



ISO/TC 46/SC 9

Identification and description

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Secretariat: ANSI (United States)

### **Call for candidates ISTC RA**

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Background: Attached please find the call for candidates to become the Registration Authority for ISTC (International Standard Text Code) - ISO 21047. Please register your interest assuming the ISTC Registration Authority by responding to the committee ballot on or before the deadline of March 21, 2019. If your organization is not interested but you know of an organization that would be interesting in assuming the Registration Authority, please feel free to share this call for candidates with them.

Committee URL: <https://isotc.iso.org/livelink/livelink/open/tc46sc9>



**CALL FOR CANDIDATES**  
**for the Registration Authority for ISO 21047**  
**International Standard Text Code (ISTC)**

ISO TC46/SC9 is continuing the development of standard, ISO 21047, *Information and documentation – International Standard Text Code (ISTC)*, to provide an identification data element for applications that record and exchange information about textual works or related manifestations. The ISTC standard will require a Registration Authority for its implementation and ongoing operation. The Registration Authority will be appointed by ISO TC46/SC9 in accordance with Annex H of the ISO/IEC Directives Part 1 (see Attachment A) to operate as the ISTC Registration Agency (ISTC/RA). The Registration Authority Agreement (RAA) between the ISTC Agency Limited (IIA) and ISO was terminated following the liquidation of IIA. Therefore, SC9 is looking for candidates to assume the RA for ISO 21047.

**ISO TC46/SC9 invites proposals from qualified organizations interested in serving as Registration Authority for ISO 21047.**

This document sets out the qualifications and evaluation criteria for the Registration Authority for the International Standard Text Code (ISTC) as defined in the International Standard ISO 21047.

Respondents to this Call for Candidates must address the points outlined in Section 8 below.

The official appointment of the successful candidate agency will require nomination by the voting membership of TC46/SC9, and final approval by the ISO Council.

**Submit responses to:**

ISO/TC 46/SC 9 Secretariat  
Attention: Todd Carpenter  
National Information Standards Organization (NISO)  
3600 Clipper Mill Road, Suite 302  
Baltimore, MD 21211  
United States of America  
Telephone: +1-301-654-2512  
E-mail: [tc46sc9@niso.org](mailto:tc46sc9@niso.org)  
Fax: +1- 410.685.5278

**Electronic responses via e-mail are preferred.**

**Deadline for responses:**

ISO TC 46/SC 9 Secretariat / Secrétariat:  
National Information Standards Organization (NISO)  
3600 Clipper Mill Rd.  
Suite 302  
Baltimore, MD 21211  
USA

Telephone – Téléphone: (301) 654-2512  
Fax : (410) 685-5278  
E-mail / Courriel: [tc46sc9@niso.org](mailto:tc46sc9@niso.org)  
Website:  
[www.niso.org/workrooms/tc46sc9/](http://www.niso.org/workrooms/tc46sc9/)

Responses with accompanying documentation must be received by 23:59 UTC on [60 days from issuance].

## **1. About ISO and TC46/SC9**

The International Organization for Standardization (ISO) is a non-governmental organization established in 1946 for the purpose of facilitating the international coordination and unification of industry standards. ISO is a network of the national standards institutes of some 160 countries, with its headquarters in Geneva.

For more information: <http://www.iso.org/iso/en/aboutiso/introduction/index.html>

Technical Committee (TC) 46 is the ISO committee charged with responsibility for ISO standards in the field of information and documentation. Its Subcommittee 9 (SC9) is responsible for ISO standards on identification and description within the field of information and documentation. The draft ISTC standard was developed within Working Group 3 (WG3) of ISO TC46/SC9. The Secretariat that manages TC46/SC9's programme of work is provided by the American National Standards Institute (ANSI) through the National Information Standards Organization (NISO).

For more information: <http://www.niso.org/international/sc9>

## **2. Purpose of the ISTC**

The ISTC will identify the identification data element which is applicable to any textual work, whenever there is an intention to produce such a textual work in the form of one or more manifestations. It provides an identification data element for applications that record and exchange information about textual works and related manifestations. ISTC is not applicable to manifestations of a textual work, including any physical products or electronic formats.

## **3. Status of the ISO 21047 draft standard**

The ISTC standard (ISO 21047) was originally published in 2009. The standard was in the process of being revised and approved for publication. The approval process was discontinued when it was discovered that there was no Registration Authority. This standard requires a Registration Authority (RA), the revision work on the standard will not resume and the standard will not be published until a signed agreement with the chosen RA is in place with ISO. A copy of ISO 21047, *International Standard Text Code (ISTC)*, will be provided on request from the secretariat to anyone wishing to respond to this call for RA candidates.

## **4. Candidate organizations**

A candidate organization for the role of Registration Authority for ISO 21047 can be a commercial or non-commercial entity, or a consortium established as an organization. Subject to its contract with ISO, the RA may charge fees for services directly related to the process of registration and assignment of ISTC on a cost recovery basis only.

The RA candidate needs to comply with the following qualifications:

- it is a legal entity;
- it is committed to serving as the RA for ISO 21047;
- it is able to technically carry out the functions specified by ISO 21047 and the template Registration Authority Agreement (see Attachment B);
- it enjoys a sound financial structure that requires no financial contribution from ISO or its members;
- it is prepared to charge fees for the services provided under the standard in accordance with the template Registration Authority Agreement, which restricts the level of fees to those necessary to recover costs.;
- it is able to operate on an international level
- will abide by the requirements in Annex H of the *ISO/IEC Directives, Part 1, Consolidated ISO Supplement*, 2018 (see Attachment A); and
- will agree to the terms in the *ISO Registration Authority Template Agreement* (See Attachment B).

The organization selected by the SC9 membership must meet these criteria for ISO to approve the RA contract.

A successful candidate should be prepared to begin performing the functions of the Registration Authority in overseeing the establishment and implementation of the ISTC system on or before July 31<sup>st</sup>, 2019 or later if necessary and agreed upon.

## **5. Appointment process**

The selection process of the RA candidate will be transparent and based on reasonable and non-discriminatory conditions. The main criteria for selecting the RA candidate will be its efficiency and sustainability in implementing the tasks and obligations of the RA.

This invitation to apply as an RA candidate will be distributed to all members of TC46/SC9, who will be encouraged to distribute it further to potential candidates, and publicly posted/announced in various forums to ensure the widest possible notification of potential candidates.

Candidate organizations must submit responses to this Request for Candidates in writing to the ISO TC46/SC9 Secretariat before 23.59 UTC on [60 days following issuance].

The response must be accompanied by documentation demonstrating that the candidate organization can fulfil the responsibilities and qualifications specified in this Call for Candidates (see Section 7).

The ISO TC46/SC9 Secretariat will provide the responses to the ISTC Working Group (TC46/SC9/WG3), who will evaluate the responses and make a recommendation to the full

committee. This recommendation will then be balloted to the SC9 committee for 30 days. The TC46/SC9/WG3 in conjunction with the proposed RA candidate will respond to any comments received during the ballot within 30 days of the ballot conclusion. If the candidate RA has been approved, the ISO TMB will then be requested to approve the candidate RA and a contract will then be negotiated by the ISO Central Secretariat.

## **6. Timeframe for appointment process**

2019-01-18	Call for Candidates issued.
[60 days later]	Deadline for submission of responses and accompanying documentation to the ISO TC46/SC9 Secretariat.
[45 days later]	SC 9/WG3 evaluates responses and recommends the RA candidate.
[30 days later]	The recommended RA is balloted to the members of TC46/SC9 for approval.
[30 days later]	TC46/SC9/WG3 in conjunction with the proposed RA candidate responds to any comments from the ballot.
[2 weeks later]	Assuming approval, the voting report with comment responses is distributed to SC9 members and forwarded to the ISO Technical Management Board (TMB) for final approval
	ISO and the nominated organization agree on the contract for the ISTC Registration Authority for ISO 21047.
2019-07	Note – The timing of this appointment will depend on contractual discussions between ISO and the nominated organization as well as the schedule for ISO Technical Management Board meetings during this period.
2019-07	The Registration Authority for ISO 21047 is established and commences operations.

## **7. Responsibilities of the Registration Authority for ISO 21047**

The responsibilities of the Registration Authority for ISO 21047 are defined in Annex C of the standard and reproduced below.

The ISTC Registration Authority shall provide the following services.

- Promote, coordinate and supervise the ISTC system in accordance with the specifications of this International Standard [ISO 21047].

- Allocate unique ISTC registration elements for use within ISTC assignments and maintain an accurate register of the ISTC registration elements that have been assigned.
- Maintain registers of ISTC numbers and their associated ISTC metadata and administrative metadata.
- Develop, implement, monitor and enforce policies and procedures governing its operations and the process of ISTC registration.
- Develop, implement, monitor and enforce policies and procedures regarding access to the ISTC registers that it maintains. Every effort shall be made to maintain the confidentiality of administrative data.
- Facilitate the review and resolution of duplicate applications for, or registration of, textual works.
- Review and decide on appeals of decisions made in such matters as;
  - Rejection of ISTC applications;
  - Disputes concerning the accuracy of the ISTC metadata for a textual work.
- Develop documentation (including a handbook) for users of the ISTC system.
- Process applications for ISTC allocations.
- Issue notification of the issuance of an ISTC to the registrant for the textual work.
- Issue notification of the application and/or allocation of an ISTC for a textual work that is a derivation of a textual work that has already been issued an ISTC:
  - To the registrant of the textual work from which the new textual work is derived;
  - At the discretion of the ISTC Registration Authority, any other person or organization that requests such notification.
- Correct inaccurate ISTC metadata if appropriate proof of such inaccuracy is provided.
- Enter the details of each allocated ISTC and its associated ISTC metadata and administrative metadata into registers.
- Manage and maintain the registration of ISTC, ISTC metadata and administrative metadata in a secure fashion and in compliance with the specifications established by the ISTC Registration Authority.
- Make ISTC and their associated ISTC metadata available to users of the ISTC system in accordance with the policies laid down by the ISTC Registration Authority.
- Compile and maintain statistical data on its ISTC-related operations.
- Promote, educate and train others in the use of the ISTC system in compliance with the specifications of ISO 21047.

## 8. Required Elements of Submission

Responses to this Request for Candidates shall include the following:

- 1) Full contact information for the responding organisation including the e-mail address of the responsible person(s) within the organisation.
- 2) A brief description of the activities of the responding organisation and its interest in acting as the ISTC-RA.
- 3) Confirmation that the candidate is an internationally engaged body (that it has the resources and ties to act internationally).
- 4) A statement of the candidate organization's willingness to be the Registration Authority for ISO 21047 and to perform the functions described in ISO 21047 (which can be provided upon request by the secretariat of TC 46/SC 9) and specifically Annex C of the standard (see section 7).
- 5) A statement of the candidate organization's willingness to abide by the requirements in Annex H of the *ISO/IEC Directives, Part 1, Consolidated ISO Supplement, 2018* (Attachment A); and the terms in the *ISO Registration Authority Template Agreement* (Attachment B).
- 6) A description of the legal status of the candidate organization and, if available, its statutes, including a statement as to whether the candidate organization is incorporated and, if so, where.
- 7) A description of the organization's proposed business model for supporting the establishment and ongoing operations of the ISTC system, including the position and role of ISTC registration agencies within that business model.
- 8) A description of the nature of any anticipated fees or other service charges related to the process of ISTC registration or for access to the resolution and query services intended to be recovered on a cost recovery basis.
- 9) A description of the relevant skills, expertise, and resources of the candidate organization for performing those functions.
- 10) A description of the financial, human, communications and information technology resources that the organization will be able to provide for the work of the Registration Authority.

## 9. Optional Elements of Submission

Responses to this Request for Candidates may include the following:

- 1) A description of the organizational and administrative framework that the organization proposes to establish for the ISTC Registration Authority and ISTC registration system, including the nature and composition of the administrative structure that will establish the policies and regulate the operations of the ISTC

system.

- 2) A description of the organization's plans for start-up of the ISTC system and the objectives for its first five years of operation, including its objectives concerning the establishment of ISTC registration agencies.
- 3) A description of how the candidate organization plans to handle the creation and maintenance of the ISTC register and its underlying information technology in such a way as to ensure that each ISTC is assigned to only one link between specific source and specific target, and each link between specific source and specific target is assigned only one ISTC.
- 4) A description of how the candidate organization plans to handle the registration and maintenance of associated metadata for each ISTC assignment, as specified in ISO 21047 (which can be provided upon request by the secretariat of TC46/SC9).
- 5) A description of the mechanism(s) the organization intends to deploy for resolving an ISTC to its reference metadata and for querying the ISTC register.
- 6) A description of the promotional activities and training support that the organization will undertake to ensure proper implementation and use of the ISTC standard.

## 10. Attachments

Attachment A    Annex H of the *ISO/IEC Directives Part 1, Consolidated ISO Supplement 2018*

Attachment B    ISO Registration Authority Template Agreement



## **Annex H** **(normative)**

### **Registration authorities**

**H.1** A technical committee or subcommittee developing an International Standard that will require a registration authority shall inform the Chief Executive Officer at an early stage, in order to permit any necessary negotiations and to allow the technical management board to take a decision in advance of the publication of the International Standard.

**H.2** The technical management board designates registration authorities in connection with International Standards on the proposal of the technical committee concerned.

**H.3** Registration authorities should be qualified and internationally acceptable bodies; if there is no such organization available, such tasks may be conferred upon the office of the CEO by decision of the technical management board.

**H.4** Registration authorities should be required to indicate clearly in their operations that they have been designated by ISO or IEC (for example, by including appropriate wording in the letterhead of the designated body).

**H.5** Registration functions undertaken by the registration authority under the provisions of the relevant International Standard shall require no financial contribution from ISO or IEC or their members. This would not preclude, however, the charging for services provided by the registration authority if duly authorized by the council board.

**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: \_\_\_\_\_