



# 2017 – 2020 World Sailing Racing Rules of Sailing 2017 – 2020 World Sailing Equipment Rules of Sailing

## Reproduction Policy

### 1. Definitions

#### 1.1 In this Policy:

- (a) “Copyright” means all copyright and rights in the nature of copyright subsisting in the Work in any part of the World to which World Sailing is, or may become, entitled.
- (b) “Licenced Product” means a Product on which the Work has been reproduced in accordance with this Policy.
- (c) “Product” means a written book containing the Work and any related explanations of the Work, information relevant to the Work and permitted translations of the Work (which for the avoidance of doubt does not include any electronic or online copy of the Work).
- (d) “Publication Date” means the date in clause 3 of this Policy.
- (e) “Work” means the 2017 – 2020 World Sailing Racing Rules of Sailing and the 2017 - 2020 World Sailing Equipment Rules of Sailing (including any amendments or additions from time to time).

### 2. Ownership

- 2.1 World Sailing is the owner of the 2017 – 2020 Racing Rules of Sailing and the 2017 – 2020 Equipment Rules of Sailing and has the right to publish the Racing Rules of Sailing and Equipment Rules of Sailing and rights to all derivative works (including in all electronic and online forms).
- 2.2 World Sailing has and retains the exclusive rights to publish the Racing Rules of Sailing and Equipment Rules of Sailing on the internet or electronically (including via apps for use on phones, tablets or similar devices). These rights are not granted or licenced by this Policy and must be discussed with World Sailing separately.

### 3. Publication Date

- 3.1 Except with the prior written consent of World Sailing, no publication or sale of the 2017 – 2020 Racing Rules of Sailing or the 2017 – 2020 Equipment Rules of Sailing in any format shall be made before 1 September 2016.

### 4. Licence by World Sailing to MNAs

- 4.1 By this Policy, World Sailing grants to each World Sailing member national authority (“the MNA”) a non-exclusive licence under the Copyright to do the following acts in the territory of the MNA subject to the terms of this Policy:
  - (a) reproduce the Work in the Product;
  - (b) translate the Work into the official language of the MNA (if not English); and



- (c) sell the Licenced Product and retain an income through a cover price or advertising provided that the MNA may not exploit grant or permit advertising in the sectors of chronometers, technology, timekeeping, or watches.
- 4.2 By using or reproducing the Work in any form, or by relying on the terms of this Policy, a MNA is bound by the terms of this Policy.
- 4.3 The MNA shall not:
  - (a) undertake advertising of the Licenced Product specifically aimed at any country outside its territory; and
  - (b) actively seek orders for the Licenced Product from outside the territory of the MNA.
- 4.4 The MNA shall not publish or sell or otherwise make available to the public the Licenced Product before the Publication Date.
- 4.5 The MNA shall not grant, permit or suffer to permit any of its sponsors or partners to claim or imply any commercial relationship or endorsement with World Sailing.
- 4.6 The MNA shall reproduce the World Sailing logo on the front cover of the Product. The logo shall be no less than 15% of the length of the front cover page and can be placed in a location which suits the artwork. The World Sailing logo shall be produced on a background of contrasting colour and in accordance with the World Sailing logo guidelines (which can be obtained from World Sailing).
- 4.7 The MNA shall not place the title "Racing Rules of Sailing" or "Equipment Rules of Sailing" directly under or close to its own logo or title in such a way that it could denote, or be perceived to denote, title ownership by the MNA of the Work.

## **5. Other Licences**

- 5.1 Any organizations or third parties that wish to use part or whole of the Work in a commercial publication or application must enter into a separate agreement with World Sailing, under which a licence fee will be charged (based upon the retail price and, where applicable, the print-run).

## **6. Other Provisions**

- 6.1 This Policy will terminate on 31 December 2020 or on such other date (which may be after that date) as determined by World Sailing.
- 6.2 No sub-licencing or assignment of rights granted under this Policy is permitted except with the prior written consent of World Sailing.
- 6.3 The rights granted under this Policy to MNAs are conditional on the MNA remaining in good standing with World Sailing (as determined by World Sailing in its sole discretion).
- 6.4 This Policy and any dispute or claim out of or in connection with it or its subject matter or formation (including non-contractual disputes or claim) shall be:
  - (a) governed and construed by the law of England & Wales; and
  - (b) exclusively settled by the courts of England & Wales.

## **7. Contact**

Please contact the World Sailing Executive Office ([office@sailing.org](mailto:office@sailing.org)) for more information about licencing and to request a copy of the logo for the cover of publications.