



28 October 2020

Our Reference: AIE/02-20
Your Reference: FPL/642/02744

By email only

Mr FP Logue
fred.logue@fplogue.com

Re: Internal Review AIE request 02-20

Dear Mr Logue

I refer to your request on behalf of Public.Resource.Org Inc and Right to Know CLG (**the Requesters**) which you made under the European Communities (Access to Information on the Environment) Regulations 2007 to 2018 (S.I. No. 133 of 2007, S.I. No. 662 of 2011, S.I. 615 of 2014 and S.I. No. 309 of 2018) (**the AIE Regulations**) for an internal review of the decision made on 23 September 2020 to grant access to the following standards (**the Records**) in a form and manner different to that requested.

I.S. EN ISO 14001:2004	Environmental management systems - Requirements with guidance for use (ISO 14001:2004)
I.S. EN ISO 14001:2015	Environmental management systems - Requirements with guidance for use (ISO 14001:2015)
I.S. EN ISO 14004:2010	Environmental management systems - General guidelines on principles, systems and support techniques (ISO 14004:2004)
I.S. EN ISO 14004:2016	Environmental management systems - General guidelines on implementation (ISO 14004:2016)
I.S. EN ISO 14015:2010	Environmental management - Environmental assessment of sites and organizations (EASO) (ISO 14015:2001)
I.S. EN ISO 14064-1:2012	Greenhouse gases - Part 1: Specification with guidance at the organization level for quantification and reporting of greenhouse gas emissions and removals (ISO 14064-1:2006)
I.S. EN ISO 14064-2:2012	Greenhouse gases - Part 2: Specification with guidance at the project level for quantification, monitoring and reporting of greenhouse gas emission reductions or removal enhancements (ISO 14064-2:2006)

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I.S. EN ISO 14064-3:2012	Greenhouse gases - Part 3: Specification with guidance for the validation and verification of greenhouse gas assertions (ISO 14064-3:2006)
I.S. EN ISO 14065:2012	Greenhouse gases - Requirements for greenhouse gas validation and verification bodies for use in accreditation or other forms of recognition
I.S. EN ISO 14065:2013	Greenhouse gases - Requirements for greenhouse gas validation and verification bodies for use in accreditation or other forms of recognition (ISO 14065:2013)

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1 Result of the internal review of this decision

I was assigned to review your request and I confirm I am unconnected with the decision under review, and I am of a higher rank within NSAI to the Officer who made the decision.

I have examined all information relevant to this request and have considered matters on an entirely fresh basis.

I made a decision on this review on 28 October 2020. I decided to affirm the decision of the original decision maker to grant access to the information in the form and manner explained in the response communicated on 23 September 2020, for the reasons set out below

In reaching my decision I have considered the original request and the following four grounds for objection in your letter requesting internal review. –

(1) The NSAI is “an Irish public authority tasked with the transposition into Irish law of EU harmonised standards for which the reference numbers have been published in the Official Journal of the European Union” and, as such, NSAI “has a statutory obligation to publish the harmonised standards requested ... [which] don’t constitute documents that the NSAI has acquired voluntarily under licence.”

(2) The Records “form part of Irish and EU law and as a consequence must be made freely available, based on the concept of the rule of law and also based on Article 7(2)(a) of Directive 2003/4.” Reference was made in this regard to the decision of the Irish Supreme Court in James Elliott Construction Ltd v Irish Asphalt Ltd [2014] IESC 74 and the decision of the Court of Justice of the European Union in Case C-613/14 James Elliott Construction ECLI:EU:C:2016:821 (at paragraph 40).

(3) A request for access to environmental information can only be refused based on the AIE Regulations and it is impermissible for NSAI “to agree with a third party the form and manner by which access is granted or that a fee will be charged.” Any restrictions agreed with ISO and CEN-CENELEC are “therefore automatically unenforceable”.

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(4) Article 7(3) is not applicable as access to the Records via the NSAI webstore is not “in [a] form or manner that is easily accessible” or “reasonable” as a “substantial payment” is required, the documents are protected by password and the Requesters are “asked to agree to terms and conditions” which cannot be imposed under the AIE Regulations. Inspection of the Records in situ at NSAI Head Office was stated to be not reasonable, as one of the Requesters is based in the U.S.A.

2 Findings of Internal Review

I have conducted the review taking account of **the AIE Regulations** and the Guidelines issued by the Minister for the Environment, Community and Local Government (**the Guidelines**¹) under a number of headings which I will address in turn -

- A. Whether **the Records** constitute environmental information held by a public body
- B. Right of access to environmental information on request and form and manner of grant of access to environmental information
- C. Assessment of the nature and content of **the Records**
- D. Whether alternative form and manner of access is reasonable
- E. Fees

A. Whether the Records constitute environmental information held by a public body

Regarding the information requested, i.e. **the Records**, I am satisfied that they are information on the environment and accordingly they come within the scope of the AIE Regulations and are information held by NSAI for the following reasons.

First, NSAI is the State’s official standards body established under section 6 of the National Standards Authority of Ireland Act 1996 and is thus a statutory body performing public administrative functions. NSAI is the national authority responsible for the development of Irish minimum standards for goods and services, benchmarked against international best practice and is responsible for the publication and sale of Irish national standards. In its capacity as member of international and European standardization organisations, such as ISO and CEN respectively, and as the national standards body, NSAI facilitates and represents Irish interests in the development of the standards in organisations such as ISO and CEN and holds the developed standards for use in Ireland. Furthermore, in accordance with Regulation (EU) No. 1025/2012 (**the Regulation**)², which provides

¹ *European Communities (Access to Information on the Environment) – Guidance for Public Authorities and others on implementation of the Regulations* (May 2013)

² *Regulation (EU) No. 1025/2012 of the European Parliament and of the Council of 25 October 2012 on European standardisation, amending Council Directives 89/686/EEC and 93/15/EEC and Directives 94/9/EC, 94/25/EC, 95/16/EC, 97/23/EC, 98/34/EC, 2004/22/EC, 2007/23/EC, 2009/23/EC and 2009/105/EC of the European Parliament and of the Council and repealing Council*

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a legal basis for the use of European standards, NSAI is notified as Ireland's national standards body for the purposes of the Regulation. Participation in the work of the European Standardisation organisations and the capacity to implement European harmonised standards supporting EU law into national standards is necessitated by the Regulation.

Secondly, while **the Records** are not legislation, in that harmonised standards are not legally enforceable measures, I am nonetheless satisfied that **the Records** come within the definition of "environmental information" in Article 3(1) if they may properly be considered "measures" designed to protect the "elements of the environment" and/or "likely to affect" those elements.

B. Right of access to environmental information on request and form and manner of grant of access to environmental information

In regard to the Requesters' right to access **the Records**, I am satisfied that NSAI should grant access to **the Records** and as such I note that access should be in the specific "*form or manner*" requested, unless either of the requirements of Article 7(3) of the AIE Regulations apply. In considering the form and manner of access I take account of the fact that NSAI has granted access to **the Records**, albeit in a form and manner rejected by the Requesters and **the Records** are not therefore being withheld from the Requesters. The objections raised are solely to the form and manner of the access granted.

A further consideration is whether the Fee charged for access is "reasonable having regard to the Directive" within the meaning of Article 15(1) of the AIE Regulations.

I will address each of these considerations in turn. However before doing so I must first take account of the nature and content of **the Records**.

C. Nature and content of the Records

The Records to which access is requested are voluntary instruments containing technical specifications which are commonly developed by European and international standardisation bodies, being private entities who work with national standardisation bodies and industry experts and representatives to produce those specifications.

In line with the provisions of the Regulation, harmonised standards are typically formulated following a request from the European Commission to the recognised European Standardisation Bodies (of which CEN is one). In the case of **the Records**, the documents have been developed at global level by ISO before being adopted in Europe by CEN under mandates issued by the European Commission. **The Records** themselves were not composed or created by any EU legislative body. Having been adopted by CEN, they were thereafter transposed by NSAI as an identical national standard.

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The voluntary use of standards is well established and has long been promoted at international³ and at EU⁴ level and is recognised as serving to reduce costs, improve safety, enhance competition and facilitate the acceptance of innovations.

Both ISO and CEN ensure that members, including national standardisation bodies such as NSAI who adopt and distribute harmonised standards on a national basis, do so under licence and on the express condition that they act appropriately to protect the copyright attaching to those standards. ISO and CEN take the position that this copyright in standards, including **the Records**, is their intellectual property and of demonstrable economic value. They licence it to NSAI for publication and sale subject to terms and conditions which are reflected in the Copyright Terms & Conditions which apply safeguards to the access to and use of copyrighted harmonised standards (see Annex 1 NSAI Terms and Conditions).

My understanding of the application of the Copyright Terms & Conditions is informed by NSAI's rights and obligations applying as member of ISO and CEN and the internal policies of both organisations regarding their copyright. I have also considered the statement issued jointly by CEN and CENELEC, following the judgment of the Court of Justice of the EU in the James Elliott case where those bodies stated that their copyright and distribution policies regarding the protection of harmonised standards implemented by national standardisation bodies are unchanged by virtue of that judgment.⁵

To ensure there had not been any recent change to the ISO or CEN internal policies, both organisations were consulted on the request for release of “unencumbered” copies of PDFs as stated in the request for internal review by the Requesters. ISO and CEN's views were also elicited on the consequences for NSAI should it accede to such a request. Copies of the ISO and CEN letters are attached as Annexes 2 and 3 respectively and summarised as follows –

ISO

- (1) In its letter, ISO states that its copyright policy “clearly stipulates that ISO and its members are not to make ISO Standards available free of charge” and members must “protect ISO's ... intellectual property in their country.” The ISO Code of Ethics “reinforces ISO members' adherence to these conditions for the reproduction and distribution of ISO Standards.”
- (2) Violating the above membership obligations “could result in serious consequences to NSAI”, including “suspension of NSAI's membership in ISO, the consequence being that NSAI would no longer be permitted to participate in the ISO standards development process, nor be allowed to use ISO standards for national adoption, reproduction or distribution.”
- (3) This could “impact Ireland's ability to comply with provisions of the WTO [TBT]” as, were NSAI to be excluded from ISO, it would be extremely difficult to adhere to the provisions of the TBT which require members not to take “measures which have the effect of,

³ WTO Agreement on Technical Barriers to Trade (“TBT”), Annex 1

⁴ Recital (1) Regulation (EU) No. 1025/2012 states: “The primary objective of standardisation is the definition of voluntary technical or quality specifications.”

⁵ CEN and CENELEC position on the consequences of the judgment of the European Court of Justice on James Elliott Construction Limited v Irish Asphalt Limited, available at: https://www.cencenelec.eu/News/Policy_Opinions/PolicyOpinions/PositionPaper_Consequences_Judgment_Elliott%20case.pdf

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directly or indirectly, requiring or encouraging ... standardizing bodies to act in a manner inconsistent with the Code of Good Practice” governing standards development.

CEN

- (1) In its letter CEN states that “the distribution of CEN and CENELEC publications is subject to Exploitation Agreements on copyright and trademarks signed between CEN and CENELEC and their national members, as outlined in the provisions of CEN-CENELEC Guide 10” and “should NSAI agree to provide free access to the CEN and CENELEC copyrighted publications ...it will imply a direct violation of Article 5.1 of the CEN-CENELEC Guide 10 and Article 4.3 of the Exploitation Agreements”.
- (2) Infringement of the above rules is “regarded as a breach of CEN and CENELEC rules with direct consequences for NSAI membership” including “suspension”. Loss of membership for NSAI would mean that NSAI “will no longer have access to any CEN or CENELEC European standards, and consequently no rights to distribute them” and “Irish experts will not be able to participate in CEN and CENELEC Technical Committees and Working Groups”.
- (3) CEN explains this “would ultimately have serious consequences for your country’s economy and trade as standardisation work greatly contributes to the removal of technical barriers to trade, enhances the development of sustainable industry and opens the door to innovation.”

I note therefore the fact that acceding to release **the Records** in the form of “unencumbered” PDFs would, in the view of ISO and CEN, lead to serious consequences for NSAI and ultimately for the State in fulfilling its EU and WTO obligations.

I understand the Requesters’ request is for NSAI to set aside ISO and CEN’s copyright, in the belief that **the Records**, having been adopted by NSAI, constitute “Irish and EU law” and that NSAI could therefore act to destroy the copyright interest in **the Records** by making them publicly accessible without restriction.

In this regard, the Requesters refer to the judgments of the Supreme Court of Ireland in *James Elliott Construction Limited v Irish Asphalt Limited* [2014] IESC 74 and of the Court of Justice of the European Union (**CJEU**) in C-613/14 *James Elliott Construction Limited v Irish Asphalt Limited*. However I note the Requesters have not expanded on their claim other than to cite the case law.

Having considered the judgment of the Supreme Court, I do not see that any part of the Irish judgment can be interpreted to mean that NSAI is obliged to provide access to **the Records** or any of its published standards in the manner and form requested by the Requesters.

My understanding of the Elliott case is that the finding that harmonised standards, such as those adopted on the basis of Directive 89/106 and the references to which have been published in the OJ of the European Union, “forms part of EU law”, referred to the specific question as to whether the Court had jurisdiction, on a reference for a preliminary ruling, to interpret harmonised standards in that limited context. Furthermore, the judgment did not address the question of copyright of the harmonised standards and the Requesters in their request for internal review have not expanded on their claim that such rights were set aside.

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I am therefore of the opinion that the Requesters have misunderstood the Irish and EU rulings in the Elliott case and are mistaken in their belief that harmonised standards, such as **the Records** requested, form part of Irish or EU law to the extent of setting aside the copyright of ISO or CEN in the harmonised standards or that the rulings would permit NSAI to grant access without copyright terms and conditions.

D. Whether alternative form and manner of access is reasonable

I must next consider whether an alternative form and manner of access is reasonable, given that the initial request looked for **the Records** to be provided in electronic form and the further request seeking internal review looks for **the Records** to be provided as “*unencumbered*” PDFs.

The decision on the initial request for access to **the Records** provided for access to be granted by way of purchase of **the Records** through the NSAI webstore (links to the individual standards provided), viewing **the Records** free of charge in NSAI Headquarters or viewing **the Records** register (title and outline information) online, also free of charge.

As Article 15 of the AIE Regulations deals expressly with charging fees for access I confine this part to the review to the “*form and manner*” of access as referenced in Article 7(3) of the AIE Regulations separate from the matter of fees which I will come to later in part F of this review.

Article 7(3)(a) provides for access to be granted in the form or manner requested unless the requirements of Article 7(3)(a)(i) or (ii) can be met. The question considered here therefore is whether the form and manner of access provided for in the initial decision meets either or both of those requirements.

“reasonable”

I find it is reasonable to apply copyright terms and conditions to the grant of access to **the Records** in the circumstances where **the Records** are the intellectual property of ISO and CEN, and where they have reminded NSAI of its obligations and stipulated in advance that NSAI must act to protect their copyright in return for the right to distribute **the Records** as designated Irish standards. It is also clear to me that copyright protects the income stream to both organisations which would inevitably be endangered, were no copyright-related restrictions placed on the use to which **the Records** may be put by an end user following purchase from NSAI. In the EU the importance of the financial viability of the standardisation process is specifically recognised in Recital (9) of the Regulation.

The fact that **the Records** are available to view free of charge at NSAI’s Head Office would not alter the above as such arrangements are in compliance with policies of both organisations. I therefore affirm the option to grant access to read **the Records** on-line free of charge in NSAI Headquarters in this decision.

I note that the original decision facilitated access to **the Records** on terms which respect NSAI’s licensing obligations and I consider it also worth noting that “*intellectual property rights*” are referenced in Article 9(1)(d) of the AIE Regulations as being an interest which is so significant and worthy of protection that it can justify refusal of access altogether (albeit to be applied restrictively and weighed against the public interest in disclosure, in accordance with Article 10). I also note the Guidelines state that “*Information that is the subject of copyright does not necessarily prevent public authorities from releasing the information that they hold, but it would be prudent to satisfy itself fully that the information should properly be released and make it clear to the applicant that the copyright exists*”.

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I therefore find it is “reasonable” to give access to **the Records** in a form and manner as granted in the original decision respecting the intellectual property rights of ISO and CEN, namely through the grant of electronic access applying the Copyright Terms & Conditions and that, by doing so, the requirement of Article 7(3)(a)(ii) has been met.

“in another form or manner that is easily accessible”

I also find that **the Records** are “already available to the public in another form or manner that is easily accessible”. **The Records** are “available to the public” with the Copyright Terms & Conditions attached and are “easily accessible” for purchase through the NSAI webstore in that fashion. In order to access **the Records**, the Requesters must agree in advance to those terms and conditions, but that does not render them anything other than “easily accessible”.

I understand the question of “access” to a record to be separate from the question as to what the end-user is permitted to do in terms of distribution after such access, e.g. in that **the Records** may not be copied and published freely and disseminated otherwise than in accordance with the copyright protection required by ISO and CEN. I do not consider that applying such terms and conditions affects the easy accessibility of **the Records** themselves in the first place.

I therefore find that the requirements of Article 7(3)(a)(i) are also satisfied, independently of Article 7(3)(a)(ii).

F. Access Fees

Article 15(1)(a) of the AIE Regulations provides that a public authority may “charge a fee when it makes available environmental information in accordance with” the AIE Regulations, “provided that such fee shall be reasonable having regard to the Directive” and Recital (18) of Directive 2003/4 states “where public authorities make available environmental information on a commercial basis, and where this is necessary in order to guarantee the continuation of collecting and publishing such information, a market-based charge is considered to be reasonable; an advance payment may be required”.

In my view the above legal provisions, taken together with the recognition of “intellectual property rights” in Article 9(1)(d) of the AIE Regulations (which as noted is to be applied restrictively and weighed against the public interest in disclosure), allow for a market-based fee to be charged and this runs contrary to the Requesters’ statement in their request for review, that it is impermissible for NSAI “to agree with a third party the form and manner by which access is granted or that a fee will be charged”, or that a payment requirement is not “reasonable”.

The fees applied for access to **the Records** as part of the process of accessing each of **the Records** via the NSAI webstore are informed by and in accordance with the ISO and CEN policies and are no more than those charged for purchase of any standard.

I therefore find it is reasonable to charge an advance payment for the grant of access to **the Records**, in circumstances where the content of **the Records** are the intellectual property of ISO and CEN who have stipulated that such a payment must be charged as part of NSAI’s entitlement to adopt national versions of the ISO and CEN standards and distribute **the Records** in the first place, and where revenues obtained from sales of the standards contribute to the funding of sustainable standardisation activity. If copies of **the Records** were obtainable from NSAI free of charge in the form and manner requested by the Requesters, economic operators and members of

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the public would not be willing to pay a fee in order to obtain copies of those documents in the ordinary course.

As a “*market-based charge*” is specifically referenced in Directive 2003/4 as being “*reasonable*” where it is necessary “*to guarantee the continuation of collecting and publishing such information*”, and as the Access Fee is essential to the furtherance and sustainability of the standardisation development processes of ISO and CEN and NSAI’s continuing participation in those processes, I consider it justifiable to conclude that an Access Fee is “*reasonable having regard to the Directive*” in the case of each of **the Records**.

I find therefore the requirements of Article 15(1) have been met.

3 Right of Appeal

In accordance with Article 12(3) of the AIE Regulations you may appeal this decision to the Commissioner for Environmental Information. If you wish to appeal, you must do so, within one month of receipt of this notification, to:

The Office of the Commissioner for Environmental Information,
6 Earlsfort Terrace, Dublin 2, D02 W773.
Phone: +353-1-639 5689
Email: info@ocei.ie

It is also possible to appeal online, see the website of the Commissioner for further details <https://www.ocei.ie/>.

The fee for such an appeal is €50 or €15 if you are the holder of a medical card or the dependent of the holder of a medical card.

4 Contact details

Please contact me at +353 1 807 3835 or enda.mcdonnell@nsai.ie if I can assist you in any matter relating to your request.

Yours sincerely,

Enda McDonnell
Director of Standards & Metrology

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Annex 1

NSAI - WEBSITE TERMS OF USE AND TERMS OF SALE

Welcome to NSAI InfoStore located at <https://shop.standards.ie/> and <https://shop.standards.ie/nsai/> ('Site'), which is licenced from and operated by ILI Limited, trading as SAI Global ('we', 'NSAI' 'the Company', 'ILI', 'SAI Global', 'our' or 'us', as applicable). For further information about us and our contact details, please go to our Contact Us section.

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3.2 Like many online services we use a feature called a 'cookie', which is a small data file that is sent to your browser from a web server and stored on your device's hard drive. References in these Terms to 'cookies' also include other means of automatically accessing or storing information on your device. By agreeing to these Terms, you are providing your consent for us to use cookies in the ways described in our Cookie Policy, however, you may delete any of these cookies at any time if you wish. Please see our Cookie Policy for detailed information on the types of cookies we use on the Site, the purposes for which we use each cookie, how you can disable and enable the use of certain cookies and the consequences of doing so.

4) Account registration

4.1 To create an account please go to the account registration page and provide your e-mail address and a password

4.2 You must make sure that all the information you provide when you register with the Site is true, accurate, current and complete.

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4.3 If you change any of your registration details (e.g. email address, postal address), you must update your account.

4.4 To help us maintain the security of the Site, you must keep your registration details confidential. If you become aware of any misuse or unauthorised use of your registration details, then you must inform us immediately by sending us an email at info@standards.ie

4.5 If you have breached, or we have justifiable reason to believe that you have breached, or will breach, these Terms, we may terminate or suspend your registration and/or access to the Site.

4.6 You can close your account at any time as long as you do not have any outstanding orders.

4.7 We reserve the right to delete your account and any personal data or other information associated with your use of the Site if there is no activity on your account for more than 36 consecutive months.

WEBSITE GENERAL TERMS OF SALE

5) Eligibility

5.1 To complete an order via the Site you must possess a valid form of payment acceptable to us. Please refer to the Site for details of the payment cards and methods that we currently accept.

6) Price

6.1 The prices of the Publications will be as quoted on the Site from time to time. We use our best efforts to ensure that the prices of Publications are correct at the time when the relevant information was entered onto the system.

6.2 Prices for our Publications may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.

6.3 The price of a Publication excludes taxes (where applicable) at the applicable current rate chargeable in Ireland for the time being.

6.4 The price of a Publication does not include delivery charges. Our delivery charges are as quoted on the Site from time to time.

6.5 The Site contains a large number of Publications. It is always possible that, despite our best efforts, some of the Publications on the Site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

6.5.1 where the Publication's correct price is less than the price stated on the Site at the time you placed your order, we will charge the lower amount when dispatching the Publications to you; and

6.5.2 where the Publication's correct price is higher than the price stated on the Site at the time you placed your order, we do not have to provide the Publications to you at the incorrect (lower) price as the Contract between us, formed when we send you the Dispatch Confirmation, will not yet have been formed. We will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Publication at the correct (higher) price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

7) How to pay

7.1 We currently accept various forms of payment for Publications including credit/debit card and other methods, through our third-party provider Worldpay. Please refer to our Site for details of the payment cards and methods that we currently accept. When placing an order, you confirm that the form of payment that you use to make payment to us is yours and that you have authority to place

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the order. In order to make a payment through our third-party provider, you may have to accept the terms of a licence agreement with that third party. You acknowledge that we have no responsibility or control over such third-party software.

7.2 Payment for the Publications and all applicable delivery charges is taken in advance.

8) Availability of publications

8.1 We may make changes to or discontinue any Publications available on this Site at any time and without notice.

9) Our liability if you are a domestic or private customer

9.1 This paragraph 9 only applies if you are a consumer.

9.2 If we fail to comply with our obligations to you in connection with any Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

9.3 We only supply the Publications for domestic and private use. You agree not to use the Publication(s) for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

9.4 We do not in any way exclude or limit our liability under or in connection with any Contract for:

9.4.1 death or personal injury caused by our negligence;

9.4.2 fraud or fraudulent misrepresentation;

9.4.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

9.4.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

9.4.5 defective publications under the Consumer Protection Act 1987.

10) Our liability if you are a business customer

10.1 This paragraph 10 only applies if you are a business customer.

10.2 We only supply the Publications for internal use by your business, and you agree not to use the Publications for any re-sale purposes.

10.3 Nothing in these Terms limits or excludes our liability for:

10.3.1 death or personal injury caused by our negligence;

10.3.2 fraud or fraudulent misrepresentation; or

10.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

10.4 Subject to paragraph 10.3, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any Contract for:

10.4.1 any loss of profits, sales, business or revenue, whether direct or indirect;

10.4.2 loss or corruption of data, information or software;

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10.4.3 loss of business opportunity;

10.4.4 loss of anticipated savings;

10.4.5 loss of goodwill; or

10.4.6 any indirect, consequential loss, special or exemplary damages.

10.5 Subject to paragraph 10.3 and paragraph 10.4 our total liability to you in respect of all other losses arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Publications.

10.6 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Publications. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Publications are suitable for your purposes.

WEBSITE TERMS OF SALE: PHYSICAL COPIES OF PUBLICATIONS

11) Publications

11.1 Any images of Publications (or the packaging of Publications) on the Site are for illustrative purposes only. Your physical copy of a Publication may vary slightly from those images.

11.2 All Publications shown on the Site are subject to availability.

11.3 We are not able to deliver physical copies of Publications to the following geographical areas:

11.3.1 Central African Republic - CF

11.3.2 Comoros

11.3.3 Cuba

11.3.4 Equatorial Guinea - GQ

11.3.5 Falklands

11.3.6 Guinea Bissau - GW

11.3.7 Iran - IR

11.3.8 Johnston Island

11.3.9 Kiribati Korea, North (North Korea)

11.3.10 Mayotte Island Myanmar - MM

11.3.11 Nauru

11.3.12 Niue

11.3.13 Saint Pierre Et Miquelon

11.3.14 Sao Tome & Principe

11.3.15 Sierra Leone - SL

11.3.16 Solomon Islands

11.3.17 Somalia - SO

11.3.18 St. Helena (S. Atlantic)

11.3.19 Sudan - SD

11.3.20 Syria - SY

11.3.21 Tajikistan

11.3.22 Tokelau Islands

11.3.23 Turkmenistan, Republic Of - TM

11.3.24 Tuvalu

11.3.25 Wake Islands.

12) How the Contract for the sale of physical copies of Publications is formed between you and us

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12.1 Your order is an offer to buy from us. When you are placing an order for a physical copy of a Publication, the following steps have to take place before a contract for the sale of Publications ('Contract') is made between us in relation to your order:

12.1.1 After choosing the Publication(s) you may place your order for your Publication by pressing the "Proceed to Checkout" button. You may sign in to your account if you have one, or choose "Continue as Guest". At the end of the check-out process you will be asked to submit your payment details to us.

12.1.2 Before placing your order, the check-out process will give you the opportunity to review and, if necessary, to change your selection of Publication(s) and/or correct any errors in your order information. Please take the time to read and check your order at each page of the order process.

12.1.3 You will be asked to click to confirm that you accept our Terms. If you do not wish to be bound by what you read, you should not place any orders through the Site.

12.1.4 Once you have submitted your order details, you will see an on-screen acknowledgement that your order has been placed. You will receive a receipt for your payment and an acknowledgement of your order by email.

12.2 If we are unable to supply you with a Publication, for example because that Publication is not in stock or no longer available or because of an error in the price on our Site, we will inform you of this by email and we will not process your order. If you have already paid for the Publication, we will refund you the full amount as soon as possible, by the same method in which the payment was originally made.

13) Delivery

13.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless prevented by circumstances beyond our reasonable control. If we are unable to meet the estimated delivery date because of such circumstances, we will contact you with a revised estimated delivery date.

13.2 We will deliver the Publication(s) to the address you give us.

13.3 The Publication(s) will be your responsibility from the completion of delivery.

14) International delivery

14.1 We deliver to all countries, except for those listed at paragraph 11.3 ('International Delivery Destinations'). However there are restrictions on some Publications for certain International Delivery Destinations, so please review the information on that page carefully before ordering Publications.

14.2 If you order Publications from the Site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

14.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

14.4 You must comply with all applicable laws and regulations of the country for which the Publications are destined. We will not be liable or responsible if you break any such law.

WEBSITE TERMS OF SALE: DOWNLOADABLE COPIES OF PUBLICATIONS

15) Purchasing Electronic Copies of Publications

15.1 You can purchase the Publications on this Site by way of download. Please see paragraph 18.1 below for step-by-step instructions on how to place an order with us.

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15.2 Please refer to the Site for details about the formats in which we make our Publications available. It is your responsibility to check which format suits your needs best and will enable you to successfully receive and access any purchased Publication download (and exercise your rights under these Terms) before you place an order with us. You can find a description of the format(s), their suitability and further details about the operating environment necessary for your full enjoyment of the Publications on the Site. Please note that we may modify the format(s) in which we make the Publications available and our description of them from time to time, so you should always check these before making any purchase, and retain a copy for your records.

16) Making a Contract for the sale of Publications online

16.1 Your order is an offer to buy from us. When you are placing an order, the following steps have to take place before a contract for the sale of Publications ('Contract') is made between us in relation to your order

16.2 After choosing the Publication(s) you may place your order for your Publication by pressing the "Proceed to Checkout" button. You may sign in to your account if you have one, or choose "Continue as Guest". At the end of the check-out process you will be asked to submit your payment details to us.

16.3 Before placing your order, the check-out process will give you the opportunity to review and, if necessary, to change your selection of Publication(s) and/or correct any errors in your order information. Please take the time to read and check your order at each page of the order process.

16.4 You will also be asked to click to confirm that:

16.4.1 you accept our Terms;

16.4.2 you consent to us making the Publication available to you before the end of the legal cancellation period of 14 days; and

16.4.3 you acknowledge that this means you will no longer have any legal right to cancel the Contract.

16.5 If you do not wish to be bound by what you read, or you do not consent to the supply of the Publication within the 14 day cancellation period, you should not place any orders through the Site.

16.6 If you click to confirm your order, you will see an on-screen acknowledgement that your order has been placed. You will receive a receipt for your payment and order confirmation by email.

16.7 A Contract for the sale of the Publication is made between us at the time we make the Publication available to you for download, whether by sending you a link to your purchase in the order confirmation email or otherwise. Accordingly, nothing that we say or do will amount to any acceptance of your offer until we actually make the Publication available to you to view, download or otherwise access, at which point a Contract will be made between us unless, prior to making the Publication available, we have notified you that we do not accept your order.

17) Cancellation rights

17.1 When you place an order with us for a Publication, our service to you begins immediately because we will start taking steps to fulfil your order straight away, even if it might take a short while before the order is fulfilled. By accepting these Terms, you consent to us making the Publication available to you within the 14 day legal cancellation period and you acknowledge that you will not be able to cancel any order you place with us for our Publications once we have made the Publication available to you. This does not affect your statutory rights if the Publication is defective.

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17.2 If you wish to cancel your order, you must do so before we have made the Publication available to you. You may notify us that you wish to cancel your order by contacting us by email or by post using the details in our contact details section.

17.3 If a particular Publication becomes unavailable following purchase but prior to your first download of that Publication, your sole remedy is a refund of the purchase price paid for the unavailable Publication. Where, however, the Publication becomes unavailable after you have downloaded at least one copy of the Publication, you will not be entitled to a refund. We will not, in any case, be obliged to provide you with a copy of the Publication (but we may choose to, in which case you will not be entitled to a refund).

18) Defective and replacement Publications

18.1 If you receive a corrupted copy, incorrect file format version or incomplete copy of your Publication, please contact us in the first instance. You will need to quote your order number and the details of the Publications ordered with which you are experiencing issues, so please have these to hand.

18.2 If you have suffered a loss of your Publication through failure of your hardware device, damage, theft or destruction, we may, solely at our discretion, provide you with another copy of your previously purchased Publication. This will count as one of the limited number of copies that you are permitted to make (see paragraph 19.3 below). If you lose your Publication in this way, please refer to contact us in the first instance.

19) Use and limitation of use of Publications

19.1 When you buy a downloadable Publication from us, what you are buying is the right to use that Publication in the way we explain below, for your own personal, non-commercial use only:

19.2 You may download one (1) copy of each Publication you purchase for storage and use on your reading/listening system, which could be your computer, your tablet, your MP3 player, your mobile phone, your eBook reader or any other compatible electronic device, or any compatible reading/listening device.

19.3 Further to paragraph 19.2 above, the Publication you have purchased will remain available for download for seven days after receipt of confirmation, and thereafter removed for copyright restriction purposes. As the purchaser you can request from our Customer Service teams a reactivation of the download period, provided that any such copy:

19.3.1 is downloaded by you;

19.3.2 is for your own private use; and

19.3.3 is not to be used for purposes which are directly or indirectly commercial.

19.4 You may not and may not permit others to do any of the following in relation to any Publication, any copy of a Publication or extract from a Publication or copy of a Publication:

19.4.1 sell, distribute, loan, share, give or lend the Publication or extract to any other person, including to your friends;

19.4.2 communicate to the public, publicly perform, transmit, broadcast or use the Publication or extract for any promotional purposes;

19.4.3 translate, modify, adapt or create any derivative works of the Publication or extract;

19.4.4 print-on-demand or copy or burn the Publication or extract to a device whose principal function is to act as a storage device, e.g. a CD/DVD or USB stick, or store the Publication or extract in the cloud, except for a single copy for back-up purposes;

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19.4.6 make any use of the Publication or extract in any form, by any manner or for any purpose (whether commercial or non-commercial), except as expressly set out in paragraph 19.1 above).

19.5 Please be aware that if you use any of the Publications or extracts in a way other than is specifically permitted under these Terms, you may be infringing copyright or other rights and therefore may be exposed to civil and/or criminal legal action.

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20) Promises, liability and disclaimer

20.1 The Site is provided on an "as is" and "information only" basis. To the fullest extent permissible under applicable law, we disclaim any and all promises, warranties, conditions, or representations relating to the Site, and its content, and any Publication whether express, implied, oral or written. In particular we do not make any promises as to the truth, accuracy, integrity, quality or completeness of the content or information that appears on the Site or within a Publication and you should not rely on it being accurate, truthful or complete.

20.2 You agree that your access and use of the Site and its content and the Publications is at your own risk. We do not have any knowledge of, or control over, the particular purposes for which the information and content available on the Site is used. The content and information that we make available on the Site is provided for information only. Accordingly, we exclude any and all liability for any loss of any nature suffered by you as a direct or indirect result of your use of any of the information or content available on the Site or of making any decision, or refraining from making any such decision, based wholly or partly on any expression of opinion, statement or other information contained in the content available on the Site.

20.3 By using the Site you acknowledge and accept the inherent risks, characteristics and limitations of the Internet, particularly in terms of technical performance of the Site, response times to view, verify or transfer information; and the risks inherent in all third party links, connections and transfers via the Internet. Accordingly we do not make any promises about the availability or accessibility of the Site or promise that your access to the Site, the content on it or the services we provide will be delivered uninterrupted, in a timely manner or error-free.

20.4 We make no promises in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair a computer's functionality or operation including transmission arising from your download of any content, software you use to download the content, the Site or the servers that make it available. In this respect you agree that it is your responsibility to install suitable anti-virus and security software on your computer hardware and other devices to protect against any such bugs, viruses or other such harmful programming routines. Any content downloaded or otherwise obtained through the use of the Site is done at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such content.

20.5 We will not be responsible or liable to any visitors browsing the pages of this Site for:

20.5.1 any form of indirect, consequential or special loss; or

20.5.2 any financial loss or loss of data, opportunity, goodwill or reputation, in each case whether such loss is direct or indirect.

20.6 There are certain liabilities which we cannot exclude by law and nothing in these Terms excludes or limits our liability for the following:

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20.6.1 for death or personal injury caused by our negligence;

20.6.2 fraud or fraudulent misrepresentation; or

20.6.3 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude its liability.

20.7 If we are found to be liable, our total liability in respect of all claims made against us in connection with these Terms (other than those mentioned in paragraph 20.6) is as follows:

20.7.1 In relation to any claims not mentioned above in this paragraph 20.7, our liability shall be limited to £100.

21) Compensation

21.1 You agree only to use the Site in accordance with these Terms. You agree that you will compensate us (and our employees, officers, agents and suppliers) in full for any damages, losses, costs and expenses, including reasonable legal fees we incur that arise out of any breach by you of these Terms (including any actions you take which disrupt access to and/or the functioning of the Site) or any liability we incur as a result of the use of the Site by you and any other person that uses your account.

22) Our content

22.1 All of the content on the Site is owned by (and all copyright, trade mark and other intellectual property rights in that content, shall at all times remain vested in) us or our licensors and is protected by Irish / UK and international copyright and other intellectual property laws.

22.2 Our content includes any information or other material found on or via the Site, including without limitation text, databases, graphics, videos, software and all other features found on or via the Site.

22.3 We make the Site and our content available through the Site for your personal, non-commercial use only. You may view the Site's pages and content online and may, where necessary, print individual pages of the Site on paper (but not photocopy them) and store such pages in electronic form on your computer for your non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use any of the content on the Site, including any downloadable Publications that you purchase from us, other than as expressly permitted under these Terms without our prior written consent. For further information on how you may use any downloads that you purchase from us, please see paragraph 19 of these Terms.

22.4 To be clear, you are not in any circumstances permitted to:

22.4.1 make commercial use of any such content;

22.4.2 edit any such content; or

22.4.3 remove, obscure or otherwise tamper with any copyright and proprietary notices that relate to, or are contained within, the content.

22.5 The trade marks appearing on the Site are owned by us or our licensors. No permission is given in respect of the use of any of these marks or brands, and any such use may constitute an infringement of the holder's rights.

23) General prohibitions on access and use of this Site

23.1 You may use the Site only for lawful purposes. You may not use the Site:

23.1.1 in any way that breaches any applicable local, national or international law or regulation;

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23.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

23.1.3 for the purpose of harming or attempting to harm minors in any way; or

23.1.4 to knowingly transmit, send or upload any data or other material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

23.2 You also agree:

23.2.1 not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of our Terms;

23.2.2 not to access without authority, interfere with, damage or disrupt:

a) any part of the Site;

b) any equipment or network on which the Site is stored;

c) any software used in the provision of the Site; or

d) any equipment or network or software owned or used by any third party.

23.3 You shall not carry out data mining, screen scraping or crawling of this Site, its pages or its content or use any process or processes that send automated queries to this Site unless you have obtained our prior written consent.

24) Third-Party software

24.1 You acknowledge that you may need to download and activate certain software in order to use certain content provided and sold on the Site. This software will be clearly identified on the Site.

24.2 In order to use such third-party software or technology, you may have to accept the terms of a licence agreement with that third party. You acknowledge that we have no responsibility or control over such third-party software.

25) Links

25.1 You acknowledge that the Site may include links to third-party websites. We do not review these third-party websites nor have any control over them, and we are not responsible for the websites or their content or availability.

25.2 We do not therefore endorse, or make any representations about, them or any content found there or any results that may be obtained from using them.

25.3 If you decide to access any of these third-party websites, you do so entirely at your own risk.

25.4 If you use a linked site, any personal information you give them will be dealt with in line with their privacy policy, not ours, so please ensure that you read their terms and conditions and privacy policy before you use their websites and provide any personal information.

26) Written communications

26.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to

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you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

27) General

27.1 Severability. If any part of these Terms is found to be unenforceable as a matter of law, all other parts of these Terms will not be affected and shall remain in force. For the avoidance of doubt, should these Terms or any part of them be deemed void or voidable, this shall not affect the validity of any licence provided under these Terms.

27.2 Reliance on these Terms. We intend to rely on these written Terms and any document expressly referred to in them in relation to the subject matter of any contract between us. We and you will be legally bound by these Terms.

27.3 Events or circumstances beyond our reasonable control. If we are prevented or delayed from complying with our obligations under these Terms by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our reasonable control. In such circumstances including fire, flood and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, our inability or delay in performing our obligations will not be deemed to be in breach of contract.

27.4 References to 'including' and other similar expressions. In these Terms, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as' or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression.

27.5 Assignment. You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

27.6 Waiver. If you breach these Terms and we choose to ignore your breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms again.

27.7 Exclusion of third party rights. These Terms do not create any right enforceable by any person who is not a party to them (or any contract made under them), except that the provisions of these Terms may be enforced by any of our licensors subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

27.8 Language. These Terms may be presented to you in more than one language. However, the English language version of these Terms shall prevail. The contract between us will be concluded in English.

27.9 Governing law and jurisdiction. Any disputes or claims between us arising out of or in connection with these Terms or any contract made under them (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales from where the licence is operated. Any disputes or claims arising shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. Nothing in this paragraph shall deprive consumers of the right to bring or defend proceedings in their home state nor of the protection afforded to them by the mandatory rules of law of the country in which they live.

28) Changes to these Terms

28.1 We may make changes to these Terms at any time by sending you an email with the modified Terms or by posting a copy of them on the Site. Any changes will take effect 7 days after the date of our email or the date on which we post the modified terms on the Site, whichever is the

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earlier. If you continue to use the Site after that period has expired, it means that you accept any such changes.

29) Contact us

29.1 NSAI, National Standards Authority Ireland, 1 Swift Square, Northwood, Santry, D09 A0E4 Ireland have licenced the distribution and technical services of Standards (the content) to ILI Limited, trading as SAI Global. This Site is owned and operated by ILI Limited, trading as SAI Global, a company incorporated in England. The registered office address of ILI Limited is PO Box 6236, Partis House Davy Avenue, Knowlhill, Milton Keynes, MK1 9ES. SAI Global's registered company number is 05605930.

29.1 If you have any queries or concerns regarding these Terms, you may contact us by telephoning our customer service team at [**+353 \(0\) 1 857 6730**](tel:+353018576730) or by e-mailing us at [**info@standards.ie**](mailto:info@standards.ie)

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Dated: February 2017

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Международная организация по стандартизации

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Sergio Mujica
Secretary-General

ISO/LEG/NSAI-MEMBERSHIP

21 October 2020

Enda MCDONNELL
National Standards Authority of Ireland
(NSAI)
1 Swift Square
Northwood
Santry D09 A0E4
Ireland

COPYRIGHT PROTECTION OF ISO STANDARDS AND POSSIBLE NON-COMPLIANCE WITH THE CONDITIONS OF ISO MEMBERSHIP

Dear Mr. McDonnell

This letter is further to the email from Mairéad Buckley to Sandy Gros-Louis on 8 October 2020 in which Mrs. Buckley advised of the request that NSAI grant access to 10 national version of ISO EN standards relative to environmental information under the AIE regulations (Directive 2003/4/EC on public access to environmental information). We understand that requester has appealed NSAI's decision is an looking for "unencumbered" PDF copies of the standards.

First, as regards the reproduction of ISO standards, ISO's copyright policy (POCOSA) clearly stipulates that ISO and its members are not to make ISO Standards available free of charge (Clause 3.1 of ISO POCOSA). ISO's Code of Ethics also reinforces ISO members' adherence to these conditions for the reproduction and distribution of ISO Standards. While we encourage the broad dissemination of ISO standards, we insist that this cannot alter copyright in ISO standards nor result in making ISO standards available free of charge. We would draw your attention to the fact that ISO POCOSA also requires all ISO members to protect ISO's name and intellectual property in their country.

Secondly, making ISO standards available free of charge could result in serious consequences to NSAI. In so doing, NSAI would be violating its membership obligation to ISO. Such a violation could ultimately lead to the suspension of NSAI's membership in ISO, the consequence being that NSAI would no longer be permitted to participate in the ISO standards development process, nor be allowed to use ISO standards for national adoption, reproduction or distribution.

A suspension of NSAI's membership could furthermore impact Ireland's ability to comply with provisions of the WTO Technical Barriers to Trade (TBT) Agreement. The WTO TBT Agreement stipulates a Code of Good Practice for standards development, appropriate participation in international standards development, as well as the use of relevant international standards as a basis for technical regulations to create a fair and predictable trading environment. The WTO TBT Agreement states that "Members shall not take measures which have the effect of, directly or indirectly, requiring or encouraging such standardizing bodies to act in a manner inconsistent with the Code of Good Practice." Therefore, NSAI's lack of involvement in ISO, resulting from its violation of its membership obligations, would severely limit its ability to adhere to these provisions.

We welcome your invitation to clarify ISO's position, and respectfully urge you take the above serious international implications into account in your response to the appeal.

Best regards,

A handwritten signature in blue ink, consisting of several fluid, overlapping loops and a long horizontal stroke at the bottom.

Sergio Mujica



The Director General

Mr Enda MCDONNELL
Director of Standards and Metrology
National Standards Authority of Ireland
(NSAI)
1 Swift Square, Northwood
Santry
Dublin 9
Ireland

Brussels, 26 October 2020

Ref: 15496

Subject: CEN- CENELEC position on free use of standards

Dear Mr McDonnell,

I refer to the email from NSAI of 9 October 2020, whereby CEN and CENELEC were informed of a request addressed to your organization to grant access to 10 national versions of EN ISO standards to a private company. I understand that NSAI has already replied to this request and the decision of NSAI was appealed with a request for 'unencumbered' pdf copies of the standards in question.

I wish to confirm herewith that all European standards developed by CEN and CENELEC, including those supporting European and national public policies and legislation, are private and copyright protected documents. As such, they are protected under Copyright Law and their free distribution would constitute a breach of law, as outlined below.

As you know, the distribution of CEN and CENELEC publications is subject to Exploitation Agreements on copyright and trademarks signed between CEN and CENELEC and their national members, as outlined in the provisions of CEN-CENELEC Guide 10 on "Policy on dissemination, sales and copyright of CEN-CENELEC Publications".

Any deviation which may result in providing access to standards to third parties should therefore first be considered in the light of licensing terms as set out in the CEN and CENELEC Exploitation Agreements and the obligations ensued from CEN-CENELEC Guide 10. I understand that this is however, not considered acceptable by the requesters.

With this in mind, while we appreciate having addressed this matter and with the aim to preserve the interest of CEN and CENELEC, I am bound by my duties as Director General, and on behalf of the CEN and CENELEC communities, to express our serious concerns that this matter may directly impact your membership obligations and status, should it be wrongly assessed.

Let me underline that, should NSAI agree to provide free access to CEN and CENELEC copyrighted publications and in this case, ten standards, it will imply a direct violation of Article 5.1 of CEN-CENELEC Guide 10 and Article 4.3 of the CEN and CENELEC Exploitation Agreements that set the fundamental principle of our organizations against free availability of European standards.

As this principle is of prime importance for the sustainability of CEN and CENELEC, I inform you that any infringement of the Exploitation Agreements and of the CEN-CENELEC Guide 10, are regarded as a serious breach of CEN and CENELEC rules with direct consequences for NSAI membership.

Furthermore, if NSAI confronts the above-mentioned infringements without being able to take corrective actions and remedy the situation, I will be bound to initiate the procedure of suspension of NSAI membership at the CEN and CENELEC Board level.

Let me also remind you that, should NSAI eventually lose the status of CEN and CENELEC national member, it will no longer have access to any CEN and CENELEC European standards, and consequently no license to distribute them. Furthermore, Irish experts will not be able to participate in the standardization work at the level of CEN and CENELEC Technical Committees and Working Groups. This situation would ultimately have consequences on your country's economy and trade, as the standardization work greatly contributes to a country's removal of technical barriers to trade, enhances the development of sustainable industry and opens the door to innovation.

Considering the severity of this matter, please be informed that I may bring your communication to the attention of the CEN and CENELEC Administrative Boards, should it be needed.

I do hope however, that these actions will not be necessary as I am convinced that you will take all measures to defend the rights of CEN and CENELEC and their respective fundamental principles that you adhere to.

Yours sincerely,

A handwritten signature in blue ink, appearing to be 'Elena SANTIAGO CID', is written over the typed name. The signature is stylized and loops around the text.

Elena SANTIAGO CID