



GS/AGR/005

04/05/2012

For SMIIC use only

**AGREEMENT BETWEEN SMIIC  
AND MEMBER STATES  
FOR  
THE DISTRIBUTION AND SALES  
OF OIC/SMIIC STANDARDS**

Effective from 20XY-XX-YY, The Standards and Metrology Institute for Islamic Countries (SMIIC) hereby grants the rights to the **MEMBER STATE (Member Body)** to reproduce and sell electronic and paper copies of approved OIC/SMIIC Publications subject to the following terms and conditions:

## **1 SMIIC Sales Policy**

**1.1 MEMBER STATE (Member Body)** shall ensure that all sales of OIC/SMIIC Publications are in accordance with the current SMIIC Sales Policy, The Guiding Rules for the Distribution and Sales of OIC/SMIIC Standards.

**1.2** This Agreement allows the **MEMBER STATE (Member Body)** to:

**1.2.1** Use the electronic files specified in Clause 2.1 to reproduce and sell paper format OIC/SMIIC Publications in accordance with current SMIIC Sales Policy. **MEMBER STATE (Member Body)** may market and distribute to its customers and members printed copies of the standards downloaded. After each downloaded version is used to print a delivery copy, the PDF version must be deleted from the **MEMBER STATE (Member Body)**'s system and not reused. For each standard distributed as printed copy, **MEMBER STATE (Member Body)** will place the following wording on the **footer part of the** first page of each standard: "Copyright SMIIC. Distributed under SMIIC license by the **MEMBER STATE (Member Body)**." **MEMBER STATE (Member Body)** will make no other alterations or additions to the downloaded and printed PDF files.

**1.2.2** Use the electronic files specified in Clause 2.1 to reproduce and/or sell electronic copies for single-user and multi-user customers in accordance with current SMIIC Sales Policy.

**1.2.3** Use the access rights to the online facilities specified in Clause 2.2 to subscribe customers to such facilities in accordance with current SMIIC Sales Policy.

**1.3** All relevant documents on the SMIIC Sales Policy are available at the SMIIC General Secretariat. (e-mail: [info@smiic.org](mailto:info@smiic.org) )

## **2 Access to and Use of SMIIC Electronic Files and Online Facilities**

**2.1** SMIIC General Secretariat shall provide the **MEMBER STATE (Member Body)** (see Clause 2.4) with full access to the SMIIC Online Sale System. Access to the SMIIC Online Sale System will be by user name and password. SMIIC General Secretariat reserves the right to change or replace this facility. SMIIC General Secretariat is producing full-text portable document format (PDF Text) containing the full content of OIC/SMIIC Publications and has made available older OIC/SMIIC Publications in scanned image portable document format (PDF Image).

2.2 SMIIC General Secretariat shall provide **MEMBER STATE (Member Body)** (see Clause 2.4) with any additional access rights as necessary to online facilities provided (including OIC/SMIIC Publications online database products).

2.3 The SMIIC General Secretariat contact for all matters related to the provision of these access rights included in this Agreement is: SMIIC General Secretariat (Telephone no. +90 212 465 65 07-08, e-mail: [info@smiic.org](mailto:info@smiic.org) )

2.4 **MEMBER STATE (Member Body)** has appointed the following “Responsible Person” for accessing the electronic files and/or online facilities:

Mr. / Ms. Name Surname  
Tel. No: +00 111222333

Title: .....  
E-mail: ..... @ .....

2.5 **MEMBER STATE (Member Body)** should notify the SMIIC General Secretariat by e-mail ([info@smiic.org](mailto:info@smiic.org) ) of any changes in the name or contact information of the responsible person as soon as possible.

2.6 **MEMBER STATE (Member Body)** shall ensure that the use of the electronic files of OIC/SMIIC Publications is strictly limited according to the terms and conditions of this Agreement only. The electronic files of OIC/SMIIC Publications may not be used for any other purpose, unless a further agreement has been reached with the SMIIC General Secretariat.

2.7 **MEMBER STATE (Member Body)** shall be able to reproduce paper format of OIC/SMIIC Publications using the OIC/SMIIC electronic files, and will ensure that the print and finish quality of the reproduced OIC/SMIIC Publications is comparable with the print and finish quality of the OIC/SMIIC Publications produced in paper format by SMIIC General Secretariat.

2.8 **MEMBER STATE (Member Body)** shall take all necessary precautions to protect the electronic files of OIC/SMIIC Publications and the SMIIC intellectual property from any unauthorized access and unauthorized use, using appropriate licence agreements to control end-users’ rights. The electronic files will not be altered in any way and will be reproduced with full integrity and completeness compared with the original version.

### **3 Information on OIC/SMIIC Publications, Bibliographical Data and Validity, Use of LOGO**

3.1 The SMIIC General Secretariat shall provide the “Responsible Person” with a regular updated electronic file containing the entire bibliographical data for the collection of OIC/SMIIC Publications via e-mail, in addition to regular “Publication Alerts” regarding new publications. The “Responsible Person” shall use the SMIIC Website ([www.smiic.org](http://www.smiic.org)) and other available information to ensure that the validity of OIC/SMIIC Publications is

monitored. Regarding any OIC/SMIIC Publications which have been superseded or which are no longer valid, **MEMBER STATE (Member Body)** shall ensure that these are clearly identified as such to any customers requesting them.

**3.2** Throughout the duration of the present Agreement, SMIIC grants to **MEMBER STATE (Member Body)** the right to distribute OIC/SMIIC Publications under the logo of “SMIIC” according to the graphics in Annex A which may be used by the **MEMBER STATE (Member Body)** with their own logo. SMIIC’s logo is and will remain the property of SMIIC.

#### **4 Royalties and Sales Reports**

**4.1** **MEMBER STATE (Member Body)** will pay the SMIIC General Secretariat twenty percent (20%) of the SMIIC Catalogue price derived from the commercial transactions covered by this Agreement. Royalty payments will be made in USD (United States Dollar) by bank transfer to the SMIIC General Secretariat account IBAN No: TR39 0001 5001 5804 8013 1849 52 in Republic of Turkey. **MEMBER STATE** shall transfer the total royalty payment in the first month of the following year annually.

**4.2** In parallel to the transfer of the royalties as described in Clause 4.1, the **MEMBER STATE (Member Body)** shall send a detailed report of commercial transactions for the year covered, in electronic and paper format, itemizing OIC/SMIIC Publications concerned, their format (paper or electronic) and the nature of the commercial transaction (sales, subscriptions, etc).

#### **5 Term, Implementation**

**5.1** The term of this Agreement shall be three years. It will be automatically renewed under the same terms and conditions unless either party gives three months’ notice in writing prior to the end of the current three-years term.

**5.2** This Agreement shall apply together with the provisions of Guiding Rules for The Distribution and Sales of OIC/SMIIC Standards.

**5.3** Any dispute arising out of the interpretation and implementation of this Agreement will be settled in a friendly manner by consultation between two parties.

Signed on ... / ... /20.... in two original copies, each in English, all texts being equally authentic.

**Agreed to for SMIIIC:**

**Agreed to for MEMBER STATE  
(Member body):**

**Name:**

**Name:**

**Title:**

**Title:**

**Signature:**

**Signature:**

**Date:**

**Date:**

**Note:** In this Agreement, the phrase “**MEMBER STATE (Member Body)**” refers to the second party which agrees with SMIIIC under the terms and conditions of SMIIIC Sales Policy.

**Annex A  
SMIIIC Logo**

