

Bye-Laws & Rules of Procedure



Global ICT Standardisation Forum for India (GISFI)

**Version approved by General Body #1
on 21 June 2010**

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Preamble

The legal entity "GISFI" is a Registered Organisation based on Indian government rules and regulations. GISFI has a standardisation arm and a Research & Development (R&D) arm lead by the Governing Body of Trustees. The R&D activity is known as International Institute for Innovation in ICT (I4CT) while the standardisation activity is known as GISFI Standardisation. I4CT and GISFI standardisation activity work independently, see figure below. Directives given herein are only for GISFI standardisation activity and not for I4CT. The term GISFI or Global ICT Standardisation Forum for India used in these Instructions stand for GISFI standardisation.

(Note: The Bye-Laws and the Rules of Procedure with all its Annexures contained herein is a living document and subject to changes by way of Amendments as and when necessary and the Governing Body shall have the authority to make or ratify the Articles of Rules of Procedure and within the limits set by these Bye-Laws and the General Body shall adopt Rules of Procedure which establish details of the administration and operation of the Forum which are not provided in these Bye-Laws. Resolutions taken by the General Body in accordance with these Bye-Laws or the Rules of Procedure shall be binding for all members.)

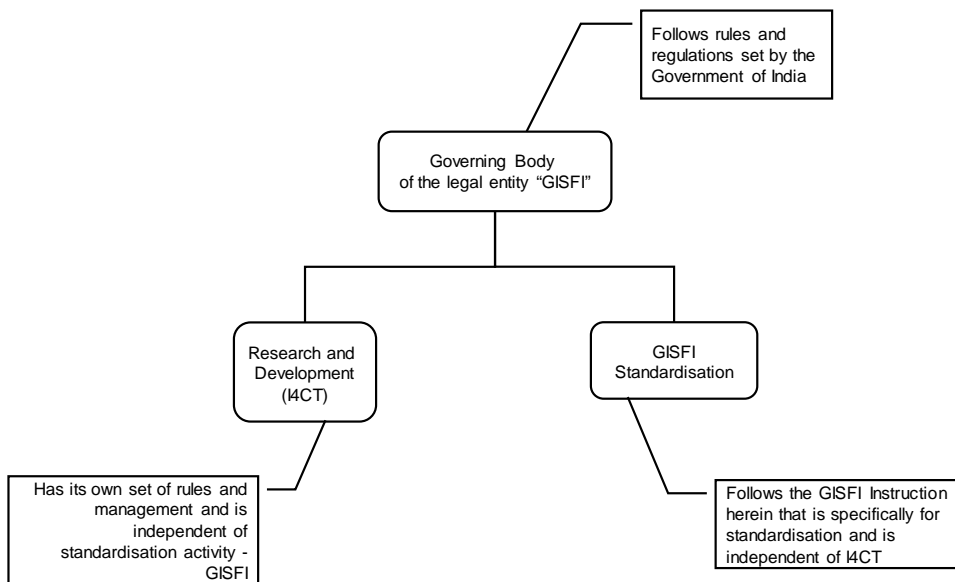


Figure 1: GISFI overall structure.

These GISFI Instructions will contain the following individual documents:

- Bye-Laws;
- Rules of Procedure (RoP);
- Governing Body Working Procedures ;(RoP Annexure 6)
- Powers and Functions of the Governing Body ;(RoP Annexure 7)
- Financial Regulations; ;(RoP Annexure 8)
- GISFI Guide on Intellectual Property Rights (IPR Guide);
- GISFI Guidelines for antitrust compliance (Antitrust Guidelines);
- Terms of Reference of the Operational Co-ordination Group (OCG);
- Technical Working Procedures (TWP);
- Drafting Rules (GDR).

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

Document	Amendment decision required
Bye-Laws	GB Specially Convened Meeting (SCM)
Rules of Procedure	GB Specially Convened Meeting (SCM)

However, it should be noted that the **Antitrust Guidelines, Technical Working Procedures (TWP) and Operational Co-Ordination Group (OCG) Structure** may be agreed during a subsequent meeting of the General Body on some other occasion as necessary changes are being incorporated in the draft version and the Final Draft is not yet ready.

A downloadable version of these Instructions will be made available at: <http://www.GISFI.org/> and the GISFI' s guideline documents supporting the GISFI Instructions will also be placed on the GISFI web site as and when approved by General assembly.

GISFI Drafting Rules (GDR): The GISFI Secretariat has to provide guidance on the drafting of GISFI deliverables via its GISFI Portal [://www.GISFI.org/](http://www.GISFI.org/). The service consists of on-line editing help which has not been developed so far. For the present help on these matters can be made available via: <http://gisfi.org/contact.php>.

Bye-Laws

(Global ICT Standardisation Forum for India)

Article 1: The Forum

In accordance with the Indian law an association is founded and Registered by the signatories to these Bye-Laws.

The Association shall have the title "GLOBAL ICT STANDARDISATION FORUM FOR INDIA" and may be known by the acronym "GISFI" and hereinafter referred to as the Forum.

The Global ICT Standardisation Forum for India shall be Not-for-profit organisation.

Article 2: Purpose

- To evolve as a standardization forum in India in the field of telecommunications, services / products etc.
- To create a unified standardization effort within India and develop standards for the Indian market.
- To undertake activities like organization of seminars, symposia for mutual exchange of advancements in the field of education.
- To publish journals, newsletters in order to impart education to the Society.

The objective of the Forum is to harmonize the standardisation efforts within the Indian market and to produce new standards and to perform maintenance of the technical standards and other deliverables which are required by its members in the domain of ICT. As the Indian Standards organization, an important task shall be to produce and perform the maintenance of the technical standards which are necessary to achieve a large unified Indian market for ICT and related areas.

At the international level, the Forum shall aim to contribute to world-wide standardisation in the fields described above and thus the Forum shall work in close cooperation with all standardisation bodies.

The objective of the Forum may be achieved by Co-operative manner by engaging the scholars / educationists / professionals in the field of Telecommunications. The Forum 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 Forum shall be technical pre-standardisation and standardisation at Indian Level in the fields of Information and Communication Technology (ICT).

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

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

Article 4: Headquarters

The Registered Office of the Forum shall be in Lonavala, Pune, Maharashtra, India.

Article 5: Duration

The duration of the Forum is unlimited.

Article 6: Membership

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

- Administrations, Administrative Bodies and Other Standardisation Bodies
- Network Operators
- Manufacturers
- Users
- Service Providers, Research Bodies, Consultancy Companies/Partnerships, and others

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

- Corporate Premium
- Corporate
- Institutional
- Individual
- Students

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 shall demonstrate their interest in the activities of the Forum and accept to comply with these Bye-Laws and the Rules of Procedure (cf. Article 11.2 below).

6.4 All members shall have the right to participate in the meetings of the General Body (GA).

Article 7: Admission to Membership

The conditions for admission to the Forum, and the payment of contribution, shall be governed by the General Body and hence may continue to evolve over time as the Body may agree to change.

Membership of the Forum and type of membership shall be agreed by the General Body.

The five classes of membership are explained below:

- Corporate Premium and Corporate: Manufacturers, Network operators, Consultancy Companies/Partnership and Service Providers
- Institutional: Academia i.e. Universities and Research Bodies, Other Governmental Bodies like policy makers, regulatory bodies, non-profit making group/organization with peripheral interests in a given work area and National Standards Organizations
- Individuals: Users fall in here but eligibility is based on profession
- Student: Users who are students undergoing pure academic pursuit

Article 8: Termination of Membership

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

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

Article 9: Resources

The funds of the Forum may be obtained from:

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

Article 10: Structure

The structure of the Organisation as follows:

1. General Body (supreme authority)
2. Governing Body (Day-to-day management)
3. Technical Wing (Volunteer / Special Hire)
4. Committees (Permanent / Temporary)
5. Groups (Industries / Institutional)
6. DG & Secretariat (Administration & Accounts)

Article 11: General Body

11.1 The General Body shall be the highest authority of the Forum. It shall be constituted by all of its members. Each kind of members will have different strength of voting:

- Governing Body - 1000X
- Corporate Premium – 700X
- Corporate – 500X
- Institutional – 200X
- Individual – 2X
- Students – 0.5X

(Note: The multiplication factor X will be reviewed by the General Body periodically)

11.2 Governing Body and Corporate Premium members shall always be part of the quorum besides that Corporate and Institutional members shall be considered when determining the quorum.

11.3 The General Body shall have the authority to make or ratify acts concerning the Forum. Within the limits set by these Bye-Laws, the General Body shall adopt Rules of Procedure which establish details of the administration and operation of the Forum not provided in these Bye-

Laws. Resolutions taken by the General Body in accordance with these Bye-Laws or the Rules of Procedure shall be binding for all members.

- 11.4 Representatives of the Government of India and its selected representative for a given domain shall have a special status as Counsellors with no right to vote.
- 11.5 The General Body Chairman, who is elected by the Governing Body and assisted by one or more Vice Chairmen, elected by the General Body, shall preside over the General Body and put forward the matters of relevance to the Forum.

Article 12: Meetings of the General Body

- 12.1 Ordinary General Body meetings shall be held twice a year.

At least thirty days before the due date, the members of the Forum 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 Forum and shall annually present the accounts and budget for the approval of the General Body.

- 12.2 The Chairman may, or on the written request of at least 20 General Body Members shall, convene an extraordinary General Body meeting. A minimum of 15 days notice shall be given for an extraordinary meeting. A draft agenda and supporting documents shall be included with the calling notice.
- 12.3 For specially convened meetings of the General Body held for the purpose of changing these Bye-Laws and the Rules of Procedure, see Article 18.
- 12.4 The voting procedures and required quorum for the meetings of the General Body shall be stipulated in the Rules of Procedure.
- 12.5 Only matters included on the agenda shall be considered at meetings of the General Body.
- 12.6 Representatives of non-member organizations concerned with telecommunications and/or related areas may be invited to attend meetings of the General Body as Observers only.

Article 13: The Governing Body

- 13.1 The Governing Body shall be a body that acts on behalf of the General Body between General Body meetings by exercising those powers and functions that are delegated to it by the General Body.
- 13.2 The Governing Body shall consist of Chairman of the Governing Body of Governing Body and 2 trustee members, nominated by the Chairman and members appointed by the General Body.
- 13.3 Nomination of candidates for membership of the Governing Body may be made by Corporate Premium and Corporate members. Only representatives of Corporate Premium Members can be member of the Governing Body.
- 13.4 All members of the Forum shall have access to all documents related to Governing Body meetings and shall have the right to submit views to the Governing Body. They shall have the right to appeal to the General Body against any decision taken by the Governing Body.

13.5 The Rules of Procedure shall make provisions for the Governing Body'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 Forum.

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 Forum shall have the right to appeal to the Governing Body and the General Body 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 Chairman. The Director-General shall be an ex-officio non-voting member of the General Body and the Governing Body.

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

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

Article 16: Secretariat

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

Article 17: Auditor

The General Body shall appoint an auditor for the Forum. It shall determine the annual remuneration of the auditor.

Article 18: Amendments to these Bye-Laws and the Rules of Procedure

These Bye-Laws and the Rules of Procedure may only be amended by decision taken by the General Body in a specially convened meeting called with a notice of not less than six weeks. The notice shall be accompanied by an agenda and all the documents containing the proposed amendments. The decisions shall be taken by qualified majority according to provisions which shall be stipulated in the Rules of Procedure.

Article 19: Dissolution, Winding Up

In the event of a voluntary dissolution of the Forum, the General Body which had decided the dissolution shall at the same time fix the terms of liquidation, shall appoint one or more liquidators to dispose of the assets of the Forum, shall determine their powers and assign any remaining assets after payment of the liabilities. Any balance of liabilities shall be borne by the members. The final decision and action will lie on the "Governing Body".

Rules of Procedure

(Global ICT Standardisation Forum for India)

Preamble

These Rules of Procedure including their Annexes have been adopted pursuant to the Bye-Laws of the Global ICT Standardisation Forum for India, hereinafter referred to as GISFI and if any conflict between Bye-Laws and the Rule of Procedure, the Bye-Laws will hold good..

Article 1: Corporate Premium, Corporate, Institutional, Individual and Student membership and Counsellor Status

1.1 Categories of member

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

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

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

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

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 Corporate Premium, Corporate, Institutional, Individual and Student membership, unless the context indicates otherwise.

1.2.2 Corporate Premium and Corporate Members

Corporate Premium and Corporate Membership of GISFI 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 India and which commits itself to comply with the Bye-Laws and Rules of Procedure of GISFI and other decisions taken by the General Body, 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 corporate premium and corporate member has the right to participate in the work of GISFI by attending meetings of the General Body, Special Committees and the bodies established within the Technical Organization, with the right to vote. Exceptionally, the right to participate in a Partnership Project may be made subject to the payment of a minimum contribution to the GISFI budget that has been agreed by the General Body.

1.2.3 Institutional members

Institutional membership may be obtained by a legal person, be it a non-profit making society, institution, or any other non-profit legal entity engaged in the field of activity of the forum, which is established in India and which commits itself to contribute to the relevant work, to make use, to the extent practicable, of the relevant standards produced, and to support those relevant standards for use as the basis for world standards and recommendations.

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

1.2.4 Individual Members

Individual membership may be obtained by any legal person who is engaged in the field of activity of the Forum, has individual interest in joining GISFI and commits to contribute to the relevant work, to make use, to the extent practicable, of the relevant standards produced, and to support those relevant standards for use as the basis for world standards and recommendations.

Individuals have the right to attend the meetings of the General Body.

A individual member has the right to participate in the work of GISFI by attending meetings of the bodies established within the Technical Organization, with the right to vote.

1.2.5 Student Members

Student membership may be obtained by any legal person who is engaged in academic pursuit in the field of activity of the Forum, is a member of a registered educational/research institute and has academic interest in joining GISFI.

Student members have the right to attend the meetings of the General Body.

A student member has the right to participate in the work of GISFI by attending meetings of the bodies established within the Technical Organization, with the right to vote.

1.2.6 All members have to commit to a membership of 5 years, with further extension.

1.3 Admission to membership: Corporate Premium Membership, Corporate Membership, Institutional Membership, Individual and Student Membership

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

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

Applications shall contain sufficient detail of the applicant's status and business.

The Governing Body shall decide on the application and determine the category of membership and the class of contribution payable in accordance with Annex 2 of these Rules of Procedure.

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

1.4 Resignation and expulsion of members: All kind of Members

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- 1.4.1 A member may resign from membership by giving 30 day notice to the Director-General. Resignation from membership does not entitle refund of membership cost of the five years.
- 1.4.2 A member may be expelled after notification by registered letter with advice of delivery if it has committed a substantial breach of its obligations as a member.
- 1.4.3 A member shall be expelled from membership if it has not paid all of its contributions within ninety days of the despatch of a final demand to pay, made by the Director-General.
- From the beginning of the ninety-day period referred to above and until payment is made in full, a member's right to vote in the General Body and to participate in the work of any Special Committee and bodies within the Technical Organization shall be suspended.
- 1.4.4 Expulsion of a member shall be decided by the General Body. The member concerned shall be entitled to furnish an explanation before the General Body. A vote upon the expulsion of a member shall be taken by secret ballot. The expulsion shall take effect from the date fixed by the General Body. The member concerned shall be notified of the decision by registered letter with advice of delivery.
- 1.4.5 For corporate premium, corporate and institutional membership, expulsion of a member may not necessarily lead to subsequent cancelation of membership.

Article 2: Structure

GISFI shall consist of:

- a General Body
- a Governing Body
- a Technical Wing
- Specific Groups (Industry / Institutional)
- Special Committees (Permanent / Temporary)
- a Secretariat headed by the Director-General.

Article 3: General Body

- 3.1 The General Body, being the highest authority of the Forum, shall determine the general policy and make decisions on the management and on the strategy of GISFI.
- 3.2 The General Body shall comprise of chairman, trustee members, representatives of Corporate Premium, Corporate, Institutional, individual and student Members these are known as the General Body Members.
- 3.3 Distinguished persons and representatives from organizations which are not members may, by invitation of the Chairman, attend meetings of the General Body.
- 3.4 The General Body's powers and functions shall include:
- 3.4.1 election of Vice-Chairmen;
- 3.4.2 adoption of amendments to the Bye-Laws;

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- 3.4.3 adoption of the Rules of Procedure of GISFI and any subsequent modifications to them and taking decisions regarding disputes arising from their application;
- 3.4.4 adoption of the Financial Regulations and any subsequent modifications to them;
- 3.4.5 adoption of the Staff Regulations and any subsequent modifications to them;
- 3.4.6 taking decisions on questions concerning membership and Counsellors' status;
- 3.4.7 appointment and dismissal of the Director- General and extension of his term of office;
- 3.4.8 setting the membership contributions and adoption of the accounts and the annual budget;
- 3.4.9 approval of the annual report;
- 3.4.10 appointment of an auditor and determination of his remuneration;
- 3.4.11 taking decisions relating to the voluntary dissolution of GISFI;
- 3.4.12 setting down broad standardisation policies and keeping under review the responsiveness, efficiency, timeliness and quality of the prevailing standardisation arrangements;
- 3.4.13 approving the framework of agreements with bodies external to GISFI;
- 3.4.14 deciding upon proposals for GISFI Partnership Projects within the Technical Organization;
- 3.4.15 ratifying the agreements concerning GISFI Partnership Projects;
- 3.4.16 deciding upon the commissioning of work by GISFI Partnership Projects from the Technical Committees;
- 3.4.17 taking decisions on the approval of draft standards and other deliverables submitted to it through the Director- General;
- 3.4.18 dealing with problems relating to the starting date and duration of a Standstill, or any other matter concerned with Standstill arising from Article 13.3;
- 3.4.19 taking decisions relating to the intermediate stages in the preparation of draft standards and other deliverables referred to it by bodies within the Technical Organization concerning matters which they have been unable to resolve;
- 3.4.20 deciding upon disputes arising from the application of the Rules of Procedure;
- 3.4.21 resolving disputes between the bodies within the Technical Organization;
- 3.4.22 acting as a body of appeal from members on procedural matters arising at lower levels;
- 3.4.23 taking decisions on and regularly reviewing the GISFI Work Programme, the priorities within it, and whether or not to include work proposed by sources other than GISFI members;
- 3.4.24 taking decisions regarding the financial and other resource implications resulting from the approval of, or changes to, the GISFI Work Programme;
- 3.4.25 advising the Technical Organization on the financial framework within which the GISFI Work Programme should be conducted;
- 3.4.26 deciding upon changes to the structure of the Technical Organization;

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- 3.4.27 taking decisions on the creation or cessation of Technical Committees and GISFI Projects, approving their terms of reference and reviewing their progress and work programmes;
- 3.4.28 on proposal of the body concerned, appointing the Chairmen of the Technical Committees and GISFI Projects;
- 3.4.29 approving the creation and GISFI funding of Specialist Task Forces for defined tasks and limited time periods, in accordance with the provisions of Article 6;
- 3.4.30 setting up Special Committees as required in accordance with Article 7;
- 3.4.31 approving the Technical Working Procedures;
- 3.4.32 electing the GISFI Governing Body with exception of the chairman, 2 trustee members and director general, delegating powers and functions to it, approving its rules of operation and supervising its work;
- 3.4.33 taking decisions on the creation or cessation of Industry Specification Groups, approving their terms of reference and reviewing their progress and work programmes.
- 3.5 Meetings of the General Body
- 3.5.1 Ordinary General Body meetings shall be held twice a year.
- 3.5.2 At least thirty days before the due date of an ordinary General Body meeting, the members and Counsellors shall be given notice by the Director-General on behalf of the Chairman. A draft agenda and supporting documents shall be included with the calling notice.
- 3.5.3 The Chairman may, or on the written request of at least 20 General Body Members shall, convene an extraordinary General Body meeting. A minimum of fifteen days' notice shall be given for an extraordinary meeting. A draft agenda and supporting documents shall be included with the calling notice; only the items on this agenda shall be considered.
- 3.5.4 For specially convened meetings of the General Body, reference is made in Article 19 of these Rules of Procedure.

Article 4: Chairman and Vice Chairmanship of the General Body

- 4.1 The Governing Body Chairman will be the Chairman of the General Body.
- 4.2 The General Body shall elect Vice-Chairmen. Only representatives of Corporate Premium Members may hold the posts of Vice-Chairman of the General Body.
- 4.3 The Vice-Chairman shall be elected for two years. Vice-Chairmen may be elected for one further consecutive term only.
- 4.4 The following criteria for choosing Vice-Chairmen should be operated flexibly, taking account of the number of available candidates:
- experience and qualifications of the person concerned;
 - Vice Chairmen should not usually be elected from the same category of members, or from the same group of companies.
- 4.5 Nomination for the posts of Vice-Chairman of the General Body shall be submitted in writing to the Director-General thirty days before the date of the General Body at which an election is to take place.

Each nomination must be proposed by at least two Corporate Premium from two different categories and must indicate the nominee's consent to be nominated.

Article 5: Governing Body

- 5.1 The Governing Body shall be a body that acts on behalf of the General Body between General Body meetings by exercising those powers and functions that are delegated to it by the General Body. The Governing Body's powers and functions shall be subject to periodic review by the General Body.
- 5.2 The task of the Governing Body is to take action on issues delegated to it by the General Body, and to be acted upon on behalf of the General Body.

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

The Governing Body'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 Body.

- 5.3 The appointment process and the membership of the Governing Body are described in Annex 7 of these Rules of Procedure.

Article 6: Technical Wing

- 6.1 The Forum shall have a Technical Organization, which provides a structure in which technical experts can work together efficiently and effectively. The work of the Technical Organization shall be structured to provide for market-driven technologically-oriented activities in Technical Committees and GISFI Projects and in GISFI Partnership Projects. Specialist Task Forces may be established to fulfil specific tasks, of a limited duration, in support of the standardisation 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 GISFI Members, as well as to all other organizations with which GISFI maintains working relations.
- 6.3 The Technical Organization shall be supported by the GISFI Secretariat.
- 6.4 The General Body shall ensure that the Technical Organization is kept in line with the requirements of GISFI members to ensure effective, market-oriented standardisation and that the Technical Organization is able to respond to standards-based regulatory needs.

Article 7: Special Committees

- 7.1 Special Committees may be established by the General Body for defined tasks.
- 7.2 The General Body 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 GISFI. He shall hold chief executive authority in all matters, apart from those which are expressly reserved for the General Body, the Governing Body or the Technical Organization in the Bye-Laws or in these Rules of Procedure, to manage and administer the affairs of GISFI within the framework of guidelines laid down and decisions made by the General Body as appropriate.

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- 8.2 The Director- General shall be responsible for:
- 8.2.1 giving an account of the management and finances of GISFI to the General Body;
 - 8.2.2 presenting annually the accounts and budget for approval by the General Body;
 - 8.2.3 preparing the annual report;
 - 8.2.4 communicating regularly to the Chairman of the General Body and the Governing Body important information within their areas of responsibility;
 - 8.2.5 submitting a Quarterly progress report to the Governing Body;
 - 8.2.6 reporting to the Governing Body on the GISFI Work Programme;
 - 8.2.7 submitting proposals to the General Body for the annual budget, and to the Technical Organization for the Funded and Voluntary Work Programmes;
 - 8.2.8 the practical organization of the meetings and work of the General Body, the Governing Body, 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 GISFI as appropriate;
 - 8.2.10 carrying out any other task imposed on the Secretariat by the General Body and, in the context of Article 5.1 above, the Governing Body.
- 8.3 The Director- General shall also be responsible for:
- 8.3.1 the management and the day-to-day administration of the Secretariat, including recruitment of staff and their assignment to tasks;
 - 8.3.2 the support of activities of the Technical Organization;
 - 8.3.3 the administrative management of the activities of Specialist Task Forces, including the recruitment of experts, and liaison with bodies within the Technical Organization concerning the technical management of Specialist Task Forces;
 - 8.3.4 the management of deliverables in accordance with Articles 13 and 14, including Public Enquiry, membership or national voting, editing, maintenance, etc. and ensuring that the procedures contained in Articles 13.4 and 13.5 are implemented;
 - 8.3.5 the operation of Internal Information Exchange Services to support the activities of GISFI;
 - 8.3.6 maintaining an up-to-date list of members and Counsellors based on the relevant information provided by them;
 - 8.3.7 representation of GISFI within the relevant committees in India concerning advisory or regulatory standardisation issues;
 - 8.3.8 handling matters which concern mandates issued by the Indian Regulators.
 - 8.3.9 taking decisions on the creation or cessation of Industry Specification Groups, approving their terms of reference and reviewing their progress and work programmes.
- 8.4 The Director- General may temporarily delegate all or part of his responsibilities to a substitute nominated by him.

8.5 Appointment of the Director- General:

8.5.1 The term of office of Director- General should not exceed a period of five years which may be extended by up to three more years.

8.5.2 At the expiration of the term of office the Director- General may apply for 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.

8.5.4 The Chairman shall decide upon the appointment of the Director- General from a shortlist of candidates presented by Secretary of the Governing Body of Governing Body.

Article 9: Secretariat

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

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

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

Article 10: Finance

10.1 The financial year of GISFI shall commence on 1st April and end on 31st March.

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 Body shall comprise an income and expenditure account including at least the following:

- Budget Estimate from the following sources:
 - Contributions and fees from all kind of Members (in accordance with Annex 2 to these Rules of Procedure)
 - Income for contracted work on behalf of Members and Partners
 - Income from sales of publications
 - Financial income (interest)
 - Any other incomes
- Budget Estimate for the functioning of the Forum, including the Funded Work Programme.

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

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

All Member contributions are due in full, on the first day of April.

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

Members' contributions paid after the 30th June are liable to a 5 % penalty.

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

10.4 Outstanding Membership contributions will be annexed to the Director-General's progress report of the Third Quarter to the Governing Body

Article 11: Voting by the General Body

11.1 Principles

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

11.1.2 Each member has different weight of voting based on this type of membership.

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

11.1.4 Care shall be taken to protect minority rights.

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

11.2.1 Weighted Membership Voting

Weighted membership voting will be needed for:

- Dissolution of GISFI - Article 3.4.11
- Disputes arising from the application of the Rules of Procedure - Article 3.4.3
- Elaboration, approval and implementation of Indian Standards - Article 13
- Amendments to the Bye-Laws and the Rules of Procedure including their annexes – Article 19
- Allocating weightings for weighted national voting purposes of new National Delegations to be listed in Annex 3.

11.2.2 Weighted Individual Voting by Corporate Premium and Corporate Members

Weighted individual voting by Corporate Premium and Corporate Members, with the weightings as given in Annex 3, shall apply in the following cases:

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- Taking decisions relating to the admonition, termination and rights of Corporate Premium and Corporate Members.
- Taking decisions on matters concerning documents intended for regulatory use by India.
- Setting down standardisation policies intended to meet the needs of India.
- Taking decisions on priorities in the work programme on matters that apply exclusively inside India.

11.2.3 Weighted Individual Voting

In all cases other than those listed in 11.2.1 and 11.2.2, weighted individual voting by with the weightings as given in Annex 3, shall apply.

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

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

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

- 11.4** For appointment of the Vice Chairmen of the General Body, the following procedure shall be applied:

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

- 11.5** Secret ballot shall be used in the following cases:

- expulsion of a member (except in cases of non-payment of contributions).
- election of the Vice-Chairmen of the General Body, Chairmen of the Technical Committees and GISFI Projects.
- election of the Governing Body members except Chairman and 2 Governing Body.
- In other cases, secret ballot shall be used if decided by the Chairman or requested by at least 20 eligible voters.

Article 12: Quorum and Proxy Voting

- 12.1** In any meeting of the General Body, the quorum, present or represented by proxy, required for voting under the procedure described in Articles 11.2.1, 11.2.2 and 11.2.3 shall consist of at least 50 % of the total number of weighted votes of Governing Body, Corporate Premium and Corporate Members specified in Annex 3.

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

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

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

Article 13: Elaboration, Approval and Implementation of Indian Standards

13.1 Elaboration

GISFI shall adopt and publish Indian Standards in the ICT series in accordance with the provisions of this Article. Other GISFI deliverables shall be prepared according to Article 14 or the Technical Working Procedures as appropriate.

13.2 Standstill Period

13.2.1 Principles

For the purpose of these Rules of Procedure, Standstill is the obligation accepted by the members of GISFI not to undertake any standardisation activity which could prejudice the preparation of an IS (ICT series) and not to publish a new or revised standard which is not completely in line with an existing IS (ICT series).

Standstill applies to an individual work item leading to an IS (ICT series) and accepted by the General Body, with a precise scope and target date. It does not apply to areas or programmes of work as such.

13.2.2 General provisions

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

Standstill continues in force until withdrawal of the IS (ICT series), unless it is released by decision of the General Body.

Any member of GISFI shall be entitled at any time to request a review of a Standstill on a particular work item.

13.3 Public Enquiry

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

The Director- General may, following a proposal from the Chairman of the Technical Committee, GISFI Project or GISFI Partnership Project concerned, decide to use a one-step approval procedure for IS (ICT series) where Public Enquiry and weighted voting are combined in one phase.

13.4 Approval Procedure

- 13.4.1 A draft IS (ICT series) shall be approved by the weighted voting procedure of Article 11.2.1.

- 13.4.2 The vote shall be taken by correspondence except where the Chairman of the General Body decides that the vote is to be taken at a meeting announced thirty days beforehand.

13.5 Withdrawal Procedure

An IS (ICT series) may be withdrawn using the procedure given in Article 13.5.

13.6 National transposition and National withdrawal

- National transposition

ISs (ICT series) published or endorsed by GISFI shall have the status of national standards.

- National withdrawal

When an IS (ICT series) has been approved and adopted according to Article 13.5 on a specific matter, then on an agreed date set by the General Body then all conflicting ISs on that specific matter are withdrawn.

13.7 World-wide Telecommunications Standardisation

The promotion of GISFI 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 standardisation organizations such as ISO/IEC JTC1.

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

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

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

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

GISFI may publish documents known as GISFI Standards (GSs) and GISFI Guides (GGs). Such documents shall be drawn up by Technical Committees, GISFI Projects or GISFI Partnership Projects, or be received from other sources, and shall, following approval at that level, be submitted to the Director- General for the membership approval process.

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

All General Body Members shall have the right to vote for adoption of GISFI Guides (GGs) and GISFI Standards (GSs). If the deliverable is not adopted as a result of the vote, an analysis of the distribution of the votes among General Body Members shall be conducted. The deliverable shall be adopted for use within India if at least 71 % of the weighted votes cast by General Body Members are positive.

GGs and GSs may be withdrawn following a vote by the membership under the procedure contained in Articles 11.2.2 and 11.2.3; GSs may be converted into ISs (ICT series) following a Public Enquiry and formal vote according to the provisions of Article 13.

Article 15: Relationship of GISFI to other Bodies

GISFI shall co-operate with other regional and world-wide organizations in order to obtain proper co-ordination of relevant 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 India and at the international level.

Article 16: Review of Activities

An evaluation of the activities of the Forum, 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 Forum to the General Body.

Article 17: Official Languages

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

17.2 The Governing Body's official language shall be English.

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

17.4 All GISFI deliverables shall be approved and published in English. However, once an IS (ICT series) has been approved and published in English as an official standard, it may be translated into other languages and published equally as an official standard. The translation may only be performed under the responsibility of an NSO. The costs of the translation shall be covered by the parties interested.

Article 18: Litigation

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 GISFI or during its dissolution shall be dealt with under Indian law unless the parties concerned agree otherwise.

Article 19: Amendments to the Bye-Laws and the Rules of Procedure

Proposals for amendments to the Bye-Laws or the Rules of Procedure shall be put to a specially convened meeting of the General Body giving not less than six weeks notice which shall include an agenda and the proposed text.

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

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

1 Member Categories

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

General Body Member: Members of the general Body includes Corporate Premium, Corporate and Institutional members.

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

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

Manufacturer: A Manufacturer is defined as a company having a substantial capacity to develop and/or produce and/or install and/or maintain products to be used in, or directly or indirectly connected to, an electronics communications network.

An association or organization of such manufacturers also falls within this category.

Network Operator: A Network Operator is defined as an operator of an electronics communications network or part thereof.

An association or organization of such network operators also falls within this category.

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

Service Provider: A Service Provider is defined as a company or organization, making use of an electronics communications network or part thereof to provide a service or services on a commercial basis to third parties.

An association or organization of such service providers also falls within this category.

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

User: A User is an organization making use of services in the field of electronics communications and related areas, whose main interest in electronics communications standards is in that capacity.

An association or organization of such users also falls within this category.

2 Qualifying definitions

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

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

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

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

Annex 2: Contributions to the GISFI Budget

- 1 The contributions to the GISFI budget is to be paid by all members as required by Article 10 of these Rules of Procedure. Exceptionally a minimum contribution to the GISFI budget may be required from a Corporate `Premium, Corporate or Institutional member to permit that member to participate in a Partnership Project.
- 2 At present the admission and annual subscription fee is as under:

Category	Admission Fee	Annual Subscription
Corporate Premium	INR 500,000	INR 1,000,000
Corporate	INR 300,000	INR 500,000
Institutional	INR 100,000	INR 200,000
Individual	INR 10,000	INR 5,000
Students	INR 1,000	INR 500

- Membership fee in other currencies will be provided by the GISFI Secretariat.

Guidelines for the implementation of Annex 2

1 (Trade) Associations

Trade Associations are “effectively” SMEs. However in some cases they allow experts from their Members to participate in the GISFI work (server accounts, meetings, access to TBs documentation).

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

This expert shall be officially nominated in writing by the said Association before the meeting begins. All employees, elected officials and/or nominated technical expert of an Association attending GISFI 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 GISFI IPR Policy (Annex 9) and draw the attention of GISFI not only to any of that Association’s IPR which might be essential if that proposal is adopted, but also to any of that Association’s Member’s IPR, which might be essential if that proposal is adopted”.

Guideline 1: When a delegate from a Trade Association attends a GISFI meeting (GA, technical body etc.) they may only act as a representative of that Association.

2 “for-profit” Users

Guideline 2: Members in the Users category which have a “for-profit” basis should contribute according to Annex 2.

Annex 3: Weighted Individual Votes

1. Membership type and voting weight is as given below:

- **Governing Body – 1000X**
- **Corporate Premium – 700X**
- **Corporate – 500X**
- **Institutional – 200X**
- **Individual – 2X**
- **Students – 0.5X**

Note : Weightage 'X' will be decided on year to year basis with approval of Governing Body

Annex 4: List of Abbreviations

CEN	Comité Européen de Normalisation European Committee for Standardisation
CENELEC	Comité Européen de Normalisation Electrotechnique European Committee for Electrotechnical Standardisation
CEPT	Conférence Européenne des Administrations des Postes et des Télécommunications / European Conference of Postal and Telecommunications Administrations
CTR	Common Technical Regulation
EBU/UER	European Broadcasting Union Union Européenne de Radio-Télévision
EC/CE	European Commission / Commission Européenne
ECU	European Currency Unit
EFTA/AELE	European Free Trade Association Association Européenne de Libre Echange
GG	GISFI Guide
GISFI	Global ICT Standardisation Forum For India
IS	Indian Standard
GS	GISFI Standard
ETS	European Telecommunications Standard (previous nomenclature)
INR	Indian Rupees (Indian currency)
GDP	Gross Domestic Product
I-ETS	Interim European Telecommunications Standard (previous nomenclature)
ISO	International Organization for Standardisation
IEC	International Electrotechnical Commission
ISO/IEC JTC1	ISO/IEC Joint Technical Committee 1
ITU	International Telecommunication Union Union Internationale des Télécommunications
NET	Norme Européenne de Télécommunications (TRAC) (previous nomenclature)
NSO	National Standards Organization
TBR	Technical Basis for Regulation (previous nomenclature)

Annex 5: Rules of operation for the Governing Body

1 Governing Body membership and attendance

The Governing Body shall comprise Chairman, 2 Trustee members, elected, and ex-officio non-voting, members. The Director- General shall be an ex-officio non-voting member.

Elected Governing Body members may not send replacements.

One of the elected Governing Body members shall be appointed by the General Assembly as the Vice-Chairman for the mandate period.

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

2 Nomination and election of Governing Body members

The General Assembly shall decide for each mandate period the number, being between 5 and 10 inclusive, of members of the Governing Body to be elected.

The Director- General shall invite members to submit nominations at least two months before an election. The list of candidates shall be announced 30 days prior to the election. Each Governing Body member shall be a representative of a Corporate Premium GISFI member for the mandate period.

Weighted individual voting shall apply.

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

The mandate period for elected Governing Body members shall be three years.

Re-election shall be allowed. If a vacancy occurs during the mandate period, the Chairman of the General Assembly shall ensure that an election be held using the above procedure, to elect a new Governing Body member for the remaining mandate period.

3 Governing Body members' responsibility

The Governing Body members, acting on behalf of the General Assembly, shall use their best professional judgement in the execution of the tasks of the Governing Body.

4 The working rules

Within the framework of the Statutes and Rules of Procedure the Governing Body may develop its own working rules and procedures. Governing Body documents shall be made available to members in English.

Annex 6: Governing Body Working Procedures (GISFI)

1 Governing Body membership, attendance, tasks and duties, and basic Rules of operation

- 1.1 The Governing Body's membership and attendance is governed by Annex 7 to the GISFI 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 Governing Body'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 Governing Body's basic rules of operation shall be those contained in Annex 7 to the Rules of Procedure.

2 Governing Body officers and functions

- 2.1 The Governing Body shall elect at least one Vice-Chairman.
- 2.2 A secret ballot shall be held. The candidate having the highest number of votes shall be elected.
- 2.3 The Governing Body may decide upon special assignments or functions for individual Governing Body members where these are needed.
- 2.4 The GISFI Secretariat shall provide a Secretary.

3 Meeting frequency

- 3.1 The meeting frequency of the Governing Body 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 Governing Body meetings

- 4.1 The draft agenda for Governing Body meetings shall be announced to all GISFI members at least thirty days before the due date.
- 4.2 Specially convened Governing Body meetings may be held on proposal of the Chairman or on request of a majority of Governing Body members.

5 Meeting location

- 5.1 By default, GISFI Governing Body meetings shall be organised within the premises of GISFI in Lonavala, India. This is in order to ensure efficient access to all GISFI secretariat resources and information.
- 5.2 On invitation of GISFI Governing Body members, GISFI Governing Body meetings may be organised outside the GISFI premises once or twice a year, subject to Governing Body agreement.
- 5.3 On invitation of GISFI (Corporate Premium, Corporate and Institutional) Member(s), not represented in the GISFI Governing Body, GISFI Governing Body meetings may be agreed outside the GISFI premises but within India, if:
 - 1) specific agenda items require or justify an external Governing Body meeting, or if,
 - 2) the Governing Body will profit from an external meeting, e.g. if combined with another meeting of relevance or importance to the Governing Body, (this might also be e.g. a

Global Telecommunications Fair, any other GISFI related appropriate event, or technical visits) or if,

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

6 Special attendance at Governing Body meetings

6.1 Trustee members, Corporate Premium Members, Corporate Members and Institutional members invited by the Chairman to attend a particular Governing Body meeting, where they have significant commercial interests (commercial interests applies to Corporate Premium and Corporate Members), shall be allowed to be represented during the discussion of the agenda item with which they are concerned. Representatives shall have the right to speak and to present a written contribution. They may also request the deferment of any decision which affects them.

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

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

The intention of the Chairman of the Governing Body to invite Chairmen of TBs should be clearly stated in the draft agenda.

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

6.4 GISFI members can ask for an invitation to attend Governing Body meetings as Observers. Interested members should make their request to the Chairman three weeks before the Governing Body meeting is scheduled.

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

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

7 Minutes

- 7.1 The minutes of Governing Body meetings shall be non-verbatim and of a summary nature, although all matters discussed by the Governing Body 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 Governing Body decision.

8 Governing Body documentation

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

- 8.2 The "Cut-off date" for Decision documents will normally be at 7 days prior to the meeting. The submission date of the document will be indicated in the top right hand corner. If the submission date is after the "cut-off" date then a cross will be put in the "late submission" box. Revised documents will show their new submission date but will not be marked as "Late submission".

"Late submission" does not prevent the Governing Body from taking a decision based on the document but such a decision may be deferred at the request of any Governing Body 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 Governing Body meeting, depending upon the issue.

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

- 8.4 Paper copies of documents shall no longer be provided on a routine basis.

9 Quorum and voting at Governing Body meetings

- 9.1 The Governing Body shall have a quorum if more than half of the number of Governing Body members are present or are directly and permanently connected via electronic means.

- 9.2 If the meeting lacks quorum, the meeting can proceed, but no decision in the name of the Governing Body can be taken.

- 9.3 The Chairman may decide whether a vote is necessary. He shall, when in doubt, or where there is lack of Consensus, and using his best judgement, decide if the matter should better be deferred to a later Governing Body meeting or to the next General Assembly meeting.

- 9.4 When voting, each elected Governing Body member shall have one vote. A vote within the Governing Body will be confidential if one or more Governing Body members request it.

- 9.5 The default rule for majority should be 50 % of the votes cast, but the Governing Body may itself decide to vary this in individual cases, considering that contentious decisions always can be overruled by the General Assembly.

10 Voting by correspondence

- 10.1 Voting by correspondence may be performed between meetings if necessary. The "voting" period will normally be 21 full calendar days. Voting will be performed using the web-based Decision Support tool. In the case of a lack of Quorum (less than 50% of the Governing Body Members reply) or a negative result then the issue will automatically be deferred to the next meeting.

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- 10.2 For each vote by correspondence, the Governing Body 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 Governing Body Meeting in a sub-folder called "email decisions".
- 10.3 The result of the vote will be announced by email immediately after the closure of the 21 day period, the decision will be numbered as a decision of the next Governing Body meeting, and will be brought to the attention of that meeting in a "matters arising" document.

Annex 7: Delegated Powers and functions of Governing Body (GISFI)

- 1 Communicating quickly relevant information, including all Governing Body decisions, to all members.
- 2 Providing progress reports to the General Assembly.
- 3 In cases where members have intervened in routine applications for membership circulated by correspondence, considering that such applications and advising the General Assembly as to the category of membership and the class of contribution.
- 4 Advising the General Assembly on broad standardisation policies and keeping under review the responsiveness, efficiency, timeliness and quality of the prevailing standardisation arrangements.
- 5 Considering the framework of agreements with bodies external to GISFI and advising the Director- General on requirements for such agreements.
- 6 Considering requirements for GISFI Partnership Projects and making proposals to the General Assembly.
- 7 Deciding upon the commissioning of work by GISFI Partnership Projects from the Technical Committees, provided the content of the work is in full conformance with decisions previously taken by the General Assembly.
- 8 Dealing with problems relating to the starting date and duration of a Standstill, or any other matter concerned with Standstill arising from Article 13.3 of the Rules of Procedure (general principles for the provision of Standstill).
- 9 Taking decisions relating to the intermediate stages in the preparation of draft standards, referred to it by bodies within the Technical Organization concerning matters which they have been unable to resolve.
- 10 Using its best endeavours to resolve disputes arising from the application of the Rules of Procedure, and appeals from members on procedural matters.
- 11 Using its best endeavours to resolve disputes arising at the level of the Technical Organization, and decide on other matters referred to it by bodies within the Technical Organization.
- 12 Where appropriate, using its best endeavours to decide on complaints made by non-members concerning GISFI deliverables.
- 13 Taking decisions on and regularly reviewing the GISFI Work Programme, the priorities within it by considering user relevance as one of the key parameters, commissioning appropriate advice from other parts of the GISFI organization.
- 14 Taking decisions within the financial framework adopted by the General Assembly concerning the Funded and Voluntary Work Programmes, including the creation and GISFI funding of Specialist Task Forces, in both cases noting the total resources required and approving the timetable.
- 15 Advising the General Assembly on the financial and other resource implications resulting from the approval of, or changes to, the GISFI Work Programme.
- 16 Taking due account of the implications for the work of the Forum, providing authorization to move non-committed funds between budget lines within the approved budget, and non-committed funds between Technical Committees, GISFI Projects, and Industry Specification Groups, and, where relevant, GISFI Partnership Projects, within the Technical Organization, Specialist Task Forces, Secretariat and pre-standardisation activities.

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- 17 Depending upon the other delegated functions, deciding on the resource framework within which the Technical Organization operates.
- 18 Overseeing the GISFI Organization and ensuring that it operates effectively, and making proposals for changes.
- 19 Considering the recommendations for new standardisation areas, projects and regulatory requirements which could appear in the GISFI Organization (Technical Bodies, Secretariat, other GISFI groups).
- 20 Taking decisions on the creation or cessation of Technical Committees and GISFI Projects, approving their terms of reference and reviewing their progress and work programmes.
- 21 On proposal of the body concerned, appointing the Chairmen of the Technical Committees and GISFI Projects.
- 22 Proposing to the General Assembly the creation and GISFI funding of Specialist Task Forces for defined tasks and limited periods, which fall outside of the adopted financial framework.
- 23 Setting up Special Committees as required in accordance with Article 7 of the Rules of Procedure.
- 24 Taking decisions on the approval, maintenance and application of the Technical Working Procedures.
- 25 Advising the Director-General concerning decisions on the creation, progress and cessation of ISGs.

Annex 8: Financial Regulations (GISFI)

Article 1: Administration of finances

- 1.1 The finances of GISFI shall be governed by the provisions of the Statutes and the Rules of Procedure, hereinafter referred to as "RoP", and by those of these Financial Regulations, hereinafter referred to as "FR".
- 1.2 The Director-General shall be responsible for the finances of GISFI.
- 1.3 The Finance Committee shall provide the General Body, the Governing Body and the Director-General with assistance and advice with regard to budgetary and financing management of GISFI, in accordance with the provisions of the FR.

Article 2: The finance committee

- 2.1 Composition of the Finance Committee, hereinafter referred to as "FC", as well as duration of the tenure of its members shall be fixed by the General Body in order to allow, with a minimum size, for fair representation of the various categories of GISFI members.
- 2.2 The FC shall determine its own methods of procedure.
- 2.3 Unless duly committed by the General Body or the Governing Body, 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 GISFI accounting documents.
- 2.5 The FC may be consulted by the Director-General on any question related to GISFI finances, either during its meetings or by correspondence.
- 2.6 The FC shall usually meet at GISFI headquarters, convened by the Director-General, at least twice a year, in due time to examine the preliminary draft budget and the financial report mentioned in FR Articles 6.2 and 16.1 respectively. It shall also be convened at any time if the General Body or the majority of FC members require it. Its agenda shall then be restricted to matters whose examination has caused the meeting to be requested.

The Director- General shall take part in FC meetings and provide its secretariat.

Article 3: Budget

The Budget is outlined in Article 10 of the Rules of Procedure (RoP).

Article 4: Financial year

- 4.1 The budget shall be established for one year.
- 4.2 The financial year shall correspond to the Fiscal Year (1st April to 31st march)

Article 5: Inclusive nature of the budget

- 5.1 All income and all expenditure of GISFI 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 Body 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 Body.
- 6.3 In addition, the Director- General will provide a year-end forecast for the budget of year n and a rough estimate for the budget of year (n + 2) for information.
- 6.4 This proposed budget for year (n + 1) shall be referred by the Director- General for examination to the FC, at least one month before the meeting of the General Body, which is to adopt the budget.
- 6.5 After advice from the FC, the Director- General shall forward the proposed budget for year (n + 1) to all the Members, together with a presentation report with FC advice in annex, at the latest three weeks before the meeting date of the General Body, 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 GISFI activities.

Article 7: Budget adoption and approval of accounts

The budget shall be adopted and the accounts shall be approved according to the procedure defined in RoP Article 10.

Article 8: Implementation of the budget

- 8.1 The Director- General shall be in charge of implementing the budget. He shall also ensure that GISFI assets are used in the most efficient and economical way.
- 8.2 For that purpose, he shall take such action as he may judge appropriate and he may delegate part of his financial authority to Secretariat officials.
- 8.3 The Director- General may re-allocate non-committed funds between Secretariat related budget lines. He shall keep the FC informed.
- 8.4 If, while implementing the budget, income exceeds Budget, in order to increase GISFI's activity or improve its efficiency, the Director-General may decide, after consulting the FC and with agreement of the Chairman of the General Body, to increase expenditure accordingly.
- 8.5 All other modification in the budget shall be prepared and approved in the same form as for the original budget.

Article 9: Supervision of commitments to expenditure

- 9.1 The Director- General shall take all necessary action for the supervision of all budgetary operations and, in particular, the amount of expenditure for which commitments are incurred with respect to the authorized budget so as to show at any time the balance still available for each budget item.
- 9.2 No expenditure can be incurred without the signed approval of the Director- General or a Secretariat official duly authorized by him for this purpose.
- 9.3 This approval shall only be signed if the necessary budget resources are available.

Article 10: Closing of budgetary operations

- 10.1 No commitment to expenditure may be incurred after the close of the relevant financial year.

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10.2 At the Autumn General Body meeting, and after consulting the FC, the Director-General shall propose any surplus to be used for one or more of the following:

- Increase the reserve,
- Increase a specified expenditure category in the current budget,
- Adjust Members' final contributions by issuing a credit note.

Modifications in the current budget that result from such proposals shall be approved in the same way as for the budget itself.

Article 11: Payments on a closed financial year

Budget resources related to a regular commitment for an expenditure during the previous year not paid before the close of that year remain available during the current financial year.

Article 12: Funds of GISFI

12.1 GISFI is funded by income according to Article 10 of the RoP.

12.2 The Director-General shall be empowered to borrow up to 10 % of the annual budget in circumstances which would otherwise lead to the incurring of payments of interests on debtor's accounts.

Article 13: Financial management

13.1 The Director-General shall choose the banks and finance institutions where funds are deposited.

13.2 For this purpose, he should seek as much security as possible rather than high returns.

Article 14: Financial statements

14.1 In the most convenient form, financial statements shall include ledgers, files or statement sheets necessary for systematic recording of all income and expenditure, as well as all other financial operations made by GISFI.

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 INR.

15.2 The statutory accounts shall be maintained and presented in INR.

The management account shall be kept in INR.

Article 16: Financial report

At the first General Body meeting after the close of the financial year, the Director-General shall, according to the RoP submit a financial report which incorporates all documents outlined in 14.2 a) and b) above.

It should highlight information about most significant variances and proposals for assignment of any budget surplus.

Article 17: External supervision of GISFI finances

External supervision of GISFI finances shall be conducted by an approved auditor selected following the rules in application in India and according to the relevant RoP provisions.

Article 18: Revision of the financial regulations

18.1 The FR may be amended as appropriate as a result of:

- a) revisions made to GISFI Statutes or RoP;
- b) revisions of Indian laws and regulations applicable to GISFI.

18.2 The Director- General may, after consulting the FC, submit to the General Body, proposed revisions of the FR that he may find necessary in order to improve GISFI management. Such revisions shall be approved in the same way as for the budget.

Article 19: Entry into force

This FR shall enter into force as soon as it is approved by the General Body.

Annex 9: GISFI Intellectual Property Rights Policy

1 Introduction

The General Assembly of GISFI 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 GISFI'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 GISFI IPR POLICY seeks to reduce the risk to GISFI, MEMBERS, and others applying GISFI 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 GISFI IPR POLICY seeks a balance between the needs of standardisation for public use in the field of telecommunications and the rights of the owners of IPRs.
- 3.2 IPR holders whether members of GISFI 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 GISFI 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 standardisation.

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 GISFI 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 GISFI 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 GISFI 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

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

6 Availability of Licences

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

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grant irrevocable licences on fair, reasonable and non-discriminatory 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.

In the event a MEMBER assigns or transfers ownership of an ESSENTIAL IPR that it disclosed to GISFI, the MEMBER shall exercise reasonable efforts to notify the assignee or transferee of any undertaking it has made to GISFI pursuant to Clause 6 with regard to that ESSENTIAL IPR.

- 6.2 An undertaking pursuant to Clause 6.1 with regard to a specified member of a PATENT FAMILY shall apply to all existing and future ESSENTIAL IPRs of that PATENT FAMILY unless there is an explicit written exclusion of specified IPRs at the time the undertaking is made. The extent of any such exclusion shall be limited to those explicitly specified IPRs.
- 6.3 As long as the requested undertaking of the IPR owner is not granted, the COMMITTEE Chairmen should, if appropriate, in consultation with the GISFI 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, GISFI 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 GISFI IPR Licensing Declaration forms at the Appendix to this GISFI IPR Policy to make their IPR licensing declarations.

7 Information on IPR by GISFI

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

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

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Where prior to the publication of a STANDARD or a TECHNICAL SPECIFICATION an IPR owner informs GISFI 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 GISFI'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 GISFI shall observe the following procedure:

- a) If the IPR owner is a MEMBER,
 - i) the Director-General of GISFI 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 GISFI 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 GISFI shall then send the MEMBER's explanation together with relevant extracts from the minutes of the General Assembly to the GISFI Counsellors for their consideration.
- b) If the IPR owner is a third party,
 - i) the Director-General of GISFI 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 GISFI 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 GISFI Counsellors for their consideration.

8.1.3 Prior to any decision by the General Assembly, the COMMITTEE should in consultation with the GISFI 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, GISFI 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 GISFI 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 GISFI 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 GISFI 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 GISFI ownership of IPRs

- 9.1 The ownership of the copyright in STANDARDS and TECHNICAL SPECIFICATIONS documentation and reports created by GISFI or any of its COMMITTEES shall vest in GISFI but due acknowledgement shall be given to copyrights owned by third parties that are identifiable in GISFI copyrighted works.
- 9.2 In respect of IPRs other than copyright in STANDARDS and TECHNICAL SPECIFICATIONS documentation and reports, GISFI shall only seek ownership of IPRs generated either by its employees or by secondees to GISFI from organizations who are not MEMBERS.
- 9.3 GISFI 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 GISFI. MEMBERS shall be allowed to use IPRs owned by GISFI free of charge.

10 Confidentiality

The proceedings of a COMMITTEE shall be regarded as no confidential except as expressly provided below and all information submitted to a COMMITTEE shall be treated as if non-confidential and shall be available for public inspection unless:

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

CONFIDENTIAL INFORMATION incorporated in a STANDARD or TECHNICAL SPECIFICATION shall be regarded as non-confidential by GISFI 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 GISFI 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 India. 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 Indian 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 GISFI's Statutes and Rules of Procedure, no decisions shall be taken by GISFI 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 GISFI. The GISFI General Assembly shall have the authority to decide the action to be taken, if any, against the MEMBER in breach, in accordance with the GISFI 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 GISFI and shall include GISFI Projects, Technical Committees, GISFI 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.

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- 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 standardisation, 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 GISFI. References to a MEMBER shall wherever the context permits be interpreted as references to that MEMBER and its AFFILIATES.
- 10 **"POLICY"** shall mean GISFI's Intellectual Property Rights Policy.
- 11 **"STANDARD"** shall mean any standard adopted by GISFI including options therein or amended versions and shall include Indian Standards (ISs) (ICT series), GISFI Standards (GSs), Common Technical Regulations (CTRs) which are taken from ISs (ICT series) and including drafts of any of the foregoing, and documents made under the previous nomenclature, including ETs, I-ETs, 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 GISFI.

The date on which a STANDARD is considered to be adopted by GISFI 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 GISFI 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 GISFI.

The date on which a TECHNICAL SPECIFICATION is considered to be adopted by GISFI 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.

Annex 9 - Appendix A: IPR Licensing Declaration forms

IPR HOLDER / ORGANISATION ("Declarant")

Legal Name: _____

CONTACT DETAILS FOR LICENSING INFORMATION:

Name and Title: _____

Department: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ URL: _____

GENERAL IPR LICENSING DECLARATION

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In accordance with Clause 4.1 of the GISFI IPR Policy the Declarant and/or its AFFILIATES hereby informs GISFI that **(check one box only)**:

- with reference to GISFI STANDARD(S) or TECHNICAL SPECIFICATION(S) No.: _____, or
- with reference to GISFI Project(s): _____, or
- with reference to all GISFI 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 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 GISFI IPR Policy, in respect of the STANDARD(S), TECHNICAL SPECIFICATION(S), or the GISFI 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 GISFI Project(s), for the field of use of practice of such STANDARD or TECHNICAL SPECIFICATION.

- 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 GISFI 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: GISFI Director-General

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 GISFI IPR Policy the Declarant and/or its AFFILIATES hereby informs GISFI 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 GISFI 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 GISFI 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 GISFI Work Item, STANDARD and/or TECHNICAL SPECIFICATION identified in the attached *IPR Information Statement Annex*, the Declarant and/or its AFFILIATES are prepared to grant irrevocable licences under this/these IPR(s) on terms and conditions which are in accordance with Clause 6.1 of the GISFI 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 GISFI 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: GISFI Director-General

IPR Information Statement Annex

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

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

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

GISFI Guide on Intellectual Property Rights (IPRs)

Version adopted by Board # 1 on 21 June, 2010

Background

The GISFI IPR Policy was adopted by the 1st General Assembly on 21 June 2010 and incorporated in the GISFI Directives as Annex 9 to the GISFI Rules of Procedure.

Foreword

Intellectual property plays an important role in standardisation, especially in the telecommunications and electronic communications sector. In that context, the likelihood of having Intellectual Property Rights (IPRs) incorporated into GISFI Deliverables became critical after a few years of existence of GISFI. This tension (proprietary nature of IPRs versus wide dissemination of standards) was minimized with the adoption by the GISFI Membership of the GISFI IPR Policy as found in Annex 9 to the GISFI Rules of Procedure.

In the preparation of standards, IPR issues may arise. It is important for all parties involved in the GISFI 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 GISFI Members and any other party involved in GISFI's standardisation activities (e.g. Members, Technical Body Chairmen, Secretariat, etc.) to understand and implement the Forum's IPR Policy.

This guide provides explanatory information on how to handle IPR matters in GISFI and does not replace the GISFI 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 GISFI Secretariat (hereafter called simply "Secretariat").

1 The GISFI IPR Policy

1.1 What is the Purpose of the IPR Policy?

The purpose of the GISFI IPR Policy is to facilitate the standards making process within GISFI. 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 GISFI's objective to create Standards and Technical Specifications that are based on solutions which best meet the technical objectives of GISFI.

- In achieving this objective, the GISFI IPR Policy seeks a balance between the needs of standardisation 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 GISFI IPR Policy defines the rights and obligations for GISFI as an Forum, 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 GISFI IPR Policy?

The GISFI IPR Policy is part of the GISFI Bye-Laws and can be found in Annex 9 of the GISFI Rules of Procedures (<http://www.GISFI.org/>). This means that the rights and obligations specified by the IPR Policy are an integral part of the GISFI Rules of Procedure and are binding on all GISFI Members.

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

1.3 Terminology

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

In the GISFI 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 GISFI IPR POLICY defines rights and obligations for GISFI as an Forum, for its Members and for the Secretariat. Non-Members of GISFI 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 Forum, the Members, the Secretariat and the rights of third parties as specified under the GISFI IPR Policy. *All references below which are in italics relate to the GISFI IPR Policy.*

	Obligations	Rights
Forum	<ul style="list-style-type: none"> • to inform users of standards about Essential IPRs declared and ensure that this information is publicly available (<i>Clause 7</i>). • to perform IPR searches if the India Govt. so require and reasonable expenses are met (<i>Clause 6.2</i>). • to grant licenses on GISFI-owned IPRs (other than copyright) on fair, reasonable and non-discriminatory terms and conditions to third parties, free of charge to GISFI Members (<i>Clause 9.3</i>). • to respect confidential information within a Technical Body until publication of the relevant Deliverable. • to include the information in a standard (<i>Clause 10</i>). 	
Members	<ul style="list-style-type: none"> • to inform GISFI about their own, and other people's Essential IPRs (<i>Clause 4.1</i>). • owners of Essential IPRs are requested to undertake to grant licenses on fair, reasonable and non-discriminatory terms and conditions (<i>Clause 6.1</i>). • 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 (<i>Clause 8.1</i>). • to abstain from claiming copyright on standards documentation (text, graphics etc., of the standard itself) on behalf of the member itself and its employees (<i>Clause 9.1</i>). 	<ul style="list-style-type: none"> • no obligation to conduct IPR searches (<i>Clause 4.2</i>). • to refuse the inclusion of own IPRs in standards (<i>Clauses 8.1 and 8.2</i>). • to be granted licenses on fair, reasonable and non-discriminatory terms and conditions in respect of a standard (<i>Clause 6.1</i>). • to make copies of standards documentation (<i>Clause 11</i>) free of charge. • to use IPRs owned by GISFI free of charge (<i>Clause 9.3</i>). • to have confidential information within a Technical Body respected until publication of the relevant Deliverable (<i>Clause 10</i>).
Secretariat	<ul style="list-style-type: none"> • the Director-General to contact owners of Essential IPRs having refused to grant licenses on behalf of GISFI (<i>Clauses 8.1 and 8.2</i>). • 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 (<i>Clause 6.1</i>). 	

Third Parties	<ul style="list-style-type: none"> • the GISFI IPR Policy is only binding on GISFI Members. Third parties do not have any legal OBLIGATIONS under the Policy. • when GISFI 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 (<i>Clause 6.1</i>). 	<ul style="list-style-type: none"> • Third parties have certain RIGHTS under the GISFI IPR Policy either as owners of Essential IPRs or as users of GISFI standards or documentation: <ul style="list-style-type: none"> ○ to refuse the inclusion of their own Essential IPRs in GISFI Deliverables (<i>Clause 8.1 and 8.2</i>). ○ 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, (<i>Clause 6.1</i>) ○ to be granted licenses for GISFI owned IPRs (other than copyright in the standard documentation) (<i>Clause 9.3</i>) on fair, reasonable and non-discriminatory terms and conditions. ○ to have confidential information within a Technical Body respected until publication of the relevant Deliverable (<i>Clause 10</i>).
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1.5 "Essential" IPRs

Clause 15.6 of the GISFI 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 standardisation, 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 GISFI 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 GISFI 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 GISFI 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 GISFI 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 GISFI IPR Policy) and can be sanctioned by the General Assembly.

2.1 Members Duties

2.1.1 Responding to Calls for IPRs performed in Technical Body meetings

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

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

Members having IPR portfolios should improve their internal IPR co-ordination processes to ensure, as far as possible, that their participants in Technical Bodies are aware of any alleged-essential IPR the company may have (related to the on-going work on a particular GISFI 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 standardisation 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 GISFI 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 GISFI IPR Licensing Declaration forms

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

- The *IPR information statement and licensing declaration* shall be submitted with the IPR information statement annex and, where applicable, together with the IPR licensing declaration annex to identify the specific IPRs which are applicable.
- The *General IPR licensing declaration* shall be used to give an undertaking to grant licenses under any IPR that are or become essential in respect of the identified STANDARD(S), TECHNICAL SPECIFICATION(S), or GISFI Project(s). It is submitted without the *IPR information statement annex* but, in accordance with Clause 4.1 of the GISFI 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 GISFI as stated in 2.1.1.

The GISFI *IPR Licensing Declaration forms* can be found at Annex 9 of the GISFI Rules of Procedure and online at: <http://www.GISFI.org/>

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

Any questions related to the completion of the forms should be addressed to the GISFI via: <http://gisfi.org/contact.php>

2.1.4 Update and complete the GISFI IPR Information Statement form

Members are not obliged to inform GISFI of any updates to their essential IPRs. Nevertheless, Members are encouraged to update and complete their information statements in line with the forms (see Annex 9 of the GISFI 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 GISFI Deliverables

Members should be aware that once a technical proposal has been included into GISFI documentation the copyright is owned by GISFI, for the purpose of the publication of GISFI documentation.

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 GISFI (see section 4.1 of this Guide).

2.3 Technical Body Chairmen's duties

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

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

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

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

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

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

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

2.3.1 Define scope statements for work items

It is vital that Chairmen ensure that the scope statements for all work items in the GISFI 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 GISFI work item can be used for IPR purposes, it should contain the following:

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

2.3.2 Make call for IPRs in Technical Bodies meetings

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

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

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

2.3.3 When and How?

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

The formal call for IPR disclosures needs to be made by the Chairman orally or in writing according to the example given below. Members need to be reminded that the forms for the notification of essential IPRs and licensing declaration are available on-line and attached in Annex 9 of the GISFI Rules of Procedure.

Example of a formal call for IPRs

The attention of the members of this Technical Body is drawn to the fact that GISFI Members shall use reasonable endeavours under Clause 4.1 of the GISFI IPR Policy, Annex 9 of the Rules of Procedure, to inform GISFI of Essential IPRs in a timely fashion. This section covers the obligation to notify its own IPRs but also other companies' IPRs.

The members take note that they are hereby invited:

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

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 standardisation area and then, as soon as feasible, provide (or refine) detailed disclosures.

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

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

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

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

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

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

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

2.3.4 Record and report information on IPRs

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

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

2.3.5 Copyrights in GISFI Deliverables

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

2.3.6 Confidential information

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

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

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

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

2.4 GISFI Secretariat Duties

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

2.4.1 Information on Essential IPRs in GISFI Deliverables

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

Specifically, the Secretariat shall ensure that the following marking appears in GISFI 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 GISFI. The information pertaining to these essential IPRs, if any, is publicly available for **GISFI members and non-members**, and can be found in SR 000 314: "*Intellectual Property Rights (IPRs); Essential, or potentially Essential, IPRs notified to GISFI in respect of GISFI standards*", which is available from the GISFI Secretariat. Latest updates are available on the GISFI Web site.

Pursuant to the GISFI IPR Policy, no investigation, including IPR searches, has been carried out by GISFI. No guarantee can be given as to the existence of other IPRs not referenced in SR 000 314 (or the updates on the GISFI 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 GISFI IPR Policy cannot be obtained because of the refusal by the essential IPR owner, the GISFI Secretariat is obliged to initiate the procedure set out in Clause 8 of the GISFI IPR Policy. For the avoidance of doubt with regard to PATENT FAMILIES, the GISFI Secretariat is obliged to initiate a procedure of Clause 8 of the GISFI IPR Policy in every case where the IPR owner refuses to give the IPR undertaking/licensing declaration as provided in Clause 6 of the GISFI 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 GISFI 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 GISFI IPR Database by the Secretariat, showing the date of the entry.

2.4.5 Disclose copyright identified in GISFI documentation

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

Reproduction is only permitted for the purpose of standardisation work undertaken within GISFI. The copyright and the foregoing restrictions extend to reproduction in all media. © Global ICT Standardisation Forum for India . All rights reserved.
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This marking shall also appear in document templates provided to the Technical Organization by the Secretariat.

2.4.6 Acknowledgement of third parties copyright

Due acknowledgement of copyrights owned by third parties, which are identifiable in GISFI 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).

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

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

2.4.7 Reporting of a substantial IPR problem

The GISFI Director-General should bring any [substantial] IPR problem to the GISFI 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 GISFI IPR online database and the GISFI Special Report 000 314 (see sections 3.1 and 3.2 of this guide).

3 Information on Essential IPRs by GISFI

All information statements and licensing declarations of IPRs received by GISFI are publicly made available to GISFI Members and standards' implementers via two means: The GISFI Special Report (SR) and the GISFI IPR Online Database as and when implemented.

3.1 Where to find information on essential IPRs

3.1.1 GISFI Special Report

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

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

3.1.2 The GISFI IPR Online Database

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

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

Unless otherwise specified, all IPRs contained herein have been notified to GISFI, with an undertaking from the owner to grant licenses according to the terms and conditions of Clause 6.1 of Annex 9 of the GISFI Rules of Procedure (the GISFI IPR Policy).

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

- GISFI has not checked the validity of the information, nor the relevance of the identified patents/patent applications to the GISFI 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 GISFI 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 GISFI IPR Online Database will be made available at: <http://www.GISFI.org/>

3.1.3 Requests to the GISFI Secretariat

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

3.2 What type of information and procedures for updates

IPR information reflected by GISFI is based on the information received. GISFI has not checked the validity of the information, nor the relevance of the identified patents/patent applications to the GISFI 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 GISFI 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, GISFI does not perform any check on the status and validity of any Essential IPRs notified to GISFI.

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

3.2.2 Update procedure for the GISFI IPR Online database

In addition to the entry of new disclosures and undertakings/licensing declarations, existing data in the GISFI 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 GISFI 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. GISFI 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 GISFI 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 GISFI. 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 GISFI 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 GISFI 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 GISFI 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 GISFI to avoid a misleading impression. GISFI 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 GISFI 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 GISFI 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 GISFI IPR Policy is sufficient when selecting technologies for GISFI standards and technical specifications.

4.2 Transfer of Ownership of ESSENTIAL IPRs

Taking into account the importance of a robust standards system, those implementing GISFI standards should be able to rely on licensing undertakings provided in accordance with Clause 6.1 of the GISFI IPR Policy, regardless of any change in the ownership of the relevant IPRs. To that end, it is desirable that, to the maximum extent possible in each legal jurisdiction, when ownership of an ESSENTIAL IPR is transferred, any applicable licensing undertaking should automatically transfer to the new owner. Some legal jurisdictions may already provide for achievement of this result. However, GISFI recognises that this result may not be certain in all legal jurisdictions.

Therefore, GISFI encourages:

- Prospective assignees or transferees to check for applicable licensing declarations, for example, by searching for registrations of such declarations in the GISFI IPR database;
- MEMBERS that have given General IPR licensing declarations to draw the attention of any assignee or transferee to the possibility that undertakings given in such declarations might apply to the IPRs that are to be assigned or transferred.

4.3 Dispute Resolution

GISFI 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 GISFI GA in case a friendly mediation can be offered by other GISFI Members and/or the GISFI 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, GISFI expects its Members (as well as non-GISFI 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 GISFI IPR Policy

4.6.1 History of changes

None

4.6.2 THE APPROPRIATE ANTI-COMPETITION AGENCY OF GOVT. OF INDIA's position regarding the rationale and scope of Clause 4.1 of the GISFI IPR Policy will be subsequently published as and when received from the respective Authorities and will be appended to this guide.

Annex A GISFI Intellectual Property Rights Policy

See GISFI Rules of Procedure, Annex 9.

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

- Check that the scope statements for work 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.
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- 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.
