



Pilot Project Agreement

between

The European Committee for Standardization (CEN)

and

**The Euroasian Council for Standardization, Metrology
and Certification (EASC)**

This Pilot Project Agreement (hereinafter “the Agreement”) is agreed between

The European Committee for Standardization (hereafter referred to as “CEN”), international non-profit organization established under Belgian law, with registered offices at Rue de la Science 23, 1040 Brussels (Belgium),

and

The Euroasian Council for Standardization, Metrology and Certification (hereafter referred to as “EASC”)

, a non-profit organization established under Belorussian law, with registered office at 3 Melezh Street, 220013 Minsk

hereinafter referred to individually as “Party” and collectively as “Parties”.

WHEREAS:

- (1) CEN is one of the three European Standardization Organizations (ESOs) whose main objective is to remove trade barriers for European industry and consumers. The mission of CEN is to produce European Standards to foster the European economy in global trading, the welfare of European citizens and the environment. CEN through its services, have the institutional authority to provide a platform for the development of European Standards and other consensus-based publications in application to Regulation (EU) 1025/2012;
- (2) CEN promotes the international harmonization of standards in the framework of the International Standardization Organization (ISO);
- (3) EASC is an organization created according to the Agreement of unified policy in standardization, metrology and certification in Commonwealth of the Independent states dd. March 13, 1992. EASC's mission is to ensure the coordinated development in the spheres of technical regulation, standardization, metrology, conformity assessment and market surveillance (regional quality infrastructure) to improve the quality of life, economic growth, mutual trade development, safety ensuring, productivity growth and industrial and scientific and technical cooperation;
- (4) On 24 May 2012, The Parties concluded a Memorandum of Understanding, together with the European Committee for Electrotechnical Standardization (CENELEC) and the European Telecommunications Standards Institute (ETSI), aiming to contribute to the removal technical

barriers to trade between Europe and Eurasia, to promote standardization as a means to facilitate trade and improve market access, to improve economic, scientific and technical exchanges, as well as to ensure the compatibility and inter-changeability of supplied products and their safety for human life, and to promote environmental protection;

- (5) In 2019, CEN, CENELEC and EASC discussed the possibility to set up pilot projects aiming to promote technical cooperation in the standardization field and to increase technical alignment between Europe and the Eurasian region;
- (6) CEN, CENELEC and EASC identified a common interest to cooperate in the standardization areas referenced in Annex 1 of this Agreement.
- (7) This Agreement, which aims at pursuing the objectives defined below, provides the principles and the framework for cooperation among the Parties.

NOW THEREFORE, in consideration of the foregoing and other considerations, the Parties hereby agree the following:

1. Purpose

The purpose of the Agreement is to establish the framework for the technical cooperation between CEN and EASC by facilitating dialogue and coordination at the technical level. In particular, it aims to provide the opportunity for convergence amongst the technical requirements and related attributes of standards in the standardization areas referenced in Annex 1 of this Agreement for the mutual benefit of stakeholders of CEN and EASC. This Agreement does not concern the development of common publications or joint standards.

2. Principles of cooperation

2.1. The Parties shall contribute to the advancement of the following objectives in the standardization areas referenced in Article 1 of this Agreement:

- Facilitation of technical standardization dialogue between their relevant technical bodies;
- Provision of reciprocal access to the relevant published of their relevant technical bodies;
- Provision by each Party for the possibility to adopt the relevant standards of the other Party, with or without modification;

- Provision by each Party, six months and one year as of the signature of the Agreement, with a report on the use made of standards of the other Party, as specified in Articles 3.3 and 3.4 of this Agreement;
- 2.2. The references of those additional technical bodies which may be identified at a later stage and agreed by the Parties as of common interest shall be included in Annex 1 to this Agreement, and shall be updated accordingly by the Parties.
- 2.3. The Parties shall closely monitor the work of the technical bodies, in order to ensure the efficient and effective implementation of this Agreement and in view of assessing the outcome of the cooperation.

3. Modalities of cooperation

- 3.1. The Parties undertake to:
- Facilitate dialogue and coordination so that the technical bodies from both Parties can review their respective standards, without any charge and for a period of one year as of the signature of this Agreement, and make recommendations for greater technical alignment;
 - Allow each Party to adopt the other Party's standards, identically or with some with modifications. These modifications shall not lead to a financial compensation;
 - Ensure good communication, full trust and transparency, at secretariat and at technical level.
- 3.2. The working and communication language of this cooperation shall be English.
- 3.3. Each Party shall provide to the other Party, six months as of the signature of the Agreement, an interim report detailing the nature and content of any identified modification made or to be made, i.e. before or after publication of its standard, by one Party in the standards of the other Party (and potentially by any of its members which would have adopted the other Party's standards).
- 3.4. Each Party shall provide to the other Party, twelve months as of the signature of the Agreement, a final report detailing the nature and content of any identified modification made or to be made, i.e. before or after publication of its standard, by one Party in the

standards of the other Party (and potentially by any of its members which would have adopted the other Party's standards).

- 3.5. An assessment of the work carried out shall be made by both Parties after twelve months as of the signature of this Agreement, before it is agreed to extend this pilot project or review existing arrangements.
- 3.6. When relevant, promote awareness of the mutual CEN and EASC cooperation in external communications with relevant stakeholders.
- 3.7. At the end of each pilot project, the parties may agree to develop a common brief report that highlights which technical bodies are cooperating under this Agreement, as well as any noteworthy accomplishments or achievements.

4. Respect for the Parties' Intellectual Property Rights

- 4.1. The CEN policy and practices on Intellectual Property Rights are defined in the following CEN-CENELEC Guides: [CEN-CENELEC Guide 10](#) on "Sales and distribution of CEN and CENELEC publications" (copyright) and [CEN-CENELEC Guide 8](#) "Guidelines for implementation of common IPR policy on Patents" (patents). EASC acknowledges that this Agreement is subject to the rules on Intellectual Property Rights as defined in these Guides.
- 4.2. EASC accepts that the copyright of CEN publications and/or any other intellectual property rights of CEN, whatever their nature or origin, shall remain the exclusive property of CEN and shall be used by EASC in accordance with the instructions as indicated by CEN.
- 4.3. CEN accepts that the copyright of EASC publications and/or any other intellectual property rights of EASC whatever their nature or origin, shall remain the exclusive property of EASC and shall be used by CEN in accordance with the instructions as indicated by EASC.
- 4.4. Individual contributions of experts within the technical standardization work of either Party shall be governed by the IPR rules of that Party. This shall not preclude either Party from continuing to exploit its own copyrightable contributions for its own purposes.

5. Contact points

- 5.1. In order to facilitate technical cooperation and exchange of information, the Parties appoint the following contact persons:
 - ✓ For coordination and organizational matters:

- CEN-CENELEC Management Centre (CCMC): Eric Marchand, Project Manager, International, Market Perspective and Innovation
emarchand@cencenelec.eu, +32 2 550 09 69.
 - EASC: Vladimir Chernyak, EASC Executive Secretary
easc@easc.org.by, + 375 17 288 - 42 - 22
- ✓ For technical coordination matters:
- CEN: Secretaries of CEN Technical Bodies referenced in Annex 1 of this Agreement
 - EASC: Secretaries of EASC Technical Bodies referenced in Annex 1 of this Agreement

All communications, requests for information or assistance are made under this Agreement to the indicated contact persons.

5.2. Communications and/or documents are exchanged in the English language.

6. Dispute resolution

- 6.1. In the event of any inconsistency or problem arising under or resulting from this Agreement, the Parties shall amicably solve it.
- 6.2. This Agreement does not modify or supersede any rule and requirements in force in, or applying to, the Parties and that each Party remains independent.

7. Entry into force, term and termination

- 7.1. This Agreement shall enter into force upon the last signature by the Parties and shall remain in force for a period of two years from the date of its entry into force, as a first pilot which shall be limited to two technical topics. Following review of the outcome of the pilot, the Parties may agree to extend the duration of the Agreement.
- 7.2. Either Party may terminate this Agreement at any time upon one month's written notice to the other Party.

IN WITNESS WHEREOF, this Agreement in English is made out in two original copies and is duly signed by authorized representatives of the Parties.

Place and date,

For CEN

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Elena Santiago Cid

Director General

Place and date,

For EASC

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[to be completed]

Annex 1

References of CEN and EASC technical bodies under the cooperation

Lifts, Escalators and Moving Walks:

- CEN/TC 10 on “Lifts, Escalators and Moving Walks”
- EASC/ITC 209 on “Lifts, construction hoists, escalators”

Light and Lighting:

- CEN/TC 169 on "Light and Lighting"
- EASC/ITC 332 on “Lighting Products”

Ex-equipment:

- CEN/TC 305 on "Potentially explosive atmospheres. Explosion prevention and protection"
- EASC/ITC 42 on “Equipment for use in potentially explosive atmospheres”