

**IP5 POLICY ON THE USE OF EXCHANGED ELECTRONIC INDUSTRIAL  
PROPERTY INFORMATION DATA  
(IP5 INFORMATION DISSEMINATION POLICY 2011)**

**1. PREAMBLE**

The IP5 Offices exchange industrial property information data (e.g., document images, text data, bibliographic information, etc.) for the mutual benefit of the Offices and the public. This data may be provided on various electronic data carriers, e.g. optical discs, magnetic tapes, but is preferably be provided through media-less data exchange, e.g. Internet, FTP, etc.. These are free exchanges and result from agreements between the Offices involved in the exchange. The policy on the use of this data is set forth in this document to provide uniform minimum guidelines for using the data exchanged under this agreement.

The intention of this agreement is to implement a liberal view and rules on exchanged data in order to improve support of the patent information users.

**2. DEFINITIONS**

**2.1. INSTITUTIONAL DEFINITIONS**

**2.1.1. Libraries**

- “Libraries” shall be understood to cover institutions governed directly by IP5 Offices or operated as non-commercial institutions authorized to disseminate industrial property information, and established or controlled by public or semi-public bodies (for example, depository libraries) for the dissemination of information to the public.

**2.1.2. Member offices**

- A “**member office**” is an individual industrial property office belonging to an organization of industrial property offices, e.g., the European Patent Office (EPO).

**2.1.3. Third parties**

- A “**third party**” is any industrial property office, organization, academic institution, individual or enterprise, which is neither the data providing IP5 Office nor the data receiving IP5 Office (or its Libraries or Member offices).

## **2.2. USE OF DATA**

### **2.2.1. External use**

“**External use**” of data means the use, the processing, and the provision of the exchanged data to third parties (which are not industrial property offices) for personal use, for company use and for commercial use. It is intended that said third parties should only further distribute said data with "added value", not "as is". <sup>1</sup>

### **2.2.2. Internal use**

“**Internal use**” of data consists of “official use”, “library use” and "data exchange use" by the receiving office as provided for below:

#### **2.2.2.1. Official use**

“**Official use**” is the use of data by officials of a receiving IP5 Office or, where applicable, by an official of a library:

1. in the course of official procedures for the grant of industrial property titles, including search, examination, maintenance and appeal procedures;
2. for the purpose of statistical and technical analyses in the framework of the official business of the IP5 Office;
3. to provide special services for the public to meet specific requirements of individual and corporate users based on their own needs;
4. for the purpose of providing systematic training activities, provided that the use of the data is compatible with fair practice and does not exceed the extent justified by the purpose; or
5. for the purpose of providing copies of the data for the use of the receiving IP5 Office or library;
6. for the use in any existing or future public services of the receiving office such as IPDL, Espacenet and KIPRIS, etc.
7. in the provision of tools in order to support the users in using industrial property information more efficiently.

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<sup>1</sup> This intention should be reflected in the bilateral agreements made between the IP5 Offices and any commercial vendors.

#### **2.2.2.2. Library use**

“**Library use**” is the use of data by members of the public in search rooms of Industrial Property Offices or in libraries.

#### **2.2.2.3. Data exchange use**

"Data exchange use" is the use of exchanged data for provision to third party industrial property offices (under the condition of mutual acceptance of the reciprocity principle).

#### **2.2.3. Reciprocity principle**

The “**Reciprocity principle**” defines that if a participating IP5 office allows provision of its own data to third party patent offices, then it should also be eligible to receive data of such third party offices.

Each office should be prepared to inform the originating office of the data, to whom its data has been sent.<sup>2</sup>

Any office that wishes to receive IP5 Offices' data should be ready to provide also its own data without restriction, and this may be made available to all IP5 Offices.

Furthermore, provision of said patent data to third (commercial) parties should only be carried out on the basis that this provision is either free of charge or at marginal cost. Therefore, any exchanged data must not then be provided by any office to external partners at price higher than marginal cost.:

#### **2.2.4. Marginal cost**

The marginal cost of a product comprises all costs, with the exception of the production costs, in making the product available (cost of the blank tape, use of the computer, the copy, packing/transport and labour)

### **2.3. DATA TYPES**

The policy laid down in this document applies to all types of exchanged data, i.e. bibliographic data, coded data, image data, abstracts data, translated data, classification data, statistical data etc. as set or subset of data of the receiving or providing office, further also as subset or as database containing data from several offices.

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<sup>2</sup> To be done only on request of the originating office, rather than systematically.

### **3. BASIC PRINCIPLES**

The IP5 Offices share the common understanding that industrial property information shall be provided to the public and to any third party based on the existing principle of marginal cost or free of charge. In order to support a barrier free flow of information among industrial property offices, data exchanged by the IP5 Offices may be provided to third party industrial property offices in accordance with these guidelines and under the condition that the reciprocity principle is accepted by the third party industrial property office.

### **4. POLICY**

Industrial property information data provided as part of a free exchange by the IP5 Offices is provided by the originating IP5 Office for the internal and external use of the receiving IP5 Offices.

This means in detail:

#### **4.1. AUTHORISATION FOR INTERNAL USE**

1. Receiving IP5 Offices are allowed to use exchanged data internally without any restrictions for 'official use' and 'library use'.
2. Receiving IP5 Offices are allowed to provide exchanged data to third party industrial property office(s) under the provision that in accordance with these guidelines the reciprocity principle is respected by the third party industrial property office.

#### **4.2. AUTHORISATION FOR EXTERNAL USE**

Receiving IP5 Offices are allowed to provide exchanged data in any form (including bulk form) to third parties (which are not industrial property offices) for **external and** commercial use.

#### **4.3. AUTHORISATION TO DISSEMINATE AS A PUBLIC SERVICE**

IP5 Offices, having received exchanged data may provide public access to all or parts of these data as part of a public service, for example, using the Internet.

The provision of such public services underlies no restrictions, neither in volume nor in functionality

#### **4.4. DATA SHARING AMONG IP5 OFFICES**

Any data exchanged between two or more IP5 Offices under this Policy shall be available to be shared with the other IP5 Offices.

The IP5 Offices share the view that exemptions to any of these principles laid down above shall be restricted to the absolutely necessary minimum and shall be communicated to the receiving IP5 Offices in written form.

#### **5. COPYING AND SHIPPING COSTS**

The costs of copying, shipping or any other technical way of data provision for exchanged data to an IP5 Office or a third party IPO shall be borne by the IP5 Office providing the data.

#### **6. WARRANTY AND DATA QUALITY**

The originating IP5 Office will be the authoritative source for data provided directly to receiving IP5 Offices.

Third party recipients of IP5 exchanged data shall hold free the original originating IP5 Office of any liabilities for any reason, including defects of the provided data (e.g. re. the completeness, accuracy and correctness of the data made available or supplied to a third party). Third party recipients waive all rights to claims against the originating IP5 Office.

Claims from third parties are to be dealt exclusively with the IP5 Office directly providing the data for internal or external use. In any case the IP5 originating Office is not responsible for data provided by the receiving IP5 Office to any third party.

Any questions, issues, or support, and costs associated therewith, arising from the data provided to the third party shall be handled by the IP5 Office directly providing the data and not the originating IP5 Office. Any IP5 office which handles such questions or issues from the third parties may inform IP5 Offices if considered appropriate.

The IP5 Offices will put in place data error correction processes so as to report on detected errors to the originating and/or other IP5 Offices when appropriate. Consequently, the originating Office shall strive to correct those errors at the source.