



For IEC use only

2020

IEC COPYRIGHT POLICY¹

1. Copyright in IEC publications, including International Standards, and other materials is an important asset for the IEC.
2. Subject to 3 below, the policy of the IEC is to own copyright in all publications and other materials produced by the IEC.
3. The IEC will respect copyright of third parties, and where necessary license such third-party copyright for use in publications and other materials produced by the IEC.
4. The IEC will license use of copyright in IEC publications in accordance with the Object of the IEC as set out in the Statutes and Rules of Procedure of the IEC.
5. Guidelines for the implementation of the IEC Copyright Policy, including guidelines on the ownership and licensing of IEC copyright, can be found at: (*link to Copyright Guidelines*)

¹ As approved by Council in 2020, Decision 2020/05



IMPLEMENTATION GUIDELINES FOR THE IEC COPYRIGHT POLICY²

Implementation

1. Securing IEC Copyright Ownership and access to Third Party Copyright.

- 1.1 The IEC Directives on Procedures for Technical Work³ include statements supporting assertion of IEC ownership of copyright in IEC International Standards and other publications, and general instructions regarding third party copyright.
- 1.2 IEC document drafting guidelines⁴ include procedures for recognizing third party copyright works and/or securing appropriate licences to third party copyright works included in IEC International Standards and other publications.
- 1.3 IEC employee contracts operate to transfer copyright in IEC International Standards and other publications from the employee to the IEC.
- 1.4 The IEC marks materials with appropriate copyright notices.
- 1.5 The IEC includes on IEC websites and other materials informative notices regarding the use by third parties of IEC copyright.
- 1.6 Acquiring Licences to Copyright in Pre-Existing Copyright Works

“Pre-Existing Copyright Work” is a work enjoying copyright created and in existence outside the collaborative work of the IEC and contributed to the IEC for incorporation into an IEC International Standard or other publication.

1.6.1 The IEC will put in place terms and conditions for use of the IEC IT tools that:

- will confirm a licence to the IEC of any Pre-Existing Copyright Work owned by the expert or its employer that is contributed by the expert to the work of the IEC, and

² As approved by Council Board in 2020, Decision 2020/010

³ Relevant IEC Directives include ISO/IEC Directives Part 1 and IEC Supplement; ISO/IEC Directives Part 2; and ISO/IEC Directives Supplement.

⁴ Relevant IEC drafting guidelines are in ISO/IEC Directives Part 1 and IEC Supplement; ISO/IEC Directives Part 2; and ISO/IEC Directives Supplement.

- oblige an expert to draw to the attention of the IEC any Pre-Existing Copyright Works owned by a third party before it is used in a contribution to the work of the IEC.

1.6.2 Where an expert has been appointed by an employer to participate in the work of the IEC, the IEC will seek to affirm with the expert's employer that the employer accepts the terms and conditions under which Pre-Existing Copyright Works are licensed to the IEC.

1.7 Acquiring Copyright in Collaborative Copyright Works

"Collaborative Copyright Work" is a work enjoying copyright created as part of an IEC International Standard or other IEC publication by an expert in collaboration with other experts in the development of such standard or publication.

1.7.1 The IEC will put in place terms and conditions for use of the IEC IT tools that will confirm transfer to the IEC of any copyright an expert creates in a Collaborative Copyright Work.

1.7.2 Where an expert has been appointed by an employer to participate in the work of the IEC, the IEC will seek to affirm with the expert's employer that the employer accepts the terms and conditions under which copyright in Collaborative Copyright Works is transferred to the IEC.

1.8 Exceptions to Acquiring Licences to Copyright under 1.6 and Transfer of Copyright under 1.7

In circumstances where an expert nominated by a Member (National Committee) or that expert's employer is unable to comply with 1.6 and/or 1.7, including:

- where a Member (National Committee) has a pre-existing arrangement with an expert and/or an expert's employer, which means that an expert is unable to comply with 1.6 and/or 1.7,
- where due to national law of a Member (National Committee) an expert or an expert's employer is unable to comply with 1.6 and/or 1.7 or
- where special circumstances exist which in view of the relevant Member (National Committee) and the IEC justify the making of an exception,

the relevant Member (National Committee) and IEC will use commercially reasonable efforts to put in place agreed upon alternative arrangements, which have the equivalent effect to 1.6 and/or 1.7 for the IEC and thus ensure that the IEC can maintain its obligations towards all Members (National Committees) under the Copyright Policy.

1.9 Where additional or updated information is needed, the IEC will put in IEC Directives and document drafting guidelines appropriate instructions regarding the creation of and access to copyright in IEC International Standards and other publications.

2. Copyright Licensing

- 2.1 Royalty terms and other terms and conditions for sale of International Standards and other IEC publications by Members are codified in the IEC Sales Policy.
- 2.2 Members are individually licensed under IEC copyright for sale of IEC International Standards and other publications under agreed terms and conditions in a licence agreement to use IEC Products, which is subject to the IEC Sales Policy and its associated Implementation Conditions.
- 2.3 Members are individually licensed for National Adoptions under IEC copyright under agreed terms and conditions in a licence agreement to use IEC Products. Members formally acknowledge that all National adoptions (identical or modified) of IEC International Standards and other publications remain IEC copyright, except to the extent that a modified National Adoption contains modifications or deviations developed by the NC, in which case the copyright in those modifications or deviations is owned by the NC.
- 2.4 Regional Organizations are licensed to refer to IEC International Standards for Regional Adoptions under agreed terms and conditions in a respective Regional Adoptions Agreement. Regional Organizations formally acknowledge that all Regional adoptions (identical or modified) of IEC International Standards will not contain text from the original IEC International Standard. Members formally acknowledge that such text from the original IEC International Standard remains IEC copyright and is subject to licensing terms and conditions to be agreed between IEC and a Member.
- 2.5 Members are individually licensed to use draft IEC International Standards and other draft publications under IEC copyright under terms and conditions in a licence agreement to use IEC Products.
- 2.6 End users of International Standards and other publications legitimately purchased from the IEC, Members or authorized sales outlets, including any software such as code components contained in the International Standards and other publications, and including any automatic updates, are licensed under an end user copyright licence (EULA), which sets out the general permissions for and obligations of end users.
- 2.7 In exceptional circumstances, end users wishing commercial variations to the end user copyright licence (EULA) for International Standards and other publications can contact the IEC CO directly or be referred by Members to the IEC CO, so that the end user can negotiate an individual licence agreement with IEC CO on a case-by-case basis.
- 2.8 End users are licensed under IEC copyright in IEC Databases under specific end user copyright licences.
- 2.9 In exceptional circumstances, end users wishing commercial variations to the end user copyright licences for IEC Databases can contact IEC CO directly or be

referred by Members to the IEC CO, so that an end user can negotiate with IEC CO variations to the end user licences to copyright in IEC Databases for commercial purposes on a case-by-case basis.

- 2.10 The IEC will include in relevant agreements with Members, Affiliates, and End Users provisions covering licensing XML and HTML content of IEC International Standards and other publications.
- 2.11 The IEC will include in relevant agreements with Members and Affiliates a nominal royalty for use of IEC International Standards and other publications, where no commercial royalty rate is applied.
- 2.12 The IEC will include in relevant agreements with Members and Affiliates provisions allowing Members and Affiliates to adapt IEC International Standards and other publications to create and sell Derived Products.

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