



# POLICY FOR THE DISTRIBUTION, SALES AND REPRODUCTION OF ISO PUBLICATIONS AND THE PROTECTION OF ISO'S COPYRIGHT

*(As approved under Council Resolution 08/2017)*

## 1. Introduction

ISO was created by its members to jointly develop standards, encourage their use and adoption, and make them available worldwide. ISO Members play a fundamental role in the development of ISO Standards by contributing their own resources to manage the work of technical committees and sometimes contributing standards that they have developed at a national level.

The ISO Council is responsible for setting ISO's policy for the distribution of ISO Publications, National Adoptions, their Drafts and Other Works and for the protection of ISO's Copyright. The ISO Council is also responsible for monitoring the implementation of the policy.

This Policy for the Distribution, Sales and Reproduction of ISO Publications and the Protection of ISO's Copyright (POCOSA), approved by ISO Council on 15 March 2017 under Resolution 08/2017, defines the conditions for reproducing and distributing ISO Publications and their associated Metadata published by ISO. It also includes provisions about copyright, and the exploitation of copyright, in all ISO Publications or parts of ISO Publications, and in National Adoptions of ISO Standards. It replaces all prior versions of POCOSA and related Annexes and may be complemented by written guidance published by the Commercial Policy Advisory Group (CPAG) (where CPAG is authorized by this Policy to issue such guidance) and/or by decisions by the ISO Council based on recommendations made by its Commercial Policy Advisory Group (CPAG) where necessary.

The conditions for the use and protection of the ISO trademarks (name and logo) remain as described in the current version of ISO/GEN 31.

This Policy is based on the ISO Statutes, the Rules of Procedure of Council, the ISO Code of Ethics, the ISO Fundamental Principles, the ISO/IEC Guide 21:2005 and other related decisions of the ISO Council. It is binding on ISO and all ISO Members. If any commercial or intellectual property issue arises that is not covered by this Policy or related documents, it will be referred to the Secretary-General for decision, subject to the ISO Council approval.

This Policy does not affect any existing arrangements signed by the ISO Central Secretariat, or an ISO Member, with End Users or Third-Party Distributors before the date decided by the ISO Council for its entry into force, until the next possible term for the renegotiation of these contracts. Any difficulty in implementing this Policy should be reported to the ISO Central Secretariat who will assist on a case-by-case basis.

## 2. Definitions

In this Policy, the following terms and definitions mean:

### Active Sales

Sales resulting from active marketing, namely actively approaching End Users (e.g. by direct mail or email, unsolicited visits or other forms of unsolicited promotional activity) or actively approaching a specific End User group or End Users in a specific National Territory (e.g. by advertisements in the media or on the internet, such as paying a search engine to show adverts to End Users in a particular National Territory, or through other specifically targeted promotions).

### Copyright

Rights owned by authors to exploit their literary, scientific and artistic works.

### Copyright Fee(s)

Fee resulting from the application of the rules and formulas contained in Annex 7 and Annex 8 upon which a Royalty is due to the ISO Central Secretariat in accordance with Annex 5.

**Drafts**

Documents prepared by ISO Technical Committees, subcommittees, working groups and other technical bodies during the various stages of developing ISO Standards, as defined in the ISO/IEC Directives. Drafts are protected by copyright and therefore this Policy also applies to them. For the purpose of this Policy, Drafts means Draft International Standards (DIS) and Final Draft International Standards (FDIS) only.

**Internal Network**

Private network of a company or an organization meant for the exclusive use of the company or organization and its employees, protected from unauthorized external access with security systems such as firewalls.

**ISO Members**

For the purpose of this Policy, ISO Members are ISO Member Bodies and Correspondent Members, but not Subscriber Members, together with their publishing, sales and marketing companies entitled to reproduce, sell and market or otherwise use ISO Publications, National Adoptions, their Drafts and Other Works provided that the member holds a majority of shares and/or is the controlling body. ISO Members invest and contribute jointly in the development of ISO Standards and for this reason do not include Third-Party Distributors, under separate ownership, appointed by ISO Members.

**ISO Publications**

Publications, including ISO Standards and their official translations, and derived products published by the ISO Central Secretariat products, as defined in Annex 1, in which ISO asserts copyright either solely or jointly with other organizations.

**ISO Standards**

Standards developed within the ISO standardization process in accordance with the procedures of the ISO/IEC Directives, including their amendments and technical corrigenda, at all stages of their development. The complete list and definitions of these deliverables are given in the ISO/IEC Directives.

**ISO Webstore**

ISO Central Secretariat's electronic retail store, located at [www.iso.org](http://www.iso.org) (including ISO's ISolutions product, which provides ISO Members with a branded electronic retail store) at which End Users are able to purchase ISO Publications, Drafts and Other Works over the Internet using a web browser.

**ISO, we, us, our**

The International Organization for Standardization (ISO), a worldwide network of standards bodies. ISO's headquarters are in Geneva (Switzerland), where the ISO Central Secretariat is based.

**Licensee**

Third-Party Distributors and End Users authorized by an ISO Member or the ISO Central Secretariat to distribute or otherwise use ISO Publications, National Adoptions, their Drafts and Other Works.

**License Fee**

Fee charged by an ISO Member or the ISO Central Secretariat to a Third-Party Distributor or an End User.

**List Price**

The price for a particular ISO Publication as displayed in the current ISO Catalogue and available at the ISO Webstore, and which is used as the basis for determining Royalty payments as set out in Annex 5. The List Price is adjusted for multiple workstations, networking use and subscriptions. The List Price is not a recommended resale price, and ISO Members and Third-Party Distributors shall individually determine the prices at which they sell ISO Publications.

**Metadata**

A set of information elements, structured and compiled by ISO and its members as a database, that help to describe or identify ISO Publications. Metadata include titles, designations, editions, dates of publication and similar descriptive elements.

**National Adoptions**

National publications that are based on ISO Standards, prepared in accordance with ISO Guide 21-1:2005 or ISO Guide 21-2:2005 and so contain ISO intellectual property, or endorsements of ISO Standards, where the ISO Standard has been given the status of a national normative document, with any deviations from the ISO Standard identified. National publications derived from ISO Standards but not equivalent as per the definition in ISO Guide 21-1:2005 are not considered as National Adoptions.

ISO Members may accredit or mandate organizations to develop at national level the content in, and contribute to the elaboration of, ISO Publications and prepare such National Adoptions.

ISO Members may authorize such organizations to further license, publish and distribute such National Adoptions in accordance with rights assigned by their ISO Member provided that the ISO Member requires the organization to comply with the terms and conditions of this Policy.

**National Territory**

The country in which an ISO Member's headquarters are located, including any of the country's territories outside its main boundaries.

**Other Works**

Any type of creative works, other than ISO Publications and their Drafts developed by or under the supervision of the ISO Central Secretariat and that are copyrighted by ISO. These works may include, but are not limited to, training material, presentations, videos, the contents of ISO's web site.

**Passive Sales**

Sales resulting from passive marketing, namely responding to unsolicited requests from End Users wherever they are located. General advertising or promotion which is a reasonable way to reach End Users in a Member's National Territory but also reaches End Users in other National Territories is passive marketing. Advertising or selling ISO Publications, National Adoptions, their Drafts and Other Works on an internet website is also passive marketing, except where it falls within the definition of Active Sales.

**Public Network**

Network shared and accessed by End Users not belonging to a single company or organization. A public network is set up for public use, such as the Internet for example.

**Reproduction**

Act of copying ISO Publications, National Adoptions, their Drafts or Other Works.

**Royalty Rate**

A percentage calculated on the List Price in accordance with the Annexes to this Policy.

**Shared copyright**

Copyright shared between two or more parties, for example between an ISO member and ISO.

**End User**

Any company, organization or person other than an ISO Member, a Third-Party Distributor or the ISO Central Secretariat using ISO Publications, National Adoptions, their Drafts or Other Works for its own benefit.

**Third-Party Distributor**

Third-Party appointed by an ISO Member to distribute ISO Publications, National Adoptions, their Drafts or Other Works in its National Territory, or by the ISO Central Secretariat to distribute ISO Publications, Drafts and Other Works in a particular National Territory.

**3. Guiding principles****3.1. Distributing ISO Publications and National Adoptions**

The main objective of ISO and ISO Members is to achieve the widest possible distribution and use of ISO Publications throughout the world that is consistent with the protection of ISO's copyright and the ISO

business model. Distribution of ISO Publications and National Adoptions is primarily the task of ISO Members in their own National Territories and of the ISO Central Secretariat in a National Territory where there is no ISO Member, or where the ISO Member agrees they are not able or authorized to distribute ISO Publications effectively.

The work and contributions by ISO and ISO Members result in ISO Publications and National Adoptions that contain intellectual property of demonstrable economic value. ISO's funds derive primarily from the dues and contributions of the ISO Members and from the sale of ISO Publications and services, in accordance with the ISO Statutes and Rules of Procedure. Moreover, while the exploitation rights defined in Clause 5.1 are not important to the funding of some ISO Members, they are vital to other ISO Members, including Members that contribute significantly to the development of ISO Standards. It is therefore critical that the ISO business model supports the standardization process and the development of standards at both international and national levels.

For this reason, the ISO Central Secretariat, ISO Members and Third-Party Distributors have an obligation to protect the value of ISO Publications and National Adoptions. In particular, ISO Publications and National Adoptions, or parts of them, must not be made available to End Users free of charge, other than for the purposes of further standards development as explained in Annex 3, unless it is explicitly authorized by ISO Council.

ISO Members have a responsibility to continuously promote the understanding of the value of standards, their economic and social importance, the costs of their development and maintenance, and the crucial role of the exploitation of ISO copyright to the ISO system as a whole, to their national governments and to other national stakeholders. The ISO Central Secretariat will assist members by providing regular information and data, together with promotional and explanatory material, for adaptation and use by ISO Members in their National Territories.

### **3.2. Governing Laws and Settling Disputes**

Except as otherwise agreed, the laws of Switzerland govern all matters between ISO Members and ISO concerning POCOSA.

Except as provided in Section 6.2.b) below, any dispute between two or more ISO Members concerning this Policy, must be referred to the ISO Central Secretariat, who will work with them to try to reach a settlement. If the dispute is not settled at that stage, it will be referred to third-party mediation and then third-party arbitration. The parties involved in the dispute must at all times and in good faith make all reasonable effort to reach a mutually acceptable settlement. The ISO Council may sanction any ISO Member in violation of this Policy and these sanctions might ultimately result in exclusion from ISO and the loss of all rights to exploit ISO copyright, in accordance with Clause 5.1 below.

## **4. Protecting ISO's Copyright and Trademarks**

### **4.1. Objectives**

ISO Publications and their National Adoptions are works constituting individuality and originality, and are therefore copyright-protected under the law of Switzerland, which is the country of origin of the works.

This protection of copyright is fundamental. It allows ISO Members and ISO to ensure the proper use of ISO Publications and their National Adoptions, so that their integrity is not compromised and their authority not weakened. It also ensures that income can be derived from their distribution and sale in order to help fund their maintenance and further development. For the same reason, ISO's Code of Ethics states that ISO and all its Members must in good faith make all reasonable efforts and take all appropriate actions to ensure the proper use of the ISO name, trademarks and logo and prevent unauthorized reproduction or distribution of ISO intellectual property in their countries.

## **4.2. Communication on Copyright**

ISO Members and the ISO Central Secretariat should take every opportunity to remind End Users and Third-Party Distributors that ISO Publications, National Adoptions, their Drafts and Other Works are protected by copyright and that this copyright will be enforced, if necessary, by legal means. They should also ensure that all legislative and regulatory authorities are regularly reminded that ISO Publications, including their National Adoptions, their Drafts and Other Works are developed through a voluntary, consensus-based process and that their use is also intended to be voluntary. Regulators or legislators may make reference to ISO Publications, National Adoptions, their Drafts and Other Works but this does not extinguish the copyright asserted by ISO and its ISO Members. It is essential that the legal, administrative and judicial authorities in a National Territory understand this, so that they do not mistakenly classify any ISO Publications, National Adoptions, their Drafts and Other Works as official documents not protected by copyright.

## **4.3. Copyright Notices**

All ISO Publications, National Adoptions, their Drafts and Other Works must carry a copyright notice in a suitable place that is clearly visible, together with an abbreviated copyright notice on each page, in accordance with Annex 2. This will continually remind users that these documents are copyright-protected and must not be reproduced without proper authorization. At the same time, the copyright notice will inform users how this authorization may be obtained.

## **4.4. Protection Measures**

Each ISO Member must in good faith make all reasonable efforts as may be appropriate under the laws of its National Territory to protect, and prevent the unauthorized use of any of ISO trademarks, logos, or the content of any ISO Publications, National Adoptions, their Drafts and Other Works. ISO Members should cooperate with their national political, legal and administrative authorities to help to enforce this Policy.

Each page of PDF versions of ISO Publications, National Adoptions, their Drafts and Other Works must be watermarked to identify the actual purchaser or End User. ISO Publications, National Adoptions, their Drafts and Other Works distributed in other electronic formats (e.g. HTML, ePub) must also be watermarked in a similar way.

When using Public Networks for disseminating any ISO Publications, National Adoptions, their Drafts and Other Works for the development of standards, the ISO Central Secretariat, ISO Members and all participants in technical committees and subcommittees must take appropriate measures to make sure that these ISO Publications, National Adoptions, their Drafts and Other Works are only distributed and used in accordance with Annex 3.

## **4.5. Public Policy and National Laws**

ISO Members must inform the Secretary-General of any new laws, regulations and official decisions, or any court cases or judicial rulings that could directly or indirectly affect ISO's copyright, or the member's ability to comply with the requirements of POCOSA, as soon as they become aware of them.

## **5. Copyright Ownership and Licence**

In accordance with the ISO/IEC Directives, when material contributed for inclusion in an ISO Standard is already subject to copyright, the right to copy and distribute the material must be granted by standards developers to ISO and ISO Members, including the right to reproduce it in any other form or in any other works.

Except specific cases where rights are explicitly shared with ISO Members or other organizations, ISO is the only copyright holder of ISO Publications and their associated Metadata and therefore has the right to exploit them all over the world, in any format, at any time and to grant exploitation rights to ISO Members, Third-Party Distributors and End Users.

## 5.1. Rights of ISO Members

There is only one ISO Member in each National Territory. ISO Members enjoy non-exclusive, transferable and unlimited rights in their National Territories to distribute ISO Publications, National Adoptions, their Drafts and Other Works and the right to make Passive Sales outside its National Territory. This includes the rights in its National Territory to:

- a) Reproduce or distribute ISO Standards;
- b) Prepare translations of ISO Standards;
- c) Develop and distribute National Adoptions;
- d) Develop products derived from ISO Standards;
- e) Define its own pricing policy for ISO Standards, National Adoptions, their Drafts and Other Works;
- f) Receive retrocession payments.

These rights held by an ISO Member are subject to the rights of other ISO Members to make Passive Sales into that ISO Member's National Territory. They enable ISO Members to share the fruits of this collaborative work and also contribute to developing and broadly distributing ISO Publications.

ISO Members can contract with other ISO Members to reproduce, translate, distribute, sell, lease and lend National Adoptions outside the adopting ISO Member's National Territory. ISO Members entering into such contracts must ensure their terms comply with this Policy and all relevant competition laws.

The use of ISO Metadata, as structured and compiled in a database by ISO, is strictly limited to ISO Members, the ISO Central Secretariat and their respective appointed Third-Party Distributors. Members appointing Third-Party Distributors must ensure that those Third-Party Distributors comply with the obligation in this sub-clause not to authorize any other person to use ISO Metadata.

The provision of ISO Publications, National Adoptions, their Drafts and Other Works in raw formats such as Word or XML to Third-Party Distributors is permitted but (except for those organizations accredited or mandated by ISO Members to develop at the national level the content in, and contribute to the elaboration of, ISO Publications and prepare such National Adoptions) only and strictly for the development of products or services and under a commercial agreement. They cannot be made available directly to End Users, except by ISO Members or the ISO Central Secretariat and only for internal use for the implementation of a standard.

When an organization ceases to be an ISO Member, for whatever reasons, all exploitation rights are immediately and automatically withdrawn, including the right to distribute National Adoptions or any products based on them. ISO Members needing, as part of their obligations according to agreements with Third-Party Distributors or End Users, to continue to exploit their rights under the license according to this Policy have to refer to the Secretary-General to negotiate possible options. Only the ISO Council can decide to temporarily grant exploitation rights, or decide that such rights are temporarily transferred, to another organization within a National Territory until a new ISO Member is formally designated by Council.

ISO Members that do not meet the terms and conditions of this Policy, or are not willing to protect copyright in ISO Publications, National Adoptions, their Drafts and Other Works may ultimately be excluded from ISO.

## 5.2. Licensing agreements with Third-Party Distributors

ISO Members and the ISO Central Secretariat may enter into licensing agreements which allow Third-Party Distributors to exercise all or some of their exploitation rights (except as specified in clause 6.2(b)), but not more than the rights of ISO Members, as described in this Policy, in their National Territory only, with the right to make Passive Sales outside their National Territory.

- a) **Conditions for ISO Members:** ISO Members do not need the permission of the ISO Central Secretariat to enter into one of these agreements but they must ensure that they are in accordance with all the relevant provisions or conditions of this Policy. However, ISO Members must systematically report such agreements and their scope to the ISO Central Secretariat.

In addition, Third-Party Distributors cannot be given the right to licence the reproduction of the content in ISO Publications, National Adoptions, their Drafts and Other Works to any other third-party (except those organizations accredited or mandated by ISO Members to develop at the national level the content in, and contribute to the elaboration of, ISO Publications and prepare such National Adoptions). Also, ISO Members can only enter with Third-Party Distributors into agreements of a maximum duration of three years. Such licensing agreements with Third-Party Distributors can be renewed by the ISO Member at the end of this three-year period. ISO Members must systematically report renewals of such agreements to the ISO Central Secretariat.

Any ISO Member appointing a Third-Party Distributor must ensure that its Third-Party Distributor complies with the terms and conditions of this Policy as they apply to the ISO Member, including terms relating to Active and Passive Sales and that they protect the content of any ISO Publications, National Adoptions, their Drafts and Other Works.

If an ISO Member believes that an ISO Member's Third-Party Distributor is actively selling and marketing ISO Publications, National Adoptions, their Draft and Other Works in its own National Territory, or are misrepresenting their National Adoptions, or products containing National Adoptions, as equivalent to ISO Publications, then the issue should be referred to the Central Secretariat for guidance from ISO's Commercial Policy Advisory Group (CPAG) or, if the issue cannot be resolved, to the ISO Council for decision.

ISO Members whose Third-Party Distributors do not comply with the terms of this Policy may be denied by the ISO Council the right to appoint such Third-Party Distributors. Moreover, if it appears that a Third-Party Distributor did not, on several occasions, respect the terms of this Policy, the ISO Council could prevent all ISO Members from signing or maintaining agreements with this Third-Party Distributor.

- b) **Conditions for the ISO Central Secretariat:** The ISO Central Secretariat, when issuing a licence to a Third-Party Distributor, will consult with or seek the permission of the relevant ISO Member, or if necessary with ISO's Commercial Policy Advisory Group (CPAG) for guidance or the ISO Council for decision, as appropriate.

When granting such licenses, ISO Members and the ISO Central Secretariat must ensure that Third-Party Distributors do protect the value of ISO Publications and National Adoptions.

## **6. Distribution of ISO Publications, National Adoptions, their Drafts and Other Works**

### **6.1. Distribution by the ISO Central Secretariat**

The role of the ISO Central Secretariat includes the following:

- a) **Supplying ISO Publications and Metadata to ISO Members and Third-Party Distributors:** The ISO Central Secretariat will supply all ISO Publications and their associated Metadata to ISO Members or their Third-Party Distributors in a prompt and efficient manner. The ISO Central Secretariat will make ISO Publications and Metadata available to any appointed Third-Party Distributors in accordance with the terms and conditions specified in their contracts.
- b) **Distribution of ISO Publications to End-Users:** The ISO Central Secretariat will maintain an effective and efficient sales and distribution service for all ISO Publications to supplement the distribution services offered by the ISO Members. It has a key role in promoting and distributing ISO Publications in territories with no ISO Member, or in territories where the ISO Member is not willing, or able, or authorized to do so. This may be done through ISO Central Secretariat's own sales service, including the ISO Webstore, or by appointing distributors in these territories.

The ISO Central Secretariat also has a role in responding to enquiries from customers from all over the world, either by dealing with those enquiries directly, or by referring them to the local member, where that member has requested this, and can offer an equivalent sales service.

More specifically requests from End Users received by the ISO Central Secretariat on the ISO Webstore for ISO Publications will be redirected, at each ISO Member's option, to the ISO Member in the National Territory in which the customer is located provided that the ISO Member has the demonstrated capability to service that customer (i.e. the ISO Member operates a web store, it sells all ISO Publications, at least individually, in electronic format in such web store and it respects all conditions of ISO POCOSA).

The ISO Central Secretariat keeps a record of its sales made to End Users in the National Territories of ISO Members. On request, Members can receive on quarterly basis a report of these sales in their National Territory only, containing all the product and customer information that is permitted by the laws of Switzerland. Each ISO Member will receive a share of the revenue the ISO Central Secretariat receives from sales in its territory, in accordance with Annex 4.

- c) **Marketing support:** The Secretary General will set the List Price of ISO Standards in all formats. These prices will be reviewed at least once a year and ISO Members will be informed of any changes at least 60 days before they come into force. The ISO Central Secretariat will also produce promotional material to help in the marketing of ISO Standards.

## 6.2. Distribution by ISO Members

ISO Members have the primary responsibility for the sale and distribution of ISO Publications, National Adoptions, their Drafts or Other Works in their National Territories.

- a) **Distribution of ISO Publications:** ISO Members can sell and market ISO Publications, in all their different language versions prepared by the ISO Central Secretariat, in accordance with this Policy and on their own commercial terms. Sales of original ISO Publications, National Adoptions excepted, are subject to the payment of Royalties as set out in Annex 5. Members can also benefit from the discounts described in Annex 5 when purchasing ISO Publications directly from the ISO Central Secretariat.

ISO Members also have the primary right to translate ISO Publications, Drafts and Other Works into their own national languages, which includes the preparation of translations of ISO Standards without adopting them, or the preparation of translations of ISO Publications, Drafts and Other Works other than ISO Standards. All translations of ISO Publications should carry a disclaimer as to accuracy and should reference the official language versions as authoritative in cases where there is any doubt. Copyright in such translations is shared between ISO and the ISO Member having prepared the translations. Royalties must be paid to the ISO Central Secretariat on the sale of these translations, in accordance with Annex 5.

Any request from an End User to prepare translations of ISO Publications, Drafts and Other Works into a language that is not an official language of ISO should be referred to the most appropriate ISO Member. If there is any doubt about which is the most appropriate ISO Member, the request should be referred to the ISO Central Secretariat for a decision.

- b) **Distribution of National Adoptions:** ISO Members can only adopt ISO Standards as National Adoptions by the following two methods, in accordance with ISO Guide 21-1:2005:
- **Republication method:** in which the ISO Member republishes the text of the ISO Standard and adds its own national foreword, copyright notice and national branding on each page so that it is clearly identified as a National Adoption. An indication of the origin of the text must be included in accordance with Annex 2. When an ISO Member adopts by the republication method, the National Adoption may be sold without Royalties being paid to ISO, but all other parts of this Policy still apply.
  - **Endorsement method:** in which the ISO member announces that the ISO Standard now has the status of a National Adoption and prepares an endorsement notice. When the ISO Member adopts an ISO Standard by the endorsement method, customers asking for the National Adoption must be supplied with the original ISO Standard together with the national endorsement notice. Therefore, Royalties must be paid on the sale of the National Adoption in accordance with Annex 5.



ISO Members adopting ISO Standards by either method must protect copyright in accordance with the rules in clauses 4 and 5 of this Policy. ISO Members must, and must ensure that their Third-Party Distributors, never misrepresent their National Adoptions, or products containing National Adoptions, as equivalent to ISO Publications.

The terms for the sale of translations of ISO Standards published as National Adoptions are the same as for any other National Adoptions.

Except as provided below, ISO Members must not conduct Active Sales of ISO Publications, Drafts, National Adoptions and Other Works in the National Territories of other ISO Members. If an ISO Member receives a request from an End User in the National Territory of another ISO Member, it can deal with that request as this is considered a Passive Sale.

Agreements can exist between two ISO Members to allow Active Sales of National Adoptions in their respective National Territories as long as such agreements comply with competition law. A formal request can be made by one ISO Member wishing to have such an agreement in place to another ISO Member. In such cases, this other ISO Member must provide an answer within a reasonable timeframe, and written guidance (which may be amended from time to time) will be provided by ISO's Commercial Policy Advisory Group (CPAG) on the meaning of "a reasonable timeframe" for the purposes of this sub-clause. In the event that an answer is not received within a reasonable timeframe or if the requesting ISO Member is dissatisfied with the answer that has been provided, the requesting ISO Member may refer the issue to the ISO Central Secretariat in accordance with the dispute resolution procedures set forth in Section 3.2.

Apart from such agreements, considering the role of standards to enable trade between countries and the vital contributions made by ISO Members to the development of ISO Standards, ISO Members may actively sell products containing National Adoptions in the National Territories of other ISO Members so long as National Adoptions do not exceed a materiality threshold, and so do not result in a material adverse impact on the local ISO Member. ISO's Commercial Policy Advisory Group (CPAG) will publish written guidance on materiality thresholds, the appropriate way to calculate whether the materiality threshold has been breached, which guidance may vary according to one or more of the following non-exhaustive list of potentially relevant factors, namely: the type of product (e.g. number of National Adoptions relative to non-ISO Standards in a subscription product, or other added content and functionality), its value and volume of distribution. ISO's Commercial Policy Advisory Group (CPAG) will then monitor the operation of the materiality thresholds and, if it judges appropriate, amend its guidance from time to time.

If an ISO Member believes that another ISO Member is actively selling and marketing National Adoptions, in its own National Territory resulting in such a material adverse impact or misrepresents their National Adoptions or products containing National Adoptions as equivalent to ISO Publications, it should attempt to resolve the problem through bilateral discussions consistent with applicable competition laws. If no agreement is reached the issue should be referred to the Central Secretariat for advice from ISO's Commercial Policy Advisory Group (CPAG) or, ultimately, through the dispute resolution process set out in Section 3.2.

The rights granted by this sub-paragraph to ISO Members to conduct certain Active Sales of National Adoptions outside that ISO Member's National Territory are personal to those ISO Members and ISO Members are prohibited from authorizing Third-Party Distributors to exercise the rights conferred by this sub-paragraph (except those organizations accredited or mandated by ISO Members to develop at the national level the content in, and contribute to the elaboration of, ISO Publications and prepare such National Adoptions).

### 6.3. Distribution by Third-Party Distributors

Third-Party Distributors can be appointed:

- a) **By ISO Members:** To promote the Active Sale of ISO Publications, National Adoptions, their Drafts and Other Works in their National Territory, with the right to make Passive Sales outside their National Territory, on their own terms. ISO Members must systematically report to the ISO Central Secretariat of the signature or renewal of any agreement with Third-Party Distributors. ISO Members must also ensure

that Third-Party Distributors include in the watermark their name and the name of the ISO Member in addition to the requirements of this Policy. Members are permitted to authorize Third-Party Distributors to use raw formats such as Word or XML of ISO Publications, National Adoptions, their Draft and Other Works, but only on the condition that these formats are used by Third-Party Distributors exclusively for the development of products and services bringing significant added-value to the End Users compared to the original PDF version.

- b) **By the ISO Central Secretariat:** To promote the sale of ISO Publications, Drafts and Other Works in a National Territory where there is no ISO Member, or in National Territories where the ISO Members inform in writing to the ISO Central Secretariat that they agree to the appointment by the ISO Central Secretariat of Third-Party Distributors, with the right to make Passive Sales outside their National Territory.

In accordance with clause 5.2, Members must ensure that their Third-Party Distributors comply with all the relevant terms and conditions of this Policy.

## **7. Reproduction of ISO Publications by ISO Members, Third-Party Distributors and End Users**

### **7.1. Reproduction by ISO Members**

Provided that ISO copyright is adequately protected, the reproduction of ISO Publications is permitted in the following circumstances:

- a) **Reproduction for internal use:** ISO Members can reproduce ISO Publications, free of charge, in their national reference libraries. Reproduction is also permitted free of charge for experts to use in developing further ISO Standards, or regional or national standards, as long as access is given for a limited time and controlled audience by ISO Members.
- b) **Reproduction for sale or licence:** ISO Members can reproduce ISO Publications, or parts of them, for sale in hard copy, or subject to a licence in electronic formats, but they must meet, whenever applicable, the rules set out in Annexes 7 or 8, and the Royalty terms and conditions set out in Annex 5.
- c) **Reproduction for incorporating into ISO Members' products:** ISO Members can incorporate content from ISO Publications in their own products but they must pay a Royalty to ISO on the sales or licence of these products, and must meet the rules set out in Annex 8 and the Royalty terms and conditions set out in Annex 5.
- d) **Reproduction of ISO Publications as National Adoptions:** ISO Members may adopt ISO Standards as National Adoptions in accordance with ISO/IEC Guide 21-1:2005 or ISO/IEC Guide 22-1:2005. These National Adoptions, or parts of them, may be sold, reproduced or licensed without payment of a Royalty to ISO if the adoption is by the republication method (see clause 6.2(b)).
- e) **Reproduction of National Adoptions in ISO Member's Products:** ISO Members can incorporate content from their National Adoptions in their own products for sale or licence without payment of a Royalty to ISO as long as these products are not standards or normative documents other than National Adoptions. The content taken from the National Adoptions must not be represented as being taken directly from ISO Publications and the products containing this content must not be represented, implicitly or explicitly, as ISO Publications. ISO Members and their Third-Party Distributors must never implicitly or explicitly represent National Adoptions as being ISO Standards or equivalent to ISO Standards.
- f) **Reproduction in standards or normative documents other than National Adoptions:** ISO Members may not reproduce ISO Publications or National Adoptions, or parts of them, in national or third-party standards, or normative documents, which are not National Adoptions, without the written permission of the ISO Central Secretariat. Where necessary the ISO Central Secretariat will seek the advice of ISO's Commercial Policy Advisory Group (CPAG), or the decision of Council, as appropriate.

## 7.2. Reproduction by Third-Party Distributors

ISO Members may issue licences to Third-Party Distributors in their National Territories which allow them to reproduce ISO Publications, or parts of ISO Publications, in products for sale, such as books or software. ISO Members may issue these licences on their own commercial terms, but the Royalty ISO Members pay to the ISO Central Secretariat must be calculated in accordance with Annex 5. All other conditions described in in this Policy remains.

## 7.3. Reproduction by End Users

In their National Territories, provided that ISO's copyright is adequately protected, ISO Members can grant End Users a licence to reproduce ISO Publications as follows:

- a) **Networking of ISO Publications:** ISO Members may issue licences to End Users in their National Territories which allow them to reproduce ISO Publications for their own use in their Internal Networks, including Internal Networks that extend beyond the ISO Member's National Territory. ISO Members may issue these licences on their own commercial terms, but must meet the rules set out in Annex 7 and the Royalty terms and conditions set out in Annex 5 to calculate and pay Royalties to the ISO Central Secretariat. The provision of such service must be subject to the signature or formal approval by the End User of a proper license agreement in which it undertakes to respect the copyright and terms of use of the ISO Publications part of the subscription.
- b) **Reproduction for other internal use:** ISO Members may issue licences to End Users in their National Territories which allow them to reproduce ISO Publications, or parts of ISO Publications, for internal uses such as distribution at a meeting or incorporation in internal documents and company manuals, including distribution in locations outside the National Territory. ISO Members may issue these licences on their own commercial terms, but the Royalties ISO Members pay to the ISO Central Secretariat must be calculated in accordance with Annexes 8 and 5.

Requests received by the ISO Central Secretariat will be referred to the ISO Member in whose National Territory the End User has its headquarters, unless that ISO Member has told the ISO Central Secretariat that they do not want to perform this role. This does not preclude passive sales by other ISO Members. The ISO Central Secretariat will be responsible for issuing licences in National Territories without ISO Members. When the ISO Central Secretariat grants such licences, the terms and conditions will be in accordance with Annex 7 and 8 respectively.

## 8. Reporting

ISO Members must report to ISO Central Secretariat all their sales of ISO Publications, National Adoptions, their Drafts and Other Works, reproductions and translations, together with all their sales through reproduction agreements with Third-Parties Distributors and End Users, whether for internal use or commercial purpose, in accordance with Annex 6. Sales through reproduction agreements with Third-Party Distributors must be reported to ISO Central Secretariat by the ISO Members having appointed those Third-Party Distributors.

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## LIST OF ISO PUBLICATIONS

The table below lists all ISO Publications. They are grouped into four different categories to distinguish between ISO Standards and related products, products prepared by the ISO Central Secretariat and documents jointly published or jointly distributed.

	① ISO Standards	② ISO derived products and packages	③ ISO Central Secretariat products	④ Partnership publications
<b>Definition</b> (for the purpose of ISO POCOSA 2016)	Standards developed within the ISO standardization process in accordance with the procedures of the ISO/IEC Directives, including their amendments and technical corrigenda, at all stages of their development.	Publications derived from or made up of ISO Standards prepared and published by the ISO Central Secretariat.	Informational products prepared and published by the ISO Central Secretariat, targeted at ISO Members, potential users of ISO Standards and the general public.	Publications jointly developed and published by ISO and Standards Developing Organisations (SDOs) under the terms of specific agreements which may include particular conditions for their distribution and exploitation.
<b>Examples and type of products</b>	<ul style="list-style-type: none"> <li>• Working draft (WD)</li> <li>• Committee draft (CD)</li> <li>• Draft international standards (DIS)</li> <li>• Final draft international standards (FDIS)</li> <li>• ISO Standards</li> <li>• Publicly available specification (ISO/PAS)</li> <li>• Technical specification (ISO/TS)</li> <li>• Technical report (ISO/TR)</li> <li>• International workshop agreement (IWA)</li> <li>• Technology trends assessment (TTA)</li> <li>• ISO guides</li> </ul>	<ul style="list-style-type: none"> <li>• ISO Standards handbooks</li> <li>• ISO compendia</li> <li>• Compilation of standards</li> </ul>	<ul style="list-style-type: none"> <li>• Implementation handbooks and guidelines</li> <li>• Manuals</li> <li>• Promotional publications and material in all type of support</li> <li>• ISO Focus+</li> </ul>	ISO Standards produced through Partner SDO (PSDO) agreements approved by ISO Council.



## **COPYRIGHT NOTICES FOR ISO PUBLICATIONS AND NATIONAL ADOPTIONS**

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### **1 Scope**

ISO Publications, particularly ISO Standards, Drafts and National Adoptions, must not be circulated without a proper Copyright notice. The Copyright notice to use depends on the type of publication and its status. The acceptable Copyright notices are as follows.

### **2 Abbreviated notice on ISO Standards**

For ISO Standards and drafts, an abbreviated Copyright notice should be on each page as follows:

© ISO [year] – All rights reserved

Or

© ISO/IEC [year] – All rights reserved

Such notices also apply to all extracts or parts of ISO Publications, including ISO Standards, Drafts, National Adoptions and Other Works, regardless of their size, incorporated into any type of product or service developed by ISO Members or the ISO Central Secretariat.

### **3 Copyright notice on ISO Standards**

The following Copyright notice must appear on each published ISO Standard, draft international standard (DIS), final draft international standard (FDIS), as well as working and committee drafts:

© ISO [year]

All rights reserved. Unless otherwise specified, or required in the context of its implementation, no part of this publication may be reproduced or utilized otherwise in any form or by any means, electronic or mechanical, including photocopying, or posting on the internet or an intranet, without prior written permission. Permission can be requested from either ISO at the address below or ISO's member body in the country of the requester.

ISO Copyright Office  
CP 401 • CH-1214 Vernier, Geneva  
Phone: + 41 22 749 01 11  
Fax: + 41 22 749 09 47  
Email: [copyright@iso.org](mailto:copyright@iso.org)  
Website: [www.iso.org](http://www.iso.org)

Published in Switzerland.

## 4 Other Copyright notices allowed

If a draft is a direct reproduction of copyrighted material produced by another organization that develops standards (for example, in the case of parallel development or the proposed use of existing standards) the following Copyright notice can be used.

© ISO/[*other standards developing organization*] [*year*]

This ISO/[*other standards developing organization*] document is a Draft International Standard and is copyright-protected by ISO and [*other standards developing organization*]. Unless otherwise specified, or required in the context of its implementation, no part of this publication may be reproduced or utilized otherwise in any form or by any means, electronic or mechanical, including photocopying, or posting on the Internet or an Intranet, without prior written permission.

Requests for permission to reproduce should be addressed to ISO at the address below or ISO's member body in the country of the requester. In the [*country of origin of the other standards developing organization*], such requests should be sent to [*other standards developing organization*].

ISO Copyright Office  
CP 401 • CH-1214 Vernier, Geneva  
Phone: + 41 22 749 01 11  
Fax: + 41 22 749 09 47  
Email [copyright@iso.org](mailto:copyright@iso.org)  
Website: [www.iso.org](http://www.iso.org)

[*Indicate the full address, telephone number, fax number and email address, as appropriate, of the Copyright Manager of the other standards developing organization.*]

Reproduction may be subject to Royalty payments or a licensing agreement. Offenders will be prosecuted for infringement before civil and criminal courts.

When the approved ISO Standard is published by the ISO Central Secretariat, it must carry only the relevant ISO Copyright notice.

## 5 Copyright notices on National Adoptions or translations of ISO Standards

When an ISO Member adopts an ISO Standard as a national standard, or translate an ISO Standard, the ISO Copyright notice can be replaced by the ISO Member's own Copyright notice in accordance with the rules of that ISO Member in that National Territory. However, the Copyright notice should mention the origin of the work as follows, for example, for the National Adoptions:

© ISO [*year*] – All rights reserved

© [*acronym of the ISO Member having prepared the National Adoption or the translation*] [*year*] for the national adoption.

Or as follows, for example, for direct translations of ISO Standards:

© ISO [*year*] – All rights reserved

© [*acronym of the ISO Member having prepared the National Adoption or the translation*] [*year*] for the translation.

## **DIRECTIVES FOR DISSEMINATING ISO STANDARDS IN THE DEVELOPMENT PROCESS**

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### **1 Scope**

This annex explains the rules for distributing ISO Standards at all stages of their development, as well as other documents produced during the process of developing standards.

### **2 General principles**

Although ISO Publications are copyright-protected, we encourage the dissemination or reproduction, free of charge, of ISO Standards and drafts needed to prepare other standards, including National Adoptions of ISO Standards or national standards. However ISO Copyright must be respected, and documents should only be disseminated to:

- ISO Members (specifically members on a given technical committee);
- delegates accredited by ISO Members;
- liaison organizations on ISO committees;
- experts appointed to ISO working groups; and
- members of national committees mirroring an ISO technical committee and their sponsoring organizations (for example, trade associations, government departments, etc.);
- delegates of non-ISO committees as long as deemed justified by the ISO Member in the country where the entities running these committees are located.

Considering that many ISO Members and the ISO Central Secretariat receive an income from selling ISO Publications, including drafts, anyone with access to ISO Standards and drafts must make sure that those documents are not disseminated contrary to the terms of ISO POCOSA. If anyone not involved in developing standards wants to reproduce all or part of any ISO Standard or draft, they must get written permission from the ISO Member in the country in which they are located or from the ISO Central Secretariat.

The use of public networks, such as the Internet, when developing standards, is encouraged as long as that use is strictly limited to identified users and follows the rules in this document (unless the ISO Council agrees otherwise).

### **3 Directives for disseminating standards**

The paragraphs below explain the rules to be followed when distributing ISO Standards and drafts. The provisions of the core document of ISO POCOSA, particularly Clause 4, also apply. The status of modified versions of technical documents created in the form of contributions from a national body or a designated expert must be clearly identified, with all proposed revisions clearly marked.

#### **3.1 Dissemination for developing standards**

As explained above, ISO Standards and their drafts may be reproduced and distributed for the purpose of further standardization. For example, a standard being developed by ISO technical committee A may give a reference to another ISO Standard, and that would give members of ISO technical committee A the opportunity to review the ISO Standard in question. In such a context, the ISO Standard can be reproduced and disseminated free of charge to named individuals entitled to receive the text because they are part of the ISO system. However, our Copyright must

be respected and restrictions on further dissemination must be specified, in particular through using a watermark.

### **3.2 Distribution for public comment**

The standardization process may include a public-enquiry stage where draft standards need to be made available for all interested parties to comment on. In this case, the general public can have free access to drafts. If this access is given through the internet, there must be a registration process to prevent people from getting direct access to these drafts through a simple internet search. Members may also offer access to draft standards through blogs, wikis and so on. In this case a registration process is not necessary to access the draft standard but it should be ensured that people cannot download the entire standard (for example, access in PDF or Word format is not permitted). In all cases, our copyright must be respected and restrictions on further dissemination must be specified, in particular through using a watermark.

## **4 Other information linked to the developing standards**

### **4.1 Reports of meetings and resolutions**

Reports and resolutions of meetings must be made widely available to the experts on any ISO technical committee, subcommittee or working group. A distinction must be made between reports prepared for public information and confidential reports which quote specific comments from experts. Confidential reports should be protected by passwords.

### **4.2 Project-management information**

Project-management information stored in the ISO Central Secretariat database should only be accessible to authorized people and therefore must be protected (for example by passwords).

### **4.3 Public information and administrative documents**

Public information (for example, ISO/IEC Directives, press releases and so on) and administrative documents (for example, work programmes, annual reports, meeting calendars, document registers, meeting notices and agendas) may be made available to the public, free of charge, through the internet.





## PAYMENTS ISO MEMBERS RECEIVE FROM THE ISO CENTRAL SECRETARIAT ON THE SALE OF ISO PUBLICATIONS IN THEIR TERRITORY (RETROCESSIONS)

ISO Members will receive a retrocession on any sale of ISO Publications in their National Territory. The retrocession they receive is a share of the revenue the ISO Central Secretariat receives as follows:

Category of ISO Publications	Revenue from orders received at the ISO Central Secretariat	Revenue from orders received through the ISO Webstore	Revenue received from End Users and ISO/CS Third-Party Distributors (licensees)
<b>1</b> ISO standards	<b>60%</b> of the ISO List Price for orders received from End-Users in the ISO Member's National Territory.	<b>60%</b> of the ISO List Price for orders received from End-Users in the ISO Member's National Territory.	<b>50%</b> of the Copyright Fee <sup>1</sup> received from End Users or ISO/CS Third Party Distributors, in proportion to the National Territories concerned. <sup>2</sup>
<b>2</b> ISO-derived products and packages			
<b>3</b> ISO Central Secretariat products	The level of retrocession is set out in specific distribution agreements with the ISO Member concerned.		No payment is made.
<b>4</b> Partnership publications	As agreed with the partner.		

<sup>1</sup> The Copyright Fee is the amount received from End Users or ISO/CS Third-Party Distributors resulting from the application of the rules and formulas in Annex 7 or Annex 8

<sup>2</sup> Revenue from National Territories without an ISO Member is not subject to retrocession payments by ISO/CS



## ROYALTY DUE BY ISO MEMBERS TO THE ISO CENTRAL SECRETARIAT ON THE DISSEMINATION OF ISO STANDARDS TO END-USERS OR THROUGH THIRD-PARTY DISTRIBUTORS

The Royalty ISO Members must pay to the ISO Central Secretariat for disseminating ISO Publications in their National Territory are indicated in the table below. It has to be noted that the ISO Members have to pay any tax due on Royalty payments they make. If tax is due, ISO Members must work out the Royalty in line with the percentages set out below, and the tax on that payment, and pay the total to the ISO Central Secretariat.

Category of ISO Publications	Royalty for selling reproductions of ISO Publications	Royalty for selling translations of ISO Publications	Royalty for the reproduction, in electronic form or printed copy, by End-Users	Royalty for selling publications developed by ISO Members and incorporating ISO Standards
<b>1</b> ISO Standards	<b>30%</b> of the <b>ISO List Price</b> for each copy reproduced of ISO Standards, working drafts, committee drafts, draft international standards and final draft international standards	<b>20%</b> of the <b>ISO List Price</b> of the original ISO Standard	For electronic reproductions to be distributed in an End-User Internal Network:  <b>30%</b> of the Royalty worked out in <u>line with Annex 7</u>  For printed reproductions or electronic reproductions distributed externally:  <b>30%</b> of the Royalty worked out in <u>line with Annex 8</u>	<b>30%</b> of the net revenue <sup>1</sup> , in proportion to the ISO material included in the publication or,  ISO Members can also sign a license agreement with the ISO Central Secretariat.
<b>2</b> ISO-derived products and packages	Does not apply	<b>20%</b> of the <b>ISO List Price</b> of the original ISO Publication	Does not apply	Does not apply
<b>3</b> ISO Central Secretariat products				
<b>4</b> Partnership publications		Does not apply	Does not apply	Does not apply

<sup>1</sup> Net revenue means ISO List Price less shipping charges.



## REPORTING SALES OF ISO PUBLICATIONS AND NATIONAL ADOPTIONS

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### 1 Objectives

The objectives of ISO Central Secretariat collecting information on ISO Members' sales of ISO Publications are as follows.

- To work out and control Royalty payments that ISO Members need to pay to the ISO Central Secretariat;
- To evaluate the total take-up of ISO Publications and their National Adoptions and so monitor performance against the ISO strategic plan; and
- To identify and analyse market trends.

The ISO Central Secretariat will process all the information received and will share it with ISO Members to give them a better knowledge of the volume and geographic distribution of sales.

An Excel template providing more detailed examples of the information ISO Members must send to the ISO Central Secretariat, and the format the information must be in, is available from the ISO Central Secretariat. ISO Members can use the template to report sales.

### 2 Quarterly reports on sales of ISO Publications by ISO Members

At the end of March, June, September and December, ISO Members must report on, and work out the Royalties they need to pay to the ISO Central Secretariat for their and their Third-Party Distributors' sales of reproductions of ISO Publications.

#### 2.1 Summary of Royalties paid to the ISO Central Secretariat

ISO Members must include in their reports sales information related to the different categories of Royalties paid to the ISO Central Secretariat as follows.

Category 1.1	Reproduction of individual ISO Standards in hard copy and in electronic form
Category 1.2	Reproduction of individual ISO draft standards (working drafts, committee drafts, draft international standards and final draft international standards) in hard copy and in electronic form
Category 1.3	Licencing ISO Standards on End-User Internal Networks in line with annex 7
Category 1.4	Reproduction of ISO Standards in hard copy or electronic form (except over Internal Networks) by End-Users in line with Annex 8
Category 1.5	Reproduction of ISO Standards in national publications
Category 1.6	Sales of translations of ISO Standards
Category 1.7	Sales of translations of ISO Publications other than ISO Standards

## **2.2 Format of information to be provided by ISO Members**

We prefer ISO Members to use the Excel template for collecting and reporting information, but any other widely used format can be used. If another format is used, the following rules apply.

- The first line in the spreadsheet should contain the name of the fields of information;
- The exact official ISO reference number for referring to ISO Standards must be used;
- There should be one line of the spreadsheet for each ISO Standard reference number included in the report;
- The two-character codes given in ISO 639 to indicate the language should be used when reporting on translations; and
- Information not asked for, and formatting such as borders, shading, colours and so on, must not be added to the spreadsheet – it should remain as basic as possible.

ISO Members should also state their organization's acronym in the reports, as well as the quarter and the year covered in each of the tables provided. (The first quarter is 1 January to 31 March, the second quarter is 1 April to 30 June, the third quarter is 1 July to 30 September, and the fourth quarter is 1 October to 31 December.)

## **3 Quarterly reports on sales of National Adoptions of ISO Standards**

The information ISO Members must provide in their quarterly reports includes the following:

- The number of ISO Standards adopted as national standards, including European standards derived from ISO Standards (for example EN ISO);
- The total revenue from selling National Adoptions of ISO Standards and the total number sold;
- Titles of the 20 top-selling National Adoptions, the number of each sold, and the percentage they represent of total sales of National Adoptions;

## **4 Yearly reports on sales of total sales of standards and related products**

Each year ISO Members must report on their total sales of ISO Standards and related documents, including drafts, national and regional standards, National Adoptions of ISO and IEC standards, ISO and IEC standards, and standards from other standards organizations. In addition, ISO Members must report the ratio between the sales of ISO Publications and the sales of National Adoptions.

## **RULES FOR LICENSING ISO PUBLICATIONS ON END USER INTERNAL NETWORKS**

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### **1 Scope**

End Users such as companies or organizations may ask to have ISO Publications available in electronic format on their own Internal Networks, so that some, or all, of their employees can access ISO Publications from different locations.

ISO Members can negotiate licence agreements and License Fees with such End Users, with their own terms and conditions, but ISO Members must use the rules in this Annex for calculating the Copyright Fee on which Royalty is to be paid to the ISO Central Secretariat. This Royalty percentage to be applied to the Copyright Fee is set out in Annex 5.

The rules in this Annex must also apply to Third Party Distributors selling such licence agreements for calculating the annual Copyright Fee on which Royalty payments to ISO/CS are based.

If an ISO Member needs assistance in understanding and applying these rules, they should consult the ISO Central Secretariat.

### **2 General provisions of a licence agreement with an End User**

#### **2.1 Supplying the ISO Publications asked for**

The ISO Publications required can be provided to the End User online or in on media such as CD-ROM, DVD, hard disks, etc.

#### **2.2 Updating service**

The ISO Member must offer an updating service under which relevant new and revised ISO Publications will be provided in a format and at a frequency agreed with the End User.

#### **2.3 Copying ISO Publications in the collection**

The ISO Member issuing the licence agreement decides terms and conditions for the End User to make hard copies of the ISO Publications. However, these hard copies must be for internal use only and must not be disseminated or sold outside the End User.

#### **2.4 Duration of the licence agreement**

The licence agreement must be for at least one year. When the licence agreement ends, the End User must confirm in writing, to the ISO Central Secretariat or the ISO Member granting the licence agreement, that it has destroyed all ISO Publications delivered and any hard copies produced under the licence agreement. The End User's right to keep one electronic or hard copy of each ISO Publication in the collection for archiving purposes must be covered by a specific clause in the licence agreement and a License Fee for those copies should be paid on top of the Copyright Fee.

### **3 Elements included in the calculation of the Royalty fee**

ISO Members are responsible for setting the annual License Fee for their licence agreements. However, they have to make sure that their annual License Fee policy reflects a reasonable

market value. When working out the annual License Fee an End User will have to pay, the following elements may be considered.

### 3.1 Number of simultaneous network users and sites

The number of simultaneous network users is the maximum number of employees in a company or organization that may access the ISO Publications at the same time. A company or organization may have several sites in one National Territory or in several different National Territories. For the purpose of calculating the Copyright Fee, each site on the network counts as an extra simultaneous network user.

- For organizations with 10'000 or more employees located in one National Territory, the calculation of the Copyright Fee should be based on a minimum of five simultaneous network users and sites.
- For organizations with 10'000 or more employees located in more than one National Territory, the calculation of the Copyright Fee should be based on a minimum of 10 simultaneous network users and sites.

### 3.2 Number of ISO Publications

End-users may choose the ISO Publications they would like to have as collections on their Internal Network, but ISO Members can create their own collections based, for example, on the ICS classification or by technical committee. There is no limit to the number of ISO Publications an End-User may want.

### 3.3 Total value of the collection

The total value of the collection is the total sum of the individual List Prices of each and every ISO Publication in the collection, according to the most recent ISO List Price. The ISO Member can also set a total value of the collection by multiplying the Average List Price of an ISO Standard by the total number of ISO Publications in the collection. The Average List Price of an ISO Standard is set by the ISO Central Secretariat.

## 4 Calculating the Royalty to ISO Central Secretariat

ISO Members work out the annual Copyright Fee using the Excel spreadsheet part of this Annex. The elements described above (number of simultaneous network users, number of sites, number of ISO Publications and total value of the collection) must be entered into the Excel spreadsheet as shown in the following example.

The Excel spreadsheet example below calculates the annual Copyright Fee (CHF 84 403.35) which ISO Members must use to determine the Royalty to be paid to the ISO Central Secretariat. The Royalty percentage to be applied to the Copyright Fee is set out in Annex 5. In the example below, the End User has one simultaneous network user in one of its locations with access to a collection of 22'500 ISO Publications:

Annex 7 to POCOSA 2016 - Excel spreadsheet for calculation of copyright fee for granting copyright exploitation rights for internal use of ISO Publications in electronic format	
Please enter the following data	
A. Total number of simultaneous network users and sites (minimum = 2)	2
B. Number of ISO Publications in the collection	22 500
C. Value of the collection	CHF 1 800 000
Annual copyright fee (including maintenance) for 2 users and/or sites	
CHF 84 403.35	

#### **4.1 Maximum annual Copyright Fee**

If the total number of simultaneous network users and sites the End User specifies is more than 30, the annual Copyright Fee must be equivalent to the annual Copyright Fee for 30 simultaneous network users and sites.

#### **4.2 Additions to the collection**

The End User may want to change the scope of the licence agreement during the year. This might mean increasing the number of ISO Publications in the collection or extending the access to more simultaneous network users or sites. In these circumstances the End User must be invoiced for the difference between the annual License Fee it has already paid and the new annual License Fee.

### **5 Reporting to the ISO Central Secretariat**

In line with Annex 6, even if an ISO Member uses their own method of working out the annual License Fee to be charged to an End User, the ISO Member must make sure that it has all the necessary information to calculate the annual Copyright Fee on which the Royalty to be paid to ISO Central Secretariat is based. The Royalty percentage to be applied to the annual Copyright Fee is set out in Annex 5.



## **RULES FOR LICENSING END USERS REPRODUCING ISO PUBLICATIONS OTHER THAN FOR INTERNAL NETWORKS**

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### **1 Scope**

These rules relate to the Royalty ISO Members must pay when permitting End Users to reproduce ISO Publications for internal use and for commercial purposes. They provide flexible options for End Users who wish to reproduce the entire text, or parts, of ISO Publications for various use except the sharing through their Internal Network which is covered by Annex 7. As a general rule, the Royalty should be based on the List Price charged for an original individual version of the relevant ISO Publication. Also in all cases, ISO Members can consult with the ISO Central Secretariat to help with the calculation or in the negotiation with End Users.

### **2 Making copies of ISO Publications for internal use by the End User**

For the reproduction of ISO Publications in hard copy or electronic formats, such as dissemination at meetings, the following principles apply.

- Only complete ISO Publications can be reproduced;
- Only purchased copies of original ISO Publications can be reproduced, the enquirer must confirm that they bought a copy of the original ISO Publication they want to reproduce;
- The front page of each hard copy must carry an acknowledgement such as *Copied by (name of End User) with the permission of ISO* or *Copied by (name of the End User) with the permission of (name of ISO Member) on behalf of ISO*;
- Each page of each electronic copy must include a watermark with a similar acknowledgement;
- The permission to reproduce ISO Publication should formally be given by the ISO Member in an appropriate form (email, letter, licensing agreement);
- The Royalty to be paid by the ISO Member to the ISO Central Secretariat must be calculated on the List Price of the concerned ISO Publications shown in the most up-to-date ISO Catalogue of List Prices multiplied by the appropriate percentage shown in the table under section 7 below, multiplied by the number of copies distributed.

### **3 Reproducing ISO Publications in internal End User documents**

For incorporating ISO Publications or parts of ISO Publications in internal End User documents such as manuals, the following rules apply:

- The End User document must carry an acknowledgement, as explained above;
- The Royalty to be paid by the ISO Member to the ISO Central Secretariat must be calculated on an appropriate proportion (using the number of pages reproduced) of the List Price shown in the most up-to-date ISO Catalogue of List Prices multiplied by the appropriate percentage shown in the table under section 7 below, multiplied by the number of copies disseminated, or the number of users with online access to the documents being reproduced;

### **4 Reproducing ISO Publications for commercial purposes by the End User**

For reproducing ISO Publications in publications or products to be sold by book publishers or software developers, the following rules apply:



- The total number of pages of the ISO Publications reproduced must not be more than 25% of the book or product the material is reproduced in;
- The Royalty to be paid by the ISO Member to the ISO Central Secretariat must be calculated on an appropriate proportion (using the number of pages reproduced) of the List Price shown in the most up-to-date ISO Catalogue of List Prices multiplied by the appropriate percentage shown in the table under section 7 below, multiplied by the number of copies sold or leased, or the number of user licences sold or leased by the End User.

## **5 Requests from educational institutions**

We want to promote the use of ISO Publications in educational institutions. For this reason, the ISO Central Secretariat or the ISO Member concerned will decide on the terms and conditions to be applied to requests received from educational institutions to access ISO Publications.

However, the ISO Member concerned or the ISO Central Secretariat will decide whether the institution concerned is legitimate and whether the purpose of the reproduction is consistent with ISO's objectives. The ISO Member or the ISO Central Secretariat must issue licence agreements specifying the rights given to the educational institution, and the appropriate controls to prevent a misuse of ISO Publications. ISO Members must pay to the ISO Central Secretariat a Royalty of 30% on all revenues earned from these licence agreements.

Educational institutions may also act as commercial publishers and may ask for permission to reproduce ISO Publications in publications or products they market and sell. Such requests must be treated in the same way as requests for any other commercial purpose, as explained in section 4 above.

## **6 Other requests**

Any request not covered in this annex must be referred to the ISO Central Secretariat so that appropriate terms and conditions can be agreed.

## **7 Percentages to be applied by ISO Members when calculating the Copyright Fee to be paid by the End User**

<b>Requests</b>	<b>Royalty rate</b>
<b>For internal distribution or use</b>	20%
<b>For commercial purposes</b>	50%