

Memorandum of Understanding

Concluded between Comité Européen de Normalisation
Avenue Marnix 17
B – 1000 Brussels, Belgium

Referred to hereafter as "CEN",

and

Comité Européen de Normalisation Electrotechnique
Avenue Marnix 17
B-1000 Brussels, Belgium

Referred to hereafter as "CENELEC",

and

European Telecommunications Standards Institute
650, Route des Lucioles
F-06921 Sophia Antipolis Cedex, France

Referred to hereafter as "ETSI",

Collectively herein referred to as the European Standards Organisations "ESOs"

and

Standardization Organization for the Cooperation Council
for the Arab States of the Gulf (GSO)
Al-Ghadeer Area – Al-Olaya Street
11691 Riyadh

P.O. Box 85245
Kingdom of Saudi Arabia

Referred to hereafter as "GSO"

All organisations collectively herein after referred to as "The Parties"

Whereas :

- CEN, CENELEC and ETSI are recognised European Standards Organizations (ESOs) whose main objectives are to foster innovation and competitiveness, through the production of voluntary standards, removing technical barriers to trade and contributing to the welfare of European citizens;
- GSO is the recognised Regional Standardization Body of the Gulf Cooperation Council (including the following Member States : The State of the United Arab Emirates, the Kingdom of Bahrain, the Kingdom of Saudi Arabia, the Sultanate of Oman, the State of Qatar, the State of Kuwait and the Republic of Yemen) and in this capacity develops, publishes, sells and distributes regional standards and other publications; GSO is also responsible for formulating the systems, regulations, instructions and guides for conformity assessment procedures and for organizing legal and industrial metrology and measurement activities, and following up their application after approval.
- The Parties wish to remove technical barriers to trade and to improve economic, scientific and technical exchanges, to ensure the interoperability of products and services;
- The Parties have expressed their mutual desire to strengthen their cooperation in the field of standardisation and are, for that purpose, signing the present Memorandum of Understanding (MoU);
- CEN and GSO signed a cooperation agreement in 2006;
- CEN and GSO wish to replace the above agreement by the present MoU;
- The Parties agree to include CENELEC and ETSI into the present MoU;

Article 1 Objectives of MoU

The Parties establish this MoU with the following goals:

- To promote overall communication between the Parties;
- To promote mutual understanding of the roles of each organisation in their respective regions;
- To promote the knowledge of the standards development activities of each organisation;

- To adopt a complementary approach to the standardization process in the domains of mutual interest;
- To perform and promote regional standardization (i.e. European Standards in Europe and Gulf Standards in GSO region);
- To contribute to and promote the use of European and international standards, whenever possible;
- To encourage cooperation in order to avoid duplication of work efforts as much as possible.
- To provide mutual support and to collaborate in related international standardization activities in areas of mutual interests.

Article 2 Exchange of Information

The Parties agree to exchange information regularly on standardization through:

- Exchanging institutional documentation (i.e. CEN-CENELEC Internal Regulations and Guides, ETSI Directives, GSO Directives for Technical Work, and GCC Regulatory System) and any other relevant documentation (Annual reports, etc.);
- Establishing relevant contacts for technical work developed through CEN, CENELEC, ETSI and GSO standardization activities; and
- Taking appropriate action in order to facilitate the proper exchange of technical documentation

The Parties shall make information available on their respective websites:

CEN	- www.cen.eu
CENELEC	- www.cenelec.eu
ETSI	- www.etsi.org
GSO	- www.gso.org.sa

Article 3 Cooperation Modalities

The Parties agree to meet regularly in order to exchange views and co-ordinate, as far as possible, their positions on matters of common interest.

GSO and the ESOs agree to allow each other to observe their respective General Assemblies which will permit the parties to meet to exchange views on matters of common interest.

CEN-CENELEC, ETSI and GSO shall each assign a contact person who shall be in charge of keeping the contacts on behalf of their respective organisation.

The ESOs and GSO may exchange relevant working programmes and/or establish joint taskforces in areas of common interest.

The ESOs and GSO may agree to handle the transfer of knowledge activities, e.g. the practical training and study trips of GSO officers at the CEN-CENELEC or ETSI secretariat or member organisation, or for CEN-CENELEC or ETSI officers or one of its members to receive such training at GSO or one of its members.

The ESOs and GSO may agree to arrange experts' workshops, seminars and symposia and exchange specialists and lecturers.

In case of a specific request from one Party to another for workshop, seminar, symposium, training event and/or study trip, the requesting Party will, in principle, engage to cover the associated costs, but this may be decided alternatively by mutual agreement between the ESOs and GSO.

Article 4 Sectors of Cooperation

The Parties, considering the Regulatory Dialogues in the field of standardization and conformity assessment, undertake to co-operate at technical level, amongst others, and as a pilot project in the technical sectors listed in Annex A.

Technical areas of technical cooperation as outlined in Annex A can be updated on regular basis with agreement of both parties.

Additionally, the Parties will share knowledge and exchange best practices in the following areas: engagement with small and medium-sizes enterprises (SMEs), engagement with international and regional standardization bodies, and regulatory cooperation, as well as other areas of mutual interest to the Parties.

Article 5 Adoption, translation and distribution of standards

CEN and CENELEC may give GSO the right to adopt and distribute CEN and CENELEC standards and other technical publications, under the conditions stipulated in CEN-CENELEC Guide 10, which is annexed to this MoU (Annex B).

The translation of CEN and CENELEC standards to be adopted is regulated by the CEN-CENELEC Guide 10.

Adoption, translation and distribution of ETSI Deliverables are not covered by the present MoU. Separate agreements for specific projects will be negotiated as necessary. However, without prejudice to the foregoing, ETSI deliverables are downloadable free of charge in electronic format from the ETSI website.

Adoption, translation and distribution of GSO standards and technical regulations is covered by GSO document on intellectual property rights for standards and technical regulations, which is annexed to this MoU (Annex C).

Article 6 Intellectual Property

All intellectual property rights embodied in deliverables of the ESOs or of GSO, and in any copies thereof, remain with the Party originating them, unless otherwise provided.

Article 7 General Terms and Conflict Resolution

The Parties recognize that the implementation of the activities within the framework of this MoU is dependent on the availability of appropriate funding and resources.

This MoU is made in the English language and in four copies.

The Parties undertake to solve amicably any problem arising under or relating to the interpretation or implementation of this MoU.

Article 8 Commencement, Amendment and Termination

This MoU comes into force on the date of signature of the last Party. It shall remain in effect until such time as one of the Parties requests its termination, giving six months written notice.

All Parties may agree to modify this MoU anytime by written amendment signed by their authorised representatives.

This MoU replaces the previously signed Memorandum of Understanding between GSO and CEN.

Document made available in English in four copies, one for each of the participating parties.

For and on behalf of

Position

For and on behalf of
European Committee for
Standardization

CEN President

Signature

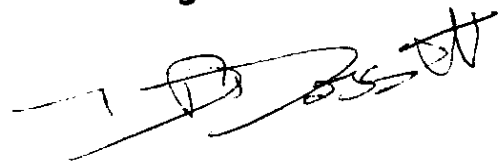


Date

For and on behalf of
European Committee for
Electrotechnical
Standardization

CENELEC President

Signature

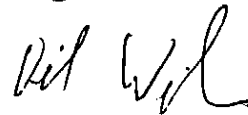


Date

For and on behalf of
European
Telecommunications
Standards Institute

ETSI General Assembly
Chairman

Signature

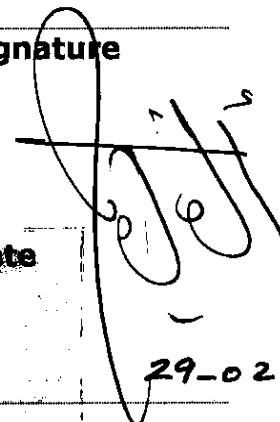


Date

Standardization Organization
for the Cooperation Council
for the Arab States of the
Gulf

GSO Secretary-General

Signature



Date

29-02-12

Annex A to the Memorandum of Understanding between the European Standards Organisations (ESOs) and the GCC Standardization Organization (GSO)

Technical areas of cooperation

- Regional conformity assessment scheme for electrical products
- Infrastructure technology (related to communication, energy and transport)
- TLC (Thin-Layer Chromatography)
- Building automation (Home and Building Electronic Systems, domestic systems and components, electrical installations and related components, alarm installations and components)
- Lighting
- Instrumentation and control of nuclear facilities
- Energy Efficiency of Buildings
- Cooperation on basic standards (metric system, threads, General Product Specifications)
- Machinery
- Transport equipment
- Smart Grids and Smart Cities

هيئة التقييس

لدول مجلس التعاون لدول الخليج العربية

GCC Standardization Organization



Document

On

**Intellectual Property Rights of Gulf Standards and Technical
Regulations**

**General Secretariat
Kingdom of Saudi Arabia
Riyadh 11691
P.O box 85245
Tel: +966-1-2746655
Fax: +966-1-2753310**

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1. Introduction

1.1 This document states the powers and policies to be followed by the member states of GCC standardization organization (GSO) upon acquiring gulf standards and technical regulations so as to protect the intellectual property rights of GSO technical publications. It also specifies the rights and obligations of GSO member bodies regarding these publications to ensure the integrity and validity of the technical content of such publications and being free of potential errors and protects meanwhile the financial revenues of GSO and member bodies alike. This will undoubtedly help encourage cooperation among parties to exchange accurate knowledge on the availability of standards and ensuring their validity and freedom of any possible errors and mistakes.

1.2 This document also aims to organize the process of printing, selling and distributing GSO publications through various media formats, or authorizing any of such rights to a third party without prejudice to GSO property along with the procedures of printing, selling and distributing GSO publications to maintain the revenues of GSO property rights.

2. Terms and definitions

Unless the context stipulates otherwise, the following terms, wherever mentioned in this document, denote the following:

2.1 GSO

GCC standardization organization (GSO) whose logo is as follows:



2.2 Board of Directors

GCC Standardization Organization Board of Directors

2.3 General Secretariat

The General Secretariat of GCC Standardization Organization

2.4 Member States

Member states of GCC Standardization Organization represented by the national standardization bodies, one body for each state.

2.5 Gulf Standard

A document approved by GSO Board of Directors and which specifies, for regular or repeated use, the non-obligatory rules and instructions and the characteristics of products, processes and relevant production methods. It also may define terms and definitions, conditioning and requirements of markings, labels and stickers that apply to products, processes or production methods.

2.6 Gulf Technical Regulation

A document approved by the Board of Directors that specifies the characteristics of products and their related processes and methods of production including the applicable and valid administrative rules that must be adhered to. It may also define terms and definitions, packaging as well as requirements of markings and stickers that apply to products, processes or production methods.

2.7 GSO Technical Publications

Documents that comprise creative and intellectual works issued by GSO, either in electronic formats or in hard copy in Arabic or in both Arabic and English. These publications include Gulf standards, Gulf technical regulations and Gulf guides as well as their drafts issued during stages of their preparation.

2.8 Gulf Guide

A document approved by Board of Directors that contains information or a bundle of procedures on a certain subject with a view to help users and implementers of gulf standards and gulf technical regulations to abide by the technical provisions and conditions at GCC level.

3. Conditions and Provisions

3.1 Pursuant to Berne Convention for the Protection of Literary and Artistic Works and WTO Agreement of the Intellectual Property Rights, the owner of any creative work shall have pure intellectual property rights without adopting any further legal measures. This shall apply to GSO technical publications due to the fact that these publications contain creative works of GSO technical committees, sub-committees and specialized working groups.

3.2 Gulf standards and technical regulations are among GSO publications and all property rights are maintained by GSO accordingly. These standards and regulations shall be made available for copying, distribution and usage for free at Gulf national standardization bodies and governmental bodies within GCC member states only and nowhere else.

3.3 GSO shall maintain the full property right of the Gulf standard and technical regulations as well as their distribution and reproduction. No one or body, other than GSO, is entitled to reproduce or amend the contents of such publications or parts thereof in whatever form or for any purpose and the content of the standard/technical regulation shall not be copied, reproduced, distributed or divulged in no way and for whatever purpose without prior written permission to be obtained from GSO or any of the standardization bodies of member states.

3.4 GSO shall have the absolute right to negotiate and sign the agreements or contracts for selling, distribution, marketing and translation of GSO technical publications as per the rules and procedures adopted by Board of Directors.

3.5 The content of the Gulf standards and technical regulations shall not be copied, amended, reproduced or quoted to create a new work or used for whatever purpose without a prior written permission to be obtained from GSO or any of the standardization bodies of member states.

3.6 Linguistic translation shall not be permitted for any of the GSO technical publications for the sake of publication or reproduction or distribution without a prior written permission to be obtained from GSO or any of the standardization bodies of member states.

3.7 Parties authorized to sell and distribute GSO technical publications or translated copies thereof shall be limited only to:

- GSO General Secretariat
- National standardization bodies of GSO member states
- Any third party authorized to conclude contracts or agreements with GSO General Secretariat or the national standardization bodies of GSO member states.

3.8 National standardization bodies of member states are the principal partner in the activities and efforts made to issue GSO technical publications including the Gulf standards and technical regulations. Accordingly, they share GSO the responsibility of maintaining and protecting the intellectual property rights of such publications that represent one of the important sources of income for GSO and member states alike.

3.9 Member states shall have the right to adopt GSO standards and technical regulations as national publications and they are also entitled to get the financial revenues from sales pursuant to the decision of the Board of Directors issued in its 8th meeting, Doha on 27 May, 2008 along with abiding by the pricing and selling mechanism approved by the Board of Directors. Pricing and selling mechanism may be changed only by GSO.

3.10 Except for the cases that GSO Board of Directors regards as exceptional, it shall be ensured that the electronic formats of the technical publications shall not be made available for the public for free since that they should be available only for the parties participating in the process of preparation and expression of opinions.

4. Procedures

4.1 On selling or distributing the Gulf standards and technical regulations to the governmental agencies, the following shall be applied:

1. The following sentence shall be written on the covering page of the Gulf standard in Arabic taking into account the specified margins and with the font type and size explained in Annex (1):

"جميع الحقوق محفوظة لهيئة التقييس لدول مجلس التعاون لدول الخليج العربية، ويسمح لـ (اسم الجهة المستفيدة/العميل) باستخدام هذا الملف ولايجوز منح الإذن للغير باستخدامه دون الحصول على إذن كتابي من هيئة التقييس لدول مجلس التعاون لدول الخليج العربية أو الدول الاعضاء في الهيئة داخل بلدانهم "

2. The following sentence shall be written on the covering page of the Gulf standard in English taking into account the specified margins and with the font type and size explained in Annex (2):

"All rights reserved to GCC Standardization Organization (GSO). The right to use this document is given to (customer name) and it is not permitted to grant this right to another party without permission in writing to be obtained from either GSO or GSO's member body in the country of the requester"

3. The following sentence shall be written on the remaining pages of the Gulf standard in Arabic taking into account the specified margins and with the font type and size explained in Annex (3):

© جميع الحقوق محفوظة لهيئة التقييس لدول مجلس التعاون لدول الخليج العربية. (XXXX م)"

4. The following sentence shall be written on the remaining pages of the Gulf standard in English taking into account the specified margins and with the font type and size explained in Annex (4):

"© GSO (xxxx year) –All rights reserved"

4.2 Customers or beneficiaries shall be informed of the following points:

- They are not entitled to sell the document of the Gulf standard

- The Gulf standard in whatever form either in a hard copy or electronic format is the property of GCC standardization organization (GSO).
- Copy and compilation rights shall not be deleted or effaced.
- The customer/beneficiary shall be entitled to download the electronic file of the Gulf standard and saving it on one PC for the sake of display.
- The customer/beneficiary shall have the right to print one copy only for his personal use.
- The customer/beneficiary shall not be entitled to re-produce or copy the document of the Gulf standard either in a hard copy or electronically.
- The customer/beneficiary shall not be allowed to distribute or lend the Gulf standards and technical regulations as follows:
 - Sending by e-mail
 - Uploading on computer networks
 - Downloading on a CD
 - To make them shared with any other party.
- Distribution of the printed file of the Gulf standard shall not be permitted except inside the organization of the customer/beneficiary.
- The customer/beneficiary shall not be entitled to rent or lend the Gulf standard to others for whatever reasons or even licensing others to use it.

4.3 To access to standards data and download standards files, there shall be a username and a password. After using the standard file and distributing it to the targeted customer, the file shall be deleted from systems and equipment upon which the file has been previously downloaded and shall not be used once again.

4.4 GSO General Secretariat and member states shall take whatever necessary measures such as arranging awareness campaigns or issuing awareness bulletins that would lead to upgrade the sense of awareness of people and bodies regarding the intellectual property rights of GSO technical publications in order to stress on the following points:

- GSO technical publications in whatever forms either in hard copies or electronic formats are protected by the intellectual property rights and they are not to be illegally copied, reproduced, sold, duplicated, lent or rented electronically or in hard copy or through various media.
- GSO technical publications shall not be translated for commercial purposes without obtaining a prior written permission from GSO.
- Compilation and publication rights included in GSO technical publications shall not be deleted or effaced.
- Electronic files of GSO technical publications shall not be sent by e-mail or uploaded on computer networks or making them shared with or available to other parties illegally.

Annex (1)

**هيئة التقييس لدول مجلس التعاون لدول الخليج العربية
GCC STANDARDIZATION ORGANIZATION (GSO)**



GSO 10/1995

الحليب المجفف

Milk Powder

نوع الخط Simplified Arabic - مقاس 12 عريض - اللون أحمر



2.5 cm

جميع الحقوق محفوظة لهيئة التقييس لدول مجلس التعاون لدول الخليج العربية،
ص ب 85245 الرياض 11691، المملكة العربية السعودية
يسمح لـ (اسم الجهة المستفيدة/العميل) باستخدام هذا الملف ولا يجوز منح الاذن للغير باستخدامه

ICS:

Annex (2)

هيئة التقييس لدول مجلس التعاون لدول الخليج العربية
GCC STANDARDIZATION ORGANIZATION (GSO)



GSO 10/1995

الحليب المجفف
Milk Powder

2.5 cm

*"All Rights Reserved, GCC Standardization Organization
The right to use this document is giving to (customer name)
and it is not permitted to grant this right to another party"*

نوع الخط Times New Roman - مقاس 12 عريض

ICS:

Annex (3)

GSO STANDARD

GSO 1213:2002

4. MEASUREMENT OF DIMENSIONS

- 4.1 The measurement of pipes dimensions and calculation of ovality shall be carried out according to Gulf standard mentioned in (2.2) and (2.3)
- 4.2 The measurement of pipes thread dimensions by suitable vernier calipers with ± 0.1 mm accuracy, shall be carried out according to the values mentioned in the Gulf standard mentioned in (2.1)
- 4.3 The measurement of screen slots (dimensions and arrangements) by suitable instruments (micrometer - vernier) with proper accuracy, shall be carried out according to the values mentioned in the Gulf standard mentioned in (2.1)

5. FITNESS OF MALE AND FEMALE THREADS OF PIPE JOINTS

After measuring the dimensions of male and female threads of pipe joints according to item (4.2).

- Select standard samples, one each male and female threads
- Use female standard sample to check the male threaded pipes of mass production, while use male standard sample to check the female threaded pipes of mass production.
- Fitness between standard samples and threads of mass production, pipes must be reasonably easy screwing, but the joint must not be very loose

6. IMPACT RESISTANCE TEST

The impact resistance test shall be carried out according to GSO standard mentioned in item (2.2) at a temperature of $(20 \pm 1)^\circ\text{C}$ and samples shall be taken from all nominal sizes

7. OPACITY TEST

The opacity test shall be determined according to GSO standard mentioned in item (2.6)

8. HEAT REVERSION TEST

The longitudinal heat reversion shall be determined according to GSO standard mentioned in item (2.2) on condition that the test shall be carried out at $(150 \pm 2)^\circ\text{C}$ either by oven method or oil bath method.

9. EXTRUSION TEST- METHYLENE CHLORIDE RESISTANCE

Extrusion test - methylene chloride resistance shall be carried out according to GSO standard mentioned in item (2.2)

نوع الخط - Simplified Arabic - مقاس 10

© جميع الحقوق محفوظة لهيئة القياس لندول مجلس التعاون لدول الخليج العربية. (XXXX م)

Annex (4)

GSO STANDARD

GSO 1213-2002

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نوع الخط Times New Roman - مقاس 10