been terminated without having identified any responsible TB for maintaining its deliverable(s), the TB shall ask the Board to be allocated the maintenance of the terminated TB deliverable(s) and, upon Board approval, the responsible TB shall be named under "Remarks" in all the existing terminated TB Work Items and proceed as per the paragraph above.

When need arises to maintain deliverable(s) which have no owner (i.e. no TB responsible for them) those who have identified the need to maintain the deliverables shall endeavour to find a TB to own these deliverables:

- 1) if a TB is found, then the receiving TB shall proceed as indicated in the rules above;

- 2) if no TB is found, then a group of, at least, four (4) interested Full and/or Associate members may decide to propose to the Board the creation of a TB aiming at a further evolution of the technologies of the deliverables considered (giving room to the maintenance of such deliverables);
- 3) else, the deliverables shall remain as they are, until options 1 or 2 above are triggered. The Board and the GA shall be informed about the situation, so they can help triggering options 1 or 2 above.

#### **2.2.3.3 Withdrawal**

Withdrawal of an ES or EG shall be made by application of the MAP.

The withdrawal can comprise one (1), 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 TB, shall be submitted to the Secretariat without delay. The Secretariat shall, within ten (10) days, prepare the proposal for submission to the members.

The withdrawal vote shall be performed over a period of sixty (60) days. This involves each Full and Associate member in submitting their vote to the Secretariat by the vote closing date. The 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 Secretariat shall ensure that a voting report is automatically made available to the TB Chair and ETSI members. Comments accompanying the "NO" votes shall be passed to the TB Chair for eventual consideration.

If the vote is unsuccessful, the ES or EG shall not be withdrawn. Comments accompanying the "NO" votes shall be stored for future consideration of withdrawal.

If the vote is successful, the Secretariat shall, within ten (10) days, withdraw the ES or EG which will be flagged as "Withdrawn" in the ETSI Work Programme.

When need arises to withdraw a published ES or EG produced by a TB, which has subsequently been terminated, and for which maintenance of its deliverables has not been assigned to any other TB, those who have identified the need to withdraw the ES or EG shall submit a justified and reasoned request for withdrawal to the Director-General.

The Director-General shall consult the ETSI membership prior to submitting the withdrawal request and the ETSI members' comments to the Board for decision.

Upon Board approval, the Secretariat shall, within ten (10) days, prepare the proposal for submission to the members and proceed according to the above procedure.

#### **2.2.4 TS - ETSI Technical Specification, TR - ETSI Technical Report**

##### **2.2.4.1 Adoption**

The draft, approved and adopted by the TB according to the decision-making procedures in Clause 1.7, shall be submitted to the Secretariat within fourteen (14) days of the TB approval. Providing that the draft complies with the ETSI Drafting Rules, the Secretariat shall publish the TS or TR within thirty (30) days.

The approval procedure may in justified cases be interrupted by the responsible TB or by the Board if another concerned TB cannot resolve their substantial objections with the responsible TB.

#### **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 Secretariat following confirmation by the TB Chair.

When need arises for the responsible TB to maintain the deliverable of a TB that has been terminated, the responsible TB shall:

- 1) create and adopt a new Work Item for producing a subsequent version based on the text of the terminated TB deliverable;
- 2) name the terminated TB under "Remarks" in the new Work Item;
- 3) extract the full text of the terminated TB deliverable and consider it as the stable draft, subject to maintenance, of the subsequent version;
- 4) review the text of the subsequent version;
- 5) proceed with the TB approval of the final draft of the subsequent version;
- 6) submit to the Secretariat for publication.

Once the subsequent version has been published, the terminated TB deliverable shall remain unchanged and publicly available or withdrawn by a decision of the responsible TB.

When need arises for any TB to maintain the deliverable(s) of a TB which has been terminated without having identified any responsible TB for maintaining its deliverable(s), the TB shall ask the Board to be allocated the maintenance of the terminated TB deliverable(s) and, upon Board approval, the responsible TB shall be named under "Remarks" in all the existing terminated TB Work Items and proceed as per the paragraph above.

When need arises to maintain deliverable(s) which have no owner (i.e. no TB responsible for them) those who have identified the need to maintain the deliverables shall endeavour to find a TB to own these deliverables:

- 1) if a TB is found, then the receiving TB shall proceed as indicated in the rules above;
- 2) if no TB is found, then a group of, at least, four (4) interested Full and/or Associate members may decide to propose to the Board the creation of a TB aiming at a further evolution of the technologies of the deliverables considered (giving room to the maintenance of such deliverables);
- 3) else, the deliverables shall remain as they are, until options 1 or 2 above are triggered. The Board and the GA shall be informed about the situation, so they can help triggering options 1 or 2 above.

#### **2.2.4.3 Withdrawal**

Withdrawal of a TS or a TR shall be made following a decision by the TB 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 (1), several or all versions of a TS or a TR.

When the TB advise the Secretariat of withdrawal, the TS or TR will be flagged as "Withdrawn" in the ETSI Work Programme.



When need arises to withdraw a published TS or TR produced by a TB, which has subsequently been terminated, and for which maintenance of its deliverables has not been assigned to any other TB, those who have identified the need to withdraw the TS or TR shall submit a justified and reasoned request for withdrawal to the Director-General.

The Director-General shall consult the ETSI membership prior to submitting the withdrawal request and the ETSI members' comments to the Board for decision.

Upon Board approval, the TS or TR will be flagged by the Secretariat as "Withdrawn" in the ETSI Work Programme.

#### **2.2.5                Void**

This Clause previously contained text relating to a "Historical" status which is no longer used in the ETSI Work Programme.

Existing documents marked as "Historical" are kept unchanged in the ETSI Work Programme until decision is taken to withdraw them.

#### **2.2.6                SR - Special Report**

A Special Report may be produced by:

- an ETSI TB, 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 TB 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 Secretariat within fourteen (14) days of its approval.

Providing that the draft complies with the ETSI Drafting Rules, the Secretariat shall publish the SR within thirty (30) days.

The approval procedure may in justified cases be interrupted by the responsible TB or by the Board if another concerned TB cannot resolve their substantial objections with the responsible TB.

##### **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 Secretariat following confirmation by the TB, ad-hoc group Chair, or Director-General as appropriate.

When need arises for the responsible TB to maintain the deliverable of a TB that has been terminated, the responsible TB shall:

- 1) create and adopt a new Work Item for producing a subsequent version based on the text of the terminated TB deliverable;
- 2) name the terminated TB under "Remarks" in the new Work Item;
- 3) extract the full text of the terminated TB deliverable and consider it as the stable draft, subject to maintenance, of the subsequent version;
- 4) review the text of the subsequent version;
- 5) proceed with the TB approval of the final draft of the subsequent version;

- 6) submit to the Secretariat for publication.

Once the subsequent version has been published, the terminated TB deliverable shall remain unchanged and publicly available or withdrawn by a decision of the responsible TB.

When need arises for any TB to maintain the deliverable(s) of a TB which has been terminated without having identified any responsible TB for maintaining its deliverable(s), the TB shall ask the Board to be allocated the maintenance of the terminated TB deliverable(s) and, upon Board approval, the responsible TB shall be named under "Remarks" in all the existing terminated TB Work Items and proceed as per the paragraph above.

When need arises to maintain deliverable(s) which have no owner (i.e. no TB responsible for them) those who have identified the need to maintain the deliverables shall endeavour to find a TB to own these deliverables:

- 1) if a TB is found, then the receiving TB shall proceed as indicated in the rules above;
- 2) if no TB is found, then a group of, at least, four (4) interested Full and/or Associate members may decide to propose to the Board the creation of a TB aiming at a further evolution of the technologies of the deliverables considered (giving room to the maintenance of such deliverables);
- 3) else, the deliverables shall remain as they are, until options 1 or 2 above are triggered. The Board and the GA shall be informed about the situation, so they can help triggering options 1 or 2 above.

#### **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 (1), several or all versions of a SR.

When the body responsible advises the Secretariat of withdrawal, the SR will be flagged as "Withdrawn" in the ETSI work programme.

When need arises to withdraw a published SR produced by a TB, which has subsequently been terminated, and for which maintenance of its deliverables has not been assigned to any other TB, those who have identified the need to withdraw the SR shall submit a justified and reasoned request for withdrawal to the Director-General.

The Director-General shall consult the ETSI membership prior to submitting the withdrawal request and the ETSI members' comments to the Board for decision.

Upon Board approval, the SR will be flagged by the Secretariat 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 ISG according to the decision-making procedures defined in the group's Terms of Reference shall be submitted to the Secretariat within fourteen (14) days of the ISG approval.

Providing that the draft complies with the ETSI Drafting Rules, the Secretariat shall publish the GS or GR within thirty (30) days.

The approval procedure may in justified cases be interrupted by the responsible ISG.

#### **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 Secretariat following confirmation by the ISG Chair.

When need arises for the responsible TB to maintain the deliverable of an ISG that has been terminated, the responsible TB shall:

- 1) create and adopt a new Work Item for producing a subsequent version of type SR, TR, TS, EG, ES or EN, based on the full text of the terminated ISG deliverable;
- 2) name the terminated ISG under "Remarks" in the new Work Item;
- 3) extract the full text of the terminated ISG deliverable and consider it as the stable draft, subject to maintenance, of the subsequent version;
- 4) review the text of the subsequent version;
- 5) proceed with the TB approval of the final draft of the subsequent version.

NOTE: depending on the deliverable type selected by the responsible TB, the TB-approved subsequent version may either be published as an SR, TR or TS, or submitted to another relevant approval process applicable to EG/ES or EN.

Once the subsequent version has been published, the terminated TB deliverable shall remain unchanged and publicly available or withdrawn by a decision of the responsible TB.

When need arises for any TB to maintain the deliverable(s) of an ISG which has been terminated without having identified any responsible TB for maintaining its deliverable(s), the TB shall ask the Board to be allocated the maintenance of the ISG deliverable(s) and, upon Board approval, the TB shall be named under "Remarks" in all the existing ISG Work Items and proceed as per the paragraph above.

When need arises to maintain deliverable(s) which have no owner (i.e. no ISG or TB responsible for them) those who have identified the need to maintain the deliverables shall endeavour to find a TB to own these deliverables:

- 1) if a TB is found, then the receiving TB shall proceed as indicated in the rules above;
- 2) if no TB is found, then a group of, at least, four (4) interested Full and/or Associate members may decide to propose to the Board the creation of a TB aiming at a further evolution of the technologies of the deliverables considered (giving room to the maintenance of such deliverables);
- 3) else, the deliverables shall remain as they are, until options 1 or 2 above are triggered. The Director-General, the Board and the GA shall be informed about the situation, so they can help triggering options 1 or 2 above.

### **2.2.7.3 Withdrawal**

Withdrawal of a GS or a GR shall be made following a decision by the ISG or TB 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 (1), several or all versions of a GS or a GR.

When the responsible body advises the Secretariat of withdrawal, the GS or GR will be flagged as "Withdrawn" in the ETSI Work Programme.

When need arises to withdraw a published GS or GR produced by an ISG, which has subsequently been terminated, and for which maintenance of its deliverables has not been assigned to any other TB, those who have identified the need to withdraw the GS or GR shall submit a justified and reasoned request for withdrawal to the Director-General.

The Director-General shall consult the ETSI membership prior to submitting the withdrawal request and the ETSI members' comments to the Board for consultation.

After Board consultation and upon approval of the Director-General, the GS or GR will be flagged by the Secretariat as "Withdrawn" in the ETSI Work Programme.

#### 2.2.7.4 Void

This Clause previously contained text relating to a "Historical" status which is no longer used in the ETSI Work Programme.

Existing documents marked as "Historical" are kept unchanged in the ETSI Work Programme until decision is taken to withdraw them.

#### 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

An EN or HS shall be transposed by the NSOs (see Article 13.7 of the Rules of Procedure).

The responsible TB shall, during the drafting of an EN or HS, and particularly prior the commencement of the ENAP advise the Secretariat of any reasons that they are aware of which might justify a longer transposition period, e.g. a later date of withdrawal (dow) than indicated in the table below and advise on the new dow to apply.

The NSOs, in the context of the NSO Agreement, shall also advise the Secretariat of any reasons that they are aware of which might prevent the application of the default transposition periods.

|              | Action  | Default period   |
|--------------|---|--|
| <b>doa</b>   | latest <b>date of</b> national <b>announcement</b> of the EN or HS      | Three (3) months after the publication by ETSI of the EN or HS   |
| <b>dop/e</b> | latest <b>date of publication or endorsement</b> as a national standard | Six (6) months after <b>doa</b>  |
| <b>dow</b>   | latest <b>date of withdrawal</b> of conflicting national standard(s)    | Six (6) months after <b>doa</b><br>(i.e. normally same as <b>dop/e</b> but if later, the EN or HS is valid alongside the conflicting national standard(s)) |

### 3 Operation of Industry Specification Groups (ISG)

#### 3.1 Characteristics of an ISG

The need has been identified for ISGs to exist alongside the current Technical Organization supplementing the existing standards development process.

An ISG, supported by Working Groups where appropriate, is an activity organized around a set of ETSI Work Items addressing a specific technology area.

An ISG:

- is established on the initiative of any group of, at least four (4), 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 Items (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 deliverables of type Group Report (GR) or Group Specification (GS) 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);
- 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 ISG 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 Lifecycle of an ISG**

#### **3.2.1 Creation of an ISG**

The Director-General is responsible for creating an ISG, in consultation with the Board and OCG, and approving its Terms of Reference, based on written proposals in accordance with the criteria given in Annex D.3 below.

The duration of the ISG shall be fixed at the outset with an initial period of no more than two (2) years starting on the first day of the ISG's kick-off meeting.

The Director-General shall inform the ETSI members whenever an ISG is created.

#### **3.2.2 Extension of an ISG**

On request from an ISG, the Director-General may extend its duration for subsequent periods of up to two (2) years each, after a review taking into account the original objectives of the ISG and the advice of the Board.

In order to be extended, an ISG shall demonstrate that its results contribute to the ETSI Work Programme.

#### **3.2.3 Transfer of activity from an ISG to a Technical Committee (TC) if needed**

The transfer of activity from an ISG to a TC may be proposed to the Director-General by the ISG, by the TC or by both.

The TC shall ensure that its Terms of Reference encompass the technical area of the ISG and shall propose revisions if required.

The TC, in consultation with the ISG, may propose to create one (1) or more Working Group(s) for hosting the ISG technical activity.

The TC, in consultation with the ISG, shall identify and propose the Work Item(s) that may be required by the TC for continuing the work initially covered by the ISG.

Based on the above, the ISG shall identify the Work Items that shall be completed before the termination of the ISG or the Work Items that shall be stopped according to Clause 1.6.5 of the ETSI Technical Working Procedures.

Once the above preparatory work has been completed, the proposal for transferring the activity of the ISG to the TC shall be i) submitted by the TC and/or ISG to the Director-General for endorsement and ii) submitted by the Director-General to the Board for approval.

Following the approval of the proposal by the Board, the Director-General is responsible for guiding the TC and the ISG through the transition phase and encouraging and helping any ISG Participant to become an ETSI member.

The Director-General is responsible for terminating the ISG according to Clause 3.2.3 below as soon as the transition phase has been completed.

#### **3.2.4 Termination of an ISG**

Before termination, the ISG is responsible for:

- preparing, in coordination with the Secretariat, recommendations concerning the maintenance of its deliverable(s);

- ensuring that its Work Item(s) has(ve) either been published or stopped in the ETSI Work Programme;
- proposing a TB responsible to perform the maintenance of its deliverable(s) if any.

When the proposed TB has formally accepted to be responsible for the maintenance of the ISG deliverable(s), and when the proposed transfer of responsibility from the ISG to the TB has been confirmed by the Board, the TB shall be named under "Remarks" in each existing ISG Work Item.

When the proposed TB does not accept to perform the maintenance of the ISG deliverable(s) or when no TB has been identified by the ISG before termination, the Director-General shall attempt to find an appropriate existing TB to perform the maintenance and get its approval as well as the Board approval.

Where no such body exists, the Board shall be informed that no TB has been identified for maintaining the ISG deliverable(s) which will remain unchanged and publicly available with the latest publication date.

The Director-General is responsible for terminating an ISG, in consultation with the Board, and informing the ETSI members.

### **3.3 Appointment of Chair, Vice-Chairs, WG Chairs**

#### **3.3.1 Appointment of Chairs**

Only representatives of Full or Associate members may hold the role of Chair of an ISG.

An ISG Chair shall be appointed by the ISG for a period of one (1) 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 ISG Chair to step down from his position of office.

If more than one (1) candidate exists for the position of ISG Chair, and the ISG is unable to decide on one (1) candidate using simple majority secret balloting, the matter shall be referred to the Director-General for resolution.

#### **3.3.2 Appointment of Vice-Chairs and Working Group Chairs**

Only representatives of Full or Associate members may hold the role of Vice-Chair and Working Group Chair of an ISG.

An ISG may appoint Vice-Chairs and Working Group Chairs for a period of one (1) 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 Chairs**

An ISG Chair is responsible for the overall management of the work programme and the efficient working of the ISG and its Working Groups. The Chair has an overall responsibility to ensure that the activities of the ISG follow the appropriate ETSI policies and procedures.

The Chair may nominate individuals to assist in the work.

The Chair is responsible for reporting to the General Assembly and the Board on the activities of the ISG 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 ISG**

Participation in the work of an ISG will be subject to signature of the associated ISG 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.

Full and Associate members (and applicant members) who have signed an ISG Member Agreement have the right to attend meetings of that ISG and to participate in the work with the right to vote.

Associations which are Full or Associate members shall be represented by their employees and elected officials.

In addition, a maximum of one (1) 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 ISG meetings shall only represent that Association's views.

In any case, where an Association is submitting a technical proposal for a Group Report or a Group 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 Observers may attend meetings of an ISG and participate in the work without the right to vote subject to having signed the relevant ISG Participant Agreement, including having paid the appropriate participation fee.

ETSI Counsellors may attend meetings of an ISG and participate in the work without the right to vote.

ETSI Partners may attend meetings of an ISG and participate in the work without the right to vote subject to having signed the relevant ISG 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 (1) 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 ISG meetings shall only represent that Partners views.

In any case, where a Partner is submitting a technical proposal for a Group Report or a Group 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 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 ISG and participate in the work without the right to vote subject to having signed the relevant ISG 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 ISG meetings, may be invited or authorized by the ISG Chair to attend meetings of an ISG, 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 ISG Chair shall be made to such an applicant in writing and shall contain appropriate justification of the ISG Chair's decision.

The ISG Chair shall notify the Director-General of the decision.

ETSI Observers or non-ETSI members authorized to attend ISG meetings may participate without the right to vote but shall pay a per meeting fee specified in the ISG Agreement.

The Director-General may authorize the provisional participation of applicants for Full or Associate membership within the ISG before the application for membership is formally approved by the General Assembly.

Remote participation in ISG meetings (e.g. audio conference, web conference, 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 ISG 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 ISG Terms of Reference and provided those changes are compliant with ETSI Guidelines for Antitrust Compliance.

### **3.6 Work Programme**

The ISG shall follow the same rules as those laid down in Clause 1.6 for Technical Bodies.

### **3.7 Decision making**

The ISG shall follow the same rules as those laid down in Clause 1.7 for Technical Bodies unless otherwise specified in the ISG 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 ISG Chair to ensure that information is given on the items outlined in the following Clauses. Support may be negotiated with the Secretariat.

#### **3.9.1 Changes in organizational structure**

The Chair of an ISG shall inform the Secretariat of organizational changes, allowing the maintenance of an organizational diagram showing its structure including Working Groups and Chair/Vice-Chairs and WG Chairs.

#### **3.9.2 Changes to Working Group Terms of Reference**

The Chair of an ISG shall notify the 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 Chair of an ISG shall prepare a report of each meeting. The report shall consist of two (2) 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 ISG and should not be more than two (2) pages long. It should be made available on the ETSI server (Docbox) within fifteen (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 ISG and it should then be made available on the ETSI server (Docbox) within thirty (30) days.

#### **3.9.4 Calendar of meetings**

The Chair of an ISG shall inform the Secretariat of the dates and venues of future meetings. The Secretariat shall use the information provided to update the ETSI Calendar of Meetings.

#### **3.9.5 Financial reporting**

The Chair of an ISG 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 ISG shall receive basic administrative support from the Secretariat.

An ISG 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 an ISG which may impact the Work Programme of the ETSI Technical Organisation.

### **3.11 Access to ISG working documents**

The Director-General, in consultation with the Board, may grant an ETSI Partner access to the working documents of an ISG, identified in the MoU or CA, without signature of the relevant ISG Participant Agreement.

Upon decision to grant access to the ETSI Partner, the ISG Members/Participants will be informed and the ISG Chair will be informed of the names of the ETSI Partner representative benefiting from this access.

## **4 Coordination Groups initiated by ETSI**

### **4.1 Characteristics**

The need has been identified for Coordination Groups initiated by ETSI to exist alongside the current Technical Organization supplementing the existing standards development process.

A Coordination Group initiated by ETSI, supported by Working Groups where appropriate, is an activity established by ETSI when there is a need to coordinate with external bodies and where such coordination cannot be accommodated within an ETSI TB, an ISG or an SC and cannot be achieved by existing types of partnership engagements.

A Coordination Group:

- is established on the basis of requirements to assess, advise and/or coordinate the need of standardization in a specific sector or technical area and/or the work of standardization made by different organizations;
  - has the requirements described in its Terms of Reference.
- A Coordination Group may reconfirm, continuously, the requirements for its planned outcome, or if needed, suggest refinements to its Terms of Reference;
- has its own project and programme management and timed deliverables;
  - is responsible for the approval of its own deliverables as defined in its Terms of Reference;
  - may comprise participation by representatives of Full and Associate members, Observers and Counsellors;
  - is established on the basis of co-operation with, and participation by, external bodies or members of such bodies;
  - has working procedures, policies and support from the Secretariat, if necessary defined in an agreement or contract between ETSI and the Coordination Group members which may vary from the procedures laid down in the ETSI Technical Working Procedures;
  - shall not produce ETSI deliverables as defined in Annex A, A.3 of the ETSI Technical Working Procedures;
  - may manage its own financial affairs;
  - may invite an ETSI TC having the appropriate competence to carry out work.

Relevant work should be progressed by the TC to the required project time scales;

- reports to the Board/OCG and the General Assembly on the activities of the Coordination Group upon request.

#### **4.2 Creation and termination of a Coordination Group**

It is the responsibility of the Board to create or terminate a Coordination Group and to approve its Terms of Reference based on written proposals in accordance with the criteria given in Annex D.4 below.

Before termination, a Coordination Group should prepare recommendations concerning the maintenance of its deliverables when need arises.

#### **4.3 Appointment of Coordination Group Chairs, Vice-Chairs and Working Group Chairs**

##### **4.3.1 Appointment of Chairs**

Coordination Group Chairs shall be appointed by the Coordination Group for a period of one (1) year unless otherwise specified in its Terms of Reference. After each period they may be re-appointed. The appointment and/or re-appointment shall be confirmed by the Board.

If more than one (1) candidate exist for the position of Coordination Group Chair, a vote shall be taken using simple majority secret balloting (one (1) vote per member) unless otherwise specified in its Terms of Reference.

If a Coordination Group is unable to decide on one (1) candidate, the matter shall be referred to the Board for resolution.

When justified, the Coordination Group may ask a Chair to step down from his position of office.

##### **4.3.2 Appointment of Vice-Chairs and Working Group Chairs**

A Coordination Group may appoint Vice-Chairs and Working Group Chairs for a period of one (1) year unless otherwise specified in its Terms of Reference. After each period they may be re-appointed.

If more than one (1) candidate exist for the position of Coordination Group Vice-Chair or Working Group Chair a vote shall be taken using simple majority secret balloting (one (1) vote per member) unless otherwise specified in its Terms of Reference.

If a Coordination Group is unable to decide on one (1) candidate, the matter shall be referred to the Board for resolution.

When justified, the Coordination Group may ask a Vice-Chair or a Working Group Chair to step down from his position of office.

##### **4.3.3 Responsibilities of Chairs**

The Coordination Group Chair is responsible for the efficient working of the Coordination Group and its Working Groups. The Chair has an overall responsibility to ensure that the activities of the Coordination Group follow the Coordination Group Terms of Reference.

The Coordination Group Chair may nominate individuals to assist in the work.

The Coordination Group Chair is responsible for reporting to the General Assembly and/or the Board/OCG on the activities of the Coordination Group upon request.

#### **4.4 Participation in the work of a Coordination Group**

Participation in the work of a Coordination Group will be subject to the conditions described in its Terms of Reference.

#### **4.5 Convening a Coordination 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 Coordination Group Terms of Reference and provided those changes are compliant with ETSI Guidelines for Antitrust Compliance.

#### **4.6 Work programme**

The rules for managing the Coordination Group work programme should follow the rules specified in its Terms of Reference.

#### **4.7 Decision making**

The Coordination Group shall follow the rules as those laid down in Clause 1.7 for TBs unless otherwise specified in the Coordination Group Terms of Reference.

#### **4.8 Reporting obligations**

It is the responsibility of the Coordination Group Chair to ensure that information is given on the items outlined in the following clauses.

##### **4.8.1 Changes in organizational structure**

The Coordination Group Chair shall inform the Secretariat of organizational changes, allowing the maintenance of an organizational diagram showing its structure including Working Groups and Chairs/Vice-Chairs.

##### **4.8.2 Meeting reports**

The Coordination Group Chair shall prepare a report of each meeting that shall contain the proceedings of the meeting, including summaries of essential discussions and the decisions made. It requires the approval of the Coordination Group and it should then be made available on the ETSI document repository within thirty (30) days.

##### **4.8.3 Calendar of meetings**

The Coordination Group Chair shall inform the Secretariat of the dates and venues of future meetings. The Secretariat shall use the information provided to update the ETSI Calendar of Meetings.

#### **4.9 Secretariat support**

A Coordination Group may receive support from the Secretariat on a case-by-case basis.

A Coordination Group may receive additional support where the group agrees to provide voluntary contributions 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 Coordination Groups which may impact the Work Programme of the ETSI Technical Organisation.

### **5 Coordination Groups initiated by external bodies**

#### **5.1 Characteristics**

The need has been identified by ETSI to participate in Coordination Groups initiated by external bodies. A Coordination Group initiated by external bodies is an activity established outside of ETSI at the initiative of any other external body including the different bodies of the European Union for assessing, advising and/or coordinating the need of standardization in a specific sector or technical area and/or the work of standardization made by different organizations.

Such a Coordination Group:

- should have the requirements described in its Terms of Reference.  
  
The Coordination Group may have its own business development activity to reconfirm, continuously, the requirements for its planned outcome, or if needed, to suggest refinements to the Terms of Reference;
- may have its own project and programme management and timed deliverables;
- should be responsible for defining the approval process for its own deliverables;
- may comprise participation by representatives of Full and Associate members, Observers and Counsellors;

- is established on the basis of co-operation with, and participation by, external bodies or members of such bodies;
- may have working procedures, policies and support from the Secretariat, if necessary defined in an agreement or contract between ETSI and the Coordination Group members which may vary from the procedures laid down in the ETSI Technical Working Procedures;
- shall not produce ETSI deliverables as defined in Annex A, A.3 of the ETSI Technical Working Procedures;
- may manage its own financial affairs;
- may invite an ETSI TC having the appropriate competence to carry out work.

Relevant work should be progressed by the TC to the required project time scales.

## **5.2 Participation of ETSI to a Coordination Group**

It is the responsibility of the Board to decide if ETSI participates to a Coordination Group according to its Terms of Reference based on written proposals.

It is the responsibility of the Board to decide if ETSI withdraws its participation from a Coordination Group according to the conditions defined in the agreed Terms of Reference.

## **5.3 Appointment of ETSI representatives to Coordination Groups**

It is the responsibility of the Board to appoint ETSI representatives to Coordination Groups.

The ETSI representative to a Coordination Group is responsible for reporting to the General Assembly and/or the Board on the activities of the Coordination Group upon request.

## **5.4 Appointment of ETSI candidates to official positions in Coordination Groups**

It is the responsibility of the Board to appoint ETSI candidates to official positions in Coordination Groups when need arises.

## **5.5 Participation in the work of a Coordination Group**

Participation in the work of a Coordination Group will be subject to the conditions described in its Terms of Reference.

## **5.6 Convening a Coordination Group meeting**

The rules for convening meetings should follow the principles specified in the Coordination Group Terms of Reference.

## **5.7 Work programme**

The rules for managing the Coordination Group work programme should follow the rules specified in its Terms of Reference.

## **5.8 Decision making**

The Coordination Group decision making principles should follow the rules specified in its Terms of Reference.

## **5.9 Secretariat support**

The Director-General, in consultation with the Board, may allocate Secretariat support to Coordination Groups on a case-by-case basis.

# **6 Making ETSI working documents public from open areas on Docbox**

A TC, EP or ISG is entitled to request and get a dedicated open area on Docbox for making some of its working documents publicly available under the conditions described below.

Such request shall be submitted to the Director-General who shall inform the Board whenever an open area is created on Docbox.

#### **6.1 Conditions for making TC/EP/ISG draft deliverables public**

Any TC/EP/ISG draft deliverable may be made public (upload to the relevant open area on Docbox) by the TC/EP/ISG that originated it on the condition that a formal decision is taken by the TC/EP/ISG and recorded in a meeting report.

#### **6.2 Conditions for making TC/EP/ISG individual contributions public**

Any individual contribution to any TC/EP/ISG may be made public (upload to the relevant open area on Docbox) by the TC/EP/ISG that it was submitted to on the condition that:

- its author has expressed her/his consent;
- the contribution is not marked confidential or restricted to a community;
- the contribution does not contain private data (such as the private email address, the private phone number or any other private information of this nature) or any sensitive data (such as data regarding opinions, health or any other data of this nature) as stated in the General Data Protection Regulation (EU) No.2016/679 of 27 April 2016;
- a formal decision is taken on the contribution by the TC/EP/ISG and recorded in a meeting report.

#### **6.3 Conditions for making any other TC/EP/ISG document public**

Any other TC/EP/ISG working document may be made public (upload to the relevant open area on Docbox) by the TC/EP/ISG that produced it on the condition that:

- the document is not marked confidential or restricted to a community;
- the contribution does not contain private data (such as the private email address, the private phone number or any other private information of this nature) or any sensitive data (such as data regarding opinions, health or any other data of this nature) as stated in the General Data Protection Regulation (EU) No.2016/679 of 27 April 2016;
- a formal decision is taken on the document by the TC/EP/ISG and recorded in a meeting report.

NOTE 1: it is acceptable, in all the above cases, to include professional data such as the professional email address, the professional phone number and any other professional information of this nature in any working document uploaded to an open area on Docbox.

NOTE 2: it is acceptable to include professional pictures with the express consent of the person portrayed, in a working document uploaded to an open area on Docbox.

## 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 of the Technical Working Procedure.

**ETSI Deliverable:** A document (SR, GR, GS, TR, TS, EG, ES 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 Secretariat, providing rules for the drafting of ETSI deliverables.

**ETSI Work Item (WI):** A description of a standardization task approved by a TB and/or an ISG according to the procedures in Clause 1.6.3 of the Technical Working Procedures and adopted by the ETSI members.

**ETSI Work Programme (EWP):** The complete set of ETSI Work Items.

**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):** a Technical Committee (TC), an ETSI Project (EP) or an ETSI Partnership Project (EPP).

**Reference Body:** a Technical Committee (TC), an ETSI Project (EP), an ETSI Partnership Project (EPP), a Special Committee (SC) or an Industry Specification Group (ISG).

**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 (TB) / Industry Specification Group (ISG)

**Attendee:** An individual:

- taking part physically or remotely in a TB or ISG meeting; or
- taking part in an electronic TB or ISG meeting; or
- participating in the work of a TB or ISG by correspondence; or
- participating in the work of a TB or ISG by using (non-real-time) electronic working methods.

**Rapporteur:**

- **In a TB:** An individual from a 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 ISG:** An individual from an ISG 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 Chair of the meeting.

### A.3 Deliverables

**Special Report (SR):** An ETSI Deliverable, containing only informative elements made publicly available for reference purposes.

**Group Report (GR):** An ETSI Deliverable, containing only informative elements, approved for publication by an ISG.

**Group Specification (GS):** An ETSI Deliverable, containing normative provisions, approved for publication by an ISG.

**Technical Report (TR):** An ETSI Deliverable, containing only informative elements, approved for publication by a TB.

**Technical Specification (TS):** An ETSI Deliverable, containing normative provisions, approved for publication by a TB.

**ETSI Guide (EG):** An ETSI Deliverable, containing only informative elements, approved for publication by application of the Membership Approval Process.

**ETSI Standard (ES):** An ETSI Deliverable, containing normative provisions, approved for publication by application of the Membership Approval Process.

**European Standard (EN):** An ETSI Deliverable containing normative provisions, approved for publication by application of the EN Approval Process.

**Harmonised Standard (HS):** An EN adopted on the basis of a Standardisation Request made by the European Commission for the application of Union harmonisation legislation.

### 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 TB 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 TB Chair.

**European Telecommunication Standard (ETS):** An ETSI deliverable, containing normative provisions approved for publication in a process involving the National Standards Organizations 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.

**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 Process (ENAP):** The process consisting of a combined Public Enquiry and Weighted National Voting procedure used to adopt or withdraw an EN or an HS (see Articles 13.4 and 13.5 of the Rules of Procedure).

**Membership Approval Process (MAP):** The process, consisting of Weighted Individual Voting by 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 consultation undertaken by a National Standards Organization to evaluate the likely acceptance or withdrawal of an EN or an HS.

**Weighted National Voting (WNV):** The vote cast to express the national position of a country (following a national consultation) for the adoption or withdrawal of an EN or HS.

**Technical Comment:** A comment which proposes a technical change in an ETSI deliverable. A technical change is one which, implicitly or explicitly, adds, removes or modifies provisions of the deliverable.

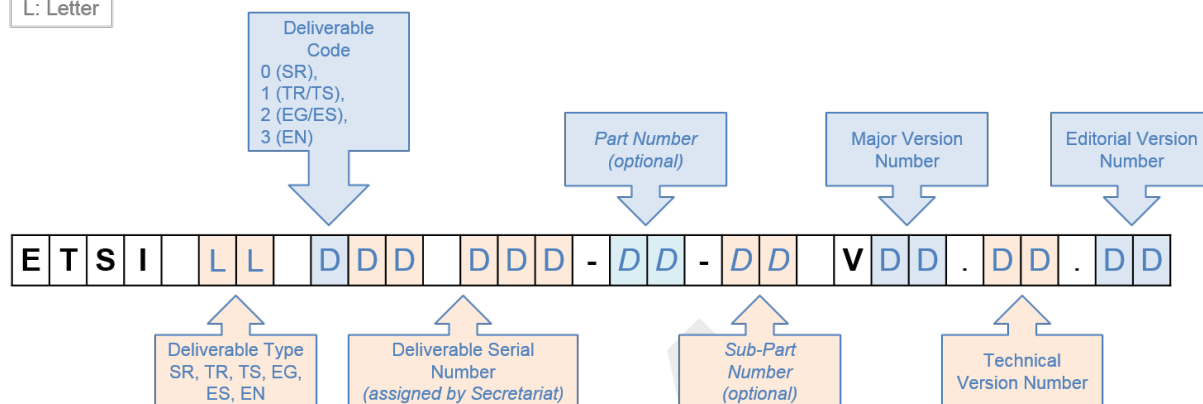
NOTE: Technical changes can result in modified behaviour of equipment or systems designed to be conformant to that deliverable.



## ANNEX B (normative): Numbering of deliverables

All ETSI deliverables type SR, TR, TS, ES, EG and EN shall follow the same numbering scheme and be drawn from the same numbering series.

D: Digit  
L: Letter



### EXAMPLES:

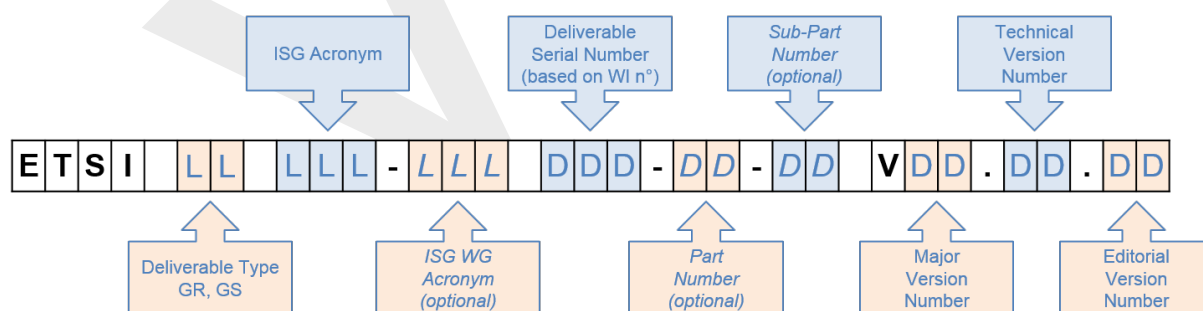
|   |   |   |   |  |   |   |  |   |   |   |  |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|--|---|---|--|---|---|---|--|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| E | T | S | I |  | T | S |  | 1 | 0 | 0 |  | 3 | 6 | 8 | - | 0 | 1 | - | 0 | 3 |   | V | 0 | 2 | . | 0 | 5 | . | 1 | 1 |
| E | T | S | I |  | T | S |  | 1 | 0 | 0 |  | 3 | 6 | 8 |   | V | 0 | 2 | . | 0 | 5 | . | 1 | 1 |   |   |   |   |   |   |

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)-ETSS 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 deliverables type GR or GS shall follow the same numbering scheme and be drawn from the same numbering series:

D: Digit  
L: Letter



### EXAMPLES:

|   |   |   |   |  |   |   |  |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|--|---|---|--|---|---|---|---|---|---|---|--|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| E | T | S | I |  | G | S |  | N | F | V | - | I | F | A |  | 0 | 1 | 8 | - | 0 | 2 | - | 0 | 5 |   | V | 0 | 8 | . | 0 | 5 | . | 1 | 2 |
| E | T | S | I |  | G | S |  | N | F | V | - | I | F | A |  | 0 | 1 | 8 |   | V | 0 | 8 | . | 0 | 5 | . | 1 | 2 |   |   |   |   |   |   |
| E | T | S | I |  | G | S |  | N | F | V |   |   |   |   |  | 0 | 1 | 8 |   | V | 0 | 8 | . | 0 | 5 | . | 1 | 2 |   |   |   |   |   |   |

**ANNEX C (normative): Handling of deliverables from the previous regime**

**C.1 New ETSI Work Items**

No new Work Items 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 Items for Amendments 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 the Technical Working Procedures.

A complete new version of the deliverable shall always be issued (i.e. no Amendments or Corrigenda are permitted).

Where the chosen type for the maintenance deliverable is EN or HS it shall be adopted by the application of the ENAP.

A subsequent edition of a TBR should be adopted by application of the ENAP.

**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 TB.

## **ANNEX D (normative): Requirements for the establishment of a new 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 TB or a group of four (4) 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 TB in order to be formally approved (see Clause 1.2 of the Technical Working Procedures).

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 Items or a draft description of Work Items to be refined by the new TB.

Visibility of the initiation of a new TB shall be assured.

### **D.1 Requirements common to all types of Technical Body**

For the establishment of a new TB, the following shall be provided:

#### **Part A (changes to these items require further approval - see Clause 1.2 of the TWP):**

- 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 TB shall have selected its Chair (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 Secretariat resources required by a TB shall be specified.

#### **Part B (changes to these items do not require further approval):**

- a) at least four (4) 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 external ETSI resources required (i.e. outside those provided by the TB participants) shall be specified;
- 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 deliverables and liability should be defined;
- d) if non-ETSI deliverables are produced, any other policies applying to these shall be specified;

- e) requests for 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 ISG**

For the establishment of a new ISG, the following shall be provided:

**Part A (changes to these items require further approval - see Clause 3.2 of the TWP):**

- 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 shall be provided stating why any overlapping or complementary elements are justified (with reference to existing work or Terms of Reference of any existing ETSI Technical Committee or Project, ISG, or identified activities outside ETSI);
  - d) the time plan for work of the group, subject to a maximum initial duration of two (2) years;
  - e) the name of the initial Convenor (representing a Full or Associate member (or applicant member) having signed the relevant ISG Member Agreement;
  - f) the total resource requirement shall be estimated and the source of these resources shall be identified;
  - g) any Secretariat resources required shall be specified;
  - h) the analysis and narrative should explicitly expand and document the following points as far as possible:
    - provide an overview of how any existing standards related to the proposed work are currently used in products and services;
    - describe how the proposed work would relate with existing products, services and devices;
    - discuss regulations, particularly in Europe, that relate to the ideas in the proposed work;
    - what benefits (societal/policy/technical etc) does it bring to create a new specification?
    - if the proposed work does not take place what are the disadvantages?
    - if the proposal is for a new idea, eg there are none or few related standards, explain what effects it is expected it to have in the ICT market;
    - are there TBs or ISGs whose ToRs address the new issues from the ISG as a significant part of their work?
    - outline readily available published documents (eg from widely read publications), white papers etc related to the proposed ISG work;
  - i) the draft ISG 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 of the TWP):**
- a) at least four (4) 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 ISG participants) shall be specified and an outline provided of responses and discussions undertaken;
- 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 ISG and ETSI Technical Bodies).

#### **D.4 Requirements for creating a Coordination Group**

For the creation of a Coordination Group, the following shall be provided:

- a) the Terms of Reference of the Coordination Group including the goals and the proposed members of the Coordination Group;
- b) an analysis of the costs and benefits for ETSI of the proposed Coordination Group;
- c) an analysis identifying any potential co-involvement into the Coordination Group of any body from the ETSI Technical Organization and/or ISGs;
- d) the time plan for existence of the Coordination Group, subject to i) a maximum initial duration defined in the Terms of Reference and ii) the conditions of the renewal;
- e) the name of the proposed Convenor;
- f) an estimate of the Secretariat resources required;
- g) an estimate of any other resources required and the source of these resources.

#### **D.5 Requirements for participating in a Coordination Group initiated by external bodies**

For participating in a Coordination Group initiated by external bodies, the following should be provided:

- a) the Terms of Reference of the Coordination Group including the goals and the members of the Coordination Group;
  - b) an analysis of the costs and benefits for ETSI to be part of the proposed Coordination Group;
  - c) an analysis identifying any potential co-involvement into the Coordination Group of any body from the ETSI Technical Organization and/or ISGs;
  - d) the time plan for existence of the Coordination Group subject to i) a maximum initial duration defined in the Terms of Reference and ii) the conditions of renewal and withdrawal;
  - e) the name of the proposed ETSI representative to the Coordination Group;
  - f) an estimate of the Secretariat resources required;
- and any other specifics pertaining to the formation of the Coordination Group.

## **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 EPP, as defined in the agreement or contract between ETSI and the Partners;
- an ISG, as defined in the group's Terms of Reference.

### **E.1 Specifications and Standards**

#### **E.1.1 ETSI Technical Specification (TS)**

The TS is the preferred deliverable when the document contains normative provisions and short time to market, validation and maintenance are essential.

A TS may be used to publish the contents of a draft ES being submitted to a vote or a draft EN being submitted to an ENAP.

#### **E.1.2 ETSI Standard (ES)**

The 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.

#### **E.1.3 European Standard (EN)**

The EN 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.

When the drafting of the document is required under an EC/EFTA Standardisation Request, the EN is qualified as Harmonised Standard (HS).

In a standardization project encompassing drafting of several or many deliverables, only those parts of the project that fulfil the above justification shall become ENs; the other parts shall become TSs, TRs or ESs, as pertinent.

For emerging technologies, the output shall be directed to TSs until the provisions have become "stable" even if the above justification is fulfilled.

### **E.2 Guides and Reports**

#### **E.2.1 ETSI Technical Report (TR)**

The TR is the default deliverable when the document contains only informative elements.

#### **E.2.2 ETSI Guide (EG)**

The 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.

#### **E.2.3 ETSI Special Report (SR)**

The 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.

**ANNEX F: Void**

This Annex was deleted at Board#75 as a part of the implementation of the STF Review Recommendations.

**ANNEX G: 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).

## **ANNEX H (informative): Guidelines for the implementation of the STF/TTF processes**

### **H.1 Call for Expertise structure**

The Call for Expertise will include the following elements:

- **Information for the applicants**
  - o Identification of the subject and background information on the STF/TTF;
  - o Deadline to submit proposals;
  - o Instructions to submit proposals;
  - o Information on how proposals will be processed and the expected time scale;
  - o Detailed STF/TTF Terms of Reference;
  - o Contact persons in ETSI for more information.
- **Form to answer the Call for Expertise**
  - o Identification of the applicant service provider and contact persons;
  - o Competence, qualification and references justifying ability to perform the work;
  - o Proposed approach and critical review of how the requirements in the STF/TTF Terms of Reference can be achieved in the most efficient way;
  - o Proposed contribution to each specific task;
  - o Availability to cooperate with other service providers (if applicable);
  - o Financial information (offered price for performance of the proposal).
- **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 and without being exhaustive:

- 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 STF/TTF Terms of Reference;
- effective proposed approach/methodology for the execution of the tasks;
- implementation schedule;
- clear pricing.

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 or from ETSI's annual budget, will be verified before placing a service contract.



### **H.3            STF/TTF leader**

The STF/TTF leader is appointed by the Director-General in consultation with the relevant Reference Body Chair, from one (1) of the service providers or, in specific cases, from the Secretariat. The resources spent by the Secretariat to contribute to the STF work may be accounted under the specific EC/EFTA funding.

Considering the particular responsibility of the STF/TTF leader in the management of ETSI resources, this role should be reserved to ETSI member organizations.

The STF/TTF leader acts as the interface with the Director-General for management of the STF/TTF, with the service provider(s) for coordination of the project and with the Reference Body Chair for technical control.

Under the supervision of the Director-General and the Reference Body Chair, the STF/TTF leader is responsible to:

- monitor budget use, in coordination with the Director-General;
- manage the work plan as required to achieve the objectives settled in the Terms of Reference;
- represent the STF/TTF in meetings with the Reference Body and/or external organizations;
- propose mission travels for the service providers' personnel;
- report on the progress of the STF/TTF;
- monitor 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 Secretariat for the day-to-day activity of the STF/TTF;
- make requests or suggestions to the Director-General on behalf of the STF/TTF;
- provide the final deliverables to the Reference Body and the Director-General.

### **H.4            STF/TTF work plan**

The work plan included in the STF/TTF Terms of Reference is established by the Reference Body Chair, in consultation with the Secretariat, and contains the following elements:

- latest schedule for the availability of the base documents;
- milestones and reporting schedule;
- deliverables schedule;
- tasks and resources assigned to the service providers;
- provisional travel plan for the participation of service providers' personnel to meetings and events.

The STF/TTF activity will not start until the service contracts have been signed.

The STF/TTF leader will inform the Reference Body Chair and the Director-General of any changes in the work plan and agree with them on the corrective actions required.

## **H.5 STF/TTF reporting and expenditure control**

The STF/TTF leader will report on the progress of the work, according to the work plan schedule. In addition, if relevant, the STF leader will provide the reports required in the contract with EC/EFTA or with the members providing voluntary funding. These reports (which generally represent a contractual milestone) are to be approved by the Reference Body Chair and the Director-General (or their representatives) to authorize the payment of the work performed by the service providers. The Director-General will provide the necessary support and guidance to the STF/TTF 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 Reference Body, Working Group or steering committee, so that the reports can be reviewed and endorsed by the delegates, before the approval by the Reference Body Chair and the Director-General.

**ANNEX J (normative):      Template for ENAP comments and Resolution Reports**

<action type> <action number>: Comments on Draft ETSI EN <ETSI number> V<#>  
<Deliverable Title>  
<TB information>

**Example:**

AP 20180130: Comments on Draft EN 302 454 v.2.2.0  
Meteorological Aids (Met Aids);  
Radiosondes to be used in the 1 668,4 MHz to 1 690 MHz frequency range;  
Harmonised Standard for access to radio spectrum  
ERM TGAERO Aeronautics

**Note to TBs:**

Please identify for each comment whether it has been **Noted**, **Accepted**, **Accepted with modifications** or **Rejected** and, for Technical Comments, give some short explanation.

| NSO | Clause/<br>Sub-<br>Clause | Paragraph<br>Figure/<br>Table | Type of<br>comment<br><Technical<br>or Non-<br>Technical> | COMMENTS | Proposed change | OBSERVATIONS<br>on each comment submitted |
|-----|---------------------------|-------------------------------|---|----------|-----------------|---|
|     |                           |                               |   |          |                 |   |

## ANNEX K (informative): Work Item proposal form

### Work Item details

|  |  |   |  |
|--|--|---|--|
| Which body is responsible?<br><TB/ISG Name>  |  | Sub Group: < Working/Task Group ><br>Project: _____   |  |
| WI reference number (if known):<br>_____<br>(number will be allocated by the Secretariat if not shown) |  | Will an STF be requested? [Yes / No]<br>STF number (if known): _____<br>Will a TTF be requested? [Yes / No]<br>TTF number (if known): _____<br>EC Standardisation Request number (if relevant): M- ____ |  |
| Formal title of deliverable: _____<br>_____<br>_____   |  |   |  |
| Working title: _____   |  | Scope of deliverable: _____<br>_____<br>_____   |  |
| Rapporteur (named individual person):<br>Name: _____<br>Organisation: _____<br>e-mail: _____           |  | Supporting ETSI members (at least 4)<br>1. _____ 4. _____<br>2. _____ 5. _____<br>3. _____ 6. _____   |  |

### Deliverable document details

|  |   |
|--|---|
| What type of document will be produced?<br>EN[ ] EG[ ] ES[ ] TS[ ] TR[ ] SR[ ] GS[ ] GR[ ]<br>For EN deliverables only:<br>Harmonised Standard (HS)? [Yes / No]<br>Directive: _____  | Is it a new document or a revision of an existing one?<br>[new / revision]<br>If a revision, state the deliverable (e.g. TS 102 987 v1.1.1) being revised:<br>_____ edition / version _____ |
| <b>Hierarchy:</b> 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: \_\_\_\_\_

### Specific aspects addressed

|  |  |
|--|--|
| Environmental aspects [Yes / No]   | User/Consumer aspects [Yes / No]   |
| Labour/Workplace aspects [Yes / No]  | Specific relevance to SMEs [Yes / No]  |
| Security/Privacy aspects [Yes / No]  | Comments:<br><br>Insert any relevant comments here.<br>Guidance about filling this section is available in both ETSI's Chair and Rapporteur's Guides |
| Keywords (at least 2 from those available at <a href="http://webapp.etsi.org/ContextHelp/WorkProgram_help.asp?type=CODES_KEYWORDS">http://webapp.etsi.org/ContextHelp/WorkProgram_help.asp?type=CODES_KEYWORDS</a> )<br>_____;<br>_____; |  |

## **ANNEX L (normative): Use of Change Request process**

### **L.1 Change Control (CC) mechanism**

This Annex gives requirements for a simple CC 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**

CRs shall be approved prior to implementation in the resulting draft deliverable.

The first raised and approved CR 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 CC: any change which may be identified for inclusion shall be accomplished by means of a CR except for comments received during Public Enquiry using the template in Annex J above.

Subsequent CRs to this draft deliverable are handled under this new Work Item until the resulting version is approved by the TB. A CR appearing after this point in time will generate another new Work Item.

A CR shall always relate to a specific version of a deliverable.

A CR 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 CR shall have a unique CR number (for that deliverable) allocated (see Clause L.5.1 below).

Where two (2) 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 below).

Following the approval of one (1) or more CR(s), the Rapporteur shall then issue a new draft version of the deliverable, containing the implemented CR(s) (see details in Clause L.5.5 below).

An individual CR 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 CR cover sheet shall provide the following information:

- target deliverable and version number;
- title;
- source (Full or Associate member);
- Work Item reference;
- category, according to the category codes defined in the table below.

The CR cover template is provided in Annex M below.

| Cat      | Meaning   | Remarks   |
|----------|---|---|
| <b>A</b> | 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.<br>"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.<br>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>B</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.  |
| <b>C</b> | 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.   |
| <b>D</b> | Editorial modification                                    | Editorial modifications shall have no impact on an implementation. An editorial modification CR to a frozen Release shall not be permitted.   |
| <b>E</b> | (not used)  |   |
| <b>F</b> | Correction  | Used:<br><ol style="list-style-type: none"> <li>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</li> <li>2) to correct an ambiguity in the deliverable which could lead to different implementations which cannot inter-operate; or</li> <li>3) to add a part of a functionality agreed for the Release found to be missing in the deliverable; or</li> <li>4) to remedy the incorrect implementation of a previously approved CR; or</li> <li>5) to correct a misalignment between the deliverables (stage 1, stage 2 and stage 3) for a feature or service.</li> </ol> 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 fog or heavy ~~rain~~ brain.

----[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. 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      |         | Verdict  | CR# | CAT | New Version | WI Reference | Title                           |
|-----------------|-------------|---------|----------|-----|-----|-------------|--------------|---------------------------------|
|                 | deliverable | version |          |     |     |             |              |                                 |
| 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 (1) or more CR(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 CRs 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.

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 the 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       |



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:   | <input type="checkbox"/> Release <input type="checkbox"/> |
| Use one of the following categories:<br>F (correction)<br>A (correction in an earlier release)<br>B (addition of feature)<br>C (functional modification of feature)<br>D (editorial modification) |   |
| Reason for change   |   |
| Summary of change   |   |
| Clauses affected  |   |
| Other deliverables affected   |   |
| Other comments  |   |

**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 <sup>(1)</sup>

Submitted **To\*:** Committee/Working Group to which this contribution is addressed

**Document for\*:**

|             |   |   |
|-------------|---|---|
| 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,   |

Only one "X"

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 (Chair, Vice-Chair, Secretary, Rapporteur, ...) this is the place to do it

**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 3 which was established in 2013. 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.

**b. Liaisons and information exchange**

Technical Bodies of each ESO may set up a liaison with a TB of one (1) 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 (3) 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 six (6) months' notice to the other Parties.

(made in three (3) copies, June 2018)

## **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 (3) 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 (5) senior representatives per ESO, one (1) to be the Chair 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 (3) years between CCMC and the ETSI Secretariat;
- other persons per meeting by invitation of the Chair.

### **Working methods:**

- JPG will reach common positions of the three (3) 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 (1) month before meetings, and decision documents two (2) 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 Working Group on Rules and Processes<sup>1</sup>.

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.

---

<sup>1</sup> 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.

## **P ANNEX 2: The 5 modes of co-operation**

### **Mode 1 - Informative relation**

One (1) Party is fully entrusted with a specific work area and keeps the other(s) informed of all progress.

### **Mode 2 - Contributive relation**

One (1) 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 (1) 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 (1) 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 Chair 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.



**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<br>(via a nominated observer) | YES                              | YES<br>(multiple observers) | YES                   |
| Right to intervene in debate   | NO     | NO                                | NO                               | YES<br>(multiple observers) | YES                   |
| Be subscribed to TB/WG/TG lists  | NO     | YES<br>(nominated observer)       | NO                               | YES<br>(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<br>(nominated observer)       | NO                               | YES<br>(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<br>(nominated observer)       | only for the sub-contracted part | YES<br>(multiple observers) | YES                   |
| Right to formally approve documents  | NO     | NO                                | NO                               | NO                          | joint decision making |
| Become TB/WG official (Chair/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 Chair.   |        |                                   |                                  |                             |                       |
| ** members of all co-operating ESOs will be entitled to participate.   |        |                                   |                                  |                             |                       |
| NOTE: The "observer" status as conferred by this agreement, is not intended to imply any formal statutory relationship.        |        |                                   |                                  |                             |                       |

**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.              |
| Version 3.1.0 | June 2018 - Identical text to agreement signed in 2013, with update of signature boxes to reflect current leadership at CEN, CENELEC and ETSI.       |

## ANNEX Q (informative): PAS Work Item proposal form

### PAS Work Item details

|  |  |  |
|--|--|--|
| Which Technical Body is responsible?<br><b>&lt;TB Name&gt;</b>   |  | Sub Group: <b>&lt; Working/Task Group&gt;</b><br>Project: _____  |
| PAS WI reference number (if known):<br>_____<br>(number will be allocated by the Secretariat if not shown) |  |  |
| Formal title of deliverable: _____<br>_____<br>_____   |  |  |
| Working title: _____ Scope of deliverable: _____<br>_____<br>_____   |  |  |
| Rapporteur (named individual person):<br><br>Name _____<br><br>Organisation _____<br><br>e-mail _____      |  | PAS Submitter (named individual person):<br><br>Name _____<br><br>Organisation _____<br><br>e-mail _____ |

### Deliverable document details

|   |  |
|---|--|
| What type of document will be produced?<br>TS[ _ ] TR[ _ ]  | Is it a new document or a revision of an existing one?<br>[new / revision]<br>If a revision, state the deliverable (e.g. TS 102 987 V1.1.1) being revised: _____ edition / version _____ |
| <b>Hierarchy:</b> 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).<br>_____ |  |

### Specific aspects addressed

|   |  |
|---|--|
| Environmental aspects [Yes / No]  | User/Consumer aspects [Yes / No]   |
| Labour/Workplace aspects [Yes / No]   | Specific relevance to SMEs [Yes / No]  |
| Security/privacy aspects [Yes / No]   | Comments:<br><i>Insert any relevant comments here.</i><br><i>Guidance about filling this section is available in both ETSI's Chair and Rapporteur's Guides</i> |
| Keywords (at least 2 from those available at <a href="http://webapp.etsi.org/ContextHelp/WorkProgram_help.asp?type=CODES_KEYWORDS">http://webapp.etsi.org/ContextHelp/WorkProgram_help.asp?type=CODES_KEYWORDS</a> )<br>_____<br>_____<br>_____ |  |

**ANNEX R (informative): Overview of the ETSI Partnership Engagements**

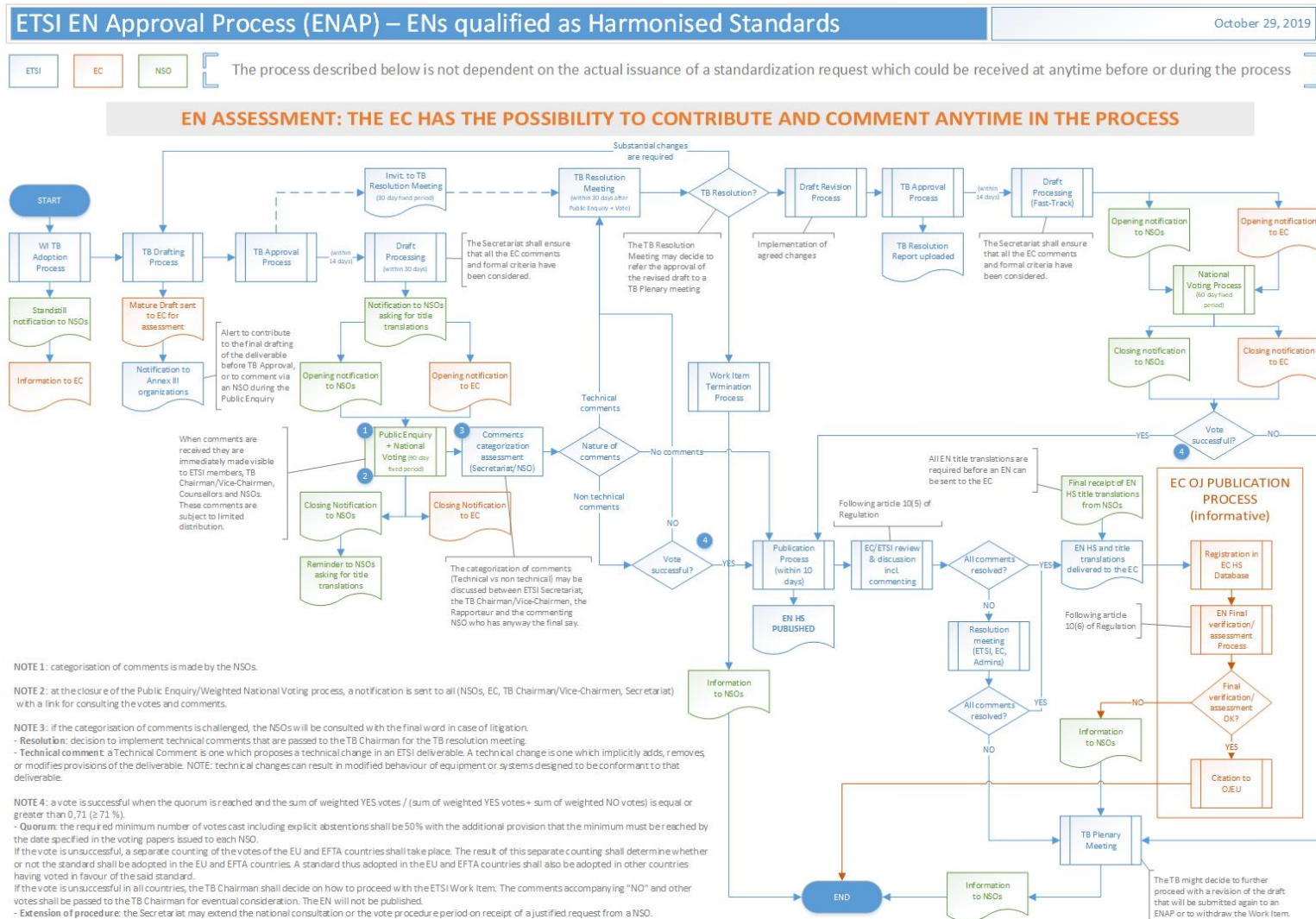
| Engagement  | Main Focus   | Objectives/deliverables   | Approval  |
|---|--|---|---|
| Type 1<br><b>Letter of Intent (LoI)</b>   | Initial contact, get to know each other  | Exchange operational information and identify common road-maps  | 1) D-G signs<br>2) Board and GA are informed  |
| Type 2<br><b>Memorandum of Understanding (MoU)</b><br><br>[Partner must be a legal entity]  | <ul style="list-style-type: none"> <li>- Political</li> <li>- Marketing</li> <li>- Technical</li> </ul> <p>(without the possibility of incorporating text and graphics in ETSI deliverables)</p>   | <b>As above, plus</b> <ul style="list-style-type: none"> <li>- Nomination of observers in ETSI's TBs/ISGs</li> <li>- Exchange of working documents and drafts on a royalty-free basis for information only</li> <li>- Access to Work Programmes in areas of mutual interest</li> <li>- Joint Promotion (i.e. workshops, literature)</li> <li>- Mapping of Areas of Mutual Interest</li> </ul>   | 1) OCG consulted<br>2) Board endorses<br>3) GA approves<br>4) D-G signs   |
|   | The MoU is the first step to initiate technical collaboration and can be promotion oriented.   |   |   |
| Type 3<br><b>Co-operation Agreement (CA)</b><br><br>[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] | <ul style="list-style-type: none"> <li>- Political</li> <li>- Marketing</li> <li>- Technical</li> </ul> <p>(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)</p> | <b>As above, plus</b> <ul style="list-style-type: none"> <li>- Submission of technical contributions through Supplements</li> </ul> <b>Supplements</b> <ul style="list-style-type: none"> <li>- <b>Materials Supplement</b> <ul style="list-style-type: none"> <li>o Incorporation of published text and graphics from the other party into a document.</li> </ul> </li> <li>- <b>Working Supplement</b> <ul style="list-style-type: none"> <li>o Joint production of documents.</li> </ul> </li> <li>- <b>PAS Supplement</b> <ul style="list-style-type: none"> <li>o Adoption of identified Partner's PASs into ETSI TR(s) or TS(s).</li> </ul> </li> </ul> | 1) OCG consulted<br>2) Board endorses<br>3) GA approves<br>4) D-G signs<br><br>1) Board approves<br>2) D-G signs<br>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.  |   |   |

**ANNEX S (informative): STF and TTF funding guidelines**

| STF Funding Guidelines |  | An STF may be funded by |                     |  |                     |                         |                 |
|------------------------|--|-------------------------|---------------------|--|---------------------|-------------------------|-----------------|
| Decision maker         | An STF may be requested by                   | ETSI budget             | ETSI STF FWP budget | In-kind or financial voluntary contribution from |                     | EC/EFTA                 |                 |
|                        |  |                         |                     | ETSI members                                     | Other organizations | Standardisation Request | Direct Contract |
| Board                  | <b>TC</b><br>(Technical Committee)           | ✗                       | ✓                   | ✓  | ✓                   | ✓                       | ✓               |
| Board                  | <b>EP</b><br>(ETSI Project)                  | ✗                       | ✓                   | ✓  | ✓                   | ✓                       | ✓               |
| GA                     | <b>EPP</b><br>(ETSI Partnership Project)     | ✓                       | ✗                   | ✓  | ✓                   | ✗                       | ✗               |
| Board                  | <b>SC</b><br>(Special Committee)             | ✗                       | ✓                   | ✓  | ✓                   | ✓                       | ✓               |
| Board                  | <b>ISG</b><br>(Industry Specification Group) | ✗                       | ✓                   | ✓  | ✓                   | ✗                       | ✓               |

| TTF Funding Guidelines |  | A TTF may be funded by |                                       |  |                     |                         |                 |
|------------------------|--|------------------------|---------------------------------------|--|---------------------|-------------------------|-----------------|
| Decision maker         | A TTF may be requested by                    | ETSI budget            | ETSI STF Funded Work Programme budget | In-kind or financial voluntary contribution from |                     | EC/EFTA                 |                 |
|                        |  |                        |                                       | ETSI members                                     | Other organizations | Standardisation Request | Direct Contract |
| GA                     | <b>TC</b><br>(Technical Committee)           | ✓                      | ✗                                     | ✓  | ✓                   | ✗                       | ✗               |
| GA                     | <b>EP</b><br>(ETSI Project)                  | ✓                      | ✗                                     | ✓  | ✓                   | ✗                       | ✗               |
| GA                     | <b>EPP</b><br>(ETSI Partnership Project)     | ✓                      | ✗                                     | ✓  | ✓                   | ✗                       | ✗               |
| GA                     | <b>SC</b><br>(Special Committee)             | ✓                      | ✗                                     | ✓  | ✓                   | ✗                       | ✗               |
| GA                     | <b>ISG</b><br>(Industry Specification Group) | ✓                      | ✗                                     | ✓  | ✓                   | ✗                       | ✗               |

# ANNEX T (informative): EN Approval Process (ENAP) flowchart



## ETSI Information Policy

### Version adopted by the Director-General (5 April 2019)

#### Introduction

The Information Policy is a simplified expression of the rules contained in various parts of the ETSI Directives.

It describes the access rights by category of ETSI members and non-ETSI members regarding identified ETSI information.

It applies to the ETSI website (<https://www.etsi.org>), the ETSI Portal (<https://portal.etsi.org>), the ETSI document repository (<https://docbox.etsi.org>) and all ETSI related sites, applications, services and tools regardless of how they may be accessed or used.

#### Definitions

For the purpose of the present Information Policy, the following definitions shall apply:

|                          |   |
|--------------------------|---|
| Full member              | any representative of an ETSI Full member organization holding the relevant ETSI-on-Line (EOL) account.   |
| Associate member         | any representative of an ETSI Associate member organization holding the relevant EOL account.   |
| Observer                 | any representative of an ETSI Observer organization holding the relevant EOL account.   |
| Counsellor               | any representative of the European Commission (EC) or European Free Trade Association (EFTA) holding the relevant EOL account.  |
| NSO                      | any representative of a non-ETSI member National Standards Organization holding the relevant EOL account.   |
| Partner                  | any representative of an organization with which ETSI has signed a Memorandum of Understanding (MoU) or a Co-operation Agreement (CA) and holding the relevant EOL account. |
| ISG Participant          | any representative of an ISG Participant (non-ETSI member organization having signed an ISG Participant Agreement) holding the relevant EOL account.                        |
| STF Expert               | any employee of an ETSI service provider hired to participate in an STF and holding the relevant EOL account.   |
| Secretariat              | any employee contracted to work in the ETSI Secretariat (either directly or via a temporary employment agency) holding the relevant EOL account.                            |
| 3GPP member              | any representative of a 3GPP member organization holding the relevant EOL account.  |
| oneM2M member            | any representative of an oneM2M member organization holding the relevant account.   |
| Other EOL account holder | any user holding an EOL account.  |
| Public                   | any person having no ETSI specific role.  |

#### Legend

- ✓ Access authorized
- ✗ Access denied unless explicitly and exceptionally authorized by the Director-General

- ℞ Payable access
- ① Access denied unless explicitly authorized by the Director-General, after Board consultation, on a case by case basis for groups/topics specified in the MoU or Co-operation Agreement
- ② Access denied unless signature of the relevant ISG Agreement
- ③ Access denied except documents made public from the relevant open area on Docbox.

| ETSI Information Policy                              | ETSI Full member                          | ETSI Associate member | ETSI Observer | ETSI Counsellor | NSO (non ETSI member) | Partner | ISG Participant | STF/TTF expert (non ETSI member) | ETSI Secretariat | 3GPP member (non ETSI member) | oneM2M member (non ETSI member) | Other EOL account holder | Public |
|--|---|-----------------------|---------------|-----------------|-----------------------|---------|-----------------|----------------------------------|------------------|-------------------------------|---------------------------------|--------------------------|--------|
| General Assembly documents                           | ✓   | ✓                     | ✓             | ✓               | ✓                     | ①       | ✗               | ✓                                | ✓                | ✗                             | ✗                               | ✗                        | ✗      |
| Board documents (incl. OCG)                          | ✓   | ✓                     | ✗             | ✓               | ✗                     | ①       | ✗               | ✓                                | ✓                | ✗                             | ✗                               | ✗                        | ✗      |
| Special Committee (SC) documents                     | Subject to the terms of the SC ToR        |                       |               |                 |                       |         |                 |                                  |                  |                               |                                 |                          |        |
| Technical Committee (TC) working documents           | ✓   | ✓                     | ③             | ✓               | ③                     | ①       | ③               | ✓                                | ✓                | ③                             | ③                               | ③                        | ③      |
| ETSI Project (EP) working documents                  | ✓   | ✓                     | ③             | ✓               | ③                     | ①       | ③               | ✓                                | ✓                | ③                             | ③                               | ③                        | ③      |
| ETSI Partnership Project (EPP) working documents     | Subject to the terms of the EPP Agreement |                       |               |                 |                       |         |                 |                                  |                  |                               |                                 |                          |        |
| > 3GPP working documents                             | ✓   | ✓                     | ✓             | ✓               | ✓                     | ✓       | ✓               | ✓                                | ✓                | ✓                             | ✓                               | ✓                        | ✓      |
| > oneM2M working documents                           | ✓   | ✓                     | ✓             | ✓               | ✓                     | ✓       | ✓               | ✓                                | ✓                | ✓                             | ✓                               | ✓                        | ✓      |
| Industry Specification Group (ISG) working documents | ✓   | ✓                     | ②             | ✓               | ②                     | ①       | ✓               | ②                                | ✓                | ②                             | ②                               | ②                        | ③      |
| Coordination Group (CG) working documents            | Subject to the terms of the CG ToR        |                       |               |                 |                       |         |                 |                                  |                  |                               |                                 |                          |        |
| ETSI published deliverables                          |   |                       |               |                 |                       |         |                 |                                  |                  |                               |                                 |                          |        |
| > .pdf format  | ✓   | ✓                     | ✓             | ✓               | ✓                     | ✓       | ✓               | ✓                                | ✓                | ✓                             | ✓                               | ✓                        | ✓      |
| > .doc format  | ✓   | ✓                     | ✗             | ✗               | ✓                     | ✗       | ✗               | ✓                                | ✓                | ✗                             | ✗                               | ✗                        | ✗      |
| ETSI Directives                                      |   |                       |               |                 |                       |         |                 |                                  |                  |                               |                                 |                          |        |
| > Current version (.pdf)                             | ✓   | ✓                     | ✓             | ✓               | ✓                     | ✓       | ✓               | ✓                                | ✓                | ✓                             | ✓                               | ✓                        | ✓      |
| > Current version (.doc)                             | ✓   | ✓                     | ✓             | ✗               | ✗                     | ✗       | ✗               | ✓                                | ✓                | ✗                             | ✗                               | ✗                        | ✗      |
| > Previous versions                                  | ✓   | ✓                     | ✗             | ✓               | ✗                     | ✗       | ✗               | ✓                                | ✓                | ✗                             | ✗                               | ✗                        | ✗      |
| ETSI published white papers                          | ✓   | ✓                     | ✓             | ✓               | ✓                     | ✓       | ✓               | ✓                                | ✓                | ✓                             | ✓                               | ✓                        | ✓      |
| ETSI communications and publicity materials          | ✓   | ✓                     | ✓             | ✓               | ✓                     | ✓       | ✓               | ✓                                | ✓                | ✓                             | ✓                               | ✓                        | ✓      |
| ETSI institutional presentations                     | ✓   | ✓                     | ✓             | ✓               | ✓                     | ✓       | ✓               | ✓                                | ✓                | ✓                             | ✓                               | ✓                        | ✓      |
| ETSI workshops/seminars and invitations              | ✓   | ✓                     | ✓             | ✓               | ✓                     | ✓       | ✓               | ✓                                | ✓                | ✓                             | ✓                               | ✓                        | ✓      |
| ETSI membership list                                 | ✓   | ✓                     | ✓             | ✓               | ✓                     | ✓       | ✓               | ✓                                | ✓                | ✓                             | ✓                               | ✓                        | ✓      |
| ETSI members voting weight                           | ✓   | ✓                     | ✓             | ✓               | ✗                     | ✗       | ✗               | ✓                                | ✓                | ✗                             | ✗                               | ✗                        | ✗      |
| ETSI members official contacts information           | ✓   | ✓                     | ✓             | ✓               | ✗                     | ✗       | ✗               | ✓                                | ✓                | ✗                             | ✗                               | ✗                        | ✗      |
| ETSI members representative contacts information     | ✓   | ✓                     | ✓             | ✓               | ✗                     | ✗       | ✓               | ✓                                | ✓                | ✗                             | ✗                               | ✗                        | ✗      |
| ETSI Work Programme information                      | ✓   | ✓                     | ✓             | ✓               | ✓                     | ✓       | ✓               | ✓                                | ✓                | ✓                             | ✓                               | ✓                        | ✓      |
| Security algorithms                                  | ℞   | ℞                     | ℞             | ℞               | ℞                     | ℞       | ℞               | ℞                                | ℞                | ℞                             | ℞                               | ℞                        | ℞      |
| Security codes                                       | ℞   | ℞                     | ℞             | ℞               | ℞                     | ℞       | ℞               | ℞                                | ℞                | ℞                             | ℞                               | ℞                        | ℞      |
| Security for ICT (DVD)                               | ℞   | ℞                     | ℞             | ℞               | ℞                     | ℞       | ℞               | ℞                                | ℞                | ℞                             | ℞                               | ℞                        | ℞      |
| Technical History of GSM Standards (DVD)             | ℞   | ℞                     | ℞             | ✗               | ✗                     | ✗       | ✗               | ✗                                | ✗                | ✗                             | ✗                               | ✗                        | ✗      |
| GSM/SMG Archive (DVD)                                | ℞   | ℞                     | ℞             | ✗               | ✗                     | ✗       | ✗               | ✗                                | ✗                | ✗                             | ✗                               | ✗                        | ✗      |
| SIMEG/SMG9 Archives (DVD)                            | ℞   | ℞                     | ℞             | ✗               | ✗                     | ✗       | ✗               | ✗                                | ✗                | ✗                             | ✗                               | ✗                        | ✗      |



## ETSI Drafting Rules (EDR)

### Version adopted by the Director-General (29 March 2021)

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# 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 (TWP) which are part of the ETSI Directives. (<https://portal.etsi.org/Resources/ETSIDirectives.aspx>). The ETSI Drafting Rules (EDR) are intended to ensure that ETSI deliverables are drafted in as uniform a manner as is practicable, irrespective of the technical content.

The examples used within the text are for illustrative purposes only.

ETSI is frequently maintaining guides on the use of templates and other tools such as ETSI deliverable skeletons and the guide "[Principles for drafting ETSI deliverables with the use of skeletons](#)".

---

## 1 ETSI deliverable

### 1.1 ETSI deliverable types

To draft an ETSI deliverable, one of the types defined in annex A.3 of the TWP **shall** be chosen.

For each ETSI deliverable type a pre-structured deliverable skeleton is available from the [editHelp!](#) website and **shall** be used as a basis for drafting.

### 1.2 Objective of an ETSI deliverable

The objective of ETSI deliverables is to define clear and unambiguous provisions in order to facilitate international and European trade and communication. To achieve this objective, an 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;
- be comprehensible to qualified persons who have not participated in its preparation; and
- respect the rules for the drafting of ETSI deliverables set by the present document.

It is particularly important to ensure clear and unambiguous deliverables, as those aim at being implemented or being translated to other languages, so misinterpretation would result in faulty implementation or translation.

### 1.3 Homogeneity

Uniformity of structure, of style and of terminology **shall** be maintained not only within each ETSI deliverable, but also across all ETSI deliverables. The structure of 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 deliverables but also to derive the maximum benefit available through automated text-processing techniques.

### 1.4 Consistency

To achieve the aim of consistency within ETSI deliverables, the text of every ETSI deliverable **shall** be in accordance with the rules specified in the present document. 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.

## 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 clause 1.6 of TWP. When creating new Work Items, it is useful to consider whether the end result will be one or more ETSI deliverables (e.g. multi-part deliverable).

In the case where multiple mutually related ETSI deliverables are planned, the structure of the deliverables and any interrelationships between them need to be well defined when Work Items are created as this facilitates work planning in both the Reference Body (RB) and in the Secretariat.

## 1.8 Subdivision of the subject matter

### 1.8.0 General rules on the subdivision of the subject matter

An individual ETSI deliverable **should** be prepared for each subject to be standardized. In specific cases and for practical reasons, an ETSI deliverable may be split into separate parts as a multipart deliverable. For example:

- an 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.

This has the advantage that each part can be changed independently 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 2.10.1.2);
- since the complete series of parts is normally under the control of the same RB the use of non-specific references (see clause 2.10.1.3) 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 RB responsible for the ETSI deliverable.

### 1.8.2 Parts and sub-parts

The number of a part **shall** be indicated by Arabic numerals, beginning with 1 (limited to two digits), following the ETSI deliverable number and preceded by a hyphen, see example 1.

EXAMPLE 1: ETSI ES 201 999-1, ETSI ES 201 999-2, ETSI EN 300 356-33, ETSI EN 300 356-34.

The number of a sub-part **shall** be indicated by Arabic numerals, beginning with 1-1 (limited to two digits), following the ETSI deliverable number and preceded by a hyphen, see example 2:

EXAMPLE 2: ETSI ES 201 999-1-1, ETSI ES 201 999-1-2, ETSI EN 300 356-33-10, ETSI EN 300 356-33-11.

Further details are given in annex B of the TWP, "Numbering of deliverables" contained in the [ETSI Directives](#).

## 1.9 Legal master of an ETSI deliverable

The prevailing version of an ETSI deliverable is the one made publicly available at <http://www.etsi.org/deliver> in PDF format.

## 1.10 Neutrality and impartiality

In order to respect the principles of neutrality and impartiality, ETSI deliverables **shall** neither promote nor endorse services, products and/or technologies of one company over another.

If it is known that only one product, service or technology is currently available and that the use of this product, service or technology is needed to fulfil the purpose of an ETSI deliverable, the rules set in clause 4 **shall** be respected.

---

## 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.

ETSI deliverables **shall** be drafted on the basis of the corresponding ETSI deliverable skeletons. For each ETSI deliverable type, ETSI deliverable skeletons impose the appropriate document structure.

**Table 1: Overview of the major subdivisions of an ETSI deliverable and their arrangement in the text**

|  | REQUIRED   | OPTIONAL   |
|--|--|--|
| <b>NORMATIVE ELEMENT</b>   | Title<br>Deliverable type and number<br>Version number<br>Date of publication<br>Logos (authorized ones)<br>Disclaimer (In GR, GS and PAS TS)<br>Normative reference (see notes 1 & 6)<br>Requirements (see note 1)  | Normative annexes (see note 1)   |
| <b>INFORMATIVE ELEMENT</b>   | Table of contents ( <i>generated content</i> )<br>Intellectual Property Rights (see note 5)<br>Foreword<br>Transposition table (see note 3)<br>Modal verbs terminology (see note 5)<br>Scope<br>Informative references (see note 6)<br>Terms (see note 6)<br>Abbreviations (see note 6)<br>Symbols (see note 6)<br>Change history (see note 2)<br>History (see note 5) | List of figures and/or tables ( <i>generated content</i> )<br>Executive summary<br>Introduction<br>Informative guidances<br>Informative annexes<br>Bibliography<br>Change history (see note 4) |
| NOTE 1: For normative deliverable types only.<br>NOTE 2: Required in EN Harmonised Standards only.<br>NOTE 3: European Standards (EN) only.<br>NOTE 4: Except for EN Harmonised Standards where it is required.<br>NOTE 5: Content provided by the Secretariat.<br>NOTE 6: The clause is required but the content is not required. |  |  |

## 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 RB. 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. Additional details **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:

- an introductory element (optional) indicating the general field to which the ETSI deliverable belongs; it should not be based on the name of the RB which drafted the ETSI deliverable, especially if this is too broad to add much value;
- a main element (obligatory) indicating the principal subject treated within that general field;
- 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 rules above also apply to multi-part deliverables. The complementary element **shall** be preceded in each ETSI deliverable part by the designation "Part #: ..." and "Sub-part #: ....".

The Secretariat is responsible for the final preparation of the cover page.

## 2.2 Second page

The content of the second page is provided by the Secretariat and **shall not** be modified. The following **shall** be filled in:

- Work Item number;
- pre-defined keywords of the ETSI deliverable.

## 2.3 Table of contents and list of figures and/or tables

### 2.3.1 Table of contents

The table of contents **shall** be generated automatically. It is a required element. The title **shall** be "Contents" and shall be unnumbered.

The Secretariat is responsible for the final layout of the table of contents.

### 2.3.2 List of figures and/or tables

A list of figures and/or a list of tables may be included in ETSI deliverables. If included, the respective titles **shall** be "List of figures" and/or "List of tables", **shall** be unnumbered, **shall** appear after the table of contents and **shall** be generated automatically.

The Secretariat is responsible for the final layout of the list of figures and/or tables.

## 2.4 Intellectual Property Rights (IPR)

The "Intellectual Property Rights (IPR)" clause is the first unnumbered clause. It is a required, informative element.

The entire text blocks **shall** be as given in the applicable ETSI deliverable skeleton available on the [editHelp!](#) website and **shall not** be modified in any way.

The Secretariat is responsible for the final layout of the IPR clause.

## 2.5 Foreword

### 2.5.0 General rules for the foreword

The "Foreword" clause 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 Secretariat, giving information on:

- the designation and name of the RB that prepared the ETSI deliverable; and
- information regarding the approval of the ETSI deliverable.

Optionally, a specific part of the "Foreword" clause may be provided by the RB 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:

- a) the first part **shall** include in its "Foreword" clause an explanation of the intended structure of the series. In the "Foreword" clause of each part belonging to the series a list of known parts with their titles **shall** be provided;
- 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 ETSI 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 text blocks to be used can be found in the [principles for drafting ETSI deliverables guide](#).

## 2.5.1 Transposition table

Each ETSI European Standard (EN) **shall** contain a transposition table as the last element in the "Foreword" clause. This element is provided by the Secretariat and its purpose is described in the TWP, clause 2.4 (see [ETSI Directives](#)).

## 2.6 Modal verbs terminology

The "Modal verbs terminology" clause specifies how the modal verbs **shall** be used within the ETSI deliverable (see also clause 3.2).

The "Modal verbs terminology" clause is a required informative element that appears after the "Foreword" clause. It **shall not** be numbered.

The content, provided by the Secretariat, **shall** be as given in the ETSI deliverable skeleton available from [editHelp!](#) website and **shall not** be modified.

## 2.7 Executive summary

The "Executive summary" clause may be used to summarize the ETSI deliverable. It should contain enough information for the readers to become acquainted with the full document without reading it. It is usually one page or shorter.

It is an optional informative element and **shall not** contain requirements.

If used, the "Executive summary" clause appears after the "Modal verbs terminology" clause and before the "Introduction" clause and **shall not** be numbered.

## 2.8 Introduction

The "Introduction" clause may be used to give specific information or commentary about the technical content of the ETSI deliverable, and about the reasons prompting its preparation.

It is an optional informative element and **shall not** contain requirements.

The "Introduction" clause may appear after the "Executive summary" clause (if present) and **shall not** be numbered.

## 2.9 Scope

The "Scope" clause **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" clause 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 ETSI deliverables that are subdivided into parts, the "Scope" clause of each part **shall** define the subject of that part of the deliverable only.

The "Scope" clause **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

- specifies: 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 on references

The "References" clause **shall** be clause number 2 of each ETSI deliverable. It is a required element and **shall not** contain requirements.

The "References" clause **shall** list all the documents cited anywhere in an ETSI deliverable including annexes. It **shall** consist of clause 2.1 "Normative references" and clause 2.2 "Informative references".

References should preferably be given to standards issued by ETSI and other recognized standardization bodies. Referencing of documents other than standards may be made.

The use and reproduction of third-parties text, signs and material legally protected is deprecated in ETSI deliverables. Consult clause 4.3 of the present document for further details.

The text block to be used for the "References" clause **shall** be as given in the appropriate ETSI deliverable skeleton available on the [editHelp!](#) website.

### 2.10.1 Normative references

#### 2.10.1.0 General rules on normative references

The "Normative References" clause **shall** be numbered 2.1 and **shall** contain exclusively a numbered list of all normative references of an ETSI deliverable. Documents may be normatively referenced provided that they are publicly available in the English language and contain technical requirements. This in particular means that informative documents **shall not** be normatively referenced as they do not contain any normative requirements.

The requirements from the referenced documents are effectively made integral part of the requirements set by an ETSI deliverable, even though they are actually in another document.

The requirements with a normative reference to an entire document **shall** be made only when all provisions contained in a referenced document are relevant. If only some provisions from the referenced document are relevant, the requirements with normative references **shall** precisely point to clauses, tables or figures containing relevant requirements.

EXAMPLE: "the test method shall be as specified in clause ## of Recommendation ITU-T M.50",  
Recommendation ITU-T M.50 is a normative reference.

For each entry in the normative references list all information necessary to identify the referenced document **shall** be provided. This may include:

- the issuing organization;
- the document number;
- the title.

The edition, version or date of publication may (and in some cases **shall**) be provided for some documents in the normative references list (for HSs see clause 8.4).

Examples are given in the ETSI deliverable skeletons available on the [editHelp!](#) website.

#### 2.10.1.1 Public availability of the normative references

A normative reference **shall** be publicly available in English language during the approval procedures (see clause 2.2 of TWP), 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 the copies available; the 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.

As long as all normative references in an ETSI deliverable are not publicly available, the ETSI deliverable **shall not** be published or submitted to an approval process (EN Approval Process (ENAP) or Membership Approval process (MAP), see annex A.5 of TWP).

Alternatively, the text of the reference **shall** be held and made available by the Secretariat.

For references to online available material, information sufficient to identify and locate the source **shall** be provided. Preferably, the primary source of the referenced material should be referenced, in order to facilitate traceability. Furthermore, the reference should, as far as possible, remain valid for the expected life of the ETSI deliverable.

#### 2.10.1.2 Specific normative references

A specific normative reference points to a particular revision or version of the normatively referenced document. Specific references are favoured because they lead to permanence and stability in ETSI deliverables.

ETSI Directives stipulate that ETSI ENs need to be reviewed at least every five years possibly leading to either new revisions or the withdrawal of the ETSI EN. As a consequence, any ETSI deliverable making specific references to such documents will need to be revised.

#### 2.10.1.3 Non-specific normative references

A non-specific normative reference points to a document without giving any information on its version or revision. Such a reference implies that all future revisions and versions of the referenced document may be used. 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 RB in charge of the ETSI deliverable.

If a normative reference is non-specific, the RB 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 RB 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 the requirements for public availability and Intellectual Property.

It may, therefore, be appropriate that an ETSI deliverable contains 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 RB as the referring one).

#### 2.10.1.4 Referring to normative references (specific or non-specific)

The following form **shall** be used consistently throughout the ETSI deliverable:

- " ... shall be as specified in ETSI ES 201 001 [n], clause 3, ... ".
- " ... ETSI ES 201 001 [n], clause 3 shall apply".
- " ... ETSI ES 201 001 [n], clause 3 shall be used".

#### 2.10.1.5 ETSI Intellectual Property Rights (IPR) policy for normative references

ETSI promotes a policy that any essential Intellectual Property Rights (IPR) 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 ETSI members or RB members to investigate or ensure the availability of any essential normatively referenced IPR, 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 **shall** be numbered 2.2 and **shall** provide a numbered list of all informative references in an ETSI deliverable. Informative references cite 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.

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. Current practice is that the Secretariat need not check the public availability of informative references. Preference to the English language prevails, however in exceptional justified circumstances, informative references in a foreign language might be allowed.

Layout and display of "Informative references" clause are given in the ETSI deliverable skeletons given on the [editHelp!](#) website.

#### 2.10.3 Reference to ETSI Partnership Projects' deliverables

In deliverables developed by an ETSI Partnership Project (EPP) and to be published by ETSI, all references to an EPP deliverable **shall** be replaced with the equivalent ETSI deliverable.

EXAMPLE:     A reference to 3GPP TS 23.040 will be changed to a reference to ETSI TS 123 040.

This was a necessary step taken by ETSI due to the provision clause implemented in all EPP drafts/documents relating to liability and non implementation.

## 2.11 Definition of terms, abbreviations and symbols

### 2.11.0 General information on definitions

The "Definitions of terms, abbreviations and symbols" clause **shall** be numbered 3 and **shall** consist of clauses 3.1 "Terms", 3.2 "Symbols" and 3.3 "Abbreviations". They are required informative elements and **shall not** contain requirements.

The text blocks to be used **shall** be as given in the appropriate ETSI deliverable skeleton available on the [editHelp!](#) website.

Other useful definitions may also be added in this clause such as "Conventions" and "Notation".

## 2.11.1 Terms

Clause 3.1 of an ETSI deliverable provides the definitions of all the terms necessary for understanding of their use within the ETSI deliverable.

The definitions of terms **shall** follow the rules hereafter:

- not take the form of, or contain, a requirement;
- be presented in alphabetical order;
- a definition of term 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 and examples **shall** be numbered.

## 2.11.2 Abbreviations

The "Abbreviations" clause gives a list of abbreviations that represent a shortened or contracted form of a word or phrase used within the ETSI deliverable. Acronyms are to be considered as a form of abbreviations.

The abbreviations list **shall** contain in alphabetical order the abbreviations and their corresponding full form.

A list of abbreviations may be necessary for the understanding of the ETSI deliverable.

Entries in the "Abbreviations" clause **shall not** be numbered.

## 2.11.3 Symbols

The "Symbols" clause gives a list of symbols 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.

Entries in the "Symbols" clause **shall not** be numbered.

## 2.12 Clauses

### 2.12.0 General information - Clauses

From clause 4 the technical content of the ETSI deliverable **shall** be inserted.

Each clause **shall** have a title. For numbered clauses the title **shall** be placed after its number.

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.

### 2.12.1 Clause numbering

#### 2.12.1.0 Clause numbering issues

The "Intellectual Property Rights (IPR)", "Foreword", "Modal verbs terminology", "Executive summary" and the "Introduction" clauses **shall** be unnumbered, other clauses **shall** be numbered.

The numbered clauses in each ETSI deliverable **shall** be numbered with Arabic numerals, beginning with 1 for the "Scope" clause.

Every attempt **shall** be made to use continuous numbering. However, if continuous numbering cannot be kept, 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. clauses, annexes, figures, tables, notes, lists):

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.

### 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:

|            |                    |             |                    |
|------------|--------------------|-------------|--------------------|
| <b>5</b>   | <b>Title</b>       | <b>5</b>    | <b>Title</b>       |
| <b>5.1</b> | <b>Title</b>       | Paragraph 1 |                    |
| Paragraphs |                    | Paragraph 2 |                    |
| <b>5.2</b> | <b>Title</b>       | ...         |                    |
| Paragraphs |                    | Paragraph n |                    |
| <b>5.3</b> | <b>Title</b>       | <b>6</b>    | <b>Test report</b> |
| Paragraphs |                    |             |                    |
| <b>6</b>   | <b>Test report</b> |             |                    |

Mixed numbered and unnumbered subdivisions **shall not** be used as they make precise paragraph referencing impossible.

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  |

## 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 ETSI deliverable types EG, GR, 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).

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 to the ETSI deliverable. Their presence is optional and their status (except for EGs, GRs, TRs and SRs) **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 to the ETSI deliverable. Their presence is optional and their status (except for EGs, GRs, 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):

- Bibliography (see clause 2.14);
- Change history/Change request (history) (see clause 2.15).

Each of these elements **shall** start on a new page.

## 2.14 Bibliography

The "Bibliography" annex **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" annex identifies additional reading material not mentioned anywhere in an ETSI deliverable including annexes. These publications might or might not be publicly available (no check is made by the Secretariat).

The "Bibliography" annex **shall** include a list of standards, books, articles, or other sources on a particular subject which are not cited anywhere in an ETSI deliverable including annexes.

The "Bibliography" annex **shall not** include documents listed in clauses 2.1 and 2.2.

## 2.15 Change history/Change request (history)

The "Change history/Change request (history)" annex **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)" annex, if present, describes the list of changes implemented in a new version of the ETSI deliverable. It **shall** be presented as a table.

An example of a change history table can be found in the appropriate ETSI deliverable skeleton given on the [editHelp!](#) website.

## 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" clause 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 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.

An example of a history table can be found in the appropriate ETSI deliverable skeleton available on the [editHelp!](#) website.



## 3 Requirements and expression of provisions

### 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.

### 3.2 Verbal forms for the expression of provisions

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.

This clause is clearly stating the verbal form that **shall** be used to express a particular kind of provision, i.e. a requirement, a recommendation or a permission.

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 may 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. For example, the requirements to be followed may relate to values, actions, features to be supported and/or used or presence/absence or optional elements.

Table 2: Requirement

| Verbal form  | Equivalent expressions for use in exceptional cases<br>(see note)   |
|--|---|
| <b>shall</b>   | is to<br>is required to<br>it is required that<br>has to<br>only ... is permitted<br>it is necessary                          |
| <b>shall not</b>   | is not allowed [permitted] [acceptable] [permissible]<br>is required to be not<br>is required that ... be not<br>is not to be |
| <ul style="list-style-type: none"><li>Do not use "must", except when used in direct citation.</li><li>Do not use "may not" or "has not" instead of "shall not" to express a prohibition.</li></ul> 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 use of verbal form 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. For example, the recommendations may relate to values, actions, features to be supported and/or used or presence/absence or optional elements.

**Table 3: Recommendation**

| Verbal form   | Equivalent expressions for use in exceptional cases (see note) |
|---|--|
| <b>should</b>   | it is recommended that<br>ought to                             |
| <b>should not</b>   | it is not recommended that<br>ought not to                     |
| NOTE: "exceptional cases" means where the use of verbal form would change the meaning of the sentence or make it difficult to understand. |  |

The verbal forms shown in table 4 **shall** be used to indicate what is permitted by the ETSI deliverable, which can be values, actions, support and /or use of features or presence/absence of optional elements.

**Table 4: Permission**

| Verbal form   | Equivalent expressions for use in exceptional cases (see note) |
|---|--|
| <b>may</b>  | is permitted<br>is allowed<br>is permissible                   |
| <b>need not</b>   | it is not required that<br>no ... is required                  |
| <ul style="list-style-type: none"> <li>Do not use "possible" or "impossible" to express permission.</li> <li>Do not use "can" instead of "may" to express permission.</li> </ul> <p>"May" signifies permission expressed by the standard, whereas "can" signifies a possibility that something happens.</p> |  |
| NOTE: "exceptional cases" means where the use of verbal form would change the meaning of the sentence or make it difficult to understand.   |  |

The verbal forms shown in table 5 **shall** be 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)      |
|--|---|
| <b>can</b>   | be able to<br>there is a possibility of<br>it is possible to        |
| <b>cannot</b>  | be unable to<br>there is no possibility of<br>it is not possible to |
| <ul style="list-style-type: none"> <li>Do not use "may" instead of "can" to express possibility or capability.</li> <li>"Can" refers to a possibility that something happens.</li> </ul> |   |
| NOTE: "exceptional cases" means where the use of verbal form 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 ETSI deliverable in which they appear. For example, in an ETSI 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 |
|---|------------------------|
| <b>will</b>   | -                      |
| <b>will not</b>   | -                      |
| <ul style="list-style-type: none"> <li>Distinguish from "shall"/"shall not". Use to express behaviour of equipment or systems outside the scope of the ETSI 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 ETSI deliverable.</li> </ul> |                        |

EXAMPLE: Extract from ETSI 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 TIMEOUT-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  |   |
| <ul style="list-style-type: none"><li>Distinguish from "shall"/"shall not". Do not use present indicative of verbs for expressing requirements.</li></ul> |   |

## 4 Use and reproduction of text, signs and material legally protected

### 4.1 General provisions

The provisions of the ETSI IPR Policy and the ETSI Guide on IPR **shall** be respected.

The use and reproduction of third parties text, signs and material legally protected should be avoided in ETSI deliverables.

If, in exceptional circumstances, the use and reproduction of third parties rights cannot be avoided, the IPRs owner's authorization to use and reproduce their rights in ETSI deliverables **shall** be obtained.

Reference to the source and the owner **shall** always be provided in ETSI deliverables.

### 4.2 Trade names and trademarks

The use of trade names and/or trademarks that are asserted and/or registered by their owners for designating particular products or services should be avoided in ETSI deliverables. Instead a corresponding standard should be used or a correct designation or a generic description should be given.

If, in exceptional circumstances, the use of trademarks/trade names cannot be avoided, the recommendations given on [editHelp!](#) website in the "[Use and reproduction of text, signs and material legally protected](#)" section should be followed.

### 4.3 Copyrights

#### 4.3.1 General rules on copyrights

By nature, copyrights may apply to different kind of elements/works regardless of their merits, e.g. a text, a figure, a photograph, a software source code, etc.

If, in exceptional circumstances, the use of a copyrighted work cannot be avoided, their nature **shall** be indicated by the symbol ©.

#### 4.3.2 Reproduction of third party material

Providing a reference to third party material legally protected (text, figure, table, etc.) is preferred rather than reproducing the original source material. Taking into consideration that a copyright authorization may be withdrawn at any moment from the copyright holder, the reproduction of third party materials should be avoided.

If the reproduction of third parties' intellectual property rights in an ETSI deliverable cannot be avoided, the Secretariat should be informed at the earliest possible stage of drafting, so that the IPRs owner's authorization shall

be obtained. Reference to the source and the owner shall always be provided in the ETSI deliverable. Full details are available under "[Use and reproduction of text, signs and material legally protected](#)" section on the [editHelp!](#) website.

### 4.3.3 Reproduction of third parties software elements

Many software elements such as the source code, the object code and the graphic interfaces may be protected by copyright.

The reproduction of software elements in ETSI deliverables **shall** be avoided and in case it cannot be avoided, **shall** require to get the software owner's authorization.

In case of open source elements, the risks of contamination of ETSI deliverables **shall** be assessed before introducing such elements into ETSI deliverables.

### 4.3.4 Photographs

If a 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** be obtained from the author of the photograph. If the authorization cannot be obtained the face of that person **shall** be blurred.

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## 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 **shall** be numbered.

#### 5.1.2 Figure format

Figures **shall** be prepared in accordance to clause 7.2.

#### 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 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 may only be used (e.g. figure 1 may be subdivided as 1 a), 1 b), 1 c), etc.). See also clause 2.12.1.

In an ETSI deliverable lower case figure numbering should consistently be used. If done consistently throughout an ETSI deliverable, upper case numbering may also be used.

For automatic figure numbering see clause 6.9.2.

For the generation of a list of figures see clause 2.3.2.

#### 5.1.4 Layout of figure title

The figure title may be provided after the figure number. The figure number and optional title **shall** be below the figure.

Information on styles that **shall** be used is given in the ETSI deliverable skeletons with guidance available on the [editHelp!](#) website.

### 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 to a figure **shall** be preceded by "NOTE:". When there are several notes to 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.

Notes to a figure **shall not** be embedded in a figure itself.

### 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".

Figure references in the text **shall** use the same lower or upper case numbering as the figures.

## 5.2 Tables

### 5.2.1 Table usage

Tables should be used wherever appropriate to present information in an easily comprehensible form. Each table should be referred to explicitly within the text and **shall** be numbered. If the table continues over more than one page, the column headings **shall** be repeated on all pages after the first.

The first word in the heading of each column **shall** begin with a capital letter. The units used in a given column **shall** be indicated within the column heading.

For automatic table numbering see clause 6.9.2.

Styles for table cells and headers defined in ETSI styles toolbar available on the [editHelp!](#) website **shall** be used.

Tables should be used wherever appropriate to present information in an easily comprehensible form.

### 5.2.2 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.

## 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" clause (see clause 2.11.3). 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;  
 $\tau$  is the time error sampling interval;  
 $n$  is the number of sampling intervals, with  $n = 1, 2, \dots$ , integer part ( $N/3$ ).

### 5.3.2 Layout of equations

Tools that **shall** be used for editing equations are given on the [editHelp!](#) website.

### 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-referencing, Arabic numbers in parentheses **shall** be used, beginning with 1.

EXAMPLE 1:

$$x^2 + y^2 < z^2 \quad (1)$$

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 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.

For automatic equation numbering see clause 6.9.2.

## 5.4 Lists

Information on how lists **shall** be managed in ETSI deliverables and examples are available on the [editHelp!](#) website.

## 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 ETSI deliverable. Notes and examples **shall not** contain requirements.

A single note in a clause **shall** be preceded by "NOTE:" in upper case, 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, figure or table), they **shall** be designated "NOTE 1:", "NOTE 2:", "NOTE 3:", etc. (see also clause 2.12.1).

A single example in a clause **shall** be preceded by "EXAMPLE:" in upper case, 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, figure or table), 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".

Examples are given in the ETSI deliverable skeletons "with guidance text" available on the [editHelp!](#) website.

## 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.

# 6 Editorial layout and formatting

## 6.1 ETSI styles

In order to achieve greater homogeneity between ETSI deliverables, ETSI is defining a set of styles that **shall** be used in all ETSI deliverables. The ETSI styles toolbar and other tools such as ETSI deliverable skeletons include editorial aspects such as styles, fonts, table and figure formatting as well as many others and **shall** be used when determining which style to use for various elements of the ETSI deliverable.

The styles or formats pre-set in the ETSI deliverable skeletons or ETSI styles toolbar, **shall not** be altered or deleted. New styles **shall not** be added to ETSI deliverable skeletons.

## 6.2 Capital letters

Unnecessary use of capital letters **shall** be avoided.

EXAMPLE: "user" is preferred to "User".

## 6.3 Different items concerning text

Table 8 provides instructions for text formatting in ETSI deliverables.

Table 8: Text formatting instructions

|                                 |  |
|---------------------------------|--|
| <b>Bold text</b>                | Use bold to emphasize text   |
| <b>Italic text</b>              | Use <i>italic</i> for citations, linguistic expressions or when a word/text/expression is extracted from a specific context.   |
| <b>Non-breaking spaces</b>      | 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. |
| <b>Quotation marks</b>          | Use only straight quotation marks ("...").   |
| <b>Underlined text</b>          | Do not use underlined text in order to avoid confusion with web links and revision marks.  |
| <b>Spaces after punctuation</b> | 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.  |
| <b>Tabulation</b>               | 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. The examples are given on the [editHelp!](#) website.

In order to avoid misunderstanding, tolerances on percentages **shall** be expressed in a mathematically correct form.

For "scientific units" (e.g. "s" for second(s)), refer to the "Use of English guide" given on the [editHelp!](#) website.

## 6.5 Quantities, units, symbols and signs

The units in which any values are expressed **shall** be indicated.

## 6.6 Representation of numbers and numerical values

The decimal sign **shall** be a comma. The thousand separator **shall** be a space.

If a value less than 1 is written in decimal form, the decimal sign **shall** be preceded by a zero.

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.

For clarity, the symbol  $\times$  or a lower case x (rather than a point or any other symbol) **shall** be used to indicate multiplication of numbers and numerical values.

The exception are vector values because it makes a difference whether multiplying with a "O" (scalar value) or with a "x" (vector value).

To express numbers of items (as opposed to numerical values of physical quantities), the numerals one to nine **shall** be spelled out in full.

A number and its unit, including the percentage sign (%) **shall** be separated with a non-breaking space, even if the unit is not abbreviated.

A number preceded by a unary operator (sign) **shall not** be separated by an intervening space, except for  $\leq$ ,  $\geq$ ,  $>$ ,  $<$ .

A non-breaking space **shall** be inserted both before and after binary operators (+, -,  $\times$ , etc.).

The examples on representation of numbers and numerical values are given on the [editHelp!](#) website.

## 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:

- "ETSI EN 300 256-2 is ...".

For various specific parts:

- "ETSI EN 300 256-7 to ETSI EN 300 256-9 are....".
- "ETSI EN 300 256-5 and ETSI EN 300 256-8 are ...".

For all parts:

- "All parts of ETSI 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 letter should be used. The use of lower and upper case letters **shall** be consistent throughout an ETSI deliverable including annexes.

References **shall not** be made to page numbers.

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 |                      |

The terms "paragraph" and "subclause" may be used in exceptional cases (e.g. where the EDR, 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) **shall not** be used.

## 6.9 Numbering

### 6.9.1 Page numbering, page headers and footers

The ETSI deliverable skeleton supplies fields for automatic page numbering and the identification of the ETSI deliverable in the page header. These fields **shall not** be changed.

### 6.9.2 Sequence numbering and bookmarking

Sequence numbering should be used for automatic numbering of **sets of items** within an ETSI deliverable, especially if the document is long and/or contains numerous references, tables, figures, equations, etc.

Sequence numbers may also be bookmarked, in order to facilitate cross-referencing throughout the text: it avoids renumbering cross-references and guarantees their accuracy.

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. { <b>seq fig</b> \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 be 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 is read:

... see table { seq tab tab\_Seq\_Num } ...

## 7 Use of specialised technical languages

### 7.1 Common aspects of using technical languages

Different technical languages may be used in ETSI deliverables. The none-exhaustive list of example languages is:

- Program code in any programming language
- Abstract Syntax Notation One (ASN.1)
- Unified Modelling Language (UML)
- Extended Markup Language (XML)
- Testing and Test Control Notation version 3 (TTCN-3)
- Tree and Tabular Combined Notation (TTCN-2)
- Specification and Description Language (SDL)
- Message Sequence Chart (MSC)
- YANG
- YAML
- JSON

Most technical languages have a textual syntax. Small examples of such code may be embedded in the text of the ETSI deliverables. Complete or large pieces of code in one of the above languages **shall** be included in an electronic attachment, in which case the ETSI deliverable **shall** contain an annex that **shall** mention the name of the electronic attachment. Such an annex may be normative or informative.

The electronic attachment can be a file or set of files, attached to the deliverable in a zip archive or on a sharing online platform which is under ETSI's control (e.g. the ETSI FORGE).

Some of the above languages also have a graphical syntax. Examples of diagrams may be included in the ETSI deliverable. Complete specifications including graphics may be included in an electronic attachment, in which case the ETSI deliverable **shall** contain an annex that **shall** mention the electronic attachment. Such an annex may be normative or informative.

The Secretariat should be able to edit such graphics and therefore the appropriate sources should be made available before publication.

The text to be used when files are attached to an ETSI deliverable can be found in the appropriate ETSI deliverable skeleton given on the [editHelp!](#) website as well as practical information on ETSI FORGE.

## 7.2 SDL and MSC diagrams

For small examples SDL and MSC diagrams may be embedded in ETSI deliverables as pictures.

Complete models may be included in electronic attachments in their native SDL/MSC tool format.

## 7.3 Program code, ASN.1 modules, XML code

As program code, ASN.1 and XML are text based, see clause 7.1 on the way to include them in ETSI deliverables.

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 Secretariat at the appropriate location in the <http://uri.etsi.org> space.

## 7.4 Testing and Test Control Notation (formerly Tree and Tabular Combined Notation (TTCN))

Provide TTCN as separate file(s):

- for TTCN-2 attach the TTCN.MP.
- for TTCN-3 attach the TTCN-3 files and other related modules, as well as the HTML documentation of the TTCN-3 files.

The text block to be used in case of ATSS using TTCN-3 can be found in the appropriate ETSI deliverable skeleton given on the [editHelp!](#) website.

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# 8 Harmonised Standards

## 8.1 General directions

The appropriate ETSI deliverable skeleton to assist the structuring and drafting of a HS is given on the [editHelp!](#) website.

The elements necessary for the drafting of a HS are briefly summarized below:

- a) the HS **shall** be an EN produced in accordance with the EDR;
- b) the EN **shall** be identified as a HS, 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" clause;
- c) the HS **shall** have appropriate transposition periods specified. A HS confers presumption of conformity when it has been published in the OJEU. The OJEU 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 HS **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 HS, or may be normatively referenced in the text;
- f) the HS **shall** contain an informative annex identifying the technical specifications with the essential requirements of the relevant Directive (see clause 8.5) as well as a change history;
- g) the HS shall not contain requirements on measurement uncertainty. Information on measurement uncertainty may be included.

NOTE 1: ETSI EG 203 336 gives guidance for the production of HSs covering article 3.1(b) and article 3.2 of Directive 2014/53/EU. This guide is given on the [editHelp!](#) website.

## 8.2 Foreword of a Harmonised Standard

For the content of the foreword, see clause 2.5. The text block to be used in the foreword of a HS **shall** be as given in the ETSI HS skeleton given on the [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 OJEU in connection with both the EMC Directive (2014/30/EU) and the RED (2014/53/EU). Such HS may 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 RED (2014/53/EU).

If it is desired to give the user of the ETSI 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" clause):

Requirements for EMC are outside the scope of the present document. Lists of relevant standards cited under the EMC Directive and the RED Directive can be found at:

- [https://ec.europa.eu/growth/single-market/european-standards/harmonised-standards/electromagnetic-compatibility\\_en](https://ec.europa.eu/growth/single-market/european-standards/harmonised-standards/electromagnetic-compatibility_en); and
- [https://ec.europa.eu/growth/single-market/european-standards/harmonised-standards/red\\_en](https://ec.europa.eu/growth/single-market/european-standards/harmonised-standards/red_en).

## 8.4 Normative references in a Harmonised Standard

Normative references in HS **shall** be specific (identified by date of publication and/or edition number or version number). See clauses 2.10, 2.10.1.1 and 2.10.1.2. In exceptional justified circumstances, non-dated references might be allowed. Consult the skeleton for HS given on the [editHelp!](#) website for further details.

## 8.5 Annex of a Harmonised Standard

The HS **shall** include a table identifying the relationship between the normative clauses of the standard and the essential requirements of Directive YYYY/DD/LL in an annex (see also clauses 2.13 and 2.13.1).

The text block and the table to be used in the annex of the HS **shall** be as given in the ETSI HS skeleton available on the [editHelp!](#) website.

## 8.6 The EN title in the official languages

Prior to publication in the OJEU, the title of a HS **shall** be available in all of the official languages.

The translated titles of HS are provided to ETSI by the relevant National Standards Organisation (NSO) prior to submission to the European Commission for citation in the OJEU.

## 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 RB may decide to prepare an ETSI deliverable defining only the differences, if any, between that document (commonly called "endorsed document") and the ETSI deliverable.

Such an ETSI deliverable, commonly called "endorsement", **shall** be drafted in accordance with the EDR, 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 cases the endorsed text **shall** 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" clause is a required normative element.

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.

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)]**

## 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 **shall** be dated (see example).

EXAMPLE:

Endorsement of ITU-T Recommendation G.957 (1993): "Optical interfaces for equipment and systems relating to the synchronous digital hierarchy", gives the following ETSI deliverable title:

**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 **shall** be used.

## 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 the 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 EDR, 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.

### 9.5.3 Inclusion with change

The ETSI deliverable (an endorsement with modification) **shall** be drafted in accordance with the EDR, 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).

## Glossary

**bibliography:** list of standards, books, articles, or other sources on a particular subject which are not cited anywhere in an ETSI deliverable including annexes

**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:** reference that is not necessary for the implementation of the ETSI deliverable and that only assist the user in understanding it

**informative reference clause:** clause listing all informative references in the ETSI deliverable

**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 to an ETSI deliverable

**normative reference:** reference cited in a requirement of an ETSI deliverable and therefore necessary for the implementation of the ETSI deliverable

**normative reference clause:** clause listing all normative references in an ETSI deliverable

**provision:** expression in the content of an ETSI deliverable that takes the form of a statement, an instruction, a recommendation or a requirement

NOTE: Provisions 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:** document which is available either free of charge or under reasonable and non-discriminatory terms to the public

NOTE 1: Even prior to publication ETSI deliverables are made publicly available during the various stages of the relevant approval procedures. The specific status of a publicly available ETSI deliverable is indicated in its History clause.

NOTE 2: This may also be true for other standardization bodies whose documents are referenced in ETSI deliverables and this is taken into account during the preparation of ETSI deliverables.

EXAMPLE 1: An EN submitted to a Public Enquiry in the frame of the EN Approval Process is made publicly available.

EXAMPLE 2: If it is necessary to become a member of an organisation to obtain a document, the referenced document is not considered as publicly available.

**published:** ETSI deliverable made available at <http://www.etsi.org/deliver> following successful completion of all relevant approval procedures

NOTE: The last line in the History box of a published ETSI deliverable 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 "3" specifies the verbal forms for the expression of recommendations.

**reference:** document, URI or URL cited anywhere in an ETSI deliverable including annexes

**Reference Body:** Technical Committee (TC), an ETSI Project (EP), an ETSI Partnership Project (EPP), a Special Committee (SC) or an Industry Specification Group (ISG)

**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 "2" specifies the verbal forms for the expression of requirements.

**ETSI deliverable skeleton:** pre-structured document that serves as a starting point for drafting an ETSI deliverable.

**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

NOTE 1: This definition of standard is taken from ISO/IEC Guide 2: 2018

NOTE 2: This definition is different from the definition of STANDARD (always in capital letters) used throughout other parts of ETSI Directives.

**statement:** expression, in the content of a deliverable that conveys information

NOTE: This definition is taken from ISO/IEC Guide 2: 2018.



## Acronyms

|        |   |
|--------|---|
| ASN.1  | Abstract Syntax Notation no. 1                          |
| EDR    | ETSI Drafting Rules                                     |
| EG     | ETSI Guide  |
| EMC    | ElectroMagnetic Compatibility                           |
| EN     | European Standard                                       |
| ENAP   | EN Approval Process                                     |
| EP     | ETSI Project  |
| EPP    | ETSI Partnership Project                                |
| ES     | ETSI Standard   |
| GR     | ETSI Group Report                                       |
| GS     | ETSI Group Specification                                |
| HS     | Harmonised Standard                                     |
| IPR    | Intellectual Property Rights                            |
| ISG    | ETSI Industry Specification Group                       |
| MAP    | Membership Approval Process                             |
| MSC    | Message Sequence Charts                                 |
| NSO    | National Standards Organisation                         |
| OJEU   | Official Journal of the European Union                  |
| PAS    | Publicly Available Specification                        |
| PDF    | Portable Document Format                                |
| RB     | Reference Body  |
| R&TTE  | Radio equipment & Telecommunications Terminal Equipment |
| RED    | Radio Equipment Directive                               |
| SC     | ETSI Special Committee                                  |
| SDL    | Specification and Description Language                  |
| SR     | ETSI Special Report                                     |
| TC     | ETSI Technical Committee                                |
| TR     | ETSI Technical Report                                   |
| TS     | ETSI Technical Specification                            |
| TTCN-2 | Tree and Tabular Combined Notation version 2            |
| TTCN-3 | Testing and Test Control Notation version 3             |
| TTCN   | any version of TTCN                                     |
| TWP    | ETSI Technical Working Procedures                       |
| UML    | Unified Modelling Language                              |
| URI    | Uniform Resource Identifier                             |
| URL    | Uniform Resource Locator                                |
| WNV    | Weighted National Vote                                  |
| XML    | Extended Markup Language                                |

## 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)   |
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|                  | January 2013   | Publication in the ETSI Directives (V30, January 2013)  |
|                  | April 2013     | Publication in the ETSI Directives (V31, April 2013)  |
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|                  | May 2014       | Publication in the ETSI Directives (V33, May 2014)  |
|                  | December 2014  | Publication in the ETSI Directives (V34, December 2014)   |
|                  | June 2015      | Publication in the ETSI Directives (V35, December 2015)   |
|                  |                | Publication without modification in the ETSI Directives (V36, June 2016)  |
|                  |                | Publication without modification in the ETSI Directives (V37, April 2017)   |
|                  |                | Publication without modification in the ETSI Directives (V38, February 2018)  |
|                  | September 2018 | <p>Publication in the ETSI Directives (V39, September 2018)</p> <p><b>What are the ETSI Drafting Rules clause, clauses 1.1, 4, 5.6, 5.7, 7 and 7.5</b> updated to remove partially or entirely information already available from editHelp! Website, ETSI deliverable skeletons or ETSI Directives.</p> <p><b>Clauses 1.2, 1.4a, 2.10, 2.11, 3.2, 4, 6, 7, 8.5 and Glossary</b> updated to reflect current practice.</p> <p><b>Clauses 1.4, 2.10.1.2, 3.3, 5.8 and 7.3</b> updated to remove irrelevant text.</p> <p><b>Clause 7.3</b> deleted.</p> |

| Document history |            |   |
|------------------|------------|---|
|                  |            | Publication without modification in the ETSI Directives (V40, April 2019)   |
|                  | March 2021 | <p>Publication in the ETSI Directives (V43, May 2021)</p> <p>The header "What are the ETSI Drafting Rules", <b>clause 1.4</b> "Consistency" and <b>clause 2.0</b> "Arrangement of elements in an ETSI deliverable" have been updated to improve the content and to match current practices.</p> <p><b>Clause 2.10.0</b> "General information on references", <b>clause 2.10.1.0</b>, "General rules on normative references" and <b>clause 2.10.2</b> "Informative references" have been updated to match current practices.</p> <p><b>Clause 4.2</b> "Trade names and trademarks" and <b>clause 4.3.2</b> "reproduction of third party material" have been updated to improve content.</p> <p><b>Clause 5.2.1</b> "Table usage" has been updated to remove inappropriate text.</p> <p><b>Clause 7.1</b> "Common aspects of using technical languages" has been updated to reflect current practice.</p> <p><b>Clause 8.1</b> "General directions" and <b>clause 8.4</b> "Normative references in a Harmonised Standard" have been updated to reflect current practice.</p> |

## History of the ETSI Directives

### 1988 - 1997 (original ETSI Structure comprising GA/TA/TCC)

| Version/Date               | Changes  |
|----------------------------|--|
| Version 1<br>March 1988    | 1 <sup>st</sup> edition of the "Directives" comprising the: ETSI Statutes and the ETSI Rules of Procedure.   |
| Version 2<br>November 1990 | 2 <sup>nd</sup> edition of the "Directives" comprising the revised ETSI Statutes and the ETSI Rules of Procedures.<br>ETSI Statutes:<br>Article 6.1 (1 <sup>st</sup> 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 3<br>March 1991    | ETSI Rules of Procedures:<br>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 4<br>April 1992    | ETSI Rules of Procedures:<br>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 5<br>March 1993    | New: ETSI IPR Policy and Undertaking   |
| Version 6<br>March 1994    | ETSI Rules of Procedures:<br>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 2 <sup>nd</sup> 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/Date               | Changes   |
|----------------------------|---|
| Version 7<br>November 1994 | ETSI Rules of Procedures:<br>Annex 3, Weighted National Votes: Croatia (2) added and Russia (tba) added.<br>New Annex 6: ETSI Interim IPR Policy.   |
| Version 8<br>March 1995    | ETSI Rules of Procedures:<br>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 9<br>April 1996    | ETSI Statutes:<br>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".<br>ETSI Rules of Procedures:<br>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.<br>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.<br>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 10<br>July 1996    | ETSI Board's Powers and Functions adopted by GA#26 in July 1996 and included in this version.   |
| Version 11<br>August 1996  | ETSI Board's Working Procedures adopted by Board#01 in August 1996 and included in this version.  |
| Version 12<br>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)**

| Version/Date                | Changes   |
|-----------------------------|---|
| Version 1<br>June 1997      | 1 <sup>st</sup> edition of the "Directives" comprising the: <b>ETSI Statutes, ETSI Rules of Procedure (RoP), Board Working Procedures, Powers &amp; Functions delegated to the Board, ToRs of the Operational Co-ordination Group (OCG), Technical Working Procedures (TWP).</b>  |
| Version 2<br>December 1997  | <b>RoP Article 10</b> (Finance), <b>Annex 3</b> (Weighted National Votes - Lithuania, Bosnia & Herzegovina) & <b>Annex 6</b> (Intellectual Property Rights). Collective Letter 1849.  |
| Version 3<br>April 1998     | <b>RoP Articles 1.2.3, 11.1.2, 11.2.2, 11.3, 12.3, 14, Annex 2, Annex 4</b> (Associate member voting rights).<br><b>TWP Articles 1.5.2, 1.7.1, C.1</b> (Associate member voting rights). Collective Letter 1872.  |
| Version 4<br>December 1998  | <b>RoP Article 10</b> (late payment penalty fee of 3 %), <b>Annex 3</b> (Weighted National Votes - Estonia).<br><b>Powers and Functions delegated to the Board Articles 13, 19</b> (removal of references to NBDG).<br><b>TWP Articles 1.6.6, 1.7.1, A.1</b> (editorial changes), <b>Article 2.2.2.2</b> (OAP for maintenance of Harmonised Standards), <b>Annexes 3, 4</b> (alignment with EC Directives), <b>Annex 3</b> (addition of SR). Collective Letter 1926.  |
| Version 5<br>May 1999       | <b>RoP Annex 2</b> (change ECU to EUR, definition of TTO improved, new class of contributions table and editorial corrections), <b>Annex 3</b> (Weighted National Votes - Latvia), <b>Annex 4</b> (table replaced with reference to Annex 2).<br><b>TWP Article 1.10</b> (improved STF financial accountability). Collective Letter 1951.   |
| Version 6<br>June 1999      | <b>Board Working Procedures Article 6</b> (attendance of observers at Board meetings), <b>Article 8</b> (Code of Conduct) {text to be added later}, <b>Article 9</b> (confidential votes). Collective Letter 1959.  |
| Version 7<br>September 1999 | <b>TWP Article 1.6.6</b> (scope of draft Harmonised Standards), <b>Article 2.2.2.1</b> (OAP for Harmonised Standards based on existing, adopted ETSS, ENs or TBRs). Collective Letter 1969.   |
| Version 8<br>November 1999  | Should have included RoP Article 11.4 (Voting rules for appointment of Board Chair) but was never actually issued.  |
| Version 9<br>February 2000  | <b>Statutes Article 18</b> (SCM notification reduced from 3 months to 6 weeks).<br><b>RoP Article 19</b> (SCM notification reduced from 3 months to 6 weeks), <b>RoP Annex 2</b> (editorial), <b>RoP Annex 6</b> (inclusion of Technical Specifications into IPR Policy). <b>TWP Introduction &amp; 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</b> ("General Assembly" replaced with the term "Board"), <b>Article 1.3.1</b> (appointment of a Technical Body Chairs), <b>Article 1.5.5</b> (TB membership list), <b>Articles 1.6.3, 1.6.4</b> (adoption of Work Item), <b>Article 1.6.5</b> (stopping a Work Item), <b>Article 1.9.3</b> (Meetings Reports on Docbox), <b>Article 1.10.2</b> (STF ToRs moved to new Annex F), <b>Articles 2.2.1.1.1, 2.2.1.1.2, 2.2.1.3</b> (TAP/OAP durations clarified), <b>Article 2.2.3.3</b> (withdrawn ESs and EGs will remain publicly available), <b>Article 2.2.4.3</b> (withdrawn TSs and TRs will remain publicly available), new <b>Article 2.2.5</b> ("Historical" documents), <b>Annex A</b> (definition of SR modified), <b>Annex B</b> (deliverable prefixed "ETSI"), <b>Annex D</b> (editorial), <b>Annex E</b> (made normative), <b>Annex F</b> (new annex with STF Terms of Reference text transferred 1.10.2). Collective Letter 2004. |
| Version 10<br>April 2000    | <b>RoP Article 11.4</b> (Voting rules for appointment of Board Chair).<br><b>TWP Article 1.1.3</b> (EPP characteristics modified), <b>Article 1.10.3</b> (STF dates changed). Collective Letter 2010.   |
| Version 11<br>December 2000 | <b>Statutes Article 6</b> (observers no longer only from CEPT), <b>Article 11.1</b> (voting under 11.2 extended to Associate members. Quorum requirements still Full members only), <b>Article 13</b> (Board members may also be nominated by Associate members).<br><b>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</b> (extended associate member rights).<br><b>Board Working Procedures Article 6.1</b> (Associate members may attend Board meetings).<br><b>ETSI Financial Regulations</b> included in Directives.<br><b>OCG ToRs Article A), 4e)</b> (monitoring the efficiency of the TO).<br><b>TWP Article 1.7</b> (one-member-one-vote option removed), <b>Annex C</b> (end of use of old deliverable types). Collective Letter 2055.   |

| Version/Date                | Changes   |
|-----------------------------|---|
| Version 12<br>December 2001 | <b>RoP Articles 1.2.2, 1.2.3, 1.2.4, Annex 2</b> (EDS included into 1st Unit of Contribution).<br><b>Board Working Procedures Article 5</b> (location of meetings),<br><b>Powers and Functions delegated to the Board Article 25</b> (deleted).<br><b>Financial Regulations Articles 6, 8.3, 10, 15</b> (clarifications and change to euros). <b>TWP Articles 1.5.4, 1.7.1.1, 1.7.1.2, Annex A</b> (inclusion of electronic voting tool), <b>Article 1.10.3</b> (updated STF procedure), <b>Articles 2.3</b> (new PAS procedure), <b>Annex G</b> (IPR forms included). Collective Letter 2137.  |
| Version 13<br>April 2002    | <b>RoP Articles 1.2.2, 1.2.3, Annex 2</b> (fees paid by User Associations). Collective Letter 2161.   |
| Version 14<br>December 2002 | <b>OCG ToRs</b> (opening-up to permit members to attend OCG meetings as observers). Collective Letter 2222.   |
| Version 15<br>April 2003    | <b>RoP Article 10.3</b> (late payment penalty change from 3 % to 5 % & year-end surplus refund clarified).<br><b>Powers and Functions delegated to the Board Article 21</b> (Appointment of Chairs).<br><b>Board Working Procedure Article 8</b> (changed from unused "Code of Conduct" to new "Board documentation"), new <b>Article 10</b> (Voting by Correspondence).<br><b>TWP Articles 1.3.1, 1.7.1, 1.7.1.3</b> (Appointment of Chairs). Collective Letter 2246.  |
| Version 16<br>December 2003 | <b>RoP Articles 1, 10, Annex 1, Annex 2</b> (to reinforce the procedures on member contributions), <b>Article 13.5.3</b> (separate counting of EU/EFTA votes).<br><b>OCG ToRs</b> (allocation of resources for STFs).<br><b>TWP Article 1.10</b> , new <b>Annexe F</b> , new <b>Annex H</b> (management and operation of STFs). Collective Letter 2307.   |
| Version 17<br>December 2004 | <b>RoP Article 1.1, Annex 1, Annex 2</b> (status of Universities & Public Research Bodies), <b>Articles 1.1, 1.2.4, Annex 1</b> (status of NSOs), <b>Article 7.2</b> (Special Committees), <b>Article 11, Annex 3</b> (Weighted National Vote requires at least one GDP paying member), <b>Annex 3</b> (updated to Treaty of Nice national weighted voting system as of 1 November 2004).<br><b>ETSI Guide on IPRs</b> included in Directives.<br><b>TWP Article 1.4</b> (remote participation in TB meetings), <b>Article 2.2.6</b> (approval procedures for Special Reports), <b>Annex G</b> (revised IPR forms). Collective Letter 2377  |
| Version 18<br>December 2005 | <b>Statutes Article 10</b> (creation of "Industry Specification Groups").<br><b>RoP Articles 2, 3.4.33, 8.3.9</b> (creation of "Industry Specification Groups"), <b>Articles 1.2.2, 1.2.3, Annex 2</b> (Partnership Projects may be subject to a minimum contribution).<br><b>RoP Articles 1.2.2, 1.2.3, 4.3</b> (user issues - free EDS and GA vice-chair position), <b>Article 10.3</b> (modification to late payment penalty fee date), <b>Annex 6 Article 4.1</b> (IPR Policy).<br><b>ETSI Guide on IPRs</b> (clarification text subsequent to the change of Article 4.1 of the IPR Policy).<br><b>Powers and Functions delegated to the Board Article 13</b> (user relevance in Work programme). Collective Letter 2444. |
| Version 19<br>April 2006    | <b>Statutes Articles 2, 3</b> (inclusion of "other electronic communications networks and services").<br><b>Powers and Functions delegated to the Board Article 16</b> (modified to include ISGs), new <b>Article 25</b> (creation/termination of ISGs). Collective Letter 2471.  |
| Version 20<br>July 2006     | <b>TWP Clause 1.4</b> ("Three-meeting Rule"), <b>Introduction &amp; Articles 2.1, 2.2.7</b> (new), <b>3</b> (new), <b>Annex A, Annex B, Annex D, and Annex E</b> (implementation of ISGs in the Technical Working Procedures), <b>Annex A</b> (to ensure the informative status of Technical Reports). Inclusion of <b>History section</b> . Collective Letter 2487.  |

| Version/Date                | Changes   |
|-----------------------------|---|
| Version 21<br>December 2006 | <p><b>RoP Annex 3</b> (Weighted National Votes for FYROM, Romania (from 1 January 2007) and Bulgaria (from 1 January 2007)), <b>Annex 6, Article 3.1</b> (IPR Policy Objectives), <b>Article 6</b> (Availability of Licenses), <b>Article 8</b> (Non-availability of Licenses).</p> <p><b>ETSI Guide on IPRs section 1.1</b> bullet 2 (to clarify the issue of selecting only the best technical solution), <b>section 2, section 2.1.2 &amp; Article 2.3.3</b> (concerning clearer IPR Licensing Declarations including a new form for General IPR Licensing Declarations), <b>section 2.4.3</b> (concerning non response by an IPR owner), <b>section 4.1</b> (Licensing terms), <b>Annex B</b> (IPR Forms - inserted).</p> <p><b>OCG ToRs</b> to include ISG Chairs, to enable inter-TB dispute resolution and to allow the creation of permanent OCG sub-groups.</p> <p><b>TWP Clause 1.6.1, Clause 1.6.3 &amp; Clause 1.6.4</b> (user relevance of Work Items), <b>Clause 1.6.3, Clause 2.2.1.1, Clause 2.2.3.1, Clause 2.2.4.1 &amp; Clause 2.2.6.1</b> (to enable better inter-TB dispute resolution), <b>Annex F</b> (updated STF template), <b>Annex G</b> (IPR Forms - moved to IPR Guide). Collective Letter 2516.</p> |
| Version 22<br>July 2007     | <p><b>RoP Annex 2 Clause 6e</b> (membership conditions for Universities and Public Research Bodies).</p> <p><b>IPR Guide section 2.3</b> (TB Chairs's duties), <b>section 4.1</b> (Licensing terms). Antitrust Guidelines (new guideline).</p> <p><b>TWP Annex A section A.3</b> (definitions of EGs and SRs), <b>Annex E section E.2</b> (choice of deliverable types TR, EG and SR), <b>Annex F section 3.8.1</b> (validation), <b>Annex F section 3.12</b> (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), <b>Annex F section 3.12 to 3.15</b> renumbered as 3.13 to 3.16.</p> <p><b>ETSI Drafting Rules</b> (incorporated as a part of the ETSI Directives instead of being an SR). Collective Letter 2540.</p>   |
| Version 23<br>December 2007 | <p><b>RoP Article 10.3</b> (change of date for the declared position of the member/Observer contributions), <b>Annex 2 Clauses 10 &amp; 11</b> (alignment of inconsistencies with the rest of the Annex), <b>Annex 1</b> (Definition for Micro-Enterprises added), <b>Annex 2</b> (Micro-Enterprises allowed to pay a reduced first unit of contribution), <b>Annex 3</b> (Weighted National Votes for Serbia &amp; Georgia).</p> <p><b>TWP Clause 2.2.1.1.1 and (new) Annex J</b> (resolution reports from TBs following Public Enquiry on ENs), <b>Clause 1.9.3</b> (provision of meeting reports). Collective Letter 2594.</p>   |
| Version 24<br>May 2008      | <p><b>Guidelines for the implementation of Annex 2 of the Rules of Procedure</b> inserted into the Directives immediately after the RoP.</p> <p><b>Board Working Procedures Clause 8.2</b> ("Cut-off date" for Board Decision documents now becomes "... 7 days prior to the meeting ...").</p> <p><b>TWP section 1.10, Annex F and Annex H</b> (Specialist Task Forces).</p> <p><b>ETSI Drafting Rules</b> (revised version). Collective Letter 2627.</p>  |
| Version 25<br>January 2009  | <p><b>RoP Annex 6 Clauses 4.3, 6.2, and 15.13</b> (handling of Patent Families),</p> <p><b>RoP Annex 6 Clause 6.1</b> (status of IPR undertakings),</p> <p><b>RoP Annex 6 Clause 6.1</b> (transfer of ownership of essential IPRs),</p> <p><b>RoP Annex 6 Appendix A</b> (move of Licensing Declaration forms from Annex B of IPR plus exact alignment of text with IPR Policy),</p> <p><b>RoP, Annex 6 Clause 6bis</b> (use of the IPR forms mandatory),</p> <p><b>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</b> (to reflect above changes to IPR Policy),</p> <p><b>ETSI Guidelines for Antitrust Compliance</b> (editorial corrections),</p> <p><b>Guideline on rights and obligations for former elected officials and former staff members (new)</b>,</p> <p><b>TWP sections 1.6.1, 1.6.4.1, 1.6.4.2, 1.9.3, Annexes A.1, K, L, M and K</b> (Environmental aspects, Security aspects, Hierarchical Work Programme, Work Item milestones, Change Control, Work Item proposal form).</p> <p><b>ETSI Drafting Rules</b> (revised version). Collective Letter 09_2692</p>  |
| Version 26<br>July 2009     | <p><b>Statutes Articles 10 and 15</b> (deletion of the post of Deputy Director-General). <b>RoP Articles 2, 3, 8, 9, 11 and Annex 7</b> (deletion of the post of Deputy Director-General),</p> <p><b>RoP Article 1.4</b> (change of date for giving notice of resignation from membership).</p> <p><b>Financial Regulations Article 1.2</b> (deletion of the post of Deputy Director-General).</p> <p><b>OCG ToRs Clause B)</b> (deletion of the post of Deputy Director-General). Collective Letter 09_2731.</p>   |



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| Version 27<br>May 2010     | <p><b>Financial Regulations</b> (deletion of "Preamble" to avoid confusion concerning updates since original version),</p> <p><b>OCG ToRs Clause A</b> (inclusion of ISGs into the Scope of OCG),</p> <p><b>TWP sections 2.2.1.1.1, 2.2.1.1.2 and 2.2.1.3</b> (deletion of the additional dispatch time under the EN approval process),</p> <p><b>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</b> (partial implementation the STF Review Recommendations), <b>TWP section 1.5.3, Annex M and new Annex N</b> (implementation of a Harmonised TB Contribution Template),</p> <p><b>TWP section 3.5</b> (convening an ISG meeting),</p> <p><b>ETSI Drafting Rules Clauses 2, 3.1, 12, 12.3 and 16.1</b> (various updates, see EDR History section). Collective Letter 10_2786.</p>   |
| Version 28<br>May 2011     | <p>Removal of the term "(Telecommunication series)" throughout the Directives affecting:</p> <p><b>RoP - Articles 13, 14, 17, Annex 1, and Annex 6;</b></p> <p><b>Guidelines for Antitrust Compliance - Article C.5;</b></p> <p><b>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;</b></p> <p><b>EDRs - Clauses 3.2 and 9a.</b></p>   |
|                            | <p><b>Guidelines for Antitrust Compliance</b> (update of references from Articles 81/ 82 EC to Art 101/ 102 TFEU throughout).</p> <p><b>RoP new Article 8.3.10</b> (inclusion of Secretariat Business Plan in the responsibilities of the D-G).</p> <p><b>RoP Annex 7 Clause 1</b> (to give the FC Chair the right to participate in Board meetings).</p> <p><b>Terms of Reference of the Finance Committee (FC)</b> inserted into ETSI Directives.</p> <p><b>Board Powers &amp; Functions updated: new Articles 26, 27, 28.</b></p> <p><b>TWP Clause 1.4</b> (rights of Observers and Non-members in ETSI TB meetings), <b>TWP section 1.6.2</b> (creation of Work Items across multiple Technical Bodies),</p> <p><b>TWP Clause A.3</b> (definition of Harmonised Standard updated).</p> <p><b>ETSI Drafting Rules</b> (various updates, see EDR History section). Collective Letter 11_2869.</p> |
| Version 29<br>January 2012 | <p><b>Statutes Articles 2 &amp; 3</b> (clarifications and guidelines to the ECRT model of membership payments).</p> <p><b>RoP Annexes 1 and 2</b> (clarifications and guidelines to the ECRT model of membership payments).</p> <p><b>Guidelines for the implementation Annex 2 of the Rules of Procedure Article 1</b> (clarifications and guidelines to the ECRT model of membership payments).</p> <p><b>RoP Annex 6</b> (handling of Software Copyright issues).</p> <p><b>Board Working Procedures: new Article 1.4</b> (conflict of interest in STF selection process).</p> <p><b>TWP Clause 1.4</b> (to permit potential members of an intended Partnership Project to participate in ETSI TB meetings).</p> <p><b>ETSI Drafting Rules</b> (various updates, see EDR History section). Collective Letter 12_2929.</p>  |
| Version 30<br>January 2013 | <p><b>RoP Article 13.4</b> to enable the implementation of a new simplified EN Approval Procedure.</p> <p><b>New Board Power (29)</b> delegating authority to the Board for the processing of new members applications for Partnership Projects.</p> <p><b>TWP Clause 1.1 and annex D</b> to update the characteristics of an "ETSI Project". <b>TWP Clauses 2.2, 2.4, Annex A.5, Annex C.2.1, Annex K</b> concerning the introduction of a new simplified EN Approval Procedure (ENAP).</p> <p><b>ETSI Drafting Rules Annex B.4</b> updated TCCN handling, <b>Annex E.5</b> updated reference to EN Approval Procedures, new <b>Annex G</b> for the inclusion of optional EMC statements in ETSI deliverables. Collective Letter 13_3006.</p>  |

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| Version 31<br>April 2013    | <p><b>RoP Annex 6 (ETSI IPR Policy) new Clause 6.1bis and related changes in Appendix A</b> 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.</p> <p><b>Editorial correction in Clause 6.1</b> and correction of an incorrect reference in Appendix A.</p> <p><b>Updated/new Articles 4.6, 4.7, 4.8, 8.5, 8.6, 8.7, 8.8, 11.5 and Annex 7</b> 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.</p> <p><b>Modification to Article 8.3.10</b> to change the term "Secretariat Business Plan" to "Secretariat Activity Plan".</p> <p><b>Modification to Annex 3</b> to include a weighted nation vote of 4 for Albania.</p> <p><b>ETSI Drafting Rules new Clause 10</b> 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.</p>   |
| Version 32<br>October 2013  | <p><b>ETSI Guide on IPRs Article 4.2</b> 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).</p> <p><b>TWP Clauses 3.1, 3.2, 3.4, 3.10 and annex D.3</b> regarding the operation of ISGs. <b>TWP Clauses 1.4 and 3.4</b> regarding the participation of Associations in TBs and ISGs. Collective Letter 13_3067.</p>  |
| Version 33<br>May 2014      | <p><b>RoP Article 4.9</b> updated concerning GA Chair/Vice-Chair's supported status Annex 7 (ETSI IPR Policy).</p> <p><b>RoP Annex 3</b> modification concerning the Weighted National Vote for Moldova. <b>RoP Annex 7</b> updated concerning changes in a Board member's supported status.</p> <p><b>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</b> updated to reflect the reduction of some deliverable processing times.</p> <p><b>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</b> updated to reflect the agreement on joint technical working with CEN and CENELEC.</p> <p><b>TWP Clause 1.5.4</b> updated clarifying member representation in TB meetings.</p> <p><b>ETSI Drafting Rules</b> re-structured to simplify and adapt them to the structure used in ETSI deliverables. Collective Letter 14_3113.</p>  |
| Version 34<br>December 2014 | <p><b>RoP Article 3.6</b> updated to clarify the handling of GA documentation.</p> <p><b>RoP Annex 3</b> updated concerning the allocation of a weighting of 3 to the national delegation of Montenegro.</p> <p><b>Board Power (29)</b> updated concerning delegating authority to the Board for the processing of new Partner applications for Partnership Projects.</p> <p><b>TWP new Clause 1.6.9, new Annex Q, new Annex R, updated Clause 1.8, and deletion of Clause 2.3</b> concerning the Partnership Engagement Process and the PAS Process.</p> <p><b>TWP Annex P</b> updated to include the missing Annex 4 "Document history" section.</p> <p><b>ETSI Information Policy</b> included. Collective Letter 14_3151.</p>  |
| Version 35<br>December 2015 | <p><b>RoP Article 18</b> updated concerning better protection of the Institute towards lawsuits brought against it by its members.</p> <p><b>RoP Article 8.3</b> 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.</p> <p><b>TWP Clause 2.2.1.1.1</b> updated to reflect the reduction of EN Approval Procedure duration.</p> <p><b>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</b> updated to identify the TB responsible to perform the maintenance of the ETSI deliverable of a TB which no longer exists.</p> <p><b>TWP Clauses 2.2.1.2 and 2.2.2.2</b> updated to implement a routine review of ENs.</p> <p><b>EDR Clause 1.1</b> updated to append the definition of EN with definition of Harmonised Standard as specific case of EN.</p> <p><b>EDR Clauses 2.13.0, 5.8, 8, 8.1, 8.2, 8.3, 8.4, 8.5 and 8.6</b> updated to align with the European Standardisation Regulation in their spelling of the term Harmonised Standard, spelled with "s" rather than "z".</p> <p><b>EDR Clauses 9.2 and 9.3</b> updated to specify that the endorsement of documents from other standards organizations shall be dated. Collective Letter 15_3245.</p> |

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| Version 36<br>June 2016     | <p><b>RoP Article 8.3.3</b> updated to reflect the implementation of a new STF Process.</p> <p><b>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</b> updated, and <b>Clause 2.2.7.4</b> added, to reflect the creation of Group Report (GR) as a new ETSI ISG deliverable type and the introduction of several enhancements and clarifications related to the ISG processes.</p> <p><b>TWP Clause 1.10</b> and <b>Annex H</b> updated to reflect the implementation of a new STF Process and the new EC/EFTA lump-sum-based funding mechanism (<b>Clauses 1.10.1, 1.10.2.3, 1.10.2.4, 1.10.3 and Annex H</b> updated, <b>Clauses 1.10.4, 1.10.5 and Annex H.2</b> added, <b>former Clause 1.10.4</b> renumbered 1.10.6, <b>former Clause 1.10.5</b> updated and renumbered 1.10.7, <b>former Clause 1.10.6</b> updated and renumbered 1.10.8, <b>former Clause 1.10.7</b> updated and renumbered 1.10.9, <b>former Annex H.1</b> replaced by a new Annex H.1, <b>former Annex H.2</b> updated and renumbered H.3, <b>former Annex H.3</b> updated and renumbered H.4, <b>former Annex H.8</b> updated and renumbered H.5, <b>former Annexes H.4, H.5, H.6, H.7</b> deleted).</p>  |
| Version 37<br>April 2017    | <p><b>Foreword</b> updated to clarify the term "official".</p> <p><b>Statutes Article 6.1</b> updated to align the membership categories with those listed in the RoP.</p> <p><b>Statutes Article 6.3</b> updated to commit the ETSI membership to the Directives and GA decisions.</p> <p><b>Statutes Articles 6.5, 6.6 and 9</b> updated to implement editorial changes.</p> <p><b>Statutes Articles 7 and 8</b> updated to reflect the implementation of a new membership application process.</p> <p><b>Statutes Article 10</b> updated to reflect the new possibility offered to create and/or participate in Coordination Groups.</p> <p><b>RoP Article 1</b> updated to align the membership categories with those listed in the Statutes.</p> <p><b>RoP Articles 1.2.2, 1.2.3, 1.2.4, 1.3, 1.5, 11.1.3, 11.3, 17.3</b> updated to implement editorial changes and commit the ETSI membership to the Directives and GA decisions.</p> <p><b>RoP Articles 1.2.2, 1.2.3, 1.2.4 and Annex 2</b> updated to reflect the decision to stop the distribution of ETSI deliverables via DVDs.</p> <p><b>RoP Articles 1.3.2, 1.4.1, 1.4.2, 1.4.3, 3.4.6, 10.3, 11.5</b> updated to reflect the implementation of a new membership application process</p> <p><b>RoP Article 2</b> updated and <b>Clauses 3.4.34 and 3.4.35</b> added to reflect the new possibility offered to create and/or participate in Coordination Groups</p> <p><b>RoP Clause 4.7</b> updated to clarify the term "official"</p> <p><b>Powers and Functions delegated to the Board Clause 16</b> updated, and <b>Clauses 30 and 31</b> added to reflect the new possibility offered to create and/or participate in Coordination Groups.</p> <p><b>ETSI Financial Regulations Article 8.2 and 9.2</b> updated to clarify the term "official".</p> <p><b>Terms of Reference of the OCG Clauses A.1, A.3.a, A.3.e, A.3.g and B.1</b> updated to reflect the new possibility offered to create and/or participate in Coordination Groups.</p> <p><b>Guideline on rights and obligations for former elected officials and former staff members Title, Clauses 1 and 2</b> updated to clarify the term "official".</p> <p><b>TWP Introduction</b> updated and <b>Clauses 4, 5 and Annexes D.4, D.5</b> added to reflect the new possibility offered to create and/or participate in Coordination Groups.</p> <p><b>TWP Clauses 1.3, 1.3.3, 1.5.2, 1.7.1, 1.7.1.3, 1.9.1, 1.9.3, 3.3, 3.3.3, 3.9.1</b> updated to clarify the term "official".</p> <p><b>TWP Clause 3.2</b> updated to reflect the new process for transferring activity from an ISG to a TC if needed.</p> <p><b>TWP Clause 6</b> added to reflect the new process for making some ETSI working documents available from open areas on Docbox.</p> |
| Version 38<br>February 2018 | <p><b>RoP Articles 3.4.29, 6.1 and 8.3.3</b> updated to enable the implementation of the revised STF process.</p> <p><b>RoP Articles 11.1.3, 11.2.1, 13, 13.1, 13.2, 13.3.1, 13.3.2, 13.4, 13.5, 13.5.1, 13.5.2, 13.5.3, 13.6, 13.7, 14 and 17</b> updated to enable the implementation of the revised EN Approval Process (ENAP).</p> <p><b>Board Working Procedures Clause 1.4</b> updated to enable the implementation of the revised STF process.</p> <p><b>Powers and functions delegated to the Board Clause 16</b> updated to enable the implementation of the revised STF process.</p> <p><b>TWP Clauses 1.10.1.1, 1.10.1.2 and Annex S</b> added to enable the implementation of the revised STF process.</p>  |

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|                            | <p><b>TWP Clauses 1.6.3, 1.10, 1.10.1, 1.10.2, 1.10.3, 1.10.4, 1.10.5, 1.10.6, 1.10.7, 1.10.8, 1.10.9, Annex D D.1 e), Annex H H.1, Annex H H.2, Annex H H.3, Annex H H.4 and Annex H H.5</b> updated to enable the implementation of the revised STF process.</p> <p><b>TWP Clauses 1.10.2.2, 1.10.2.3 and 1.10.2.4</b> renumbered respectively as 1.10.2.1, 1.10.2.2 and 1.10.2.3 to enable the implementation of the revised STF process.</p> <p><b>Clause 1.10.2.1</b> deleted to enable the implementation of the revised STF process.</p> <p><b>TWP Clauses 1.6.6 and 1.6.7</b> deleted to enable the implementation of the revised EN Approval Process (ENAP).</p> <p><b>Clauses 2.2.1.1, 2.2.1.1.1, 2.2.1.1.2, 2.2.1.2, 2.2.1.3, 2.2.2, 2.4, Annex A A.1, Annex A A.3, Annex A A.5, Annex C C.2.1, Annex E E.1.1, Annex E E.1.2, Annex E E.1.3, Annex J and Annex K</b> updated to enable the implementation of the revised EN Approval Process (ENAP).</p> <p><b>Clause 2.2.2.1, 2.2.2.2, 2.2.2.3</b> deleted to enable the implementation of the revised <b>ETSI Information Policy</b> updated following a review by the Secretariat and the Board PROCESS group to reflect recent changes in the ETSI Directives.</p>  |
| Version 39<br>October 2018 | <p><b>RoP Article 3.4.5</b> deleted to reflect decision taken at GA#54 related to Staff Regulations.</p> <p><b>RoP Article 8.3.12</b> added to reflect decision taken at GA#54 related to Staff Regulations.</p> <p><b>RoP Article 12.3</b> updated to fix a deadline to present proxies prior to a GA.</p> <p><b>RoP Article 13.1</b> updated to enable changes in the ENAP principles.</p> <p><b>Guidelines on rights and obligations for former elected Chairs/Vice-Chairs and former staff members</b> renamed to "Rights and obligations for ETSI courtesy title holders, ETSI fellows and retired friends of ETSI" and updated.</p> <p><b>TWP Clauses 1.2, 2.2.1.2, 2.2.3.2, 2.2.4.2, 2.2.6.2, 2.2.7.2 and 3.2.4</b> updated to clarify the maintenance of terminated TBs/ISGs deliverables.</p> <p><b>TWP Clause 2.2.1.1</b> updated to refer to the ENAP flowchart in Annex T.</p> <p><b>TWP Clauses 2.2.1.1, 2.2.5, 2.2.7.4 and 3.2.4</b> updated to reflect the decision to stop the use of the Historical status.</p> <p><b>TWP Annex P</b> updated with the latest version of the CEN, CENELEC and ETSI Basic Co-operation Agreement.</p> <p><b>TWP Annex T</b> added with the flowchart describing the EN Approval Process.</p> <p><b>EDR</b> updated (see details in EDR History).</p>   |
| Version 40<br>April 2019   | <p><b>RoP Article 3.4.36</b> added to reflect the new Testing Task Force (TTF) principles.</p> <p><b>RoP Articles 6.1, 8.2.7, 8.3.3</b> updated to reflect the new TTF principles.</p> <p><b>RoP Article 8.3.13</b> added to describe the new power delegated to the Director-General for withdrawing published GS or GR produced by an ETSI technical group which has subsequently been terminated.</p> <p><b>Powers and Functions delegated to the Board Clauses 14, 16</b> updated to reflect the implementation of the new TTF principles.</p> <p><b>Powers and Functions delegated to the Board Clause 32</b> added to describe the new power delegated to the Board for withdrawing published EN, HS, ES, EG, TS, TR or SR produced by an ETSI technical group which has subsequently been terminated.</p> <p><b>Powers and Functions delegated to the Board Clause 33</b> added to reflect the implementation of the new TTF principles.</p> <p><b>ToR of the OCG Clause A) 3 f)</b> updated to reflect the implementation of the new TTF principles.</p> <p><b>TWP Clause 1.6.3, Annexes H.2, H.3, H.4, H.5, K, S</b> updated to reflect the implementation of the new TTF principles.</p> <p><b>TWP Clauses 1.10.7, 1.10.9</b> updated to reflect the implementation of the revised STF principles;</p> <p><b>TWP Clause 1.11</b> added to reflect the implementation of the new TTF principles.</p> <p><b>TWP Clauses 2.2.1.3, 2.2.3.3, 2.2.4.3, 2.2.6.3, 2.2.7.3</b> updated to reflect the new principles for withdrawing published ETSI Deliverables produced by an ETSI technical group which has subsequently been terminated.</p> <p><b>TWP Clause 3.11</b> added to reflect the new possibility to grant an ETSI Partner access to the working documents of an ISG.</p> <p><b>ETSI Information Policy</b> updated to reflect the implementation of the new TTF principles.</p> <p><b>ETSI Information Policy</b> updated to reflect the new possibility to grant an ETSI Partner access to the working documents of an ISG.</p> |

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| Version 41<br>February 2020   | <p><b>RoP Article 13.1</b> updated to help Annex III organizations contribute during the EN Approval Process (ENAP).</p> <p><b>RoP Article 13.2</b> updated to avoid confusion between the NSO MoU and the MoUs signed with ETSI Partners.</p> <p><b>RoP Annex 7</b> updated to clarify the rights and permissions of a Board member who loses support from an ETSI Full member.</p> <p><b>TWP Clause 2.2.2</b> updated to clarify the naming of the EC Harmonised Standards database.</p> <p><b>TWP Clauses 2.2.5, 2.2.7.4</b> updated to clarify the status of existing documents marked as "Historical".</p> <p><b>TWP Clause 2.4</b> updated to avoid confusion between the NSO MoU and the MoUs signed with ETSI Partners.</p> <p><b>TWP Annex T</b> updated to clarify the naming of the EC Harmonised Standards database and help Annex III organizations contribute during the EN Approval Process (ENAP).</p>   |
| Version 42<br>November 2020   | <p><b>Statutes Article 12.7</b> added to allow meetings of the General Assembly to be held electronically when necessary.</p> <p><b>RoP Articles 3.5.5, 3.7</b> added to allow meetings of the General Assembly to be held electronically when necessary.</p> <p><b>OCG ToR Clause B) 2</b> updated to introduce flexibility in the organization of OCG meetings.</p> <p><b>TWP Clauses 1.5.4, 1.5.5, 1.7.1.1 and 1.7.1.2</b> updated to introduce the automatic subscription of delegates to TB membership lists and to clarify the procedures applying for voting during a TB meeting or by correspondence.</p> <p><b>TWP Clauses 1.8.1.1.2 and 1.8.1.1.3</b> updated to specify the consultation role of the OCG prior to MoU and CA endorsement by the Board.</p> <p><b>TWP Clause 1.8.1.2.3</b> updated to remove a sentence already covered by Clause 1.8.1.2.3.</p> <p><b>TWP Clause 1.11.2.2</b> updated to introduce flexibility in the organization of OCG meetings.</p> <p><b>TWP Annex R</b> updated to reflect the consultation role of the OCG prior to MoU and CA endorsement by the Board.</p> |
| Version 42r1<br>November 2020 | <p><b>TWP Clause 1.6.1 and Annex K</b> updated to allow for indication of SME and labour relevance in the ETSI Work Item Form.</p>   |
| Version 43<br>May 2021        | <p><b>RoP Article 11</b> updated to clarify the possibility of building consensus between two meetings of the GA.</p> <p><b>RoP Article 11.5</b> amended, splitting it into two clauses <b>11.5</b> and <b>11.6</b> to clarify the rules regarding secret ballot.</p> <p><b>RoP Annex 3</b> updated with the new name of the Republic of North Macedonia.</p> <p><b>RoP Annex 6, Appendix A</b> updated to make the two appendices A1 and A2 obsolete.</p> <p><b>TWP Clause 3.2.1</b> updated to precise the starting date of an ISG.</p> <p><b>EDR</b> updated (see details in EDR History).</p>  |
| Version 44<br>December 2021   | <p><b>Statutes Articles 11.4, 12.2 and 12.7</b> updated to replace "Chairman" and "Chairmen" by gender-neutral terms</p> <p><b>Statutes Article 12.7</b> updated to clarify the possibility for the ETSI General Assembly to hold hybrid meetings.</p> <p><b>RoP Articles 3, 4, 8, 11, 13 and Annexes 3, 6 and 7</b> updated to replace "Chairman" and "Chairmen" by gender-neutral terms.</p> <p><b>RoP Article 3.5.5</b> updated to clarify the possibility for the ETSI General Assembly to hold hybrid meetings.</p> <p><b>RoP Article 8.3.9</b> updated to enable the deferral of the decision to create or terminate an ISG to the General Assembly in case additional discussion is needed .</p> <p><b>Powers and Functions delegated to the Board Clause 25</b> updated to enable the deferral of the decision to create an ISG to the General Assembly in case additional discussion is needed .</p> <p><b>Powers and Functions delegated to the Board Clause 34</b> added to promote inclusiveness in ETSI.</p>  |

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|  | <p><b>Guide on Intellectual Property Rights Background, Foreword, Clauses 2, 3, 4 and Annex C</b> updated to replace “Chairman” and “Chairmen” by gender-neutral terms, and to remove the references to the IPR Licensing Declaration forms.</p> <p><b>Guidelines for Antitrust Compliance Clause C.3.1</b> updated to replace “Chairman” and “Chairmen” by gender-neutral terms.</p> <p><b>Powers and Functions Delegated to the Board Article 21</b> updated to replace “Chairman” by a gender-neutral term.</p> <p><b>Financial Regulations Article 8.4</b> updated to replace “Chairman” by a gender-neutral term.</p> <p><b>Terms of Reference of the Finance Committee Article 3</b> updated to replace “Chairman” by a gender-neutral term.</p> <p><b>Terms of Reference of the OCG Clause 3a of Section A, Clauses 1, 2, 5 of Section B and Clause 3 of Section C</b> updated to replace “Chairman” and “Chairmen” by gender-neutral terms.</p> <p><b>Rights and Obligations of ETSI Courtesy Title Holders, ETSI Fellows and Retired Friends of ETSI Clauses 1.1, 2.4, 3.1 and 4.1</b> updated to replace “Chairman” and “Chairmen” by gender-neutral terms.</p> <p><b>TWP Clauses 1, 2, 3, 4, Annexes A.2, A.4, D Part A, H.3, H.4, H.5, K, N and P Annex 3.1</b> updated to replace “Chairman” and “Chairmen” by gender-neutral terms.</p> <p><b>TWP Clause 1 and Annex D.3 Part B</b> updated to remove inaccurate references.</p> <p><b>TWP Clause 1.6.9 and Annex Q</b> updated to allow for indication of SME and labour relevance in the PAS Work Item proposal form.</p> <p><b>TWP Clause 3.1</b> updated to make the consultation of the OCG part of the ISG creation process.</p> <p><b>TWP Annex D.3 Part A (c)</b> updated to extend the analysis of overlapping/complementary elements to include activities in ETSI ISGs and activities outside ETSI.</p> <p><b>TWP Annex D.3 Parts A and B</b> updated to allow for a more comprehensive assessment of proposed ISGs.</p> |
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