



European Committee for
Postal Regulations (CERP)

AGREEMENT OF LIAISON

CEN, the European Committee for Standardization, an International Non-Profit Organization incorporated under Belgian law the registered office of which is at 23, rue de la Science, 1040 Brussels, duly represented by Mrs Elena Santiago Cid, acting in capacity of Director General,

on the one hand,

and the Organization, indicated as the **Liaison Organization** in the "Agreement Specific Terms" hereafter, on the other hand,

AGREEMENT SPECIFIC TERMS

The Liaison Organization

Name	European Committee for Postal Regulations (CEPT - CERP)
Legal status	CEPT is an independent organisation which cooperates with the European Union, the European Free Trade Association and other relevant intergovernmental organisations as well as with other organisations concerned with posts and electronic communications.
Registered in	Denmark
Registration number	15244607
Represented by	Mr Germán Vázquez, Chairman of CERP and Co-President of CEPT

Administrative Details

Registered address	Nyropsgade 37, 4 floor, 1602 København V, Denmark
Telephone	+45 33 89 63 00
E-mail (official communication)	cerp.secretariat@mitma.es
E-mail (daily management)	cerp.secretariat@mitma.es

Invoicing Details

Invoicing address	CEPT (c/o ECO), Nyropsgade 37, 4 floor, 1602 København V, Denmark
Invoicing addressee	European Conference of Postal And Telecommunications Administrations (CEPT)
Contact person name	Mette Tobiassen
Contact telephone number	+45 33 89 63 04
VAT number (if applicable)	

Technical Committees/bodies	See Annex 1
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hereinafter referred to individually as “the Party” or collectively as “the Parties.”

Whereas

- CEN has the institutional responsibility and authority, in compliance with 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 all stakeholders in the CEN-CENELEC Internal Regulations Part 2 and CEN-CENELEC Guide 25 “The concept of partnership with European Organizations and other stakeholders”;
- CEN and the Liaison Organization recognize the value of cooperating together to facilitate the adoption of European Standards and other technical deliverables;
- The aim of CERP is to examine the postal regulatory affairs in a European context taking into account the changes in the borderlines between regulatory aspects and operational aspects in this domain.
- The Liaison Organization is willing to contribute to the work of identified CEN Technical Committee(s)/body(ies) by providing added-value expertise and high quality contributions through direct participation of its representatives in their meetings;
- The Liaison Organization is eligible to such status of partnership with CEN in accordance with the criteria established in CEN-CENELEC Guide 25 and the CEN-CENELEC Internal Regulations – Part 2;
- The relevant CEN Technical Committee(s), by delegation from the Technical Board, has approved the establishment of this liaison status;
- The members of the Liaison Organization and their experts will continue to contribute to all activities at national level of the relevant technical bodies of the National Standardization Bodies Members of CEN.

Both Parties have agreed upon the following:

Art 1. Scope of this Agreement

This Agreement, by defining the rights and obligations of the Parties, aims at facilitating the contribution of the Liaison Organization to the relevant CEN activities at technical level to ensure high quality and consensus-based technical deliverables.

Art 2. Status of Liaison Organization and indication of Technical Committee(s) / body(ies)

- 2.1 CEN grants the status of Liaison Organization to the Organization indicated in the “Agreement Specific Terms” herein, who accepts it.

- 2.2 The status of Liaison Organization is granted for the Technical Committee(s) / body(ies) listed in Annex 1 at the time of the signature of this Agreement.
- 2.3 The Liaison Organization may request at any time to CEN to be allowed to participate in additional Technical Committee(s)/body(ies) or to withdraw from them. Any participation in new Technical Committee(s)/body(ies) shall be granted by CEN in accordance with the provisions of the CEN-CENELEC Internal Regulations – Part 2 and CEN-CENELEC Guide 25.
- 2.4 Any modification to the list of Technical Committee(s)/body(ies) in Annex 1 of this Agreement shall not require an amendment to the present Agreement, but shall be timely registered in the relevant CEN database by the CEN-CENELEC Management Centre and the amount of the annual financial fees shall be adapted accordingly, as defined in Art. 5.
- 2.5 The list indicating the Technical Committee(s)/body(ies) to which the Liaison Organization has access is renewed automatically for the following year unless otherwise communicated to the CEN-CENELEC Management Centre by the Liaison Organization at the following email address partners@cencenelec.eu, and this by 30 November of the current year at the latest.

Art. 3. Modalities of cooperation

- 3.1 The Liaison Organization, with regard to the identified Technical Committee(s)/technical body(ies) for which liaison status has been - or will be - granted, is entitled:
- a) to receive access, through the appropriate electronic tools, to the working documents associated with the concerned Technical Committee(s)/other technical body(ies) ;
 - b) to appoint one representative per Technical Committee and one representative for each sub-committee/working group of that Technical Committee (see 4.3.2 of CEN/CENELEC Internal Regulations - Part 2). Participation of Liaison Organization representative(s) implies:
 - no voting rights;
 - the possibility to propose technical documents with a view of their possible conversion into CEN deliverables, through the regular consensus and approval process;
 - the possibility to introduce preparatory work as a support to ongoing standardization activities;
 - the possibility to submit technical contributions at the technical body's meetings;
 - the possibility to formulate advice on current and future standards work programmes.
- 3.2 The Liaison Organization ensures that the technical input provided by its representative(s) in the Technical Committees and other technical bodies express the consensus view of the majority of the members of the Liaison Organization.
- 3.3 The Liaison Organization shall contribute to the relevant CEN technical activities defined in this Agreement in full respect of the rules of the CEN-CENELEC Internal Regulations - Part 2, of other relevant guidelines, including CEN-CENELEC Guide 25, and CEN established practices.

Art. 4. Intellectual Property Rights

- 4.1 CEN policy and practices on Intellectual Property Rights are defined in the following CEN-CENELEC Guides: CEN-CENELEC Guide 10 on "Policy on dissemination, sales and copyright of CEN-CENELEC Publications"; CEN-CENELEC Guide 8 "Guidelines for implementation of the common Policy on Patents (and other statutory intellectual property rights based on inventions)"; CEN-CENELEC Guide 24 "Use and protection of trademarks and domain-names of CEN and CENELEC". The Liaison Organization acknowledges that this Agreement is subject to the rules on Intellectual Property Rights as defined in these Guides.
- 4.2 The Liaison Organization accepts that CEN has entire and exclusive copyright on all its publications, even if these include one or more contributions from the Liaison Organization.
- 4.3 CEN accepts that the transfer of copyright on the Liaison Organization's contributions to CEN does not preclude the Liaison Organization from continuing exploiting the concerned contributions for its own purposes and for its own publications.

Art. 5 Financial conditions

- 5.1. The Liaison Organization is charged with an annual fee (+ VAT if applicable) as indicated in the Annex 1 of CEN-CENELEC Guide 25 for its participation in the technical activities of the identified Technical Committee(s) for which the liaison status is granted.
- 5.2. The annual fee shall be paid by the Liaison Organization within one month from the date of the invoice.
- 5.3 If, in the course of the year, CEN grants the Liaison Organization access to a new Technical Committee, CEN shall invoice the corresponding amount of annual fee to the Liaison Organization calculated from the month when the access is granted.
- 5.4. In case a Technical Committee/technical body for which liaison status is granted is declared temporarily "dormant" by CEN, for that period the Liaison Organization shall be exempted to pay the corresponding annual fees.
- 5.5. Should the Agreement be terminated in accordance with Art. 6.2 and 6.3 a), b) or c), there shall be no reimbursement, either partial or in full, of the annual fee paid by the Liaison Organization.

Art. 6 Duration and Termination

- 6.1 This Agreement enters into force at the date of the last signature for an unlimited period. However, should the Liaison Organization stop participating in all the identified Technical Committee(s) and technical body(ies) for which liaison status is granted, the present Agreement shall remain valid, although dormant, for the following 3 years from the date of the last withdrawal. If the Liaison Organization does not request to reactivate or initiate new liaisons with CEN Technical Committee(s) and technical body(ies) before the expiry of the 3 years period, this Agreement will then be automatically terminated.
- 6.2 CEN or the Liaison Organization may decide to terminate this Agreement anytime upon 6 months written notice to the other party.
- 6.3 This Agreement shall terminate with immediate effect, upon notification, in the following cases:

- a) Failure to pay annual fees: in case the Liaison Organization fails to pay in the given payment terms the invoice of the annual fee(s), linked to its participation in the Technical Committee(s)/other technical body(ies).
- b) Breach of provisions: in case of breach of the provisions of this Agreement by the Liaison Organization, and especially those provisions referred to in Art 3.3 and 4.1, to which it has failed to take remedy after the notification of such a breach by CEN.
- c) Force Majeure: in case one of the Parties is prevented from carrying out any longer its obligations under this Agreement.
- d) Dissolution or liquidation: in case either Party enters into dissolution or liquidation procedure.

Art. 7 Other provisions

- 7.1 All communication from CEN to the Liaison Organization shall be sent to the contact persons or to the administrative and invoicing addresses as indicated in the "Agreement Specific Terms" herein.
- 7.2 The Liaison Organization shall notify CEN in due time by email to partners@cencenelec.eu of any change related to its administrative and invoicing addresses, names of contact persons and of any other information that may be relevant for CEN to ensure an efficient management of the present Agreement. The notification of the above-mentioned changes shall not require an amendment to the present Agreement, but shall be timely registered in the relevant CEN database by the CEN-CENELEC Management Centre.
- 7.3 The Parties shall ensure that the personal information that may be necessary to be exchanged and processed within the context of their cooperation under this Agreement, will be processed in accordance with the provisions of the applicable laws, including the EU General Data Protection Regulation (GDPR), and in line with the relevant policies and practices of the Parties.
- 7.4 The Parties undertake to make their best effort to solve amicably any difference arising out of or in connection with this Agreement.

Made in the English language in two (2) originals of which each Party retains a copy.

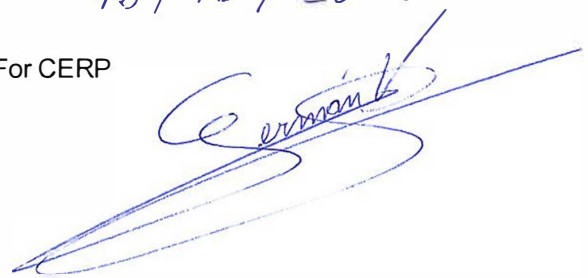
Date 2020-12-21:

Date:

18 / 12 / 2020

For CEN

For CERP



Mrs Cinzia Missiroli

Director Standardization & Digital Solutions

Mr Germán Vázquez

Chairman of CERP

Annex 1

AGREEMENT OF LIAISON ORGANIZATION WITH CEN

List of Technical Committee(s) and technical body(ies)*

The Liaison Organization

Name	European Committee for Postal Regulations (CERP)
Registered address	Nyropsgade 37, 4 floor, 1602 København V, Denmark

At the date of the signature of the Agreement, access and attendance is granted to the above Liaison Organization to:

Technical Committee/ Technical body	Starting date of the liaison
CEN/ TC331 Postal Services	Date of the signature of the agreement

*Any change to this list agreed between CEN and the Liaison Organization shall be recorded in the relevant database at CEN-CENELEC Management Centre and will not require an amendment to this Agreement