

# Licence agreement to use IEC Publications in electronic format for commercial sales and distribution purposes only

Effective from <u>2013-07-01</u>, the International Electrotechnical Commission (IEC) hereby grants the rights to the <u>Czech NC</u>, to reproduce and sell electronic and paper copies of approved IEC Publications subject to the following terms and conditions:

## 1 IEC Sales Policy

- 1.1 <u>Czech NC</u> shall ensure that all sales of IEC Publications are in accordance with the current IEC Sales Policy subject to the requirements of applicable law in the <u>Czech NC</u>'s territory.
- 1.2 This agreement allows the Czech NC to:
- 1.2.1 Use the electronic files specified in Clause 2.1 to reproduce and sell paper format IEC Publications in accordance with current IEC Sales Policy;
- 1.2.2 Use the electronic files specified in Clause 2.1 to reproduce, sell and/or lease electronic copies for single-user and multi-user customers in accordance with current IEC Sales Policy;
- 1.2.3 Use the access rights to the online facilities specified in Clause 2.2 to subscribe customers to such facilities in accordance with current IEC Sales Policy.
- 1.3 All relevant documents on the IEC Sales Policy are available on the IEC web site at <a href="https://www.iec.ch/mnet">www.iec.ch/mnet</a>.

### 2 Access to and Use of IEC electronic files and online facilities

- 2.1 IEC Central Office shall provide the <u>Czech NC</u> (see Clause 2.4) with full access to the IEC Central Library of Publications contained on an online facility (hereafter referred to as the "IEC Library Server"). Access to the IEC Library Server will be by user name and password. IEC Central Office reserves the right to change or replace this facility. IEC Central Office is producing full-text portable document format (PDF Text) containing the full content of IEC Publications and has made available older IEC Publications in scanned image portable document format (PDF Image).
- 2.2 IEC Central Office shall provide <u>Czech NC</u> (see Clause 2.4) with any additional access rights as necessary to online facilities provided (including IEC Publications online database products).

2.3 The IEC Central Office contact for all matters related to the provision of these access rights included in this agreement is:

Head of Sales, IEC Central Office, (Telephone no. +41 22 919 02 11, email: info@iec.ch.

2.4 <u>Czech NC</u> has appointed the following "Responsible Person(s)" for accessing the electronic files and/or online facilities:

Name:

Title:

Tel. no.:

Email:

info@unmz.cz

- 2.5 <u>Czech NC</u> should notify the IEC Central Office by email (info@iec.ch) of any changes in the name or contact information of the responsible person as soon as possible.
- 2.6 <u>Czech NC</u> shall ensure that the use of the electronic files of IEC Publications is strictly limited according to the terms and conditions of this agreement only. The electronic files of IEC Publications may not be used for any other purpose, unless a further agreement has been reached with the IEC (through IEC Central Office).
- 2.7 <u>Czech NC</u> shall be able to reproduce paper format of IEC Publications using the IEC electronic files, and will ensure that the print and finish quality of the reproduced IEC Publications is comparable with the print and finish quality of the IEC Publications produced in paper format by IEC Central Office.
- 2.8 <u>Czech NC</u> shall take all necessary precautions to protect the electronic files of IEC Publications and the IEC intellectual property from any unauthorized access and unauthorized use, using appropriate licence agreements to control end-users' rights. The electronic files will not be altered in any way and will be reproduced with full integrity and completeness compared with the original version.

### 3 Information on IEC Publications, Bibliographical Data and Validity

The IEC Central Office shall provide the "Responsible Person(s)" with a regular updated electronic file containing the entire bibliographical data for the collection of IEC Publications via email, in addition to regular "Publication Alerts" regarding new publications. The "Responsible Person(s)" shall use the IEC Website (www.iec.ch) and other available information to ensure that the validity of IEC Publications is monitored. Regarding any IEC Publications which have been superseded or which are no longer valid, Czech NC shall ensure that these are clearly identified as such to any customers requesting them.

## 4 Royalties and Sales Reports

- 4.1 <u>Czech NC</u> will pay the IEC Central Office forty percent (40 %) of the IEC Catalogue price derived from the commercial transactions covered by this agreement. Royalty payments will be made in Swiss francs by bank transfer to the IEC Central Office account No. 240-C0800907.0 at UBS in Geneva, Switzerland. <u>Czech NC</u> shall make the first royalty payment on <u>2013-07-31</u> and thereafter on a quarterly basis for each three preceding months in which such royalty accrued.
- 4.2 In parallel to the transfer of the royalties as described in Clause 4.1, the <u>Czech NC</u> shall send a detailed report of commercial transactions for the quarter covered, in electronic and paper format, itemizing IEC Publications concerned, their format (paper or electronic) and the nature of the commercial transaction (sales, lease, subscriptions, etc).

#### 5 Term

The term of this agreement shall be two years. It will be automatically renewed under the same terms and conditions unless either party gives three months' notice in writing prior to the end of the current two-year term.

#### 6 Law

This Agreement shall be interpreted and construed in accordance with the laws of Switzerland. The parties hereby submit to the Jurisdiction of the Courts of the Canton of Geneva, Switzerland, with the right of appeal to the Swiss Federal Court where allowed by law.

O		IEC		
Czech NC - Name:	M. HOLEČEK		Name:	F. W. P. VREESWIJK
Title:			Title:	
Signature:			Signature:	
Date:			Date:	