

WIPO Sequence Validator: Terms of Use (February 2022)

By downloading and using WIPO Sequence Validator, the Beneficiary is agreeing to be bound by these Terms of Use.

1. Definitions - In the context of these Terms of Use

“The Software” shall mean the "WIPO Sequence Validator" owned and provided by the World Intellectual Property Organization (WIPO) to enable Intellectual Property (IP) Offices to verify the compliance of filed sequence listings with [WIPO Standard ST.26](#). This Software is described in detail in the WIPO Sequence Validator operations manual which is available on the [WIPO website](#).

“The Beneficiary” shall mean the IP Office of any WIPO Member State or the regional Office of a group of WIPO Member States, which uses the Software for its services.

2. Grant of Rights

WIPO grants the Beneficiary the right to use the Software for IP service delivery under the conditions described herein. The intended purpose of this right is to meet demands from IP Offices to support efficient and effective business services. Unless otherwise provided for in these Terms of Use, the Beneficiary shall have a non-sublicensable, non-transferable and non-exclusive right to use the Software as stated below:

- (a) The Beneficiary may use the original version of the Software in its own applications;
- (b) Any components or modules developed by the Beneficiary and linked into the Software but not derived from it shall not be considered part of the Software and will not be subject to these Terms of Use; and
- (c) The Beneficiary may have its operation of the Software carried out through a subcontractor. The subcontractor, however, shall obtain no rights whatsoever to the Software.

Any use other than the above-mentioned uses shall be subject to prior written agreement on the terms and conditions. In particular, the Beneficiary may not modify, adapt, create derivative products or redistribute the Software without prior written agreement between WIPO and the Beneficiary.

3. Source Code

The source code for the Software shall not be modified by the Beneficiary. However, WIPO shall transfer all source code and related documentation to the Beneficiary and the Beneficiary will take over responsibility for software changes, if one of the following occurs:

- (a) WIPO notifies the Beneficiary that the WIPO Secretariat intends to discontinue its support to the Beneficiary for the Software; or
- (b) the program for the provision of the Software is discontinued by a decision of the WIPO Member States.

The transfer of the source code shall not affect the terms and conditions related to the ownership and other terms of use of the Software documented in these Terms of Use.

To this end, WIPO shall maintain a library of all source code that is updated with all latest versions.

4. Modifications of the Software

WIPO reserves the right to modify or update the Software at any time, in its sole discretion. The last updated version of the Software will be made available to the Beneficiary. It is the Beneficiary's responsibility to ensure that they use the last updated version of the Software.

5. Third Party Licenses

The Beneficiary shall be responsible for all third-party software licenses required to operate the Software, including but not limited to operating systems, database management systems, and office productivity software.

6. Ownership

Ownership and title in the original and modified Software are and shall at all times remain with WIPO. The Beneficiary shall not acquire directly, indirectly or by implication any title, copyright or ownership in the Software or any parts thereof. This Article will not apply to the components and modules developed by the Beneficiary and linked to the Software.

7. Responsibility

Responsibility for the successful deployment and use of the Software remains with the Beneficiary. However, the Beneficiary may receive, upon request, reasonable technical assistance from WIPO with regard to the deployment and effective use of the Software, under conditions to be agreed between WIPO and the Beneficiary.

The Beneficiary is reminded that compliance with any security prescriptions under applicable law is the Beneficiary's responsibility.

8. Intellectual Property Rights

The Beneficiary acknowledges and recognizes the ownership of WIPO in any intellectual and other proprietary rights ("Rights") in relation to the Software, and all such Rights shall at all times be and remain the sole property of WIPO. The Beneficiary shall not do or permit to be done any act that is or is likely to constitute an infringement of the Rights, or will likely jeopardize or offend the ownership, right and title of WIPO in and to the Rights. Notwithstanding anything to the contrary, WIPO does not make any warranty, express or implied, that the Software, or any part thereof, does not affect or violate any patent, trademark, copyright, trade secret, or other proprietary right of any third party.

9. Exclusions of Liability

9.1 The Software is provided "as is" and WIPO disclaims all warranties with regard to the Software including all implied warranties of merchantability and fitness. WIPO shall not be liable for any direct, indirect, incidental, consequential, liquidated, special, punitive or exemplary damages or penalties to the Beneficiary, including, but not limited to, losses of business, revenue or profits, as a consequence of using the Software.

9.2 WIPO makes every effort to ensure, but cannot guarantee, the correct operation of the Software and makes no warranties or representations in connection with the use of the Software. WIPO assumes no liability or responsibility for any errors, omissions, deficiencies or defects in the Software or in the validation results of the sequence listings associated with patent applications using the Software, or for loss or damage of any nature incurred in connection with the use of the Software.

9.3 WIPO shall not be liable or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control.

10. Acknowledgement and Disclaimer

The Beneficiary shall identify WIPO as the provider of the Software. Any such identification shall include the following disclaimer: "The software herein is provided by the World Intellectual Property Organization (WIPO) on an "as-is, where-is" basis, and WIPO does not represent, warrant, or otherwise guarantee, expressly or impliedly, the merchantability, fitness for a particular purpose, suitability, integrity, accuracy, reliability, or completeness of the said software or any information disclosed or described or contained in the said software. WIPO expressly disclaims liability for any loss, damage, or injury directly or indirectly suffered or incurred as a result of or related to anyone using or relying on the said software or any information disclosed or described or contained in the said software."

11. Use of Logo

The Beneficiary shall not have the right to use any WIPO logo(s) or trademark(s) unless specifically authorized by WIPO in writing and shall be subject to such conditions of use as may be agreed by the Beneficiary and WIPO.

12. Amendments to the Terms of Use

WIPO reserves the right to amend these Terms of Use at any time. Any amended Terms of Use will be posted on WIPO's website. Unless stated otherwise, amendments shall take effect immediately following posting of the new Terms of Use.

13. Termination

WIPO reserves the right to terminate with immediate effect the license granted to the Beneficiary in case of non-compliance with these Terms of Use.

14. Privileges and Immunities

Nothing in or relating to these Terms of Use shall be deemed or interpreted as a waiver of any privileges and immunities accorded to WIPO as an international organization and specialized agency of the United Nations.

15. Settlement of Disputes

15.1 Any dispute between WIPO and the Beneficiary arising out of or relating to these Terms of Use that cannot be resolved amicably shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute.

15.2 WIPO shall not have any responsibility, obligation or liability whatsoever with respect to any disputes between the Beneficiary and a third party or any other Beneficiary, which may arise in relation to the use of the Software.

16. Contact Information

For further information, please contact WIPO at wiposequence@wipo.int