



Co-operation Agreement between

The European Telecommunications Standards
Institute (ETSI)

and

The International Electrotechnical Commission
(IEC)

Co-operation Agreement between ETSI and IEC

The signatories

The **European Telecommunications Standards Institute** ("ETSI") is an industry-led standards development organization with a membership of over 700 manufacturers, network operators, service providers, research bodies, regulatory bodies and academia from over 60 countries. ETSI undertakes pre-standardization and standardization activities in areas common to telecommunications, information technology, sound and television broadcasting. ETSI aims to produce globally applicable standards and is the recognized European Standardization Organization for telecommunications, broadcasting and other electronic communications networks and services.

The **International Electrotechnical Commission** ("IEC") is a worldwide, independent, not-for-profit membership organization that develops globally relevant International Standards for electrical, electronic and information technologies. The IEC also administers Conformity Assessment Systems that certify that components, equipment and systems used in homes, offices, healthcare facilities, administration, public spaces, transportation, manufacturing, explosive environments and during energy generation perform as intended. IEC work covers a vast range of technologies, including power generation, transmission and distribution, electricity access, batteries, home appliances, medical equipment, semiconductors, fibre optics, nanotechnology, multimedia, and many more.

Preamble

The Parties, recognizing:

- the importance of the Frankfurt agreement between the IEC and CENELEC with its implications in term of consistency and alignment between both organizations, and the importance of the Cooperation agreement between ETSI and CENELEC, whereas ETSI and CENELEC are 2 of the 3 officially recognized ESOs;
- the accelerating convergence of information and operational technologies (IT/OT convergence), demanding for increased involvement of multiple stakeholders and closer collaboration between standards development organizations;
- the complementary role of IEC as the recognized International Standardization Organization for electrical, electronic and information technologies and ETSI as the recognized European Standardization Organization for telecommunications, and the need for mutual cooperation between IEC and ETSI according to their respective missions in technical standardization activities related to information and communication technology (ICT);
- the involvement of both Parties in common areas as well as in distinct areas of technical standardization activities;
- the need to engage and involve all concerned stakeholders in the development of international ICT standards, including regional and national standards development organizations, designated operators, governmental authorities, relevant industry players and consumers;
- that IEC has adopted the "Common Patent Policy for ITU-T/ITU-R/ISO/IEC" and that the ETSI IPR Policy is published as Annex 6 to the ETSI Rules of Procedure ("the IPR policy(ies)");
- that both Parties have distinct business models and different modes of distribution of technical deliverables;
- the Parties' interest in adopting a complementary approach to the standardization process in the domains of mutual interest, in order to avoid unnecessary duplication of technical work and standards;

have agreed to strengthen information exchange and cooperation on technical standardization activities through this Cooperation Agreement, its Supplements and its Annexes as follows:

Objectives and activities

- 1 ETSI and IEC may exchange from time to time as they may agree, free of charge, information on programmes of work in areas of mutual interest.
- 2 ETSI and IEC have identified the agreed work areas specified in the Annex 1 "*Mapping of Areas of Mutual Interest between ETSI and IEC*" attached to this Cooperation Agreement (as such Annex may from time to time be amended by the duly authorized representatives of the parties to the present Cooperation Agreement). Within these, copies of working documents and drafts from either party shall be made available royalty-free to the other on request. The dissemination by one party of the documents received from the other party will be strictly limited to the members of IEC and members of ETSI, and solely for the purpose of technical and/or promotional activities relating to the party's work programme. For all purposes, all copyright, trade secret, patent and other intellectual and industrial rights embodied in these documents, and any copies thereof, remain with the party originating them and extend to all media in which the information may be embodied.
- 3 ETSI and IEC may exchange, as appropriate, information on promotional activities (e.g. conferences, workshops) in areas of mutual interest via the identified contacts in Annex 2.
- 4 Within the context of this Cooperation Agreement and by mutual consent, a nominated Observer from the IEC Committees to the relevant ETSI Technical Bodies/Industry Specification Groups, and vice-versa, may be permitted when the agenda contains items of mutual interest. In principle, no more than one Observer may be allowed in an ETSI Technical Body/Industry Specification Group or an IEC Committee unless the relevant Chair agrees.

Observers shall, to the extent permitted by the relevant party's organizational documents, be entitled to participate fully in discussions on relevant work items, and may, to the extent permitted by the relevant party's organizational documents, submit written contributions for information only, but shall have no voting rights.

In order to avoid duplication of technical or planning activities, Observers should inform in writing the Chair of the ETSI Technical Body/Industry Specification Group or the IEC Committee in which they are participating about such cases.

The Partner's Observer status conferred by this Cooperation Agreement is not a substitute for, and is clearly distinguished from, the status of Full Membership, Associate Membership or Observer Membership of ETSI, and the status of P-Member or O-Member of IEC.

In addition, IEC representatives may be invited to participate in other meetings such as ETSI's General Assembly but shall have no voting rights in those meetings.

Materials Supplement

- 5 ETSI and IEC may agree in particular cases, and by a separate written agreement ("Materials Supplement") signed by both parties, to incorporate text and graphics (hereinafter "Material") from the other party into a document. The party adopting the Material for incorporation into a document shall be referred to herein as the Adopting Party. The party originating the Material incorporated by the Adopting Party shall be referred to herein as the Originating Party.

The Materials Supplement shall specify the Originating party's Material to be incorporated by the Adopting Party ("Specific Material"), and shall further specify the Adopting Party document(s) into which Specific Material may be incorporated. The Originating Party shall, by consenting to incorporation of Specific Material into one or more Adopting Party documents as specified in the Materials Supplement, grant the Adopting Party a non-exclusive, perpetual, worldwide, irrevocable, royalty-free copyright license to reproduce and distribute, without modification, Specific Material only as incorporated into the Adopting Party document(s) specified in the Materials Supplement.

The Adopting Party shall acknowledge the Originating Party as the source of the Specific Material. The Adopting Party shall include with the Specific Material all notices, legends, and other associated text requested by the Originating Party, including, without limitation, notices and legends related to copyrights, trademarks, trade secrets, and patents.

The Adopting Party shall only incorporate Material previously published by the Originating Party.

Prior to signing the Materials Supplement, each Party shall provide to the other a written copy of the Party's policies and procedures with respect to intellectual property rights of the Party and the Party's members ("IPR Policy"). As used herein, intellectual property includes, without limitation, copyrights, trademarks, trade secrets, and patents. The IPR Policy shall include, without limitation, policies and procedures related to intellectual property and its use in the development, approval, and use of the Parties' deliverables and implementations thereof, and associated disclosure obligations and licensing policies. Each Party shall promptly notify the other of any changes to the Party's IPR Policy.

Nothing in any Materials Supplement shall be construed to grant other rights or licenses, either directly, by implication, estoppel, or otherwise:

- a. to modify or otherwise create derivative works of Material, other than by incorporation into the Adopting Party document(s) specified in a Materials Agreement;
- b. to sublicense others to:
 - i. incorporate Material or any portion thereof into any other party's document, or
 - ii. otherwise create derivative works of Material;
- c. to reproduce or distribute Material other than by incorporation into the Adopting Party document(s) specified in a Materials Supplement, or to sublicense others to do so;
- d. under any patents, trademarks, or trade secrets of the Originating party; or
- e. under any intellectual property of Originating party members.

Nothing in any Materials Supplement shall be construed to impose other obligations upon the Originating party or its members, either directly, by implication, estoppel, or otherwise:

- a. to license patents, trademarks, or trade secrets related to Material or Adopting party standards incorporating Material;
- b. to disclose information regarding the existence, status, availability for licensing, or licensing terms of patents and pending patent applications related to Material or Adopting party standards incorporating Material; or
- c. to otherwise adhere to Adopting party's IPR Policy both generally and with respect to Materials.

Working Supplement

- 6 ETSI and IEC may also agree in particular cases where joint copyright and/or joint working procedure are envisaged, and by a separate written agreement ("Working Supplement") signed by both parties, to produce a joint document, the details of which shall be included in the "Working Supplement". Any joint documents shall be subject to the principles of the ETSI and IEC IPR Policy. ETSI Industry Specification Groups are not covered by the scope of this article.

PAS Supplement

- 7 ETSI and IEC hereby agree upon the possibility to define, by a separate written agreement ("PAS Supplement"), the framework and provisions to adopt IEC's specifications ("Publicly Available Specifications") as ETSI Technical Report or ETSI Technical Specification. Prior to signing the PAS Supplement, IEC shall provide to ETSI a copy of its policies and procedures with respect to intellectual property rights.

ETSI and IEC may also make use as appropriate of the IEC or ISO/IEC JTC 1 Publicly Available Specification (PAS) mechanisms as described in the ISO/IEC Directives Part 1 and ISO/IEC Directives JTC 1 Supplement.

Administration of the Cooperation Agreement

- 8 This Cooperation Agreement shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of both parties. Neither party may assign this Cooperation Agreement or any of its rights, obligations or duties hereunder, without the prior written consent of the other party.
- 8.1 This Cooperation Agreement shall last for three (3) years and may be renewed by mutual consent. In the event that new Rules of Procedure are adopted in either party, or when particular procedures are adopted at worldwide level by a party, the other party may suggest an amendment to this Cooperation Agreement that addresses any concerns raised by such change. If such amendment is not acceptable, then the party that proposed the amendment may terminate this Cooperation Agreement on thirty (30) day's written notice to the other. This Cooperation Agreement may also be amended upon mutual written consent of both parties in the light of experience and technical developments.
- 8.2 Notwithstanding the foregoing, this Cooperation Agreement may be terminated by either party upon ninety (90) day's written notice to the other. Upon any termination or expiration of this Cooperation Agreement, all the rights granted pursuant to this Cooperation Agreement shall cease immediately and the parties shall cease from distributing any information received pursuant to this Cooperation Agreement. Notwithstanding anything in this Cooperation Agreement or otherwise to the contrary, the provisions of this Cooperation Agreement related to ownership of rights shall survive any termination or expiration of this Cooperation Agreement.
- 8.3 Any difficulties arising shall be agreed wherever possible at the working level between the relevant Technical Body/Industry Specification Group/Group Chairmen. Matters which cannot be resolved at working level shall be subject to discussion between the two organizations at the level of the Director-General of ETSI and the General Secretary of IEC.
- 8.4 The relationship between ETSI and the IEC shall be that of independent signatories, and nothing in this Cooperation Agreement shall be construed to constitute either party as an employee, agent or member of the other party. Without limiting the foregoing, neither party shall have authority to act for or to bind the other party in any way, to make representations or warranties or to execute agreements on behalf of the other party, or to represent that it is in any way responsible for the acts or omissions of the other party.
- 9 The practical contacts and decisions for the application of this Cooperation Agreement will be taken by the Director-General of ETSI and the General Secretary & CEO of IEC.

Dated:



Luis Jorge Romero Saro
ETSI Director-General

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Dated:



F.W.P. Vreeswijk
General Secretary & CEO

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Annex 1

Mapping of Areas of Mutual Interest between IEC and ETSI

IEC	ETSI
TC 8 (Systems Aspects for Electrical Energy Supply)	TC EE WG EE2 (Power Supply, Bonding and Related Topics)
TC 9 (Electrical Equipment and Systems for Railways)	TC RT (Rail Telecommunications)
TC 21 (Secondary Cells and Batteries)	TC EE (Environmental Engineering) TC EE WG EE2 (Power Supply, Bonding and Related Topics)
TC 23 (Electrical Accessories)	TC EE WG EE2 (Power Supply, Bonding and Related Topics)
TC 32 (Fuses)	TC EE WG EE2 (Power Supply, Bonding and Related Topics)
TC 48 (Electrical Connectors and Mechanical Structures for Electrical and Electronic Equipment)	TC EE (Environmental Engineering)
TC 56 (Dependability)	TC EE (Environmental Engineering)
TC 57 (Power Systems Management and Associated Information Exchange)	TC EE WG EE2 (Power Supply, Bonding and Related Topics)
TC 62 (Electrical Equipment in Medical Practice)	EP eHEALTH
TC 64 (Electrical Installations and Protection Against Electric Shock)	TC EE (Environmental Engineering) TC EE WG EE2 (Power Supply, Bonding and Related Topics)
SC 65C (Industrial Networks)	TC BRAN (Broadband Radio Access Networks) TC ERM (EMC and Radio Spectrum Matters) TC ERM TG 11 (Wideband Data Systems) TC ERM TG UWB (Ultra Wide Band)
TC 69 (Electric Road Vehicles and Electric Industrial Trucks)	TC ERM (EMC and Radio Spectrum Matters)
TC 77 (Electromagnetic Compatibility) SC 77A (Low Frequency Phenomena) SC 77B (High Frequency Phenomena)	TC ERM (EMC and Radio Spectrum Matters)
TC 80 (Maritime Navigation and Radiocommunication Equipment and Systems)	TC ERM TG 26 (Maritime and Radio Amateur Activities) TC SES (Satellite Earth Stations & Systems)
TC 96 (Transformers, Reactors, Power Supply Units, and Combinations Thereof)	TC EE WG EE2 (Power Supply, Bonding and Related Topics)
TC 100 (Audio, Video and Multimedia Systems and Equipment)	TC EE (Environmental Engineering) TC ERM (EMC and Radio Spectrum Matters) TC ERM TG 17 (Standards for PMSE and Broadcast Equipment/Services)
TC 103 (Transmitting Equipment for Radiocommunication)	TC ERM (EMC and Radio Spectrum Matters) TC ERM TG 17 (Standards for PMSE and Broadcast Equipment/Services) JTC BROADCAST (EBC/CENELEC/ETSI)
TC 104 (Environmental Conditions, Classifications and Methods of Test)	TC EE (Environmental Engineering)
TC 105 (Fuel Cell Technologies)	TC EE (Environmental Engineering) TC EE WG EE2 (Power Supply, Bonding and Related Topics) TC EE WG EEPS (Environmental Affairs)
TC 106 (Methods for the Assessment of Electric, Magnetic and Electromagnetic Fields Associated with Human Exposure)	TC SAFETY (Electronic Communications and Systems Safety)
TC 108 (Safety of Electronic Equipment within the Field of Audio/Video, Information Technology and Communication Technology)	TC EE (Environmental Engineering) TC SAFETY (Electronic Communications and Systems Safety)
TC 111 (Environmental Standardization for Electrical and Electronic Products and Systems)	TC EE (Environmental Engineering)
TC 124 (Wearable Electronic Devices and Technologies)	TC SmartBAN (Smart Body Area Network)
SyC AAL (Active Assisted Living)	EP eHEALTH
SyC Smart Cities (Electrotechnical aspects of Smart Cities) JTC 1/WG 11 (Smart Cities)	ISG CDP* (City Digital Profile)
JTC 1/SC 6 (Telecommunications and Information Exchange Between Systems)	TC BRAN (Broadband Radio Access Networks) TC NTECH (Network Technologies)
JTC 1/SC 17 (Cards and Security Devices for Personal Identification)	TC SCP (Smart Card Platform)
JTC 1/SC 24 (Computer Graphics, Image Processing and Environmental Data Representation)	ISG ARF* (Augmented Reality Framework)
JTC 1/SC 27 (IT Security Techniques)	TC CYBER (Cyber Security) ISG ISI* (Information Security Indicators) ISG QKD* (Quantum Key Distribution)
JTC 1/SC 29 (Coding of Audio, Picture, Multimedia and Hypermedia Information)	TC STQ (Speech and Multimedia Transmission Quality) ISG CCM* (Intelligent Compound Content Management)
JTC 1/SC 35 (User Interfaces)	TC HF (Human Factors)
JTC 1/SC 38 (Cloud Computing and Distributed Platforms)	ISG MEC* (Multi-Access Edge Computing)
JTC 1/SC 39 (Sustainability for and by Information Technology)	ISG OEU* (Operational Energy Efficiency for Users)

IEC	ETSI
JTC 1/SC 41 (Internet of Things and Related Technologies)	TC SmartBAN (Smart Body Area Network) TC SmartM2M (Smart Machine-to-Machine Communications) ISG MEC* (Multi-Access Edge Computing)
CISPR (International Special Committee on Radio Interference)	TC ERM (EMC and Radio Spectrum Matters) TC ERM WG EMC (Electromagnetic Compatibility)
ACEA (Advisory Committee on Environmental Aspects)	TC EE (Environmental Engineering)
ACEC (Advisory Committee on Electromagnetic Compatibility)	TC ERM (EMC and Radio Spectrum Matters) TC ERM WG EMC (Electromagnetic Compatibility)
ACEE (Advisory Committee on Energy Efficiency)	ISG OEU* (Operational Energy Efficiency for Users)
ACSEC (Advisory Committee on Information Security and Data Privacy)	TC CYBER (Cyber Security)
SEG 8 (Communication Technologies and Architectures of Electrotechnical Systems)	TC NTECH (Network Technologies) ISG IP6* (IPv6 Best Practices) ISG MEC* (Multi-Access Edge Computing) ISG mWT* (Millimetre Wave Transmission) ISG NFV* (Network Functions Virtualisation) ISG NGP* (Next Generation Protocols) ISG ZSM* (Zero Touch Network and Service Management)
SEG 9 (Smart Home/Office Building Systems)	TC SmartM2M (Smart Machine-to-Machine Communications)

*Observership subject to signature of ISG Participant's Agreement, in accordance with [ETSI directives](#), clause 3.4.

Note: The above table may from time to time be amended by the duly authorized representatives of the parties upon consultation. The latest and current version of this table is available at the following link:

https://portal.etsi.org/webapp/AgreementView/Mapping_tables/Mapping_IEC.htm