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**AGREEMENT ON THE STATUS OF AN AFFILIATE  
WITH CEN**

between

**THE EUROPEAN COMMITTEE FOR STANDARDIZATION (CEN)**

**AND**

**THE ALBANIAN GENERAL DIRECTORATE OF STANDARDIZATION (DPS)**

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## AGREEMENT ON THE STATUS OF AN AFFILIATE WITH CEN

The European Committee for Standardization (hereinafter referred to as CEN), an International Non-Profit Organization incorporated under Belgian law the registered office of which is at 17, avenue Marnix, 1000 Brussels, Belgium, duly represented by Mrs Elena Santiago Cid, acting in capacity of Director General,

on the one part,

and

The Albanian General Directorate of Standardization (hereinafter referred to as DPS), with registered office at "Mine Peza" Str. No 143/3, 1014 Tirana – Albania, represented for the purpose of signing this agreement by Mr. Riza Hasanaj, Director General of DPS, duly entitled to sign,

on the other part,

hereinafter referred to individually as "the Party" or collectively as "the Parties".

### Whereas

- CEN has the institutional responsibility and authority, in application of the Regulation (EU) 1025/2012, for proposing, editing and adopting European Standards and other technical deliverables for products and services brought on the European market;
- The CEN General Assembly has defined the principles covering the CEN policy of partnership with National Standardization Bodies outside its Membership in the CEN-CENELEC Guide 12 - *The concept of Affiliation with CEN and CENELEC* and in the CEN-CENELEC Guide 13 - *The concept of a Companion Standardization Body with CEN and CENELEC*;
- DPS is the officially recognised National Standardization Body (NSB) in Albania and in this capacity develops, publishes, sells and distributes national standards and other publications;
- The Parties promote the international harmonization of standards in the framework of ISO (International Organization for Standardization) in their respective areas of competence;
- The Parties wish to remove technical barriers to trade; to improve economic, scientific and technical exchanges; to ensure the compatibility and interchangeability of supplied products and their safety for human life, health and private property; and to promote environmental protection;
- CEN-CENELEC Guide 12 - *The concept of Affiliation with CEN and CENELEC* defines the status and the conditions for granting the Affiliate status, the rights



and obligations of the Affiliate and of CEN, and indicates the principles and information sources for the calculation of the annual fee;

- DPS is eligible to the status of Affiliate with CEN and has expressed its willingness to strengthen its cooperation with CEN and to better integrate its structures, especially through observership in technical committees, adoption of European *home-grown* standards and transfer of European knowledge and experience;
- DPS has applied for Affiliate status with CEN and was granted this status by the CEN General Assembly;
- DPS acknowledges the CEN copyright ownership on standards and other technical deliverables, as well as the conditions for adoption and distribution of CEN standards and other technical deliverables in third countries, as stipulated in the CEN-CENELEC Guide 10 - *Policy on dissemination, sales and copyright of CEN-CENELEC Publications*.

**The Parties have agreed as follows:**

## **1. OBJECTIVES OF THE AGREEMENT**

The objective of this Agreement is to establish the status of DPS as an Affiliate with CEN, to define the rights and obligations it creates for both Parties and the related cooperation modalities, in accordance with the CEN-CENELEC Guide 12 - *The concept of Affiliation with CEN and CENELEC*.

## **2. INTERPRETATION**

2.1. In this Agreement, unless otherwise stated, the following definitions shall apply:

- a) CEN "Standards", "EN(s)" or "technical deliverable(s)" shall be understood as a reference to *home-grown* European standards and other technical documents, produced by CEN, which are not identical to any ISO standard or technical deliverable;
- b) "Definitive Language Version" shall mean the text of an EN, translated by a CEN Member, an Affiliate or CSB into a language other than one of the three official languages of CEN whose accuracy has been certified in accordance with CEN-CENELEC Internal Regulations;
- c) "Intellectual Property" shall mean any patent, copyright, design, trademark or other industrial or intellectual property right included in or linked with CEN ENs and other technical deliverables;

- d) "Ratified Text" shall mean the text of an EN that has had a positive vote by CEN Members and incorporates any accepted corrections notified during the voting process;
  - e) "Territory" shall mean Albania.
- 2.2. Any reference in this Agreement to any provision of CEN-CENELEC Guides or statutory acts shall be intended as a reference to that provision as amended, re-enacted or extended, which is in force at the relevant time.

### **3. GENERAL OBLIGATIONS OF AN AFFILIATE**

DPS shall comply with the rules set or to be set in the future by the CEN Statutes, the CEN-CENELEC Internal Regulations, Guides and other relevant resolutions taken by the General Assembly and Administrative Board of CEN, including financial obligations.

### **4. PARTICIPATION IN CEN GENERAL ASSEMBLY MEETINGS**

- 4.1. CEN shall invite DPS on a yearly basis to participate, without voting rights, in the CEN Ordinary General Assembly in June, with a maximum of two participants and an interpreter.
- 4.2. In view of the CEN Ordinary General Assembly in June, DPS shall provide to CEN, no later than five weeks before the date of the meetings, a brief report indicating strategic, policy and technical highlights from the past year, that are relevant in the context of this Agreement.
- 4.3. Upon agreement of the CEN General Assembly, CEN may invite DPS to participate in identified bodies with an open character, with a maximum of two participants and an interpreter.

### **5. PARTICIPATION IN CEN TECHNICAL BODIES WITH THE STATUS OF OBSERVER**

- 5.1. DPS may appoint experts as observers to an unlimited number of CEN Technical Bodies of interest to it.
- 5.2. Any request for observership in a particular Technical Body shall be addressed via an official letter to CEN in accordance with Article 10 of the present Agreement.
- 5.3. CEN will timely grant the requested observership on the basis of information received from DPS.
- 5.4. There shall be no limitation to the participation in Subcommittees and Working Groups dependent from the concerned Technical Body.
- 5.5. When an observership is granted, DPS shall be entitled to:

- a) Appoint a maximum of three experts and an interpreter to participate in the works of the relevant Technical Body. The experts shall be invited to the Technical Body meetings and have access to its documents in accordance with CEN and CENELEC Internal Regulations – Part 2;
  - b) Submit comments in accordance with CEN and CENELEC Internal Regulations – Part 2;
  - c) Circulate the drafts stemming from those Technical Bodies where it has observership, and which are submitted to Enquiry, UAP and Formal Vote, in accordance with the provisions of CEN-CENELEC Guide 10 - *Policy on dissemination, sales and copyright of CEN-CENELEC Publications*.
- 5.6. Experts appointed by DPS as observers in CEN Technical Bodies shall abide by the rules that govern their work, as laid out in CEN-CENELEC Internal Regulations - Part 2, and shall have the following specific obligations:
- a) To participate on behalf of and represent the views of their mirror Technical Body;
  - b) To strictly restrict the distribution and use of CEN Technical Body working documents to the respective mirror Technical Body that they represent, for internal review only;
  - c) To timely inform the CEN Technical Body of any national deviation or special national conditions in the Territory of Albania, in relation to the EN or other technical deliverable under development;
  - d) To send a report on a yearly basis to the CEN Technical Body observed, no later than one month before its Plenary Meeting, covering the current state of play in their sector and in the scope of activity of the concerned CEN Technical Body, the use made of the standards they have access to, and the planning of activities for the next year.
- 5.7. DPS shall apply the “Standstill policy” in the mirror Technical Body of any CEN Technical Body where it appointed observers, in accordance with the CEN-CENELEC Internal Regulations - Part 2.
- 5.8. DPS shall adopt the ENs developed by the Technical Bodies in which it participates with an observer status, as national standards, in accordance with the CEN-CENELEC Guide 10 - *Policy on dissemination, sales and copyright of CEN-CENELEC Publications*, and withdraw conflicting national standards. This obligation applies to any EN published from the date of activation of the observership, and to which development observers appointed by DPS had an opportunity to contribute.

**6. ACCESS TO CEN REPOSITORIES OF STANDARDS AND OTHER TECHNICAL DELIVERABLES OR PUBLICATIONS**

- 6.1. Following the signature of this Agreement, and upon fulfilment of obligations as per Article 8, DPS shall benefit from a direct access to CEN repositories of ENs and other technical deliverables.
- 6.2. The access of DPS to CEN repositories of ENs and other CEN technical deliverables shall be strictly limited to the purpose of facilitating the review of CEN ENs or other CEN technical deliverables in view of an expected identical national adoption, or for the purpose of facilitating the identical national adoption of CEN ENs or other CEN technical deliverables. Any use, for any other purpose than those indicated above, is not licensed.
- 6.3. DPS shall regularly report about the actual outcome of the use of CEN ENs or other CEN technical deliverables, in accordance with the guidelines provided by the "CEN-CENELEC Management Centre" (hereafter CCMC). This reporting shall notably cover any national adoption of CEN ENs or other CEN technical deliverables, as well as the withdrawal of conflicting standards.
- 6.4. CEN reserves anytime the exclusive right to suspend this access in case of suspected abuse or infringement of Articles 6.2. and 6.3., and may request DPS to provide an audited report on the actual use of CEN ENs or other CEN technical deliverables retrieved from its repositories.
- 6.5. DPS is entitled to receive and distribute corporate publications of CEN, such as the Annual Report, Catalogue of standards, press releases, as well as any other guidance document and corporate publications, in accordance with CEN practice.

**7. ADOPTION, MARKETING AND SALE OF CEN STANDARDS AND OTHER CEN TECHNICAL DELIVERABLES**

- 7.1. For any matter related to the adoption, marketing and sale of CEN ENs and other CEN technical deliverables, DPS shall strictly apply the CEN-CENELEC Guide 10 - *Policy on dissemination, sales and copyright of CEN-CENELEC Publications*. In case of doubt regarding the correct implementation of the provisions of this Guide, DPS shall seek advice from CCMC.
- 7.2. **Conditions of adoption**
  - a) DPS shall adopt CEN ENs or other technical deliverables without any modification except as set out in Article 7.2.f) and Article 7.2.g) below.
  - b) DPS shall only use for adoption a Ratified Text in one of the three official languages of CEN (English, French and German), or a Definitive Language Version. Should DPS intend to adopt a Definitive Language Version, it shall liaise with CCMC to be advised on the applicable process and rules.



- c) Should DPS intend to translate the EN for its adoption, into a language where no Definitive Language Version exists, it shall liaise with CCMC to be advised on the applicable process and rules.
- d) A national adoption of an EN shall have the EN number and date as part of the national reference of the standard clearly printed on the front cover and shall include the following statement:

*"This national standard is the identical implementation of EN (number and date) and is adopted with the permission of the European Committee for Standardization -CEN, Avenue Marnix 17, B-1000 Brussels, Belgium"*
- e) With the adoption of an EN as a national standard, DPS shall withdraw any conflicting national standards.
- f) Any modification to a Ratified Text or a Definitive Language Version of an EN or technical deliverable in the process of national adoption shall only be allowed in very exceptional instances, and for minor matters only. Such modification may only be made with the express written permission of CEN and subject to such conditions as CEN may request, including when appropriate the conclusion of a separate license agreement. In such case, the front cover shall include the following statement:

*"This national standard is based on EN (number and date) and parts of this standard are reproduced with the permission of the European Committee for Standardization - CEN, Avenue Marnix 17, B-1000 Brussels, Belgium"*
- g) Should CEN consider, at its sole discretion, that a modification to a Ratified Text or a Definitive Language Version in the document that DPS is in process of adopting nationally alters substantially the content of the related EN or technical deliverable, it shall licence the use of that EN or technical deliverable following the conclusion of a separate license agreement.
- h) DPS shall notify CCMC of the ENs or technical deliverables adopted under the terms of this Agreement and send an electronic copy of the corresponding national standards to CCMC.

**7.3. Marketing and sales of national adoptions of ENs**

- a) There shall be no limitation on marketing and sale within the Territory of DPS of any EN or technical deliverable adopted as a national standard in accordance with this Agreement.
- b) DPS shall neither seek customers for -nor carry out active promotion of- any EN or technical deliverable adopted under this Agreement in the territories of CEN Members, other CEN Affiliates or CEN "Companion Standardization Bodies" (hereafter CSBs), when that national standard is in one of the official languages of one of the CEN Members, other CEN Affiliates or CEN CSBs. For the purposes of this Agreement, accepting purchase orders via a website is not considered as active promotion, hence it is allowed.



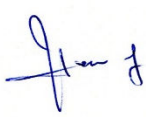
- c) DPS may sub-contract a third party distributor to sell their national adoptions of ENs. In such cases, DPS has to take all the necessary measures to ensure that all the provisions of this Agreement are respected by the third-party distributor.
- d) DPS shall not represent any national standard adopted under this Agreement as having the status of EN in any of its advertisements or other promotional material or activity or in any of its communications with customers or the general public.

**7.4. Financial compensations**

- a) The ENs or technical deliverables adopted without any modification in compliance with Articles 7.2.a) to 7.2.e) and sold inside the Territory shall not be subject to any royalty.
- b) The ENs or technical deliverables adopted without any modification in compliance with Articles 7.2.a) to 7.2.e) and sold outside the Territory shall be subject to payment of a royalty to CEN of 30% of the CEN Reference Prices (to be provided by CCMC upon signature of this Agreement and updated on a yearly basis) for the corresponding ENs or technical deliverables adopted at the time of the sale.
- c) The ENs or technical deliverables adopted under this Agreement in accordance with Article 7.2.g) may at the discretion of CEN be subject to a royalty of up to 60% of the CEN Reference Prices for the corresponding ENs at the time of the sale or alternatively to an upfront lump sum payment, whether such sales are within the Territory or outside it.

**7.5. Terms of trade**

- a) DPS shall keep an accurate record of all sales of any national standard adopted in accordance with this Agreement, and shall render a sales statement in accordance with the frequency and method as advised by CCMC.
- b) DPS shall pay to CEN any sum due within thirty days of an invoice being rendered by CEN in accordance with the sales statement.
- c) If requested by CEN, DPS shall provide, at its own expenses, a report from its external auditors on the accuracy of the information submitted to CEN regarding the payment of royalties under this Agreement for a specific financial year within ninety days after the end of that year. CEN further reserves the right, at its own discretion and expense, to inspect the relevant part of DPS's books, either directly or by means of a qualified agent as necessary.
- d) DPS shall make all payments of the sums payable under this Agreement to CEN without any deduction other than the amount (if any) it is required to deduct by law. In such a case, DPS shall give to CEN proper evidence as to the deduction made and its payment over to the relevant body.





- e) If DPS is required to make such a deduction, it shall do everything within its power that may be reasonably necessary to enable or assist CEN to claim exemption.

## **8. FEES OF AN AFFILIATE**

- 8.1. DPS shall pay an annual fee linked to its Affiliate status with CEN.
- 8.2. The level of the annual fee is defined in the CEN-CENELEC Guide 12 - *The concept of Affiliation with CEN and CENELEC*. Should the CEN General Assembly revise the aforementioned Guide, including the annual fee, DPS shall be timely notified of that decision.
- 8.3. CEN shall send an invoice to DPS to cover the annual fee, in the first quarter of the year. DPS shall pay the annual fee to CEN within one month from the date of the invoice. For the first year of implementation of the Agreement, the annual fee shall remain the same as in 2016. From 2018 onwards, DPS shall pay the annual fees according to the CEN-CENELEC Guide 12 - *The concept of Affiliation with CEN and CENELEC* as described in Article 8.2 of the Agreement. The Affiliate status and related benefits shall be activated upon payment of the first annual fee.
- 8.4. In case of non-fulfilment of Article 8.3. by DPS, CEN reserves the right, at its discretion, to suspend part or all of the rights granted to DPS under this Agreement.
- 8.5. Should the Agreement be terminated in accordance with Article 11.1. or Articles 11.2.a), b) or c), there shall be no reimbursement, either partial or in full, of the annual fee paid by DPS. Equally, DPS remains bound to paying any pending invoice.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. CEN policy and practices on Intellectual Property Rights are defined in the following CEN-CENELEC Guides: CEN-CENELEC Guide 10 - *Policy on dissemination, sales and copyright of CEN-CENELEC Publications* (copyright); CEN-CENELEC Guide 8 - *Guidelines for implementation of common IPR policy on Patents* (patents); CEN-CENELEC Guide 24 - *Use and protection of trademarks and domain- names of CEN and CENELEC* (trademarks). DPS acknowledges that this Agreement is subject to the rules on Intellectual Property Rights as defined in these Guides.
- 9.2. DPS accepts that the copyright of CEN publications and/or any other intellectual property rights of CEN, whatever their nature or origin, shall remain the exclusive property of CEN and shall be used by DPS in accordance with this Agreement or otherwise upon instruction as provided by CEN.

- 9.3. Should DPS intend to make use of the CEN trademark or logo, it shall liaise with CCMC to receive appropriate guidance and instructions.

#### **10. COMMUNICATION BETWEEN THE PARTIES**

- 10.1. Any notice or other information required or authorized by this Agreement to be given by either Party to the other may be sent by electronic means (email, fax), by registered mail or other postal means as appropriate at the registered address referred to in this Agreement.
- 10.2. Any notice or other information sent by electronic means is deemed to have been duly received on the date of transmission, unless otherwise demonstrated.
- 10.3. Any formal communication relevant to this Agreement should be sent to the following contacts:
- a) For CEN:
    - i. CEN Director External Relations, for formal notices ;
    - ii. CEN International Cooperation Unit, for any communication on operational matters.
  - b) For DPS: Director of Legal Affairs and Communication.

#### **11. DURATION AND TERMINATION**

- 11.1. This Agreement shall come into force following the signature by both Parties and upon payment of the first annual fee. It shall continue unless terminated by either Party with six months' notice in writing to the other Party.
- 11.2. This Agreement shall terminate with immediate effect, upon notification, in the following cases:
- a) Failure to pay annual fees: if DPS fails to pay, in the given payment terms, the invoice on the annual fees linked to its Affiliate status;
  - b) Breach of provisions: In the event of breach of the provisions of this Agreement by DPS, to which it has failed to take remedy after the notification of such a breach by CEN;
  - c) Force Majeure: in case either Party is prevented beyond its willingness from carrying out any longer this cooperation;
  - d) Dissolution or liquidation: in case either Party enters into dissolution or liquidation procedure.

#### **12. NATURE OF AGREEMENT**

- 12.1. This Agreement is exclusively directed to DPS in its capacity as an Affiliate with CEN. Without prejudice to Article 7.3.c), DPS shall not assign, sub-contract or

otherwise delegate any of its obligations or dispose of any of its rights under this Agreement without the written consent of CEN.

- 12.2. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, arrangements and understandings between the Parties with respect thereto.
- 12.3. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

**13. APPLICABLE LAW**

- 13.1. This Agreement shall be governed by the Laws of Belgium.
- 13.2. In the event of any inconsistency or problem arising under or resulting from this Agreement, it shall be amicably solved by the Parties.
- 13.3. If the above-mentioned inconsistency or problem cannot be solved amicably by the Parties, it shall be brought before the competent court of Belgium.

Done in two original copies in the English language,

**Signed for and on behalf of DPS**

Mr. Riza Hasanaj  
DPS Director General

Date (2017/05/04): \_\_\_\_\_

Signature: \_\_\_\_\_



**Signed for and on behalf of CEN**

Mrs. Elena SANTIAGO CID  
CEN Director General

Date (2017/05/24): \_\_\_\_\_

Signature: \_\_\_\_\_

*Nr. 181. Prot  
Dt. 04.05.2017*