

Policy Statement
May 2015

International Federation of Accountants®

Policy for Reproducing, or
Translating and Reproducing,
Publications of the
International Federation of
Accountants





This document was developed and approved by the Board of the International Federation of Accountants (IFAC).

The mission of the International Federation of Accountants (IFAC) is to serve the public interest by: contributing to the development, adoption and implementation of high-quality international standards and guidance; contributing to the development of strong professional accountancy organizations and accounting firms, and to high-quality practices by professional accountants; promoting the value of professional accountants worldwide; speaking out on public interest issues where the accountancy profession's expertise is most relevant.

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POLICY FOR REPRODUCING, OR TRANSLATING AND REPRODUCING, PUBLICATIONS OF THE INTERNATIONAL FEDERATION OF ACCOUNTANTS

Introduction

1. A primary objective of the International Federation of Accountants (IFAC) is to publish high-quality standards, guidance and other publications (for purposes of this policy statement referred to as “IFAC publications”) that enable accountants worldwide to provide services of consistently high quality and in the public interest. To achieve this objective, IFAC strives to make its publications widely available, while at the same time exercising good stewardship over this valuable intellectual property (IP). IFAC does this by (a) enabling individuals to access publications from its website, and (b) encouraging IFAC members and associates, regional accountancy organizations, standard setters, regulators and others to include links from their own websites, or print materials, to the publications on the IFAC website, or to reproduce the publications (or IFAC-authorized translations thereof) with IFAC’s permission in appropriate circumstances,
2. IFAC also encourages translations of its publications by IFAC members and associates, regional accountancy organizations, standard setters, regulators or others.
3. This policy statement applies when an IFAC member or associate, regional accountancy organization, standard setter, regulator or another party (for purposes of this policy statement referred to as an “interested party”) reproduces, or translates and reproduces, any of the final IFAC publications (**except for the translation and reproduction of final standards issued by the independent standard setting boards supported by IFAC**) or exposure drafts of proposed IFAC publications. It applies to the reproduction, or translation and reproduction, of the full text of, or extracts from, an IFAC publication; and in circumstances where an IFAC publication is used as the basis for another publication. **For policies regarding translating and reproducing standards please refer to “Policy for Translating and Reproducing Standards Published by the International Federation of Accountants”.**
4. The purpose of this policy statement is to enable access to the IFAC publications when the party seeking permission, and the use of the IFAC publications, are considered appropriate.

Intellectual Property

5. IFAC owns valuable intellectual property consisting of copyrighted publications and other materials as well as various trademarks. These two elements are further described in the sections below.

Copyright

6. Copyright provides creators of original works with certain exclusive rights, including the right to reproduce the works, or allow others to reproduce, translate, adapt, or otherwise create derivative works.
7. Copyright ownership and the rights thereof exist in the United States under its Constitution and federal law and worldwide under the Berne Convention for the Protection of Literary and Artistic Works (1886) (“Berne Convention”) and other treaties. IFAC is based in New York City and this policy statement is structured within the context of the United States copyright law. IFAC’s contracts are governed under the law of the United States and the State of New York.
8. The Berne Convention established a system to internationalize copyright among its signatories and establish strong minimum copyright standards. There are currently 168 signatory countries¹ to the Berne Convention, including the US. Copyright is automatic upon creation of a work in countries where the Berne Convention applies, with no official registration or other formalities required through any government office.
9. IFAC is the worldwide copyright owner of its final publications in English and all other languages, and therefore has the exclusive right to reproduce, or authorize others to translate and reproduce its content.
10. IFAC does not assign its copyright to others, but may grant others the right to use its copyrighted material under license, or IFAC may grant a limited waiver of its right to enforce its copyright for the purpose of enabling official adoption in a jurisdiction. IFAC will ordinarily waive the right to enforce its copyright only in those cases where the text of the English or translated standards will be incorporated into law or regulation. Such waivers will be limited to issuance to the adopting authority and territory and for the particular purpose of non-commercial use to facilitate adoption into law or regulation. Requests for IFAC to grant a limited waiver of its right to enforce its copyright to facilitate adoption of the standards in a jurisdiction will be considered on a case by case basis. In all such cases where IFAC may grant this limited waiver of its right to enforce its copyright, a written agreement to this effect will be executed and signed by IFAC and the adopting authority. IFAC will generally charge an annual waiver fee for this purpose. See also section on Adoption below.
11. In order to maintain control of its intellectual property, IFAC will require any translating body to transfer the copyright of the translated publications to IFAC by requiring the translating body to secure assignments from its individual contributors to the translation, and assign all rights to the translation to IFAC. This will also enable IFAC to maintain the translation should a translating body not be able to continue its relationship with IFAC. The nature and the extent of the transfer of rights to IFAC may vary due to restrictions in national laws in a particular jurisdiction. IFAC, as the copyright holder of the translated publications, may grant non-commercial or commercial publication and distribution rights back to the translating body or to other parties it may deem appropriate. IFAC may charge a license fee for this purpose. Under a license from IFAC, the translating body will be able to charge a fee for the commercial use of translated publications subject to payment of a license fee or royalties to IFAC as discussed below in paragraph 20.

¹ World Intellectual Property Organization - WIPO-Administered Treaties > Contracting Parties > Berne Convention: http://www.wipo.int/treaties/en/ShowResults.jsp?lang=en&treaty_id=15 Accessed 13 February 2015

Trademarks, Service Marks and Logos

12. A trademark or a service mark is a word, phrase, symbol or design, or combination thereof, that identifies and distinguishes certain goods.
13. IFAC owns numerous registered and unregistered trademarks, service marks and logos (“Marks”) in the United States and in other countries around the world. They include Marks used by IFAC, its committees, as well as the independent standard-setting boards it supports. A list of these Marks is included in the copyright notice to this policy or may generally be found on IFAC’s website.
14. Registration of these Marks protects them and their value. IFAC’s Marks are widely recognized throughout the world. Use of these Marks suggests association with IFAC or the independent standard setting boards it supports, and serves to enhance perceptions of quality. Unauthorized use of IFAC’s Marks may represent a risk of undesired association or may otherwise be detrimental to the brands of IFAC and the independent standard setting boards. For this and other reasons, use of IFAC’s Marks can only be made under terms of an appropriate agreement with IFAC.
15. Please contact IFAC staff before making any use of the Marks of IFAC or the independent standard setting boards which it supports.

Adoption

16. One of IFAC’s strategic objectives is to promote and facilitate the consistent adoption and high-quality implementation of the international standards.
17. There are various types of adoption methods such as convergence, adaptation, adoption by reproducing the standards in the national legal framework such as the legislation itself or an Official Gazette of the jurisdictional government, or adoption by reference.
18. When considering adoption of the international standards, the relevant adopting authority in the jurisdiction should contact IFAC’s Director of Intellectual Capital to discuss the situation, the implication of the adoption approach for use of copyrighted material, and relevant requirements for use of IFAC’s intellectual property. This should be done prior to making any definite decisions or plans.
19. In all cases, where all or part of the content of the international standards, or translations thereof, is used, including cases of convergence where local standards may be ‘based on’ the international standards, or when IFAC’s Marks are used, formal permission from IFAC and an appropriate agreement are required for such use.

License Fees, Waiver Fees and Royalty Payments

20. IFAC may charge a license fee, waiver fee or royalties for use of its intellectual property at levels and in circumstances as determined by the IFAC Board. A minimum license or waiver fee will be established. Royalties will be applied at market rates and calculated as a percentage of gross revenues. Such fees and royalty payments contribute to funding the continued activities and mission of IFAC and the independent standard setting boards which it supports.
21. In cases where the translation and reproduction of a standard is for purposes of official adoption, IFAC will generally charge an annual license fee or waiver fee, depending on what particular rights are being granted or waived. The amount of the license fee or waiver fee should not be a barrier to adoption. It is determined based on several criteria, such as the content being used, whether

translated material is involved, the rights being granted by IFAC, and the ability to pay, measured based on the size of the relevant economy where the material will be used.

22. In cases where the translation and reproduction of a standard in electronic or print format is for anything other than non-commercial purposes², a license fee or royalty payment will generally apply.
23. For IFAC member bodies in good standing and members of the Forum of Firms, discounted rates will apply. This is to recognize the value derived from such membership and that these organizations are making annual financial contributions to IFAC. It also recognizes the principle for better symmetry between those benefiting from such high quality and widely accepted standards and those contributing to their development.

Final IFAC Publications or Exposure Drafts of Proposed IFAC Publications Downloaded from the IFAC Website

24. This policy statement does not apply to final IFAC publications or exposure drafts of proposed IFAC publications downloaded by a single user from the IFAC website on the following basis:
 - Any copies of the IFAC publication printed or saved to disk or to any other storage medium shall subsequently be viewed or printed for individual and non-commercial use only;
 - No further copies, modifications, translation, distribution or use of the IFAC publication shall be made without the prior written permission of IFAC; and
 - All copies of the IFAC publication, however stored or reproduced, shall retain all copyright and other proprietary notices.

IFAC Copyright Statements

25. IFAC publications include one of the following copyright statements, unless the nature of the publication requires a modified statement. Additional statements, as appropriate, may be included for the independent standard setting boards.

Final IFAC Publications

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Exposure Drafts of Proposed IFAC Publications

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² For the purposes of this policy, “non-commercial purposes” means that the publication is provided either free of charge or at a price intended to recover only the cost of reproduction, or translation and reproduction and where the intention of the publication is clearly to further the organization’s professional and public interest mandate and is not for financial gain.

Use of IFAC's Intellectual Property

26. Interested parties wishing to use IFAC's intellectual property, whether copyrighted content or Marks, should submit a Permission Request in English to IFAC in advance, using IFAC's online permission request and inquiry system (OPRI): <http://www.ifac.org/about-ifac/translations-permissions>. The information in the Permission Request assists IFAC in measuring achievement of the objective noted in paragraph 1. Various types of use of IFAC's content are explained in the following paragraphs.

Use of Exposure Drafts: Reproduction, or Translation and Reproduction, of Exposure Drafts of Proposed IFAC Publications

27. Interested parties are permitted to reproduce exposure drafts of proposed IFAC publications. For any intended adaptations, modifications, or translations of exposure drafts, an interested party shall submit a Permission Request in English to IFAC in advance, as described in paragraph 26 above. IFAC will provide the interested party a copy of the relevant exposure draft in either a Microsoft Word or Adobe PDF format for reproduction, or translation and reproduction. Submitting the permission request also allows IFAC to communicate more widely about the availability of a translated exposure drafts, especially if the language of translation is a major world language used in multiple jurisdictions.
28. The reproduced exposure draft shall include the following copyright statement:
"Copyright © [Month and Year] by the International Federation of Accountants (IFAC). All rights reserved. Used with permission of IFAC. Permission is granted to make copies of this work to achieve maximum exposure and feedback."
29. Any translated and reproduced exposure draft shall include the following copyright statement:
"Copyright © [Month and Year] by the International Federation of Accountants (IFAC). All rights reserved. Used with permission of IFAC. Permission is granted to make copies of this work to achieve maximum exposure and feedback. This publication has been translated from the English language into [insert language] by [insert name of interested party]. IFAC assumes no responsibility for the accuracy and completeness of the translation or for actions that may ensue as a result thereof."

Use of Extracts: Extracts from Final IFAC Publications or Exposure Drafts of Proposed IFAC Publications

30. An interested party shall submit a written Permission Request in English via OPRI when it intends to reproduce and distribute a publication, in electronic or print format, that contains one or more extracts from a final IFAC publication or an exposure draft of a proposed IFAC publication.
31. Attribution to the source of the extract shall be provided in each instance either in the body of the publication or in a footnote. For example:
"This text is an extract from [insert title of the IFAC publication] of the [insert name of the independent standard setting board or IFAC committee that prepared the IFAC publication], published by the International Federation of Accountants (IFAC) in [insert month and year] and is used with permission of IFAC."
32. For translated extracts, the following attribution shall be included:
"This text is an extract from [insert title of the IFAC publication] of the [insert name of the independent standard setting board or IFAC committee that prepared the IFAC publication], published by the International Federation of Accountants (IFAC) in [insert month and year] and is used with permission

of IFAC. This text has been translated from the English language into [insert language] by [insert name of interested party]. IFAC assumes no responsibility for the accuracy and completeness of the translation or for actions that may ensue as a result thereof.”

Use of Final IFAC Publications: Reproduction, or Translation and Reproduction, of Final IFAC Publications

33. An interested party shall submit a written Permission Request in English via OPRI when it intends to reproduce, or translate and reproduce, a final IFAC publication that is copyrighted, whether for non-commercial or commercial purposes. This applies whether the publication is in the English language or a translation thereof.
34. IFAC will only enter into a non-exclusive arrangement. IFAC will enter into such an arrangement only with a reputable interested party, and where IFAC considers the intended reproduction, or translation and reproduction, of the final IFAC publication appropriate.
35. If IFAC considers it appropriate to grant the requested permission, IFAC will prepare an agreement based on the information in the Permission Request. The agreement will be in English and shall be signed by IFAC and the interested party. No reproduction or translation shall be performed until the signed agreement has been executed.
36. For translations of final IFAC publications, the interested party shall explicitly accept that the copyright of the translated publication has to be transferred to IFAC and the interested party shall agree to execute, and shall require all of its translating contributors to execute, copyright assignments transferring the rights to IFAC in forms to be provided by IFAC. Through the terms of a written agreement, IFAC will generally permit the translating body to distribute the translated publication (in print or electronic format) to others through non-commercial or commercial arrangements in order to assist in recovering the cost of reproduction, or translation and reproduction.
37. IFAC will provide the interested party a copy of the relevant final IFAC publication in either a Microsoft Word or Adobe PDF format for reproduction, or translation and reproduction.
38. The interested party shall comply with the policies described herein relevant to the reproduction, or translation and reproduction, of a final IFAC publication. In the event that this policy statement does not deal with a particular circumstance, the interested party shall contact IFAC at permissions@ifac.org prior to the proposed reproduction or performance of any translation.

Use of Final IFAC Publications: Reproduction of the Full Text of a Final IFAC Publication

39. If IFAC grants permission in accordance with paragraph 35, an interested party may reproduce and distribute the full text of a final IFAC publication, whether in electronic or print format, as specified in the agreement signed by both parties.
40. The reproduced, final IFAC publication shall include the following copyright statement:

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Use of Final IFAC Publications: Publication Based on a Final IFAC Publication

41. If IFAC grants permission in accordance with paragraph 35, an interested party may reproduce and distribute, in electronic or print format, a publication that is based on a final IFAC publication, as specified in the agreement signed by both parties.
42. The publication shall include an acknowledgement statement. For example:

“The [insert title of the publication] is based on [insert title of the final IFAC publication] of the [insert name of the independent standard setting board or IFAC committee that prepared the final IFAC publication], published by the International Federation of Accountants (IFAC) in [insert month and year] and is used with permission of IFAC.”

Use of Final IFAC Publications: Translation and Reproduction of a Final IFAC Publication

43. If IFAC grants permission to translate a final IFAC publication (see paragraph 35), the policies relating to reproduction in paragraphs 39-42 apply to the translated publication. In addition, the following policies apply:
 - (a) The translation shall be made by the interested party or under the direct supervision of the interested party.
 - (b) The Permission Request shall include the interested party's Translation Proposal. The Translation Proposal shall be in English and shall include the following:
 - (i) The final IFAC publication(s) that is to be translated and the date of original publication by IFAC.
 - (ii) The language(s) into which the final IFAC publication(s) is to be translated.
 - (iii) The translation process to be followed in translating the final IFAC publication(s).
 - (iv) The translation process to be followed in translating new or revised final IFAC publication(s), or an indication that the interested party intends to translate the final IFAC publication(s) at a specified date.
 - (v) The timeframe within which the translation is to be finalized.
 - (vi) Procedures for maintaining a list of key words (see (d) below).
 - (c) The interested party shall design and implement a translation process that will enable a faithful translation, with no omission or addition (other than translation footnotes), of the final IFAC publication(s). A faithful translation respects the intent, tone and the organization of the final IFAC publication(s).
 - (d) The interested party shall translate the key words, maintain the translated list of key words, and provide the translated list of key words to IFAC. In translating the key words, it is important that the interested party seeks to understand the intent of the original drafters of the final IFAC publication(s) so that misunderstandings do not arise because of literal translation of the English text.
 - (e) The interested party shall ensure that the key words are used as consistently as possible in the translation of the final IFAC publication(s) and, where applicable, in the translation of new and revised final IFAC publication(s). Translation footnotes may be used to refer to the prevalent usages in a country when the key word retained differs from that usage.

- (f) The interested party shall provide IFAC with a copy of the translation and, where applicable, copies of revised or new translations. Revised or new translations shall not be performed unless the translation agreement has been appropriately amended to include such revision or new translation.
- (g) The following statement shall be included in each translated final IFAC publication, whether in electronic or print format, following the appropriate IFAC copyright or acknowledgement statement (see paragraph 40):

This [insert title of the final IFAC publication] of the [insert name of the independent standard setting board or IFAC committee that prepared the final IFAC publication], published by the International Federation of Accountants (IFAC) in [insert month and year] in the English language, has been translated into [insert language] by [insert name of interested party] in [insert month and year], and is used with the permission of IFAC. IFAC assumes no responsibility for the accuracy and completeness of the translation or for actions that may ensue as a result thereof. The approved text of all IFAC publications is that published by IFAC in the English language.

English language text of [Name of publication] © [year] by the International Federation of Accountants (IFAC). All rights reserved.

[Language of translation] language text of [Name of publication] © [year of translation] by the International Federation of Accountants (IFAC). All rights reserved.

Original title: [Insert original English language name of publication] ISBN: [Insert ISBN number, if any, in format xxx-x-xxxxxx-xx-x]

Use of Final IFAC Publications: Production of a Translated Publication Based on a Final IFAC Publication

- 44. If IFAC grants permission in accordance with paragraph 35, an interested party may translate, reproduce and distribute, in electronic or print format, a publication that is based on a final IFAC publication, as specified in the agreement signed by both parties.
- 45. The publication shall include an acknowledgement statement. For example:

The [insert title of the publication] is based on the [insert title of the final IFAC publication] of the [insert name of the independent standard setting board or IFAC committee that prepared the final IFAC publication], published by the International Federation of Accountants in [insert month and year of publication] and translated into [language] with the permission of IFAC by [name of designated Translating Body] in [insert month and year of translation]. IFAC assumes no responsibility for the accuracy and completeness of the translation or for actions that may ensue as a result thereof. The approved text of all IFAC publications is that published by IFAC in the English language.

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[Language of translation] language text of [Name of publication] © [year of translation] by the International Federation of Accountants (IFAC). All rights reserved.³

3 This paragraph to be included if appropriate in the circumstances.

Original title: [Insert original English language name of publication] ISBN: [Insert ISBN number, if any, in format xxx-x-xxxxxx-xx-x]

English Text Prevails

46. In the event of any dispute as to the meaning of a translated word or phrase in the translated publications, the original English language text and interpretation thereof will prevail.

Policy Effective Date

47. IFAC commenced formal consideration of requests under this policy effective January 1, 2013. This policy statement was subsequently updated in May 2015.

IFAC Contact Information

48. For further information, please contact:

Kelly Ånerud

Director, Intellectual Capital

The International Federation of Accountants

529 Fifth Avenue, 6th Floor

New York, NY 10017

USA

Telephone: +1 212 286 9344

Fax: +1 212 286 9570

Email: permissions@ifac.org

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529 Fifth Avenue, New York, NY 10017
T + 1 (212) 286-9344 F +1 (212) 286-9570
www.ifac.org