



**NATIONAL BODY AGREEMENT ON
STANDARDS ADOPTION**

BETWEEN

**THE INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS,
INCORPORATED (IEEE)**

AND

[ORGANIZATION]

I. SIGNATORIES

The [ORGANIZATION] (“**Adopting Organization**”) is a not-for-profit corporation, with its corporate offices at [insert address].

The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), a New York not-for-profit corporation, with its corporate offices at 3 Park Avenue, 17th Floor, New York, New York 10016 USA.

The IEEE Standards Association (“IEEE SA”) is a global standardization body within IEEE comprised of individual and corporate members and other contributing technologists, who develop consensus-based electro-technical, electronic, information and communication technology standards affecting a broad market base. The IEEE SA provides a standards program that serves the global requirements of industry, government, and the public. The IEEE SA is the only body that can speak for IEEE in the area of standardization.

II. OBJECTIVES

Whereas:

1. IEEE standards enable international technical collaboration and are fundamental to the global technological infrastructure;
2. **Adopting Organization** plays an important and growing role in the production, development, and use of the technology enabled by IEEE standards;
3. Access to IEEE’s standards will allow Adopting Organization to bring technological development, economic growth, and new employment opportunities to the people of [COUNTRY];
4. Adopting Organization’s participation in the development and promotion of IEEE’s standards will benefit all who depend on those standards and will advance global technological development.

Now, therefore, the parties wish to enable Adopting Organization to adopt and promote the use of IEEE standards in [COUNTRY].

III. ADOPTION OF IEEE STANDARDS BY ADOPTING ORGANIZATION AS NATIONAL STANDARDS

Adopting Organization shall hereby be entitled to adopt IEEE standards in accordance with the following terms:

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- a. IEEE will provide Adopting Organization with access to a list of approved, published IEEE standards that are eligible for adoption (the “IEEE Standards”). “Country-Specific Changes” means changes that are necessary to adapt the standard to the needs of [COUNTRY].

NOTICE: Patent Letters of Assurance (LoAs) may not apply to a National Adoption with Country-Specific Changes. More information at: <https://development.standards.ieee.org/myproject/Public/mytools/mob/relationship.pdf>.

A National Adoption with Country-Specific Changes (“Modified Adoption” or “MOD”) is different from the IEEE standard. Adopting Organization shall therefore inform users of the National Adoption that they cannot claim conformance with the IEEE standard. Any claims of conformance would only be applicable to a National Adoption without Country-Specific Changes (“Identical Adoption” or “IDT”).

- b. Upon written request from Adopting Organization, IEEE will provide Adopting Organization access to an IEEE National Adoption Subscription, at no cost, for the sole purpose of identifying and evaluating IEEE standards for adoption within [COUNTRY]. Draft standards that have not been approved through the IEEE standards development process may not be adopted.
- c. To adopt an IEEE standard, Adopting Organization shall notify IEEE as soon as the IEEE standard has been approved for final adoption. Publication of the National Adoption shall occur following the completion of the IEEE review of the document’s compliance with this Agreement. The National Adoption of an IEEE standard shall not be distributed by Adopting Organization until IEEE’s written confirmation of such compliance, which shall not be unreasonably withheld. The derivative work created when an IEEE standard is adopted by Adopting Organization is a “National Adoption.”
- d. Adopting Organization shall annually send to IEEE a cumulative list of all IEEE standards it has adopted or withdrawn (i.e. ceased adoption or use of), and the number of units (if any) sold or transmitted to third parties during that year. Reports shall be in the format attached hereto as Exhibit A and shall be sent to IEEE by January 31 each year for the prior year’s activities.
- e. Adopting Organization shall provide IEEE with digital copies of all National Adoptions.
- f. The following statement shall prominently appear (in English [and [COUNTRY LANGUAGE], if any]) on the front cover or in the front matter of each published Adoption:

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"This [COUNTRY] National Standard is [an identical] [a modified] adoption of IEEE [XXXX-XXXX, Title, and Year date], Copyright IEEE, and All rights reserved, 445 Hoes Lane Piscataway, NJ, USA. Reprinted pursuant to license agreement with IEEE. No part of this publication may be reproduced, in any form, without prior written consent of IEEE.

IEEE does not take responsibility, nor does it provide any warranty whatsoever, neither expressed nor implied, for any conflicts that may occur or any errors made in any country-specific changes made to the document. Country-specific changes are highlighted using [insert method of indicating modifications to the IEEE standard]. In all cases, the IEEE version, published in English, shall serve as the official document for unchanged portions of this National Standard. IEEE is a trademark of The Institute of Electrical and Electronics Engineers, Incorporated (IEEE), New York, New York, USA, used under license."

- g. National Adoptions may differ from the IEEE standard on which they are based ("Modified Adoption" or "MOD"). All changes to the IEEE standard shall be clearly marked within the National Adoption, and the method for indicating modifications shall be included in the front cover or front matter statement. The following shall also be included:

- i. The addition of a cover page: Adopting Organization may include its own logo and designation (standard number) on the National Adoption.
- ii. The IEEE designation and IEEE Adoption Logo, which will be provided by IEEE, shall be displayed in a prominent manner as agreed to by IEEE. The IEEE designation shall identify the type of adoption (i.e., Modified (MOD) Adoption).
- iii. The addition of the following statement where Adopting Organization's copyright assertion appears:

Copyright pursuant to license agreement with IEEE.

- h. Production of Translated Versions

- i. Adopting Organization, at its expense, may translate the IEEE Standards into the Local Language (the "Translated Version").
- ii. Adopting Organization shall ensure that the translations are accurate and complete. Adopting Organization shall be solely responsible for the translation and the Translated Version. For the avoidance of doubt, all translations must include a [COUNTRY LANGUAGE] translation of the entire National Adoption. Each Translated Version must include: (1) a

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translation of the National Adoption into [COUNTRY LANGUAGE] (including any highlighted modifications to the IEEE Standard) and (2) the Publication Notice. At Adopting Organization’s discretion, Adopting Organization may include an optional Local Cover. Adopting Organization may only publish one version of the National Adoption: English or Translated Version. All Translated Versions shall be created in a secured PDF format. Distribution of Translated Versions in other formats is strictly prohibited.

“Publication Notice” means the following statement:

“[Name of Adopting Organization] has translated an IEEE Standards publication into [language for translation] from the English version under license from IEEE. No part of this publication may be reproduced, in any form, without prior written consent of IEEE. This translation is intended to aid in the understanding of the original English text version. IEEE does not take responsibility, nor does it provide any warranty whatsoever neither expressed nor implied, for any conflicts which may occur due to changes in the syntax and meaning that are inherent to the translation process. In all cases, the IEEE version, published in English, shall serve as the official document for text other than country-specific changes. IEEE is a trademark of The Institute of Electrical and Electronics Engineers, Incorporated (IEEE), New York, New York, USA, used under license.”

- iii. Prior to distribution of a Translated Version, Adopting Organization shall provide IEEE with two (2) reference letters from translators well-versed in English, [COUNTRY LANGUAGE], and the subject matter of the Licensed IEEE Standard certifying that: (1) the person providing the reference letter fits those qualifications; and (2) the translation is of high quality and accurate. Prior to distribution of any Translated Version, Adopting Organization shall also provide IEEE with a copy of each Translated Version as: (1) an unsecured PDF; and (2) a Microsoft Word document.

IV. INTELLECTUAL PROPERTY

1. IEEE grants Adopting Organization a nonexclusive, limited, revocable, royalty free license to use, reproduce, and distribute the IEEE Standards solely in accordance with the terms of this MOU and for the purposes of the production and distribution of a local-language version of IEEE Standards. Physical sales and distribution of the National Adoptions shall be restricted to [COUNTRY]. For online sales and distribution, Adopting Organization shall not engage in active marketing outside of [COUNTRY].

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Adopting Organization agrees that all copyrights and other rights in IEEE Standards, including, but not limited to, any translation of the IEEE Standards, are the sole property of IEEE and subject to applicable U.S. and international copyright laws. Subject to IEEE's existing and continuing ownership of the IEEE Standards, the Adopting Organization shall be the copyright owner of the National Adoption. The Adopting Organization grants IEEE a perpetual, non-exclusive, worldwide, royalty-free license to use, reproduce, and distribute the National Adoption.

2. IEEE grants the rights in this agreement on the condition that Adopting Organization shall not submit or provide IEEE standards or National Adoptions to any other standards body or organization (whether in [COUNTRY] or elsewhere) for use in another work, or for review or approval as another work, without the prior written consent of the IEEE SA Managing Director.
3. If a National Adoption is intended to be incorporated by reference into law or regulation, IEEE shall be notified. Mechanisms for providing those National Adoptions at no cost may be negotiated.
4. National Adoptions can be distributed only within the country for which the national standard is valid. IEEE Standards, and all derivatives thereof, cannot be contributed to other organizations for consideration for incorporation into other documents.
5. The license granted herein is for a single version of any National Adoption. Publication of subsequent versions of a National Adoption that includes IEEE Standards material requires prior written consent of the IEEE SA Managing Director.
6. If Adopting Organization at any time after the effective date of this Agreement adopts a standard from any other standard development organization (including ISO, IEC, ITU, and ISO/IEC JTC1) that was an adoption of an IEEE standard, Adopting Organization shall notify IEEE of its adoption of that standard. Adopting Organization is notified through this agreement that adoptions of IEEE Standards by other standards development organizations are subject to IEEE copyright, licensing, and adoption agreements.

V. ADDITIONAL ACTIVITIES

- 1 IEEE may provide an electronic link to the Adopting Organization's website on an IEEE SA webpage using Adopting Organization's logo in accordance with each Party's respective logo use policies. IEEE may also identify Adopting Organization using Adopting Organization's logo in presentations or marketing material as having adopted one or more IEEE standards as [COUNTRY] National Standards in accordance with each Party's respective logo use policies.
- 2 Adopting Organization may provide an electronic link to the IEEE SA website on an Adopting Organization webpage using IEEE's logo in accordance with each Party's respective logo use policies. Adopting Organization may also identify IEEE using IEEE's

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logo in presentations or marketing material noting the Identical or Modified Adoption of one or more IEEE standards as [COUNTRY] National Standards in accordance with each Party's respective logo use policies.

- 3 A liaison will be appointed from each of IEEE and Adopting Organization. These two people shall serve as the point of contact for all interactions between the two organizations. As of the date of this Agreement, the two liaisons are as follows:

IEEE – [NAME and EMAIL ADDRESS of IEEE staff contact]

Adopting Organization – Stated Liaison on IEEE SA National Body Adoption Agreement Request Form (incorporated herein by reference).

Each Party shall notify the other Party in writing should any of the contacts above change.

VI. PUBLICITY

Any press release or other publicity issued by either Party regarding this Agreement shall be reviewed and approved in writing by the other Party prior to release. Such approval shall not be unreasonably withheld or delayed.

VII. TERM AND TERMINATION

This Agreement shall come into force on the day of the last signature by either Party and shall remain in effect until terminated as follows:

- 1 By either Party, upon forty-five (45) days prior written notice;
- 2 By both parties, upon written mutual agreement;
- 3 By either party, upon the other's insolvency, petition for bankruptcy or reorganization under bankruptcy laws, or assignment for the benefit of creditors;
- 4 By either Party, in the event of a material breach of this Agreement by the other, if such breach is not cured within thirty (30) days after written notice of the breach.

Upon termination of this Agreement for any reason, Adopting Organization shall immediately cease all adoption, modification, and translation of IEEE standards, but may continue to use, without further modification, those already adopted.

The following provisions of this Agreement shall survive termination: Clauses IV, VI, VII, VIII, IX and X.

VIII. CONFIDENTIALITY

The terms of this Agreement are strictly confidential and neither party shall disclose them to any third party, except (1) with express written consent of the other party, (2) as necessary to effectuate the terms of the Agreement, or (3) as necessary to comply with any applicable law or court order. Notwithstanding the foregoing, IEEE shall be able to disclose the fact that it has an adoption agreement with **[ORGANIZATION]**.

IX. INDEMNIFICATION

Adopting Organization shall indemnify, defend, and hold harmless IEEE and its officers, directors, agents and employees from and against all claims, losses, expenses, fees (including attorneys' and expert witnesses' fees), costs and judgments that may be asserted against IEEE that result from (a) any adoption, modification, or translation of an IEEE standard by Adopting Organization, or (b) any claims by any third parties which are based on or are the result of any breach of the warranties contained in this Agreement.

X. NOTICE

Any notice made according to this Agreement shall be in writing, sent by registered or certified mail, return receipt requested, addressed to the Parties at their respective addresses specified below, and are effective when mailed. Alternately, an email, a facsimile transmittal, or an express mail transmittal with a confirmation of receipt shall be acceptable. Either Party, by notice, may specify a different address.

If to Adopting Organization: Stated Recipient of Notices on IEEE SA National Body Adoption Agreement Request Form (incorporated herein by reference).

If to IEEE: The Institute of Electrical and Electronics Engineers, Incorporated
Standards Association
445 Hoes Lane
Piscataway, NJ 08854
USA
Attention: IEEE SA Intellectual Property Rights

Email: stds-copyright@ieee.org

With a courtesy copy to:

The Institute of Electrical and Electronics Engineers, Incorporated
3 Park Avenue, 17th Floor
New York, NY 10016
United States
Attention: Sophia A. Muirhead, General Counsel
Telephone: 212-705-8950
Email: contract-review@ieee.org

XI. MISCELLANEOUS

- 1 This Agreement constitutes the complete agreement between Parties, shall supersede all prior agreements with respect to the subject hereof, and may not be amended or modified, except by written instrument signed by all Parties hereto or by their duly authorized representatives. The federal laws of the United States shall apply to this Agreement.
- 2 The terms and conditions of this Agreement are severable. If any condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force.
- 3 THE IEEE STANDARDS ARE PROVIDED TO ADOPTING ORGANIZATION “AS IS” AND “WITH ALL FAULTS.” IEEE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF THE IEEE STANDARDS, OR THAT ADOPTING ORGANIZATION’S USE OF THE IEEE STANDARDS WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET ADOPTING ORGANIZATION’S REQUIREMENTS. ADOPTING ORGANIZATION ACKNOWLEDGES AND AGREES THAT THE CONTENTS OF THE IEEE STANDARDS ARE SUBJECT TO CHANGE. IEEE SHALL NOT BE RESPONSIBLE FOR THE USE OF THE IEEE STANDARDS, TRANSLATED VERSIONS, NATIONAL ADOPTIONS OR OTHER DERIVATIVE WORKS.
- 4 Any prevention of or delay in either party’s performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty, or other causes beyond the party’s control shall excuse the party’s performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.
- 5 The relationship between the Parties shall be that of independent contractors, and nothing in this Agreement shall be construed to constitute either Party as an employee, agent or member of the other Party. Without limiting the foregoing, neither Party shall have authority to act for or to bind the other Party in any way, to make representations or warranties or to execute agreements on behalf of the other Party, or to represent that it is in any way responsible for the acts or omissions of the other Party.
- 6 Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and to their respective successors and assigns.

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- 7 This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and a signature page sent by facsimile or digital copy shall be deemed to be the equivalent of an original.
- 8 Neither Party shall assign this Agreement or any of its rights, obligations or duties hereunder, without the prior written consent of the other Party.

Dated:

Dated:

Signature:

Signature:

Konstantinos Karachalios
IEEE SA Managing Director

[Name]
[Title]

IEEE
**(The Institute of Electrical and
Electronics Engineers, Incorporated)**

[ORGANIZATION] (FULL NAME)

445 Hoes Lane
Piscataway, NJ 08854
USA
<http://standards.ieee.org>

[ADDRESS]
[COUNTRY]
[URL]

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EXHIBIT A – ADOPTION REPORT TEMPLATE

Sales/Downloads of IEEE Adoptions

Print

Sales Date	Type of Customer (i.e. Government, students, etc.)	Customer	Customer Country	Standard Title	Standard Number	Quantity

PDF

Sales Date	Type of Customer (i.e. Government, students, etc.)	Customer	Customer Country	Standard Title	Standard Number	Quantity