

ISO Central Secretariat

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Organisation internationale de normalisation
International Organization for Standardization
Международная Организация по Стандартизации



Our ref. ISO/TMB

**TO THE CHAIRS AND SECRETARIES OF
TECHNICAL COMMITTEES, SUBCOMMITTEES
AND PROJECT COMMITTEES**

Date 2011-01-17

Registration Authorities

Dear Sir or Madam,

During 2010, a legal review was carried out with respect to ISO's responsibilities and liabilities connected with the designation of Registration Authorities to support the implementation of International Standards. While the result of that review was that ISO runs minimal risks, it was nevertheless considered that it would be useful to provide to committees guidance with respect to the selection, appointment and oversight of Registration Authorities. The TMB has consequently developed and approved the attached guidelines for the attention of committees which have developed, or may be developing, International Standards the implementation of which will depend on a Registration Authority.

For the last several years, the Central Secretariat has systematically been asking organizations appointed, or being considered for appointment, as Registration Authorities to sign a written agreement and a template for such agreements is also attached. This is provided for information only but may usefully be provided to any organization that is a candidate to assume a Registration Authority function. The formal negotiations will however be carried out by the Central Secretariat with the candidate organization.

We hope this information will prove helpful.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'M. A. Smith', with a long horizontal stroke extending to the right.

Michael A Smith,
Senior Advisor, Technical Policy

Enclosures

Registration Authorities – Guidelines for committees

1. What are RAs?

a) Background

A number of International Standards developed by ISO technical committees require, with a view to their frequent updating or implementation, a competent body which has the requisite infrastructure for ensuring the effective use of these International Standards. These bodies are designated by ISO to serve either as maintenance agencies (MAs) or registration authorities (RAs).

Maintenance Agencies are authorized to update particular elements in an International Standard and as a matter of policy the secretariats of MAs are assigned to bodies forming part of the ISO system (member bodies or organizations to which a member body delegates certain tasks in its country). The membership of MAs and their operating procedures are subject to approval by the Technical Management Board. See also annex G of Part 1 of the ISO/IEC Directives.

These guidelines concern Registration Authorities (RAs) which are not authorized to update standards but provide a registration function to facilitate implementation of an International Standard (e.g. ISBN number for books). The purpose of this guidance is to address RAs. They should be read in conjunction with annex H of Part 1 of the ISO/IEC Directives.

b) Important note for committees

Committees have the main responsibility for the selection and oversight of RAs. They must maintain ongoing communication and remain informed of the activities of the RA relative to its function in relation to the International Standard in question. Although Registration Authority Agreements (RAAs) are signed by the RA and by the ISO Secretary-General, the signature of a RAA by the Secretary-General binds all components in the ISO system, including ISO members and its committees. Therefore, it is important that the committee maintain a close connection with the RA it nominated in order to implement its International Standard.

c) Actions to be taken by committees:

Committees with questions regarding whether or not a RA is needed for a standard or questions related to whether the role should be played by a MA or RA should contact their TPM at the ISO Central Secretariat for guidance applicable to their specific circumstances. In all cases, committees should advise TPMs as early as possible of their intention to nominate a RA for the implementation of a standard.

2 Selection of organizations to fulfil RA functions

a) Background

i. Selection of a RA organization having developed the standard: A number of the current RAs are assumed by organizations which had themselves developed standards and were

providing a registration service prior to deciding to offer their standards to ISO for adoption and being formally appointed as the RA for the ISO standard. In such cases, it can normally be expected that the organization which developed the standard will also continue to provide the registration function. In such cases, it is sufficient to have a statement from the organization that they are willing to undertake that responsibility and for the responsible ISO committee to nominate them for formal designation by the TMB.

ii. Selection of a RA organization not having developed the standard: In other cases, ISO committees develop standards for which a RA needs to be identified and nominated. In such cases, the selection process needs to be open and transparent, for example through a call for offers made by the committee to all stakeholders. It is recognized however that committees often have difficulties identifying organizations willing to assume a RA function and it may be necessary to approach particular organizations which may be able to fulfil the function. Such a process must be done with full transparency.

b) Actions to be taken by committees

In either case, committees must ensure that the organization selected to be the RA for an International Standard is a legal entity. This means that the organization has been formed under the laws of a particular jurisdiction and that it is therefore subject to governance related rules. This requirement promotes a higher level of assurance regarding the accountability and credibility of the organization selected to be the RA for an ISO standard.

Once an organization has been selected by the committee, the organization must provide a statement stipulating that it is are willing to assume the responsibility and is willing to sign the RAA. The committee then submits the name and any relevant information about the organization to the TMB for formal designation.

As part of the designation process, the ISO Central Secretariat will negotiate a RAA with the organization concerned, which must be agreed and signed prior to publication of the International Standard in question.

3 Charging of fees for RA services

a) Background

The Directives indicate that the RAs may charge fees for the services they provide **subject to authorization by the ISO Council**. Furthermore, Council's expectation is that the level of such fees would be set on a cost-recovery basis. In some instances, the proposed fee structure is considered by Council in its decision to authorize the charging of fees.

Unfortunately, in some instances, both RAs and committees have been unaware of this requirement with the result that fees have been charged without Council's authorization. Committees need to be aware of the requirement regarding the charging of fees when discussing with potential RA candidates. The requirement is also now explicitly mentioned in the RAA.

b) Actions to be taken by committees

Committees should address the RA's intentions as regards to fees as early as possible so as to clarify the expectation that any fees charged must be on a cost recovery basis. It is recommended that committees ask to see the RA's proposed fee structure. In all cases, Council authorization is required before the RA can charge fees on a cost recovery basis.

4 Oversight/accountability of RAs

a) Background

Committees are responsible for the oversight of the activities of the RAs which have been appointed on the committee's nomination. In a good many instances, committees require RAs to provide activity reports at their meetings but this needs to become systematic. In particular, the RAA will require that RAs provide annual reports on their activities both to the committees and to the ISO Central Secretariat.

b) Actions to be taken by committees

Committees should request RAs to provide activity reports at their meetings at least once per year. Committees should also follow-up to ensure that RAs provide an annual report of their activities to the committee secretariats and to the ISO Central Secretariat pursuant to the obligation of the RA stipulated in the RAA. It is the responsibility of the committee secretariats to ensure that such annual reports are given appropriate consideration by committees.

5 Dispute resolution

a) Background:

Although instances of disputes between RAs and users of their services are rare, committees need to be aware that if such a dispute arises, they may well be requested to participate in any dispute resolution process. At present it seems that some consider that they would have no role to play and that disputes would need to be resolved between ISO and the RA as the "contracting parties". As stated above, the signature of a RAA by the Secretary-General binds all components in the ISO system, including ISO members and its committees.

b) Actions to be taken by committees

Committees must play a key role in disputes arising from the role played by the RA. The committee must maintain sufficient ongoing contact with the RA to be aware of any disputes. The RA should be provided with the first opportunity to resolve the dispute and the committee's involvement is only required when the RA is not able to resolve a complaint to the satisfaction of the complainant(s). It will be for the committee to decide who within the committee structure should be designated to address complaints (i.e. committee secretariat, member or chair) that the RA is not able to resolve. The TPM should be contacted for guidance where the committee is having difficulty with the resolution of a complaint and, in some cases, it may become necessary for ISO/CS to become involved.

6 Drafting standards with RAs

a) Background

Because the role played by RAs varies vastly from one standard to another, it would not be possible to provide a template for standards with RAs. However, the following are important elements for committees to take into account when drafting standards with RAs:

b) Actions to be taken by committees

i. The name of the RA should not be included in the standard. Instead, the [ISO Online URL](#) should be cited. Through this URL, users can find out the name and contact information of the RA for a given standard. Where available, a link is also provided to the RA's website which contains more information on the registration function. This will prevent the standard from becoming out of date in the event of a change in the RA. It is acknowledged that older standards, particularly those drafted prior to the widespread use of the Internet, have been drafted with the name of the RA. However, it is intended that this practice not be applied to future standards or revisions of existing standards.

ii. Avoid references to the selection or confirmation process for the RA in the standard. It is acceptable to state that the RA was selected by the committee to carry out the responsibilities of the RA. However, those who are not familiar with ISO governance and processes might mistakenly interpret a statement that the RA was designated by the TMB or Council as a type of guarantee or endorsement regarding the quality of the registration services provided by the RA.

iii. The reference to any third parties (e.g. national or regional sub-entities or "Registration Agencies") to which the RA may delegate or assign part or all of its responsibilities must not be included in the standard. An integral part of the role played by the RA is to manage and oversee the entirety of the registration structure for a particular standard. Article 4.2 of the RAA (attached as Annex 1) specifically states that a RA must obtain permission before it can use third parties to fulfil its obligations. Where this permission is granted, the RA maintains responsibility for ensuring that the third party/parties comply with the RA's obligations.

iv. It may be difficult to judge what should go into the standard and what should be left to the RAA. In this respect, guidance is available in article 6.3.3. of the ISO/IEC Directives, Part 2, which specifically states that contractual requirements and legal or statutory requirements shall not be included in standards. This means that any contractual aspects related to the function of RAs should be left to be addressed in the RAA. The standard should only contain those aspects that are directly tied to the functions of the RA in its capacity as the RA for the standard. Because the distinction between contractual elements and the function-related elements to be included in the standard are sometimes difficult to make, committees should contact TPMs in case of doubt. TPMs should also be contacted where committees feel that additions to the RAA are necessary to address contractual elements that are unique to the standard in question.

Registration Authority Agreement

for

ISO 0000

between

XXX

(XXX)

and

The International Organization for Standardization, ISO

1, ch de la Voie-Creuse, Case Postale 56
CH-1211 Geneva, Switzerland

(ISO)

Preliminary Remarks

ISO has adopted International Standard ISO 0000, (...), (**ISO 0000**)

XXX is an international organization which has the capacity to implement and to manage the implementation of ISO 0000 on a worldwide level, by acting as the international registration authority.

ISO, through the ISO Technical Management Board, in accordance with the rules laid down in ISO/IEC Directives, Part 1: Procedures for the technical work, and following the proposal of ISO Technical Committee ISO/TC, subcommittee SC AAA, has identified XXX as the appropriate registration authority for ISO 0000 (**Registration Authority**) and XXX is willing to accept this designation.

Therefore the Parties agree as follows:

1. Definitions

1.1 Registration Authority

A Registration Authority is a legal entity that has been designated by ISO to implement specified functions in an ISO Standard, for example the allocation and registration of identification codes or numbers.

1.2 RAND-principle

RAND-principle refers to the principle of applying "reasonable and non-discriminatory" terms and conditions.

1.3 Cost Recovery

Cost Recovery refers to costs directly attributable to services rendered under this Agreement. Other costs not directly related to such services, or costs related to other services, shall not be included.

1.4 Implementation of ISO 0000

Implementation of ISO 0000 refers to the implementation of all specified functions and duties of the Registration Authority as set out in ISO 0000.

2. Designation of XXX as Registration Authority

- 2.1. ISO delegates to XXX the necessary authority and empowers it to act as Registration Authority for ISO 0000 in accordance with the terms of ISO 0000 as well as the terms of the present agreement (**this Agreement**).
- 2.2. XXX accepts the authority and the powers stated in item 2.1, and agrees to be bound by the terms stated in item 2.1.

3. Publication and Maintenance of ISO 0000

- 3.1. ISO shall be responsible for the appropriate publication of ISO 0000 and of the terms thereof.
- 3.2. ISO shall maintain ISO 0000 in accordance with the relevant provisions laid down in the ISO/IEC Directives, Part 1 with regard to systematic review (confirmation, revision or withdrawal) and notify XXX of any modifications affecting the content of ISO 0000 and/or the terms of its implementation. Such modifications shall be binding for XXX upon receipt of their notification.

4. Implementation of ISO 0000

4.1. Specific and General Terms

- 4.1.1. XXX agrees to perform all specific duties for the implementation of ISO 0000 defined in ISO 0000 which are an integral part of this Agreement.
- 4.1.2. The implementation of ISO 0000 shall be handled by XXX and all organizations or entities involved in the implementation process, in strict compliance with the terms of this Agreement and in the always latest version of the applicable law, and in particular with the following types of legislation in force in the territories where ISO 0000 shall be implemented:
 - a. Competition legislation
 - b. Data Protection legislation
- 4.1.3. In the course of the implementation of ISO 0000 and this Agreement the RAND-principle shall always be respected.
- 4.1.4. XXX and all organizations or entities involved in the ISO 0000 implementation process may charge fees (subject to the approval of the ISO Council) for the services provided by them under this Agreement (including the granting of access to, and the use of, data and/or information produced in connection with the implementation of ISO 0000) (**Services**) on a Cost Recovery basis only.

- 4.1.5. XXX and all organizations or entities involved in the implementation of ISO 0000 may bundle the Services provided under this Agreement with other services not related to this Agreement, however, only under condition and to the extent that they continue to offer separately the Services under this Agreement and that therefore they shall not make it a condition for users of ISO 0000 to buy such other services in order to get access to the Services under this Agreement.
- 4.1.6. The RAND-principle also applies to the Services that need to be provided under this Agreement, and therefore also to the access to and use of data and/or information that need to be granted under this Agreement. XXX and all organizations or entities involved in the implementation of ISO 0000 shall, in line with the RAND-principle, make sure that users of ISO 0000 can access and use the data and/or information that need to be made available under this Agreement and that are needed by the users to apply ISO 0000 for their proper purposes.
- 4.1.7. XXX and all organizations or entities involved in the implementation of the ISO 0000 shall make sure that data and/ or information produced and provided to users under this Agreement are accurate and up-to-date.

4.2. Performance and assignment of obligations to third parties

- 4.2.1. XXX shall take all necessary and useful measures to implement ISO 0000.
- 4.2.2. XXX shall personally perform its obligations unless XXX is duly authorized by ISO to entrust a specific third party with their performance. This authorization can be revoked by ISO at any time.
- 4.2.3. Notwithstanding such authorization by ISO, XXX is responsible for the acts of such a third party as if they were carried out by XXX personally.
- 4.2.4. If XXX is authorized to entrust a third party, XXX shall implement, execute and maintain appropriate contractual relations with this third party and thereby assure that the third party and their mandatees comply with the duties defined in this Agreement and, in particular also the duties defined in items 4.1.2 - 4.1.7.
- 4.2.5. XXX shall furthermore include appropriate provisions in the contracts concluded by XXX with third parties under item 4.2.4. to provide that such contracts will automatically end on the date this Agreement comes to an end.
- 4.2.6. XXX shall terminate the contract with a specific third party if ISO with reasonable grounds requests such termination, in particular (but not limited to) in cases where ISO informed XXX by registered letter about a behaviour of the third party that ISO considers to be unlawful and such contravention has not been remedied within a reasonable period of time set by ISO, or if ISO revokes its authorization pursuant to item 4.2.2.

4.3. Reporting

- 4.3.1. XXX shall prepare and submit to ISO by February 15 of each calendar year at the latest a written report on its activities in the previous calendar year under this Agreement. In such report it shall in particular specify its compliance with the duties specified in items 4.1.2. – 4.1.7. and in items 4.2.1. – 4.2.6. in the relevant calendar year.
- 4.3.2. Upon specific request XXX shall submit to ISO copies of the relevant contractual documents executed between XXX and the third parties defined in item 4.2.2.
- 4.3.3. XXX shall immediately inform ISO when it has knowledge about a possible violation of the obligations defined in items 4.1.2. – 4.1.7. XXX shall also inform ISO about complaints of users of ISO 0000 regarding fees, access to and use of data and/or information produced during the implementation of ISO 0000 as well as accuracy of the data and/or information.
- 4.3.4. XXX shall provide ISO, upon its request, with information and documentation that allows ISO to fully analyse a complaint regarding fees, access to and use of, as well as accuracy of data and/or information in connection with the implementation of this Agreement.
- 4.3.5. ISO shall be entitled to inspect the books and records of XXX relating to the Services due under this Agreement, including but not limited to the fees charged for such Services, during normal business hours and with reasonable notice. Should any audit reveal that XXX repeatedly violated its duties specified in items 4.1.2. – 4.1.7. and in items 4.2.1. – 4.2.6. in a calendar year, ISO shall be entitled to have the costs and expenses of the inspection reimbursed in full by XXX.

5. Financial Duties / Liabilities / Insurance

- 5.1. XXX shall receive no financial compensation from ISO whatsoever for carrying out its duties under this Agreement.
- 5.2. As far as legally possible any contractual or extra contractual liability of ISO, its employees, mandatees and other members or representatives towards XXX is excluded. XXX therefore fully waives its right, as far as legally possible, to claim damages from ISO, its employees, mandatees or other representatives.
- 5.3. XXX shall fully indemnify ISO against all consequences of any claims brought against ISO which have their cause in the implementation of ISO 0000 by XXX or its employees, its auxiliary persons or third parties pursuant to item 4.2.2. et seq. or its mandatees as well as against the consequences of possible actions of competition law authorities in connection with ISO 0000 and its implementation.

- 5.4. XXX shall include appropriate wording in the contracts it implements, executes and maintains under item 4.2.4. to exclude any liability on the part of ISO, its employees, mandatees or other representatives towards any third party defined in item 4.2.2., any auxiliary person or mandatees of XXX as well as towards any user of ISO 0000.
- 5.5. XXX shall, at its sole cost, procure and maintain during this Agreement as well as during the five (5) year period following the end of this Agreement a commercial liability insurance, which shall provide comprehensive liability coverage for indemnification of XXX as well as of ISO, to cover any liability of the Registration Authority and/or of ISO including but not limited to liability in competition law matters which has its cause in the execution of this Agreement, including lawyers and other litigation costs which might arise in connection with such liability. XXX shall upon request of ISO submit to ISO evidence of the maintenance of such insurance.

6. Intellectual Property Rights

- 6.1. ISO shall own copyright in works, data, information, databases, software, etc., as well as sui generis rights in databases etc., produced in course of and for the implementation of ISO 0000 and this Agreement. ISO shall also own any other intellectual property rights obtained in the course of and for implementing ISO 0000 and this Agreement, in particular (but not limited to) trademark rights. ISO grants XXX a non-exclusive right to use the above intellectual property, data, information and databases for the duration of this Agreement. The licence includes the right to sub-license all organizations or entities involved in the implementation process of ISO 0000 for the duration of this Agreement.
- 6.2. Any intellectual property rights or any sui generis rights shall not be used by XXX or any organization or entity involved in the implementation process of ISO 0000 to restrict, beyond the RAND-principle, access to and use of data and/or information produced in connection with the implementation of ISO 0000 and this Agreement and that, according to this Agreement, need to be made available to the users. Furthermore, those rights shall not be used as a defence against an alleged violation of applicable competition law.
- 6.3. At the end of this Agreement XXX shall, upon ISO's request, submit to ISO or, upon specific instructions of ISO, to a successor Registration Authority, the data, information, databases, software produced to run the databases, and documents generated and/or used by XXX, by any third party defined in item 4.2.2., or any of its auxiliary persons or mandatees in the course of or for the implementation of ISO 0000 and this Agreement, in the latest used format, respectively.
- 6.4. Upon termination of this Agreement, XXX and any other organization or entity involved in the implementation process of ISO 0000 grants ISO a non-exclusive, non-revocable right to use intellectual property rights and sui generis rights that XXX, any third party defined in item 4.2.2., or any of its auxiliary persons or mandatees obtained before implementing ISO 0000 under this Agreement but that are necessary for a successor Registration Authority to continue with the implementation of ISO 0000.

- 6.5. If XXX is authorized to entrust a third party as defined in item 4.2.2., XXX shall include appropriate provisions in the contracts concluded by XXX with third parties under item 4.2.4. to secure the effects of items 6.1. – 6.4. and the rights and obligations mentioned therein.

7. Duration and Termination

- 7.1. This Agreement shall enter into force on the date of its signature and remain in effect for an initial term of three (3) years from that date. Thereafter, it shall automatically be renewed for identical terms. The duration of this Agreement is subject to items 7.2 – 7.6.

- 7.2. Either party may terminate this Agreement at any time by serving not less than six (6) months' written notice to the other party.

- 7.3. This Agreement may be terminated at any time by written mutual agreement of the parties.

- 7.4. This Agreement shall automatically end, if ISO withdraws ISO 0000, on the date such withdrawal is communicated to XXX.

- 7.5. This Agreement may be terminated by ISO at any time and with immediate effect for cause, in particular in the following cases:

- a. if XXX, in ISO's opinion fails to meet a substantial duty under this Agreement including but not limited to the duties defined in items 4.1.1 - 4.1.7 and 4.2.1 - 4.2.6, 5.4 as well as 6.2 and 6.5 and has not remedied such failure within the reasonable period of time imposed by ISO on XXX by registered letter;
- b. if XXX has acted in a manner which, in ISO's reasonable determination, puts into question the stability of XXX or the operational integrity of the implementation of ISO 0000 or of ISO 0000 in general and XXX has not fully stopped and remedied the effects of such action within the reasonable period of time imposed by ISO on XXX by registered letter.

- 7.6. This Agreement may furthermore be terminated by ISO at any time with immediate effect upon entry of XXX into bankruptcy, liquidation or dissolution.

8. Further Clauses

- 8.1. This Agreement is intended to bind only the signing parties hereto and their corporate successors and may not be assigned by either party without the express written consent of the other party.

- 8.2. All amendments or completion of this Agreement must be in writing and signed by both parties thereto.

8.3. Should individual provisions of this Agreement be, or become, invalid or unenforceable, this shall not affect the validity of the remainder of this Agreement. An invalid or unenforceable provision shall be replaced by one which comes close to this provision in its meaning and purpose. Item 7.5 a) is reserved.

9. Applicable Law / Place of Jurisdiction

9.1. This Agreement shall be governed exclusively by Swiss law with the exclusion of its international private law.

9.2. Exclusive place of jurisdiction shall be Zurich, Switzerland.

For ISO
Mr. Rob Steele
Secretary-General

For XXX
Ms./Mr.
Title

Date: _____

Date: _____

Place: _____

Place: _____