

Charging Structure for AXELOS Global Best Practice Intellectual Property

**Audience: Trade Mark and Copyright
Licence Holders**

AXELOS.com

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Contents

1	Overview	3
2	Charges	4
3	General principles	7
4	Queries	8

1 Overview

1.1 GENERAL

Global Best Practice is the overarching brand that includes multiple AXELOS best practice products, including ITIL®, PRINCE2®, MSP®, P3O® and others. The internationally renowned portfolio is adopted as best practice through high quality training, publications, software tools and consultancy for portfolio, programme, project, risk, value and service management disciplines.

The Global Best Practice products were created on behalf of Her Majesty's Government (HMG) in the United Kingdom. From 2000 to 2010 OGC was custodian of the intellectual property and since 2010 the Cabinet Office has owned and created further intellectual property assets. On 1 July 2013 'AXELOS' was announced as the name for the Joint Venture company that the Cabinet Office formed with Capita to deliver and commercialize the UK Government's portfolio of Best Practice accreditation and publishing services, including the ITIL and PPM product sets. AXELOS now owns the intellectual property for Global Best Practice portfolio and will build on the current business activities and developing products in new areas.

The purpose of this charging structure document is to explain the level and nature of fees which will apply to the re-use of AXELOS copyright material and trade marks. The fees quoted do not cover data supply charges, product reviews or any costs relating to obtaining a copy of the material.

AXELOS and the UK Government have invested in the development and protection of the trade marks and copyright and AXELOS reserves all rights of ownership. AXELOS limits the use of its material (trade marks and copyright) to persons and organizations who have received permission to use its material either by way of a Trade Mark and Copyright Licence or grant of permission.

In order to obtain permission to use the trade marks and/or copyright material, or if you wish to use the trade marks and/or copyright material in any way other than as detailed in the Licence Agreement then please contact the Licensing team at Licensing@AXELOS.com.

This guide does not constitute legal advice. Any organization or person using this guide should seek their own legal advice. Please note that laws relating to intellectual property may vary from territory to territory. AXELOS does not accept any liability for any loss or damage arising out of reliance placed by any organization or person upon these Guidelines.

1.2 COMMENCEMENT OF CHARGING STRUCTURE

The new charging structure will commence from 1 March 2019 and will apply to all new licence applications and any licences that are being renewed from 1 March 2019.

Where licensees are under the previous charging structure for products that relate to ITIL® v3, where the product is updated to ITIL® 4, it will require a new licence.

2 Charges

2.1 ASSESSMENT OF PRODUCT OR MATERIALS

All products or materials requiring a trade mark and copyright licence will be subject to an initial assessment by the Licensing Team at AXELOS. The Licensing Team will then determine whether the product or materials will require a full review by a qualified assessor in order to verify the quality and correctness of the product or material.

For all products and materials, an assessor can work together with applicants in order to develop a final product. The cost of assessment will be paid by the applicant. An estimate of the length of time and approximate cost will be provided to the applicant prior to review.

2.2 TRADE MARK USE FEE

Applicants may be subject to the following fee for use of an AXELOS trade mark:

Type	Use	Fee
A. Core Copyrighted Materials	Where the trade mark is used in conjunction with an applicant's product that uses, reproduces, adapts AXELOS' copyrighted materials such as a complementary publication to ITIL® and PRINCE2® core guidance.	£200
B. Brand	Where the trade mark (as a logo only) is used as branding of an applicant's product such as merchandise (ITIL® coffee mug).	£100
C. Academic or Fair Use	Where the trade mark is used and appropriately referenced in an academic paper, research or critical analysis in whatever medium.	Exempt

2.3 PERCENTAGE ROYALTY

Percentage royalties apply where a product or materials re-uses, adapts or reproduces core AXELOS copyrighted materials (including but not limited to the core guidance, syllabi, examination question and materials derived from the core guidance such as courseware) for sale or commercial use. The use of the core AXELOS copyrighted materials will incur a royalty on the sales price of that product or material and is calculated as follows:

Product	Type	Royalty Rate
A. Publications and learning materials (all mediums)	Complementary, supplementary or alternate guidance, manuals, study aids, study materials, courseware, implementation guides, practical templates, audio books	Up to 50%
B. Apps or Gamification	ITIL® app, PRINCE2® app, gaming of any of the AXELOS products, RESILIA® phishing game	Up to 50%
C. Videos/Vlogs	Video tutorials and training	Up to 20%

2.4 CALCULATION AND MULTIPLIER¹

AXELOS has determined the value of its core content and applies the following royalty rate calculation for licensing its Intellectual Property. The royalty applies as follows:

1. All amounts up to 10% content use, will be incur a 5 % royalty
2. All amounts containing over 10% of AXELOS content to create derivative works or reproductions will be multiplied by 0.5.

The table illustrates the royalty rate applicable based on amount of content used:

Example table

Type	Up to 10% used	30% Content Used	50% Content Used	80% Content Used	100% Content Used
A. Publications and learning materials (all mediums)	5%	15%	25%	40%	50%
B. Apps or Gamification	5%	15%	25%	40%	50%
C. Videos/Vlogs	5%	-	10%	-	20%

2.5 ANNUAL FIXED RATE ROYALTY

An annual fixed rate royalty rate will only apply in special circumstances as AXELOS sees fit. AXELOS reserves the right to determine an appropriate fixed rate royalty per year for use of its core intellectual property

¹ Based on feedback from the community and partners, this section has been added to clarify how the royalty in paragraph 2.3 is calculated. This clarification was inserted on 15 April 2019.

2.6 FEE EXEMPTION/FAIR USE

Category	Amount of materials use	Restrictions
Academic thesis and research, use in reports, papers	Up to a maximum of ten percent (10%) of text from an AXELOS publication and/or up to a maximum of 5 diagrams (whole or part of)	Requisite referencing and acknowledgement of source.
Critical analysis in articles and online blogs	Up to a maximum of ten percent (10%) of text from an AXELOS publication and/or up to a maximum of 5 diagrams (whole or part of)	Requisite referencing and acknowledgement of source.
Embedding in internal systems or non-commercial use	Up to a maximum of ten percent (10%) of text from an AXELOS publication and/or up to a maximum of 5 diagrams (whole or part of)	Any use above the cap may be subject to an independent review. An annual royalty rate may be applied together with a restricted use licence. The licence also does not cover in-house training offered by staff prior to certification or not.
Bidding documents, audit reports, procurement processes	Up to a maximum of ten percent (10%) and/or up to a maximum of 5 diagrams (whole or part of)	

2.7 TRADE MARK AND/OR COPYRIGHT USE OUTSIDE THE LISTED CATEGORIES

Please contact us at Licensing@AXELOS.com as the licensing you may require may be covered under a different AXELOS licensing scheme such as academia and consulting.

3 General principles

- No distinction is made between print and electronic media e.g. material licensed within online material will be treated the same as a printed publication.
- All fees cover non-exclusive world rights.
- All fees are charged on a work product or service basis.
- Fees do not cover the typographical arrangement of published editions unless AXELOS owns the copyright in the typographical arrangement.
- The fees quoted in the Royalty Rate or Fixed Fee categories do not cover the re-use of any of AXELOS Limited's trade marks or logos unless they appear in the text of the material being licensed. For any additional use you may need to apply for a trade mark (or combined trade mark and copyright) licence.
- AXELOS reserves the right to charge an administration fee if an applicant requests a large number of changes to a licence.

3.1 AXELOS LOGO USE

AXELOS can refuse to grant a licence if the application does not meet our licensing criteria. A link to our licensing criteria can be found here: <http://www.AXELOS.com/Intellectual-PropertyRights/Licensing-Guidance>.

AXELOS can also refuse to licence applicants who withhold information, are already in breach of an existing agreement or do not pay the agreed licensing fee(s) and a reporting template will be provided.

3.2 ACCOUNTING ARRANGEMENTS

- Payments for annual fixed fees will be specified in your licence.
- For royalties, we require a formal statement of sales which shows the number of your products/services sold, income generated and the total royalty due to us on a quarterly basis.

3.3 INVOICING

We will issue you with an invoice showing the sum due to us. You should ensure that the invoice is paid within 30 days from the invoice date. Details of payment methods are shown on the invoice and are also detailed in the licence.

3.3.1 VAT

All fees are VAT exclusive. VAT will be charged at the appropriate rate and will be shown on the invoice issued by us.

3.3.2 Payment

Payments must be in Great British Pounds Sterling.

4 Queries

For any questions or clarification on these Guidelines, please contact us at:
Licensing@AXELOS.com.

