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Lawrence D. Eicher
Secretary-General

Our ref. COPYRIGHT

Organisation internationale de normalisation
International Organization for Standardization
Международная Организация по Стандартизации



TO THE ISO TECHNICAL COMMITTEE AND
SUBCOMMITTEE SECRETARIES

Date 2001-07-27

Copyright protection on ISO International Standards and Draft International Standards

Dear Sir or Madam,

In January 1997, I sent a letter to the ISO TC and SC Secretariats concerning *ISO policy on copyright notices and distribution of ISO documents in electronic form for the preparation of standards*. A document approved by Council and entitled GEN 9:1997, *Guidelines and policies for the protection of ISO's intellectual property*, the annexes of which were more particularly intended for the secretariats, was attached to that circular letter. These Guidelines and policies are still valid, they are attached to this letter also for the benefit of new secretaries, and for ease of reference.

I bring these matters to your attention now because as you know, the use of electronic networks and other similar means such as the Internet for the distribution of ISO documents in connection with the preparation of standards, is now an everyday fact of life. Secretariats increasingly use available electronic means to exchange working documents and to access the standards development process that produces the documents increasingly needed by the market. For that purpose, an increasing number of technical committees have opened Websites which offer valuable information about their activities and enable authorized people to consult ISO working documents and, in some cases, to download them.

The use of these electronic means is certainly both attractive and efficient, but should not lead us to overlook our obligation to protect our common intellectual property, i.e. the contents of our technical documents, as effectively as possible. However, we are more and more frequently informed that DISs and FDISs or even International Standards have been made publicly and freely available on Websites. I want to draw your attention to this potentially serious problem which could have a negative impact on the financial integrity of the standards system as a whole, and solicit your help in ensuring that access to ISO documents at all stages of development is as secure as possible. I ask you also to kindly inform the Central Secretariat of any infringement against ISO's intellectual property that may come to your attention, so that we may take the required action.



Please do not hesitate to contact us for any further information you may need. Questions submitted by e-mail should be addressed to: copyright@iso.ch.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Lawrence D. Eicher".

Lawrence D. Eicher

Attachment

cc: President
Vice-President (policy)
Vice-President (technical management)
Treasurer
IEC General Secretary



GUIDELINES AND POLICIES FOR THE PROTECTION OF ISO's INTELLECTUAL PROPERTY

as approved under Council resolution 42/1996

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Definitions and abbreviations

For the purpose of this document, the following definitions and abbreviations apply:

ISO: refers to the entire ISO membership and includes the ISO Central Secretariat.

ISO members: refers to member bodies and correspondent members.

Standard¹: applies to ISO standards and standard-type documents, such as recommendations, technical reports, international standardized profiles, technology trends assessments and guides, which are developed and approved in accordance with the procedures of the ISO/IEC Directives.

¹ In a general sense, this term also applies to ISO standards-related publications (e.g. standards handbooks, compendia, catalogues, dictionaries, etc.) for which there are agreements or decisions to consider them as copyright protected documents.

Working Draft (WD), Committee Draft (CD), Draft International Standard (DIS), and Final Draft International Standard (FDIS): apply to all draft documents prepared by TCs, SCs or WGs on any medium (e.g. paper or electronic), within the framework of, respectively, the preparatory stage, committee stage, enquiry stage or approval stage, as defined in the *ISO/IEC Directives*, Part 1.

INFCO: ISO Committee on Information Systems and Services, a General Assembly policy development committee open to interested member bodies as participating (P) or observer (O) members and to interested correspondent members as observer (O) members. International organizations which cooperate with INFCO may be invited to INFCO meetings as observers. The objectives of INFCO are presented in the document *INFCO Terms of Reference and Operating Procedures*.

ISO/CS: the ISO Central Secretariat.

POCOSA: the document *ISO/IEC/POCOSA Common IEC and ISO copyright, text exploitation rights and sales policies*, dated November 1992, in force since 1 January 1993 (including its addendum *Negotiating procedures for multinational copyright exploitation agreements – Rules and procedures for granting ISO copyright exploitation rights to an external organization for use in two or more countries*, in force since 1 February 1995).

0. Introduction

Since the development and publication of its first Recommendation in 1951, ISO has claimed ownership of its standards. The decision that was taken to change the name "Recommendation" into "International Standard" as from 1972, further asserted ISO's intention to consider not only that the Organization was the owner of the pertaining copyright, but that, moreover, the copyright exploitation right was automatically transferred to its members for the purpose of developing their national standards. Furthermore ISO members had the obligation to take all necessary steps to protect ISO's intellectual property in their countries (Exclusive Licence Agreement [1972 to 1992]). POCOSA, in force since 1 January 1993, confirms this obligation.

Today, the copyright issue is becoming ever more complex with the growing emergence of an electronic environment which compels ISO to reconsider some of the conditions previously taken for granted. The world has now entered what could be called the "cyberspace culture" and it is essential for ISO to adapt to this new environment as quickly as possible. There is a need to identify the various components of the delicate balance which enables ISO to fulfil its mission, and to set the rules for achieving its goals in terms of disseminating the results of ISO's work (i.e. standards, both national and international) faster, further afield and in a broad range of formats, while protecting more effectively its patrimonial rights and the financial income derived therefrom.

The purpose of this document is therefore to offer a set of guidelines that will ensure better protection of ISO's intellectual property and, consequently, that of its members. The ISO members and the ISO Central Secretariat should meet the requirements presented below with regard to ISO International Standards and related ISO publications. These guidelines are also recommended for application with regard to regional and national standards and related documents.

1. Standards in hard copy

Although electronic format is growing in importance, not only in the process of standards development, the hard copy format will stay with us for a long time, if not forever. The dissemination of more and more sophisticated reproduction media calls for an increasing vigilance to protect standards against abuse of copyright.

1.1 Promoting the fact that standards are copyright-protected documents

The ISO Central Secretariat and ISO members should take every opportunity to publicize the fact that standards are copyright-protected documents. In order to achieve this, they should be encouraged to take the following steps:

- 1.1.1 A clear, concise and visible copyright notice should be affixed to the cover of each standard and to drafts under development as decided by the organization promulgating the standard. The copyright notice on the front cover may be a curtailed or an abbreviated notice, in which case it should be completed by visible copyright information affixed on the back cover of standards, explaining the extent of the copyright, the fair use and the address to apply to for further copyright questions. The name and/or title of the person in charge of copyright matters should, where possible, also be included;
- 1.1.2 ISO's rules for copyright protection of ISO standards and drafts are given in annex 1 to this document;
- 1.1.3 ISO's policy concerning the distribution of ISO documents electronically for the preparation of ISO standards is given in annex 2 to this document.

1.2 Protecting standards against infringements

In addition to clearly indicating that standards are copyright-protected documents, other available means to ensure this protection should be taken such as:

- 1.2.1 using watermarked paper;
- 1.2.2 using a coloured line in the margin or other distinctive colour marking that can be used to distinguish between an illegal photocopy and a legal original.

1.3 Clearly indicating the procedure to follow in case of reproduction.

Unauthorized photocopying is clearly one of the major causes of revenue losses for ISO and its members. It is generally considered that for each copy of a standard that is purchased, two unauthorized copies are generated. Consequently, although users should always be encouraged to purchase original standards, there are cases where business need may drive customers to override legal constraints. The principle to be followed is to ensure that such circumstances are minimized by advising users of ways to comply with the law. Therefore, each standard should carry relevant information about reproducing in the copyright notice on the back cover of the document (see 1.1.1 above).

Public and university libraries are a recognized source of such illicit activity. To combat this situation, four kinds of measures could be taken:

- 1.3.1** sign reproduction agreements with those libraries; such an agreement could have as a basis the payment of a yearly lump sum allowing the library to make multiple copies of copyright-protected material;
- 1.3.2** find an easy way to distinguish legal from illegal photocopies (see 1.2 above);
- 1.3.3** insist that photocopies be stamped to clearly indicate that they are authorized copies and that further reproduction is strictly forbidden;
- 1.3.4** make arrangements with libraries that they become sales agents of standards.

Furthermore, in a number of countries, reproduction rights organizations may be used efficiently for such cases. A description of such organizations is presented in annex 3 to this document.

1.4 Commercial transactions

National criminal legislation concerning copyright often has limited application. For instance, many national laws have provisions which permit the making of private copies under certain conditions or circumstances (so called "fair use"). In order to extend the protection of standards against unauthorized copying, it is recommended that civil legislation be invoked. For this purpose, no permission to reproduce standards, in all or in part, in a publication or in a product should be agreed upon without the signing of a contract. A contract which is regulated by civil law often ensures a broader protection than copyright itself offers. Such a contract should include the following three basic elements:

- 1.4.1** what is agreed upon;
- 1.4.2** the price to pay and terms of payment;
- 1.4.3** the law under which it is administered.

A checklist to help draw up contracts for commercial transactions is presented in annex 4 to this document.

2. Standards in electronic format

Basically, the protection of standards in electronic media is no different from that of hard copy format. However, additional care should be taken because:

- documents in electronic form can be transmitted anywhere when associated with telecommunications;
- mass volumes of data can be easily stored on small media and then transported;
- information stored can be easily manipulated;
- masters can be copied without any loss in quality.

Therefore, the provisions listed under 1 above equally apply but should be supplemented with the following guidelines:

2.1 Copying arrangements

Agreements regarding electronic products should contain provisions allowing the user to make hard copies of the electronic files against a copyright fee. This restricted site licence should be part of the contract and made as easy as possible for the user. Furthermore, the

agreement should not allow any commercial resale, should be geographically restricted and should include the name and position of the employee of the licensee who will be in charge of administering the agreement; moreover, the licensee with a restricted site licence should not be allowed to further distribute the document.

2.2 Networking agreements

A number of electronic products are also designed to be used in an electronic network environment such as Local Area Network, LAN, Metropolitan Area Network, MAN, and Wide Area Network, WAN.

Agreements ruling the use of these products should, in addition to the parameters listed in 1.4 above, include the following necessary parameters:

- 2.2.1** access fee giving the right to store the data in the user's computer system;
- 2.2.2** copyright fee for the standalone installation;
- 2.2.3** copyright fee to be paid according to the number of networked users.

2.3 Warning notice – README file

Each electronic product should always contain README files that contain the full copyright notice and give all the information regarding hard copying possibilities and conditions of use. This file should be shown at the beginning of the document and, cover, if possible, the whole of a PC screen.

2.4 Security devices

There is a widespread belief that the protection of computerized data is more difficult to achieve than the protection of the same data in hard copy form. It would seem that this preconception is misguided and that there are effective means for protecting electronic data by controlling:

- 2.4.1** the number of copies made of an electronic product;
- 2.4.2** the number of paper copies made of the same product;
- 2.4.3** access to the product (in full or in part) under the terms of the licence granted.

This listing is clearly not exhaustive.

The table which is reproduced hereafter gives ten security measures which are available to protect software and databases. They are listed in increasing order of complexity and cost.

Security measures

1. Prominent warnings on initial screens.
2. Embed customer's identification in screens
3. Embed "fingerprints" within database
4. Effective product management system — return policy
5. Password system
6. Date-driven enabler and disabler
7. Gatekeeper software
 - limit number of simultaneous users
 - record number of successful searches
 - record number of printouts
8. EDI-type system to
 - provide authorization
 - manage embedded tracking
 - access usage reports
9. Encryption
10. "Dongle" — hardware to verify password, encryption, etc.

Another security device that could be worth considering, as it is the cheapest and easiest to use, is what is commonly called "shrink wrap" licence. It is mostly utilized by software editors, and the principle is the following: the user has the possibility to read the copyright notice through the transparent plastic wrapper. By opening the wrapper, the user agrees with the content of the copyright warning. Even if this device may seem illusive, it is being widely used with some success.

3. Conclusion

The protection of intellectual property is of crucial importance to ISO as a whole and its members individually. Furthermore, the growing use of electronic media will make copyright protection even more complicated to control. Consequently, ISO and its members should pay increasing attention to the protection of their intellectual property and follow the guidelines given in this document as closely as possible.

The ISO Central Secretariat should be vigilant to any modifications in copyright laws and inform ISO members when such modifications could affect their activity. If need be, consequent revisions of these guidelines should be initiated through INFCO.



INSTRUCTIONS TO ISO/TC AND SC SECRETARIATS ON RULES FOR COPYRIGHT PROTECTION OF ISO STANDARDS, FDIS AND DIS, AND OF WDS AND CDs

The purpose of this communication is to explain the way in which a Council decision taken in February 1996 to enforce copyright protection for TC/SC working drafts and committee drafts will be implemented.

TC/SC secretariats and WG convenors are probably aware that copyright notices have been affixed to all ISO standards since the early 1970s (Council resolution 45/1971) and to Draft International Standards since 1984 (Council resolution 28/1983).

Until recently it was the general consensus that ISO working drafts and committee drafts were internal to the ISO system, their distribution being therefore limited to members of TCs, SCs, WGs and as necessary at the national level and within liaison organizations. Today's situation shows that, in an increasing number of countries, there is an obligation to ensure transparency for all standards work, which includes an obligation to provide copies of any working draft or committee draft requested by any interested party. In addition, there has been an increasing number of legitimate requests to reproduce these drafts for information in forms which are sold commercially, e.g. in technical journals or training documents, or in electronic databases or web servers.

This new situation has called for Council to decide that ISO copyright protection shall also be declared and enforced for all ISO working drafts and committee drafts (Council resolution 5/1996). Therefore, ISO technical committee and subcommittee secretariats and working group convenors are required to apply the rules set out in sections 1.2, 1.3, 1.4, 2 and 3 of this annex for all ISO WDs, CDs, DISs and FDISs² (see following pages).

These new rules continue to reflect the guiding principles of ISO and IEC policy with respect to copyright matters as contained in the POCOSA document adopted in November 1992; in particular that:

- One of the fundamental objectives of ISO and IEC is to achieve the maximum possible adoption of International Standards, together with the widest possible dissemination of ISO and IEC work results;

² **Working Draft (WD), Committee Draft (CD), Draft International Standard (DIS), and Final Draft International Standard (FDIS):** apply to all draft documents prepared by TCs, SCs or WGs on any medium (e.g. paper or electronic), within the framework of, respectively, on the preparatory stage, committee stage, enquiry stage or approval stage, as defined in the *ISO/IEC Directives*, part 1.

Note: These rules do not apply to other TC/SC/WG administrative-type documents (e.g. minutes, resolutions, member body of working group member comments, etc.) for which the normal rules of confidentiality apply.

Between ISO and IEC, the text exploitation rights belong to the organization promulgating the standards;

- Each member of ISO and/or IEC shall take such actions as may be authorized under the laws of their country to protect the integrity and prevent the unauthorized reproduction or sale of the text of ISO or IEC International Standards and other priced publications;
- The reproduction of ISO drafts at any stage of their development in any form exclusively for use by participants in the standards development process is allowed, free of charge.

The following rules have been approved by ISO Council (Council resolution XX/1996), and shall go into effect for all new drafts circulated.

1. Copyright notices

1.1 Current copyright notice on ISO standards

For the sake of completeness, it may be noted that FDIS and ISO standards will, from 1 January 1997, bear the following copyright notice on the inside front cover:

© ISO [year]

All rights reserved. Unless otherwise specified, no part of this publication may be reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying and microfilm, without permission in writing from either ISO at the address below or ISO's member body in the country of the requester.

*International Organization for Standardization
Case postale 56 • CH-1211 Genève 20 • Suisse
Internet central@isocs.iso.ch
X.400 c=ch; a=400net; p=iso; o=isocs; s=central*

1.2 Copyright notice for the front cover of WDs, CDs and DISs, and for each page of WDs, CDs, DISs and FDISs

As from the beginning of 1997, the following copyright notice³ shall appear on the front cover and on each page of all DISs and, **in addition**, of WDs and CDs except as noted in section 3:

© ISO [year] - All rights reserved

or

© ISO/IEC [year] - All rights reserved

This rule applies both to hard copy and to electronic files.

³ This notice is normally affixed to DISs by the Central Secretariat. It does not require action by the TC/SC secretariats except in cases where they are submitting camera-ready hard copy or electronic files for direct reproduction and DIS processing, i.e. where editing work by the Central Secretariat is not necessary.

1.3 Full copyright notice for DISs and FDISs

A more informative copyright notice, as shown below, shall also be printed either on the inside front cover or on the back cover, whichever is the most appropriate, or at the beginning of any electronic file. The full copyright notice³ shall be different in the case of WDs and CDs (see 1.4).

Copyright notice

This ISO document is a Draft International Standard and is copyright-protected by ISO. Except as permitted under the applicable laws of the user's country, neither this ISO draft nor any extract from it may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, photocopying, recording or otherwise, without prior written permission being secured.

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

*Copyright Manager
ISO Central Secretariat
1 rue de Varembé
1211 Geneva 20 Switzerland
tel. + 41 22 749 0111
fax + 41 22 734 0179
Internet central@isocs.iso.ch
X.400 c=ch; a=400net; p=iso; o=isocs; s=central*

Reproduction may be subject to royalty payments or a licensing agreement.

Violators may be prosecuted.

1.4. Full copyright notice for WDs and CDs

Copyright notice

This ISO document is a working draft or committee draft and is copyright protected by ISO. While the reproduction of working drafts or committee drafts in any form for use by participants in the ISO standards development process is permitted without prior permission from ISO, neither this document nor any extract from it may be reproduced, stored or transmitted in any form for any other purpose without prior written permission from ISO.

Requests for permission to reproduce this document for the purpose of selling it should be addressed as shown below or to ISO's member body in the country of the requester:

[Indicate the full address, telephone number, fax number, telex number, and electronic mail address, as appropriate, of the Copyright Manager of the ISO member body responsible for the secretariat of the TC or SC within the framework of which the working document has been prepared.]

Reproduction for sales purposes may be subject to royalty payments or a licensing agreement.

Violators may be prosecuted.

2. Standard disclaimer

The following disclaimer, indicating the status and the nature of all drafts, shall also appear on the front cover or at the beginning of an electronic file.

Warning

This document is not an ISO International Standard. It is distributed for review and comment. It is subject to change without notice and may not be referred to as an International Standard.

3. Other copyright notices allowed on WDs, CDs, DISs and FDISs

In the case where an ISO WD, CD, DIS or FDIS is a direct reproduction of copyright-protected material originating in another standards developing organization (for example, in the case of parallel development or proposed adoptions by ISO of existing standards under fast-track or similar processes) the copyright notice of that organization shall be retained on the ISO WD, CD, DIS or FDIS, i.e. in place of the ISO notices.

When the approved ISO standard is published by the ISO Central Secretariat, it shall carry only the ISO copyright notices. However, when adopted as a national standard with appropriate reference to the International Standard, the copyright notices of ISO may be replaced by those of the adopting standards developing organization in accordance with the rules of the ISO member body in that country.



POLICY CONCERNING THE DISTRIBUTION OF ISO DOCUMENTS ELECTRONICALLY FOR THE PREPARATION OF STANDARDS

(For definitions refer to the *Guidelines and Policies for the protection of ISO's intellectual property*, page 1)

The ISO standardization process encourages the widest possible dissemination of its working documents, needed for the preparation of standards, free of charge within the ISO system to ensure that all interested parties have the opportunity to contribute to the development of a standard. In this context, the ISO system should be understood to mean the member bodies of ISO, specifically those that have elected to be P-members of a particular ISO committee, (although O-members and non-members are entitled to receive documentation on request), liaison organizations, the delegates accredited by ISO members and liaison organizations participating in committee meetings, experts appointed to ISO working groups, members of national committees corresponding to an ISO committee and their sponsoring organizations (e.g. trade associations, government departments, etc.). ISO TC/SC working documents are not intended for free distribution outside of the ISO system as defined above. It may be noted that the POCOSA agreement permits member bodies to sell TC/SC WDs and CDs to those outside the system.

The rationale for this policy is that ISO and many of its members are presently financed to a large extent by subscriptions and by income from sales. For this reason, free document distribution is restricted to those that support the standardization infrastructure and actively contribute to the development of standards. Additionally, ISO standards and their drafts in development stages (WDs, CDs, DISs and FDISs) are protected by copyright. The rights of ISO member bodies with regard to reproduction and sale of ISO standards and drafts are determined by POCOSA and related policy implementation documents. Committee secretariats and WG conveners are also permitted to reproduce standards and drafts for further standardization purposes, but not for sales purposes (see below). The reproduction of ISO standards and drafts, in whole or in part, by other parties requires written permission from the ISO Central Secretariat or from the ISO member body in the country of the requestor. This is to preserve the income from the sales component of the financing of ISO and its members.

The increasing use of electronic networks and similar means for dissemination of ISO documents for the preparation of standards requires that guidance be made available regarding what material may be made publicly accessible and what should continue to be restricted. This annex is intended to provide such guidance. In cases of doubt, further information will be provided by the ISO Central Secretariat upon request.

1. General

ISO's standards-development procedures require that national consensus positions be established as a pre-requisite to reaching an international consensus and that the national body process is fundamental to ISO's methodology of producing standards. Use of electronic networks therefore needs to recognize this fundamental principle to ensure that only those officially designated at the various stages are able to access working documents electronically

and to submit comments. For example, only contributions from designated experts shall be considered by working groups; only comments from member bodies and bodies in liaison (not individual contributions except those from appropriate committee officers) are permitted on committee drafts, etc.

The use of electronic distribution means also that, at any given stage in the standards development process, there must be a single identifiable master copy of an electronic document, which preferably should be maintained by the document originator in revisable form, but the document should be disseminated in non-revisable form to limit the possibilities of corruption and amendment which would lead to confusion concerning the official text. It is recognized that the availability of a revisable copy may, for some types of document, facilitate the preparation of comments. The owner of the master copy should therefore be prepared to make revisable copies available on request. The comments should, however, always refer to the master copy or to an unaltered reference copy made available on a server.

2. Types of information/documents

ISO committees generate various types of information/documents as part of their activities.

2.1 Official publications

Official publications (International Standards including Amendments and Technical Corrigenda, and FDISs and DISs) are copyright protected and may normally only be made available electronically if expressly authorized by the ISO Central Secretariat.

The exception to this rule is that it has long been ISO's policy that such publications may be reproduced for the purposes of further standardization. (For example, ISO/TC *A* may wish to consider normatively referencing a standard produced by ISO/TC *B* and such a decision will require that members of TC *A* have the opportunity to review the standard in question.) In these circumstances, the standard may be reproduced for distribution within the ISO system free of charge, but electronic distribution will require that ISO's copyright be respected under the foregoing provisions. Therefore, the text (including graphics, tables and pictures) of a standard may be distributed electronically on diskette or by e-mail if the recipients are named individuals entitled to receive the text by virtue of their being part of the ISO system. The issuer of the text will need to be clearly identified and the relevant copyright restrictions will need to be recalled. If the text is made available from a document server, access will need to be restricted, for example by means of passwords to those who are duly entitled, and the restrictions on further distribution recalled.

2.2 Project-related documents

Project-related documents (WDs, CDs, etc.) should be treated in the same way as official publications reproduced for the purposes of further standardization, i.e. distribution on diskette or by e-mail to designated individuals is acceptable provided the issuer of the document and the status of the documents are clearly identified, but access to such documents from a server shall be restricted, for example by password, and the restrictions on further distribution recalled. In general, technical documents circulated for approval or publication should be disseminated in non-revisable form to limit the possibilities of corruption and uncontrolled amendments which would lead to confusion concerning the official text. It is recognized that the availability of a revisable copy may, for some types of documents, facilitate the preparation of comments. The owner of the master copy should, therefore, be prepared to make revisable copies available on request or following a decision of

the TC/SC/WG. The status of modified versions of technical documents created as National Body or designated expert contributions shall be clearly identified, with all proposed revisions clearly marked.

2.3 Ballots and comments

Ballots and comments resulting from consultations or technical enquiries on WDs, CDs, and DISs coming from authorized sources are in effect project-related. However, unlike most project-related documents, which come from a central source and are distributed to a number of users, these originate from the users and are delivered to a central receiver. It is therefore of the utmost importance to validate the source of the ballots and comments and to ensure that they have been sent by an authorized person and received by an authorized receiver. Transmission can be done, for example, by e-mail with the use of a personal password or via an electronic acknowledgement of the vote/comment from the secretariat to the authorized submitter.

2.4 Reports of meetings and resolutions.

The reports and resolutions of meetings need to be made widely available to the experts participating in TC/SC/WGs. This could also be done electronically, e.g. via a WWW server. A distinction must be made between reports prepared for public information (see 2.6 below) and confidential reports quoting specific comments of participating experts. The latter should, for sake of protection of privacy, be protected by group or personal password.

2.5 Project management information

Project management information stored in the database of the ISO Central Secretariat or in that of the TC/SC secretariat is internal data that should be accessible only by authorized persons. Data should be protected, for instance, by the use of group or personal passwords. This is valid for direct access to and extractions from the database, as well as for access to and extractions from such project management information through WWW servers.

2.6 Public information and administrative documents

Public information such as the ISO/IEC Directives, Memento, press releases, etc. and administrative documents such as TC/SC work programmes, annual reports, meeting calendars, document registers, meeting notices, and agendas may be made publicly accessible free of charge on electronic networks and may be included in non-revisable form on a "TC/SC home page" via a WWW server for example.

3. Warning

It has to be recalled that public access to information within the ISO system will require that committee secretariat and officers be vigilant in ensuring that contributions are indeed from officially designated sources and that only accredited delegates participate in meetings. The Central Secretariat should be informed in all cases where problems arise.

Member bodies of country of origin of the convener or secretariat should always be consulted before the opening of a WWW home page or the establishment of a bulletin board system and the ISO Central Secretariat informed.

Committee officers shall be made aware of privacy issues, e.g. delegates' names and addresses, or identified personal comments, and shall exercise appropriate care in avoiding the inclusion of such information on publicly unprotected servers or other document sources.



DESCRIPTION OF REPRODUCTION RIGHTS ORGANIZATIONS

Reproduction rights organizations (RRO) exist in a number of countries. They are usually non-profit organizations resulting from agreements between authors, publisher and users. Their mission is to ensure the collective copyright management of the reproduction of copyright-protected material. To that end, RROs:

- act as agents for authors and publishers by providing the service of collecting and distributing the royalties derived from the reproduction of their intellectual property works;
- provide end-users with one central and convenient source for accessing copyright-protected material;
- provide a simple way to ensure compliance to national and international copyright laws.

Probably one of the most dynamic RROs is the Copyright Clearance Center (CCC) which is the RRO for the USA. It offers a number of services such as:

- a service for authors and publishers who can register their publications and set the royalty fees to be collected. This is done by CCC on their behalf.
- an *Annual Authorization Service*: by signing a licence with CCC and paying an annual fee, users eliminate the task of seeking individual permission from publishers as well as the burden of reporting and paying fees for each individual copy made.
- an *Academic Permission Service*: this service provides a centralized system for managing permission and royalties when preparing classroom handouts and course packs.

CCC is currently preparing an Electronic Copyright Clearance Service to deal with access to digital material within local area networks and on CD-ROM. Later this service will be expanded to include similar transactions on wide area networks such as Internet.

Other national reproduction rights organizations such as *Cancopy* in Canada and *Kopioisto* in Finland offer similar services.

National RROs are organized at the international level within the International Federation of Reproduction Rights Organisations, IFRRO. Through bilateral agreements between national RROs within IFRRO, the services described above can be extended across borders.



CHECKLIST OF THE ELEMENTS FORMING PART OF ANY AGREEMENT DESIGNED FOR THE REPRODUCTION OF STANDARDS

(For definitions refer to the *Guidelines and Policies for the protection of ISO's intellectual property*, page 1)

When drawing up any agreement giving the right to a third party to reproduce standards, the following elements should be included in the agreement under three major chapters which any agreement should include and which are the following:

1. What is agreed upon;
2. Price to pay and terms of payment;
3. Duration, termination and law under which the agreement shall be administered.

1. What is agreed upon

1.1 Contracting parties

Statement of the parties to the agreement together with their principal or registered addresses.

1.2 Purpose of the agreement

For instance, the licensor has compiled or developed standards which it is willing for the licensee to distribute. The licensee is engaged in the business of distributing documents and wishes to reproduce and sell (or lease) the licensor's documents through a particular medium (paper, microfiche, CD-ROM, etc.) and in a number of countries.

1.3 Definitions

The reproduction medium should be clearly defined, as should the documents to be reproduced or any special terms utilized throughout the agreement.

1.4 Licence

The general terms of the licence should be stated, including such factors as:

- 1.4.1** Exclusivity or otherwise of the agreement.
- 1.4.2** The market sector (where relevant).
- 1.4.3** The territory to which the distribution agreement refers.
- 1.4.4** Restrictions on end user reproduction rights;
- 1.4.5** Inclusion of a prescribed copyright notice on each copy of the standard;

1.4.6 The licence registered number (see 1.5 below).

1.5 Indication of copyright

This is a copyright notice that the licensee shall undertake to affix on each copy of the licensed product. This notice should include the registered number of the licence thus allowing for easy identification of any illegal reproduction, for example:

<p>ISO standards included under ISO Copyright Licence number XXX/1CC/1995</p>
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1.6 Delivery of data

Terms for the delivery of documents for reproduction to the licensee should be stated. This clause should include any relevant information such as the delivery of updated documents. Notices or documents related to the agreement should be dispatched to a stated address (fax number) and deemed to have been received within a stated period (e.g. 10 days).

1.7 Warranty

The licensor warrants that it owns the copyright in the documents to be reproduced, or is authorized by the owner to grant the licence. The licensee undertakes to protect the copyright from infringement.

1.8 Property rights

The agreement confirms that only a licence to reproduce standards for a stated purpose is being granted. The property rights remain with the licensor.

1.9 Transfer to third party

The licensee shall not assign the rights granted by the licence to third parties without prior written consent from the licensor.

2. Price to pay, terms of payment

2.1 Royalty

The royalty terms should include the fee to be paid, any provisions for quantity discount, if applicable, provisions with regard to networking in the case of an electronic product and, when applicable, the terms and conditions under which the customer will be allowed to make copies of the documents.

2.2 Terms of payment

The terms of payment should be clearly defined, yearly, bi-annually or quarterly with an indication of when the first period shall start.

The licensee should provide a signed statement outlining how each payment of the licensor was calculated when the licensee submits such payment.

For example: Payments are due quarterly, the first quarter ending 31 March. This payment shall be forwarded to the licensor within thirty (30) days of the end of each quarter.

2.3 Auditing

The agreement should include the right of the licensor to audit sales.

2.4 Confidentiality

The terms of the agreement may be confidential subject to the agreement of both parties.

3. Applicable law, duration and termination

3.1 Duration and termination

A date of commencement and the duration of the agreement should be indicated. Conditions for renewal should be clearly expressed. Equally important are the termination terms which should be stated, together with more general terms on which the agreement will cease. This clause will usually include breach of agreement, failure to pay royalty, liquidation of the licensor, bankruptcy etc.

3.2 Limitation and *force majeure*

This is a statement that the agreement is limited to the terms of the agreement and does not constitute a partnership, or employer/employee relationship, and does not imply any terms or understandings not actually stated.

Neither party shall be responsible for breaches of agreement due to circumstances beyond their control.

3.3 Applicable law and venue

State the applicable law and gain consent of both parties to its jurisdiction.

4. Additional elements

For a number of agreements, additional elements are necessary such as clauses stating quality requirements or conditions for stock clearance etc. They should therefore be included on a case-by-case basis.