



## Licence agreement to use IEC Products

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Effective from 2020-06-04, the International Electrotechnical Commission (IEC) hereby grants the rights to the IEC National Committee of Albania (NC) to access and use IEC Products subject to the following terms and conditions.

### 1. Definitions

Drafts means IEC Publications under development at CD, CDV and FDIS stage.

IEC Products means IEC Publications, Drafts and value-added products (VAPs). VAPs are developed by CO and derived from IEC Publications with no modification of their original and consensus-based technical content. Nevertheless, only IEC Publications are considered official documents. Examples of VAPs include consolidated versions, redline versions, commented versions and extended versions.

IEC Publications include base publications, amendments, corrigenda and interpretation sheets. The following types are available: international standards, technical specifications, technical reports, publicly available specifications, systems reference deliverables and guides.

National Adoptions means national publications that are based on IEC Publications, are prepared in accordance with ISO/IEC Guide 21-1:2005 and ISO/IEC Guide 21-2:2005 (or any subsequent versions) and contain IEC intellectual property, or endorsements of IEC Publications, where the IEC Publication has been given the status of a national normative document, with any deviations from the IEC Publication identified.

Derived Products are developed by National Committees or by partner organizations contracted by National Committees. They are derived from IEC Products. For example, software integrators put together different publications and parse content which is then integrated in workflows. A disclaimer and liability clause must be included, and proper licensing conditions offered.

Derived National Adoption Products are developed by National Committees or by partner organizations contracted by National Committees. They are derived from National Adoptions and maintain the integrity of normative provisions of the National Adoptions.

## 2. Format

The IEC Central Office (IEC CO) is producing IEC Products in different formats:

- full-text portable document format (PDF),
- scanned image portable document format (PDF image) for IEC Publications published before 1997,
- XML format, and
- revisable format (Word).

## 3. Use of IEC Products by NCs

### 3.1 Right to use IEC Products

Subject to the terms and conditions of this Agreement and subject to the condition precedent that one or more responsible persons have been appointed pursuant to clause 3.2, the IEC herewith grants to the NC the non-exclusive right to use the IEC Products for the purposes specified in clause 3.2.

### 3.2 Purposes

The NC may use the IEC Products for the following purposes:

- translation and (public) commenting (as further specified in clause 4);
- internal library use (as further specified in clause 5);
- national adoption (as further specified in clause 6); and
- reproduction and sales (as further specified in clause 7).

The NC must not use the IEC Products for a purpose listed above until it has appointed a responsible person for such purpose in accordance with Annex A to this Agreement. Furthermore, the NC must not use the IEC Products for any other purposes, unless otherwise agreed upon between the IEC (through the IEC CO) and the NC. IEC CO shall communicate the purpose of such licences to SAG.

### 3.3 Compliance

The NC shall ensure that IEC Products are used according to the terms and conditions of this Agreement only.

### 3.4 Intellectual Property

The IEC does not assign, transfer or otherwise grant any intellectual property rights to the NC other than the license pursuant to clause 3.1. IEC Products, National Adoptions, Derived Products and Derived National Adoption Products are covered by copyright and/or other intellectual property rights of the IEC. NC shall ensure that all these publications are watermarked accordingly and shall

take all necessary precautions to protect these publications and the IEC intellectual property from any unauthorized access and unauthorized use.

#### **4. Translation and (public) commenting**

4.1 The use of Drafts is strictly limited to translation purposes and (public) commenting.

4.2 The original text of the revisable and XML files shall not be altered in any way. The NC may add its translation in the files, but such files shall not be sold and shall be for internal use only. All files shall be clearly marked as "Draft".

4.3 All Drafts are covered by the copyright and/or other intellectual property rights of the IEC and shall display the notice "Copyright © IEC. Not for Commercial Use or Reproduction".

#### **5. Internal library use**

5.1 The use of IEC Publications in internal libraries is strictly limited for use by the NC. The decision of whether or not to distribute a watermarked version for the sole, personal use of the experts having participated in the preparation of a given standard is at the discretion of the NC concerned.

5.2 All IEC Publications are covered by copyright and/or other intellectual property rights of the IEC and are watermarked "Copyright © IEC. Not for Commercial Use or Reproduction". The NC shall ensure that electronic versions of IEC Publications are not altered in any way.

#### **6. National Adoption**

6.1 Subject to the terms and conditions of this Agreement, the IEC allows the NC to create National Adoptions and Derived National Adoption Products in accordance with ISO/IEC Guide 21-1:2005 (Adoption of International Standards as regional or national standards). Adoption of Conformity Assessment systems, schemes, programmes, marks, and their documents is not permitted.

6.2 The IEC also allows the NC to reproduce or sell National Adoptions and Derived National Adoption Products in accordance with the IEC Sales Policy and its associated Implementation Conditions.

6.3 The exploitation rights granted by this Agreement do not imply any transfer of copyright and/or other intellectual property rights of the IEC to the NC.

6.4 The NC is allowed to provide IEC Publications to regulators for consultation only so the regulator can determine whether or not to refer to the IEC Publication in local regulation, provided that the document is watermarked with the copyright notice. The NC shall ensure that the regulator uses the publication only for internal consultation purposes and meets all conditions of use.

6.5 In accordance with the IEC business model, the sale of National Adoptions and Derived National Adoption Products partly funds the NC's standards development work. If obliged by local law or requested by governmental authorities to make National Adoptions or Derived National Adoption Products available free of charge or if such obligations or request are proposed, the NC must immediately notify IEC CO in writing and use best efforts to oppose such obligations or requests and to support IEC's endeavours in this connection. If such best efforts are not successful it would be considered a breach under clause 10.3 unless some form of compensation to IEC is established.

6.6 In order to secure IEC's ownership of the copyright and/or other intellectual property rights the NC shall:

- formally acknowledge that all National Adoptions (identical or modified) remain covered by copyright and/or other intellectual property rights of the IEC;
- ensure that all National Adoptions (identical or modified) bear the IEC logo, mention IEC in the reference number and include the IEC copyright notice;
- ensure that all Derived National Adoption Products indicate which sections are extracted from IEC Publications and include the IEC copyright notice as well as a disclaimer for those sections;
- pay a one-off token fee of CHF 1.- per National Adoption (identical, modified) to financially recognize copyright and/or other intellectual property rights of the IEC; and
- report the adoption or use of all IEC Publications within their country and on the sales of National Adoptions (identical, modified) and Derived National Adoption Products. For this purpose IEC CO shall provide the agreed template, specifying the required details.

The above rules also apply to National Adoptions of regional adoptions containing entire IEC Publications or parts of them.

## **7. Reproduction and sales**

7.1 Subject to the terms and conditions of this Agreement, the IEC allows the NC to create Derived Products.

7.2 The NC shall ensure that all sales of IEC Products and Derived Products are in accordance with the current IEC Sales Policy and its associated Implementation Conditions subject to the requirements of applicable law in the NC territory.

7.3 In accordance with the IEC business model, the sale of IEC Products and Derived Products partly funds the standards development work. If obliged by local law or requested by governmental authorities to make IEC Products or Derived Products available free of charge or if such obligations or requests are proposed, the NC must immediately notify IEC CO in writing and use best efforts to oppose such obligations or request and to support IEC's endeavours in this matter. If such best efforts are not successful it would be considered a breach under clause 10.3 unless some form of compensation to IEC is established.

7.4 All relevant documents on the IEC Sales Policy and its associated Implementation Conditions are available on the IEC website at [www.iec.ch/mnet](http://www.iec.ch/mnet). The responsible person appointed under clause 3.2 and indicated in Annex A.d. will be notified of any updates.

7.5 The NC shall be able to reproduce paper format of IEC Products using the IEC electronic files and shall ensure that the print and finish quality of the reproduced IEC Products is comparable with the print and finish quality of the IEC Products produced in paper format by IEC CO.

7.6 The NC shall take all necessary precautions to protect the IEC Products and Derived Products and the IEC intellectual property from any unauthorized access and unauthorized use, using appropriate license agreements to control end-users' rights. The electronic files for IEC Products shall not be altered in any way and shall be reproduced with full integrity and completeness compared with the original version.

7.7 The NC shall use the IEC website and other available information to monitor the validity of IEC Products. Regarding any IEC Products which have been superseded or which are no longer valid, the NC shall ensure that these are clearly identified as such to any customer requesting them.

7.8 The NC is allowed to appoint a Sales Outlet. The NC shall ensure that NC-Appointed Sales Outlets abide by and observe the above conditions and relevant terms of the IEC Sales Policy and its associated Implementation Conditions. NC must notify CO within one month when an NC-Appointed Sales Outlet is appointed.

## **8. IEC CO obligations**

8.1 The IEC CO shall provide the NC with free online access to the IEC Products. The IEC CO shall provide the NC with additional access rights allowing to access IEC Publications produced in database format. The IEC CO reserves the right to change or replace this facility.

8.2 The IEC CO contact for all matters related to the provision of these access rights included in this Agreement is the Head of Sales and Business Development, IEC Central Office, Telephone no. +41 22 919 02 11, email: [sales@iec.ch](mailto:sales@iec.ch).

8.3 The IEC CO shall provide the responsible person with access to updated electronic file containing the entire bibliographical data for IEC Products, in addition to sending regular "Publication alerts" regarding new IEC Products.

## 9. Royalties and sales reports

9.1 The NC shall pay royalties to the IEC CO on the commercial transactions covered by this Agreement as specified and amended by IEC in the Sales Policy Implementation Conditions (see Annex B for the version applicable at the time of conclusion of this Agreement). Royalty payments shall be made in Swiss francs by bank transfer to the IEC CO account IBAN number CH57 0024 0240 C080 0907 0 at UBS in Geneva, Switzerland. The NC shall make the first royalty payment on 2020-07-31 and thereafter on a quarterly basis for each three preceding months in which such royalty accrued.

9.2 The use of Drafts by the NC for translation and (public) commenting purposes is royalty free.

9.3 In parallel to the transfer of the royalties as described above, the NC shall send by email a detailed report of commercial transactions for the quarter covered, itemizing IEC Products concerned, quantities sold in each country, format (paper, electronic) and the nature of the commercial transaction (retail, subscriptions). For this purpose, IEC CO shall provide the agreed template, specifying the required details.

9.4 The NC is required to indicate for each adopted IEC Publication the corresponding national reference, its year of adoption and degree of correspondence (IDT or MOD), for modified adoptions the list of changes shall be provided<sup>1</sup>. A period of six months from the date of adoption is granted for providing the required information. The NC shall be responsible for the accuracy, currency and completeness of any data entered into the database.

9.5 The NC shall keep proper and separate accounts and records of all transactions material for the purpose of the calculation of the royalties. IEC may instruct an independent accounting firm engaged by IEC CO, at its own expense, to examine such books and records during the term of this Agreement and for ninety (90) days thereafter. There may only be one such examination in

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<sup>1</sup> This clause shall enter into force when an updated national adoption database is available.

any twelve (12) month period and that examination will be limited to the three (3) year period immediately preceding the date of notice of the examination. The inspection shall be with thirty (30) days' advance written notice and performed during normal business hours by an independent Certified Public Accountant reasonably acceptable to the NC. The NC reserves the right to require the examining party to execute a nondisclosure agreement. If, as a result of such examination or audit, such examining party determines that the NC misreported any figure or underpaid any amount, IEC CO will promptly furnish to the NC a copy of the report of such examining party setting forth the discrepancy, and showing, in reasonable detail, the basis upon which the same was determined. If an underpayment is found, the NC will remit to IEC CO a sum equal to the amount of any mutually agreed upon underpayment within forty-five (45) days after notification of the discrepancy. The expense of such audit shall be borne by IEC CO except where a discrepancy of greater than 10% of the royalty is found, in which case, costs shall be borne by the NC.

## **10. Term and termination**

10.1 The term of this Agreement shall be two years. Upon the expiration of the original term or any renewal term, the term of this Agreement shall be automatically renewed for a two-year period unless, at least 90 (ninety) days prior to the renewal date, either party gives the other party written notice of its intent to terminate this Agreement. The term shall be renewed unless there is a material reason not to do so.

10.2 If the NC breaches any of its obligations under this Agreement then the NC shall have 60 (sixty) days from the date of written notification by IEC to cure such breach before IEC may terminate this Agreement in writing with immediate effect.

10.3 If the NC's IEC membership is suspended for non-compliance with IEC statutes or rules of procedure obligations, this Agreement shall be suspended for the same period.

10.4 On termination of this Agreement all royalties accrued up to the termination date shall become due and payable immediately. The NC shall permanently erase all copies of IEC Products in its possession and provide notification acceptable to IEC CO of such erasure or destruction if IEC CO shall so request. The NC shall cease to further use the IEC Publications.

## **11. Law**

This Agreement shall be interpreted and construed in accordance with the laws of Switzerland. Any disputes arising out of or in connection with this Agreement, including any disputes regarding its validity or its termination and the validity of this choice of forum clause shall be settled exclusively by the courts of the Canton of Geneva, Switzerland.

**Annexes:**

Annex A

Responsible persons

Annex B

Royalties to the IEC CO on commercial transactions

**IEC National Committee of Albania**

**IEC**

Name: **Anita Reçi**

Name: **Philippe Metzger**

Title: NC Secretary

Title: General Secretary & CEO

Signature:



Signature:



Date: **04.06.2020**

Date: **2020/06/04**