



International Electrotechnical
Commission



Arab Industrial Development,
Standardization and Mining Organization

Regional adoption agreement

Between the **International Electrotechnical Commission**, hereinafter referred to as "IEC" and the **Arab Industrial Development, Standardization and Mining Organization**, hereinafter referred to as "AIDSMO", jointly referred to as the "Parties" of this Agreement.

Whereas

- a) The mission of IEC is to achieve worldwide use of IEC International Standards and Conformity Assessment Services that ensure the safety, efficiency, reliability and interoperability of electrical, electronic and information technologies, to enhance international trade, facilitate broad electricity access and enable a more sustainable world.
- b) The mission of AIDSMO is to contribute to the development and promotion of the Arab economy and its support in the field of industry, energy, mining, standardization and related fields, such as environment, and develop relevant standards, with a view to strengthening its productivity, quality and competitiveness.
- c) The Parties have concluded in June 2016, a Pledge, in support of international standardisation in the Electrotechnical and related sectors.

In light of the above, the Parties agree to the following:

1. License and copyright

- 1.1. IEC grants AIDSMO a non-exclusive right to regionally adopt IEC International Standards in accordance with the endorsement method detailed in ISO/IEC Guide 21-1. Furthermore, the Parties recognize the value of AIDSMO members subsequently adopting said regional adoption for their respective national contexts pursuant to clause 2.3 below. AIDSMO can adopt other IEC Publications such as PAS (Publicly Available Specification), TR (Technical Report), TS (Technical Specification) and Guides, which shall be treated like "IEC International Standards" for the purposes of this agreement.
- 1.2. Neither AIDSMO nor AIDSMO members are permitted under this Adoption Agreement to reproduce, distribute, translate, sub-license, or sell the adopted IEC International Standards, including any adoption thereof. This prohibition shall not affect any rights AIDSMO members have as either IEC National Committees or IEC Affiliate Countries. If there is any conflict between any condition under this Agreement and the conditions of the IEC Sales Policy and Implementation Conditions (for IEC National Committees) or the Affiliate Country Programme (for IEC Affiliate Countries), the latter shall prevail.
- 1.3. Adoption of IEC Conformity Assessment Systems' Schemes, Programmes and Marks and their documents is not included in this Agreement.
- 1.4. IEC International Standards and all copyrights, ownerships, and other rights therein and thereto shall remain the sole and exclusive property of the IEC.

2. AIDSMO obligations

- 2.1. To regionally adopt IEC International Standards AIDSMO will only use the endorsement method as described in ISO/IEC Guide 21-1. In this process, there is no reproduction of IEC copyrighted material by AIDSMO.

- 2.2. AIDSMO will implement the provisions of ISO/IEC Guide 21-1 with respect to numbering. The reference shall be in the form [AIDSMO] IEC 6xxxx.
- 2.3. On the basis of separate agreements and participation conditions with IEC, all AIDSMO members that are also IEC National Committees or IEC Affiliate Countries are permitted to adopt the AIDSMO IEC regional standard as a national standard and to withdraw conflicting national standards in accordance with the respective AIDSMO member's rights as an IEC National Committee or IEC Affiliate Country. For IEC Affiliates, this right of adoption does not include the right to reproduce, distribute, translate, sublicense or sell IEC International Standards.
- 2.4. In accordance with ISO/IEC Guide 21-1, AIDSMO IEC regional standards cannot reproduce the underlying text from the original IEC International Standard. IEC requires that its National Committees conclude bilateral agreements with IEC if they wish to adopt, reproduce or sell IEC copyrighted material. AIDSMO shall take all reasonable measures to educate its members that AIDSMO regional adoptions of IEC International Standards are fully and exclusively IEC intellectual property.
- 2.5. AIDSMO shall take all necessary precautions to protect the intellectual property from any unauthorized access and unauthorized use. Any copyright infringement which comes to the notice of AIDSMO, or its members should be reported to IEC immediately. AIDSMO shall ensure that the use of the electronic files of IEC International Standards is strictly limited according to the terms and conditions of this Agreement, including any separate terms and conditions applicable to the provision of these electronic files through an online portal. These files shall not be copied, redistributed, or modified in any way.
- 2.6. This Agreement shall not permit AIDSMO to create any translations. Any such facility would be subject to a separate agreement.

3. IEC obligations

- 3.1. IEC will give AIDSMO access to a customized list - for a period - from IEC's catalogue of IEC International Standards, including all original texts thereof, on a read-only basis as provided through an online portal. Individual accounts shall be created, modified, and terminated by IEC on AIDSMO's behalf as solely determined by IEC. The use of this portal may be subject to separate terms and conditions as updated by IEC from time to time.
- 3.2. IEC may update, withdraw, modify the catalogue of IEC International Standards to which AIDSMO is granted access at any time in accordance with IEC's sole discretion and without notice to AIDSMO.
- 3.3. The granting of this access on an individual basis, including the length and scope of the access, shall be solely determined by IEC in light of the specific request.
- 3.4. The responsible person appointed by AIDSMO to coordinate requests for access to online view of IEC read only without access to the files is as follows:

Name: Ahmed Eddouaicer phone: +212 5 37 774 600 mobile: +212 666 025 576

Email: ahmed.ed@aidmo.org

AIDSMO must notify the IEC by email (info@iec.ch) of any changes in the name or contact information of the responsible person within three (3) working days of the change.

Mr Ahmed Eddouaicer, or as other person duly notified by AIDSMO, shall prepare and provide to IEC the AIDSMO's access requests, including identifying eligible experts and specifying the length of time for which access should be provided

4. Reporting

- 4.1. AIDSMO will report to IEC, at least every year, all AIDSMO regional adoptions of IEC International Standards, including any subsequent adoptions thereof by AIDSMO members. The Parties recognize the critical value of such reports in ensuring the success of their cooperation. The report must include the date of adoption, regional and national reference number and indicate whether or not the adoption is

identical. Where deviations from the IEC International Standard is made, such deviations shall be detailed by clause. Such information shall be owned by IEC and may be used for commercial purposes.

- 4.2. Failure to provide adoption reports within one calendar year after the end of the calendar year in which these adoptions were made may result in suspension or termination of IEC's obligations under clause 3 above.

5. Duration and termination

- 5.1. The term of this Agreement shall be three years, which shall automatically renew for the same term. Either Party can terminate this Agreement at any time by giving six months' written notice.
- 5.2. Prior to terminating this Agreement, the Parties shall agree on the conditions for termination as regards any continued or future use of AIDSMO regional adoptions of IEC International Standards. In the absence of agreement, IEC shall terminate all access described in clause 3 above, and AIDSMO shall not be permitted to proceed or continue on any AIDSMO regional adoptions of IEC International Standards.
- 5.3. This Agreement may furthermore be terminated by either Party at any time with immediate effect upon entry into bankruptcy, liquidation or dissolution of the other Party.

6. No agency

IEC shall not be liable for any act or omission of AIDSMO, and IEC acknowledges that it is in no way an agent or representative or partner of or joint venture with AIDSMO. Neither IEC nor AIDSMO shall be empowered to act on behalf of and/or in the name of the other.

7. Transfer to third parties

Transfer of the rights herein described to third parties is excluded without the mutual agreement of both IEC and AIDSMO.

8. Notice

Any notices required or permitted hereunder shall be deemed sufficient if addressed as follows:

If to IEC:
International Electrotechnical Commission (IEC)
P.O. Box 131
3, rue de Varembé
CH-1211 Geneva 20
Switzerland

If to AIDSMO
Ave. de France junction on Al-Khatawate St.
P.O. Box 8019 United Nations 10102, Agdal
MA-10102 Rabat
Morocco
aidsmo@aidsmo.org

9. Entire agreement

This Agreement contains the entire agreement and understanding between the parties. There are no covenants, representations, or warranties not herein expressly set forth. This Agreement may not be changed, modified or discharged except by an instrument in writing signed by the parties hereto.

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10. Governing law

This Agreement shall be governed by the Laws of Switzerland and the courts of Geneva, Switzerland shall have exclusive jurisdiction.

For IEC

Mr Philippe Metzger

Secretary-General & CEO



Date: 2023-03-15

Place: Rabat, Morocco

For AIDSMO

Mr Adel Al Saqer

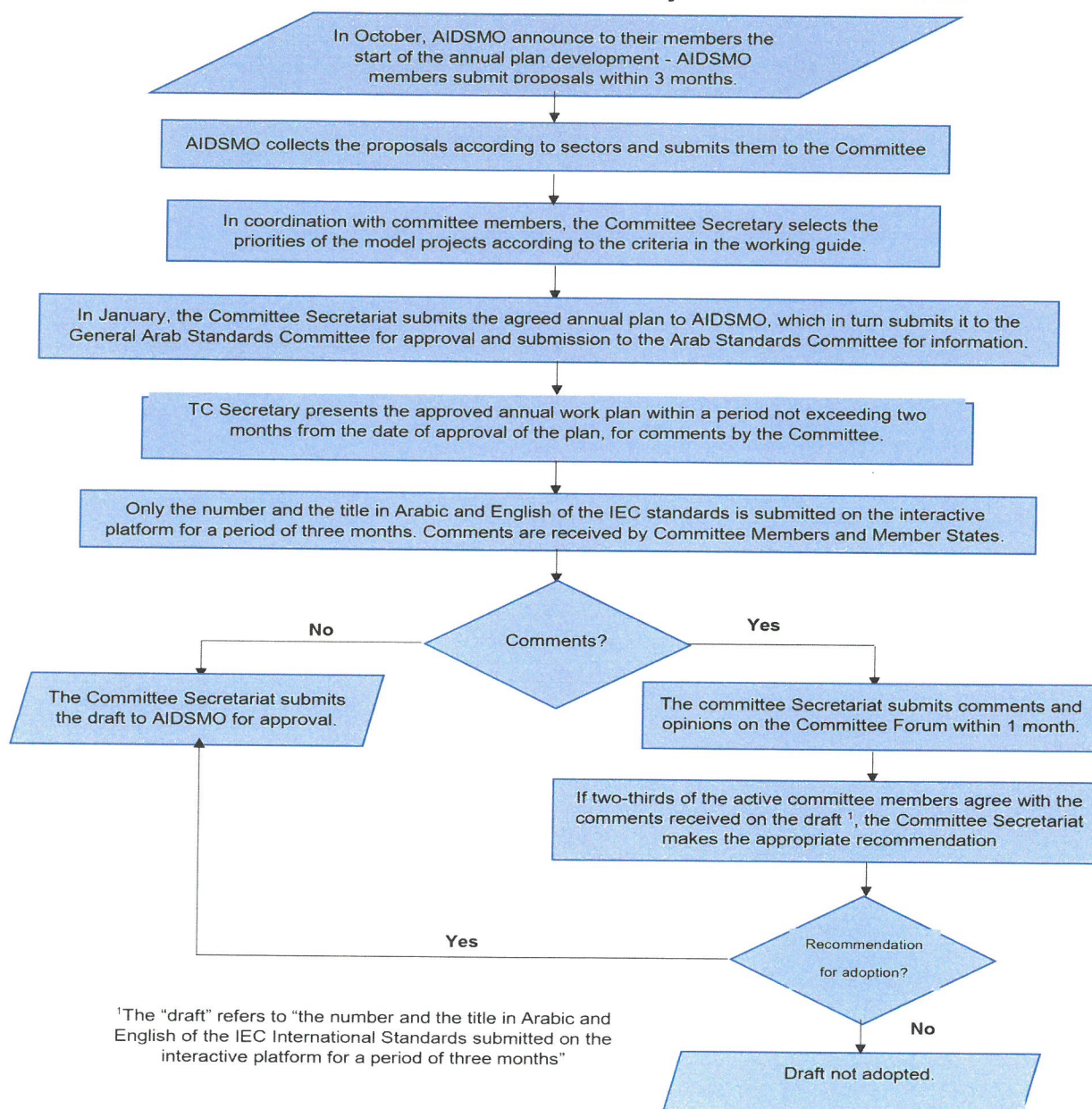
Director General



Date: 2023-3-15

Place: Rabat - Morocco

Annex A: Adoption of IEC International Standards by AIDSMO Procedure as of Dec. 2021



Note 1: AIDSMO member must adopt the AIDSMO regional adoption and withdraw any confliction national standard.

Note 2: Adoption by IEC Members of AIDSMO would then be subject to IEC's 1 CHF token fee. Terms of the "licence agreement to use IEC Products" signed by IEC and its Members applies for AIDSMO members which are IEC Members.

Note 3: Affiliate countries who have exceeded their quota will have to purchase the IEC International Standards in order to adopt either the regional adoption or IEC International Standard as a national adoption.

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Annex B

Notification of IEC Affiliate adoption procedure

This Annex to the IEC/AIDSMO Cooperation Agreement serves as notice to AIDSMO of the terms and condition of adoption by IEC Affiliates, which may also be AIDSMO members, of IEC International Standards under the IEC Affiliate Country Programme.

All AIDSMO regional adoptions of IEC International Standards are fully and exclusively IEC intellectual property. As such, all rights of adoption, including those of regional adoptions, flow solely and exclusively from IEC to its National Committees and Affiliate Countries.

Summary of Affiliate Adoption Procedure

Facilitated adoption procedure of IEC International Standards under the IEC Affiliate Country Programme (ACP)

1. As a benefit of the ACP, Affiliate Countries may choose up to 200 IEC International Standards free of any commercial consideration, for the purposes of possible adoption and use as reference in national laws or regulations in the adopting country subject to the conditions of the IEC Affiliate Country Programme (ACP) terms and conditions of participation. The free of charge quota cannot be renewed, nor extended during the Affiliate Country's participation to the ACP.
2. Under the terms of the IEC Affiliate Country Programme, only identical adoptions are possible by the method of endorsement. The IEC International Standard is endorsed as the national standard in accordance with ISO/IEC Guide 21-1, 5.2.
3. Subject to the conditions of Affiliate Country Programme (ACP) terms and conditions of participation, Affiliate Countries may print out paper copies for internal use and/or email the watermarked PDF document to the members of their National Electrotechnical Committee solely for the purposes of analysis and reference for possible adoption.
4. Once the adoption process is completed, the Affiliate Country shall notify the IEC Secretary-General of the adoption of IEC International Standards by sending the Declaration of Adoption form to the IEC Affiliate secretariat (affiliates@iec.ch).
5. The declaration of adoption should include the list of national adoptions of IEC International standards. The Affiliate will provide the Affiliate secretariat with the following elements to update its records.
 - List of adopted standards
 - National reference: XYZ IEC 60000:YEAR The single number is required for adoption.
 - Date of adoption according to the document "Abridged course for IEC National Committees and Affiliate Countries" available on the ACP section on the website under Resources.

Option 1 – Dating based on the year of publication of the national standard:
EXAMPLE: XYZ IEC 60335:2000 (identical adoption of IEC 60335:1996)

Option 2 – Dating based on the year of publication of the International Standard:
EXAMPLE: XYZ IEC 60335: 2000 (identical adoption of IEC 60335:1996)

6. Affiliate Countries shall report on every adoption of IEC publications, including regional adoptions, during the calendar year of the date of adoption. All entities adopting IEC content shall pay a one-off token fee of CHF 1.- to formally acknowledge that all national and regional adoptions remain IEC copyright. The one-off token fee for Affiliate Countries is offset with a credit note and does not imply any financial obligation.
7. Should the adoption process require translation of IEC International Standards into the national language of the Affiliate Country, then the Affiliate Country declares to be held responsible for the accuracy of the translation) by signing the declaration of adoption. In accordance with the Affiliate Country Programme (ACP) terms and conditions of participation, copyright in IEC International Standards and other publications, including adoptions and translations, remains with the IEC.
8. Affiliate Countries that have officially declared the adoption of at least 50 IEC International Standards as national standards and established a National Electrotechnical Committee (NEC) with representatives from the private and public sectors are eligible for Affiliate Plus status. The Affiliate Plus status increases the free quota of the IEC International Standards from 200 to 400 and provides priority, as determined by IEC, to mentoring materials and programmes for Affiliate Countries with Affiliate Plus status.
9. Affiliate Countries shall neither directly, nor permit any third-party to, sell, publish or otherwise distribute such national or regional adoptions of IEC International Standards and other publications, including any translations. Any national customer wishing to acquire an adopted standard can purchase the identical IEC International Standard from the IEC Secretariat at 10% of the IEC catalogue price with a minimum of CHF 15.- per publication. Translations undertaken by Affiliate Countries shall not be provided to anyone except national customers upon proof of purchase of the IEC International Standards and other publications. Any such translation provided by an Affiliate Country will be provided as-is and include the appropriate disclaimers.
10. Should the Affiliate Country wish to receive more than 200 IEC International Standards in view of adoption (or 400, if granted with Affiliate Plus status), then the conditions above will be applied. While IEC Members (i.e. IEC National Committees that are Full or Associate Members) are able to adopt IEC International Standards free of charge, non-IEC-members must purchase the IEC International Standards before adoption.
11. As a benefit of the ACP, once the quota of 200 or 400 free IEC International standards is reached, additional IEC International Standards for adoption can be purchased at 50 % of the price of the IEC webstore at "webstore.iec.ch". Once adopted at the national level, copies will be provided to national customers according to the procedure given above.