



CALL FOR CANDIDATES
for the Registration Authority for ISO 17316
International Standard Link Identifier (ISLI)

ISO TC46/SC9 is developing a new standard, ISO 17316, *Information and documentation – International Standard Link Identifier (ISLI)*, as an international identifier system for links between entities in the field of information and documentation. The ISLI standard, which is in its final stages of approval, will require a Registration Authority for its implementation and ongoing operation. The Registration Authority will be selected by ISO TC46/SC9 and approved by the ISO TMB in accordance with Annex H of the ISO/IEC Directives Part 1 (see Attachment A) to operate as the ISLI Registration Agency (ISLI/RA).

ISO TC46/SC9 invites proposals from qualified organizations interested in serving as Registration Authority for ISO 17316.

This document sets out the qualifications and evaluation criteria for the Registration Authority for the International Standard Link Identifier (ISLI) as defined in the forthcoming International Standard ISO 17316.

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 TMB.

Submit responses to:

ISO TC46 / SC9 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
Fax: +1- 410.685.5278

Electronic responses via e-mail are preferred.

Deadline for responses:

Responses with accompanying documentation must be received by 23:59 UTC on 1 September 2014.

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, see: <http://www.iso.org/iso/home/about.htm>

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 ISLI standard was developed within Working Group 11 (WG11) 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, see:

http://www.iso.org/iso/home/standards_development/list_of_iso_technical_committees/iso_technical_committee.htm?commid=48836

2. Purpose of the ISLI

The International Standard Link Identifier (ISLI) will identify links between related identified entities in the field of information and documentation (i.e., a link from a “source” to a “target”). ISLI does not identify a single resource or other entity as its exclusive object. ISLI will define connections between these entities to provide interoperability. ISLI provides a common approach for link identification, which will allow the creation of added value in using the linked entities.

3. Status of the ISO 17316 draft standard

The draft ISLI standard (ISO/FDIS 17316) is currently at ballot as an ISO Final Draft International Standard (FDIS), which closes on 8 August 2014. A copy of ISO/FDIS 17316, *International Standard Link Identifier (ISLI)*, will be provided on request from the secretariat to anyone wishing to respond to this call for RA candidates. If approved, the standard will be processed for publication by ISO. However, since this standard requires a Registration Authority (RA), the standard will not be published until a signed agreement between ISO and the chosen RA is in place. Publication of the approved ISO 17316 standard is expected in 2015.

4. Candidate organizations

A candidate organization for the role of Registration Authority for ISO 17316 can be a commercial or non-commercial entity, or a consortium established as a legal organization. Subject to its contract with ISO, the RA may charge fees for services directly related to the

process of registration and assignment of ISLI on a cost recovery basis only.

The RA candidate needs to comply with all of the following qualifications:

- It is a legal entity.
- It is able to operate on an international level.
- It is committed to serving as the RA for ISO 17316.
- It is able to technically carry out the functions specified by ISO17316 and the *ISO Registration Authority Template Agreement* (see Attachment B).
- It will abide by the requirements in Annex H of the *ISO/IEC Directives, Part 1, Consolidated ISO Supplement, 2014* (see Attachment A).
- It will agree to the terms in the *ISO Registration Authority Template Agreement* (see Attachment B).
- It enjoys a sound financial structure that requires no financial contribution from ISO or its members.
- It is prepared to only charge fees for the services in accordance with the *ISO Registration Authority Template Agreement* (see Attachment B), which restricts the level of fees to those necessary to recover costs.

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 ISLI system on or before March 1, 2015.

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 1 September 2014.

The response must be accompanied by documentation demonstrating that the candidate organization can fulfill the responsibilities and qualifications specified in this Call for Candidates (see Section 7) and contain all the required elements specified in Section 8.

The ISO TC46/SC9 Secretariat will provide the responses to the ISLI Working Group (TC46/SC9/WG11), which 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/WG11 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 by TC46/SC9, the ISO TMB will then be requested to approve the candidate RA. Upon ISO TMB approval, a contract will be negotiated with the candidate RA by the ISO Central Secretariat.

6. Timeframe for appointment process

2 July 2014	Call for Candidates issued.
1 September 2014	Deadline for submission of responses and accompanying documentation to the ISO TC46/SC9 Secretariat.
16 October 2014	TC46/SC9/WG11 evaluates responses and recommends the RA candidate.
15 November 2014	The recommended RA is balloted to the members of TC46/SC9 for approval.
16 December 2014	TC46/SC9/WG11 in conjunction with the proposed RA candidate responds to any comments from the ballot.
31 December 2014	Assuming approval, the voting report with comment responses is distributed to TC46/SC9 members and forwarded to the ISO Technical Management Board (TMB) for final approval
TBD	ISO TMB approves RA appointment. ISO Central Secretariat and the nominated RA agree on the contract for the ISLI Registration Authority for ISO 17316.
	Note – The timing of this will depend on the schedule for ISO Technical Management Board meetings and the time required for contractual discussions between ISO C/S and the candidate organization.
2015-03-01 (estimated)	The Registration Authority for ISO 17316 is established and commences operations.

7. Responsibilities of the Registration Authority for ISO 17316

The responsibilities of the Registration Authority for ISO 17316 are defined in Annex C of the standard and reproduced below.

C.1 Responsibilities of the ISLI Registration Authority

The ISLI Registration Authority shall provide the following services:

- promote, coordinate and supervise the ISLI system in accordance with the specifications of this International Standard [ISO 17316];
- on request from registrants, assign ISLI codes to links and enter them into the ISLI register in accordance with A.2;
- manage the ISLI register;
- cancel ISLI codes in accordance with the rules in the ISLI handbook and record the cancellation in the ISLI register, together with the reason for the cancellation;
- operate a registration service that allows automatic processing of registration requests;
- provide a resolution service, which accepts a service code and, upon request, returns the associated kernel metadata of the associated service together with information about how metadata for a particular ISLI code can be obtained, where appropriate;
- operate a query service to allow users to find the ISLI code associated with certain metadata;
- manage the allocation of service codes in accordance with A.1 and publish a register of such codes and the associated metadata as specified in Table B.3;
- review the allocated service codes from time to time and, where appropriate, publish proposals for withdrawal of service codes, allowing a period for appeals;
- publish criteria for the allocation of new service codes;
- maintain lists of link types for use in ISLI kernel metadata and codes for their identification in accordance with C.3;
- maintain lists of source types and source name types, in accordance with C.2;
- maintain lists of target types and target name types, in accordance with C.2;
- maintain the schemas for kernel and administrative metadata based on the tables in Annex B, including additional elements as needed;
- develop documentation (including a handbook) for users of the ISLI system, making this available in relevant languages as required by such users;
- provide training and technical support to users of the ISLI system;
- develop and publish an equitable appeals process for users who wish to appeal against one of its decisions;

- report annually to ISO on its activities, recommending any changes required to this International Standard.

C.2 Registration of source and target types

The ISLI Registration Authority shall provide the following services:

- publish a list of designated data types allowed for use as the source or target element of an ISLI;
- publish a list of permitted name types that may be used to identify source or target elements of a particular type;
- publish procedures for evaluating proposals for the designation of new source and target types and of name types;
(These procedures shall allow any interested party to make a proposal. Proposals shall be evaluated in a timely, fair, and non-discriminatory manner, taking into account the interests of existing and prospective users of the ISLI system.)
- review the designated source and target types and name types from time to time and, where appropriate, publish proposals for withdrawal of selected types, allowing a period for appeals.

C.3 Registration of link types

The ISLI Registration Authority shall provide the following services:

- publish lists of designated link types allowed for use as the link type element of an ISLI and codes for their identification;
- publish for each such designated link type the data types that are permitted as the source and target data types to be associated with links of that type;
- publish procedures for evaluating proposals for the designation of new link types
These procedures shall allow any interested party to make a proposal. Proposals shall be evaluated in a timely, fair, and nondiscriminatory manner, taking into account the interests of existing and prospective users of the ISLI system.
- review the designated link types from time to time and, where appropriate, publish proposals for withdrawal of selected types, allowing a period for appeals.

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 ISLI-RA.
- 3) Confirmation that the candidate is an internationally-engaged body that has the resources and networks to act internationally.

- 4) A statement of the candidate organization's willingness to be the Registration Authority for ISO 17316 and to perform the functions described in ISO/FDIS 17316 (which can be provided upon request by the secretariat of TC46/SC9) 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, 2014* (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 relevant skills, expertise, and resources of the candidate organization for performing those functions.
- 8) 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) A description of the organization's proposed business model for supporting the establishment and ongoing operations of the ISLI system, including the position and role of ISLI registration agencies within that business model.
- 10) A description of the nature of any anticipated fees or other service charges related to the process of ISLI registration or for access to the resolution and query services intended to be recovered on a cost recovery basis.

9. Optional Elements of Submission

Responses to this Request for Candidates may include the following:

- 1) A description of the candidate organization's involvement and relevant experience in the areas of entity link application and identification.
- 2) A description of the organizational and administrative framework that the organization proposes to establish for the ISLI Registration Authority and ISLI registration system, including the nature and composition of the administrative structure that will establish the policies and regulate the operations of the ISLI system.
- 3) A description of the organization's plans for start-up of the ISLI system and the objectives for its first five years of operation, including its objectives concerning the establishment of ISLI registration agencies.
- 4) A description of how the candidate organization plans to handle the creation and maintenance of the ISLI register and its underlying information technology in such a way as to ensure that each ISLI 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 ISLI.

- 5) A description of how the candidate organization plans to handle the registration and maintenance of associated metadata for each ISLI assignment, as specified in ISO 17316 (which can be provided upon request by the secretariat of TC46/SC9).
- 6) A description of the mechanism(s) the organization intends to deploy for resolving an ISLI to its reference metadata and for querying the ISLI register.
- 7) A description of the promotional activities and training support that the organization will undertake to ensure proper implementation and use of the ISLI standard.

10. Attachments

Attachment A Annex H of the *ISO/IEC Directives Part 1, Consolidated ISO Supplement 2014*

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: _____