



The Standards People

# ETSI DIRECTIVES

## Version 48

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

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ETSI | 650 Route des Lucioles | 06921 Sophia Antipolis CEDEX | France | +33 (0)4 92 94 42 00 |  
info@etsi.org

Institut Européen des Normes de Télécommunication | Association à but non lucratif enregistrée à la Sous-Préfecture de Grasse (06) N° W061004871 | SIRET N° 348 623 562 00017 | APE 7112B | N° TVA : FR 14 348 623 562

# FOREWORD

These Directives, available at <https://portal.etsi.org/resources/ETSIdirectives.aspx>, contain the following individual documents:

<b>Documents</b>	<b>Adopted by</b>
Statutes	Heads of National Delegations
Rules of Procedure	Heads of National Delegations
ETSI Values	General Assembly
Code of Conduct for ETSI members	General Assembly
Code of Conduct for Board members	General Assembly
Powers and Functions delegated to the Board	General Assembly
Financial Regulations	General Assembly
ToR of the Finance Committee	General Assembly
Board Working Procedures	Board
ToR of the Operational Coordination Group	Board
Technical Working Procedures*	Board
Guide on Intellectual Property Rights*	Board
Guidelines for Antitrust Compliance*	Board
Rights and obligations for ETSI courtesy title holders, ETSI Fellows and Retired Friends of ETSI	Board
Information Policy	Director-General
ETSI Drafting Rules	Director-General

\*Changes to the Technical Working Procedures, the Guide on IPR or the Guidelines for Antitrust Compliance may be agreed during a meeting of the General Assembly.

Additionally, ETSI has numerous guideline documents, supporting the Directives, available from <https://www.etsi.org/membership/my-etsi>.

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# STATUTES

## Version adopted by the Specially Convened Meeting of the General Assembly#82 (28-29 November 2023)

### 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 within the overall objective 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 lawful 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 globally accepted 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 that should reflect the main activity of the organization:

- 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 member.

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 member 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 membership contributions or fees, 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 for decision to the next Ordinary Meeting of the General Assembly.

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

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

Expulsion for non-payment of a membership contribution or 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 meeting of 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 Observer members;
- grants, including EU/EFTA funding;
- 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 National Standards Organizations Group, a National Standardisation Bodies Group, a Technical Organization (composed of Technical Committees, ETSI Projects, and ETSI Partnership Projects), Special Committees, Industry Specification Groups, Software Development 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 Articles 11.2 and 11.3 of the Rules of Procedure.
- 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 Chair of the General Assembly, who is elected by the General Assembly and assisted by one (1) 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 Meetings of the General Assembly shall be held twice a year.
- At least thirty (30) calendar 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 Meeting of the General Assembly.
- A minimum of fifteen (15) calendar 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 below.
- 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 as Guests to attend meetings of the General Assembly.
- 12.7 Meetings of the General Assembly (Ordinary, Extraordinary and Specially Convened) are held as hybrid meetings, i.e. meeting held in a particular location where physical and remote participation of attendees are allowed.  
If necessary, such meetings may be held either physically or via electronic means, if so decided by the Chair of the General Assembly in consultation with the Director-General.
- 12.8 Non-ETSI member National Standards Organizations (NSO) from CEPT countries may attend meetings of the General Assembly on a free of charge basis, with no right to vote.

#### **Article 13: The Board**

- 13.1 The Board shall be a body that acts on behalf of the General Assembly between meetings of the General Assembly 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.

The Director-General shall hold chief executive authority in all matters, apart from those which are expressly reserved for the General Assembly, the Board, the National Standards Organizations Group (NSOG), the National Standardisation Bodies Group (NSBG) or the Technical Organization in these Statutes or in the 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.

- 15.3 All or part of the responsibilities of the Director-General may be temporarily delegated to a substitute nominated by the Director-General.



**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 external auditor to certify the yearly accounts and the financial statements of the Institute and 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 PROCEDURES

## Version adopted by the Specially Convened Meeting of the General Assembly#82 (28-29 November 2023)

### 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 member and Counsellor status

#### 1.1 Categories of member

ETSI membership may be obtained in only one (1) of the categories listed in Article 6.1 of the Statutes. Definitions relating to the above categories are given in Annex 1 below.

#### 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 Observer members, 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 General Assembly, Technical Groups, Coordination Groups, and Software Development Groups (SDG) upon signature of the relevant SDG Member Agreement.

The right to participate in an ETSI Partnership Project may be made subject to the payment of an additional financial contribution to the ETSI annual 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 General Assembly, Technical Groups, Coordination Groups, and SDGs upon signature of the relevant SDG Member Agreement.

The right to participate in an ETSI Partnership Project may be made subject to the payment of an additional financial contribution to the ETSI annual budget that has been agreed by the General Assembly.

#### 1.2.4 Observer members

Observer member status may be obtained by a legal person entitled to become a Full or

Associate member but choosing not to have the right to participate fully in the proceeding of the Institute.

Observer members have the right to attend the meetings of the General Assembly only with no right to vote.

### 1.3 Admission to ETSI membership

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 member'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.

The Director-General shall advise the ETSI members and/or the General Assembly on conditions and acceptability of the application for membership.

### 1.4 Resignation and expulsion of ETSI members

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 membership contribution or 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 membership contribution or 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 acknowledgement of receipt.

From 1<sup>st</sup> June and until payment is made in full, a member's right to vote in the General Assembly meetings and to participate in the work of any Technical Group, Coordination Group, and Software Development Group shall be suspended.

1.4.3 A member may be expelled after notification by registered letter with acknowledgement of receipt 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 meeting. 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 acknowledgement of receipt.

### 1.5 Counsellor 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, the National Standards Organizations Group, the National Standardisation Bodies Group, the Technical Groups and the Coordination Groups, with no right to vote.

Counsellors may attend meetings of SDGs but shall neither make any technical contribution nor contribute any software unless they have agreed to the relevant license conditions.

## Article 2: Structure

ETSI shall consist of:

- a General Assembly;
- a Board;
- a National Standards Organizations Group;
- a National Standardisation Bodies Group;
- a Technical Organization;
- Special Committees;
- Industry Specification Groups;
- Software Development Groups;
- 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, Observer members and Counsellors.
- National Delegations shall appoint a Head of National Delegation, as defined in Point 5 of Annex 1 below, whose appointment shall be notified to the Director-General.
- 3.3 Distinguished persons and representatives from organizations which are not ETSI members may, by invitation of the Chair, attend meetings of the General Assembly as Guests.
- 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 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
  - 3.4.6 taking decisions on questions concerning membership and Counsellors' status excluding those covered by Article 7 of the Statutes and Articles 1.4.2 and 10.3.2 of the Rules of Procedure;
  - 3.4.7 appointment, dismissal and extension of the term of office of the Director-General;
  - 3.4.8 setting the membership contributions and fees 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 the auditor's 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;
  - 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 Groups;

- 3.4.17 taking decisions on the approval of draft standards and other deliverables submitted to it through the Director-General, except those elaborated in response to a Standardisation Request (SReq);
- 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 below;
- 3.4.19 taking decisions relating to the intermediate stages in the preparation of draft standards and other deliverables referred to it by Technical Groups concerning matters which they have been unable to resolve, except those elaborated in response to an SReq;
- 3.4.20 deciding upon disputes arising from the application of the Rules of Procedure;
- 3.4.21 resolving disputes between the Technical Groups;
- 3.4.22 acting as a body of appeal from members on procedural matters arising at lower levels, as stipulated in the Statutes and in Articles 22.1 and 22.2 below;
- 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 below;
- 3.4.31 approving the Technical Working Procedures;
- 3.4.32 electing the 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 cessation 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;
- 3.4.37 taking decisions on the creation or cessation of Software Development Groups (SDG), approving their Terms of Reference and reviewing their progress and work;
- 3.4.38 on proposal of the body concerned, approving the Terms of Reference, and the appointment of Chairs, of the NSO Group and the NSB Group.

### **3.5 Meetings of the General Assembly**

- 3.5.1 Ordinary Meetings of the General Assembly shall be held twice a year.
- 3.5.2 At least thirty (30) calendar days before the due date of an Ordinary Meeting of the General Assembly, the ETSI members, Counsellors and the non-ETSI member NSOs shall be given notice by the Director-General on behalf of the General Assembly 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 Meeting of the General Assembly.
- A minimum of fifteen (15) calendar 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 Meetings of the General Assembly shall be held as specified in Article 12.7 of the Statutes.
- 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;
  - NNN: indicates the meeting number;
  - xxx: indicates the document number.
- 3.6.2 Documents for the General Assembly shall be classified as being for Decision, Discussion or Information.
- The General Assembly may take decisions based on a Discussion or 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 or 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 be ten (10) calendar 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.
- Such a decision may be deferred at the request of any member wishing to have 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: Chair and Vice-Chairs 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 Corporate Group or Public Group;
  - for the appointment of one (1) of the Vice-Chair posts, preference should be given to a candidate representing the Users membership category if the Chair is not of the Users category.
- 4.4 Election of a Vice-Chair to the position of 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) calendar days before the date of the meeting of the General Assembly at which an election is to take place.
- Each nomination shall 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 shall 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 below. A secret ballot shall be used in accordance with Article 11.5 below.
- 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 meeting of the General Assembly.
- To ensure transparency, the General Assembly shall be kept informed of any change relevant to this Article.

#### **Article 5: Board**

- 5.1 The Board shall be a body that acts on behalf of the General Assembly between meetings of the General Assembly by exercising those powers and functions that are delegated to it by the General Assembly.
- The "Powers and Functions delegated to the Board" are described further down in the ETSI Directives and they 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 are described in the "Rules of operation for the Board" 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.

When working in response to an SReq, special attention should be given by the General Assembly to the public interest as well as the policy objectives clearly stated in the European Commission's request.

#### **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, and shall hold chief executive authority in all matters, apart from those which are expressly specified in Article 15.2 of the Statutes.

- 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, 14, and 21 and ensuring that the related procedures are implemented;
- 8.3.5 the operation of IT services to support the activities of ETSI;
- 8.3.6 maintaining an up-to-date list of members (including their associated contribution scheme and Class of Contribution) 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, as specified in Article 20 below, apart from those tasks which are explicitly reserved for the NSBG;
- 8.3.9 taking decisions on the creation, extension 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, extension 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 appropriate storage and update of the data of Corporate and Public Groups, including their composition and organizations, in the ETSI membership database (see Points 2.2.1 and 2.2.2 of Annex 2 below);
- 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 ceased, and for which maintenance of its deliverables has not been assigned to any other Technical Group.
- 8.3.14 taking decisions on the creation, extension or cessation of SDGs, approving their Terms of Reference and reviewing their progress and work programmes.

If the Board advises the Director-General that a specific SDG creation, extension or cessation proposal needs additional discussion involving the whole ETSI membership, then the decision should be deferred to the General Assembly.

8.4 All or part of the responsibilities of the Director-General may be temporarily delegated to a substitute nominated by the Director-General.

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 may stand as a candidate.

The election shall take place at the meeting of the General Assembly 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 meeting of the General Assembly 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 below.

The dismissal process shall be initiated by the Chair of the General Assembly at the request of at least twenty (20) eligible voters. A secret ballot shall be used in accordance with Article 11.5 below.

8.7.2 The process to be applied shall be under the responsibility of the Chair of the General Assembly.

8.7.3 If required, the Chair of the General Assembly 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 Chair of the General Assembly shall nominate an existing member of staff to act as Director-General until the next meeting of the General Assembly.

8.8 Resignation of the Director-General

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

#### **Article 9: Secretariat**

9.1 The Director-General shall be assisted 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 Observer members (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 membership contributions and fees shall be annually determined by the General Assembly.

10.3.1 ETSI membership contributions and fees

All provisional membership contributions or fees shall be based on the forecasted budget and the declared position of the member, as at the 30 September of the prior year.

All provisional membership contributions or fees are due in full, on the first day of January.

Membership provisional contributions or fees, as per Article 10.2 above, may be invoiced in several instalments.

Budget execution may result in a budgetary excess or deficit at the time of closing the yearly accounts.

If the excess is lower or equal to 150 k€, then one hundred percent (100%) of the excess will be allocated to the special reserve fund.

In the case of a budgetary excess higher than 150 k€, ten percent (10%) of this excess above the threshold of 150 k€ will be added and reserved for the reinforcement of the Institute's special reserve fund.

All allocations to the special reserve fund through this mechanism will be subject to income taxes. Such a resolution will be submitted to the Spring meeting of the General Assembly that approves the yearly financial statements for definitive adoption.

Any remaining resulting difference between provisional and definitive membership contributions after the above allocation 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 membership contributions of the next year (n+1) for members who continue their membership, in proportion with their contribution to the ETSI annual budget 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.

Membership provisional contributions or fees paid after the 30 April are liable to a five percent (5%) penalty.

Any provisional membership contribution or fee not paid by 1 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 Rules of Procedure Article 1.4.2. Failure to pay is the basis for expulsion.

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

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

As per Article 7 of the Statutes, the conditions for admission to the Institute, and the payment of the membership contributions or fees, shall be governed by the General Assembly.

To be presented for approval at a member online poll, the membership dues shall be settled by the working day prior to the opening of the poll.

The membership dues are set as follow:

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

In the case an applicant member misses the deadline for paying its dues prior to the presentation to a poll, its application is deferred to the subsequent poll and the applicant member remains liable for the membership contribution or fee as due at the date of the initial application.

In the case an applicant member misses twice the deadline for paying its dues prior to its presentation to a poll, its application shall be cancelled.

In the case an application receives an objection during the member online poll, such an application shall be presented to the next Ordinary Meeting of the General Assembly for decision.

The Director-General may authorize provisional participation of applicant members within the Technical Groups, Coordination Groups and Software Development Groups 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 Applicant members submitted for approval to the next Ordinary Meeting of the General Assembly.

In the case an application is objected at the member online poll, continuation of the participation in the technical activity of ETSI may be authorized by the Director-General until submission of the application for decision to the General Assembly.

In the case an application is deferred to the next Ordinary Meeting of the General Assembly and obtains approval, the new member remains liable to the membership contribution or 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, as defined in Point 5 of Annex 1 below.

- 11.1.2 Full members shall have the right to vote on all matters except where Weighted National Voting applies.  
Associate members shall have the right to vote on all matters except where Weighted National Voting applies or where Weighed Individual Voting by Full members applies.

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

- 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 (as defined in Point 5 of Annex 1 below) may be cast only if a Full member of the National Delegation's country in the Administrations category contributes to the ETSI annual budget according to the GDP of the country as specified in Point 2.1 of 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 as specified in Article 3.4.11 above;
- disputes arising from the application of the Rules of Procedure as specified in Article 3.4.3 above;
- adoption and withdrawal of European Standards (except those elaborated in response to a Standardisation Request) as specified in Articles 13 and 21 below);
- amendments to the Statutes and the Rules of Procedure including their Annexes as specified in 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 (i.e. individual or the one (1) Full member representing a Corporate Group or Public Group), with the weightings as given in Annex 2 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, excluding any SReq-related matters;
- 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 by Full and Associate members

Weighted Individual Voting by Full and Associate members (i.e. the individual or the one (1) Full or Associate member representing a Corporate Group or Public Group), with the weightings as given in Annex 2 below, shall apply in all cases other than those listed in 11.2.1 and 11.2.2 above.

11.3 When voting under the procedures stipulated above in Articles 11.2.2 and 11.2.3, only the vote of one (1) member organization in the Corporate Group or Public Group shall be considered. If more than one (1) member organization from the same Corporate or Public Group cast a vote, only the last such vote cast shall count.

When voting under the procedures stipulated above in Articles 11.2.1, 11.2.2 and 11.2.3, 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 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 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 Finance Committee, Technical Groups, Software Development Groups, Coordination Groups initiated by ETSI, NSO Group and NSB Group;
- 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 above shall consist of at least forty percent (40%) of the total number of weighted votes of Full members (individual or the one (1) Full member representing a Corporate Group or Public Group), specified in Annex 2 below.

For the procedure described in Article 11.2.1, an additional quorum shall be met, consisting of at least fifty percent (50%) of the total number of weighted votes of National Delegations specified in Annex 3 below.

12.2 The required minimum number of votes cast including explicit abstentions, for a vote taken by correspondence under the provisions of Articles 13.5 and 21.5 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 call for voting.

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

12.3 Any Full or Associate member (individual or the one (1) Full or Associate member representing a Corporate Group or Public Group), 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 Full or Associate member (individual or the one (1) Full or Associate member representing a Corporate Group or Public Group) may cast more than three (3) proxy votes in a single decision.

## Article 13: Elaboration of European Standards (except those in response to an SReq)

13.1 Principles

ETSI may elaborate European Standards on proposal from at least four (4) Full and/or Associate members in accordance with the provisions of the present Article and those of Clause 2.2.1 of the Technical Working Procedures.

These ENs shall be adopted by the eligible National Standards Organizations through the ETSI EN Approval Process (ENAP) as specified in Article 13.2 below.

NOTE: the eligible NSOs are the members of the NSO Group, as defined in Point 5 of Annex 1 below, from countries where one (1) organization in the ETSI member category Administrations is contributing to the ETSI budget according to the GDP of the country.

13.2 ENAP – EN Approval Process

13.2.1 Participation to the ENAP

Participation to the ENAP shall be restricted to the Annex III Organisations and to the NSO Group members, as defined in Point 5 of Annex 1 below.

The NSOG members are responsible for the functions listed in the ETSI-NSO Agreement, such as:

- 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, except those in response to an SReq (see Article 13.5 below);
- the national transposition of those ENs referred to above (see Article 13.7.1 below); and
- the national withdrawal of those ENs referred to above (see Article 13.7.2 below).

Each National Delegation wishing to contribute to the ENAP shall have informed in writing the Director-General, and the relevant Counsellors, of the recognized NSO(s) having the exclusive responsibility for carrying out the above functions according to their respective rules.



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.

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.

### 13.2.2 Commenting during the ENAP

Comments may be submitted by the NSOG members and by the Annex III Organisations.

### 13.2.3 Voting during the ENAP

The vote of an NSOG member on adoption or withdrawal of a European Standard may be cast only if an ETSI member in the Administrations category contributes to the ETSI budget according to the GDP of the country as specified in Annex 2.1 below.

## 13.3 Standstill

### 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 standardisation activity which could prejudice the preparation of an EN and, for the NSOs, not to publish a new or revised standard which is not completely in line with an existing EN.

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

### 13.3.2 General provisions

Standstill shall start sixty (60) calendar days after the adoption of a new WI intended to result in an EN, or at the start of the drafting of an EN, 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.

Any ETSI member or NSO shall be entitled to request a review of a Standstill on a particular WI.

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 already in existence.

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

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

- 1) change an existing national standard;
- 2) publish a new national standard;
- 3) adopt a draft EN as a national standard;
- 4) take any other action nationally which might prejudice the harmonization intended.

The General Assembly shall deliver a decision as rapidly as possible and in any case, not later than six (6) months from the date of receipt of the NSO's request.

#### 13.4 Public Enquiry

Before a draft EN is submitted for adoption, a Public Enquiry shall have been carried out by the NSOG members.

The administration of the Public Enquiry within ETSI shall be the responsibility of the Director-General.

Any comments received from the NSOG members and the Annex III Organisations 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 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 Chair of the General Assembly decides that the vote is to be taken at a meeting of the General Assembly announced at least thirty (30) calendar days beforehand.

Where the vote is taken online, the vote is cast by the voting contact of the eligible NSOG member.

Where the vote is taken at a meeting of the General Assembly, the vote is cast by the Head of National Delegation after consultation with its NSO representative in accordance with the Article 13.2 above.

13.5.3 When the vote to adopt or withdraw an EN has taken place, the votes of the EU and EFTA countries shall be counted and interpreted as per Article 11.3 above.

When the result of the votes cast by the EU and EFTA countries is successful, the EN shall be adopted or withdrawn in the EU and EFTA countries, and in the non-EU and EFTA countries having voted in favour.

#### 13.6 Withdrawal Procedure

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

##### 13.7.2 National withdrawal

When an EN 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 as stipulated in the Technical Working Procedures.

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 group of ETSI, including Board and OCG, shall be English.

The ETSI deliverables shall be adopted and published in English. However, once an EN has been adopted 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 (see Articles 22.1 and 22.2 below), 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 purpose 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.

### **Article 20: Standardisation Requests (SReqs)**

#### **20.1 General Principles**

An SReq is a request to draw up and adopt European Standards or European standardisation deliverables in support of European policies and legislation.

Draft SReqs are drawn up by the EC through a process of consultation with a wide group of interested parties including social partners, consumers, small and medium-sized enterprises (SME), industry associations, recognized European Standardisation Organisations (ESOs) and EU countries.

#### **20.2 Participation to the Standardisation Request drafting process**

During the drafting by the EC of a new SReq of interest to ETSI, it is expected that the EC consults and involves ETSI in the process to comment and/or propose modifications to the working draft SReq text. Likewise, ETSI will engage its appropriate Technical Group(s), the NSB Group (NSBG), the NSO Group (NSOG) and the Annex III Organisations that are defined in Point 5 of Annex 1 below.

The EC is also expected to invite ETSI, which will in turn engage its appropriate Technical Group(s), the NSBG, the NSOG and the Annex III Organisations, to contribute to the evaluation of the comments and their possible transposition in revisions of the working draft SReq text.

Upon completion of the EC internal consultation and translation processes of the working draft SReq, and before its submission to the Committee on Standards (CoS) for approval, the EC is expected to notify ETSI, which will in turn notify its appropriate Technical Group(s), the NSBG, the NSOG and the Annex III Organisations.

### **20.3 Handling of the Standardisation Request received by ETSI**

Upon receipt by ETSI of the final SReq approved by the EC, the Director-General shall submit it to its appropriate Technical Group(s), the NSBG, the NSOG, the Annex III Organisations, the OCG and the Board.

In case any cooperation between ETSI and CEN and/or CENELEC is needed, the respective secretariats will help coordinate such cooperation under the relevant mode of the Basic Cooperation Agreement.

#### **20.3.1 Examination of the Standardisation Request**

The examination of the SReq shall be performed, within fifteen (15) calendar days, by the ETSI appropriate Technical Group(s), in collaboration with the NSBG, the NSOG, and the Annex III Organisations.

The conclusions shall be immediately communicated by the Chair of the appropriate Technical Group(s) to the Director-General.

Upon receipt of the conclusions of the examination, the Director-General shall immediately disseminate them to the NSBG, the NSOG, the Annex III Organisations, the OCG and the Board.

#### **20.3.2 Consultation of the OCG and Board**

Upon receipt of the SReq examination conclusions, the OCG and Board shall discuss the terms of the SReq and submit their questions and comments, if any, to the Director-General within ten (10) calendar days.

Upon receipt of the outcome of the OCG and Board consultation, the Director-General shall immediately disseminate it to its appropriate Technical Group(s), the NSBG, the NSOG and the Annex III Organisations.

#### **20.3.3 Voting of the National Standardisation Bodies**

Upon receipt of the official SReq, each NSBG member should be able to express the national position to accept or reject the SReq through a twenty-five (25) calendar days Weighted National Voting procedure organized by the Director-General. This voting procedure shall be ruled by the principles described in Article 21.5 below.

Upon closing of the voting procedure of the NSBG members, the Director-General shall immediately disseminate the results of the vote to the appropriate Technical Group(s), the NSBG, the NSOG, the Annex III Organisations, and the OCG and Board.

#### **20.3.4 Acceptance of the Standardisation Request**

Within thirty (30) calendar days following the reception by ETSI of the official SReq, the Director-General, in the name of ETSI, shall notify the EC and EFTA, the appropriate Technical Group(s), the NSBG, the NSOG, the Annex III Organisations and the whole ETSI membership about the decision of the NSBG to accept or reject the SReq.

### **20.4 Adoption of the Work Items identified in the Standardisation Request**

Upon receipt of the Work Item(s) identified in the Standardisation Request (WISR) and created by the responsible Technical Group, each member of the NSBG should be able to express the national position to adopt or reject the proposed WISR through a consultation organized by the Director-General, as specified in the Technical Working Procedures.

## **Article 21: Elaboration of European Standards and European standardisation deliverables in response to SReqs**

### **21.1 General principles**

ETSI may elaborate European Standards and European standardisation deliverables in response to Standardisation Requests to support the European legislation or policies, in accordance with the amended Regulation (EU) No 1025/2012.

The above deliverables shall be adopted by the eligible members of the NSBG throughout the ETSI Standardisation Request deliverables Approval Process (SRdAP) and in accordance with the provisions of the present Article, and those of Clause 2.2.2 of the Technical Working Procedures.

## **21.2 SRdAP - Standardisation Request deliverables Approval Process**

### **21.2.1 Participation to the SRdAP**

Participation to the SRdAP shall be possible for the Annex III Organisations, and for the NSO Group (NSOG), as defined in Point 5 of Annex 1 below.

The NSOG members have the responsibility of functions listed in the ETSI-NSO Agreement related to the SRdAP, such as:

- the Standstill (see Article 21.3 below);
- the Public Enquiry (see Article 21.4 below);
- the national transposition (see Article 21.7.1 below);
- the national withdrawal (see Article 21.7.2 below);

The NSBG members have additionally the exclusive responsibility of the functions listed below:

- the establishment of the national position for the vote for acceptance or rejection of an SReq (see Article 20.3 above);
- the establishment of the national position for the vote for approval or rejection of new Work Items (WISR) created by ETSI in response to an SReq (see Article 20.4 above);
- the establishment of the national position for the vote for adoption or withdrawal of European Standards and European standardisation deliverables (see Article 21.5 below).

Each National Delegation wishing to contribute to the SRdAP shall have informed in writing the Director-General, and the relevant Counsellors, of the NSO(s) and recognized NSB(s) having the exclusive responsibility for carrying out the above functions according to their respective rules.

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

When a country is represented by more than one (1) NSB, any of the eligible NSB 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 eligible NSBs of the same country prior to the closure of the vote.

### **21.2.2 Commenting during the SRdAP**

Comments may be submitted by the NSOG members and by the Annex III Organisations.

### **21.2.3 Voting during the SRdAP**

The vote of an NSBG member on adoption or withdrawal of a European Standards or European standardisation deliverable may be cast only if an ETSI member in the Administrations category contributes to the ETSI budget according to the GDP of the country as specified in Annex 2.1 below.

## **21.3 Standstill**

### **21.3.1 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 standardisation activity which could prejudice the preparation of a European Standard or European standardisation deliverable and, for the NSOs, not to publish a new or revised standard which is not completely in line with an existing European Standard or European standardisation deliverable.

Standstill applies to any individual WISR leading to a European Standard or European standardisation deliverable, with a precise scope and target date. Standstill does not apply to areas or programmes of work as such.

### 21.3.2 General provisions

Standstill shall start sixty (60) calendar days after the adoption of a new WISR intended to result in a European Standard or European standardisation deliverable, or at the start of the drafting of a European Standard or European standardisation deliverable, 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 European Standard or European standardisation deliverable. Any ETSI member or NSO shall be entitled to request a review of a Standstill on a particular WISR.

Standstill is not infringed by:

- the publication by an NSO, within three (3) months of the start of Standstill, of a national standard which that NSO has already adopted;
- 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 European Standard or European standardisation deliverable already in existence.

In the above cases, the NSO shall be committed to aligning the national standard with any eventual European Standard or European standardisation deliverable.

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:

- change an existing national standard;
- publish a new national standard;
- adopt a draft European Standard or European standardisation deliverable as a national standard;
- 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.

### 21.4 Public Enquiry

Before a draft European Standard or European standardisation deliverable is submitted for adoption, a Public Enquiry shall have been carried out by the NSOG members.

The administration of the Public Enquiry within ETSI shall be the responsibility of the Director-General. Any comments received from the NSOG members and the Annex III Organisations during the time set shall be given due consideration by ETSI.

### 21.5 Weighted National Voting

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

Any draft European Standard or European standardisation deliverable 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 21.2 above.

### 21.6 Withdrawal Procedure

A European Standard, a European standardisation deliverable or a Harmonised Standard<sup>1</sup> may be withdrawn by applying the Weighted National Voting procedure as described in Article 21.5 above.

## **21.7 National transposition and National withdrawal**

### **21.7.1 National transposition**

The NSOs shall take measures to ensure the visibility of European Standards and European standardisation deliverables 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 European Standard or European standardisation deliverable 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.

A European Standard or a European standardisation deliverable thus published or endorsed shall have the status of national standard.

### **21.7.2 National withdrawal**

When a European Standard or European standardisation deliverable 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.

## **Article 22: Escalation Procedures**

### **22.1 General Assembly**

As per Articles 13.4 and 14.3 of the Statutes, all ETSI members shall have the right to appeal to the General Assembly against any decision, including the process of decision-making, taken by the Board or at the level of the Technical Organization, Special Committees, Industry Specification Groups, Coordination Groups initiated by ETSI and Software Development Groups.

Such an appeal shall be initiated by contacting the Chair of the General Assembly, and/or by submitting a written contribution to an upcoming meeting of the General Assembly, with at least a clear description of the issue caused by the controversial decision(s) and/or related process(es).

### **22.2 Board**

As per Article 14.3 of the Statutes, all ETSI members shall have the right to appeal to the Board against any decision, including the process of decision-making, taken at the level of the Technical Organization, those Special Committees under the responsibility of the Board, and Coordination Groups initiated by ETSI.

Such an appeal shall be initiated by contacting the Chair of the Board, and/or by submitting a written contribution to an upcoming meeting of the Board, with at least a clear description of the issue caused by the controversial decision(s) and/or related process(es).

### **22.3 Director-General**

All ETSI members shall have the right to inform the Director-General of perceived misconduct of ETSI staff.

The Director-General shall in such case investigate the reported incident and provide the person who reported and, if the incident happened within the Technical Organisation, an Industry Specification

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<sup>1</sup> [See Definitions in Chapter 1, Article 2 \(1\) \(c\) of Regulation \(EU\) No 1025/2012](#)



Group or a Software Development Group, the leadership of the group in which the incident happened with a report on the result of the investigation.

The ETSI staff shall have the right to inform the Director-General of perceived misconduct of ETSI delegates.

The Director-General shall in such case investigate the reported incident and provide the person who reported and, if the incident happened within the Technical Organisation, an Industry Specification Group or a Software Development Group, the leadership of the group in which the incident happened with a report on the result of the investigation.

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## ANNEX 1: Definitions

### 1. Member Categories

**Administrations:** Generically an Administration refers to the government system and its functions. For the purposes of the present Rules of Procedure it refers to the specific department, agency or organization tasked by their government that contributes to the ETSI budget according to the latest available figure of the GDP of their country as specified in Annex 2 of the RoP. This paying organization is usually the department leading on electronic communications and digital technical standards for the government.

**Consultancy Companies/Partnerships:** Legally established entities that provide professional expertise in relation to electronics communications and related areas. An association or organization of such Consultancy Companies/Partnerships also falls within this category.

**Manufacturers:** Companies developing and/or producing and/or installing and/or maintaining 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.

**National Standards Organizations:** Organizations 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. These organizations are recognized by their governments as being authorized to make those standards available to the public at the national level.

**Network Operators:** Operators of an electronics communications network or part thereof. An association or organization of such Network Operators also falls within this category.

**Other Governmental Bodies:** Central government departments, local government departments, public institutions, public authorities (agencies, corporations etc.) that function separately from the department that pays the Administrations membership.

**Research Bodies:** Establishment performing research related to electronics communications and related areas. A Public Research Body is a not-for-profit research organization whose majority ownership is within the public sector.

**Service Providers:** Companies providing service(s) on a commercial basis to third parties. An association or organization of such Service Providers also falls within this category.

**Universities:** Institutions for higher education or postgraduate training having the legal power to award first and/or higher degrees. An association or organization of Universities also falls within this category.

**Users:** Organizations 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. Membership types

**Micro-Enterprise (ME):** An organization, company or partnership that satisfies the EU definition of an ME<sup>2</sup>.

**Small and Medium-sized Enterprise (SME):** An organization, company or partnership that satisfies the EU definition of an SME<sup>3</sup>.

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<sup>2</sup> <https://eur-lex.europa.eu/EN/legal-content/summary/micro-small-and-medium-sized-enterprises-definition-and-scope.html>

<sup>3</sup> [https://single-market-economy.ec.europa.eu/smes/sme-definition\\_en](https://single-market-economy.ec.europa.eu/smes/sme-definition_en)

### 3. Groups

The following definitions are those established by ETSI for the sole purpose of describing a Corporate Group or a Public Group in the context of ETSI and determining the contribution to the ETSI annual budget based on the ECRT or the GDP.

**Additional Member:** Any Full or Associate member part of a Corporate Group or a Public Group and financially contributing an Administrative Fee to the ETSI annual budget.

**Corporate Group:** A group of all ETSI Full and Associate member organizations belonging to the same Group of Companies. A Corporate Group is composed of at least one (1) Full or Associate member organization. One (1) of the Full or Associate member(s) of the Corporate Group shall financially contribute to the ETSI annual budget according to Point 2.2 of Annex 2 of the Rules of Procedure.

**Group Contact:** The identified contact of an ETSI member organization belonging to a Corporate Group or a Public Group and identified as referent for the Group. The Group Contact may belong to the Parent Company, in the case of a Corporate Group, or to the Administration, in the case of a Public Group, or to any other member of the Group.

**Group of Companies:** An economic entity composed of distinct legal entities consolidated in the financial statements of the said economic entity. One of the legal entities is the Parent Company and the others are the Subsidiaries. A Group of Companies is composed of more than one (1) legal entity.

**Individual Member:** Any Full or Associate member not part of a Corporate Group or a Public Group.

**Parent Company:** The ultimate operational controlling legal entity of Subsidiary(ies) within a Group of Companies. The Parent Company may or may not be an ETSI member.

**Public Group:** A Group of ETSI Full and Associate member organizations, in the membership categories Administrations and Other Governmental Bodies (OGB), belonging to the same country. The OGBs included in a Public Group are those designated by the Administration of the country as Additional Members. One (1) of the members of the Public Group shall financially contribute to the ETSI annual budget according to Point 2.1 of Annex 2 of the Rules of Procedure.

**Subsidiary:** A legal entity consolidated in the financial statements of a Group of Companies.

### 4. Financials

**Administrative Fee:** The flat financial contribution to the ETSI annual budget to be paid by a Full or Associate Additional Member of a Corporate Group or a Public Group.

**Class of Contribution:** The class to which Full or Associate members belong according to their annual GDP, ECRT, category or type and as determined by the contribution schemes set out in Point 3 of Annex 2 below. A membership contribution or fee to be annually paid is associated to each Class of Contribution.

**Electronics Communications Related Turnover (ECRT):** The worldwide turnover generated by all the Full or Associate member's products and services related to Article 2 and Article 3 in the Statutes.

**Gross Domestic Product (GDP)<sup>4</sup>:** The sum of gross value added by all resident producers in the economy plus any product taxes and minus any subsidies not included in the value of the products.

**Membership Contribution:** The financial contribution to the ETSI annual budget to be paid by a Full or Associate member.

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<sup>4</sup> Definition of the World Bank available from <https://datacatalog.worldbank.org>

## 5. Others

**3SI Advocate:** The person nominated by the Annex III Organisations to support the joint interest of their representatives and experts within ETSI.

**Annex III Organisations:** The European stakeholder organisations defined in the Annex III of the amended Regulation (EU) No 1025/2012.

**Consensus:** A 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. Consensus need not imply unanimity.

**Counsellors:** The European Commission (EC) and the secretariat of the European Free Trade Association (EFTA).

**Head of National Delegation:** The person appointed by a National Delegation, and notified to the Director-General, to hold the role. The Head of National Delegation shall be appointed amongst the representatives of the organizations forming the National Delegation.

**National Delegation:** The group formed by representatives of Full member organizations registered in the same country.

**National Standardisation Body:** A National Standards Organization which is listed by the EC in the OJEU.

**NSB Group (NSBG):** the ETSI decision-making body composed of the National Standardisation Bodies. The NSB Group is composed of a subset of the NSO Group.

**NSO Group (NSOG):** the ETSI decision-making body composed of the National Standards Organizations, from CEPT countries, which have signed the ETSI-NSO Agreement.

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## ANNEX 2: Contributions to the ETSI Budget

### 1. General Principles

The contribution to the ETSI budget to be paid by an ETSI member as required by Article 10 of the Rules of Procedure is determined annually by the General Assembly according to the contribution scheme applicable to its membership status, category and/or organization type (see definitions in Annex 1 above).

In accordance with Article 10.3 of the Rules of Procedure, and to ensure a correct application of the appropriate contribution scheme, each Full or Associate member shall declare or confirm to the Director-General, at least once a year, its current legal and financial situation. Any change to this situation shall be declared to the Director-General without delay.

There are three (3) contribution schemes applicable to the ETSI membership:

- the GDP Contribution Scheme
- the ECRT Contribution Scheme
- the Flat Contribution Scheme

### 2. Contribution schemes and associated voting weights

#### 2.1 GDP Contribution Scheme

The GDP Contribution Scheme shall exclusively apply to the Full and Associate members in the Administrations category.

Any Full or Associate member subject to the GDP Contribution Scheme shall financially contribute to the ETSI annual budget according to the Class of Contribution corresponding to the latest available figure of the GDP of its country and shall be granted the associated voting weight as per the table below.

GDP in 10 <sup>9</sup> EUR	Class of Contribution	Voting Weight
up to 7	1	3
8 to 23	2	4
24 to 40	3	5
41 to 55	4	6
56 to 70	5	8
71 to 135	6	10
136 to 200	7	13
201 to 350	8	16
351 to 500	9	20
501 to 800	10	24
Above 800	11	29

Depending on particular circumstances, the Director-General may adjust downward the Class of Contribution applicable to an Associate member in the Administrations category, subject to the confirmation by the General Assembly.

#### 2.1.1 Public Group

##### 2.1.1.1 General Principles

A Public Group is composed of the Administration of a country and one (1) or several Other Governmental Bodies (OGB), all from the same country.

The Full or Associate member in the Administrations category from a given country shall be considered by ETSI as the primary member of the Public Group in that country.

This Administration shall identify a Group Contact and communicate it to the Director-General.

Any OGB, be it a Full or an Associate member, registered in the same country as the Public Group, may form part or not of the Public Group.

It is the responsibility of the Group Contact to validate which OGB(s) belong(s) to the Public Group.

The Director-General will check with the Group Contact the belonging of the OGB to the Administration's Public Group.

Those OGBs which belong to a Public Group will be identified as Additional Members of this Public Group. Those OGBs not belonging to a Public Group will be considered as Individual Members.

A Public Group will be associated the voting weight of the Administration of the Group.

#### 2.1.1.2 Membership of a Public Group

The Administration shall be subject to the GDP Contribution Scheme specified in Point 2.1 above and shall be granted the voting weight associated to its Class of Contribution.

The Additional Member(s) shall be subject to the Flat Contribution Scheme specified in Point 2.3 below and may carry the voting weight associated to the Public Group.

When participating in a Weighted Individual Voting procedure, any member of a Public Group may cast a vote with the weight associated to the Public Group. Only one (1) vote per Public Group and per Weighted Individual Voting procedure shall count.

It is the responsibility of the Group Contact to designate which member of the Public Group may cast a vote in the name of the Group.

When no member of a Public Group has been designated by the Group Contact to cast a vote, any member of the Public Group may cast a vote in the name of the Group, but only the last vote cast shall count.

#### 2.2 ECRT Contribution Scheme

The ECRT Contribution Scheme shall apply to the Full and Associate members in the following membership categories:

- Network Operators;
- Manufacturers;
- Users;
- Service Providers;
- Private Research Bodies;
- Consultancy Companies/Partnerships;
- Others.

Any Full or Associate member subject to the ECRT Contribution Scheme shall financially contribute to the ETSI annual budget according to the Class of Contribution corresponding to either:

- its latest ECRT, in the case of an Individual Membership as specified in Point 2.2.1 below, or
- the latest ECRT of the Group of Companies it belongs to, in the case of a Corporate Group membership as specified in Point 2.2.2 below.

In both cases, the Full or Associate member shall be granted the voting weight corresponding to its Class of Contribution as per the table below:

ECRT in 10 <sup>6</sup> EUR	Class of Contribution	Voting Weight
Up to 135	2	4
136 to 200	3	5
201 to 450	4	6
451 to 700	5	8
701 to 1 350	6	10
1 351 to 2 000	7	13
2 001 to 3 500	8	16
3 501 to 5 000	9	20
5 001 to 8 000	10	24
above 8 000	11	29

In the case where the latest ECRT of an Individual Member or a Group of Companies cannot be determined from available information, that member or Group of Companies shall be invited to find an agreement with the Director-General on the appropriate Class of Contribution.

If a Full or Associate member or a Group of Companies is not able to declare its latest ECRT and/or is not willing to agree with the Director-General on the appropriate Class of Contribution, the Director-General shall submit the issue to the General Assembly for resolution. In case of an applicant member, the application shall be put on hold until resolution of the issue by the General Assembly.

### **2.2.1 Individual Membership**

When an ETSI Full or Associate member, subject to the ECRT Contribution Scheme, is not part of a Group of Companies it shall financially contribute to the ETSI annual budget according to the Class of Contribution corresponding to its latest ECRT and shall be granted the associated voting weight as per the table above.

### **2.2.2 Corporate Group**

#### **2.2.2.1 General Principles**

Any Full or Associate member being part of a Group of Companies shall declare it to the Director-General and shall consequently be assigned to the corresponding Corporate Group.

A Group Contact shall be identified by the Group of Companies and communicated to the Director-General.

There can only be one (1) Corporate Group per Group of Companies.

A Corporate Group may be composed of either a unique membership or a multiple membership.

A Corporate Group will be associated the voting weight of the member financially contributing to the ETSI budget according to the ECRT of the Group of Companies.

#### **2.2.2.2 Unique membership**

When a Corporate Group is composed of a unique membership, that Full or Associate member shall be subject to the ECRT Contribution Scheme specified in Point 2.2 above and shall financially contribute to the ETSI annual budget according to the worldwide ECRT generated by its Group of Companies excluding the ECRT relating to transactions between companies of the same group (sometimes known as intra-company trading).

#### **2.2.2.3 Multiple membership**

When a Corporate Group is composed of a multiple membership, it is the responsibility of the Group Contact to decide which member of the Corporate Group will financially contribute to the ETSI annual budget according to the worldwide ECRT generated by the entire Group of Companies, excluding the ECRT relating to transactions between companies of the same group (sometimes known as intra-company trading).

The other Full or Associate member(s) of the Corporate Group will be considered as Additional Member(s) and shall be subject to the Flat Contribution Scheme specified in Point 2.3 below.

During a vote, each of them may carry the voting weight associated to the Corporate Group.

When participating in a Weighted Individual Voting procedure, any member of a Corporate Group may cast a vote with the weight associated to the Corporate Group it belongs to.

It is the responsibility of the Group Contact to designate which member of the Corporate Group may cast a vote in the name of its Corporate Group.

When no member of a Corporate Group has been designated by the Group Contact, any member of the Corporate Group may cast a vote, but only the last vote cast shall count.

Any change to the composition of the Corporate Group and related financial contributions to the ETSI annual budget shall be communicated by the Group Contact to the Director-General without undue delay.

### **2.3 Flat Contribution Scheme**

The Flat Contribution Scheme shall apply to the Full and Associate members in the following

membership categories:

- National Standards Organizations
- Other Governmental Bodies Individual Members
- Public Research Bodies
- Universities
- Users not-for-profit Associations

and membership types:

- Associations
- Micro-Enterprises
- Small and Medium-sized Enterprises

Any Full or Associate member subject to the Flat Contribution Scheme shall financially contribute to the ETSI annual budget according to the flat fee corresponding to its membership category or type and shall be assigned the Class of Contribution and voting weight specified in the table below.

When participating in a Weighted Individual Voting procedure, any member subject to the Flat Contribution Scheme above may cast a vote with the weight associated to its Class of Contribution.

The values of the flat fees of type A, B and C below are annually determined by the General Assembly.

Full and Associate members	Flat Fee	Class of Contribution	Voting Weight
Micro-Enterprises	A	1	3
Public Research Bodies	B		
Universities			
Users not-for-profit Associations			
Associations	C		
National Standards Organizations			
Other Governmental Bodies Individual Members			
Small and Medium-sized Enterprises			

A Full or Associate member wishing to participate in an ETSI Partnership Project may be required to financially contribute to the ETSI budget by paying a flat fee as determined annually by the General Assembly.

An Observer member shall financially contribute to the ETSI budget by paying a flat fee as determined annually by the General Assembly.

A Group Additional Member shall financially contribute to the ETSI budget by paying an Administrative Fee as determined annually by the General Assembly.

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**ANNEX 3: Weighted National Votes**

The allocation of weightings to the votes of National Delegations and National Standards Organizations, including National Standardisation Bodies, shall be as given below:

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

When a National Delegation, or a National Standards Organization entitled to vote, is missing in the present Annex, the Director-General shall inform the Chair of the General Assembly who shall consult the concerned Full member(s) as to the size of the weighting to be allocated to the national votes.

The Chair shall then obtain the views of the other National Delegations and 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 submit a contribution for decision to a Specially Convened Meeting of the General Assembly for an allocation of weighting to the concerned National Delegation, and for a consequential amendment to this Annex.

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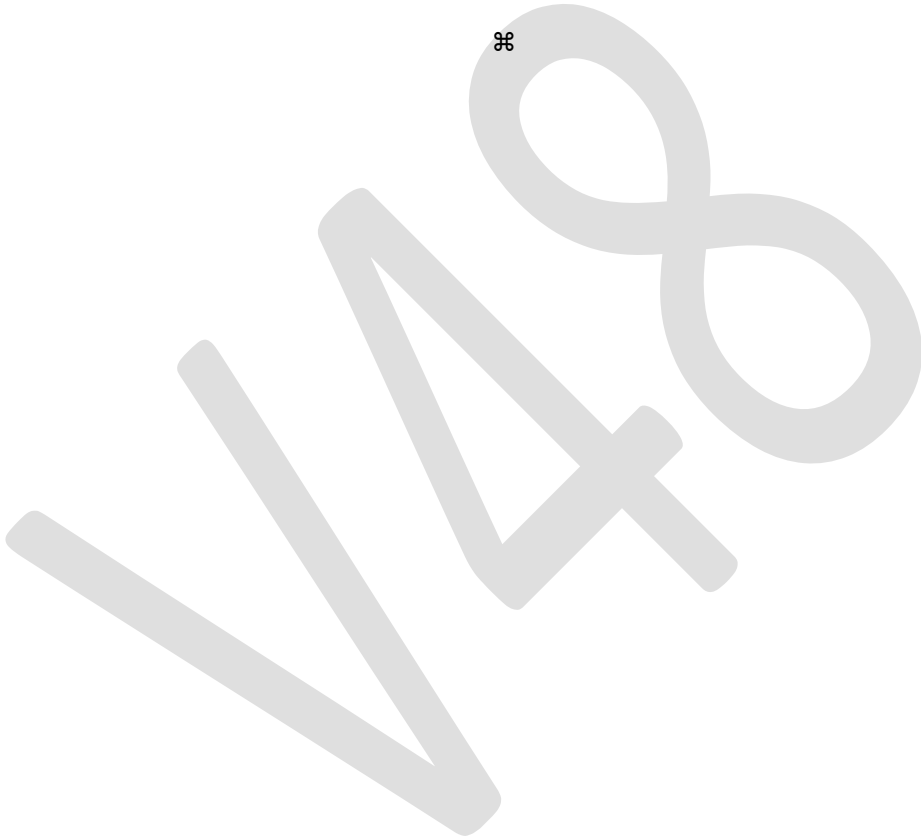
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**ANNEX 4: Void**

**ANNEX 5: List of abbreviations**

CA	Cooperation Agreement
CEN	Comité Européen de Normalisation European Committee for Standardization
CENELEC	Comité Européen de Normalisation Electrotechnique European Committee for Electrotechnical Standardization
CEPT	Conférence Européenne des administrations des Postes et des Télécommunications European Conference of Postal and Telecommunications administrations
CG	Coordination Group
CoS	Committee on Standards
CTR	Common Technical Regulation
D-G	ETSI Director-General
EBU/UER	European Broadcasting Union Union Européenne de Radio-Télévision
EC/CE	European Commission / Commission Européenne
ECRT	Electronics Communications Related Turnover
EEA	European Economic Area
EFTA/AELE	European Free Trade Association Association Européenne de Libre Echange
EG	ETSI Guide
EN	Europäische Norm / European Standard / Norme Européenne
ENAP	EN Approval Process
EP	ETSI Project
EPP	ETSI Partnership Project
ES	ETSI Standard
ESO	European Standardisation Organisation
ETS	European Telecommunications Standard (previous nomenclature)
ETSI	European Telecommunications Standards Institute
FC	Finance Committee
FWP	Funded Work Programme
GA	ETSI General Assembly
GDP	Gross Domestic Product
GR	Group Report
GS	Group Specification
hEN	Harmonised Standard
HND	Head of National Delegation
IPR	Intellectual Property Rights
ICT	Information and Communications Technology
I-ETS	Interim European Telecommunications Standard (previous nomenclature)
IEC	International Electrotechnical Commission
ISG	Industry Specification Group
ISO	International Organization for Standardization
ISO/IEC JTC1	ISO/IEC Joint Technical Committee 1
ITU	International Telecommunication Union Union Internationale des Télécommunications
LoI	Letter of Intent
ME	Micro-Enterprise
MoU	Memorandum of Understanding
NET	Norme Européenne de Télécommunications (TRAC) (previous nomenclature)
NSB	National Standardisation Body
NSBG	NSB Group
NSO	National Standards Organization
NSOG	NSO Group
OCG	Operational Coordination Group
OGB	Other Governmental Body
OM	Ordinary Meeting

SC	Special Committee
SCM	Specially Convened Meeting
SDG	Software Development Group
SME	Small and Medium-sized Enterprise
SR	Special Report
SRdAP	Standardisation Request deliverables Approval Process
SReq	Standardisation Request
STF	Specialist Task Force
TB	Technical Body
TBR	Technical Basis for Regulation (previous nomenclature)
TC	Technical Committee
TR	Technical Report
TS	Technical Specification
TTF	Testing Task Force
WI	Work Item created on proposal from Full and Associate members
WISR	Work Item created in response to a Standardisation Request



## **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 flowcharts;

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

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**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.

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## 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 Licensing Declaration Annex

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

- The Declarant and/or its AFFILIATES are unwilling to grant irrevocable licences under the IPR(s) disclosed in the attached IPR Information Statement Annex on terms and conditions which are in accordance with Clause 6.1 of the ETSI IPR Policy.
- The Declarant and/or its AFFILIATES are unable to grant irrevocable licences under the IPR(s) disclosed in the attached IPR Information Statement Annex on terms and conditions which are in accordance with Clause 6.1 of the ETSI IPR Policy, because
  - the Declarant and/or its AFFILIATES are not the proprietor of the IPR(s) disclosed in the attached IPR Information Statement Annex,
  - the Declarant and/or its AFFILIATES do not have the ability to licence the IPR(s) disclosed in the attached IPR Information Statement Annex on terms and conditions which are in accordance with Clause 6.1 of the ETSI IPR Policy. In this case, please provide Contact information of those who may have this ability:  
Legal Name: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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



## **ANNEX 7: Rules of operation for the Board**

### **1 Board membership and attendance**

The Board shall comprise elected, and ex-officio non-voting, members.

The Chair of the General Assembly, the Chair of the Finance Committee, the Chair of the NSB Group, the 3SI Advocate and the Director-General shall be ex-officio non-voting members of the Board.

Elected Board members may not send replacements.

The Counsellors shall have the right to participate in Board meetings, without the right to vote.

The Chair of the Board may invite Guests to participate in Board meetings for particular agenda items, with no right to vote.

### **2 Nomination and election of Board members**

The Director-General shall invite Full and Associate members to submit nominations at least two (2) months before an election.

The list of candidates shall be announced thirty (30) calendar 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, a Corporate Group or a Public Group, shall not support more than one (1) candidate.

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

Weighted Individual Voting shall apply.

Each Full or Associate member (individual or the one (1) Full or Associate member representing a Corporate Group or Public Group) may use as many votes as its individual weight and may split the votes on as many candidates as it has votes.

The General Assembly shall define the number of candidates, between 15 and 30, to be elected based on the highest number of votes cast for them.

If the members thus elected do not fill the reserved seats, additional Board members from the remaining candidates will be chosen according to the rules defined by the General Assembly for the reserved seats.

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.

### **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 Articles 11.5 and 11.6 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 Article.

A Board member who loses support from a Full member and expresses the wish to further participate in the work of the Board will be given a three (3)-month transition period to find new support from a 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 a 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 Full member, or the grouping of all those belonging to the same Corporate Group or Public Group, to provide support to more than one (1) Board member.

## **7 Chair of the Board**

One (1) of the elected Board members shall be appointed by the General Assembly as Chair of the Board for the mandate period while complying with the following limits:

- the Chair may be appointed for up to two (2) consecutive terms of office;
- the Chair may be authorized by the General Assembly to apply for more than two (2) consecutive terms of office provided the incumbent obtains seventy one percent (71%) of the votes cast during a secret Weighted Individual Voting procedure performed in accordance with Articles 11.2.3 and 11.6 of the Rules of Procedure;
- a Chair who has reached the maximum number of consecutive terms permitted, may apply for a potential new series of terms of office only after a gap of at least one (1) term;
- the above limits concerning the number of consecutive terms of office shall apply to both the appointed person and the member organization, or the grouping of all those organizations belonging to the same Corporate Group or Public Group, supporting the person.

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# GUIDE ON INTELLECTUAL PROPERTY RIGHTS

## 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.

	<b>Obligations</b>	<b>Rights</b>
<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
<b>Third Parties</b>	<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 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 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 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.

##### **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>5</sup> However, as has been explicitly confirmed to you in writing on numerous occasions, this does not mean that we would expect members<sup>6</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

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<sup>5</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>6</sup> whether or not they are participating in the development of a standard.

"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>7</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.

##### 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>8</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).";

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<sup>7</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.

<sup>8</sup> Whether or not they are participating in the development of a standard.

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>9</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>10</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.

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>11</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>12</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>13</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.

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<sup>9</sup> DG COMPETITION letter dated 26 April 2005.

<sup>10</sup> ETSI IPR Policy, section 6.1.

<sup>11</sup> DG COMPETITION letter dated 26 April 2005.

<sup>12</sup> ETSI Guide on Intellectual Property Rights, section 2.3.1.

<sup>13</sup> DG COMPETITION letter dated 29 March 2005.

#### 4.6.3.4 Re the expression "in particular"

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

#### 4.6.3.5 Re the expression "Reasonable Endeavours"

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

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

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

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

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**ANNEX A: Void**

**ANNEX B: Void**

**ANNEX C (normative): 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 recognized 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 favorable 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>14</sup>. A number of implementing Regulations have later been adopted, either by the Council or the European Commission.

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

- 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.

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<sup>14</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.

- 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 defense.

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>15</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.

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<sup>15</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.

**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>16</sup>

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

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<sup>16</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.

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>17</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>17</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.

# ETSI VALUES

## Version adopted by the Extraordinary Meeting of the General Assembly#81a (4 May 2023)

### Introduction

ETSI is an open Standardisation Organisation for stakeholders to come together and collaborate on European and global standards, within the domain of digital and information and communication technologies.

ETSI Full membership is available via a formal presence in a member state of the CEPT.

ETSI's governance and working environment are driven by joint values which are based on European and global democratic principles and human rights. Also ETSI's strategy, other campaigns and programmes are based on and provide an expression of ETSI's Values.

### The legal background and references

As an organization located in France, and the European Union, ETSI is based on and follows French and EU law and values.

ETSI fully adheres to the rules laid down in the Treaty on European Union with its latest amendments laid down in the Lisbon Treaty.<sup>18</sup>

ETSI respects and follows the Charter of Fundamental Rights of the European Union<sup>19</sup> and the European Declaration on Digital Rights and Principles for the Digital Decade<sup>20</sup>.

ETSI operates in a secular environment.

ETSI respects and follows the European Convention on Human Rights and other agreements of the Council of Europe.<sup>21</sup>

On a global level, the UN Guiding Principles on Business and Human Rights provide a reference point.<sup>22</sup>

ETSI observes the United Nations Convention on the Rights of Persons with Disabilities.<sup>23</sup>

ETSI's governance and processes comply with all relevant EU regulations, including EU Regulation 1025/2012 on "European Standardisation".<sup>24</sup>

The above referenced documents constitute ETSI's understanding of European values.

### ETSI's governance

Rules and processes related to ETSI's governance are laid down in the ETSI Directives.<sup>25</sup>

Moreover, several guides also further detail specific rules and processes and provide reference points for working and interacting in ETSI.

These guides are the Delegate's Guide, the Experts' Guide, the Rapporteurs' Guide, the guide on Writing World Class Standards, the Chair's Guide, the Member Official Contacts' Guide<sup>26</sup>, and The use of

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<sup>18</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A12007L%2FTXT>. See a summary list of the respective values at [https://european-union.europa.eu/principles-countries-history/principles-and-values/aims-and-values\\_en](https://european-union.europa.eu/principles-countries-history/principles-and-values/aims-and-values_en)

<sup>19</sup> [https://ec.europa.eu/info/aid-development-cooperation-fundamental-rights/your-rights-eu/eu-charter-fundamental-rights\\_en](https://ec.europa.eu/info/aid-development-cooperation-fundamental-rights/your-rights-eu/eu-charter-fundamental-rights_en)

<sup>20</sup> <https://digital-strategy.ec.europa.eu/en/library/european-declaration-digital-rights-and-principles>

<sup>21</sup> [https://www.echr.coe.int/documents/convention\\_eng.pdf](https://www.echr.coe.int/documents/convention_eng.pdf). See also <https://www.coe.int/web/portal/home>

<sup>22</sup> [https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinesshr\\_en.pdf](https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinesshr_en.pdf)

<sup>23</sup> <https://www.un.org/development/desa/disabilities/convention-on-the-rights-of-persons-with-disabilities.html>

<sup>24</sup> <https://eur-lex.europa.eu/legal-content/DE/ALL/?uri=celex:32012R1025>. This also includes EU Regulation 2022/2480 "amending Regulation (EU) No 1025/2012 as regards decisions of European Standardisation Organisations concerning European standards and European standardisation deliverables" (<https://eur-lex.europa.eu/eli/req/2022/2480/oj>)

<sup>25</sup> <https://portal.etsi.org/Resources/ETSI-Directives>

<sup>26</sup> All of these guides are available at <https://www.etsi.org/membership/my-etsi>

gender-inclusive language in ETSI deliverables.<sup>27</sup>  
Other guides may be added over time.

## Diversity and respect

At ETSI we value every human being and treat everyone with respect. We value diversity and act against any discrimination, e.g. regarding gender, race, color, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age or sexual orientation. We encourage and promote freedom of speech and expression, by respectful open exchanges and discussion.

## Technical standardisation

ETSI fully respects the WTO and the TBT Agreement with the “Code of Good Practice for the Preparation, Adoption and Application of Standards”<sup>28</sup> and the “Principles for the Development of International Standards, Guides and Recommendations”.<sup>29</sup> These principles, namely coherence, transparency, openness, consensus, voluntary application, independence from special interests and efficiency, also constitute the founding principles of the European Standardisation System.<sup>30</sup>

As part of the European Standardisation System and as a provider of global standards ETSI is based on direct participation of all interested parties.<sup>31</sup>

We provide an open environment for all stakeholders to participate directly in the elaboration of ETSI deliverables, and we actively promote inclusiveness and the taking into account of all stakeholders’ views in the development of ETSI deliverables.

ETSI is contribution driven.

ETSI deliverables are built to support global trade and connectivity and to promote fair competition. They respond to market needs and where appropriate to regulatory requirements or societal needs. ETSI deliverables can be the means for supporting specific regulatory and policy objectives.

ETSI deliverables and standards development processes align with European values.

ETSI deliverables are accessible to everyone free of charge and without the need to provide personal data in order to get access.

## Respect for the environment

ETSI deliverables play a role in contributing to combating climate change, increasing sustainability and achieving the objectives of climate neutrality.

At ETSI we are aware of the need to protect the environment. We consider environmental protection in our actions and aim at improving our ecological footprint.

## Attention to and promotion of the ETSI Values

We broadly inform about our Values. Awareness about the Values is created in all groups and technical bodies and committees.



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<sup>27</sup> [https://portal.etsi.org/Portals/0/TBpages/edithelp/Docs/Guides/Use\\_gender\\_inclusive\\_language.pdf](https://portal.etsi.org/Portals/0/TBpages/edithelp/Docs/Guides/Use_gender_inclusive_language.pdf)

<sup>28</sup> [https://www.wto.org/english/res\\_e/publications\\_e/ai17\\_e/tbt\\_art4\\_oth.pdf](https://www.wto.org/english/res_e/publications_e/ai17_e/tbt_art4_oth.pdf)

<sup>29</sup> [https://www.wto.org/english/tratop\\_e/tbt\\_e/principles\\_standards\\_tbt\\_e.htm](https://www.wto.org/english/tratop_e/tbt_e/principles_standards_tbt_e.htm)

<sup>30</sup> Cf. EU Regulation 1015/2012, e.g. recital 2 – available at <https://eur-lex.europa.eu/legal-content/DE/ALL/?uri=celex:32012R1025>

<sup>31</sup> Ibid. See also Annex II of EU Regulation 1025/2012.



# CODE OF CONDUCT FOR ETSI MEMBERS

## Version adopted by the Ordinary Meeting of the General Assembly#82 (28-29 November 2023)

This Code of Conduct is intended as a broad guide to appropriate behaviour while carrying out activities in or for ETSI, particularly in cases where specific rules are not available.

The Code of Conduct is intended to augment the ETSI Directives but does not override them. Generally, the Code of Conduct encourages certain collaborative styles of interaction and discourages behaviour that would harm trust and cooperation between members.

ETSI delegates shall acknowledge that the ETSI organization was set up by the CEPT, composed of European administrations, industry partners and stakeholder groups and that the organization is recognized by EU law as a European Standardisation Organisation, as per Regulation (EU) No 1025/2012.

Delegates should support ETSI operations, including the relationship with European administrations as far as reasonably possible, noting in particular the needs of the EU and EFTA, and the advice provided through their Counsellors.

This Code of Conduct complements other more specific codes, such as the Code of Conduct for Board members.

In general, delegates to ETSI

- Shall acknowledge that ETSI operates according to the principles of international standardization: consensus, transparency, openness, impartiality, effectiveness, relevance, and coherence.
- Shall acknowledge that, at ETSI, the respect of other delegates, the Secretariat and the professional culture of standardization is foremost.
- Shall acknowledge that consensus-building in the development of ETSI standards should be upheld and respected.

When involved in ETSI activities, delegates to ETSI

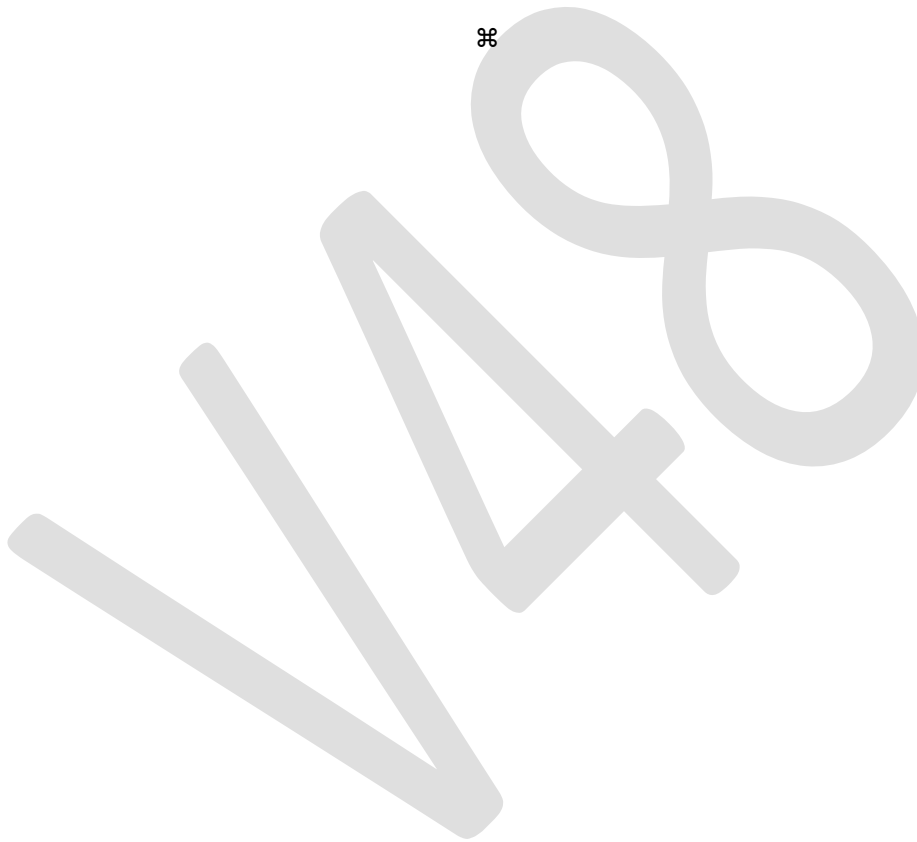
- Shall act in meetings and discussions in accordance with ETSI Values (see above).
- Should make sure that discussions and debates take place in a moderate, professional, respectful and friendly manner, without prejudice.
- Unless acting in official roles, are assumed to be presenting ideas according to their best professional judgement.
- Are expected to act in good faith and with due care and diligence, avoid collusive, anticompetitive, or dominant behaviour and to promote a culture of fair and ethical behaviour.
- Are expected to take care to act on a fully informed basis and take decisions with due diligence, in order to engage constructively in ETSI activities.
- Are invited to actively participate in the work of ETSI, providing timely contributions uploaded to the ETSI portal.
- Shall value diversity and act against any discrimination as outlined in the ETSI Values, e.g. regarding gender, race, color, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age or sexual orientation.
- Shall acknowledge that speakers should not be interrupted; delegates may speak once recognized by the convenor/Chair of the call or meeting. Speakers should keep their interventions short and to the point.
- Should take the views of all meeting attendees (including those whose first language is not English) into consideration.
- Shall inform the Chair or the Secretariat of any issue requiring escalation so a solution may be reached in a timely manner. The member(s) concerned will use all means to endeavour to

solve the issue through the appropriate mechanisms with the help of other members and will respect and uphold the outcomes of such resolution mechanisms.

- Are expected to endeavour to avoid conflict of interest. If any actual or potential conflicts of interest are identified, they shall immediately be disclosed through the appropriate mechanisms.

Additionally, ETSI Chairs and Vice-Chairs

- Are expected to act in their official roles according to their best professional and neutral judgement, independent of the interests of their supporting organization.
- Are expected to facilitate discussions across different cultures, inclusively, so that decisions align with ETSI Values, protection of minority rights, gender neutrality etc.
- Shall maintain strict impartiality and act in their roles in the interest of ETSI and its members.
- Shall ensure that the ETSI Guidelines for Antitrust Compliance are followed.
- Shall remind delegates of the highlights of these full CoC guidelines at the start of each meeting (at the same time as Antitrust and IPR reminders).



# CODE OF CONDUCT FOR BOARD MEMBERS

## Version adopted by the Ordinary Meeting of the General Assembly#82 (28-29 November 2023)

### General Statement of Expectation

Each Board member is expected to adhere to a high standard of ethical conduct and to act in accordance with ETSI's Vision, Mission, Values and commitments. The good name of ETSI depends upon the way Board members conduct business and the way the public perceives that conduct.

Unethical, misleading, ambiguous actions, or any conduct that might lead to such interpretation, cannot be accepted.

Board members are to be guided by the following principles in carrying out their responsibilities.

*Note, however, that these principles are not limiting the duties, obligations, or legal requirements which all Board members must comply with.*

### Loyalty

Board members shall not be, or appear to be, subject to influences, interests or relationships that conflict with the interests of ETSI's organization or its ability to operate for the benefit of the ETSI community.

Board members shall serve the interests of ETSI's organization and the global ETSI community and shall act to protect ETSI's interests and those of its staff members, assets and legal rights.

ETSI's activities when in support of EU regulations and policies as a European Standardisation Organisation require taking into account the interests of the European Union, e.g. as laid down in EU policy documents or outlined by ETSI's Counsellors.

### Care

Board members shall act with seriousness and diligence to participate in the affairs of the Board and its committees, shall act prudently in exercising the oversight of ETSI's technical activities and shall be attentive to the legal ramifications of their personal and Board's actions.

Board members are expected to be familiar with ETSI's Directives and the environment in which the Institute operates, and understand ETSI's activity, policies, strategies, and ETSI's Vision, Mission, Values and commitments.

Board members shall take such steps as are necessary to be sufficiently informed to make appropriate decisions in the Board and to participate in the Board's activities.

Board members are expected to attend all meetings of the Board, except where exceptional circumstances make their attendance impractical.

### Compliance with Laws, Rules, and Regulations

Board members shall comply with all laws, rules, and regulations applicable to ETSI. If necessary, Board members can always ask the Legal and Governance department for advice.

### Observance of Ethical Standards

Board members must adhere to the highest of ethical standards in the conduct of their duties. These include honesty, fairness, and integrity.

### Avoiding conflicts of Interest

Board members shall perform their role with utmost integrity and prudence.

Board members shall act in the interests of the Institute and the membership, avoiding conflicts of interest. They shall not put pressure on others or use undue means such as bribery, e.g. for gaining support or benefiting in some way. In performing their Board roles, they shall execute the relevant

tasks using their best professional judgement, including the avoidance of improper influence when offered opportunities, gifts, or entertainment.  
Board members shall declare any conflict of interest, for example where the interests of ETSI conflict with their own interests or the interests of their employer/supporting ETSI member.  
It is reminded that as ETSI is governed by French law, conflict of interest is also submitted to French rules (link hereunder attached).  
[https://www.agence-francaise-anticorruption.gouv.fr/files/files/AFA\\_Guide\\_conflits%20interets\\_EN\\_juin%202022.pdf](https://www.agence-francaise-anticorruption.gouv.fr/files/files/AFA_Guide_conflits%20interets_EN_juin%202022.pdf)  
The Legal and Governance Director can assist any Board member in case of doubt.

### **Confidentiality**

Board members shall maintain the confidentiality of information entrusted to them by ETSI and/or by other members when clearly indicated as confidential. except when disclosure is authorized or legally mandated. Even if confidentiality is not specified it is expected from Board members to keep discretion and respect of privacy in the use of such information, especially when there is no shared position agreed among the members.

### **Board Interaction with Media**

The Board recognizes the diversity and different interests among the ETSI community and will therefore ensure that no communication coming from ETSI will breach the principles of confidentiality and privacy or will harm ETSI's interests.  
As laid down in the ETSI Directives, the legal responsibility for ETSI falls on the Director-General, who is therefore the one entitled to speak for the Institute. Any other public intervention of any Board member in the name of the Institute shall be agreed by the Board in consultation with the Director-General.

### **Acting in Personal Capacity**

Board members shall act in an individual capacity and shall represent the common interests of the ETSI membership. They shall also always make clear that they represent ETSI and avoid any possible confusion with the positions of their respective employer or supporting ETSI member.

### **Enforcement**

Breaches of this Code, whether intentional or unintentional, shall be reviewed by the Board with the Director of Legal and Governance (excluding any Board members whose breaches are under review), who, if necessary, shall make recommendations for corrective action. Breaches of this Code may be a cause for initiating the dismissal procedure of the Board member committing the breach(es) in accordance with ETSI's rules and/or applicable law.  
Board members will discuss with the Director of Legal and Governance any questions or issues that may arise concerning compliance with this Code.

### **Affirmation**

All Board members shall read this Code at least once per year and shall certify in writing that they have done so and that they understand and are willing to adhere to the Code.

### **Review**

This Code will be reviewed periodically by the Legal and Governance department of ETSI, which shall make recommendations to the full Board regarding changes to or rescinding of the Code, as deemed appropriate.

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# BOARD WORKING PROCEDURES

## Version adopted by Board#144a (15 November 2023)

### **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 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) calendar 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 organized 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 organized outside the ETSI premises once or twice a year, subject to Board agreement.
- 5.3 On invitation of 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 Void

6.2 Chairs of Technical Committees, ETSI Projects, Industry Specification Groups, Special Committees and Software Development Groups, may also be invited by the Chair to attend a particular Board meeting as Guests for discussion of agenda items relating to their group. 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 group.

Chairs of Technical Committees, ETSI Projects, Industry Specification Groups, Special Committees and Software Development Groups, 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, Special Committees and Software Development Groups, 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 as Guests 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 Guests. Interested members should make their request to the Chair three (3) weeks before the Board meeting is scheduled. The Chair may also invite ETSI members to attend Board meetings as Guests.

A Guest who has significant commercial or societal interests on a particular agenda item shall have the right to speak and to present a written contribution. They may also request the deferment of any decision which affects them.

The number of Guests 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 Guests invited.

ETSI members already represented through a Board member are not expected to send Guests to Board meetings.

The request to attend Board meetings is honored on a first-come, first-served basis. Guests which have attended a Board meeting will receive a lower priority when considering the requests for attending subsequent Board meetings. Guests do not normally actively participate in Board meetings. Guests shall not make ongoing Board discussions public.

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

6.5 Guests 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**

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.

- 8.2 The cut-off date for decision documents will normally be at seven (7) calendar 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) calendar 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 of the General Assembly#81 (28-29 March 2023)

- 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 to propose the withdrawal of a published EN, hEN, 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 maximize the participation of all relevant stakeholders, including SMEs and societal stakeholders, in the standardisation activities.
- 35 Advising the Director-General concerning decisions on the creation, progress and cessation of Software Development Groups (SDG). The Board may (by majority decision) advise the

Director-General that a specific SDG creation or cessation proposal needs additional discussion involving the whole ETSI membership, and that the decision should be deferred to the General Assembly.

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# FINANCIAL REGULATIONS

## Version adopted by the Ordinary Meeting of the General Assembly#82 (28-29 November 2023)

### 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.
- 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 Convened by the Director-General, the FC shall meet 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 and ensure that the ETSI assets are used in the most efficient and economical way, taking action as appropriate.
- 8.2 The Director-General may delegate part of the financial authority to Secretariat substitutes duly authorized for this purpose.
- 8.3 The Director-General may re-allocate non-committed funds between Secretariat related budget lines and 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 excess of income over expenditure 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: Budget committed in a financial year**

Any budget resources duly committed during a financial year shall be carried over according to the accounting practices in force, to keep them available during the following financial year until this commitment is realized or cancelled.

#### **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 where the ETSI cash flow would be negative and lead to the payment of overdraft charges.

#### **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, the Director-General 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 the most significant variances and proposals for assignment of any budgetary excess of income over expenditure.

#### **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 the Statutes or Rules of Procedure;
  - b) revisions of French laws and regulations applicable to ETSI.
- 18.2 To improve the management of ETSI and after consultation with the FC, the Director-General or ETSI members may propose revisions of the Financial Regulations to the General Assembly. 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.

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# TERMS of REFERENCE of the FINANCE COMMITTEE

## Version adopted by the Extraordinary Meeting of the General Assembly#81b (29 June 2023)

### 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 analyze 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

The 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 Director-General and an appointed member of the Board shall have an ex-officio seat on the Finance Committee.

The Chair of the General Assembly shall have the right to participate in meetings of the Finance Committee.

The Chair of the Finance Committee may invite Guests 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.

#### **5 Chair of the Finance Committee**

One (1) of the members of the Finance Committee shall be appointed by the Finance Committee as Chair for the mandate period while complying with the following limits:

- the Chair may be appointed for up to two (2) consecutive terms of office;
- the Chair may be authorized by the General Assembly to apply for more than two (2) consecutive terms of office;
- a Chair who has reached the maximum number of consecutive terms permitted, may apply for a potential new series of terms of office only after a gap of at least one (1) term;

the above limits concerning the number of consecutive terms of office shall apply to both the appointed person and the member organization, or Corporate Group, the person represents.

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# TERMS of REFERENCE of the OPERATIONAL COORDINATION GROUP

## Version adopted by Board#144a (15 November 2023)

### A) Scope

- 1 The Operational Coordination Group (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), Software Development Groups (SDGs) and Coordination Groups (CGs), and between the TBs, ISGs, SDGs, 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, the SDGs 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, SDG 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, SDGs, CGs, and with external bodies. This would result in the OCG making proposals to the Board for closures or mergers of TBs, ISGs, SDGs, 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, the SDGs 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;
  - SDG Chairs;
  - Chairs of CGs initiated by ETSI;
  - ETSI representatives to CGs initiated by external bodies;
  - Board members;
  - the Director-General;
  - Secretariat members;
  - Counsellors;
  - ETSI members, who may attend as Guests.
- 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.

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# RIGHTS AND OBLIGATIONS FOR ETSI COURTESY TITLE HOLDERS, ETSI FELLOWS AND RETIRED FRIENDS OF ETSI

Version adopted by Board#144  
(20-21 September 2023)

## 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 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 maximum of one (1) candidate per call for ETSI Fellowship.

To be eligible for an Award, a candidate shall be nominated by at least four (4) individuals not belonging to the same ETSI member or Corporate Group or Public Group as the nominee, and not to one (1) of the other nominators.

Nominations from individuals from a varied mix of member categories would be strongly recommended.

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.

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# TECHNICAL WORKING PROCEDURES

## Version adopted by Board#144a (15 November 2023)

### Introduction

These procedures complement the Rules of Procedure and apply to all methods of working used by the Technical Organization, the Special Committees (SC), the Industry Specification Groups (ISG), the Software Development Groups (SDG) 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 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 Rules of Procedure.

For Software Development Groups (SDGs) the General Assembly keeps its final authority in those functions delegated to the Director-General in-line with Article 8.3.14 of the 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, 7, 11, 13, 14, 15, 17, 18, 20 and 21 of the 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 Rules of Procedure and these Technical Working Procedures.

The TB shall retain responsibility.

In case of any issues which need coordination within the Technical Organization and which cannot be resolved by the Technical Bodies, the problem may be raised to the Operational Co-ordination Group (OCG). The OCG is reporting to the Board, as stipulated in its Terms of Reference.

##### 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 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, and has a limited duration;
- 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;
- is responsible for creating, adopting and stopping Work Items (as defined in Clause 1.6 below), within its scope and Terms of Reference, except for the adoption and stopping of Work Items related to Standardisation Requests (WISR);
- 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 ensuring that the deliverables can be fully implemented and that they have been provided with the intended level of functionality and performance at minimum cost, as defined in the scope of the related Work Items;
- shall subcontract work to Technical Committees having the appropriate competence when needed (subject to the provisions of Clause 1.11 below). 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 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 has no predefined term limits.
- 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 creating, adopting and stopping Work Items (as defined in Clause 1.6 below), within its scope and Terms of Reference, except for the adoption and stopping of Work Items related to Standardisation Requests (WISR);
- may co-operate with CEN and/or CENELEC according to the Basic Co-operation Agreement (see Annex P below);
- is responsible for ensuring that the deliverables can be fully implemented and that they have been provided with the intended level of functionality and performance at minimum cost, as defined in the scope of the related Work Items);
- 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 a 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 creating, adopting and stopping Work Items (as defined in Clause 1.6 below), within its scope and 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 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 cessation of a Technical Body

It is the responsibility of the Board (for a Technical Committee or ETSI Project) or the General Assembly (for an ETSI Partnership Project) to approve the creation or cessation of a Technical Body and, in the case of creation, to approve its Terms of Reference and/or project requirements definition, based on written proposals in accordance with the criteria given in Annex D below.

Before cessation, the Technical Body 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 Technical Group responsible to perform the maintenance of its deliverable(s), when needed.

When the proposed Technical Group has formally accepted to be responsible for the maintenance of the deliverable(s), and when the proposed transfer of responsibility has been approved by the Board, the receiving Technical Group shall be named under "Remarks" in each Work Item of the Technical Body.

When the proposed Technical Group does not accept to perform the maintenance of the deliverable(s) or when no Technical Group has been identified by the Technical Body before its cessation, the Director-General shall attempt to find an appropriate Technical Group to perform the maintenance and get the approval of the Board.

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

The creation of a Joint Technical Body with CEN and/or CENELEC is covered by mode 5 of the Basic Co-operation Agreement (see Annex P below).

## 1.3 Chairs and Vice-Chairs of Technical Groups, Chairs of Working Groups

### 1.3.1 Appointment of the Chair of a Technical Group

#### 1.3.1.1 Appointment principles

Unless otherwise specified in Clause 3.3 below about ISGs, and Clause 7.3 below about SDGs, the Chair of a Technical Group

- shall be a delegate of a Full or Associate member organization and a member of the Technical Group;
- shall be appointed by the Technical Group for a term of office of two (2) years;
- may be appointed for up to three (3) consecutive terms of office by the same Technical Group;
- may be authorized by the Technical Group to apply for more than three (3) consecutive terms of office provided the incumbent obtains seventy one percent (71%) of the votes cast, before the appointment procedure described in Clause 1.3.1.2 below is initiated.

A Chair who has reached the maximum number of consecutive terms permitted, may apply for a potential new series of terms of office only after a gap of at least one (1) term.

The above limits applicable to the number of consecutive terms of office shall apply to both the appointed person and the member organization, or Corporate Group, the person represents.

The appointment of a Chair shall be confirmed by the Board.

#### **1.3.1.2 Appointment Procedure**

When need arises to appoint a Chair, the Convenor, the interim Chair or the Chair of the Technical Group shall launch a call-for-candidature to invite the members of the Technical Group to apply for the position, at least thirty (30) calendar days prior to the appointment date.

The list of candidates shall be communicated to the Technical Group prior to the appointment.

- If only one (1) candidate has applied for the position, this candidate may be appointed by Consensus as per Clause 1.7.1 below.
- If more than one (1) candidate have applied for the position, the decision-making procedures given in Clause 1.7 below shall apply.

If the Technical Group is unable to decide on one (1) candidate during the appointment procedure, the matter shall be put on hold and referred to the Board for resolution.

In the case of a Joint Technical Body with CEN and/or CENELEC, the appointment of a Chair is covered by the Basic Co-operation Agreement.

#### **1.3.2 Dismissal of the Chair of a Technical Group**

The Chair of a Technical Group may be dismissed by the Board if in breach of the Chair's responsibilities.

In such a case, a Vice-Chair shall stand-in until a new Chair is appointed as per the procedure described in Clause 1.3.1.2 above.

A Chair being dismissed is no longer entitled to apply for a Chair's position.

#### **1.3.3 Resignation of the Chair of a Technical Group**

In the case where a Chair resigns during the term of office, a Vice-Chair shall stand-in until a new Chair is appointed as per the procedure described in Clause 1.3.1.2 above.

The Board shall be kept informed of any change relevant to the present Clause.

#### **1.3.4 Unavailability of the Chair of a Technical Group**

In the case where the Chair is unavailable due to long term sickness or incapacity, a Vice-Chair shall stand-in until the issue can be discussed at the next meeting of the Technical Group.

#### **1.3.5 Change of supporting organization of the Chair of a Technical Group**

In the case where the Chair of a Technical Group is no longer a delegate of a Full or Associate member and expresses the wish to keep the Chair's position, the person shall be given a three (3)-month transition period to become a delegate of a new organization with the status of Full or Associate member.

During the transition period, a Vice-Chair shall stand-in as interim Chair of the Technical Group, and the former Chair shall be allowed to attend meetings of the Technical Group as a Guest and shall have access to all documents and mailing lists of the Technical Group, with no right to contribute or participate in any discussion or decision.

If a new supporting organization, with the status of Full or Associate member, has not been found at the end of the three (3)-month transition period, the Technical Group shall assume the resignation of the person concerned, declare the Chair's position vacant, and launch an appointment procedure as described in Clause 1.3.1.2 above.

In any case, and irrespective of the duration of the interim period, the term of office served shall be counted as a full term for the purpose of the counting of maximum number of consecutive terms permitted.

The Board shall be kept informed of any change relevant to the present Clause.

### **1.3.6 Vice-Chair(s) of a Technical Group and Chair of a Working Group**

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

### **1.3.7 Responsibilities of the Chair of a Technical Group**

The Chair of a Technical Group

- is responsible for the overall management of the Work Programme and the efficient working of the Technical Group, including its Working Group(s), if any.
- has an overall responsibility to ensure that the activities of the Technical Group and its Working Group(s), if any, follow the ETSI Directives and related procedures.
- may be assisted by the Secretariat or by delegates of ETSI member organizations of the Technical Group.
- is responsible for reporting to the Board and the General Assembly on the activities of the Technical Group upon request.
- shall maintain strict impartiality and act in the interest of ETSI and its members.

In the case of a Joint Technical Body with CEN and/or CENELEC, the responsibilities of the Chair are indicated in the Basic Co-operation Agreement.

## **1.4 Participation in the work of a Technical Body**

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 adoption of European Standards and European standardisation deliverables elaborated in response to a Standardisation Request, 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 authorized 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.

Counsellors may attend meetings of a TB and participate in the work without the right to vote.

Observer members 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, Observer members and non-members which have applied to attend TB meetings, may be authorized by the Chair to attend as Guests, provided that their presence 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 the Guest shall be requested to become members.

Observer members or non-members authorized to attend TB meetings as Guests 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 Guest 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 Technical Body 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 should be permitted whenever technically possible. Such participation should, at least, be on the basis of complete agenda items and not misused to influence the outcome of votes where the remote participant has not been involved in the preceding discussions.

## **1.5 Convening a Technical Body meeting**

### **1.5.1 Invitation to a Technical Body meeting**

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

The first meeting of a new Technical Body will be announced by the Director-General, in a Collective Letter, with at least thirty (30) calendar days' notice.

### **1.5.2 Agenda for a Technical Body meeting**

The draft agenda shall be disseminated by the responsible Chair to all on the TB membership list at least thirty (30) calendar 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 Technical Body will be announced by the Director-General, in a Collective Letter, with at least thirty (30) calendar days' notice.

### 1.5.3 Documentation for a Technical Body meeting

Documents shall be numbered as shown in the following example:

#### ETSI/TB(nn)x

This numbering system has four (4) logical elements:

- 1) **ETSI:** to indicate that it is an ETSI document; this will be adapted as appropriate for a Joint Technical Body with CEN and/or CENELEC (mode 5) (see Annex P 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 Technical Body meeting

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

Each personal EOL account holds the details and rights of the owner as well as the details of the represented organization.

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

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

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 shall represent one (1) single organization during a TB meeting and shall not change from one (1) organization to another during the meeting.

Whenever a registration to a TB meeting is made, each delegate (Full or Associate member) or Counsellor will be automatically subscribed to the appropriate 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 Body meeting with CEN and/or CENELEC (mode 5)

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

Where the secretariat has been allocated to ETSI, the provisions of 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 of the Joint Technical Body 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 Work Items**

#### **1.6.1.1 Introduction**

A Work Item is the description of a standardization task.

The Work Programme of a Technical Group shall consist of the Work Items for which it is responsible, and it is made available by the Secretariat to all the Technical Groups as defined in Annex A below, and the ETSI membership.

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

Technical Groups may decide to organize all or part of their Work Programme in a hierarchical manner. The hierarchy may be organized by any criteria agreed by the Technical Group(s) concerned. 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.

If the subject area of a new high-level Work Item does not fit clearly into the scope of one single existing Technical Group, it should be submitted to the OCG for co-ordination and allocation of responsibilities.

Where work is expected to result in more than one (1) ETSI deliverable, a separate Work Item shall be created for each proposed deliverable.

A Technical Group may undertake work that will not directly lead to the production of a deliverable. Such a Work Item shall be clearly indicated as having no expected deliverable and shall include a schedule for the expected lifecycle of the work, with appropriate milestones.

#### **1.6.1.2 Creation of a Work Item**

##### **1.6.1.2.1 Introduction**

The creation of a Work Item may be proposed by Full and/or Associate members as per Clause 1.6.1.2.2 below or come identified as a constituent part of an SReq as per Clause 1.6.1.2.3 below.

A single individual shall be named as Rapporteur for each Work Item and shall act as the prime contact point on technical matters and for information on progress throughout the drafting phases.

##### **1.6.1.2.2 Creation of a Work Item proposed by ETSI members (WI)**

A proposal for the creation of a new WI shall be supported by at least four (4) Full and/or Associate members, which shall be recorded in the WI creation proposal prepared by the responsible Technical Group. The supporting members should contribute to the new work.

The new WI shall be defined in terms of the following essential parameters:

- the title;
- the intended ETSI deliverable type (see Point A.3 of Annex A, and Annex E below for guidance);  
In the case of a deliverable to be elaborated with CEN and/or CENELEC the WI shall also identify the deliverable type according to the CEN-CENELEC Internal Regulations;  
In the case of a Joint Technical Body with CEN and/or CENELEC (mode 5) the leading ESO for each WI shall be clearly indicated;
- the 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;
- the environmental aspects, if any;
- the user and consumer aspects, if any;
- the labour and workplace aspects, if any;
- the specific relevance to SMEs, if any;
- the security and privacy aspects, if any;
- the position of the WI in the hierarchical tree, if any.

See the WI proposal form in Annex K below that can be obtained from the Secretariat.

#### **1.6.1.2.3 Creation of a Work Item in response to a Standardisation Request (WISR)**

A proposal for the creation of a new WISR shall conform the terms of the related SReq whose reference shall be recorded in the WISR creation proposal.

The proposal should be supported by at least four (4) Full and/or Associate members, which shall be recorded in the WISR creation proposal prepared by the responsible Technical Group. The supporting members should contribute to the new work.

The new WISR shall be defined in terms of the following essential parameters:

- the title;
- the intended ETSI deliverable type (see Point A.3 of Annex A, and Annex E below for guidance);  
In the case of a deliverable to be jointly elaborated with CEN and/or CENELEC, the WISR shall also identify the deliverable type according to the CEN-CENELEC Internal Regulations;  
In the case of a Joint Technical Body with CEN and/or CENELEC (mode 5) the leading ESO for each WISR shall be clearly indicated;
- the technical scope, including the field of application of the intended ETSI deliverable;
- the schedule of tasks for its elaboration;
- the identities of the supporting Full and/or Associate members;
- the reference of the SReq;
- the identity of the Rapporteur;
- the environmental aspects, if any;
- the user and consumer aspects, if any;
- the labour and workplace aspects, if any;
- the specific relevance to SMEs, if any;
- the security and privacy aspects, if any;
- the position of the WISR in the hierarchical tree, if any.

See the WISR proposal form in Annex K below that can be obtained from the Secretariat.

### **1.6.3 Adoption of a Work Item**

#### **1.6.3.1 Adoption of a Work Item created on proposal from ETSI members (WI)**

It is the responsibility of the Technical Groups to adopt the WI they have created.

The WI proposal shall be entered into the ETSI Work Programme with a unique reference identity and clearly flagged as a new entry.

If the WI has direct relevance to users, or contains user requirements, the Chair of the responsible Technical Group shall inform the ETSI User Group.

A new WI shall remain flagged as "new" until the end of the month following the month during which the WI was entered into the ETSI Work Programme.

The adoption of a new WI by the responsible Technical Group shall be considered as confirmed unless a substantial objection is received from a Full or Associate member or from another concerned Technical Group during this period.

At the end of the period, the "new" flag shall be removed (even if there is an objection) and it is the responsibility of any objecting ETSI member or concerned Technical Group to discuss their objections with the Chair of the responsible Technical Group.

If it is not possible to resolve the objection, it is the responsibility of the ETSI member, or a concerned Technical Group, to raise the issue with the Board.

If the responsible Technical Group considers that the WI 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 below.

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

#### **1.6.3.2 Adoption of a Work Item created in response to a Standardisation Request (WISR)**

As per Article 20.4 of the Rules of procedure, it is the responsibility of the National Standardisation Bodies (NSB) to adopt a new WISR created by the responsible Technical Group in response to a Standardisation Request (SReq).

Upon creation of such a WISR, the proposal to adopt a new WISR shall be submitted by the responsible Technical Group to the Secretariat.

Upon reception of the proposal, the Secretariat shall submit it to the NSBs for decision, according to a ten (10) calendar-day Weighted National Voting procedure described in Article 21.5 of the Rules of Procedure.

Upon adoption of the proposal, the WISR shall be entered into the ETSI Work Programme with a unique reference identity and clearly flagged as a new entry.

If the WISR has direct relevance to users, or contains user requirements, the Chair of the responsible Technical Group shall inform the ETSI User Group.

A new WISR shall remain flagged as "new" until the end of the month following the month during which the WISR was entered into the ETSI Work Programme.

The adoption of a new WISR by the NSBG shall be considered as confirmed unless a substantial objection is received from a Full or Associate member or from another concerned Technical Group during this period.

At the end of the period, the "new" flag shall be removed (even if there is an objection) and it is the responsibility of any objecting ETSI member or concerned Technical Group to discuss their objection with the Chair of the responsible Technical Group.

If it is not possible to resolve the objection, it is the responsibility of the ETSI member or the concerned Technical Group, to raise the issue with the Board for escalation at the NSBG level.

In all cases, the final decision of the NSBG shall prevail.

If the responsible Technical Group considers that the WISR 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 below. The need for an STF and/or a TTF should be indicated when a new WISR is proposed, as well as an indication on the consequences if no STF and/or TTF is available.

#### **1.6.4 Progress of a Work Item**

The responsible Technical Group shall not approve the final draft for an ETSI deliverable until the corresponding Work Item has been adopted.

The responsible Technical Group shall organize its work in order to meet the schedules of its Work Items.

Where a Technical Group uses Working Groups, the Technical Group shall be responsible for the approval or endorsement (in case of a European deliverable in response to an SReq) of its 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 Technical Group shall regularly review its 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 of the responsible Technical Group shall inform the ETSI User Group.

#### 1.6.4.1 Work Item Milestones

During the drafting of a deliverable (i.e. from adoption of the Work Item to approval of the final draft), the progress shall be recorded in the ETSI Work Programme as milestone target dates and achieved dates (see table below).

Milestone	Target date	Achieved date	Type
Work Item adoption			decision
Early draft			maturity
Stable draft			maturity
Mature draft			maturity
Final draft			maturity
Working Group endorsement			decision
Technical Group approval			decision

Two (2) types of milestones are used to characterize the progress of the drafting of a deliverable:

##### Decision milestones

The decision milestones are the identified steps in the drafting process of a deliverable where the Technical Group, or a Working Group, evaluates whether the outcome of the ongoing task is successful or not.

The setting and update of the decision milestones are under the responsibility of the Technical Group or Working Group in charge of the task.

##### Maturity milestones

The maturity milestones give an indication of the status of the deliverable according to the perception of its Rapporteur.

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;
- **Mature draft:** informal milestone between "Stable" and "Final" defining the status of a deliverable elaborated in response to an SReq; in the case this deliverable is a European Standard or a European standardisation deliverable, it will be ready to be submitted to the European Commission for assessment against the requirements of a Standardisation Request, in the frame of an SRdAP.
- **Final Draft:** the tasks of the Rapporteur have been completed and the Rapporteur considers that the draft deliverable fulfils the original scope and foresees no required technical change before the next approval (or endorsement, in the case of European deliverables in response to a Standardisation Request) phase by the responsible Technical Group.

The update of the maturity milestones is under the responsibility of the Rapporteur in charge of the Work Item.

#### 1.6.4.2 Use of a change control mechanism

Technical Groups and Working Groups may decide to use a change control mechanism (see Annex L below) to follow the changes to a draft deliverable.

Once a change control mechanism is used, any proposal for a change shall be accomplished by means of a change request (see Annex M below), except for comments received during Public Enquiry using the template in Annex J below.

### **1.6.5 Stopping a Work Item**

#### **1.6.5.1 Stopping a Work Item (WI), except if related to a Standardisation Request**

A Work Item may be stopped by decision of the responsible Technical Group during the drafting of the intended deliverable and prior to its publication, if it is no longer required.

A Work Item shall be stopped by the responsible Technical Group if the drafting of the intended deliverable has not progressed in a period of one (1) year.

The ETSI Work Programme shall be updated accordingly, and the WI shall be flagged as "Stopped" until the end of the month following the month during which the WI was flagged.

A stopped WI may be reactivated in accordance with Clause 1.6.1.2.2 above.

#### **1.6.5.2 Stopping a Work Item created in response to a Standardisation Request (WISR)**

During the drafting of the intended ETSI deliverable and prior to its publication, the responsible Technical Group may consider that a WISR should be stopped because no longer required, or because no progress has been achieved in a period of one (1) year.

In such a case, the responsible Technical Group shall consult the Board for endorsement of the proposal to stop the WISR.

Upon Board endorsement, the proposal to stop a WISR shall be submitted by the Secretariat to the NSBs for decision, according to a 10-calendar day Weighted National Voting procedure described in Article 21.5 of the Rules of Procedure.

Upon favourable decision of the NSBG, the ETSI Work Programme shall be updated accordingly and the WISR shall be flagged as "Stopped" until the end of the month following the month during which the WISR was flagged.

A stopped WISR may be reactivated in accordance with Clause 1.6.1.2.3 above.

### **1.6.6 Void**

### **1.6.7 Void**

### **1.6.8 Work Programme of a Joint Technical Body with CEN and/or CENELEC (mode 5)**

In the case of a Joint Technical Body with CEN and/or CENELEC under 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 Clause 1.6 above 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 essential parameters:

- the title;
- the intended ETSI deliverable type (TS or TR);
- the technical scope, including the field of application of the intended ETSI deliverable;
- the identity of the Rapporteur designated by the PAS Submitter;
- the environmental aspects, if any;

- the user and consumer aspects, if any;
- the labour and workplace aspects, if any;
- the specific relevance to SMEs, if any;
- the security and privacy aspects, if any;
- the position of the Work Item in the hierarchical tree, if any.

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 1.8.1.2.3 below.

## **1.7 Decision-making in a Technical Group**

### **1.7.1 Decision-making principles**

In all decisions, including appointments of Chairs and Vice-Chairs, a Technical Group shall endeavour to reach Consensus.

If Consensus cannot be achieved during a meeting, or in between meetings (see Clause 1.7.1.3 below), the Chair of a Technical Group may decide to hold a vote which

- shall be performed by a secret ballot in case of appointment of a Chair or Vice-Chair, as per Article 11.6 of the Rules of Procedure;
- may be performed by a secret ballot in any other cases.

The Chair of the Technical Group shall be responsible for the voting procedure and shall ensure that confidentiality is maintained.

Abstentions or failure to cast a vote shall not be considered when determining the result of a vote.

Where the decision is taken to hold a vote, the Weighted Individual Voting procedure shall apply as per Article 11.2.3 of the Rules of Procedure, and this vote may be conducted during a meeting of a Technical Group (see Clause 1.7.1.1 below) or by correspondence in between meetings (see Clause 1.7.1.2 below).

To appoint the Chair of a Technical Group, the procedure described in Article 11.4 of the Rules of Procedure shall apply.

To take any other type of decision, a proposal shall be deemed to be approved if seventy one percent (71%) of the votes cast are in favour.

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.

In the case of collaboration with CEN and/or CENELEC, the provisions of the Basic Co-operation Agreement shall apply.

#### **1.7.1.1 Voting during a meeting of a Technical Group**

The following procedure shall apply to voting during a meeting:

- before opening the vote, a clear definition of the proposal(s), or list of candidates, submitted to the vote shall be provided by the Chair of the Technical Group;
- only the delegates of Full and Associate member organizations who are registered to the meeting, and are present (physically or remotely connected), may cast a vote;
- if a Full or Associate member organization has more than one (1) delegate in the meeting, only one (1) vote cast per member organization shall be counted. If several delegates from the same organization cast a vote, only the last vote cast shall be counted;
- if a Corporate or Public Group has more than one (1) delegate in the meeting, only one (1) vote cast per Corporate or Public Group shall be counted.
- where electronic voting procedures are used, each vote cast may be changed until the voting period is closed;
- the opinions of the Counsellors should be noted;
- voting by proxy is not permitted.

- there are no quorum requirements;
- splitting of the vote is not permitted;
- at the closing of the voting period, the result of the vote shall be evaluated by the Chair as described in Clause 1.7.1 above, and communicated to the Technical Group;
- the result of the vote shall be recorded as a decision in the report of the meeting where the vote has taken place.

### 1.7.1.2 Voting by correspondence in between meetings of a Technical Group

The following procedure shall apply to voting in between meetings:

- a clear definition of the proposal(s), or list of candidates, submitted to the vote shall be disseminated by the Chair of the Technical Group to the membership list at least seven (7) calendar days before opening the vote;
- only the delegates of Full and Associate member organizations who are subscribed to the membership list may cast a vote;
- if a Full or Associate member organization has more than one (1) delegate subscribed to the membership list, only one (1) vote cast per member organization shall be counted. If several delegates from the same organization cast a vote, only the last vote cast shall be counted;
- if a Corporate or Public Group has more than one (1) delegate subscribed to the membership list, only one (1) vote cast per Corporate or Public Group shall be counted.
- electronic voting shall be used;
- the voting period shall be at least two (2) calendar days;
- each vote cast may be changed until the voting period is closed;
- voting by proxy is not permitted;
- there are no quorum requirements;
- splitting of the vote is not permitted;
- at the closing of the voting period, the result of the vote shall be evaluated by the Chair as described in Clause 1.7.1 above;
- the result of the vote shall be disseminated by the Chair to the membership list within seven (7) calendar days and recorded as a decision taken by correspondence in the report of the following meeting.

### 1.7.1.3 Decision taken by Consensus in between meetings

The following procedure shall apply to consult the Technical Group and take a decision by Consensus in between meetings:

- a clear definition of the proposal(s), and the duration of the time period for submitting comments and/or objections, shall be disseminated by the Chair of the Technical Group to the membership list at least seven (7) calendar days before the opening of the consultation;
- only the delegates of Full and Associate member organizations who are subscribed to the membership list may participate in the consultation;
- the Remote Consensus tool shall be used;
- the time period for participating in the consultation shall be at least seven (7) calendar days;
- objections may be cleared prior to the closing of the consultation;
- the decision resulting from the consultation shall be ratified by the Chair of the Technical Group at the end of the time period, based on the comments collected and the objection(s) raised;
- the decision shall be disseminated by the Chair of the Technical Group to the membership list within seven (7) calendar days and recorded as a decision taken by consensus in the report of the following meeting.

### 1.7.2 Appealing against the decision(s) of the Chair of a Technical Group

Any Full or Associate member questioning the ruling of the Chair of a Technical Group on a decision may escalate the case to the Board, as described in Article 22.2 of the Rules of Procedure and shall inform the Chair of the concerned Technical Group of this appeal.

The ruling of a Chair 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 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 nominated delegates 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) before submission to the General Assembly for decision 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) before submission to the General Assembly for decision 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 the 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 Technical Committee or an ETSI Project by the Board, in coordination with the OCG. The Partner may then submit one (1) or more PAS to the relevant TC or EP 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 the approval of the relevant TC or EP as a TS or TR following the normal ETSI procedures with the aim of being adopted as a whole. The comments collected during the 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 decision 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 coordinating the ETSI position for the ITU Study Group concerned shall prepare proposals for decision by the General Assembly on the subject matter and on the strategy to be followed.

The contribution to the ITU shall be submitted as an ETSI contribution, and it shall indicate that it presents an agreed ETSI position.

##### **1.8.2.3 Support for an ETSI contribution agreed by a Technical Group**

A Technical Group 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 above.

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 Technical Group 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 Chair of a Technical Group 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 Technical Group 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 Technical Group 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 Technical Group shall prepare a report of each meeting. The report shall contain the proceedings of the meeting, including summaries of essential discussions and the decisions made. It requires the approval of the Technical Group and, at least, a draft should be made available on the ETSI server within thirty (30) calendar days.

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

This shall identify:

- any changes to the structure of the Technical Group;
- any Chair/Vice-Chairs and WG Chairs elected;
- new Work Items adopted or stopped;
- Change Request decisions;
- deliverables approved or withdrawn;
- new meetings organized;
- any other items where Secretariat action is required.

### **1.9.4 Calendar of meetings**

The Chair of a Technical Group 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 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 Standardisation 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 STF's 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 Rules of Procedure.

After the General Assembly 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, 14, 20 and 21 of the 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 Technical Group 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 European Standards elaborated on proposal from Full and Associate members**

NOTE: As per Clause 3.1 of the Technical Working Procedures, the Technical Groups of type ISG are responsible for the adoption/withdrawal of Group Reports (GR) and Group Specifications (GS) only. Therefore, ISGs cannot participate to the procedures for adoption/withdrawal of European Standards and European standardisation deliverables.

##### **2.2.1.1 Adoption**

A European Standard elaborated on proposal from Full and Associate members shall be adopted by application of the European Standard Approval Process (ENAP) specified in Clause 2.2.1.1.1 below.

The ENAP comprises a Public Enquiry (see Article 13.4 of the Rules of Procedure) and at least one (1) Weighted National Voting procedure (see Article 13.5 of the Rules of Procedure) performed in a combined procedure by the eligible members of the National Standards Organizations Group (NSOG) as per Article 13.2.1 of the Rules of Procedure.

The combined procedure may in justified cases be interrupted by the Director-General on request from the responsible Technical Group or by the Board if another concerned Technical Group raises a substantial objection.

The combined procedure may also be extended by the Director-General on receipt of a justified written request from an NSO.

#### 2.2.1.1.1 ENAP – European Standard Approval Process

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

Provided that the final draft standard complies with the ETSI Drafting Rules, the Secretariat shall prepare it within thirty (30) calendar days for submission to the combined procedure.

The Chair of the General Assembly may decide that the vote on the national positions shall be taken at a meeting of the General Assembly. In such a case, the provisions of Article 13.5.2 of the Rules of Procedure shall apply.

In parallel to the above and to shorten the ENAP, the Chair of the responsible Technical Group should schedule a resolution meeting to be held within thirty (30) calendar days after the closure of the combined procedure.

The invitations to the resolution meeting shall be sent by the Chair at least thirty (30) calendar days before that resolution meeting.

In case no Technical Comments are received during the combined procedure, the Chair shall cancel the resolution meeting.

The opening of the combined procedure shall be notified by the Director-General to the NSOG, the Annex III Organisations, the Counsellors, the Chair, Vice-Chair(s) and Rapporteur of the responsible Technical Group.

The opening of the combined procedure shall trigger:

- the eligible NSOs to undertake national consultations over a ninety (90) calendar-day period and submit the resulting national comments (Public Enquiry) and the national position (Weighted National Voting) to the Secretariat by the closing date of the combined procedure;
- the Annex III Organisations to undertake consultations amongst their stakeholders over a ninety (90) calendar-day period and submit the resulting comments to the Secretariat by the closing date of the combined procedure.

All comments shall be submitted using the template provided by the Secretariat (see Annex J below). The comments submitted by the NSOs and/or the Annex III Organisations shall be simultaneously visible to the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group, the NSOG, the Annex III Organisations, 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 shall be counted.

Immediately after the closing of the combined procedure, the Director-General shall:

- send a notification to the NSOG, the Annex III Organisations, the Counsellors, the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group informing about the closure of the combined procedure;
- assess the categorization of comments received from the NSOs and Annex III Organisations and, in case of doubt, request the advice of the commenting body(ies), and the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group.

If the categorization of comments is disputed and cannot be resolved, the position of the

commenting body(ies) shall prevail.

#### **2.2.1.1.1.1 Process to be followed if no comments have been received**

If no comments have been received by the closing date of the combined procedure, 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 result of the vote shall be notified by the Director-General to the NSOG, the Annex III Organisations, the Counsellors, the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group and the Full and Associate members.

The draft standard shall be considered as adopted and the Secretariat shall, within ten (10) calendar days, publish the standard without modification other than editorial.

#### **2.2.1.1.1.2 Process to be followed if non-Technical Comments only have been received**

If non-Technical Comments only have been received by the closing date of the combined procedure, 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 result of the vote shall be notified by the Director-General to the NSOG, the Annex III Organisations, the Counsellors, the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group and the Full and Associate members.

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

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

If the result of the vote is unsuccessful, the comments shall be discussed by the responsible Technical Group during the resolution meeting and categorized as “minor changes” or “substantial changes”.

##### **2.2.1.1.1.2.1 Minor changes**

When the responsible Technical Group estimates that minor changes to the draft standard are required to resolve the comments, it may decide to open a second Weighted National Voting procedure.

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

Provided the revised draft standard complies with the ETSI Drafting Rules, and the resolution report has been uploaded to the ETSI server using the template (see Annex J below) provided by the Secretariat, the Secretariat shall prepare within thirty (30) calendar days the revised draft standard and the resolution report for submission to a second Weighted National Voting procedure.

The Chair of the General Assembly may decide that the second Weighted National Voting procedure 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 eligible NSOs, the Annex III Organisations, the Counsellors, the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group.

Each eligible NSO shall undertake national consultations on the revised draft standard over a sixty (60) calendar-day period and cast the resulting vote by the closing date of the procedure.

The Director-General may extend the voting period on receipt of a justified written 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 standard is not acceptable.

Only valid "YES" or "NO" votes shall 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 NSOG, the Annex III Organisations, the Counsellors, the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group, and the Full and Associate members.

#### **Successful result**

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

The comments, if any, shall be considered by the Chair of the responsible Technical Group for possible later revision of the standard.

#### **Unsuccessful result**

If the result of the vote is unsuccessful, the responsible Technical Group shall consider the comments in a Plenary Meeting.

Upon completion of the meeting, and depending on its outcome, the Technical Group shall decide on how to further proceed with the WI, i.e. to stop it as described in Clause 1.6.5.1 above, or to remove the draft standard from the ENAP in progress and re-initiate a full ENAP after re-drafting of the standard.

In all cases, the NSOG, the Annex III Organisations and the Counsellors shall be informed.

#### **2.2.1.1.1.2.2 Substantial changes**

When the responsible Technical Group estimates that substantial changes to the draft standard are required to resolve the comments, it may decide to stop the WI (see Clause 1.6.5.1 above) or remove the draft standard from the ENAP in progress and re-initiate a full ENAP after re-drafting of the standard.

#### **2.2.1.1.1.3 Process to be followed if Technical Comments have been received**

If Technical Comments have been received by the closing date of the combined procedure, the result of the Weighted National Voting procedure shall be ignored, and the comments shall be discussed by the responsible Technical Group during the planned resolution meeting and categorized as "minor changes" or "substantial changes".

Depending on the categorization, Clauses 2.2.1.1.1.2.1 or 2.2.1.1.1.2.2 above shall apply.

#### **2.2.1.2 Maintenance of European Standards elaborated on proposal from Full and Associate members**

##### **2.2.1.2.1 Principles**

A European Standard shall be reviewed, at least, every five (5) years by the responsible Technical Group.

When no Technical Group has been identified to maintain the deliverables of a Technical Group subject to cessation, it shall be the responsibility of the Board to identify one (1).

In case the Board cannot identify a Technical Group to maintain those deliverables, a group of, at least, four (4) Full and/or Associate members may propose the creation of a Technical Group aiming at a further evolution of the technologies of the deliverables considered, giving room to the maintenance of such deliverables.

In case no Technical Group can be identified or created by the Board, those deliverables shall remain as they are until a Technical Group is identified or created. In such a case, the General Assembly shall be informed about the situation.

An EN elaborated jointly with CEN and/or CENELEC is covered by the Basic Co-operation Agreement (see Annex P below).

#### 2.2.1.2.2 Review

Upon completion of the review of an EN, it may be

- confirmed as CURRENT when no revision is needed, or
- declared as SUPERSEDED by a more recent version of the standard or by another standard, or
- REVISED by producing a subsequent version (see Clause 2.2.2.3.3 below), or
- WITHDRAWN (see Clause 2.2.2.3.4 below).

When the standard is declared as CURRENT or SUPERSEDED, it shall be flagged with the corresponding remark and date in the ETSI Work Programme database.

In all cases other than withdrawal, the standard shall be reviewed again according to the present Clause after a maximum of five (5) years.

#### 2.2.1.2.3 Revision

When decision is taken to revise an EN, the responsible Technical Group shall:

- create and adopt a WI to produce a subsequent version of the standard;
- when appropriate, name the Technical Group subject to cessation in the "Remarks" field of the new WI;
- consider the full text of the latest published version of the standard as the stable draft, subject to maintenance, of the subsequent version;
- revise the text of the subsequent version;
- approve the final draft of the subsequent version;
- submit the final draft to the Secretariat for application of the ENAP (see Clause 2.2.1.1.1 above), unless the proposed changes are purely editorial;
- make the standard published by the Secretariat when adopted by the NSOG.

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

Once the subsequent version has been published, the previous version of the standard shall remain unchanged and publicly available or submitted to the withdrawal procedure (see 2.2.1.3 below) by the responsible Technical Group.

#### 2.2.1.3 Withdrawal

As per Article 13.6 of the Rules of Procedures, one (1), several, or all versions of a European Standard may be withdrawn by application of the Weighted National Voting procedure described in Article 13.5 of the Rules of Procedure.

When a Technical Group wishes to propose the withdrawal of such an ETSI published standard falling under its responsibility, it shall draft and approve the corresponding withdrawal proposal for submission to the Director-General.

Upon reception of the withdrawal proposal, and before launching the withdrawal procedure, the Secretariat shall check if the standard is normatively referenced in another ETSI deliverable. In such a case, the standard shall not be withdrawn unless a suitable solution for replacing the normative reference(s) has been found.

Otherwise, the Secretariat shall prepare, within ten (10) calendar days, the withdrawal proposal to be submitted for decision to the NSOG as per the Weighted National Voting procedure stipulated in Article 13.5 of the Rules of Procedure.

The Chair of the General Assembly may decide that the vote shall be taken at a General Assembly meeting. In such a case, the provisions of Article 13.5.2 of the Rules of Procedure shall apply.

The eligible NSOs shall undertake national consultations over a period of sixty (60) calendar days and submit the resulting national position to the Secretariat by the closing date of the procedure.

The Director-General may extend the voting period on receipt of a justified written 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 shall 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 made available to the responsible Technical Group, the NSOG, the Full and Associate members, and the Counsellors. Any accompanying comments shall be passed to the Chair of the responsible Technical Group for possible later consideration.

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

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

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

The Director-General shall consult the General Assembly prior to submitting the withdrawal request and the comments resulting from the consultation to the Board for decision.

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

## **2.2.2 European Standards and European standardisation deliverables elaborated in response to a Standardisation Request**

### **2.2.2.1 Adoption**

A European Standard or a European standardisation deliverable elaborated in response to a Standardisation Request (SReq) shall be adopted by application of the Standardisation Request deliverables Approval Process (SRdAP) specified in Clause 2.2.2.1.1 below.

The SRdAP comprises a Public Enquiry (see Article 21.4 of the Rules of Procedure) and at least one (1) Weighted National Voting procedure (see Article 21.5 of the Rules of Procedure) performed in a combined procedure as per Article 21.2.1 of the Rules of Procedure.

The combined procedure may in justified cases be interrupted by the Director-General, after endorsement of the NSBG, on request from the responsible Technical Group or by the Board if another concerned Technical Group raises a substantial objection.

The combined procedure may also be extended by the Director-General on receipt of a justified written request from an NSB.

#### **2.2.2.1.1 SRdAP – Standardisation Request deliverables Approval Process**

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

Provided that the final draft standard complies with the ETSI Drafting Rules, the Secretariat shall ensure that the EC comments as well as the EC formal criteria have been fully taken into account, and when relevant, that all the applicable CEPT spectrum sharing conditions have been considered.

Upon successful review of the final draft standard, the Secretariat shall prepare it within thirty (30) calendar days for submission to the combined procedure.

In parallel to the above and to shorten the SRdAP, the Chair of the responsible Technical Group should schedule a resolution meeting to be held within thirty (30) calendar days after the closure of the combined procedure.

The invitations to the resolution meeting shall be sent by the Chair at least thirty (30) calendar days before that resolution meeting.

In case no Technical Comments are received during the combined procedure, the Chair shall cancel the resolution meeting.

The opening of the combined procedure shall be notified by the Director-General to the NSOG, the NSBG, the Annex III Organisations, the Counsellors, the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group.

The Director-General may extend the national consultation period on receipt of a justified written request from an NSB.

The notification to the NSOG and the NSBG shall also ask for the title translations of the final draft standard.

The opening of the combined procedure shall trigger:

- the eligible NSOs to undertake national consultations over a ninety (90) calendar-day period and submit the resulting national comments (Public Enquiry) to the Secretariat by the closing date of the combined procedure;
- the eligible NSBs to undertake national consultations over a ninety (90) calendar-day period and submit the resulting national comments (Public Enquiry) and the national position (Weighted National Voting) to the Secretariat by the closing date of the combined procedure;
- the Annex III Organisations to undertake consultations amongst their stakeholders over a ninety (90) calendar-day period and submit the resulting comments to the Secretariat by the closing date of the combined procedure.

All comments shall be submitted using the template provided by the Secretariat (see Annex J below).

The comments submitted by the NSOs, the NSBs and/or the Annex III Organisations shall be simultaneously visible to the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group, the NSOG, the NSBG, the Annex III Organisations, the Counsellors and the Full and Associate members.

The vote cast by an eligible NSB 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 shall be counted.

Immediately after the closing of the combined procedure, the Secretariat shall:

- send a notification to the NSOG, the NSBG, the Annex III Organisations, the Counsellors, and the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group informing about the closure of the combined procedure and reminding the NSOs and the NSBs about the required translations of the standard title;
- assess the categorization of comments received from the NSOs, the NSBs and the Annex III Organisations and, in case of doubt, request the advice of the commenting body(ies), the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group.  
If the categorization of comments is disputed and cannot be resolved, the position of the commenting body(ies) shall prevail.

#### **2.2.2.1.1.1 Process to be followed if no comments have been received**

If no comments have been received by the closing date of the combined procedure, the result of the



Weighted National Voting procedure shall be considered as favourable in accordance with Articles 12.2 and 21.5 of the Rules of Procedure.

The result of the vote shall be notified by the Director-General to the NSOG, the NSBG, the Annex III Organisations, the Counsellors, the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group and the Full and Associate members.

The draft standard shall be considered as adopted and the Secretariat shall, within ten (10) calendar days, publish the standard without modification other than editorial.

#### **2.2.2.1.1.2 Process to be followed if non-Technical Comments only have been received**

If non-Technical Comments have been received by the closing date of the combined procedure, the result of the Weighted National Voting procedure shall be determined by the Secretariat in accordance with Articles 12.2 and 21.5 of the Rules of Procedure.

The result of the vote shall be notified by the Director-General to the NSOG, the NSBG, the Annex III Organisations, the Counsellors, the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group and the Full and Associate members.

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

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

If the result of the vote is unsuccessful, the comments shall be discussed by the responsible Technical Group during the resolution meeting and categorized as “minor changes” or “substantial changes”.

#### **2.2.2.1.1.2.1 Minor changes**

When the responsible Technical Group estimates that minor changes to the draft standard are required to resolve the comments, the Secretariat shall invite the NSBG to approve the proposal to submit the revised draft standard to a second Weighted National Voting procedure (see Articles 12.2 and 21.5 of the Rules of Procedure).

Upon approval of the proposal, the revised draft standard and the resolution report shall be submitted by the Chair to the Secretariat within fourteen (14) calendar days to check compliance with the ETSI Drafting Rules.

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

The opening of the second Weighted National Voting procedure shall be notified by the Secretariat to the NSOG, the eligible NSBs, the Annex III Organisations, the Counsellors, the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group.

Each eligible NSB shall undertake a national consultation on the revised draft standard over a sixty (60) calendar-day period and cast the resulting vote by the closing date of the procedure.

The Director-General may extend the voting period on receipt of a justified written request from an NSB.

The vote cast by an NSB 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 standard is not acceptable.

Only valid “YES” or “NO” votes shall 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 12.2 and 21.5 of the Rules of Procedure and notified to the NSOG, the NSBG, the Annex III Organisations, the Counsellors, the Chair/Vice-Chair(s) and Rapporteur of the responsible Technical Group, and the Full and Associate members.

**Successful result**

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

The comments, if any, shall be considered by the Chair of the responsible Technical Group for possible later revision of the standard.

**Unsuccessful result**

If the result of the vote is unsuccessful, the responsible Technical Group shall consider the comments in a Plenary Meeting.

Upon completion of the meeting, and depending on its outcome, the Secretariat shall organize a ten (10) calendar-day Weighting National Voting procedure (see Articles 12.2 and 21.5 of the Rules of Procedure).to have the NSBG decide on how to further proceed with the WISR.

The NSBG may be asked to either approve the stopping of the WISR (see Clause 1.6.5.2 above) or remove the draft standard from the SRdAP in progress and re-initiate a full SRdAP after re-drafting of the standard.

In all cases, the NSOG, the NSBG, the Annex III Organisations and the Counsellors shall be informed.

**2.2.2.1.1.2.2 Substantial changes**

When the responsible Technical Group estimates that substantial changes to the draft standard are required to resolve the comments, the Secretariat shall invite the NSBG to decide on how to further proceed with the WISR according to a ten (10) calendar-day Weighted National Voting procedure (see Articles 12.2 and 21.5 of the Rules of Procedure).

The NSBG may be asked to either approve the stopping of the WISR (see Clause 1.6.5.2 above) or remove the draft standard from the SRdAP in progress and re-initiate a full SRdAP after re-drafting of the standard.

**2.2.2.1.1.3 Process to be followed if Technical Comments have been received**

If Technical Comments have been received by the closing date of the combined procedure, the result of the Weighted National Voting procedure shall be ignored, and the comments shall be discussed by the responsible Technical Group during the planned resolution meeting and categorized as “minor changes” or “substantial changes”.

Depending on the categorization, Clauses 2.2.2.1.1.2.1 or 2.2.2.1.1.2.2 above shall apply.

In all cases, the NSOG, the NSBG, the Annex III Organisations and the EC shall be informed.

**2.2.2.2 Citation of a European Standard in the Official Journal of the European Union**

After publication of an EN elaborated by ETSI in response to an SReq and following Article 10(5) of the amended Regulation (EU) No 1025/2012, the EC and ETSI shall jointly assess the compliance of the EN with the relevant SReq.

In case of comments from the EC, the Chair of the responsible Technical Group, with the support of the Secretariat, shall organize a further resolution meeting and invite the stakeholders and the EC.

If all the comments can be resolved, and if the EN fulfils the relevant SReq, the EN and its title translations shall be submitted 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 invite the NSOG, the NSBG, the Annex III Organisations and the responsible Technical Group to discuss how to further proceed with the EN i.e. to create a WISR and initiate a new SRdAP for adoption of a new EN or to terminate the work on this subject matter.

The final decision shall be taken by the NSBG according to a ten (10) calendar-day Weighted National Voting procedure organized by the Secretariat (see Articles 12.2 and 21.5 of the Rules of Procedure).

Once (and if) the EN has been registered in the EC Harmonised Standards database and following Article 10(6) of the amended Regulation (EU) No 1025/2012, the EC will run a final verification/assessment process.

If the verification/assessment is successful, the citation of the EN by the EC in the OJEU qualifies it as Harmonised Standard (hEN) and confers it, or part of it, presumption of conformity.

If the verification/assessment is unsuccessful, the EC informs the NSOG, the NSBG, the Annex III Organisations and the responsible Technical Group.

Upon discussion with the responsible Technical Group, the NSBG may decide after a ten (10) calendar-day Weighted National Voting Procedure organized by the Secretariat (see Articles 12.2 and 21.5 of the Rules of Procedure) to create a WISR and initiate a new SRdAP for adoption of the new EN or to terminate the work on this subject matter.

### **2.2.2.3 Maintenance of standards elaborated in response to Standardisation Requests**

#### **2.2.2.3.1 Principles**

A European Standard, a European standardisation deliverable or a Harmonised Standard shall be reviewed at least every five (5) years by the responsible Technical Group.

When a Technical Group has been terminated and no Technical Group has been identified to maintain its deliverables, it shall be the responsibility of the Board to identify one.

In case the Board cannot identify a Technical Group to maintain those deliverables, a group of, at least, four (4) Full and/or Associate members may propose the creation of a Technical Group aiming at a further evolution of the technologies of the deliverables considered, giving room to the maintenance of such deliverables.

In case no Technical Group can be identified or created by the Board, those deliverables shall remain as they are until a Technical Group is identified or created. In such a case, the General Assembly shall be informed about the situation.

An EN elaborated jointly with CEN and/or CENELEC is covered by the Basic Co-operation Agreement (see Annex P below).

#### **2.2.2.3.2 Review**

Upon completion of the review of such a standard, it may be

- confirmed as CURRENT when no revision is needed, or
- declared as SUPERSEDED by a more recent version of the standard or by another standard, or
- REVISED by producing a subsequent version (see Clause 2.2.2.3.3 below), or
- WITHDRAWN (see Clause 2.2.2.3.4 below).

When the standard is declared as CURRENT or SUPERSEDED, it shall be flagged with the corresponding remark and date in the ETSI Work Programme database, and the EC shall be informed. In all cases other than withdrawal, the standard shall be reviewed again according to the present Clause after a maximum of five (5) years.

#### **2.2.2.3.3 Revision**

When decision is taken to revise such a standard, the responsible Technical Group shall:

- create a WISR to produce a subsequent version of the standard and make the WISR adopted by the NSBG (see Clause 1.6.3.2 above);
- when appropriate, name the Technical Group that has since been terminated in the "Remarks" field of the new WISR;
- consider the full text of the latest published version of the standard as the stable draft, subject to maintenance, of the subsequent version;

- revise the text of the subsequent version;
- approve the final draft of the subsequent version;
- submit the final draft to the Secretariat for application of the SRdAP (see Clause 2.2.2.1.1 above), unless the proposed changes are purely editorial;
- make the standard published by the Secretariat when adopted by the NSBG.

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

Once the subsequent version has been published, the previous version of the standard shall remain unchanged and publicly available or submitted to a withdrawal procedure (see Clause 2.2.2.3.4 below) by the responsible Technical Group.

#### **2.2.2.3.4 Withdrawal**

As per Article 21.6 of the Rules of Procedures, one (1), several, or all versions of a European Standard, European standardisation deliverable or Harmonised Standard may be withdrawn by application of the Weighted National Voting procedure described in Article 21.5 of the Rules of Procedure.

When a Technical Group wishes to propose the withdrawal of such an ETSI published standard falling under its responsibility, it shall draft and approve the corresponding withdrawal proposal for submission to the Director-General.

When an NSB wishes to propose the withdrawal of such an ETSI published deliverable, it shall draft the corresponding withdrawal proposal for submission to the Director-General.

Upon reception of the withdrawal proposal, and before launching the withdrawal procedure, the Secretariat shall check if the standard is normatively referenced in another ETSI deliverable. In such a case, the standard shall not be withdrawn unless a suitable solution for replacing the normative reference(s) has been found.

Otherwise, the Secretariat shall prepare, within ten (10) calendar days, the withdrawal proposal to be submitted for decision to the NSBG as per the Weighted National Voting procedure stipulated in Article 21.5 of the Rules of Procedure.

The eligible NSBs shall undertake national consultations over a period of sixty (60) calendar days and submit the resulting national position to the Secretariat by the closing date of the procedure.

The Director-General may extend the voting period on receipt of a justified written request from an NSB.

The vote cast by each NSB 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 withdrawal of the standard is not acceptable.

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

The vote result shall be determined in accordance with Articles 12.2 and 21.5 of the Rules of Procedure.

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

Any accompanying comments shall be passed to the Chair of the responsible Technical Group for possible later consideration.

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

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

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

The Director-General shall consult the General Assembly prior to submitting the withdrawal request and

the comments resulting from the consultation to the Board for endorsement of the withdrawal proposal.

Upon Board endorsement, the Secretariat shall, within ten (10) calendar days, prepare the proposal for submission to the NSBG for decision and proceed according to the above procedure.

## **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) calendar days of the TB approval for the ETSI deliverable to be dispatched 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) calendar days.

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

#### **2.2.3.2.1 Deliverable produced and maintained by the same active Technical Group**

When need arises for a Technical Group to revise one (1) of its published deliverables, the following procedure shall apply:

1. A new Work Item shall be created and adopted by the Technical Group to produce a subsequent version of the deliverable based on the full text of the deliverable subject to maintenance;
2. The full text of the deliverable subject to maintenance shall be extracted and considered as the stable draft of the subsequent version;
3. The text of the subsequent version shall be revised by the Technical Group;
4. The subsequent version shall be submitted for approval to the Technical Group;
  - a. in case of purely editorial changes, the Chair may submit the subsequent version to the Secretariat for publication;

- b. in case of other changes, the Chair shall submit the subsequent version to the Secretariat for application of the relevant adoption procedure;
5. Upon adoption, the subsequent version shall be published by the Secretariat;
6. Upon publication of the subsequent version, the deliverable subject to maintenance shall remain unchanged and publicly available, or proposed for withdrawal by the Technical Group.

#### **2.2.3.2.2 Deliverable produced by a Technical Group subject to cessation with an active Technical Group designated to maintain it**

When need arises for a designated Technical Group to revise such a deliverable, the procedure specified in Clause 2.2.3.2.1 above shall apply, and the name of the Technical Group subject to cessation shall be recorded in the "Remark" field of the new Work Item.

#### **2.2.3.2.3 Deliverable produced by a Technical Group subject to cessation with no active Technical Group designated to maintain it**

When need arises to maintain such a deliverable,

- a Technical Group may ask the Board to be allocated its maintenance and, upon Board approval, the procedure specified in Clause 2.2.3.2.2 above shall apply, or
- a group of four (4) Full or Associate members may propose to the Board the creation of a Technical Group aiming at a further evolution of the technologies of the deliverable(s) considered, giving room to the maintenance of such deliverable(s), as per the procedure specified in Clause 2.2.3.2.2 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) calendar days, prepare the proposal for submission to the members.

The withdrawal vote shall be performed over a period of sixty (60) calendar 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) calendar 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) calendar days, prepare the proposal for submission to the members and proceed according to the above procedure.

## **2.2.4 TS - Technical Specification, TR - 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 above, shall be submitted to the Secretariat within fourteen (14) calendar 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) calendar 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**

The rules for maintaining a TS or TR shall follow the same principles as those laid down in Clauses 2.2.3.2.1, 2.2.3.2.2 or 2.2.3.2.3 above depending on the situation.

### **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 "Historical" status**

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 above;
- 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) calendar days of its approval. Providing that the draft complies with the ETSI Drafting Rules, the Secretariat shall publish the SR within thirty (30) calendar 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**

The rules for maintaining an SR shall follow the same principles as those laid down in Clauses 2.2.3.2.1, 2.2.3.2.2 or 2.2.3.2.3 above depending on the situation.

#### **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 - Group Specification, GR - 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) calendar 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) calendar days.

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

#### **2.2.7.2 Maintenance**

##### **2.2.7.2.1 Deliverable produced and maintained by the same active ISG**

When need arises for an ISG to revise one (1) of its published deliverables, the procedure shall follow the same principles as those laid down in Clause 2.2.3.2.1 above.

##### **2.2.7.2.2 Deliverable produced by an ISG subject to cessation with an active Technical Group designated to maintain it**

When need arises for a designated Technical Group to revise such a deliverable, the following procedure shall apply:

1. A new Work Item shall be created and adopted by the Technical Group to produce a subsequent version of the deliverable of type SR, TR, TS, EG, ES or EN, based on the full text of the deliverable subject to maintenance;
2. The name of the ISG subject to cessation shall be recorded in the "Remark" field of the new Work Item;



3. The full text of the deliverable subject to maintenance shall be extracted and considered as the stable draft of the subsequent version;
4. The text of the subsequent version shall be revised by the Technical Group;
5. The subsequent version shall be submitted for approval to the Technical Group;
  - a. in case of purely editorial changes, the Chair may submit the subsequent version to the Secretariat for publication;
  - b. in case of other changes, the Chair shall submit the subsequent version to the Secretariat for application of the relevant adoption procedure;
6. if adopted, the subsequent version shall be published by the Secretariat;
7. once the subsequent version has been published, the deliverable subject to maintenance shall remain unchanged and publicly available or proposed for withdrawal by the Technical Group.

#### **2.2.7.2.3 Deliverable produced by an ISG subject to cessation with no active Technical Group designated to maintain it**

When need arises to maintain such a deliverable,

- a Technical Group may ask the Board to be allocated its maintenance and, upon Board approval, it shall apply the procedure specified in Clause 2.2.7.2.2 above, or
- a group of four (4) Full or Associate members may propose to the Board the creation of a Technical Group aiming at a further evolution of the technologies of the deliverable(s) considered, giving room to the maintenance of such deliverable(s), as per the procedure specified in Clause 2.2.7.2.2 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 subject to cessation, 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 "Historical" status**

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

### **2.3 Void**

### **2.4 National transposition**

European Standards and European standardisation deliverables shall be transposed by the eligible members of the NSOG or NSBG (see Articles 13.7 and 21.7 of the Rules of Procedure).

The responsible Technical Group shall, during the drafting of a European Standard or European standardisation deliverable, and particularly prior the commencement of the ENAP or SRdAP by the eligible members of the NSOG or NSBG (see Articles 13 and 21 of the Rules of Procedure), advise the Director-General of any reasons that they are aware of which might justify a longer transposition period, e.g. a later date of withdrawal than indicated in the table below and advise on the new date of withdrawal to apply.

The members of the NSOG or NSBG, in the context of the ETSI-NSO Agreement, shall also advise the Director-General of any reasons that they are aware of which might prevent the application of the default transposition periods.

	<b>Action</b>	<b>Default period</b>
<b>doa</b>	Latest <b>date of</b> national announcement of the European standard or European standardisation deliverable	Three (3) months after the publication by ETSI of the European Standard or European standardisation deliverable
<b>dop/e</b>	Latest <b>date of</b> publication or endorsement as a national standard	Six (6) months after <b>doa</b>
<b>dow</b>	Latest <b>date of</b> withdrawal of conflicting national standard(s)	Six (6) months after <b>doa</b> (i.e. normally same as <b>dop/e</b> but if later, the European Standard or European standardisation deliverable 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 ETSI 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 and/or Associate members (or applicants to Full or Associate membership) 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 Work Items (as defined in Clause 3.6 below), 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 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 up to 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 cessation of the ISG or the Work Items that shall be stopped according to Clause 3.6.5 below.

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 3.2.4 below as soon as the transition phase has been completed.

### **3.2.4 Cessation of an ISG**

Before cessation, 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 Technical Group responsible to perform the maintenance of its deliverable(s) when needed.

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

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

Where no such body exists, the Board shall be informed that no Technical Group 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 deciding the cessation of an ISG, in consultation with the Board, and informing the ETSI members.

## **3.3 Chair and Vice-Chairs of ISG, Chairs of Working Groups**

### **3.3.1 Appointment of the Chair of an ISG**

#### **3.3.1.1 Appointment principles**

The Chair of an ISG

- shall be a delegate of an ISG Member organization with the status of Full or Associate member;
- shall be appointed by the ISG for a term of office of up to two (2) years;
- may be appointed for up to three (3) consecutive terms of office by the same ISG;
- may be authorized by the ISG to apply for more than three (3) consecutive terms of office provided the incumbent obtains seventy one percent (71%) of the votes cast, before the appointment procedure described in Clause 3.3.1.2 below is initiated.

A Chair who has reached the maximum number of consecutive terms permitted, may apply for a potential new series of terms of office only after a gap of at least one (1) term.

The above limits applicable to the number of consecutive terms of office shall apply to both the appointed individual, the member organization, the Corporate Group or the Public Group, the person represents.

The appointment of a Chair shall be confirmed by the Director-General.

### **3.3.1.2 Appointment Procedure**

When need arises to appoint a Chair, the Convenor, the interim Chair or the Chair of the ISG shall launch a call-for-candidature to invite the ISG Members with the status of Full or Associate member to apply for the position, at least thirty (30) calendar days prior to the appointment date.

The list of candidates shall be communicated to the ISG prior to the appointment.

- If only one (1) candidate has applied for the position, this candidate may be appointed by Consensus as per Clause 3.7.1 below.
- If more than one (1) candidate have applied for the position, the decision-making procedures given in Clause 3.7 below shall apply.

If the ISG is unable to decide on one (1) candidate during the appointment procedure, the matter shall be put on hold and referred to the Director-General for resolution.

### **3.3.2 Dismissal of the Chair of an ISG**

The Chair of an ISG may be dismissed by the Director-General if in breach of the Chair's responsibilities. In such a case, a Vice-Chair shall stand-in until a new Chair is appointed as per the procedure described in Clause 3.3.1.2 above.

A Chair being dismissed is no longer entitled to apply for a Chair's position.

### **3.3.3 Resignation of the Chair of an ISG**

In the case where a Chair resigns during the term of office, a Vice-Chair shall stand-in until a new Chair is appointed as per the procedure described in Clause 3.3.1.2 above.

The Director-General shall be kept informed of any change relevant to the present Clause.

### **3.3.4 Unavailability of the Chair of an ISG**

In the case where the Chair is unavailable due to long term sickness or incapacity, a Vice-Chair shall stand-in until the issue can be discussed at the next meeting of the ISG.

### **3.3.5 Change of supporting organization of the Chair of an ISG**

In the case where the Chair of an ISG is no longer supported by an ISG Member with the status of Full or Associate member and expresses the wish to keep the Chair's position, it shall be given a three (3)-month transition period to find a new ISG Member supporting organization with the status of Full or Associate member.

During the transition period, a Vice-Chair shall stand-in as interim Chair of the ISG, and the former Chair shall be allowed to attend meetings of the ISG as a Guest and shall have access to all documents and mailing lists of the ISG, with no right to contribute, or participate in any discussion or decision.

If a new ISG Member supporting organization with the status of Full or Associate member has not been found at the end of the three (3)-month transition period, the ISG shall assume the resignation of the person concerned, declare the Chair's position vacant, and launch an appointment procedure as described in Clause 3.3.1.2 above.

In any case, and irrespective of the duration of the interim period, the term of office served shall be counted as a full term for the purpose of the counting of maximum number of consecutive terms permitted.

The Director-General shall be kept informed of any change relevant to the present Clause.

### **3.3.6 Vice-Chair(s) of an ISG and Chair of a Working Group**

An ISG may appoint Vice-Chairs and Working Group Chairs for a period of up to two (2) years as defined in its Terms of Reference using the decision-making procedures given in Clause 3.7 below. After each two (2) year period they may be re-appointed.

### **3.3.7 Responsibilities of the Chair of an ISG**

The Chair of an ISG

- is responsible for the overall management of the Work Programme and the efficient working of the ISG, including its Working Group(s), if any;
- has an overall responsibility to ensure that the activities of the ISG and its Working Group(s), if any, follow the ETSI Directives, the ISG Terms of Reference, the ISG Participant Agreement and the related procedures;
- may be assisted by the Secretariat or by delegates of organizations participating in the ISG;
- is responsible for reporting to the Board and the General Assembly on the activities of the ISG upon request.
- shall maintain strict impartiality and act in the interest of ETSI and its members.

### **3.4 Participation in the work of an ISG**

The ISG membership may comprise ISG Members (Full and/or Associate members and applicants to Full or Associate membership), ISG Participants (Observer members and/or non-ETSI members who have signed an ISG Participant Agreement) and Counsellors.

Online ISG meetings and remote participation in ISG physical meetings by electronic means should be permitted whenever technically possible.

#### **3.4.1 ISG membership duties**

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

#### **3.4.2 ETSI IPR Policy**

ETSI members, whether Member of an ISG or not, are committed to apply the ETSI IPR Policy (Annex 6 of the Rules of Procedure).

By signing an ISG Participant Agreement, the ISG Participants are committed to apply the ETSI IPR Policy.

Any Group Specification (GS) produced by an ISG shall be treated as a TECHNICAL SPECIFICATION under the ETSI IPR Policy.

#### **3.4.3 ISG Members**

Full and Associate members (and applicants to Full or Associate membership when authorized) have the right to attend meetings of an ISG and to participate in the work with the right to vote, if eligible, as per Clause 3.7.2 below.

### 3.4.3.1 ISG Founding Members

The ISG Founding Members (FM) are composed of at least four (4) Full and/or Associate members or applicants to Full or Associate membership that have formally proposed the creation of an ISG to the Director-General.

The FM shall draft the initial ISG Terms of Reference, to be approved by the Director-General, including

- the term of office of the ISG Chair (see Clause 3.3.1 above),
- the term of office of the ISG Vice-Chairs and/or ISG Working Group Chairs (see Clause 3.3.2 above)
- the duration of the ISG Kick-off Period and the conditions of eligibility to vote (see Clause 3.7.2 below),
- the individual voting weight model applicable (see 3.7.3 below), and
- the principles of interpretation of the vote results applicable to the ISG.

### 3.4.3.2 Applicants to Full or Associate membership

Applicants to Full or Associate membership may be authorized by the Director-General to attend meetings of an ISG and to participate in the work of the ISG with the right to vote, if eligible, as per Clause 3.7.2 below, before the application to ETSI membership is formally approved by the General Assembly.

### 3.4.3.3 Full or Associate member associations

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 authorized 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 experts 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.

## 3.4.4 ISG Participants

### 3.4.4.1 Observer members

As specified in Article 1.2.4 of the Rules of Procedure, Observer members may attend meetings of an ISG and participate in the work of the ISG without the right to vote subject to having signed the relevant ISG Participant Agreement, including having paid the appropriate individual meeting participation fee, if any.

### 3.4.4.2 Non-ETSI members

Non-ETSI members may attend meetings of an ISG and participate in the work of the ISG without the right to vote subject to having signed the relevant ISG Participant Agreement, including having paid the appropriate individual meeting participation fee, if any.

### 3.4.4.3 Individual meeting participation fee

ISG Participants may be required to pay an individual meeting participation fee which amount is determined by the Director-General and specified in the ISG Participant Agreement.

Individual meeting participation fees shall be due in order to physically or remotely attend ISG Plenary Meetings.

### **3.4.5 ETSI Partners**

Partners who have signed a Memorandum of Understanding or a Cooperation Agreement with ETSI may be allowed to attend meetings of an ISG, and to submit contributions for information only, without the right to be involved in any decision-making.

Partners who have signed a Cooperation Agreement and a Working Supplement with ETSI may be allowed to attend meetings of an ISG, and to submit contributions for discussion or for decision, with the potential right to be involved in decision-making, as specified within the relevant Working Supplement.

Where an ETSI 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.

ETSI Partners may be allowed to be represented in an ISG meeting by up to two (2) delegates be it an employee, an elected official or an employee of their members, if any. Exceptions may be granted by the Director-General on a case-by-case basis.

The ETSI Partner's representatives shall be identified in writing by the said Partner when requesting participation to a specific ISG meeting and shall register to that meeting.

### **3.4.6 Counsellors**

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

### **3.4.7 ISG Guests**

On an exceptional and temporary basis, Observer members and non-ETSI members who 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 Observer member 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.

## **3.5 Convening an ISG meeting**

### **3.5.1 Invitation to an ISG meeting**

The Kick-off Meeting (KoM) of a new ISG shall be announced by the Director-General in a Collective Letter with at least thirty (30) calendar days' notice.

The invitation to an ISG meeting and the necessary logistical information shall be disseminated by the hosting organization to all on the ISG membership list (see Clause 3.5.5 below) at least thirty (30) calendar days prior to the meeting.

### **3.5.2 Agenda for an ISG meeting**

The draft agenda for the Kick-off Meeting of a new ISG shall be announced by the Director-General in a Collective Letter with at least thirty (30) calendar days' notice.

The draft agenda of an ISG meeting shall be disseminated by the ISG Chair to all on the ISG membership list at least thirty (30) calendar days prior to the meeting.

The draft agenda shall include the draft Group Specifications or Group Reports for approval, if any, and the nominated ISG Chair/Vice-Chairs and/or ISG Working Group Chairs for appointment if any.

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

### **3.5.3 File naming of contributions to ISG meetings**

The file naming of contributions to ISG meetings shall follow the convention below, composed of four (4) logical elements:

**ETSI/ISG(nn)x** where

- ETSI** specifies that it is an ETSI document;
- /ISG** specifies the acronym of the ISG or Working Group of the ISG;
- (nn)** specifies the last two (2) digits of the year of the meeting;
- x** specifies any additional information concerning the unique numbering of the contribution. This element may be used in any way that the ISG sees fit.

The contributions to ISG meetings 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.

### **3.5.4 Registration to an ISG meeting**

Prior to participating to an ISG meeting, every delegate shall register by logging in the ETSI Portal with the personal 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 hiring and/or represented organization.

When registering to an ISG meeting, a delegate may either represent the "Hiring Organization" recorded in the ETSI databases or another ISG Member or ISG Participant organization ("Representing Organization").

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

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 an ISG meeting and shall not change the registration from one (1) organization to another during the meeting.

Whenever a registration is made, each delegate of an ISG Member or ISG Participant will be automatically subscribed to the ISG membership list if not already subscribed.

### **3.5.5 Maintaining an ISG membership list**

Each ISG shall maintain a membership email exploder list.

Only delegates of an ISG Member, an ISG Participant or a Counsellor subscribed to the ISG membership list with their EOL account email address will be considered as members of the ISG.

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

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

## **3.6 Work Programme**

### **3.6.1 Work Item**

A Work Item describes a standardization task with the following principal parameters:

- title of the Work Item;
- intended ETSI deliverable type i.e. GS or GR;
- technical scope, including the field of application of the intended GS or GR;
- schedule of tasks for its production;
- identities of the supporting ISG Members;
- identity of the Rapporteur;
- environmental aspects if any;



- user and consumer aspects if any;
- labour and workplace aspects if any;
- specific relevance to SME, if any
- security and privacy aspects, if any
- position of the Work Item in the hierarchical tree if a hierarchical Work Programme approach has been adopted.

See the Work Item proposal form in Annex K below.

The Work Programme of an ISG shall consist of all the Work Items for which it is responsible.

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

ISGs 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 ISG, or TBs/ISGs concerned (e.g. "release", "technical area", "project", "stage", etc.).

### **3.6.2 Creation of a Work Item**

A proposal for a new Work Item shall be supported by at least four (4) ISG Members. The supporting ISG Members should contribute to the new work.

A single individual shall be named as Rapporteur for the 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 Work Item does not fit clearly into the scope of a single existing ISG, it should be submitted to the OCG for co-ordination and allocation of responsibilities.

Where work is expected to result in more than one (1) GS or GR, a separate Work Item shall be created for each proposed GS or GR.

An ISG may undertake work that will not directly lead to the production of a GS or GR. Such a Work Item shall be clearly indicated as having no expected GS or GR and shall include a schedule for the expected life cycle of the work, with appropriate milestones.

### **3.6.3 Adoption of a Work Item**

An ISG shall define and adopt a new Work Item 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, TBs and ISGs.

A new Work Item will remain flagged as "new" until the end of the month following the month during which the Work Item was entered into the ETSI Work Programme.

The adoption of a new Work Item shall be considered as confirmed unless a substantial objection is received from a Full or Associate member or from another concerned TB or ISG 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 Full or Associate member or concerned TB or ISG to discuss their objections with the ISG Chair.

If it is not possible to resolve the objection, it is the responsibility of the Full or Associate member or concerned TB or ISG to raise the issue with the Board.

If the ISG considers that the 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 above.

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

### 3.6.4 Progress of a Work Item

An ISG may not approve the final text for a GS or GR until the corresponding Work Item has been adopted.

An ISG shall organize its work in order to meet the schedules of its Work Items.

Where an ISG uses Working Groups, the ISG shall be responsible for the approval of its 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.

An ISG shall regularly review its 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.

#### 3.6.4.1 Work Item Milestones

During the drafting of a deliverable (i.e. from adoption of the Work Item to approval of the final draft), the progress shall be recorded in the ETSI Work Programme as milestone target dates and achieved dates (see table below).

Milestone	Target date	Achieved date	Milestone type
Work Item adoption			decision
Early draft			maturity
Stable draft			maturity
Final Draft			maturity
Working Group endorsement			decision
ISG approval			decision

Two (2) types of milestones are used to characterize the progress of the draft deliverable:

#### Decision milestones

The decision milestones are the identified steps in the drafting process of a deliverable where the ISG, or a Working Group, evaluates whether the outcome of the ongoing task is successful or not.

The setting and update of the decision milestones are under the responsibility of the ISG or Working Group in charge of the task.

#### Maturity milestones

The Maturity milestones give an indication of the status of the deliverable according to the perception of its Rapporteur:

- **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;

- **Final Draft:** the tasks of the Rapporteur have been completed and the Rapporteur considers that the draft deliverable fulfils the original scope and foresees no required technical change before the next approval phase by the ISG.

The update of the maturity milestones is under the responsibility of the Rapporteur in charge of the Work Item.

#### 3.6.4.2 Use of Change Control (CC) mechanism

An ISG may decide to use a Change Control (CC) mechanism to follow changes to a draft GS or GR prepared under a particular Work Item.

The CC mechanism may be used to indicate proposed changes to be applied to a draft GS or GR corresponding to a new version of a previously published GS or GR or to indicate proposed changes to be applied to a new draft GS or GR.

The decision to place a draft deliverable under CC belongs to the responsible group (ISG or ISG 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).

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

#### 3.6.5 Stopping a Work Item

Prior to publication of the intended GS or GR, the responsible ISG may conclude that a Work Item is no longer required.

Any Work Item shall automatically be stopped if no progress has been achieved in a period of one (1) year.

The ETSI Work Programme shall be updated accordingly and shall show the Work Item as “Stopped” until the end of the month following the month during which the Work Item was initially flagged. A stopped Work Item may be reactivated in accordance with Clause 3.6.2 above.

### 3.7 Decision-making in an ISG

#### 3.7.1 Decision-making principles

In all decisions, including appointments of Chairs and Vice-Chairs, an ISG shall endeavour to reach Consensus.

If Consensus cannot be achieved during a meeting, or in between meetings (see Clause 3.7.7 below), the Chair of an ISG may decide to hold a vote which

- shall be performed by a secret ballot in case of appointment of a Chair or Vice-Chair, as per Article 11.6 of the Rules of Procedure;
- may be performed by a secret ballot in any other cases.

Where voting is used, a secret ballot using simple majority shall be organized to appoint the ISG Chair and the result of the vote shall be interpreted as specified in option 2 of Clause 3.7.4 below.

The Chair of the ISG shall be responsible for the voting procedure and shall ensure that confidentiality is maintained.

Abstentions or failure to cast a vote shall not be considered when determining the result of a vote.

Where the decision is taken to hold a vote, this vote may be conducted during a meeting of the ISG (see Clause 3.7.5 below) or by correspondence in between meetings (see Clause 3.7.6 below).

#### 3.7.2 Eligibility to vote

During the ISG Kick-off Period (KoP), only the ISG Founding Members are eligible to vote.

Where voting is used after the KoP, one (1) of the options below shall apply to the ISG Members, as specified by the ISG Founding Members in the Terms of Reference at the creation of the ISG and approved by the Director-General:

**Option 1:** all ISG Members are eligible to vote, without restriction;

**Option 2:** ISG Members are eligible to vote (voting Members) if they have physically attended at least two (2) of the previous three (3) ISG physical Plenary Meetings, the ISG Kick-off Meeting being counted as a physical Plenary Meeting;

**Option 3:** ISG Members are eligible to vote (voting Members) if they have attended at least two (2) of the previous three (3) ISG Plenary Meetings, the ISG Kick-off Meeting being counted as a Plenary Meeting.

If exceptional circumstances prevent Option 2 to be implemented by the ISG that has selected it, the Director-General may accept, on proposal from the Chair of the ISG, that the eligibility to vote is changed to Option 1 or Option 3 for a limited time period.

Any further change to the ISG Terms of Reference, approved by the Director-General, shall apply to the ISG membership.

### 3.7.3 Voting weight

Where voting is used, the individual weighting of each ISG voting Member shall be determined according to one (1) of the options below specified by the ISG Founding Members in the Terms of Reference at the creation of the ISG and approved by the Director-General:

**Option 1:** the ISG Members eligible to vote and not part of a Corporate or Public Group are granted the voting weight associated to the Class of Contribution their organization belongs to, as defined in Annex 2 of the RoP. Each organization will be entitled to cast only one (1) vote. If several delegates from the same organization cast a vote, only the last vote cast will be retained.

The ISG Members eligible to vote and part of a Corporate or Public Group are granted the voting weight associated to the Group their organization belongs to. Each organization will be entitled to cast only one (1) vote in representation of the Corporate or Public Group. If several delegates from the same Group cast a vote, only the last vote cast will be retained.

**Option 2:** the ISG Members eligible to vote and not part of a Corporate or Public Group are granted a voting weight equal to one (1). Each organization will be entitled to cast only one (1) vote. If several delegates from the same organization cast a vote, only the last vote cast will be retained.

The ISG Members eligible to vote and part of a Corporate or Public Group are granted a voting weight of one (1), allocated to the whole Corporate or Public Group. Each organization will be entitled to cast only one (1) vote in representation of the Corporate or Public Group. If several delegates from the same Group cast a vote, only the last vote cast will be retained.

Any further change to the ISG Terms or Reference, approved by the Director-General, shall apply to the ISG membership.

### 3.7.4 Vote results

Where voting is used, the vote results shall be evaluated by the Chair of the ISG using the individual weighting of each ISG voting Member as specified in Clause 3.7.3 above and in the Terms of Reference of the ISG.

The vote results shall be interpreted according to one (1) of the options below specified by the ISG Founding Members in the Terms of Reference at the creation of the ISG and approved by the Director-General:

**Option 1:** 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 only the votes of the ISG voting Members with the Full member status.

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

**Option 2:** a proposal shall be deemed to be approved if more than fifty percent (50%) 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 more than fifty percent (50%), the result shall be re-calculated using only the votes of the ISG voting Members with the Full member status.

If the re-calculated result achieves more than fifty (50%), the proposal shall be deemed to be approved.

Any further change to the ISG Terms of Reference, approved by the Director-General, shall apply to the ISG membership.

### 3.7.5 Voting during a meeting of an ISG

The following procedure shall apply to voting during a meeting:

- before opening the vote, a clear definition of the proposal(s), or list of candidates, submitted to the vote shall be provided by the Chair of the ISG;
- only the delegates of eligible ISG Member organizations who are registered to the meeting, and are present (physically or remotely connected), may cast a vote;
- if an ISG voting Member organization has more than one (1) delegate in the meeting, only one (1) vote cast per organization shall be counted. If several delegates, from the same organization, cast a vote, only the last vote cast shall be counted;
- if a Corporate or Public Group has more than one (1) delegate in the meeting, only one (1) vote cast per Corporate or Public Group shall be counted;
- where electronic voting procedures are used, each vote cast may be changed until the voting period is closed;
- the opinions of the Counsellors should be noted;
- voting by proxy is not permitted.
- there are no quorum requirements;
- splitting of vote is not permitted;
- at the closing of the voting period, the result of the vote shall be evaluated by the Chair according to the relevant rules specified in the ISG Terms of Reference, and communicated to the ISG;
- the result of the vote shall be recorded as a decision in the report of the meeting where the vote has taken place.

### 3.7.6 Voting by correspondence in between meetings of an ISG

The following procedure shall apply to voting in between meetings:

- a clear definition of the proposal(s), or list of candidates, submitted to the vote shall be disseminated by the Chair of the ISG to the membership list at least seven (7) calendar days before opening the vote;
- only the delegates of eligible ISG Member organizations who are subscribed to the ISG membership list may cast a vote;
- if an ISG Member organization has more than one (1) delegate subscribed to the membership list, only one (1) vote cast per organization shall be counted. If several delegates, from the same organization, cast a vote, only the last vote cast will be counted;
- if a Corporate or Public Group has more than one (1) delegate subscribed to the membership list, only one (1) vote cast per Corporate or Public Group shall be counted;
- electronic voting shall be used;
- the voting period shall be at least two (2) calendar days;
- each vote cast may be changed until the voting period is closed;
- voting by proxy is not permitted;
- there are no quorum requirements;

- splitting of the vote is not permitted;
- at the closing of the voting period, the result of the vote shall be evaluated by the Chair according to the relevant rules specified in the ISG Terms of Reference;
- the result of the vote shall be disseminated by the Chair to the membership list within seven (7) calendar days and recorded as a decision taken by correspondence in the report of the following meeting.

### **3.7.7 Decision taken by Consensus in between meetings**

The following procedure shall apply to consult the ISG and take a decision by Consensus in between meetings:

- a clear definition of the proposal(s), and the duration of the time period for submitting comments and/or objections, shall be disseminated by the Chair of the ISG to the membership list at least seven (7) calendar days before the opening of the consultation;
- only the delegates of ISG Members and ISG Participants who are subscribed to the membership list may participate in the consultation;
- the Remote Consensus tool shall be used;
- the time period for participating in the consultation shall be at least seven (7) calendar days;
- objections may be cleared prior to the closing of the consultation;
- the decision resulting from the consultation shall be ratified by the Chair of the ISG at the end of the time period, based on the comments collected and the objection(s) raised;
- the decision shall be disseminated by the Chair of the ISG to the membership list within seven (7) calendar days and recorded as a decision taken by consensus in the report of the following meeting.

### **3.7.8 Appealing against the decision(s) of the Chair of an ISG**

Any ISG Participant or ISG Member questioning the ruling of the Chair on a decision may escalate the case to the Director-General and shall inform the Chair of the concerned ISG of this appeal. The ruling of a Chair shall be taken as the basis for future operations, unless overturned by the Director-General.

## **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 above.

## **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.

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

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

### **3.9.2 Changes to the Terms of Reference of an ISG Working Group**

The ISG Chair shall notify the Secretariat of any changes to the Terms of Reference of its Working Groups, if any, thus allowing the relevant documentation to be maintained.

### **3.9.3 ISG meeting reports**

The ISG Chair shall prepare a report of each ISG meeting.

The meeting report shall contain the proceedings of the meeting, including summaries of essential discussions and the decisions made.

The meeting report requires the approval of the ISG and, at least, a draft meeting report should be made available on the ETSI server within thirty (30) calendar days.

If the approved meeting report has not already been made available, the ISG Chair shall provide, within

fifteen (15) calendar days, a list of the main decisions and matters arising.

This shall identify:

- any changes to the ISG structure;
- any ISG Chair/Vice-Chairs and WG Chairs elected;
- new Work Items adopted or stopped;
- Change Request decisions;
- deliverables approved or withdrawn;
- new meetings organized;
- any other items where an action is required from the Secretariat.

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

The ISG 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 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, Observer members 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 Technical Working Procedures;
- shall not produce ETSI deliverables as defined in Annex A, A.3 of the 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 cessation of a Coordination Group**

It is the responsibility of the Board to create or cease 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 cessation, 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 exists 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 the 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 the 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 above 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 above 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) calendar 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, Observer members 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 Technical Working Procedures;
- shall not produce ETSI deliverables as defined in Annex A, A.3 of the 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 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.

## **7 Operation of Software Development Groups (SDG)**

### **7.1 Characteristics of an SDG**

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

An SDG is a Software or open source Software development activity hosted by ETSI addressing a specific technology area in accordance with the Purpose and Scope of Activities defined in Articles 2 and 3 respectively of the Statutes, where the Software and related documentation is made publicly available. Generally, Software developed in an SDG is not intended for inclusion in an ETSI Deliverable (see Clause 7.13 below).

An SDG:

- is proposed to be established on the initiative of any group of, at least four (4), Full and/or Associate members (or applicants to Full or Associate membership) making a request to the Director-General;
- has an SDG Member Agreement including a Contributor License Agreement which shall be signed by all Full members and/or Associate members (or applicants to Full or Associate membership) wishing to participate in the work of the SDG;
- may have an SDG Participant Agreement including a Contributor License Agreement which shall be signed by all organizations who are not Full or Associate members (or applicants to Full or Associate membership), wishing to participate in the work of the SDG;
- may have an SDG Individual Contributor Agreement which shall be signed by all individual contributors to the SDG;
- has Terms of Reference which define the licence under which Software is contributed to the group, and the licences(s) under which Software is made publicly available;
- has its own programme/project management for internal priority-setting, and agreed delivery dates for its output;
- is responsible for defining its own Detailed SDG working procedures within the limits of its Terms of Reference and the Technical Working Procedures, describing its structure, the operation of any sub-groups, Software, documentation and release management procedures and any leadership roles required;
- is responsible for managing its own budget;
- is responsible for the Software it produces together with any associated documentation;
- reports to the General Assembly and the Board on work progress upon request.
- shall not develop ETSI Deliverables as defined in Annex A of the Technical Working Procedures.

The purpose, objectives and scope of an SDG shall be clearly defined from the outset in its Terms of Reference, including the expected impact of its output.

### **7.2 Lifecycle of an SDG**

#### **7.2.1 Creation of an SDG**

The Director-General is responsible for creating an SDG, in consultation with the Board, and approving its Terms of Reference, based on written proposals in accordance with the criteria given in Annex D.7 below. The OCG shall be invited to comment on each proposal to create an SDG.

The duration of the SDG shall be fixed at the outset with an initial period of up to two (2) years starting on the first day of the SDG's Kick-off Meeting.

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

### **7.2.2 Extension of an SDG**

On request from an SDG, 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 SDG and the advice of the Board.

### **7.2.3 Cessation of an SDG**

Before cessation, the SDG is responsible for preparing, in coordination with the Secretariat, recommendations concerning the maintenance of its Software and documentation.

The Director-General is responsible for deciding the cessation of an SDG, in consultation with the Board, and informing the ETSI members.

## **7.3 SDG Leadership positions**

### **7.3.1 SDG Leaders**

The SDG Leaders are the Chair of the SDG, any Vice-Chairs of the SDG, Chairs of any Working Groups established by the SDG as well as other leadership roles as defined in the Detailed SDG Working Procedures.

### **7.3.2 Appointment of the Chair of an SDG**

#### **7.3.2.1 Appointment principles**

The Chair of an SDG

- shall be a delegate of an SDG Member with the status of Full or Associate member;
- shall be appointed by the SDG for a term of office of two (2) years;
- may be appointed for up to three (3) consecutive terms of office by the same SDG;
- may be authorized by the SDG to apply for more than three (3) consecutive terms of office provided the incumbent obtains seventy one percent (71%) of the votes cast as per Clause 7.7 below), before the appointment procedure described in Clause 7.3.2.2 below is initiated.

A Chair who has reached the maximum number of consecutive terms permitted, may apply for a potential new series of terms of office only after a gap of at least one (1) term.

The above limits applicable to the number of consecutive terms of office shall apply to both the appointed person and the member organization, or Corporate Group, the person represents.

The appointment of a Chair shall be confirmed by the Director-General.

#### **7.3.2.2 Appointment Procedure**

When need arises to appoint a Chair, the Convenor, the interim Chair or the Chair of the SDG shall launch a call-for-candidature to invite the SDG Members with the status of Full or Associate member to apply for the position, at least thirty (30) calendar days prior to the appointment date.

The list of candidates shall be communicated to the SDG prior to the appointment.

- If only one (1) candidate has applied for the position, this candidate may be appointed by Consensus as per Clause 7.7.1 below.
- If more than one (1) candidate have applied for the position, the decision-making procedures given in Clause 7.7 below shall apply.

If the SDG is unable to decide on one (1) candidate during the appointment procedure, the matter shall be put on hold and referred to the Director-General for resolution.

### **7.3.3 Dismissal of the Chair of an SDG**

The Chair of an SDG may be dismissed by the Director-General if in breach of the Chair's responsibilities. In such a case, a Vice-Chair shall stand-in until a new Chair is appointed as per the procedure described in Clause 7.3.2.2 above.

A Chair being dismissed is no longer entitled to apply for a Chair's position.

#### **7.3.4 Resignation of the Chair of an SDG**

In the case where a Chair resigns during the term of office, a Vice-Chair shall stand-in until a new Chair is appointed as per the procedure described in Clause 7.3.2.2 above.

The Director-General shall be kept informed of any change relevant to the present Clause.

#### **7.3.5 Unavailability of the Chair of an SDG**

In the case where the Chair is unavailable due to long term sickness or incapacity, a Vice-Chair shall stand-in until the issue can be discussed at the next meeting of the SDG.

#### **7.3.6 Change of supporting organization of the Chair of an SDG**

In the case where the Chair of an SDG is no longer supported by an SDG Member with the status of Full or Associate member and expresses the wish to keep the Chair's position, it shall be given a three (3)-month transition period to find a new SDG Member supporting organization with the status of Full or Associate Member.

During the transition period, a Vice-Chair shall stand-in as interim Chair of the SDG, and the former Chair shall be allowed to attend meetings of the SDG as a Guest and shall have access to all documents and mailing lists of the SDG, with no right to contribute, or participate in any discussion or decision.

If a new SDG Member supporting organization with the status of Full or Associate member has not been found at the end of the three (3)-month transition period, the SDG shall assume the resignation of the person concerned, declare the Chair's position vacant, and launch an appointment procedure as described in Clause 7.3.2.2 above.

In any case, and irrespective of the duration of the interim period, the term of office served shall be counted as a full term for the purpose of the counting of maximum number of consecutive terms permitted.

The Director-General shall be kept informed of any change relevant to the present Clause.

#### **7.3.7 Vice-Chair(s) of an SDG and other roles**

Only delegates of SDG Member organizations with the status of Full or Associate member may hold the position of SDG Vice-Chair.

An SDG Vice-Chair is appointed for a term of office of two (2) years, using secret ballot whereby the candidate obtaining the highest number of votes is elected.

After each term of office, the Vice-Chair of an SDG may be re-appointed.

Other official roles and leadership positions, if any, and the process for their appointment shall be described in the Detailed SDG Working Procedures.

#### **7.3.8 Responsibilities of the Chair of an SDG**

The Chair of an SDG

- is responsible for the overall management of the work and the efficient working of the SDG, including its Working Group(s), if any;
- has an overall responsibility to ensure that the activities of the SDG follow the appropriate ETSI policies and procedures, and the SDG operates within its purpose and scope with the aim of reaching its objectives;
- may be assisted by the Secretariat or by delegates of organizations participating in the SDG;
- is responsible for reporting to the Board and the General Assembly on the activities of the SDG

- upon request;
- shall maintain strict impartiality and act in the interest of ETSI and its members.

#### **7.4 Participation in the work of an SDG**

The SDG membership shall comprise SDG Members (Full and/or Associate members and applicants to Full or Associate membership who have signed the relevant SDG Member Agreement).

SDG membership may also comprise SDG Participants (Observer members and/or non-ETSI members who have signed the relevant SDG Participant Agreement), where the Terms of Reference of the SDG indicate that participation of Observer members and/or non-ETSI members is permitted, and Counsellors.

Remote participation in SDG 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.

##### **7.4.1 SDG Membership duties**

SDG Members and SDG Participants have the duty to constructively cooperate in compliance with all applicable competition law rules on the development of the output within the scope of the SDG as described in its Terms of Reference (ToR).

SDG Members and SDG Participants have the duty to observe any Code of Conduct adopted by the SDG in its ToR.

##### **7.4.2 SDG Members**

SDG Members have the right to attend meetings of that SDG and to participate in the work with the right to vote at Plenary Meeting and Plenary Level. The right to vote at other levels is governed by the SDG Member Agreement and the Detailed SDG Working Procedures.

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 authorized 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 SDG meetings shall only represent that Association's views.

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

##### **7.4.3 SDG Participants**

Observer members may attend meetings of an SDG and participate in the work subject to having signed the relevant SDG Participant Agreement, including having paid the appropriate Annual Participation Fee.

ETSI Partners may attend meetings of an SDG and participate in the work subject to having signed the relevant SDG Participant Agreement, including having paid the appropriate Annual 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 authorized 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 SDG meetings shall only represent that Partners views.

Non-ETSI member organizations may attend meetings of an SDG and participate in the work subject to having signed the relevant SDG Participant Agreement, including having paid the appropriate Annual Participation Fee.

#### 7.4.4 Annual Participation Fee

SDG Participants may be required to pay an Annual Participation Fee, the amount of which is determined by the Director-General. The initial amount of the Annual Participation Fee is also specified in the SDG Participant Agreement.

If an SDG Participant fails to pay the required Annual Participation Fee, the Director-General may decide to suspend the right of the SDG Participant to take part in the SDG and/or terminate their SDG Participant Agreement.

#### 7.4.5 Counsellors

Counsellors may attend meetings of an SDG without the right to vote or contribute to the Software or related documentation. In order to contribute to the Software or related documentation, Counsellors shall agree to be bound by the terms of the Contributor's Licence Agreement.

#### 7.4.6 Individual Contributions

Where the Terms of Reference of an SDG permit it, individual persons may contribute to the Software or related documentation subject to having signed the SDG Individual Contributor Agreement. Such individuals may also be invited by the SDG Chair to attend meetings of the group.

### 7.5 Convening an SDG meeting

#### 7.5.1 Invitation to an SDG Plenary Meeting

The invitation to an SDG Plenary Meeting and the necessary logistical information shall be disseminated by the hosting organization at least twenty-one (21) calendar days before the meeting to all on the relevant SDG mailing list.

The first meeting of a new SDG will be announced in a Collective Letter with at least twenty-one (21) calendar days' notice by the Director-General.

#### 7.5.2 Agenda for an SDG Plenary Meeting

The draft agenda shall be disseminated by the SDG Chair to the relevant SDG mailing list at least twenty-one (21) calendar days before an SDG Plenary Meeting. The draft agenda shall include any details of subject matters where voting may be required, and nominated Leaders for appointment, if any.

The draft agenda for the first SDG Plenary Meeting will be announced in a Collective Letter by the Director-General at least twenty-one (21) calendar days before the date of the meeting.

#### 7.5.3 Documentation for an SDG Plenary Meeting

Documents handled at Plenary Meetings shall be numbered as shown in the following example:

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

This numbering system has four (4) logical elements:

- 1) **ETSI:** to indicate that it is an ETSI document;
- 2) **/SDG:** the name of the SDG;
- 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.

Documents handled at lower levels in the SDG may use another document numbering system, as described in the Detailed SDG Working Procedures.

The format for the Software versioning / release numbering will be described in the Detailed SDG Working Procedures.

#### 7.5.4 Registration for an SDG Plenary Meeting

Prior to participating to an SDG meeting, delegates shall register on the ETSI Portal with their ETSI-On-

Line (EOL) account.

When registering to an SDG meeting, delegates may either represent their "Hiring Organization" or another organization ("Representing Organization").

Delegates may only represent one (1) SDG Member or one (1) SDG Participant, or themselves if they are an Individual Contributor, during an SDG meeting and shall not change their registration from one (1) organization to another during the meeting, nor may they change their registration to or from Individual Contributor during the meeting. Individual Contributors may not also represent an SDG Member or Participant organization.

#### **7.5.5 Maintaining an SDG mailing list**

Each SDG shall maintain an e-mail list. Any delegate of an SDG Member or SDG Participant may join the SDG email list.

The SDG e-mail list shall be used for discussion, dissemination and/or collection of information within the SDG and for decision-making outside SDG meetings.

#### **7.6 Work Programme**

An SDG shall describe its own workflows and processes for tracking and managing its work in its Detailed SDG Working Procedures.

An SDG shall not create ETSI Work Items as defined in Annex A of the Technical Working Procedures.

#### **7.7 Decision-making in an SDG**

##### **7.7.1 Decision-making principles**

An SDG, being a Software development activity, may face situations where Consensus cannot be applied to decision-making, especially concerning the Software.

Nevertheless, in all decisions where Consensus is applicable, an SDG shall endeavour to reach Consensus.

If Consensus cannot be achieved during a meeting, or in between meetings (see Clause 7.7.6 below), the Chair of an SDG may decide to hold a vote which

- shall be performed by a secret ballot in case of appointment of a Chair or Vice-Chair as per Article 11.6 of the Rules of Procedure;
- may be performed by a secret ballot in any other cases.

The Chair of the SDG shall be responsible for the voting procedure and shall ensure that confidentiality is maintained.

Where the decision is taken to hold a vote, this vote may be conducted during a meeting of the SDG (see Clause 7.7.4 below) or by correspondence in between meetings (see Clause 7.7.5 below).

##### **7.7.2 Eligibility to vote**

SDG Members shall be entitled to vote at Plenary Meeting and Plenary Level.

The right of SDG Members to participate in decision-making at other levels of the SDG is described in the relevant Detailed SDG Working Procedures.

SDG Participants shall not be entitled to vote at Plenary Meeting and Plenary Level.

SDG Participants may be permitted to participate in decision-making at other levels of the SDG, as described in the relevant Detailed SDG Working Procedures.

Individual Contributors may be consulted for their opinion, but they shall not have the right to vote.

##### **7.7.3 Evaluation of the results of a vote**

Where voting is used at Plenary Meeting or Plenary Level, the vote results shall be evaluated by the Chair of the SDG on the basis of one (1) SDG Member, one (1) vote, weight one (1).

Abstentions or failure to cast a vote shall not be considered when determining the result of a vote.



### 7.7.3.1 Voting to appoint a Chair

For the purpose of voting to appoint a Chair,

- when, in the first ballot, no candidate has exceeded 50% of the votes cast, a second ballot shall be held;
- where there are only two (2) candidates in the second ballot, the candidate obtaining the higher number of votes is elected;
- where there are more than two (2) candidates, if none of them has exceeded 50% of the votes cast, 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.

Only the final result of the vote shall be recorded as a decision in the report of the meeting or disseminated to the SDG e-mail list.

### 7.7.3.2 Voting to change the SDG Terms of Reference and Detailed Working Procedures

For the purpose of voting on proposals to change the SDG Terms of Reference or the Detailed SDG Working Procedures, a proposal shall be deemed to be approved when the percentage of positive votes is at least seventy one percent (71%) of the votes cast.

### 7.7.3.3 Voting to change the SDG Member, Participant or Individual Contributor Agreements

For the purpose of voting on proposals to change the SDG Member, SDG Participant or Individual Contributor Agreements, and decisions concerning costs, unanimous agreement of all SDG Members is required.

Further details of the process for modifications to these Agreements are contained within the Agreements themselves.

### 7.7.3.4 Voting on all other cases

For the purpose of voting in all other cases at Plenary Meeting or Plenary Level, vote results shall be evaluated by the Chair of the SDG using the principle of a simple majority of the votes cast.

In all other cases of decision-making, the process applied shall be described in the relevant Detailed SDG Working Procedures.

### 7.7.4 Voting during a Plenary Meeting of an SDG

The following procedure shall apply to voting during a meeting:

- before opening the vote, a clear definition of the proposal(s), or list of candidates, submitted to the vote shall be provided by the Chair of the SDG;
- only the delegates of eligible SDG Members who are registered to the meeting, and are present (physically or remotely connected), may cast a vote;
- if an SDG voting Member organization has more than one (1) delegate in the meeting, only one (1) vote cast per organization shall be counted. If several delegates from the same organization cast a vote, only the last vote cast shall be counted;
- if a Corporate or Public Group has more than one (1) delegate in the meeting, only one (1) vote cast per Corporate or Public Group shall be counted;
- when electronic voting procedures are used, each vote cast may be changed until the voting period is closed;
- voting by proxy is not permitted.
- there are no quorum requirements;
- at the closing of the voting period, the result of the vote shall be evaluated by the Chair and communicated to the SDG;
- the result of the vote shall be recorded as a decision in the report of the meeting where the vote has taken place.

### 7.7.5 Voting by correspondence at Plenary Level

The following procedure shall apply to vote by correspondence:

- a clear definition of the proposal(s), or list of candidates, submitted to the vote shall be disseminated by the Chair to the SDG e-mail list at least seven (7) calendar days before opening the vote;
- if several delegates, from the same organization, cast a vote, only the last vote cast shall be counted;
- if several delegates, from the same Corporate or Public Group cast a vote, only the last vote cast shall be counted;
- electronic voting shall be used;
- the voting period shall be at least two (2) calendar days;
- each eligible SDG Member organization may cast a vote and may change it until the voting period is closed;
- voting by proxy is not permitted;
- there are no quorum requirements;
- at the closing of the voting period, the result of the vote shall be evaluated by the Chair and communicated to the SDG;
- the result of the vote shall be disseminated by the Chair of the SDG to the e-mail list within seven (7) calendar days and recorded as a decision taken by correspondence in the report of the following meeting.

#### **7.7.6 Decision taken by Consensus in between meetings**

The following procedure shall apply to consult the SDG and take a decision by Consensus in between meetings:

- a clear definition of the proposal(s), and the duration of the time period for submitting comments and/or objections, shall be disseminated by the Chair of the SDG to the e-mail list at least seven (7) calendar days before the start of the consultation;
- the time period for participating in the consultation shall be at least seven (7) calendar days;
- objections may be cleared prior to the closing of the consultation;
- the decision resulting from the consultation shall be ratified by the Chair of the SDG at the end of the time period, based on the comments collected and the objection(s) raised;
- the decision shall be disseminated by the Chair of the SDG to the e-mail list within seven (7) calendar days and recorded as a decision taken by consensus in the report of the following meeting.

#### **7.7.7 Appealing against the decision(s) of the Chair of an SDG**

Any SDG Member or Participant questioning the ruling of the Chair on a decision may escalate the case to the Director-General and shall inform the Chair of the concerned SDG of this appeal. The ruling of a Chair shall be taken as the basis for future operations, unless overturned by the Director-General.

#### **7.7.8 Decision-making in the Software development activity**

Decision-making related to Software development and Software release activities shall be described in the relevant Detailed SDG Working Procedures, adopted by the SDG and notified to the Director-General.

### **7.8 SDG Budget**

An SDG may maintain its own budget to cover the cost of operation of the SDG. The annual participation fees paid by SDG Participants do not form part of the SDG budget and are not available for expenditure by the SDG.

### **7.9 Structure of an SDG**

An SDG may be structured into various committees and working groups. The Detailed SDG Working Procedures shall describe its structure, the right to participate in each of these groups, together with the decision-making process applied in each.

### **7.10 Reporting obligations**

It is the responsibility of the SDG Chair to ensure that information is given on the items outlined in the following Clauses. Support may be negotiated with the Director-General.

#### **7.10.1 Changes in organizational structure**

The SDG Chair shall inform the Secretariat of organizational changes, allowing the maintenance of an organizational diagram showing its structure.

#### **7.10.2 Changes to Detailed SDG Working Procedures**

The SDG Chair shall notify the Secretariat of any changes to its Detailed SDG Working Procedures, thus allowing the relevant documentation to be maintained.

#### **7.10.3 Meeting reports**

The SDG Chair shall prepare a report of each SDG Plenary Meeting. The report shall contain the proceedings of the meeting, including summaries of essential discussions and the decisions made. The meeting report requires the approval of the SDG, and it should then be made available to the SDG within fifteen (15) calendar days of the meeting.

#### **7.10.4 Calendar of meetings**

The SDG 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.

#### **7.10.5 Financial reporting**

The SDG Chair shall provide the Secretariat with a periodic financial status report indicating the planned expenditure, the actual expenditure, and the situation concerning the financial contributions from the SDG Members and/or Participants.

#### **7.11 ETSI Secretariat support**

An SDG shall receive support from the Secretariat. An SDG may receive additional support where the group agrees to provide voluntary contributions to cover the cost or if resources are approved by the Board (on a case-by-case basis).

#### **7.12 Access to SDG working documents**

All Full and Associate members shall have the right to access all SDG working documents and Software.

Software produced by an SDG shall be made publicly available at least periodically.

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

Upon decision to grant access to the working documents to the ETSI Partner, the SDG Members and Participants shall be informed, and the SDG Chair shall be informed by the Secretariat of the names of the ETSI Partner representative(s) benefiting from this access.

#### **7.13 Relationship with ETSI TBs/ISGs**

An SDG shall neither create ETSI Work Items nor develop ETSI Deliverables as defined in Annex A of the Technical Working Procedures

Generally, Software developed in an SDG is not intended for inclusion in an ETSI Deliverable.

In cases where an SDG is established to operate closely with an ETSI Technical Body or Industry Specification Group, then Software developed in that SDG may be intended for inclusion in an ETSI Deliverable. In this case, a licence aligned with the ETSI IPR Policy shall be used as the licence under which Software is contributed to the group. The Director-General shall decide on the suitability of the licence used in this case.

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## ANNEX A (normative): Definitions

### A.1 General

**Attendee:** An individual taking part physically or remotely in an ETSI meeting.

**Change Request:** A document proposing a specific change to a draft or approved ETSI deliverable according to the procedures in Clause 1.6.4.2 of the Technical Working Procedures.

**Consensus:** See definition in Point 5 of Annex 1 of the Rules of Procedure

**Contribution:** Any document submitted to the ETSI Portal by an authorized user in order to provide input to an ETSI group.

**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-On-Line (EOL) account:** A set of credentials delivered by ETSI allowing a user to be authenticated to access a number of ETSI IT services.

**ETSI Work Programme (EWP):** The complete set of ETSI Work Items.

**Guest:** An individual not formally entitled to join an ETSI meeting but who is invited on an exceptional basis, with no right to vote, by the Chair of the meeting.

**Hybrid meeting:** A meeting held in a particular location where physical and remote participation of attendees are allowed.

**Online meeting:** A meeting held in real-time by electronic means over the Internet using integrated audio and video (optionally), document sharing, and chat (optionally).

**Physical meeting:** A meeting held in a particular location where only physical participation of attendees is allowed.

**Publicly Available Specification (PAS):** A technical specification, code of practice or guideline produced collaboratively by key stakeholders to meet any market/societal need.

**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) in charge of the technical responsibility of an STF or a TTF (see TWP 1.10, 1.11 and Annex H).

**Technical Body (TB):** a Technical Committee (TC), an ETSI Project (EP) or an ETSI Partnership Project (EPP).

**Technical Group:** a Technical Committee (TC), an ETSI Project (EP), an ETSI Partnership Project (EPP), a Special Committee (SC) or an Industry Specification Group (ISG).

**Work Item:** A description of a standardization task.

### A.2 Technical Groups

**ISG Convenor:** An individual representing a Full or Associate member (or applicant to Full or Associate membership) nominated by the ISG Founding Members for chairing an ISG Kick-off Meeting.

**ISG Founding Member (FM):** Each one of the Full and/or Associate members (or applicants to Full or Associate membership) that have formally proposed the creation of an ISG to the Director-General and whose name is listed in the ISG Participant Agreement.

**ISG Kick-off Meeting (KoM):** The first meeting of a new ISG.

**ISG Kick-off Period (KoP):** The period starting with/from the Kick-off-Meeting of an ISG for a duration determined in the Terms of Reference of the ISG.

**ISG Member:** A Full or Associate member or an applicant to Full or Associate membership who is subscribed to an ISG membership list.

**ISG Participant:** An Observer member or a legal entity which has signed an ISG Participant Agreement duly countersigned by the Director-General.

**ISG Participant Agreement:** An Agreement signed between an ISG Participant and ETSI describing the rules and conditions for participating to a specific ISG.

**ISG Plenary Meeting:** A meeting of a specific ISG which all ISG Members and ISG Participants of this specific ISG are invited to attend.

**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.

**A.3 Deliverables**

**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, adopted by application of the EN Approval Process (ENAP) or the Standardisation Request deliverables Approval Process (SRdAP).

**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.

**Harmonised Standard (hEN):** A European standard adopted on the basis of a request made by the European Commission for the application of Union harmonisation legislation.

**Special Report (SR):** An ETSI Deliverable, containing only informative elements made publicly available for reference purposes.

**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.

**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.

**ETSI Technical Report (ETR):** An ETSI deliverable, containing informative elements, approved for publication by a Technical Committee.

**European Telecommunication Standard (ETS):** An ETSI deliverable, containing normative, provisions approved for publication in a process involving the National Standards Organizations and/or National Delegations with implications concerning Standstill and National transposition.

**GSM Technical Specification (GSM-TS):** An ETSI deliverable approved for publication by the Special Mobile Group.

**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.

**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 a Weighted National Voting procedure used to adopt or withdraw an EN elaborated on proposal from, at least, four (4) Full or Associate members (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 NSOG or NSBG members to evaluate the likely adoption or withdrawal of a European Standard or a European standardisation deliverable.

**Standardisation Request deliverables Approval Process (SRdAP):** The process consisting of a combined Public Enquiry and a Weighted National Voting procedure used to adopt or withdraw a European Standard or a European standardisation deliverable elaborated in response to an EC Standardisation Request (see Articles 21.4 and 21.5 of the Rules of Procedure).

**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.

**Weighted National Voting (WNV):** The vote cast to express the national position of a country following a national consultation.

#### A.6 Software Development Group (SDG)

**Detailed SDG Working Procedures:** Operational working procedures established by the SDG, in addition to those defined in the Technical Working Procedures.

**Plenary Level:** A level at which all SDG Members are invited to participate in decision making.

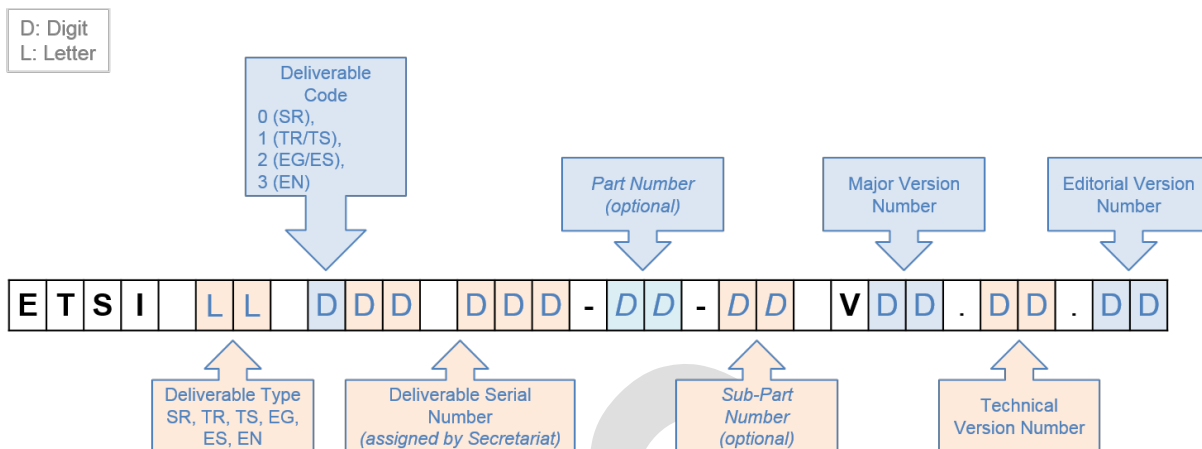
**Plenary Meeting:** A meeting of a specific SDG in which all SDG Members and SDG Participants of this specific SDG are invited to attend.

**Software:** Software has the meaning as defined in Clause 15 of the ETSI IPR Policy.

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**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.



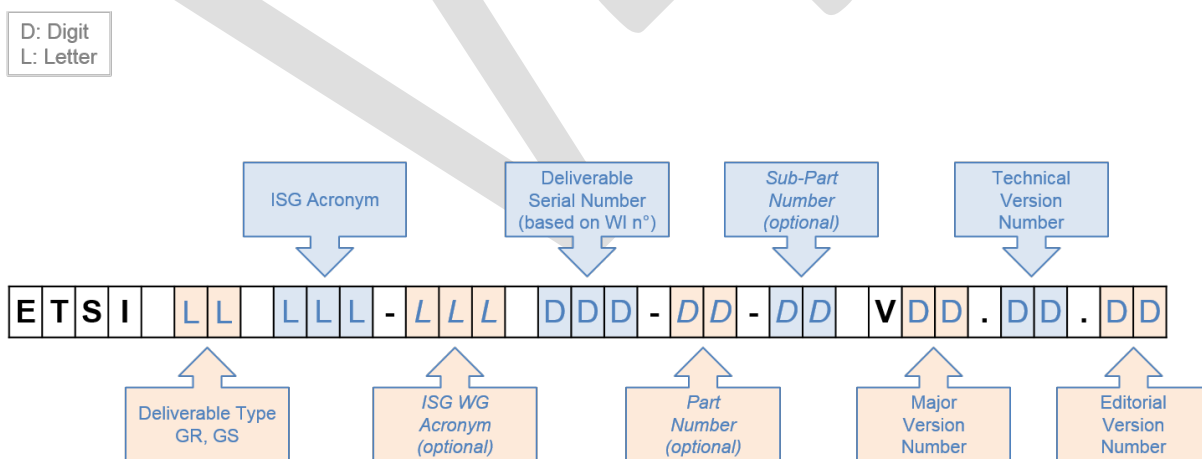
**EXAMPLES:**



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 TS 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:



**EXAMPLES:**



## **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 completely 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 it shall be adopted by the relevant adoption procedure i.e. ENAP or SRdAP.

A subsequent edition of a TBR should be adopted by application of the relevant adoption procedure i.e. ENAP or SRdAP.

#### **C.2.2 Withdrawal**

A TBR, ETS or I-ETS shall be withdrawn by application of the relevant withdrawal procedure for an EN i.e. ENAP or SRdAP.

All remaining deliverable types from the previous regime shall be withdrawn by a decision of the responsible Technical Group.

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## **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 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 of the TWP 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 to Full or Associate membership);
- 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, e.g. 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 (e.g. from widely read publications), white papers etc. related to the proposed ISG work;
- i) the draft ISG Participant Agreement.

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 organization 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.

#### **D.6 Requirements for the establishment of a Software Development Group (SDG)**

For the establishment of a new SDG, the following shall be provided:

##### **Part A (changes to these items require further approval):**

- a) the Terms of Reference, detailing the purpose, objectives and technical scope and including the expected impact of the group;
- b) the licence under which Software is contributed to the group, the licences(s) under which Software is made publicly available and the licences under which documentation should be made publicly available;
- c) an explanation or justification of the choice of licence(s);
- d) the observations from the Secretariat in particular on the chosen licence(s);
- e) the time plan for work of the group, subject to a maximum initial duration of two (2) years;
- f) the name of the initial Convenor, representing an SDG Member;
- g) an estimate of the total resource requirement and identification of the source of these resources;
- h) an estimate of the Secretariat resources required, including IT resources;
- i) the draft SDG Member and Participant Agreement and the Individual Contributor Agreement.

##### **Part B (changes to these items do not require further approval):**

- a) the names of at least four (4) Full and/or Associate members (or applicants to Full or Associate membership) who have declared their willingness to participate in the group;
- b) an analysis concluding that the proposed task is within the ETSI field of interest;
- c) an analysis stating the relationship of the work with any existing ETSI Technical Committee or Project, ISG, SDG, or identified activities outside ETSI;  
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;
  - if the proposed work does not take place what are the disadvantages?
  - are there TBs or ISGs or other SDGs whose ToRs address the new issues from the SDG as a significant part of their work?
  - outline readily available published documents (e.g. from widely read publications), white papers etc. related to the proposed SDG work;
- e) the identification of the planned output and delivery dates;
- f) the description of the internal organization to be used;
- g) The list of external technical groups with which appropriate communication channels will be setup, and an outline of the discussions undertaken.

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## **ANNEX E (normative): Choice of ETSI deliverable type**

The output of a Work Item (other than a "miscellaneous" Work Item) in the ETSI Work Programme shall be an ETSI deliverable chosen according to the following rules.

NOTE: Other rules may apply to:

- an 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 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 or an SRdAP.

#### **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.

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 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 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.

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**ANNEX F: Void**

**ANNEX G: Void**

**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**

- Identification of the subject and background information on the STF/TTF;
- Deadline to submit proposals;
- Instructions to submit proposals;
- Information on how proposals will be processed and the expected time scale;
- Detailed STF/TTF Terms of Reference;
- Contact persons in ETSI for more information.

#### **Form to answer the Call for Expertise**

- Identification of the applicant service provider and contact persons;
- Competence, qualification and references justifying ability to perform the work;
- Proposed approach and critical review of how the requirements in the STF/TTF Terms of Reference can be achieved in the most efficient way;
- Proposed contribution to each specific task;
- Availability to cooperate with other service providers (if applicable);
- Financial information (offered price for performance of the proposal).

#### **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.

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**ANNEX I:** Void

**ANNEX J (normative):** Template for ENAP or SRdAP 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/NSB	Clause/ Sub- Clause	Paragraph Figure/ Table	Type of comment <Technical or Non- Technical>	COMMENTS	Proposed change	OBSERVATIONS on each comment submitted

**ANNEX K (informative): Work Item proposal form**

**Work Item details**

<b>Which Technical Group is responsible?</b> <span style="color: blue;">&lt;Technical Group Name&gt;</span>	<b>Working Group:</b> <span style="color: blue;">&lt;Working Group Name&gt;</span>
<b>Work Item reference number (if known):</b> _____ (number will be allocated by the Secretariat if not shown)	<b>Will an STF be requested? [Yes / No]</b> STF number (if known): _____ <b>Will a TTF be requested? [Yes / No]</b> TTF number (if known): _____ <b>SReq n° (when relevant):</b> M- _____
<b>Formal title of deliverable:</b> _____ _____ _____	
<b>Working title:</b> _____ <b>Scope of deliverable:</b> _____ _____	
<b>Rapporteur (named individual person):</b> Name: _____ Organisation: _____ e-mail: _____	<b>Supporting ETSI members (at least 4)</b> 1. _____ 4. _____ 2. _____ 5. _____ 3. _____ 6. _____

**Deliverable document details**

<b>What type of document will be produced?</b> EN[ ] EG[ ] ES[ ] TS[ ] TR[ ] SR[ ] GS[ ] GR[ ] <b>For EN deliverables only:</b> Harmonised Standard (hEN)? <span style="color: blue;">[Yes / No]</span> Directive: _____	<b>Is it a new document or a revision of an existing one?</b> <span style="color: blue;">[new / revision]</span> <b>If a revision, state the deliverable (e.g. TS 102 987 v1.1.1) being revised:</b> _____ 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
Work Item adoption	dd/mm/yyyy
Early draft	dd/mm/yyyy
Stable draft	dd/mm/yyyy
Mature draft	dd/mm/yyyy
Final Draft	dd/mm/yyyy
Working Group endorsement	dd/mm/yyyy
Technical Group approval	dd/mm/yyyy
To be published as version:	V__ . __ . __

Remarks: \_\_\_\_\_

**Specific aspects addressed**

Environmental aspects <span style="float: right;">[Yes / No]</span>	User/Consumer aspects <span style="float: right;">[Yes / No]</span>
Labour/Workplace aspects <span style="float: right;">[Yes / No]</span>	Specific relevance to SMEs <span style="float: right;">[Yes / No]</span>
Security/Privacy aspects <span style="float: right;">[Yes / No]</span>	Comments:
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> ) _____ ; _____ ; _____ ; _____ ;	<i>Insert any relevant comments here.</i> <i>Guidance about filling this section is available in both ETSI's Chair and Rapporteur's Guides</i>



## **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. “Earlier release/version” means either an earlier major version of the same deliverable or a major version of the equivalent deliverable from which the deliverable was created. If a change to an earlier release affects a section which has a counterpart in a later release, then the corresponding Category A CR to the later version(s) shall be presented for approval together with the Category F CR to the earlier version.
<b>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: 1) to correct an error in the deliverable (i.e. a clear instruction in the deliverable which leads to incorrect operation of the system); or 2) to correct an ambiguity in the deliverable which could lead to different implementations which cannot inter-operate; or 3) to add a part of a functionality agreed for the Release found to be missing in the deliverable; or 4) to remedy the incorrect implementation of a previously approved CR; or 5) to correct a misalignment between the deliverables (stage 1, stage 2 and stage 3) for a feature or service.  Corrections can lead to functional modification, but these shall be considered as Category F.

#### **L.4 Change Requests content**

Each CR shall have attached the text of the deliverable that is affected by the CR. This text shall have the proposed modifications clearly marked, by means of the word processor’s “revision marks”.

Example of “revision marks” usage:

----[Start]----

A road speed limit is the ~~minimum~~ ~~maximum~~ speed allowed by law for road vehicles. Speed limits are commonly set and enforced by the legislative bodies of nations or provincial governments, such as countries within the world.

In addition to setting an explicit ~~minimum~~ ~~maximum~~ speed limit, most governments also enforce speed limits that are related to driving conditions; for example, requiring drivers to adjust their speed when driving in frog or heavy 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 n°	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:

<b>Document history</b>		
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)

<b>Contribution n°</b>	<b>CR#</b>	<b>CAT</b>	<b>Title</b>	<b>Current version</b>	<b>New Version</b>
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

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ANNEX M (informative): Change Request form

<b>CHANGE REQUEST</b>			
<input type="text" value=" &lt;Deliverable n°&gt;"/>	<b>Version</b> <input type="text" value=" &lt;x.y.z&gt;"/>	<b>CR</b> <input type="text" value=" &lt;n°&gt;"/>	<b>rev</b> <input type="text" value=" &lt;n°&gt;"/>
<b>CR Title</b> <input type="text"/>			
<b>Source</b> <input type="text"/>			
<b>Work Item Ref</b> <input type="text"/>		<b>Submission date</b> <input type="text" value=" &lt;dd/mm/yyyy&gt;"/>	
<b>Category:</b> <input type="checkbox"/> <i>Use one of the following categories</i>		<b>Release</b> <input type="text" value=" &lt;n°&gt;"/>	
F (correction)			
A (correction in an earlier release)			
B (addition of feature)			
C (functional modification of feature)			
D (editorial modification)			
<b>Reason for change</b> <input type="text"/>			
<b>Summary of change</b> <input type="text"/>			
<b>Clauses affected</b> <input type="text"/>			
<b>Other deliverables affected</b> <input type="text"/>			
<b>Other comments</b> <input type="text"/>			

**ANNEX N (normative): Contribution header template**

NOTE: Fields marked with an \* are mandatory, others are optional.

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**Title\*:** Document title

from **Source\*:** Organization(s) or Technical Group/Working Group or Role <sup>(1)</sup>

Submitted **To\*:** Technical Group/Working Group to which this contribution is addressed

**Document for\*:**

Decision	<input checked="" type="checkbox"/>
Discussion	<input type="checkbox"/>
Information	<input type="checkbox"/>

Only one "X"

← a decision is formally requested from the addressed group

← the contribution is expected to be presented and discussed, but no decision is formally requested

← the contribution does not require discussion,

Submission date\*: yyyy-mm-dd (date when the present contribution was uploaded)

Agenda Item: Meeting agenda item addressed by this contribution

Contact: < Firstname LASTNAME> [, on behalf of < xxx >]

Relevant WI(s), or deliverable(s): Work Item(s) or ETSI deliverable(s) to which this contribution pertains (if any)

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(1) Chair, Vice-Chair, Secretary, Rapporteur

**ANNEX O: Void**

**ANNEX P (normative): Basic Co-operation Agreement between CEN, CENELEC, 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)

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## 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.

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<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**

**NOTE:** see [BOARD\(21\)135\\_012](#) contribution that cancels and replaces the Articles 1 to 2.16 below.

#### **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.

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**P ANNEX 3: ESO's rights and responsibilities in the different modes**

	Mode 1	Mode 2	Mode 3	Mode 4	Mode 5 **
Duty to keep other parties informed (Work Programme, agenda and meeting report)	YES	YES	YES	YES	YES
Attend relevant parts of TB/WG/TG meetings*	NO	YES (via a nominated observer)	YES	YES (multiple observers)	YES
Right to intervene in debate	NO	NO	NO	YES (multiple observers)	YES
Be subscribed to TB/WG/TG lists	NO	YES (nominated observer)	NO	YES (multiple observers)	YES
Provide input documents for information to relevant ESO's TBs	NO	YES	YES	YES	YES
Get access rights to documents repositories (e.g. for ETSI Docbox; or CEN or CENELEC Livelink or collaboration tool)	NO	YES (nominated observer)	NO	YES (multiple observers)	YES
Ability to share working documents received from the other Party with the represented TB and the relevant ESO's secretariat	NO	YES	NO	YES	YES
Submit contribution to draft deliverable	NO	YES (nominated observer)	only for the sub-contracted part	YES (multiple observers)	YES
Right to formally approve documents	NO	NO	NO	NO	joint decision making
Become TB/WG official (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.					

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**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**

<b>Which Technical Group is responsible?</b> <Technical Group Name>		<b>Working Group</b> <Working Group Name>	
<b>PAS Work Item reference number (if known):</b> _____ (number will be allocated by the Secretariat if not shown)			
<b>Formal title of deliverable:</b> _____ _____			
<b>Working title:</b> _____		<b>Scope of deliverable:</b> _____	
<b>Rapporteur (named individual person):</b>		<b>PAS Submitter (named individual person):</b>	
Name _____		Name _____	
Organisation _____		Organisation _____	
e-mail _____		e-mail _____	

**Deliverable document details**

<b>What type of document will be produced?</b> TS[ _ ] TR[ _ ]	<b>Is it a new document or a revision of an existing one?</b> [new / revision] 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 (Work Item reference / deliverable number / topic name). _____	

**Specific aspects addressed**

<b>Environmental aspects</b> [Yes / No]	<b>User/Consumer aspects</b> [Yes / No]
<b>Labour/Workplace aspects</b> [Yes / No]	<b>Specific relevance to SMEs</b> [Yes / No]
<b>Security/privacy aspects</b> [Yes / No]	<b>Comments:</b> <i>Insert any relevant comments here.</i> <i>Guidance about filling this section is available in both ETSI's Chair and Rapporteur's Guides</i>
<b>Keywords</b> (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> ) _____ _____ _____	

**ANNEX R (informative): Overview of the ETSI Partnership Engagements**

Engagement	Main Focus	Objectives/deliverables	Approval
Type 1 <b>Letter of Intent (LoI)</b>	Initial contact, get to know each other	Exchange operational information and identify common roadmaps	1) D-G signs 2) Board and GA are informed
Type 2 <b>Memorandum of Understanding (MoU)</b>  [Partner must be a legal entity]	Political Marketing Technical  (without the possibility of incorporating text and graphics in ETSI deliverables)	<b>As above, plus</b> <ul style="list-style-type: none"> <li>- Nomination of delegates 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 2) Board endorses 3) GA approves 4) D-G signs
The MoU is the first step to initiate technical collaboration and can be promotion oriented.			
Type 3 <b>Co-operation Agreement (CA)</b>  [Partner must be a legal entity and an IPR Policy Check performed to determine the compatibility of the Partner's IPR Policy with ETSI's]	Political Marketing Technical  (with the possibility of incorporating text and graphics in ETSI deliverables, <b>with</b> the possibility of creating a common Work Item to achieve a joint document, <b>with</b> the possibility of adopting PAS)	<b>As above, plus</b> <ul style="list-style-type: none"> <li>- Submission of technical contributions through Supplements</li> </ul> <b>Supplements</b> <b>Materials Supplement</b> <ul style="list-style-type: none"> <li>- Incorporation of published text and graphics from the other party into a document.</li> </ul> <b>Working Supplement</b> <ul style="list-style-type: none"> <li>- Joint production of documents.</li> </ul> <b>PAS Supplement</b> <ul style="list-style-type: none"> <li>- Adoption of identified Partner's PASs into ETSI TR(s) or TS(s).</li> </ul>	1) OCG consulted 2) Board endorses 3) GA approves 4) D-G signs  1) Board approves 2) D-G signs 3) GA is informed
The CA makes provision for the incorporation of published text and graphics from the other party into a document and/or foresees joint production of deliverables and/or adoption of PAS.			

**ANNEX S (informative): STF and TTF funding guidelines**

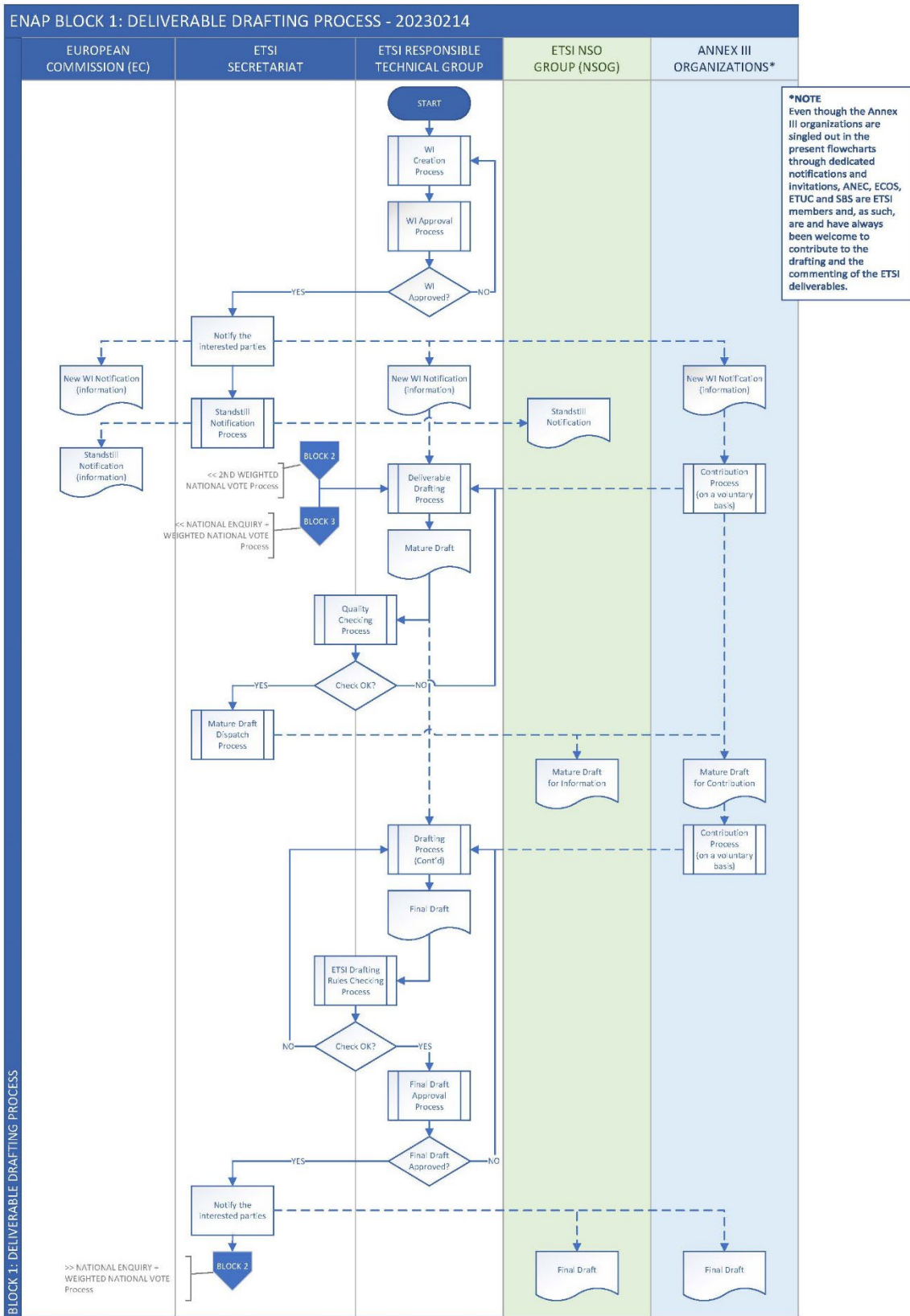
STF Funding Guidelines		An STF may be funded by					
Decision maker	An STF may be requested by	ETSI budget	ETSI STF FWP budget	In-kind or financial voluntary contribution from		EC/EFTA	
				ETSI members	Other organizations	Standardisation Request	Direct Contract
Board	<b>TC</b> (Technical Committee)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Board	<b>EP</b> (ETSI Project)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
GA	<b>EPP</b> (ETSI Partnership Project)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Board	<b>SC</b> (Special Committee)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Board	<b>ISG</b> (Industry Specification Group)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

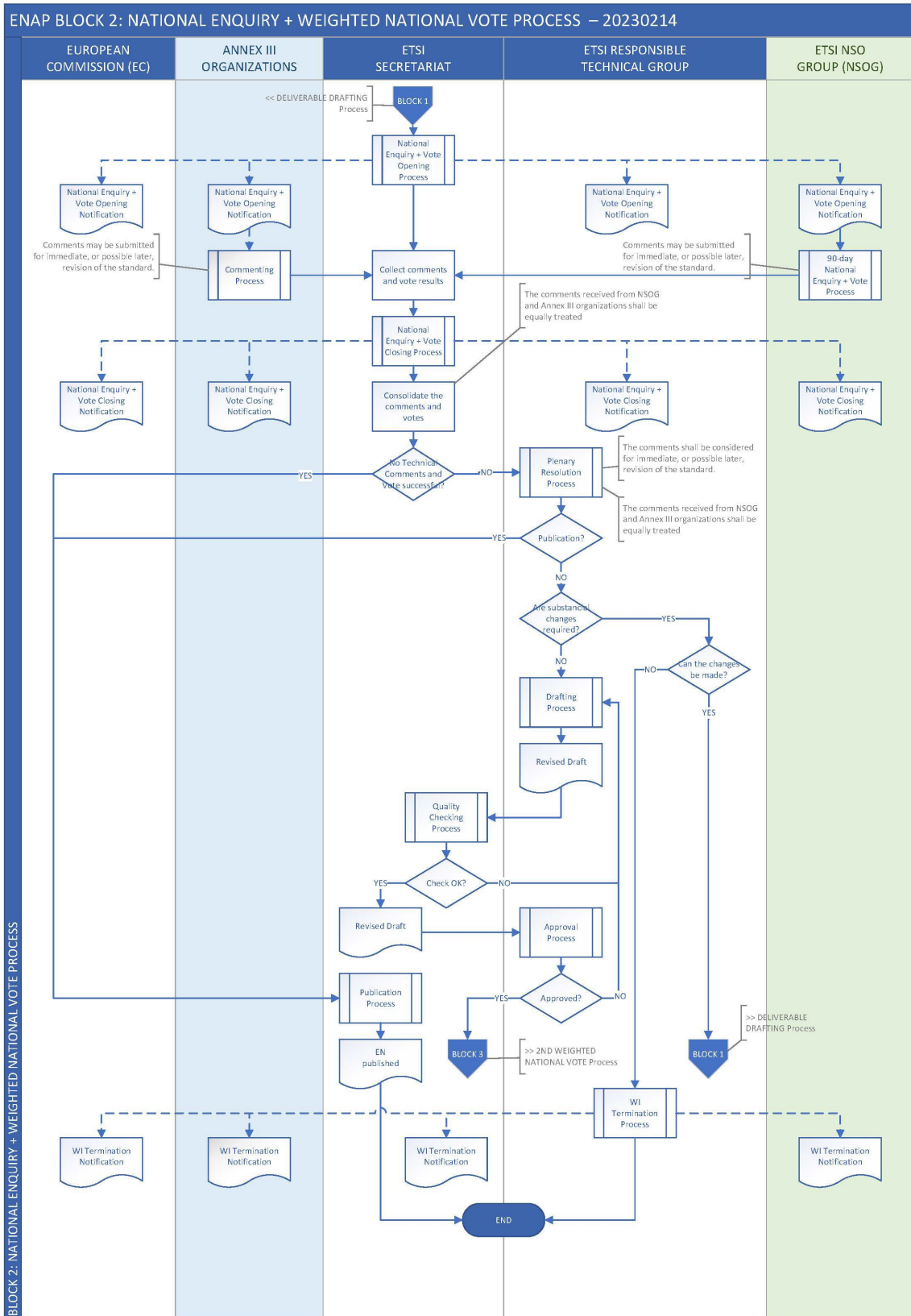
TTF Funding Guidelines		A TTF may be funded by					
Decision maker	A TTF may be requested by	ETSI budget	ETSI STF Funded Work Programme budget	In-kind or financial voluntary contribution from		EC/EFTA	
				ETSI members	Other organizations	Standardisation Request	Direct Contract
GA	<b>TC</b> (Technical Committee)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GA	<b>EP</b> (ETSI Project)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GA	<b>EPP</b> (ETSI Partnership Project)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GA	<b>SC</b> (Special Committee)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GA	<b>ISG</b> (Industry Specification Group)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

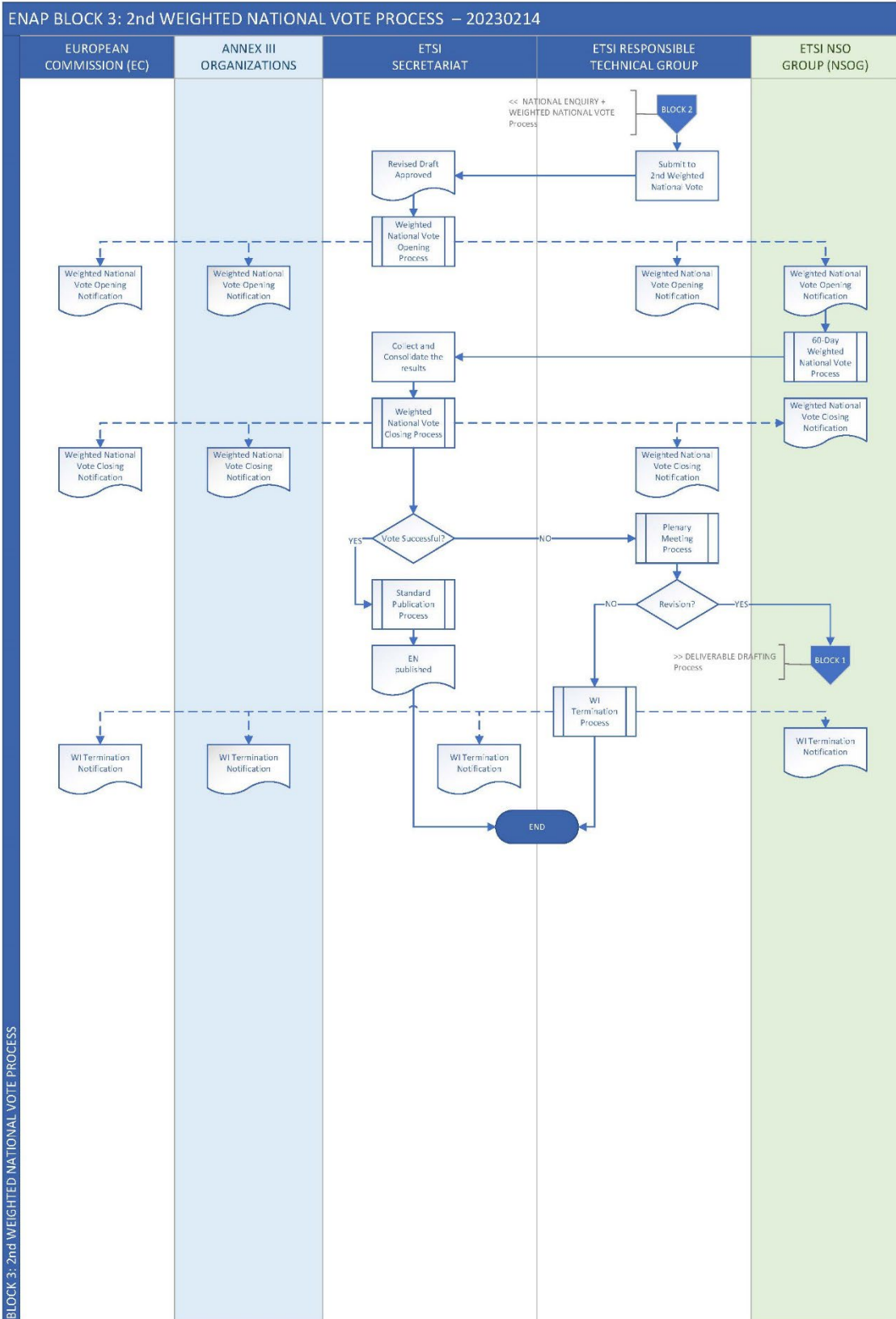
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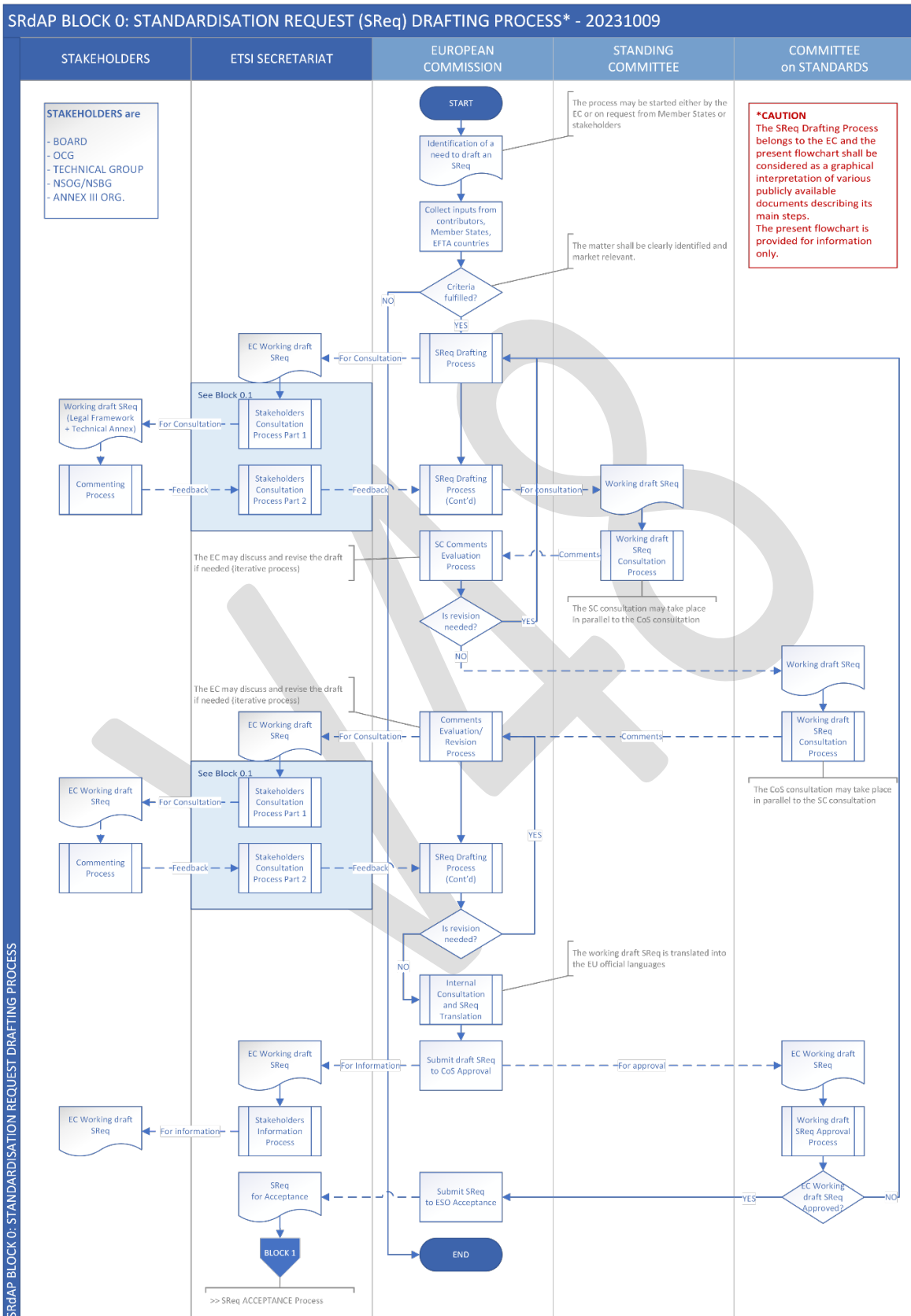
ANNEX T (informative): EN Approval Process flowcharts



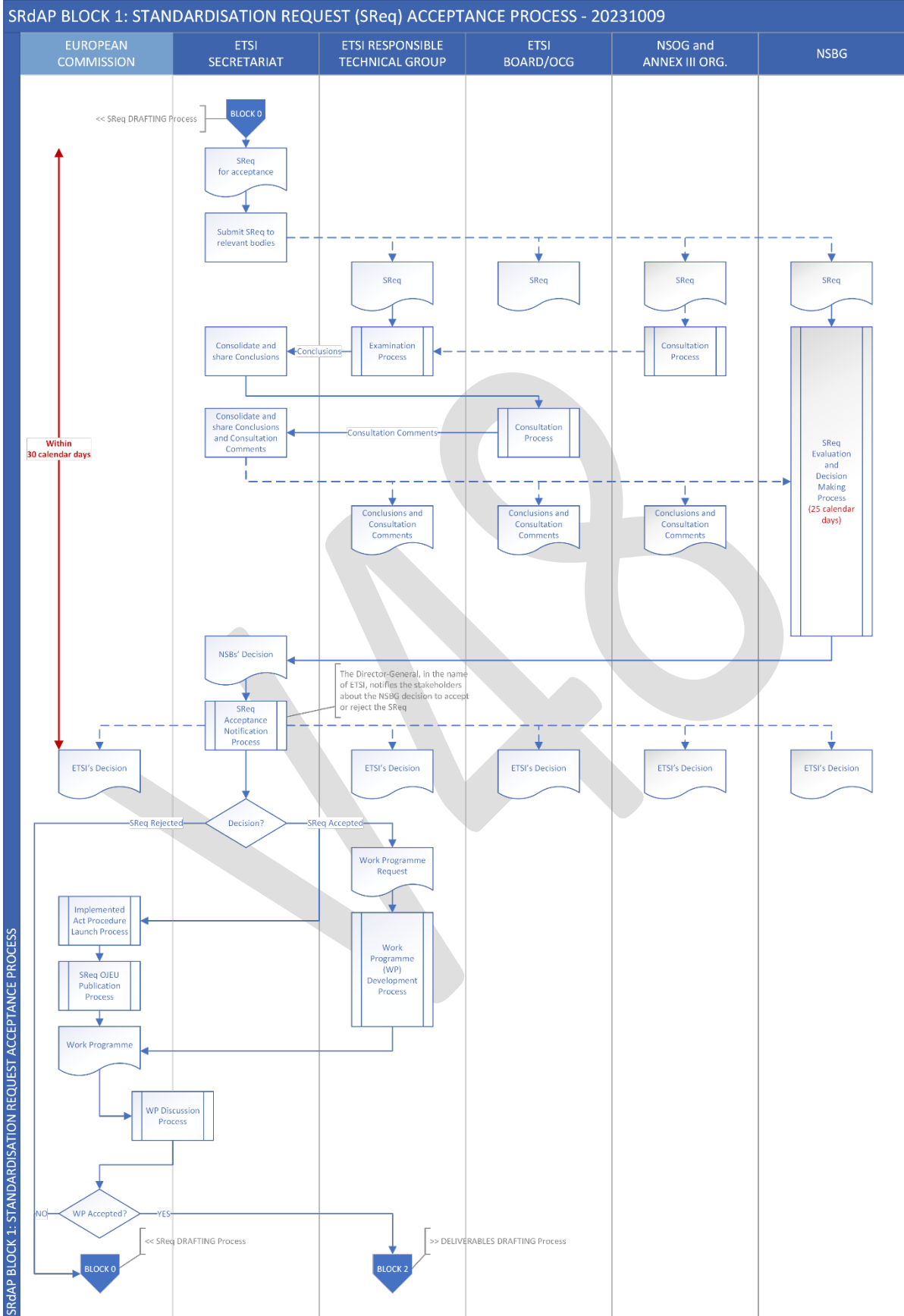


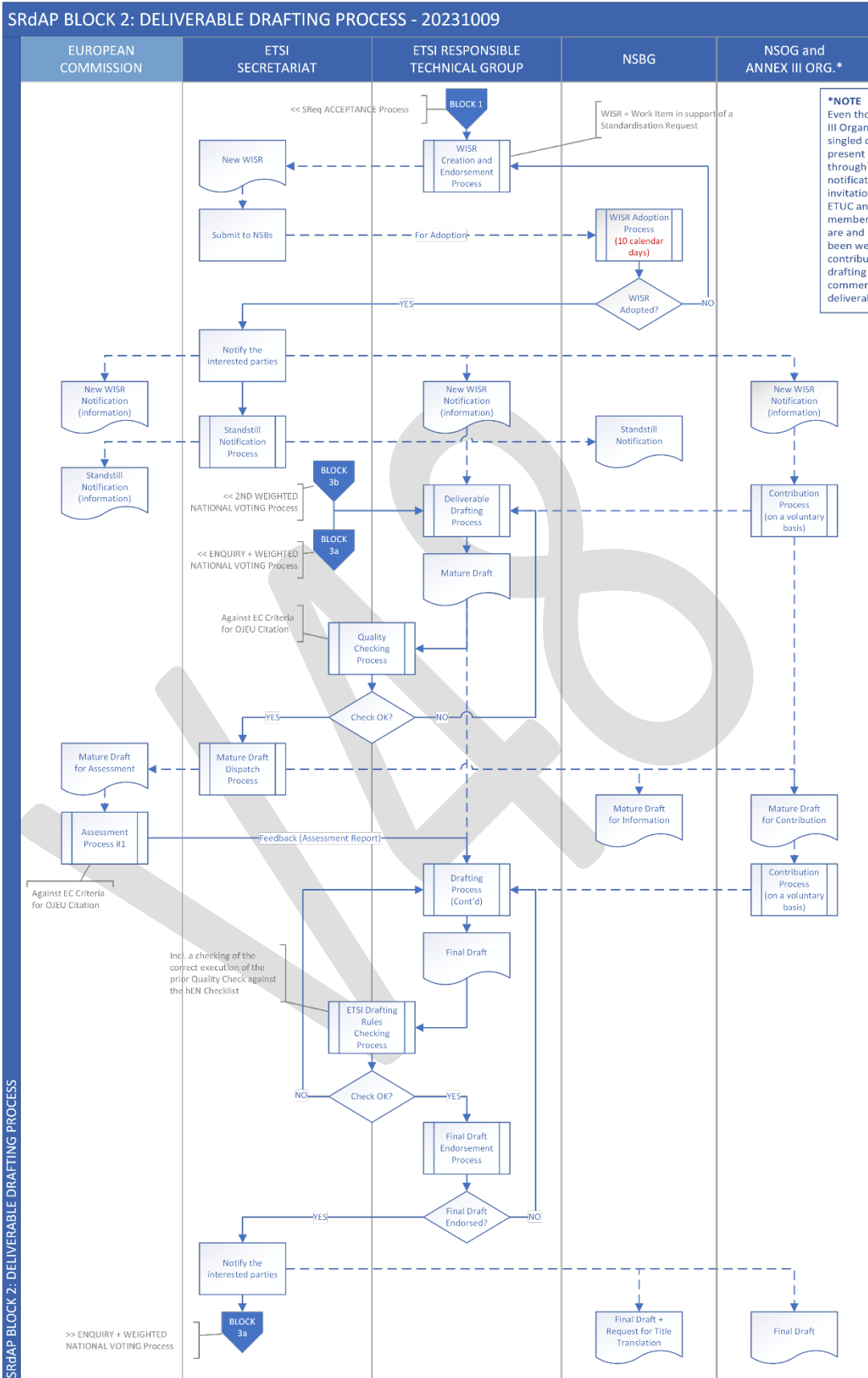


**ANNEX U (informative): Standardisation Request deliverables Approval Process flowcharts**

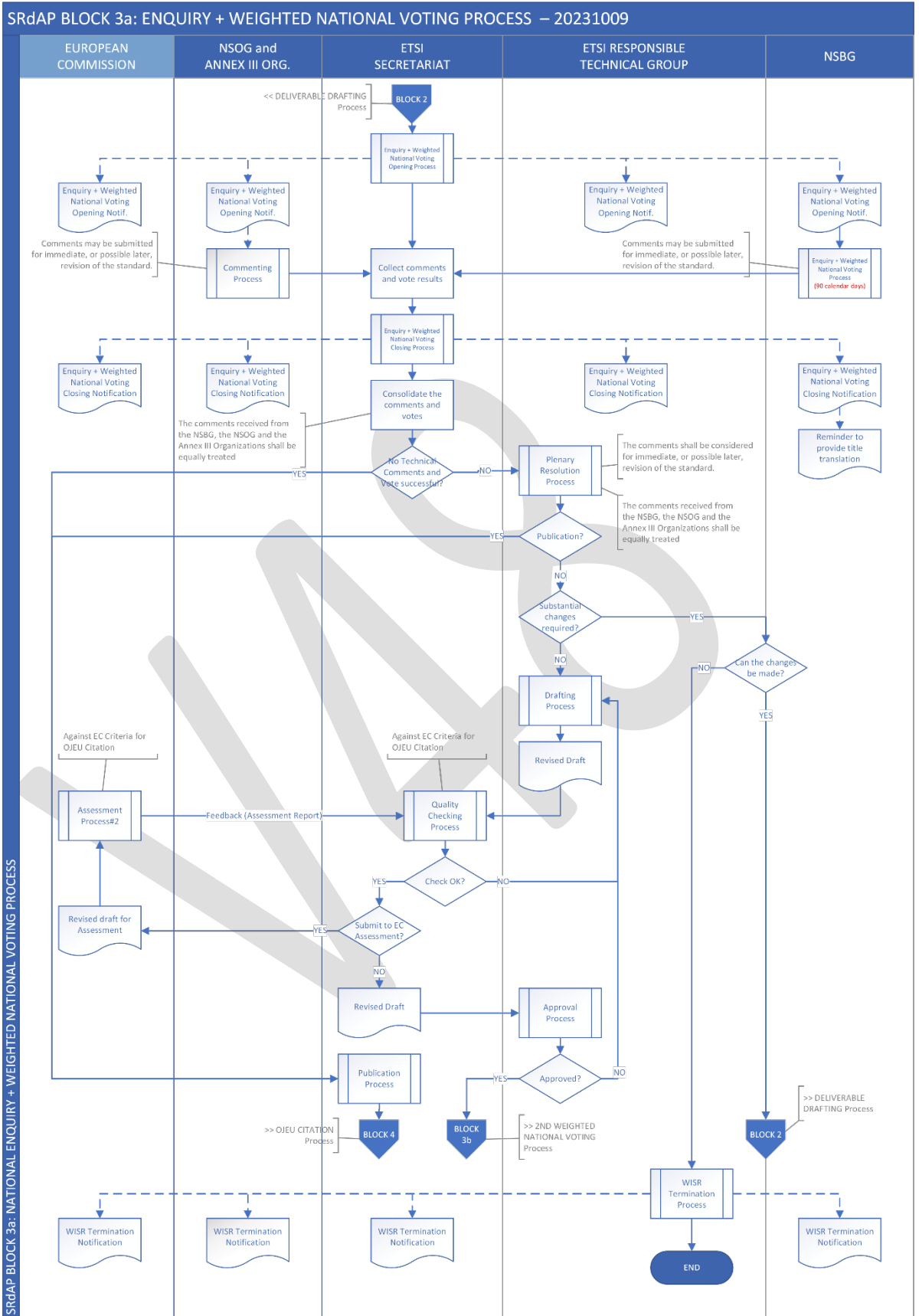


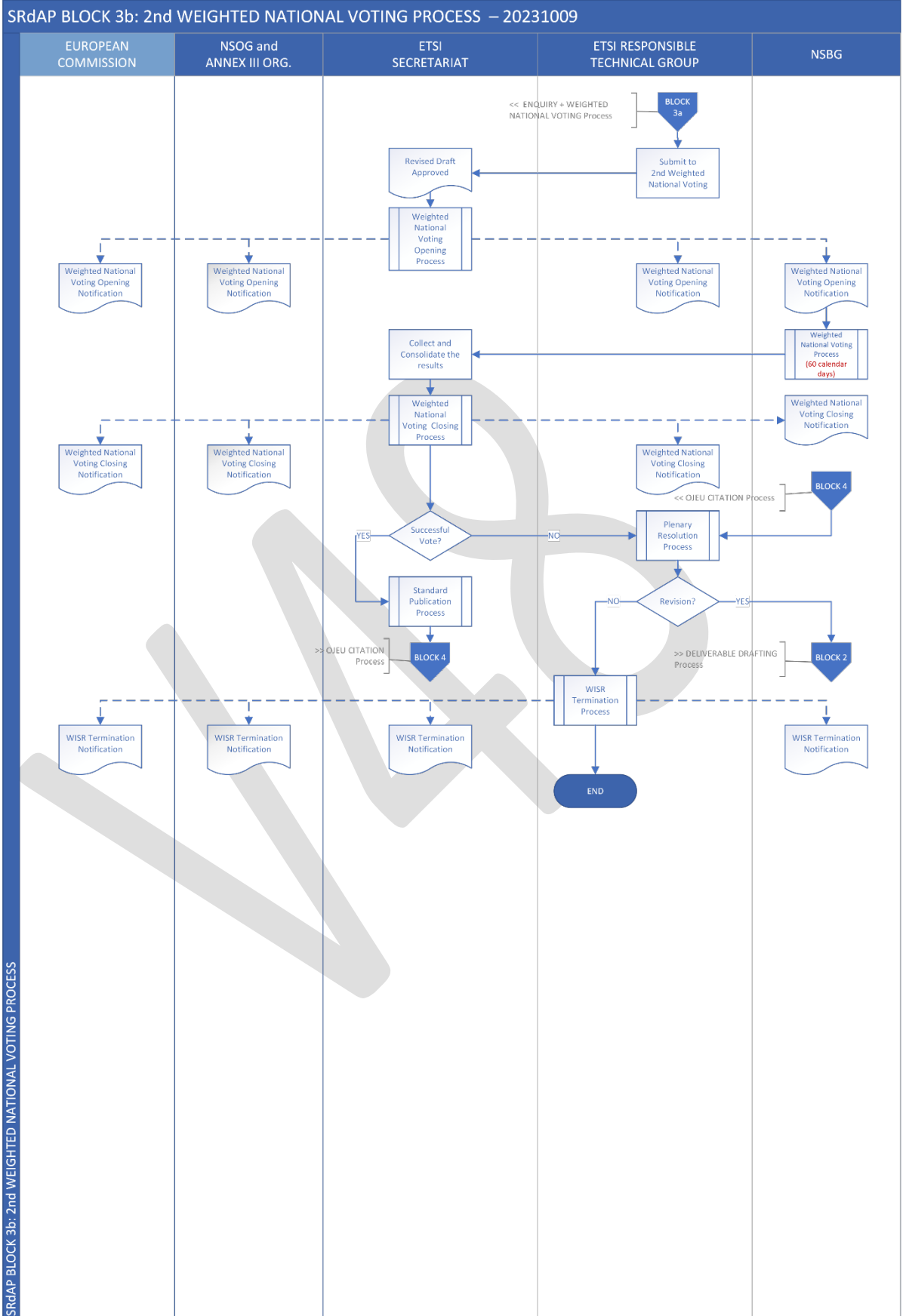
TECHNICAL WORKING PROCEDURES



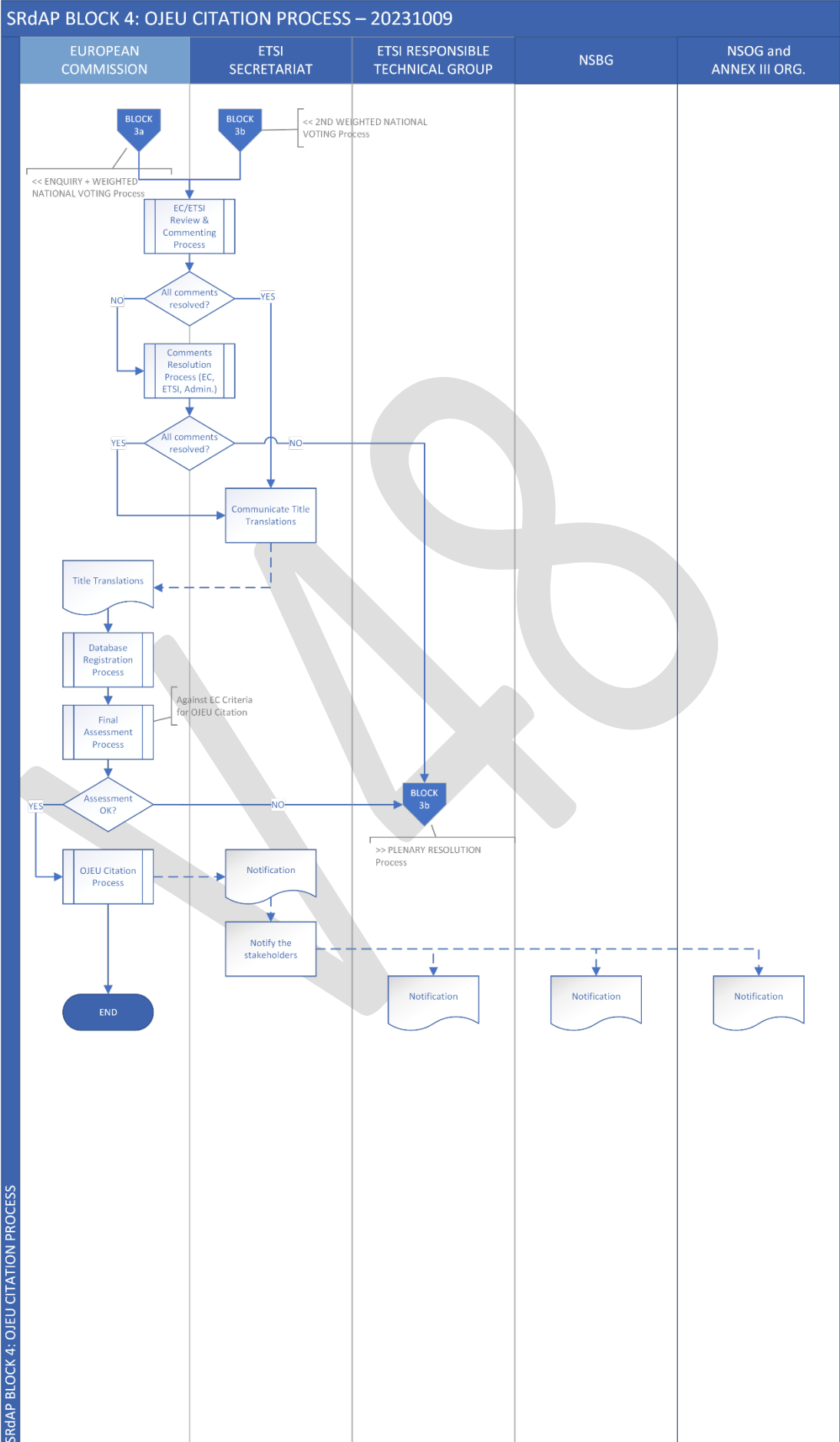


TECHNICAL WORKING PROCEDURES









TECHNICAL WORKING PROCEDURES



# ETSI INFORMATION POLICY

## Version adopted by the Director-General (13 February 2023)

### Introduction

The Information Policy is a simplified expression of the rules contained in various parts of the 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.

It also contains in Annex 1 a simplified expression of the ETSI Structure, whose bodies are listed below.

### Definitions

For the purpose of the present Information Policy, the following definitions shall apply:

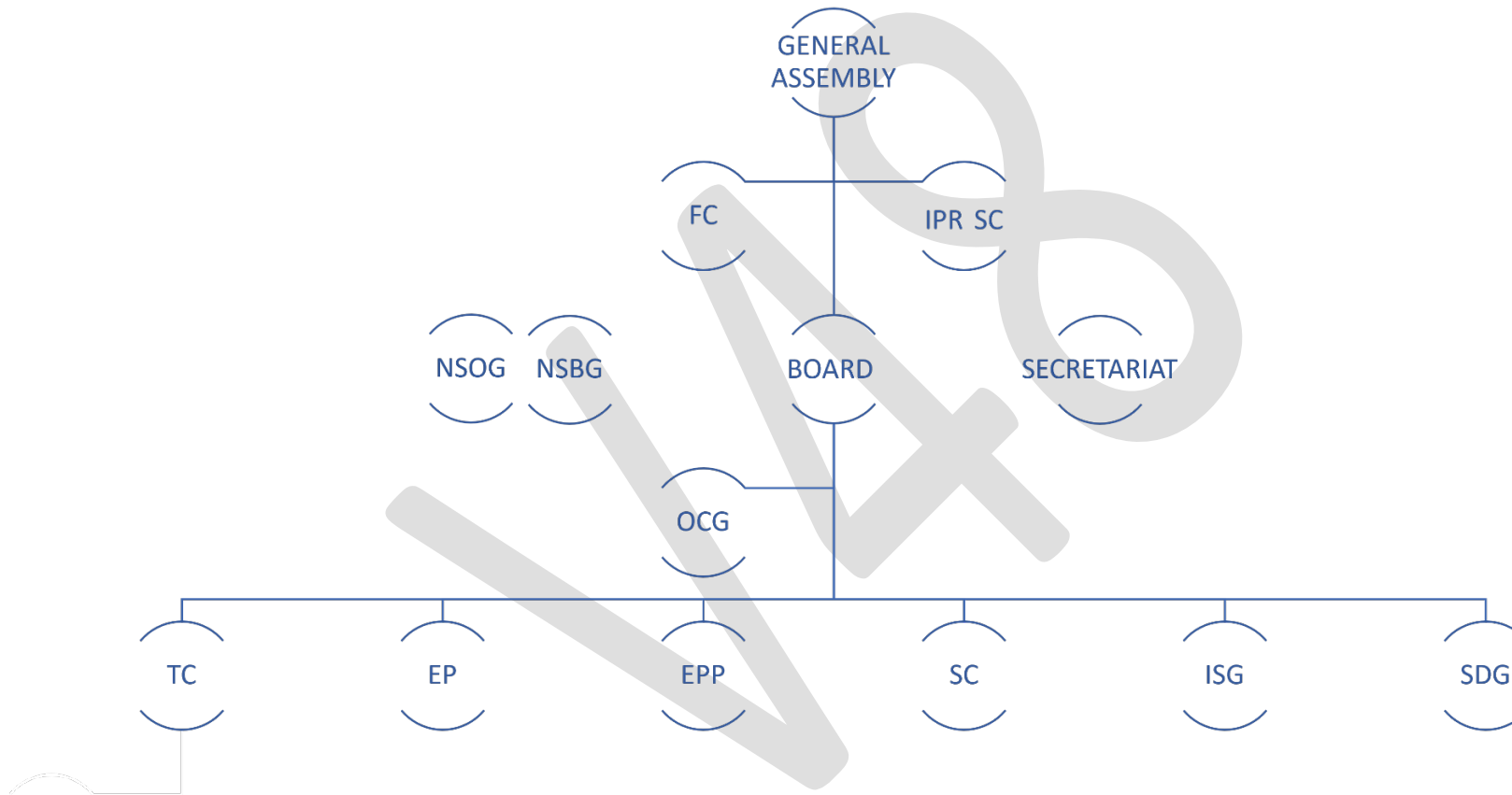
Full member	any representative of a Full member organization holding the relevant ETSI-on-Line (EOL) account.
Associate member	any representative of an Associate member organization holding the relevant EOL account.
Observer member	any representative of an Observer member organization holding the relevant EOL account.
Counsellor	any representative of the European Commission (EC) or European Free Trade Association (EFTA) holding the relevant EOL account.
NSO (non-ETSI member)	any representative of a non-ETSI member National Standards Organization holding the relevant EOL account.
NSB (non-ETSI member)	any representative of a non-ETSI member National Standardisation Body 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 (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 a Specialist Task Force and holding the relevant EOL account.
Secretariat	any employee contracted to work in the 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 Participant 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 member	ETSI Counsellor	NSO/NSB (non ETSI member)	Partner	ISG Participant	STF/TF expert (non ETSI member)	ETSI Secretariat	3GPP member (non ETSI member)	oneM2M member (non ETSI member)	Other EOL account holder	Public
General Assembly documents	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	①	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Board documents (incl. OCG)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	①	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Special Committee (SC) documents	Subject to the terms of the SC ToR												
Technical Committee (TC) working documents	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	③	<input checked="" type="checkbox"/>	③	①	③	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	③	③	③	③
ETSI Project (EP) working documents	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	③	<input checked="" type="checkbox"/>	③	①	③	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	③	③	③	③
ETSI Partnership Project (EPP) working documents	Subject to the terms of the EPP Agreement												
> 3GPP working documents	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
> oneM2M working documents	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Industry Specification Group (ISG) working documents	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	②	<input checked="" type="checkbox"/>	②	①	<input checked="" type="checkbox"/>	②	<input checked="" type="checkbox"/>	②	②	②	③
Coordination Group (CG) working documents	Subject to the terms of the CG ToR												
ETSI published deliverables													
> .pdf format	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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ETSI Directives													
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> Previous versions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ETSI published white papers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ETSI communications and publicity materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ETSI institutional presentations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ETSI workshops/seminars and invitations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ETSI membership list	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ETSI members voting weight	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ETSI members official contacts information	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ETSI members representative contacts information	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ETSI Work Programme information	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Security algorithms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security codes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security for ICT (DVD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical History of GSM Standards (DVD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
GSM/SMG Archive (DVD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SIMEG/SMG9 Archives (DVD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

ANNEX 1 (informative): ETSI Structure



EP: ETSI Project | EPP: ETSI Partnership Project | FC: Finance Committee | IPR SC: Intellectual Property Rights Special Committee | ISG: Industry Specification Group | NSBG: National Standardisation Bodies Group  
NSOG: National Standards Organizations Group | OCG: Operational Coordination Group | SC: Special Committee | SDG: Software Development Group | TC: Technical Committee



# 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 Deliverable type and number Version number Date of publication Logos (authorized ones) Disclaimer (In GR, GS and PAS TS) Normative reference (see notes 1 & 6) Requirements (see note 1)	Normative annexes (see note 1)
<b>INFORMATIVE ELEMENT</b>	Table of contents ( <i>generated content</i> ) Intellectual Property Rights (see note 5) Foreword Transposition table (see note 3) Modal verbs terminology (see note 5) Scope Informative references (see note 6) Terms (see note 6) Abbreviations (see note 6) Symbols (see note 6) Change history (see note 2) History (see note 5)	List of figures and/or tables ( <i>generated content</i> ) Executive summary Introduction Informative guidances Informative annexes Bibliography Change history (see note 4)
NOTE 1: For normative deliverable types only. NOTE 2: Required in EN Harmonised Standards only. NOTE 3: European Standards (EN) only. NOTE 4: Except for EN Harmonised Standards where it is required. NOTE 5: Content provided by the Secretariat. 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:

- a) an introductory element (optional) indicating the general field to which the ETSI deliverable belongs; it should not be based on the name of the RB which drafted the ETSI deliverable, especially if this is too broad to add much value;
- b) a main element (obligatory) indicating the principal subject treated within that general field;
- c) a complementary element (optional) indicating the particular aspect of the principal subject or giving details that distinguish the ETSI deliverable from other ETSI deliverables, or other parts of the same ETSI deliverable.

The 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 (see note)
<b>shall</b>	is to is required to it is required that has to only ... is permitted it is necessary
<b>shall not</b>	is not allowed [permitted] [acceptable] [permissible] is required to be not is required that ... be not 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> <p>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").</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 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 ought to
<b>should not</b>	it is not recommended that 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 is allowed is permissible
<b>need not</b>	it is not required that 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> "May" signifies permission expressed by the standard, whereas "can" whereas "can" signifies a possibility that something happens.	
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 there is a possibility of it is possible to
<b>cannot</b>	be unable to there is no possibility of 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 photography, 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.

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# 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. `{ seq fig \r1 }`).

NOTE 2: "xx" represents the identifier for the particular object concerned, e.g. "fig\_ProcessControl" or "ref\_en300466". Do not use bookmarks of the form "fig\_fig1". You can use underscores as separators in sequence identifiers if necessary.

Thus, the title of a table will 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/MS 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 ATs 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, an 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).

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## 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

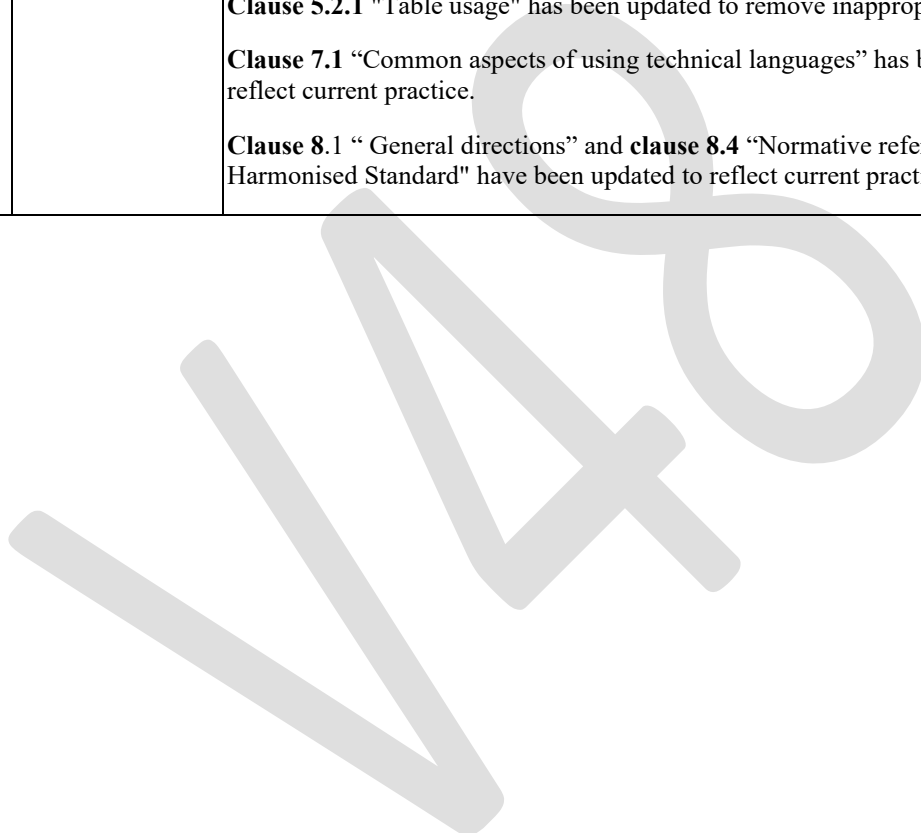
ASN.1	Abstract Syntax Notation no. 1
EDR	ETSI Drafting Rules
EG	ETSI Guide
EMC	ElectroMagnetic Compatibility
EN	European Standard
ENAP	EN Approval Process
EP	ETSI Project
EPP	ETSI Partnership Project
ES	ETSI Standard
GR	ETSI Group Report
GS	ETSI Group Specification
HS	Harmonised Standard
IPR	Intellectual 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

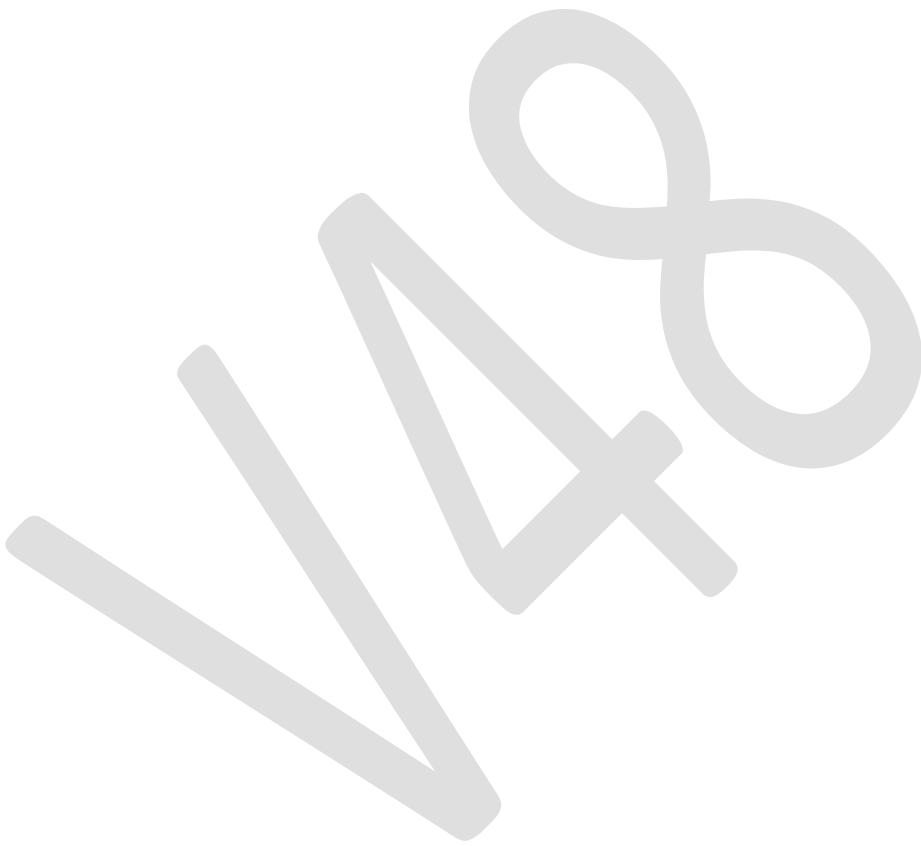
## History of the ETSI Drafting Rules

Document history		
V1.1.1	April 1998	Publication as TR 101 262 (Withdrawn)
V1.2.1	September 2000	Publication as SR 001 262 (Withdrawn)
V1.3.1	April 2001	Publication as SR 001 262 (Withdrawn)
V1.4.1	September 2001	Publication as SR 001 262 (Withdrawn)
V1.5.1	February 2002	Publication as SR 001 262 (Withdrawn)
V1.6.1	July 2002	Publication as SR 001 262 (Withdrawn)
V1.7.1	November 2002	Publication as SR 001 262 (Withdrawn)
V1.8.1	December 2003	Publication as SR 001 262 (Withdrawn)
V2.0.0	July 2004	Publication as SR 001 262 (Withdrawn)
	June 2007	Publication in the ETSI Directives (V22, July 2007)
		Publication without modification in the ETSI Directives (V23, December 2007)
	April 2008	Publication in the ETSI Directives (V24, May 2008)
	January 2009	Publication in the ETSI Directives (V25, January 2009)
		Publication without modification in the ETSI Directives (V26, July 2009)
	October 2009	Publication in the ETSI Directives (V27, May 2010)
	January 2011	Publication in the ETSI Directives (V28, May 2011)
	January 2012	Publication in the ETSI Directives (V29, January 2012)
	January 2013	Publication in the ETSI Directives (V30, January 2013)
	April 2013	Publication in the ETSI Directives (V31, April 2013)
		Publication without modification in the ETSI Directives (V32, October 2013)
	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 General Assembly, Technical Assembly, TCC)

Version/Date	Changes
Version 1 March 1988	1 <sup>st</sup> edition of the "Directives" comprising the Statutes and the Rules of Procedure.
Version 2 November 1990	2 <sup>nd</sup> edition of the "Directives" comprising the revised Statutes and the Rules of Procedures. Statutes: 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 March 1991	Rules of Procedures: Article 1.2.2 (text added: "with the right to speak but not the right to vote"). Article 4.2.7 (text added: "Costed Annual Programme and Special Voluntary Programme"). Article 6.4.9 (to read "to ensure that all the required procedures of Articles 14.4 and 14.5 have been implemented before draft standards are adopted"). Article 11.4.1 (text added at the end: "All contributions and fees shall be based on the updated membership situation as at 30 November of the immediately preceding year"). Article 14 on "Elaboration, Approval and Implementation of Standards" considerably modified. Article 15.2 modified ("ETSI shall cooperate in joint Groups and committees set up with other European Standards Bodies in order to obtain proper coordination of standardisation activities, the necessary alignment of relevant parts of their working rules and a common approach to future developments in the area of standardisation in Europe"). Annex 1, definition of Private Service Provider ("a service or" added). Annex 3, National voting weight of the Austrian Administration increased from 3 to 5.
Version 4 April 1992	Rules of Procedures: New Article 6.4.10 bis. Article 14.3.2 (point b, reference added to ISO and IEC to read "...or a standard in the field of ETSI's interest prepared by ISO and IEC where there is no ETS already in existence". New Article 14.5 ter on Withdrawal procedure. Article 14.6 on Transposition Arrangements. New Article 15 on Elaboration and approval of technical basis for regulations. Annex 2 Clause 5 (text added: "The General Assembly can decide, on a case by case basis, to assign a lower class of contribution to an Associate member whose field of interest is limited to a specific area within the ETSI standardisation work". Annex 2 Clause 11 deleted. Annex 3: Romania and Bulgaria added with a voting weight of 3. Annex 5: Definition of TBR introduced and two separate definitions for ISO and IEC instead of JTC1. Deletion of words CEN/CENELEC/CEPT under ITSTC.
Version 5 March 1993	New: ETSI IPR Policy and Undertaking
Version 6 March 1994	Rules of Procedures: Changes in the following Articles: Article 3.4: The GA's powers (added) and functions, and editorial changes. Article 6.4: The TA's powers (added) and functions, §7 added: "dealing with any other matter referred to it by the General Assembly" and all other § renumbered. Article 8.1 CICITT and CCIR replaced by ITU. Article 8.4. Article 12.3: last sentence added. New Article 12.4 on vote procedure for the appointment of Chairs and Vice-Chairs of Assemblies and TCs, Director and Deputy Director. Articles 12.4 and 12.5 renumbered to 12.5 and 12.6. Article 12.5: Secret ballot shall 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 November 1994	Rules of Procedures: Annex 3, Weighted National Votes: Croatia (2) added and Russia (tba) added. New Annex 6: ETSI Interim IPR Policy.
Version 8 March 1995	Rules of Procedures: Annex 3, Weighted National Votes: Austria (from 5 to 4), Finland (3), Sweden (from 5 to 4), changes made after these 3 countries have joined the European Union, Russia (5).
Version 9 April 1996	Statutes: Changes in most Articles: Article 1, Article 2, Article 3, Article 4, Article 6, 6.1, 6.2, 6.3, 6.4 and Articles 6.5, 6.6, 6.7 added, Article 7, Article 8, Article 9, Article 10, Article 11, Article 12 entitled "Meetings of the GA", New Article 13 on "The Board", Article 14 entitled "The Technical Organization", Article 15 entitled "Director-General and Deputy Director-General", Article 16 entitled "Secretariat", Article 17 on "Auditor", Article 18 "Amendments to these Statutes and the Rules of Procedure" and Article 19 entitled "Dissolution, Winding Up". Rules of Procedures: Changes in most Articles including Article 1 addition of Article 1.5 on Counsellor's Status. Article 2: Board added, Technical Organization used to replace Technical Assembly, Technical Committees and Project Teams, term "General" added to Director and Deputy Director. Article 3: Powers and functions of the GA described and addition of Articles 3.4.14 to 3.4.32. Article 4 (previous 7) few changes. New Article 5 on the Board's Powers, functions and duties. New Article 6 on Technical Organization. Article 7 (previous 10): Technical Assembly deleted. Article 8 (previous 4) on D-G and DD-G quite a few changes. Article 9 (previous 5), no change. Article 10 (previous 11): word "budget" replaced by "account. Year to pay contributions separated into two: 1st and 2nd semester. Article 11: Voting by the GA: in urgent cases, vote by correspondence agreed, Article 12 (previous 13) Quorum and Proxy voting. Article 13 (previous 14) Elaboration, Approval and Implementation of European Standards: Article 13.1 compressed into one sentence. Article 13.2 now entitled National Standards Organization: MoU to be signed between ETSI and NSOs (instead of agreement). Article 13.3: ETS replaced by EN (Telecommunications series) and many changes in Articles: 13.4, 13.5, 13.6, 13.7 and 13.8. Article 14 previous 15): Elaboration, approval and implementation of ETSI Standards and ETSI Guides, many changes. Article 15 (previous 16): Relationship of ETSI to other bodies: co-operation with other European Standards Bodies replaced by other European regional and world-wide organizations and "...common approach to future developments in the area of standardization in Europe and at the international level". Article 16 (previous 17): Review of activities: no change except Director "General" added. Article 17 (previous 18): Official languages: new Article 17.2 on the language of the Board which shall decide its own working language, Article 17.4: "...The translation may only be performed under the responsibility of an NSO in whose country the relevant language has official status". Article 18 (previous 19), Litigation: no change. Article 19 (previous 20), Amendments to the Statutes and the Rules of Procedure: "... shall be put to a SCM giving not less than three months' notice which shall include an agenda and the proposed text." Approval to Statutes: not less than 75% and to the Rules of Procedure including their annexes: not less than 71% of the total weighted votes cast to be in favour. Changes in Annexes 1, 3: Weighted National Votes: New Ukraine: 5, Austria and Sweden: from 5 to 4 and new Lithuania: 2. Editorial changes in other annexes introduced as a consequence of the adopted changes of the main text. New Annex 7: Rules of Operation for the Board.
Version 10 July 1996	Board's Powers and Functions adopted by GA #26 in July 1996 and included in this version.
Version 11 August 1996	Board's Working Procedures adopted by Board #01 in August 1996 and included in this version.
Version 12 April 1997	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 TWP's and New function added "25" on Handling of Publicly Available Specifications (PAS)

**1997 - 2011 (HLRG/TFIG revised ETSI structure comprising General Assembly, Board, OCG)**

Version/Date	Changes
Version 1 June 1997	1 <sup>st</sup> edition of the "Directives" comprising the: <b>Statutes, Rules of Procedure, Board Working Procedures, Powers &amp; Functions delegated to the Board, ToRs of the Operational Co-ordination Group, Technical Working Procedures.</b>
Version 2 December 1997	<b>RoP Art. 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 April 1998	<b>RoP Art. 1.2.3, 11.1.2, 11.2.2, 11.3, 12.3, 14, Annex 2, Annex 4</b> (Associate member voting rights). <b>TWP Art. 1.5.2, 1.7.1, C.1</b> (Associate member voting rights). Collective Letter 1872.
Version 4 December 1998	<b>RoP Art. 10</b> (late payment penalty fee of 3%), <b>Annex 3</b> (Weighted National Votes - Estonia). <b>Powers and Functions delegated to the Board Art. 13, 19</b> (removal of references to NBDG). <b>TWP Art. 1.6.6, 1.7.1, A.1</b> (editorial changes), <b>Art. 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 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). <b>TWP Art. 1.10</b> (improved STF financial accountability). Collective Letter 1951.
Version 6 June 1999	<b>Board Working Procedures Art. 6</b> (attendance of observers at Board meetings), <b>Art. 8</b> (Code of Conduct) (text to be added later), <b>Art. 9</b> (confidential votes). Collective Letter 1959.
Version 7 September 1999	<b>TWP Art. 1.6.6</b> (scope of draft Harmonised Standards), <b>Art. 2.2.2.1</b> (OAP for Harmonised Standards based on existing, adopted ETs, ENs or TBRs). Collective Letter 1969.
Version 8 November 1999	Should have included <b>RoP Art. 11.4</b> (Voting rules for appointment of Board Chair) but was never actually issued.
Version 9 February 2000	<b>Statutes Art. 18</b> (SCM notification reduced from 3 months to 6 weeks). <b>RoP Art. 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; Art. 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>Art. 1.3.1</b> (appointment of a Technical Body Chairs), <b>Art. 1.5.5</b> (TB membership list), <b>Art. 1.6.3, 1.6.4</b> (adoption of Work Item), <b>Art. 1.6.5</b> (stopping a Work Item), <b>Art. 1.9.3</b> (Meetings Reports on Docbox), <b>Art. 1.10.2</b> (STF ToRs moved to new Annex F), <b>Art. 2.2.1.1.1, 2.2.1.1.2, 2.2.1.3</b> (TAP/OAP durations clarified), <b>Art. 2.2.3.3</b> (withdrawn ESs and EGs will remain publicly available), <b>Art. 2.2.4.3</b> (withdrawn TSs and TRs will remain publicly available), new <b>Art. 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 April 2000	<b>RoP Art. 11.4</b> (Voting rules for appointment of Board Chair). <b>TWP Art. 1.1.3</b> (EPP characteristics modified), <b>Art. 1.10.3</b> (STF dates changed). Collective Letter 2010.
Version 11 December 2000	<b>Statutes Art. 6</b> (observers no longer only from CEPT), <b>Art. 11.1</b> (voting under 11.2 extended to Associate members. Quorum requirements still Full members only), <b>Art. 13</b> (Board members may also be nominated by Associate members). <b>RoP Art. 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). <b>Board Working Procedures Art. 6.1</b> (Associate members may attend Board meetings). <b>ETSI Financial Regulations</b> included in Directives. <b>OCG ToRs Art. A), 4e)</b> (monitoring the efficiency of the TO). <b>TWP Art. 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 December 2001	<b>RoP Art. 1.2.2, 1.2.3, 1.2.4, Annex 2</b> (EDS included into 1st Unit of Contribution). <b>Board Working Procedures Art. 5</b> (location of meetings), <b>Powers and Functions delegated to the Board Art. 25</b> (deleted). <b>Financial Regulations Art. 6, 8.3, 10, 15</b> (clarifications and change to euros). <b>TWP Art. 1.5.4, 1.7.1.1, 1.7.1.2, Annex A</b> (inclusion of electronic voting tool), <b>Art. 1.10.3</b> (updated STF procedure), <b>Art. 2.3</b> (new PAS procedure), <b>Annex G</b> (IPR forms included). Collective Letter 2137.
Version 13 April 2002	<b>RoP Art. 1.2.2, 1.2.3, Annex 2</b> (fees paid by User Associations). Collective Letter 2161.
Version 14 December 2002	<b>OCG ToRs</b> (opening-up to permit members to attend OCG meetings as observers). Collective Letter 2222.
Version 15 April 2003	<b>RoP Art. 10.3</b> (late payment penalty change from 3% to 5% & year-end surplus refund clarified). <b>Powers and Functions delegated to the Board Art. 21</b> (Appointment of Chairs). <b>Board Working Procedure Art. 8</b> (changed from unused "Code of Conduct" to new "Board documentation"), new <b>Art. 10</b> (Voting by Correspondence). <b>TWP Art. 1.3.1, 1.7.1, 1.7.1.3</b> (Appointment of Chairs). Collective Letter 2246.
Version 16 December 2003	<b>RoP Art. 1, 10, Annex 1, Annex 2</b> (to reinforce the procedures on member contributions), <b>Art. 13.5.3</b> (separate counting of EU/EFTA votes). <b>OCG ToRs</b> (allocation of resources for STFs). <b>TWP Art. 1.10</b> , new <b>Annex F</b> , new <b>Annex H</b> (management and operation of STFs). Collective Letter 2307.
Version 17 December 2004	<b>RoP Art. 1.1, Annex 1, Annex 2</b> (status of Universities & Public Research Bodies), <b>Art. 1.1, 1.2.4, Annex 1</b> (status of NSOs), <b>Art. 7.2</b> (Special Committees), <b>Art. 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). <b>ETSI Guide on IPRs</b> included in Directives. <b>TWP Art. 1.4</b> (remote participation in TB meetings), <b>Art. 2.2.6</b> (approval procedures for Special Reports), <b>Annex G</b> (revised IPR forms). Collective Letter 2377
Version 18 December 2005	<b>Statutes Art. 10</b> (creation of "Industry Specification Groups"). <b>RoP Art. 2, 3.4.33, 8.3.9</b> (creation of "Industry Specification Groups"), <b>Art. 1.2.2, 1.2.3, Annex 2</b> (Partnership Projects may be subject to a minimum contribution). <b>RoP Art. 1.2.2, 1.2.3, 4.3</b> (user issues - free EDS and GA vice-chair position), <b>Art. 10.3</b> (modification to late payment penalty fee date), <b>Annex 6 Art. 4.1</b> (IPR Policy). <b>ETSI Guide on IPRs</b> (clarification text subsequent to the change of Art. 4.1 of the IPR Policy). <b>Powers and Functions delegated to the Board Art. 13</b> (user relevance in Work Programme). Collective Letter 2444.
Version 19 April 2006	<b>Statutes Art. 2, 3</b> (inclusion of "other electronic communications networks and services"). <b>Powers and Functions delegated to the Board Art. 16</b> (modified to include ISGs), new <b>Art. 25</b> (creation/termination of ISGs). Collective Letter 2471.
Version 20 July 2006	<b>TWP Clause 1.4</b> ("Three-meeting Rule"), <b>Introduction and Art. 2.1, 2.2.7</b> (new), <b>3</b> (new), <b>Annex A, Annex B, Annex D</b> , and <b>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 21 December 2006	<b>RoP Annex 3</b> (Weighted National Votes for FYROM, Romania (from 1 January 2007) and Bulgaria (from 1 January 2007)), <b>Annex 6, Art. 3.1</b> (IPR Policy Objectives), <b>Art. 6</b> (Availability of Licenses), <b>Art. 8</b> (Non-availability of Licenses). <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 and Art. 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). <b>OCG ToRs</b> to include ISG Chairs, to enable inter-TB dispute resolution and to allow the creation of permanent OCG sub-groups. <b>TWP Clauses 1.6.1, 1.6.3 and 1.6.4</b> (user relevance of Work Items), <b>Clauses 1.6.3, 2.2.1.1, 2.2.3.1, 2.2.4.1 and 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.

Version/Date	Changes
Version 22 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' 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 December 2007	<p><b>RoP Art. 10.3</b> (change of date for the declared position of the member/Observer contributions), <b>Annex 2 Clauses 10 and 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 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 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 July 2009	<p><b>Statutes Art. 10 and 15</b> (deletion of the post of Deputy Director-General).</p> <p><b>RoP Art. 2, 3, 8, 9, 11 and Annex 7</b> (deletion of the post of Deputy Director-General),</p> <p><b>RoP Art. 1.4</b> (change of date for giving notice of resignation from membership).</p> <p><b>Financial Regulations Art. 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>
Version 27 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 harmonized 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/Date	Changes
Version 28 May 2011	Removal of the term "(Telecommunication series)" throughout the Directives affecting: <b>RoP Art/ 13, 14, 17, Annex 1, and Annex 6;</b> <b>Guidelines for Antitrust Compliance Art. C.5;</b> <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> <b>EDRs Clauses 3.2 and 9a.</b>
	<b>Guidelines for Antitrust Compliance</b> (update of references from Articles 81/ 82 EC to Art 101/ 102 TFEU throughout). <b>RoP new Art. 8.3.10</b> (inclusion of Secretariat Business Plan in the responsibilities of the D-G). <b>RoP Annex 7 Clause 1</b> (to give the FC Chair the right to participate in Board meetings). <b>Terms of Reference of the Finance Committee (FC)</b> inserted into ETSI Directives. <b>Board Powers &amp; Functions updated: new Art. 26, 27, 28.</b> <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), <b>TWP Clause A.3</b> (definition of Harmonised Standard updated). <b>ETSI Drafting Rules</b> (various updates, see EDR History section). Collective Letter 11_2869.
Version 29 January 2012	<b>Statutes Art. 2 and 3</b> (clarifications and guidelines to the ECRT model of membership payments). <b>RoP Annexes 1 and 2</b> (clarifications and guidelines to the ECRT model of membership payments). <b>Guidelines for the implementation Annex 2 of the Rules of Procedure Art. 1</b> (clarifications and guidelines to the ECRT model of membership payments). <b>RoP Annex 6</b> (handling of Software Copyright issues). <b>Board Working Procedures: new Art. 1.4</b> (conflict of interest in STF selection process). <b>TWP Clause 1.4</b> (to permit potential members of an intended Partnership Project to participate in ETSI TB meetings). <b>ETSI Drafting Rules</b> (various updates, see EDR History section). Collective Letter 12_2929.
Version 30 January 2013	<b>RoP Art. 13.4</b> to enable the implementation of a new simplified EN Approval Procedure. <b>New Board Power (29)</b> delegating authority to the Board for the processing of new members applications for Partnership Projects. <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). <b>ETSI Drafting Rules Annex B.4</b> updated TTCN 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.
Version 31 April 2013	<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 Art. 6.1 of the ETSI IPR Policy is transferred to a new owner. <b>Editorial correction in Clause 6.1</b> and correction of an incorrect reference in Appendix A. <b>Updated/new Art. 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. <b>Modification to Art. 8.3.10</b> to change the term "Secretariat Business Plan" to "Secretariat Activity Plan". <b>Modification to Annex 3</b> to include a weighted nation vote of 4 for Albania. <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.



Version/Date	Changes
Version 32 October 2013	<p><b>ETSI Guide on IPRs Art. 4.2</b> updated to address the issue of when a standard-essential patent subject to a FRAND licensing undertaking made pursuant to Art. 6.1 of the ETSI IPR Policy is transferred to a new owner (clarification text subsequent to the introduction of Art. 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.</p> <p><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 May 2014	<p><b>RoP Art. 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 December 2014	<p><b>RoP Art. 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 December 2015	<p><b>RoP Art. 18</b> updated concerning better protection of the Institute towards lawsuits brought against it by its members.</p> <p><b>RoP Art. 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>
Version 36 June 2016	<p><b>RoP Art. 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 and 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/Date	Changes
Version 37 April 2017	<p><b>Foreword</b> updated to clarify the term "official".</p> <p><b>Statutes Art. 6.1</b> updated to align the membership categories with those listed in the RoP.</p> <p><b>Statutes Art. 6.3</b> updated to commit the ETSI membership to the Directives and GA decisions.</p> <p><b>Statutes Art. 6.5, 6.6 and 9</b> updated to implement editorial changes.</p> <p><b>Statutes Art. 7 and 8</b> updated to reflect the implementation of a new membership application process.</p> <p><b>Statutes Art. 10</b> updated to reflect the new possibility offered to create and/or participate in Coordination Groups.</p> <p><b>RoP Art. 1</b> updated to align the membership categories with those listed in the Statutes.</p> <p><b>RoP Art. 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 Art. 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 Art. 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 Art. 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 Art. 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 February 2018	<p><b>RoP Art. 3.4.29, 6.1 and 8.3.3</b> updated to enable the implementation of the revised STF process.</p> <p><b>RoP Art. 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 October 2018	<p><b>RoP Art. 3.4.5</b> deleted to reflect decision taken at GA #54 related to Staff Regulations.</p> <p><b>RoP Art. 8.3.12</b> added to reflect decision taken at GA #54 related to Staff Regulations.</p> <p><b>RoP Art. 12.3</b> updated to fix a deadline to present proxies prior to a GA.</p> <p><b>RoP Art. 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 Cooperation 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 April 2019	<p><b>RoP Art. 3.4.36</b> added to reflect the new Testing Task Force (TTF) principles.</p> <p><b>RoP Art. 6.1, 8.2.7, 8.3.3</b> updated to reflect the new TTF principles.</p> <p><b>RoP Art. 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 February 2020	<p><b>RoP Art. 13.1</b> updated to help Annex III Organisations contribute during the EN Approval Process (ENAP).</p> <p><b>RoP Art. 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 Organisations contribute during the EN Approval Process (ENAP).</p>
Version 42 November 2020	<p><b>Statutes Art. 12.7</b> added to allow meetings of the General Assembly to be held electronically when necessary.</p> <p><b>RoP Art. 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 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 May 2021	<p><b>RoP Art. 11</b> updated to clarify the possibility of building consensus between two meetings of the GA.</p> <p><b>RoP Art. 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 December 2021	<p><b>Statutes Art. 11.4, 12.2 and 12.7</b> updated to replace "Chairman" and "Chairmen" by gender-neutral terms</p> <p><b>Statutes Art. 12.7</b> updated to clarify the possibility for the ETSI General Assembly to hold hybrid meetings.</p> <p><b>RoP Art. 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 Art. 3.5.5</b> updated to clarify the possibility for the ETSI General Assembly to hold hybrid meetings.</p> <p><b>RoP Art. 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> <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>Financial Regulations Art. 8.4</b> updated to replace “Chairman” by a gender-neutral term.</p> <p><b>Terms of Reference of the Finance Committee Art. 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>
<p><b>Version 45</b>  June 2022</p>	<p><b>Foreword</b> updated to delete the reference to the <b>Guidelines for the implementation of Annex 2 of the RoP</b></p> <p><b>RoP Art. 1, 1.1, 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.3, 1.3.2, 1.4, 1.4.1, 1.4.2, 1.4.3, 1.5, 3.2, 3.5.2, 10.2, 10.3, 10.3.1, 10.3.2, 10.3.3, 11.2.1, Annex 1, Annex 2</b> updated to clarify the membership-related rules and terminology.</p> <p><b>Guidelines for the implementation of Annex 2 of the RoP</b> deleted.</p> <p><b>TWP Annexes A.1 and A.2</b> updated to clarify definitions and to add definitions.</p>
<p><b>Version 46</b>  December 2022</p>	<p><b>RoP Art. 1.2.2 and 1.2.3</b> updated to remove the need for ETSI Full and Associate members, and applicants to ETSI Full or Associate membership, to sign a Member Agreement to participate in an ISG. <a href="#">[GA(22)80_013]</a></p> <p><b>RoP Art. 1.2.2, 1.2.3 and 1.5</b> updated to reflect the creation of a new type of group at ETSI: the Software Development Group (SDG). <a href="#">[GA(22)80_015]</a></p> <p><b>RoP Art. 3.4.37 and 8.3.14</b> added to reflect the creation of a new type of group at ETSI: the Software Development Group (SDG). <a href="#">[GA(22)80_015]</a></p> <p><b>RoP Art. 10.3.1</b> updated to clarify the management of any budgetary excess <a href="#">[GA(22)80_017r2]</a>.</p> <p><b>RoP Annex 1.3</b> updated to clarify the definitions related to Corporate Group. <a href="#">[GA(22)80_014r1]</a></p> <p><b>Powers and Functions delegated to the Board Clause 35</b> added to reflect the creation of a new type of group at ETSI: the Software Development Group (SDG). <a href="#">[GA(22)80_016]</a></p> <p><b>Terms of Reference of the OCG Clauses A.1, A.3a, A.3e, A.3g and B.1</b> updated to reflect the creation of a new type of group at ETSI: the Software Development Group (SDG). <a href="#">[BOARD(22)139_018r2]</a></p> <p><b>TWP Clauses 3.1, 3.2.1, 3.2.3, 3.2.4, 3.3, 3.3.1, 3.3.2, 3.3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.9.3, 3.9.4</b> updated to remove the need for ETSI Full and Associate members, and applicants to ETSI Full or Associate membership, to sign a Member Agreement to participate in an ISG, and to align the ISG-related Clauses with the TB-related Clauses. <a href="#">[BOARD(22)138_014]</a></p> <p><b>TWP Clauses 3.9.5, 3.10 and 3.11</b> deleted to align the ISG-related Clauses with the TB-related Clauses. <a href="#">[BOARD(22)138_014]</a></p> <p><b>TWP Clause 7 and Annexes A.6 and D.6</b> added to reflect the creation of a new type of group at ETSI: the Software Development Group (SDG). <a href="#">[BOARD(22)139_018r2]</a></p>

<p><b>Version 47</b> June 2023</p>	<p><b>Statutes Art. 6.1, 6.2, 6.6, 7, 8, 9, 10, 11.4, 12.1, 12.2, 12.3, 12.6, 12.7, 12.8, 13.1, 15.2, 15.3 and 17</b> updated to introduce gender-neutrality, enhance editorial coherence, clarify some portions of text and make reference to “Software Development Group” and “Observer member” <a href="#">[GA(23)81_006r2]</a>.</p> <p><b>Statutes Art. 12.7</b> updated to make the meetings of the General Assembly hybrid by default <a href="#">[GA(23)81b_005]</a>.</p> <p><b>RoP Art. 1.1, 1.2.4, 2, 3.2, 3.3, 3.4.7, 3.4.8, 3.4.10, 3.4.17, 3.4.19, 3.4.22, 3.4.30, 3.5.1, 3.5.2, 3.5.3, 4.6, 5.1, 5.3, 8.1, 8.3.4, 8.3.5, 8.3.8, 8.3.9, 8.3.11, 8.3.14, 8.4, 8.7, 8.7.1, 8.7.2, 8.7.3, 8.7.4, 8.8, 9.1, 10.3.1, 10.3.2, 10.3.3, 11.1.1, 11.1.3, 11.2.1, 11.2.3, 11.3, 11.5, 12.1, 12.2, 13.1, 13.2, 13.3, 13.3.1, 13.3.2, 13.4, 13.5, 13.5.1, 13.5.2, 13.5.3, 13.6, 13.7.1, 13.7.2, 14, 17, 18.2, Annex 1, Annex 3, Annex 5, and Point 1 of Annex 7</b> updated to implement gender-neutrality, enhance editorial coherence, clarify some portions of text, make reference to “Software Development Group”, align the text with the amended Regulation (EU) No 1025/2012 and add acronyms <a href="#">[GA(23)81_007r2]</a>.</p> <p><b>RoP Point 2 of Annex 4</b> deleted to adapt to previous changes to the Directives <a href="#">[GA(23)81_007r2]</a>.</p> <p><b>RoP Art. 3.5.5</b> updated to make the meetings of the General Assembly hybrid by default <a href="#">[GA(23)81b_006]</a>.</p> <p><b>RoP Art. 13.2.1, 13.2.2, 13.2.3, 20, 21, 22 and Annex 1</b> updated to adapt to amended Regulation (EU) No 1025/2012, clarify the escalation procedures and amend the definitions <a href="#">[GA(23)81_007r2]</a> <a href="#">[GA(23)81b_007r1]</a>.</p> <p><b>RoP Art. 1.1, 3.5.2, 3.6.3, 4.4, 11.4, 11.6 and Annex 3</b> updated to implement gender neutrality and improve clarity of the existing text <a href="#">[GA(23)81b_008]</a>.</p> <p><b>RoP Points 1, 2 and 6 of Annex 7</b> to extend the list of Board ex-officio non-voting members and introduce additional editorial enhancements <a href="#">[GA(23)81b_009]</a>.</p> <p><b>RoP Point 1 of Annex 7</b> updated and <b>Point 7 of Annex 7</b> added to limit the number of consecutive terms of office of the Board Chair position <a href="#">[GA(23)81b010]</a>.</p> <p><b>RoP Point 2 of Annex 7</b> updated to clarify the text related to the composition of the Board and the election of its members <a href="#">[GA(23)81b012r1]</a>.</p> <p><b>ETSI Values</b> added as a new document in the ETSI Directives <a href="#">[GA(23)81a_005r1]</a>.</p> <p><b>Powers and Functions delegated to the Board Clause 32</b> updated to adapt to amended Regulation (EU) No 1025/2012 <a href="#">[GA(23)81_009r2]</a>.</p> <p><b>ToR of the Finance Committee Clause 3</b> updated and <b>Clause 5</b> added to limit the number of consecutive terms of office of the FC Chair position <a href="#">[GA(23)81b011]</a>.</p> <p><b>TWP Introduction and Clauses 1, 1.1.1, 1.1.2, 1.2, 1.4, 1.6.1, 1.6.3, 1.6.4, 1.6.5, 1.6.6, 1.6.7, 1.6.8, 1.6.9, 2, 2.2, 2.4, 4.1, 5.1, Annexes A, C, E, J, K, Q and T</b> updated to introduce gender-neutrality, enhance editorial coherence, clarify some portions of text and align the text with the amended Regulation (EU) No 1025/2012 <a href="#">[BOARD(23)142_014r1]</a>.</p> <p><b>TWP Clauses 1.3, 1.7, 3.3, 3.7, 7.3 and 7.7</b> updated to limit the terms of office of the Chairs of Technical Groups and Software Development Groups to 3 consecutive terms of 2 years each <a href="#">[BOARD(23)143_011r2]</a>.</p> <p><b>TWP Clauses 1.3.2, 1.3.3, 1.3.4 and 1.3.5</b> added to specify the procedures in case of dismissal, resignation, unavailability and change of a supporting organization of a Technical Group Chair <a href="#">[BOARD(23)143_011r2]</a>.</p> <p><b>TWP Clauses 1.7.1.3 and 3.7.7</b> added to specify the procedure to take a decision by consensus in between meetings of a Technical Group <a href="#">[BOARD(23)143_011r2]</a>.</p> <p><b>TWP Clauses 3.3.2, 3.3.3, 3.3.4 and 3.3.5</b> added to specify the procedures in case of dismissal, resignation, unavailability and change of a supporting organization of an ISG <a href="#">[BOARD(23)143_011r2]</a>.</p> <p><b>TWP Clauses 7.3.3, 7.3.4, 7.3.5 and 7.3.6</b> added to specify the procedures in case of dismissal, resignation, unavailability and change of a supporting organization of an SDG <a href="#">[BOARD(23)143_011r2]</a>.</p> <p><b>TWP Annex U</b> added to introduce the SRdAP flowcharts resulting from the amended Regulation (EU) No 1025/2012 <a href="#">[BOARD(23)142_014r1]</a>.</p> <p><b>Information Policy Introduction, Definitions and table</b> updated for editorial coherence and to adapt to amended Regulation (EU) No 1025/2012 <a href="#">[BOARD(23)141a_006]</a>.</p> <p><b>Information Policy Annex 1</b> added to represent the ETSI Structure with the new NSOG and NSBG decision-making bodies <a href="#">[BOARD(23)141a_006]</a>.</p>
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1<sup>st</sup> Dec 2023

**Statutes Art. 2** amended to clarify that the ESO-related tasks are part of the overall objective of the Institute which may be achieved by any lawful means.

**Statutes Art. 3** updated to replace “harmonized” by “globally accepted”.

**Statutes Art. 9** amended to clarify that the ETSI may be funded by EU/EFTA grants. [\[GA\(23\)82\\_020r1\]](#)

**Statutes Art. 7, 8 and 11.4** updated to improve the text.

**Statutes Art. 10** updated to add the NSOG and the NSBG in the ETSI Structure.

**Statutes Art. 11.1** updated to add a reference to RoP 11.3 and remove the reference to the quorum.

**Statutes Art. 17** updated to improve the text. [\[GA\(23\)82\\_012\]](#)

**Statutes Art. 15.2** updated to resolve a redundancy with RoP 8.1. [\[GA\(23\)82\\_013\]](#)

**Rules of Procedure Art. 1.2.2, 1.2.3, 1.5, 3.4.16, 3.4.19, 3.4.21, 8.3.13, 10.3.2** updated to introduce the terms “Technical Group” and/or “Coordination Group” and/or “Software Development Group” and improve the text.

**RoP Art. 1.2.4, 1.4.1, 1.4.2, 3.2, 3.3, 3.4.6, 3.4.14, 3.4.18, 3.6.2, 3.6.3, 4.3, 4.5, 4.8, 5.1, 8.5.2, 8.5.4, 10.3.1, 10.3.2, 11.1.1, 11.2.1, 11.6, 13.5.3, 17, 20.1, 20.2, 21.1, 22.1 and 22.2** updated to improve the text.

**RoP Art. 1.5 and 2** updated to introduce the terms “National Standards Organizations Group” and “National Standardisation Bodies Group” and improve the text.

**RoP Art. 3.4.22 and 18.2** updated to fix a reference error.

**RoP Art. 3.4.34** update to replace “termination” by “cessation”.

**RoP Art. 3.4.38** added to adapt to the creation of NSBG and NSOG.

**RoP Art. 4.3, 11.2.2, 11.2.3, 11.3 and 12.3** updated to adapt to the concept of “Corporate Group” and/or “Public Group”.

**RoP Art. 6.4** updated to refer to “public interest” when working in response to an SReq.

**RoP Art. 8.3.6** updated to remove a sentence of Point 2 of Annex 4.

**RoP Art. 8.3.11** updated to align with the creation of “Public Groups”.

**RoP Art. 10.3 and 10.3.1** updated to remove the concept of “Unit of Contribution”.

**RoP Art. 12.1 and 12.2** updated to implement a new 40% quorum for Ordinary and Extraordinary Meetings of the General Assembly and keep a 50% quorum for Specially Convened Meetings.

**RoP Art. 21.2.1, 21.2.2, 21.3.1, 21.3.2, 21.4, 21.7.1 and 21.7.2** updated to grant the NSOs additional responsibilities related to European Standards and European standardisation deliverables elaborated in response to SReq.

**RoP Annex 1, Point 2** updated to replace “EC” by “EU” and add hyperlinks to EU definitions.

**RoP Annex 1, Points 3, 4 and 5** updated to introduce the definitions of “Additional Member”, “Individual Member”, “Public Group”, “Administrative Fee”, modify the definitions of “Corporate Group”, “Group Contact”, “Class of Contribution”, “Membership Contribution”, “National Standardisation Body”, “NSB Group”, and delete the definition of “Unit of Contribution”.

**RoP Annex 2** updated to introduce the new contribution schemes, voting weights principles and concepts of Corporate and Public Groups.

**RoP Annex 3** updated to remove “Russia”.

**RoP Annex 4** deleted.

**RoP Annex 5** updated with additional acronyms.

**RoP Annex 7, Point 2** updated to adapt to the concept of Corporate and/or Public Group.

**RoP Annex 7, Point 4** updated to remove the possibility for the Board to select its working language.

**RoP Annex 7, Points 6 and 7** updated to adapt to the concept of Corporate and/or Public Group. [\[GA\(23\)81c\\_005\]](#) [\[GA\(23\)81c\\_006r2\]](#) [\[GA\(23\)81c\\_006a1r2\]](#)

**RoP Art. 1.5** updated to enable the participation of Counsellors in SDG without having to sign the relevant license conditions. [\[GA\(23\)82\\_019\]](#)

**RoP Art. 8.1** updated to resolve a redundancy with Art. 15.2 of the Statutes. [\[GA\(23\)82\\_014\]](#)

**RoP Art. 8.3.8** amended to exclude the tasks reserved for the NSBG.

**RoP Art. 11.2.2** amended to exclude the SReq-related matters. [\[GA\(23\)82\\_021\]](#)

**RoP Art. 12.2** updated to restore the 50% quorum for weighted national votes taken by correspondence. [\[GA\(23\)82\\_017\]](#)



<p><b>RoP Art. 20.1</b> updated to add the ESOs in the SReq drafting process and remove the descriptions of EC internal processes. [<a href="#">GA(23)82_021</a>]</p> <p><b>RoP Art. 20.2, 20.3, 20.3.1, 20.3.2, 20.3.3 and 20.3.4</b> updated to involve the NSOG in the SReq-related process. [<a href="#">GA(23)82_015r1</a>]</p> <p><b>RoP Art. 22.1 and 22.2</b> updated to clarify the escalation procedures to the Board and General Assembly.</p> <p><b>RoP Art. 22.3</b> added to clarify the escalation procedures to the Director-General.</p> <p><b>RoP Annex 1 Point 1</b> amended to improve the definition of Administrations.</p> <p><b>RoP Annex 1 Point 5</b> amended to add the definition of Counsellors. [<a href="#">GA(23)82_019</a>]</p> <p><b>Code of Conduct for ETSI members</b> added as a new document in the ETSI Directives. [<a href="#">GA(23)82_030a1r1</a>]</p> <p><b>Code of Conduct for Board members</b> added as a new document in the ETSI Directives. [<a href="#">GA(23)82_037</a>]</p> <p><b>Board Working Procedures Art. 6.1</b> deleted and reworded text moved in 6.4.</p> <p><b>BWP Art. 6.2, 6.3, 6.4 and 6.5</b> updated to replace “observer” by “Guest”. [<a href="#">BOARD(23)144a_012</a>]</p> <p><b>Financial Regulations Art. 1.1, 2.6, 8.1, 8.2, 8.3, 9.2, 10.2, 11, 12.2, 13.2, 16 and 18.2</b> updated to improve the text and introduce gender neutrality. [<a href="#">GA(23)82_011</a>]</p> <p><b>ToR of the OCG, Section B, Point 1</b> updated to replace “observer” by “Guest”. [<a href="#">BOARD(23)144a_012</a>]</p> <p><b>Rights and obligations for ETSI courtesy title holders, ETSI Fellows and Retired Friends of ETSI Clause 2.2</b> updated to modify the rules for nominating candidates to the Fellowship Award. [<a href="#">BOARD(23)144_027r2</a>]</p> <p><b>Technical Working Procedures Clauses 1.2, 2.2.1.2.1, 2.2.1.2.3, 2.2.3.2, 2.2.7.2, 2.2.7.3, 3.2.3, 3.2.4, 4.2 and 7.2.3</b> updated to replace “termination” by “cessation”. [<a href="#">BOARD(23)144a_009</a>]</p> <p><b>TWP Clause 1.3.5</b> updated to replace “supported by” by “delegate of”.</p> <p><b>TWP Clauses 1.7.1.1, 1.7.1.2, 3.7.3, 3.7.5, 3.7.6, 7.7.4 and 7.7.5</b> updated to reflect the new voting principles of Corporate and Public Groups. [<a href="#">BOARD(23)144a_009</a>]</p> <p><b>TWP Clause 1.8.1.1.2</b> updated to replace “observer” by “nominated delegate”. [<a href="#">BOARD(23)144a_012</a>]</p> <p><b>TWP Clauses 2.2.2.1.1, 2.2.2.1.1.1, 2.2.2.1.1.2, 2.2.2.1.1.2.1, 2.2.2.1.1.3 and 2.2.2.2</b> updated to involve the NSOG in the SRdAP.</p> <p><b>TWP Clause 2.2.2.3.2</b> updated to include the need to inform the EC.</p> <p><b>TWP Clauses 2.2.4.2 and 2.2.6.2</b> updated to make an internal reference to a similar Clause.</p> <p><b>TWP Clause 3.3.1.1</b> updated to align with the new concept of Public Group.</p> <p><b>TWP Clause 3.3.7</b> updated to align with the move of the deviations to the TWP into the ISG Terms of Reference.</p> <p><b>TWP Clause 3.6.1</b> title added.</p> <p><b>TWP Annex A, Point A.3</b> updated to align with the definition of Harmonised Standard in Chapter 1, Art. 2(1)c of the amended Regulation (EU) No 1025/2012.</p> <p><b>TWP Annex D, Point D.3 e) and i)</b> updated to align with the removal of the ISG Member Agreement.</p> <p><b>TWP Annex E, Point E.1.3</b> updated to remove a redundant definition of Harmonised Standard. [<a href="#">BOARD(23)144a_009</a>]</p> <p><b>TWP Annex R</b> updated to replace “observer” by “delegate”. [<a href="#">BOARD(23)144a_012</a>]</p> <p><b>TWP Annex U</b> updated to replace the 6 existing flowcharts by revised flowcharts. [<a href="#">BOARD(23)144a_009</a>]</p>
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