



## Exploitation Agreement to be respected by an Affiliate

This agreement made by and between

- The European Committee for Standardization, a non profit making association incorporated according to Belgian law having its registered office at 17, Avenue Marnix, B-1000 Brussels, hereafter called 'CEN' represented by its Secretary General,

or

- ~~▪ The European Committee for Electrotechnical Standardization, a non profit making association incorporated according to Belgian law having its registered office at 17, Avenue Marnix, B-1000 Brussels, hereafter called 'CENELEC' represented by its Director General,~~

and

- State Committee for Standardization of the Republic of Belarus (BELST)  
93 Starovilensky tract  
Minsk 220053  
Belarus  
hereafter referred to as the 'Affiliate',

Witnesses that

CEN and CENELEC have adopted a policy for the distribution and sales of their publications set out in the CEN/CENELEC Guide 10 on the policy of the distribution and sales of CEN/CENELEC publications in all formats.

Whereas CEN and/or CENELEC and the Affiliate wish to enter into a binding agreement for the distribution and sales of CEN/CENELEC publications.

Now therefore, in consideration of the mutual covenants and agreements provided herein the parties hereby agree as follows:

### **Article 1 – Definitions**

#### 1.1 CEN/CENELEC publications

The term 'CEN/CENELEC publication' means publications resulting from the technical work of CEN/CENELEC and made available by CEN/CENELEC to the Affiliates: European Standards (EN), Technical Specifications (TS), Technical Reports (TR), Workshop Agreements (CWA). Documents (including working drafts) used in the course of elaborating publications are known as working documents and, at the CEN/CENELEC Enquiry and Formal Voting stage as prEN, prTS, draft CEN/CENELEC reports and draft CWAs. European Standards (EN) are called CEN/CENELEC 'standards' within the sense of the ISO/IEC definition of 'regional standards'.

## 1.2 Territory

The term 'territory' means for each Affiliate the country in which it has its principle seat of operation.

### **Article 2 – Rights of Affiliates**

2.1 Upon and subject to the terms and conditions hereinafter set forth, CEN and/or CENELEC hereby grants to the Affiliate as referred to above, its successors and assigns, free of charge throughout the territory, the sole irrevocable exploitation rights, under copyright and otherwise (including all extended and renewal terms of copyright), to reproduce, to adapt, distribute, sub-distribute, adjust, translate, rent, lend, derive revenue from duplication and loan, communicate to the public in total or in part, in summary or with comments, transfer all exploitation licenses and authorize all sublicenses.

The above-mentioned assignment concerns CEN/CENELEC publications and it is valid for the duration of legal protection accorded by law to the same publications.

The exploitation rights cover all languages and cover all forms of exploitation known at present in particular and non-restrictively: publication by all means and via all graphical support systems, by print, press, photocopy, microfilms and via magnetic and optical computerized and numerical support systems, memory cards, CD-digital compact disks, films, photographs, slides, teledistribution, cable, satellite, diskettes and on line documents servers and networks.

2.2 The non exploitation of one or more of the above mentioned rights cannot, under any circumstances, bring about termination of this Agreement, as the said rights have been irrevocably granted to the Affiliate.

### **Article 3 – Sub-distributors or agents**

In the event that the Affiliate concludes an exploitation agreement with a sub-distributor or an agent in or outside the territory, it shall make sure that such agreement is concluded under conditions as those of the present Agreement which are detailed in Articles 4 and 5 hereof.

### **Article 4 – Sales conditions**

The Affiliate will determine the format and the presentation of the CEN/CENELEC publications, the publicity and sales price as well as the number of copies and the timing of the sale without prejudice to the CEN/CENELEC Internal Regulations.

### **Article 5 – Restrictions**

5.1 The Affiliate shall not pursue an active policy of putting the CEN/CENELEC publications on the market in the territories which are licensed to another CEN/CENELEC National Member or Affiliate and in particular not engage in advertising specifically aimed at those territories or establish any branch or representation or maintain any distribution depot therein, unless otherwise agreed between concerned Affiliates.

- 5.2 The Affiliate may honour orders from outside its own territory as set out in the CEN/CENELEC Guide 10.

### **Article 6 - Royalties**

- 6.1 In the case of sales outside the domestic territory of the Affiliate of a national standard fully implementing an EN (with withdrawal of conflicting national standards), CEN and/or CENELEC claim(s) the payment of a royalty calculated on the basis of reference prices reproduced in Annex A. This royalty corresponds to 30 % of the reference price of the EN concerned multiplied by the number of copies of the national standard sold outside the domestic territory.
- 6.2 In the case of sales inside or outside the domestic territory of the Affiliate of a national standard not fully respecting the implementation conditions for the EN (in particular regarding the withdrawal of conflicting national standards) CEN and/or CENELEC claim(s) the payment of a royalty calculated on the basis of reference prices reproduced in Annex A. This royalty corresponds to 30 % of the reference price of the EN concerned multiplied by the number of copies of the national standard sold inside and outside the domestic territory.
- 6.3 The royalties have to be paid every semester to CEN and/or CENELEC:
- in case the Affiliate is using an official CEN/CENELEC language (E/D/F),
  - in case the Affiliate translated the EN in a language other than the ones of the CEN and/or CENELEC National Members or Affiliates.
- 6.4 The royalties have to be paid every semester to the corresponding CEN and/or CENELEC National Member or Affiliate if a language version of this Member or Affiliate is used.

### **Article 7 – Indemnification**

CEN and/or CENELEC warrant that the use and sales of CEN/CENELEC publications will not infringe any third party intellectual property rights.

Nevertheless, in the case where an Affiliate is sued by reason of an infringement of third parties' intellectual property rights in the Territory, the Affiliate shall promptly inform CEN and/or CENELEC thereof, and the defence of the suit will be done in cooperation between CEN and/or CENELEC and the Affiliate who will share the possible costs and indemnities.

### **Article 8 – Logo**

Throughout the duration of the present Agreement, CEN and/or CENELEC grant to the Affiliate the right to distribute CEN and/or CENELEC publications under the logo "CEN" and/or "CENELEC" according to the graphics in Annex B which may be used by the Affiliates with their own logo. The CEN and CENELEC logos are and will remain the property of respectively CEN and CENELEC.

### **Article 9 – Duration and Default**

This Agreement is applicable from the date of its signature and shall remain in force for each of the signatories for as long as the Affiliate remains an Affiliate of CEN and/or CENELEC.

In the event that an Affiliate defaults in the performance of the obligations in this Agreement and fails to remedy the default within 30 days of being notified, the Affiliate shall be referred to the CEN Administrative Board (CEN/CA) and/or to the CENELEC Administrative Board (CENELEC/CA) for appropriate disciplinary action.

### **Article 10 – Relationship of parties**

The parties shall act as independent contractors hereunder, and nothing in this Agreement shall be construed to give either party the power or authority to act for, bind or commit the other party.

### **Article 11 – Governing law, jurisdiction and languages**

This Agreement will be executed by the parties in good faith.

This Agreement shall be construed in accordance with and governed by Belgian law.

In case of any disputes, the courts in Brussels, Belgium, are solely competent over all suits arising out of or in connection with this Agreement.

Prior to filing suit, reasonable efforts to reach an amicable settlement shall be undertaken by both parties.

The agreement text is available in English and French. In the event of litigation before a Belgian court, the French version shall prevail.

### **Article 12 – Severability**

In the event that any provision contained herein would be cancelled or would become invalid under Belgian law, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such an event, such provision shall then be changed or interpreted as to best accomplish the objective previously fulfilled by the provision.

For whatever reason should the present agreement be terminated between CEN and/or CENELEC and one or several of its Affiliates, the execution of the Agreement contract would continue with the remaining Affiliates.

### **Article 13 – Devolution**

This Agreement and each and every covenant, term and condition herein is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

## Article 14 – Correspondence

Unless otherwise provided herein, any notice or correspondence (hereinafter collectively referred to as the 'Correspondence') required under Article 3 hereof shall be sent by registered mail with acknowledgement of receipt or any other equivalent mode of postage.

- All correspondence to CEN and/or CENELEC shall be addressed as follows:

CEN  
Attention of the Secretary General  
Avenue Marnix 17  
B – 1000 Brussels

or

~~CENELEC~~  
~~Attention of the Director General~~  
~~Avenue Marnix 17~~  
~~B – 1000 Brussels~~

- All correspondence to an Affiliate shall be addressed to the relevant Affiliate at the following address:

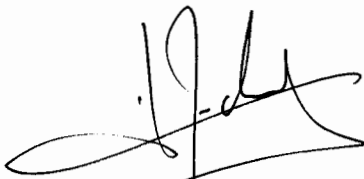
State Committee for Standardization of the Republic of Belarus (BELST)  
93 Starovilensky tract  
Minsk 220053  
Belarus

In witness whereof this Agreement has been executed in Brussels on:

Date: 22 October 2009

For CEN

For the Affiliate



Mr. Gaston Michaud  
CEN Secretary General



Mr. Valery Koreshkov  
Chairman  
State Committee for Standardization  
of the Republic of Belarus

## Annex A

### Reference prices based on the English version of the ratified text of the EN

A	22,00	1 – 2
B	25,00	3 – 4
C	29,00	5 – 6
D	33,00	7 – 9
E	37,00	9 – 10
F	41,00	11 – 12
G	45,00	13 – 14
H	49,00	15 – 16
J	52,00	17 – 18
K	56,00	19 – 20
L	60,00	21 – 23
M	64,00	24 – 26
N	68,00	27 – 29
P	72,00	30 – 32
Q	76,00	33 – 35
R	80,00	36 – 40
S	84,00	41 – 45
T	89,00	46 – 50
U	94,00	51 – 60
V	100,00	61 – 70
W	107,00	71 – 80
X	115,00	81 – 100
XA	123,00	101 – 120
XB	131,00	121 – 150
XC	139,00	151 – 180
XD	147,00	181 – 210
XE	155,00	211 – 240
XF	165,00	241 – 280
XG	177,00	281 – 320
XH	189,00	321 – 360
XJ	201,00	361 – 400
XK	210,00	401 – 475
XL	219,00	476 – 580
XM	228,00	581 – 690
XN	236,00	691 – 800
XP	245,00	801 – 920
XQ	254,00	921 – 1 050
XR	263,00	1 051 – 1 180
XS	275,00	1 181 – 1 290
XT	287,00	1 291 – 1 400
XU	300,00	1 401 – 1 580
XV	313,00	1 581 – 1 790
XW	326,00	1 791 – 2 000
XZ	9,00	

**Annex B**

**CEN and CENELEC logos**

**CEN logo**



**CENELEC logo**

