

ENISA IPR POLICY

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1. INTRODUCTION

1.1 BACKGROUND

In its daily functioning, the European Union Agency for Cybersecurity (hereinafter referred to as “ENISA” or “the Agency”) produces and uses intangible assets, which may take the form of Intellectual Property (IP) and are subject to Intellectual Property Rights (IPR) protection. For example, a wide range of ENISA’s materials, such as ENISA’s reports, software, websites content or audio-visual material are subject to copyright. At the same time, third parties involved in ENISA’s work, e.g. in the context of contracts, agreements or the operation of ad hoc working groups, may be holders of pre-existing IPR, such as copyrights or patents.

To this end, ENISA adopted in August 2021 its IPR Policy with a view to ensure a sound management of its IP assets in line with ENISA’s specific role as an EU Agency, the relevant policy of the European Commission, as well as the applicable IPR legal framework at EU and international levels. The IPR Policy encompasses all types of IP assets and rights that are applicable for ENISA. It covers both protection and enforcement of ENISA’s IPR, as well as protection of the IPR of third parties involved in ENISA’s works.

This document is the public version of ENISA’s IPR Policy, aimed to provide relevant information to all interested parties.

1.2 DEFINITIONS

The definitions provided in Table 1 shall be used within this Policy.

Table 1: Definitions

Terminology	Description
Work or Result	A work or result is a creation of the mind, which may include different types of materials, such as documents, software, audio-visual material, databases, etc. A work or result may be subject to IPR. A work or result may, in addition to newly created materials, also include pre-existing materials. In the context of this policy, the term IP assets is also used to refer to ENISA’s works or results.
IP Rights (IPR)	The intellectual property rights which are applicable to works or results, such as copyright, patents, trademarks or designs. This policy is in line with the EU legal framework for IPR protection.
License	The granting of permission to re-use a work or result under specified conditions.
Open license	A non-exclusive license where re-use of works or results is permitted for all specified uses in a unilateral declaration by the right holder.
Pre-existing material	Any material, document, information, technology or know-how which exists prior to the work or result and is used for the production of this work or result.
Pre-existing right	Any intellectual property right on pre-existing material.
Re-use	The use of works or results by persons or legal entities for commercial or non-commercial purposes other than the initial purpose for which the works or results were produced.

1.3 GENERAL PRINCIPLES

In the context of its IPR Policy, ENISA applies the general principles listed in Table 2 below.

Table 2: General IPR principles

IPR principle	Explanation of the principle
Principle of open data	ENISA, under its mandate as an EU Agency, shares knowledge with all its stakeholders in an open and transparent way. ENISA's works and results shall be openly shared in the EU digital single market whether in a non-commercial or a commercial environment.
FAIR data principle	To openly contribute to the EU digital single market, ENISA's works or results shall be Findable, Accessible, Interoperable ¹ and Reusable.
IP rights as guidance	ENISA's IP rights serve as a way to guide the sharing of knowledge, supporting the Agency's mission, while preventing potential misuse. The sharing of ENISA's works and results is, thus, subject to specific conditions that help achieve this goal.
Principle of attribution	While ENISA's work or results are in principle free to share, free of charges and free to re-use, these works and results must be properly attributed to ENISA. At the same time, the Agency acknowledges IP rights of third-parties involved in ENISA's works and acts in respect of these rights.
Principle of transparency	ENISA ensures that third parties involved in the Agency's work, disclose their pre-existing IP rights, if applicable, before engaging in ENISA's works or results.

The aforementioned principles are further implemented by the rules adopted under the IPR Policy.

¹ FAIR should be understood as applicable in ENISA's specific context.

2. ENISA IPR POLICY RULES

2.1 PUBLIC REPORTS, MEDIA PUBLICATIONS AND OTHER PUBLIC WORKS

ENISA works are mainly public reports, (referred also as deliverables or outputs) in different areas of cybersecurity relevant to the Agency's mandate. ENISA's reports are made available to all interested parties via the ENISA's website and through publications in press and social media. Further to the reports, ENISA may also produce other relevant publically available works, such as articles or position papers on cybersecurity topics, presentations, public training material, images/ (info) graphics, etc.

In addition, ENISA produces media publications in different forms (e.g. social media campaigns, videos, infographics, etc.) to present and promote the Agency's works and activities.

Copyright for all ENISA's publications is owned by ENISA.

2.1.1 Re-use of ENISA's publications

ENISA shares its public reports and media publications under **open license with the use of Creative Commons – Attribution 4.0 – International (CC BY 4.0)²**.

For all ENISA works which are published under CC-BY-4, **any possible re-use is allowed under the condition that ENISA is properly referenced as the source.**

In addition:

- If a third party (re-user) modifies ENISA's work, he/she must state what changes have been made.
- The re-user cannot in any way assert or imply that ENISA is connected with the re-use or that the re-use is sponsored, endorsed, or granted official status by ENISA.
- When the re-user uses part of an ENISA's publication (e.g. excerpts, tables, graphics etc. from an ENISA's report), the connection with the original document should be maintained and ENISA should again be properly acknowledged as the source.
- The same principle applies to the translation of an ENISA's report or other publication, for which, in addition, it should be clarified that ENISA is not connected to or has not sponsored, endorsed or otherwise granted official status to the translated document.

For any further question regarding the re-use of ENISA's publications, please contact the following mailbox at the Agency: info@enisa.europa.eu

2.1.2 Citing of ENISA's publications

The proposed way for citing ENISA's public reports (and other relevant material) is as follows:

ENISA, Author(s) name, Report title, Year, OP Identifiers (ISBN, doi)

Other citation formats are also welcomed.

2.1.3 Joint creation of reports

ENISA may produce public reports jointly with other EU institutions, bodies, offices and agencies (EUIs) and/ or national bodies. In such cases, an agreement on IPR between the two (or more) parties shall be in place, before the kick-off of the work. Copyright information will be accordingly provided in the final works.

² <https://creativecommons.org/licenses/by/4.0/>

2.2 EDUCATIONAL COURSES AND RELEVANT MATERIAL

ENISA may produce specific educational or training courses in its field of operations, together with relevant educational or training material.

Copyright for all relevant works is owned by ENISA.

In such cases, ENISA will share its public educational courses and relevant material under **open license with the use of Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International (CC BY-NC-ND 4.0)**³.

Under this license, ENISA's educational/training courses and relevant materials can be redistributed in any medium or format on the condition that appropriate credit is given to the Agency and a link to the license is provided. Sharing or re-distribution should be performed in a way that does not suggest that ENISA endorses the re-user or the use of the content. Moreover, sharing and use for commercial purposes is prohibited while no modifications, remixes etc. are allowed.

For any further question for re-use of ENISA's educational/training courses and relevant materials, please contact the following mailbox at the Agency: info@enisa.europa.eu

2.3 SOFTWARE

2.3.1 ENISA's software for public use

ENISA may produce open source software as part of its public deliverables/outputs.

Copyright for all relevant works is owned by ENISA.

Following the relevant policy of the European Commission, ENISA shall share its open source software under the **European Union Public License (EUPL) v. 1.2-or-later**⁴.

Under this license, every user (licensee) is allowed **to use the original work if open source in any circumstance and for all types of usage**. The licensee has **an obligation for attribution of the original work** (all copyright notices must be left intact and reference to the license must be made in any copy of the work that is distributed). Any re-used work must clearly indicate that original work has been modified and provide the date of modification. **If the original work or the derivative works are distributed, this will be done under the terms of the licence or of a later version of the licence (copyleft obligation).**

For any request regarding the re-use of ENISA's software, please contact the Agency at the following mailbox: info@enisa.europa.eu. Please note that, before using the software, the intended user will have to accept the EUPL Licence including all relevant terms and conditions (based on specific information and disclaimer that will be provided by ENISA).

2.3.2 Source code of ENISA's tools

ENISA may develop specific software tools (ENISA tools) to support its own operations. These tools are in general not intended for being publically shared and/or distributed. However, ENISA may examine relevant requests for sharing, where possible.

For any relevant request, please contact the Agency at the following mailbox: info@enisa.europa.eu, specifying the intended re-user and scope of the re-use.

³ <https://creativecommons.org/licenses/by-nc-nd/4.0/>

⁴ https://joinup.ec.europa.eu/sites/default/files/custom-page/attachment/eupl_v1.2_en.pdf, [Introduction to the EUPL licence | Joinup \(europa.eu\)](#).

2.4 ENISA BRAND

Brands can be defined as signs (which can be symbols, logos, designs, words, slogans or any other appearance), used to create an image that identifies a product, a service, a person or an organisation.

Being an EU agency, ENISA's name (in all EU languages) and emblem are protected under article 6ter of the Paris Convention⁵.

In addition, Annex 1 to this policy lists a list of brands and domain names used by ENISA and linked to the Agency's visual identity.

2.4.1 Re-use of ENISA's logo

In principle, third parties have permission to re-use the ENISA's logo in a manner which reflects the spirit of their professional relationship with the Agency. The logo should normally be placed with a link to ENISA's website, or to a specific page on the ENISA's website reflecting content to which users would like to refer their target audiences.

The ENISA logo must be re-used only as supplied, in its unique form of shape, lettering and colour. It should not be recreated or re-proportioned.

Use of the logo, name and initials of ENISA for commercial purposes or in direct association with an article of merchandise is prohibited. ENISA may, however, deviate from this principle in special circumstances (after specific request for authorisation).

In addition, as it is explicitly stated in the ENISA's website⁶:

- ENISA is not an auditor, assessor, certifier or verifier of ICT, security or network reports by any other actor. Therefore, the logo cannot be used to indicate a 'stamp of approval' of an ICT security or network security report.
- ENISA does not endorse any particular company that offers consulting, training, assurance or similar services; therefore the logo should not be used in a manner that indicates an alignment or 'stamp of approval' for a company's services or expertise in relation to security products.

For any further information for the use of ENISA's logo, please contact: info@enisa.europa.eu.

⁵ Article 6ter of the Paris Convention protects armorial bearings, flags and other State emblems as well as official signs and hallmarks indicating control and warranty adopted by States that are members of the Paris Union. The provision extends to international organisations to which one or more States Parties to the Paris Convention is Party.

https://www.wipo.int/article6ter/en/general_info.html

⁶ <https://www.enisa.europa.eu/media/media-press-kits/logos>



3. IPR IN ENISA CONTRACTS & OTHER AGREEMENTS

3.1 IPR IN CONTRACTS

All ENISA contracts adhere to the standard IPR contractual clauses proposed by the European Commission (DG Budget). Standard terms and conditions of ENISA IPR can be found under the following link:

https://www.enisa.europa.eu/procurement/related/procurement_gen_terms_conditions.pdf

According to the applicable IPR provisions:

- Any work or result that is created in the course of an ENISA's contract shall be owned by ENISA.
- The Agency as 'contracting authority' may exploit and use the acquired rights as stipulated in the contract.
- However, if the material or information is under IPR of the contractor or other third party, the IPR shall be licensed to ENISA, subject to specific licensing conditions (as detailed in the contractual clauses).

Following ENISA's general terms and conditions, it is at ENISA's discretion to name its contractors as authors in ENISA's works.

When the contractors are natural persons (e.g. employed via the ENISA's CEI experts list⁷), ENISA shall, as a general rule, reference these persons as authors of an ENISA's work, if they have participated in an ENISA work with their own intellectual creations, e.g. written parts of a report. Reference shall be made in a form appropriate to the format or nature of the work (e.g. by placing visible references to authors' names in ENISA's public reports).

Names of authors shall be excluded in works produced by ENISA strictly in its institutional capacity, in particular in cases where the content cannot be considered as the expression of individual authors, but only of the Agency.

3.2 IPR IN OTHER TYPES OF AGREEMENTS

All types of Agreements and Memorandum of Understandings (e.g. with EUIs or national bodies), where IPR is applicable, shall be in compliance with the ENISA's IPR policy.

⁷ [CEI – List of NIS Experts — ENISA \(europa.eu\)](#).



4. IPR IN ENISA WORKING GROUPS

4.1 INTRODUCTION

In the performance of its tasks, the Agency has the opportunity to set up working groups with external experts, including (but not limited to) ad-hoc working groups under article 49(4) of the Cybersecurity Act. Members of these working groups may bring in ENISA's work pre-existing material that is subject to pre-existing rights. This can be either own IPR or IPR that belongs to another third party.

4.2 WORKING GROUP MEMBERS UNDER A CONTRACT WITH ENISA

When the members of an ENISA working group have a contractual relationship with the Agency, the provisions under Chapter 3 of this policy apply (IPR in contracts).

4.3 AD HOC WORKING GROUPS (AHWG)

The ENISA AHWGs are appointed by Executive Director's Decision (EDD). As the members of these groups are in general not engaged through a contractual relationship with ENISA, it is important to obtain information about possible pre-existing IPR material in an early stage, which members of those groups may bring in as contribution to the work of the AHWG. If this pre-existing IPR material is aimed to become an essential element of a deliverable or output of ENISA's work, this material needs to be declared by the owner and a license agreement is required to allow the Agency to re-use the pre-existing IPR material.

The Terms of Reference of the AHWG shall provide relevant information to the applicants, together with a link to the ENISA's IPR Policy. In addition, a specific procedure has been established for the declaration of pre-existing materials and pre-existing rights by members of ENISA's AHWG (see Annex 2 of this document). Newly developed material, created under the ENISA's AHWG, will be subject to IPR of the Agency, as well as the result as a whole.

4.4 JOINT WORKING GROUPS

In the context of co-operation with other EUIs, Member State authorities or international institutions and relevant established working groups, IPR rules are also important. Depending on the basis for co-operation and its nature, there might be a need that pre-existing material that is subject to IPR is exchanged and (re-) used for (joint) works or results. Under these circumstances in a case-by-case situation IPR rules need to be agreed upon and handled accordingly.

5. UPDATE OF IPR POLICY

The ENISA's IPR Policy is a living document and will be subject to changes over time. It will be reviewed by ENISA at regular intervals to adapt to new or emerging requirements. This public version of the IPR policy will be then accordingly updated and indicated on ENISA's website.

ENISA welcomes feedback to its IPR Policy by any interested party. Feedback or any relevant request may be sent to info@enisa.europa.eu.

ANNEX 1:

ENISA BRANDS AND DOMAIN NAMES

ENISA has created and owns a number of brands connected to initiatives and projects originating or endorsed by the Agency. These include the following:

Brand	Materials
ENISA – European Union Agency for Cybersecurity	Full Visual Identity developed incl. logo, a unique set of colours, motif, and a set of templates.
European Cybersecurity Month	Full Visual Identity developed incl. logo, a unique set of colours, and motif.
European Cyber Security Challenge	Full Visual Identity developed incl. logo, a unique set of colours, motif, and a set of templates.
International Cybersecurity Challenge	Logo, motif for the event and for the EU team
Cyber Europe	Logo
CIRAS reporting platform	Logo
CSIRTs Network	Full Visual Identity developed incl. logo, a unique set of colours, motif, and a set of templates, ad hoc events' logos.
Cyclone	Full Visual Identity developed incl. logo, a unique set of colours, motif, and a set of templates.
ECASEC working group	Logo
5G Security Controls Matrix	Logo
NIS Summer School	Logo
Annual Privacy Forum	Logo
Cyber Exercises (other)	Logos for CySOPex, Blue Olex, ICTACEX, C3EX, CyberSOPex,
ENISA Cybersecurity Training programme	Logo
CyberHEAD	Logo

ENISA has a number of domain names connected to its website and portals. These include the following:

Domain name
enisa.europa.eu
privacyforum.eu/
ecsc.eu
csirtsnetwork.eu, csirtnetwork.eu, csirts-network.eu, csirt-network.eu
cybersecuritymonth.eu/
cyber-europe.eu

ANNEX 2:

IP DECLARATION PROCEDURE FOR AHWGS

If a member of an ENISA's AHWG is likely to bring pre-existing material that is IP right protected in ENISA's work, the member of the AHWG (IP right holder or owner or IP right third-party reporter), shall bring this forward to the chair of the AHWG and discuss if the pre-existing material is going to be an essential element of the deliverable of the AHWG. If so, the member of the AHWG will receive all relevant information by the AHWG chair and needs to follow the next steps:

- Read the guidance to the IPR Disclosure Form, Licensing Declaration Form and if applicable, the Patent Information Statement, provided by the Agency (standards forms will be provided).
- The IP right holder, owner or IP right third party reporter fills out the IPR Disclosure Form, signs it and uploads to the IPR register on ENISA's website.
- If needed the Agency will contact the holder or owner of the IP right for more information or clarification on either the IPR Disclosure Form and/or Licensing Declaration Form and if applicable the Patent Information Statement.
- The Agency will validate and provide a reference/confirmation number upon validation to indicate that the information will be made public and to allow the party to update the registered information by using an Update Form.
- The IP right owner or holder is able to update the registration data by using the reference/confirmation number in the Update Form.
- If needed, the Agency will contact the holder or owner of the IP right for more information or clarification on the Update Form and validate the update upon which the information will be made public.

The IPR Disclosure Form is used to disclose the IPR to ENISA either as an owner, a holder or to report an alleged IPR of a third party and to indicate to what extent the material could be or become part of a work of the Agency. Based upon information provided of a third party the Agency is able to contact the alleged IPR owner or holder.

In the Licensing Statement the holder or owner of the IPR is able to indicate if and under what conditions the party is willing to allow the (re)-use of the material. It is then up to the Agency to contact the IPR owner or holder to see if both parties can come to the most ideal set of conditions in order to allow the (re)-use of the IPR in a licensing Agreement.

If the IPR is related to a patent, additional information needs to be provided to allow the Agency to validate the alleged owner-ship or holder-ship and claimed rights. For this purpose the Patent Information Statement is developed.

The information provided may be made public by use of an IPR register to allow transparency on the IPR that has been declared by parties in the co-operation with the Agency.