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ПРЕДЛАГАЕМЫЙ НОВЫЙ СТАНДАРТ ВОИС ПО ОБМЕНУ ДАННЫМИ ОБ ИС

Документ подготовлен руководителями Целевой группы по обмену данными об ИС

РЕЗЮМЕ

1. Целевая группа по обмену данными об ИС представляет окончательный проект нового стандарта ВОИС по обмену данными об интеллектуальной собственности (ИС) и их использованию для рассмотрения и принятия на четырнадцатой сессии Комитета по стандартам ВОИС (КСВ или Комитет).

СПРАВОЧНАЯ ИНФОРМАЦИЯ

2. На двенадцатой сессии Комитет одобрил создание задачи № 67, сформулированной следующим образом:

«Проанализировать существующую практику и проблемы, с которыми сталкиваются ведомства ИС, с целью поиска решений для улучшения глобального обмена данными об ИС»

(см. пункт 146 документа CWS/12/29).

3. На тринадцатой сессии КСВ одобрил план, согласно которому Целевая группа по обмену данными об ИС должна подготовить вопросник для сбора информации о практике и предложениях ведомств по упрощению обмена данными об ИС и обратиться к Секретариату с просьбой провести обследование среди ведомств ИС членов Комитета. КСВ также постановил, что Целевая группа проанализирует результаты этого обследования и представит соответствующие выводы на четырнадцатой сессии КСВ. Более того, Комитет принял к сведению, что Целевая группа сначала договорится по всем аспектам проектного задания, касающегося общих принципов и платформы для обмена данными в области ИС, с учетом дискуссии, состоявшейся на двенадцатой сессии КСВ, а затем пересмотрит проект стандарта ВОИС по обмену данными об ИС, приняв во внимание результаты обследования, с перспективой выхода на окончательное предложение, которое должно быть вынесено на рассмотрение и утверждение Комитета на четырнадцатой сессии (см. пункты 89 и 94 документа CWS/13/33).

ПРЕДЛАГАЕМЫЙ НОВЫЙ СТАНДАРТ

4. За время, прошедшее с тринадцатой сессии КСВ, Целевая группа по обмену данными об ИС провела четыре заочных совещания, на которых обсудила мероприятия, предусмотренные проектным заданием, представленным на двенадцатой сессии КСВ, а также разработала вопросник для проведения обследования и уточнила предлагаемый проект стандарта с учетом результатов завершенного обследования. Подробная информация о деятельности Целевой группы, включая другие направления ее работы, приводится в документе CWS/14/11. Анализ результатов упомянутого обследования представлен в документе CWS/14/12.

5. В результате проделанной работы Целевая группа по обмену данными об ИС подготовила окончательное предложение по новому стандарту ВОИС, который будет служить общей базой для межведомственного обмена данными об ИС и их использования. Это предложение приводится в приложении к настоящему документу.

Цели

6. Цель предлагаемого стандарта заключается в создании общей базы для межведомственного обмена данными об ИС и их использования. В нем содержатся четкие и последовательные рекомендации по порядку использования и дальнейшей передачи, качества и отчетности, содержания и форматов данных об ИС, являющихся предметом обмена, своевременности представления информации, а также процедур коммуникации между ведомствами-партнерами. Предлагаемый стандарт призван содействовать эффективному, прозрачному и двустороннему обмену данными об ИС и укреплять межведомственное сотрудничество.

Преимущества предлагаемого стандарта

7. Предлагаемый стандарт станет для ведомств ИС единым ориентиром в вопросах обмена и использования данных об ИС. В нем будут определены общие для всех пользователей принципы, полномочия и термины, что будет способствовать согласованности и прозрачности отношений между ведомствами ИС, выступающими источником данных, их поставщиком или получателем, и третьими лицами. Стандарт также будет способствовать более широкому и эффективному использованию информации в сфере ИС, например, для целей экспертизы, административного управления, исследований, аналитики и инновационной деятельности, причем у каждого ведомства ИС сохранится возможность внедрить предлагаемые рекомендации с учетом применимой нормативно-правовой базы или собственных операционных реалий.

Сфера охвата

8. В предлагаемом стандарте сформулированы рекомендации по межведомственному обмену данными об ИС и дальнейшему использованию и передаче полученных сведений. В нем перечислены рекомендуемые для обмена виды данных об ИС без указания конкретной структуры каждого вида. Развернутые рекомендации по структуре данных приводятся в других стандартах ВОИС, посвященных конкретным аспектам.

9. Предлагаемый стандарт состоит из следующих частей:

- основной текст: рекомендации, касающиеся условий обмена, использования и представления данных об ИС, видов и средств обмена, а также требований к праву собственности на данные, качеству, процедуре исправления и передаче данных;

- приложение I: рекомендуемый перечень контрольных пунктов для обеспечения качества данных до их передачи;

- приложение II: образец соглашения, который может служить ориентиром для ведомств ИС при согласовании порядка обмена данными об ИС.

10. Предлагается следующее название нового стандарта ВОИС:

«Стандарт ВОИС ST.94. Рекомендации по обмену данными об интеллектуальной собственности и их использованию».

11. Если Комитет утвердит новый стандарт на текущей сессии, предлагается поручить Секретариату опубликовать его в части 3 Справочника ВОИС по информации и документации в области интеллектуальной собственности.

Что изменилось по сравнению с вариантом, представленным на тринадцатой сессии

12. Рабочий проект стандарта, представленный на тринадцатой сессии КСВ, был основательно переработан с учетом дискуссии, состоявшейся на прошлой сессии Комитета, результатов обследования практики ведомств ИС и последовавших за этим консультаций Целевой группы по обмену данными об ИС. Ниже приводится краткий обзор основных изменений:

- расширение списка терминов и уточнение понятий, в том числе определений «ведомство-партнер», «библиотека», «третья сторона», «ведомство третьей стороны», «внутреннее использование», «открытые данные об ИС», «условия использования», «статистические данные или данные, прошедшие дополнительную обработку», «процедуры обеспечения качества данных об ИС» и «опубликованные полнотекстовые данные»;

- добавление стандартных ключевых слов, выражающих модальность, для разграничения требований, рекомендаций и факультативных положений;

- добавление положений, касающихся соблюдения применимых законов о защите персональных данных и обязательств ведомств ИС – партнеров информировать получателя данных о соответствующих требованиях и условиях;

- уточнение принципов взаимности и добросовестного использования, включая указание источника, необходимость соблюдения условий доступа и безопасности, указание преобразования данных и информирование о применяемых ограничениях на дальнейшую передачу данных;

- пересмотр рекомендаций, касающихся внутреннего и внешнего использования, дальнейшей передачи и предоставления данных третьим сторонам и ведомствам ИС третьих сторон, включая указание ситуаций, в которых целесообразно заключить соглашение;

- расширение списка рекомендуемых видов и форматов данных об ИС, включая библиографические и полнотекстовые данные, изображения на разных носителях информации, перечни последовательностей, данные о правовом статусе, заключения экспертизы и отчеты о поиске, решения ведомств и статистические данные или данные, прошедшие дополнительную обработку, со ссылками на соответствующие стандарты ВОИС;

- конкретное указание рекомендуемых электронных средств для обмена данными, включая интерфейс программирования приложений (API) и протоколы SFTP/FTP, и добавление ссылки на стандарт ВОИС ST.90 в случаях использования API;

- включение рекомендаций, касающихся авторитетного источника данных об ИС, ответственности за их точность и официальный характер, уведомления об ошибках и их исправлении, периодичности передачи, предсказуемых графиков и заблаговременного уведомления о временном прекращении передачи или изменениях в структуре либо формате данных;

- включение в рекомендуемый перечень контрольных пунктов в приложении I таких позиций, как полнота данных, их достоверность и соответствие применимым схемам и форматам, целостность файлов, безопасность передачи, общедоступность, а также соблюдение применимых требований в области защиты персональных данных; и

- добавление приложения II, содержащего образец соглашения, который может служить ориентиром для ведомств ИС при согласовании порядка обмена данными об ИС.

ПРЕДЛОЖЕНИЕ ПО ПЕРЕСМОТРУ ЗАДАЧИ № 67

13. Если предлагаемый стандарт ВОИС ST.94 будет утвержден, Целевой группе по обмену данными об ИС предлагается продолжить работу по сбору и распространению передовой практики, созданию канала и платформы для удобства коммуникации ведомств промышленной собственности и оценке реалистичности создания централизованной глобальной платформы для обмена данными об интеллектуальной собственности. В связи с этим формулировку задачи № 67 предлагается изменить следующим образом:

«Обеспечить необходимый пересмотр и обновление стандарта ВОИС ST.94 и изучить возможные технические решения, позволяющие повысить качество глобального обмена данными об ИС, включая обмен опытом и информацией о подходах к обеспечению качества данных и потенциальную разработку глобальной платформы для обмена данными об ИС».

14. КСВ предлагается:

(a) принять к сведению информацию, изложенную в настоящем документе;

(b) рассмотреть и утвердить название предлагаемого стандарта «Стандарт ВОИС ST.94. Рекомендации по обмену данными об интеллектуальной собственности и их использованию», как указано в пункте 10;

(c) рассмотреть и утвердить новый стандарт ВОИС ST.94, упомянутый в пунктах 4–9 и представленный в приложении к настоящему документу;

(d) рассмотреть и утвердить пересмотренную формулировку задачи № 67, упомянутую в пункте 13 выше.

[Приложение следует]

WIPO STANDARD ST.94

RECOMMENDATIONS FOR THE EXCHANGE OF INTELLECTUAL PROPERTY DATA AND ITS USE

Proposal presented for adoption by the Committee on WIPO Standards (CWS) at its fourteenth session

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WIPO STANDARD ST.94

RECOMMENDATIONS FOR THE EXCHANGE OF INTELLECTUAL PROPERTY DATA AND ITS USE

Proposal presented for adoption by the Committee on WIPO Standards (CWS) at its fourteenth session

INTRODUCTION

1. This Standard provides both recommendations for the exchange of intellectual property (IP) data in electronic format provided by IP offices and recommendations for the use of IP data exchanged between IP offices.

2. In recent years, government agencies in many WIPO Member States have been embracing the open data global trend by making their data available online. Given the growing interest in IP data, there exists a significant opportunity to further improve the exchange of IP data. Doing so would support:

(a) better quality IP office administration services such as examination; and

(b) more focused technical research by users in each country, thereby stimulating innovation.

SCOPE OF THE STANDARD

3. This Standard provides recommendations for the exchange of IP data between IP offices and for the subsequent use and provision of the data received.

4. This Standard provides the recommended types of IP data to be exchanged, but it does not specify the detailed data structure of each data type. Detailed recommendations on the data structure are provided in other WIPO Standards, in particular Standards listed below in the References Section.

DEFINITIONS

5. For the purposes of this Standard, the expression:

(a) “intellectual property data” or “IP data” means data related to patents, industrial designs, trademarks and geographical indications (GIs).

(b) “originating Office” means an IP office which publishes its own IP data.

(c) “providing Office” means an IP office which provides IP data to another IP office. When an originating Office provides IP data to a receiving Office directly, the providing Office means the originating Office.

(d) “receiving Office” means an IP office which receives IP data directly from a providing Office.

(e) “partner Office” means any IP office (national, regional, or international) involved in the exchange of IP data, whether through formal agreements, informal arrangements, or public data dissemination.

(f) “library” means an institution that is either directly governed by an IP office or operates as a non-commercial entity. It is authorized by an IP office to disseminate its IP data. Such institutions are established or controlled by a public or semi-public body for the purpose of disseminating information to the public, such as a depository library located within an IP office.

(g) “third party” means any academic institution, individual or enterprise, including commercial IP data provider, which receives IP data from a providing Office.

(h) “third party Offices” means any IP office or organization, which is neither the providing Office (or its library) nor the receiving Office (or its library).

(i) “external use” means any use, processing or provision of received IP data by the receiving Office that benefits or grants access to third parties and third party Offices. It also includes providing members of the public with controlled access to and use of the data for non-commercial research or information purposes through facilities or services offered by the receiving Office or its authorized library.

(j) “internal use” means the use of received IP data within the receiving Office. It includes use by authorized staff in the performance of official procedures relating to the grant and administration of IP rights, including search, examination, maintenance and appeal procedures, as well as for statistical, technical or policy analysis and training activities related to those functions.

(k) “marginal cost” comprises all costs, with the exception of the production costs, in making the product available (e.g., cost of the blank disc, use of the computer, the copy, packing/transport and labor).

(l) “bulk format” means being able to download more than one document in a single transaction.

(m) “open IP data” refers to digital IP data that is made available with the technical and legal characteristics necessary for it to be freely used, reused, and redistributed by anyone, anytime, anywhere.

(n) “Terms of Use” or “ToU” refers to a legal agreement that sets forth the rules, restrictions, and guidelines that users must agree to follow in order to access or use a service, website, application, or platform. It is also known as "Terms of Service" or “ToS”.

(o) “statistical or added value data” refers to aggregated, summarized, or enhanced data derived from raw IP data, used for statistical purposes, reports, or analytics.

(p) “IP data quality assurance mechanisms” refer to systematic processes and controls used by IP offices to ensure that IP data is accurate, complete, consistent, and reliable. This includes validation rules, verification procedures, standardization protocols, and error correction systems.

(q) “full-text published data” means machine-readable textual content of published IP documents, including patent specifications (abstracts, descriptions, claims), trademark application details, design descriptions, and geographical indication specifications. This refers to data in formats that allow for text searching, extraction, and processing (e.g., XML, JSON, TXT) as opposed to image-only formats.

6. The keywords “MUST”, “MUST NOT”, "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL", when they appear capitalized in this Standard are to be interpreted as described below only when they appear in all capitals. Non-capitalized forms of these words are used in the regular English sense.

(a) “MUST” refers to a requirement of the Standard; disregard of the requirement will result in noncompliance;

(b) “MUST NOT” refers to a prohibition of the Standard;

(c) “SHOULD” refers to a strongly encouraged approach, but not a requirement;

(d) “SHOULD NOT” refers to a strongly discouraged approach, but not a prohibition; and

(e) “MAY” refers to an optional or permissible approach, but not a requirement.

CONDITIONS FOR IP DATA EXCHANGE AND ITS USE

Principles

7. IP offices share the common view that IP data should be provided to the public and to any other IP offices based on the principles of the reciprocity and legitimate use that the quality of examinations should be improved and the utilization of IP data by users should be promoted. In order to achieve these goals, it is recommended that IP offices:

- support the barrier-free IP data exchange;
- provide IP data free of charge or at marginal cost;
- exchange IP data among themselves in compliance with the reciprocity and legitimate use principles recommended in this Standard; and
- provide the received IP data to third party Offices or third parties considering the legitimate use principle.

8. IP Offices involved in the exchange of IP data SHOULD ensure that any exchange of IP data complies with the applicable personal data protection laws and requirements of the partner Offices. Each partner Office MUST communicate any applicable personal data protection requirements and conditions when making the IP data available.

Reciprocity principle

9. When an originating Office provides IP data to a receiving Office, the originating Office SHOULD be eligible to receive equivalent IP data in return from the receiving Office, and the receiving Office SHOULD be prepared to provide its own IP data equivalent to IP data received by the originating Office. The same principle applies where a receiving Office provides to a third party Office IP data received from an originating Office. The originating Office SHOULD be eligible to receive from the third party Office IP data equivalent to the IP data provided by the originating Office, and the third party Office SHOULD be prepared to provide its own equivalent IP data to the originating Office. This principle does not apply, however, where the originating Office explicitly states that it does not require equivalent data from the receiving Office or the third party Office concerned.

Legitimate use principle

10. The receiving Office MUST ensure that any access to, processing, reproduction, distribution, transformation, linking or other use of received IP data constitutes legitimate use. For the purposes of this Standard, use is legitimate where it cumulatively meets all of the following conditions:

- IP data MUST NOT be used for illegal, misleading or fraudulent activities;
- the use of IP data MUST comply with all applicable laws (including but not limited to IP, competition, and personal data protection laws), and with any access conditions or security measures communicated by the originating Office at the time the data is made available to the receiving Office;
- where access to IP data is provided via online services (including APIs), the use of IP data MUST respect and MUST NOT circumvent the technical controls, rate limits and other conditions set by the originating Office or the receiving Office, as applicable;
- where IP data is reproduced or distributed, the originating Office SHOULD be credited as the source and the free availability of the IP data SHOULD be prominently indicated;
- where IP data is adapted, translated, converted, modified or otherwise transformed, reasonable steps SHOULD be taken to label or demarcate the alterations, and the originating Office SHOULD be cited as the source;
- when IP data is redistributed to third parties or third party Offices, such receiving Office MUST communicate all handling and use restrictions set by the originating Office to the recipients and MUST require them to undertake an equivalent commitment to comply.

Use of IP data

Authorization for internal use

11. The receiving Offices SHOULD be allowed the use of received IP data internally without any restrictions, including the use for training the artificial intelligence or machine-learning systems.

Authorization for external use

12. The receiving Office SHOULD be allowed to provide received IP data to third party Office(s) under the provision of the reciprocity and legitimate use principles.

13. The receiving Offices MAY be allowed to provide received IP data in any form, including bulk form, to third parties.

14. Third party Offices MAY be allowed to redistribute the IP data provided by the receiving Office if they have added value, such as by providing provisions for AI model training. The data SHOULD NOT be redistributed in its original, “as-is” form[1].

15. Where redistribution of received IP data to third parties is restricted due to legal requirements in the country or region of the originating Office, such redistribution of received IP data to third parties SHOULD be governed by an agreement between IP offices involved in the exchange of IP data. Such agreement SHOULD include in the following conditions:

(a) the scope of eligible third parties and data recorded in the agreement;

(b) compliance with the reciprocity principle mentioned in this Standard;

(c) compliance with data protection rules and applicable laws; and

(d) demonstration of a legitimate purpose.

Free of charge

16. IP offices SHOULD provide IP data free of charge for public access. Where cost recovery applies to the data provision, it SHOULD be limited to marginal cost, subject to applicable national or regional laws.

17. Provision of IP data to third parties SHOULD be provided either free of charge or at marginal cost. Therefore, any IP data exchanged SHOULD NOT be provided by any IP office to external partners at a price higher than marginal cost.

TYPES OF IP DATA EXCHANGED

18. The Recommendations in this Standard apply to all types of IP data exchanged, including a set or a subset of data received or provided to IP offices, in addition to a database containing data from several IP offices. The IP data exchanged is limited to the data based on information that is already open to the public by each IP office in line with its applicable IP legislative frameworks such as IP gazette data.

19. The data provided by IP offices SHOULD include at least the following types of data downloaded in bulk format, preferably in compliance with existing WIPO Standard formats:

(a) bibliographic data including classification information, preferably in XML format in compliance with WIPO Standard ST.96 or JSON format in compliance with WIPO Standard ST.97;

[1] This intention should be reflected in the bilateral agreements made between the IP offices and any commercial vendors.

(b) full text data of the publications, including the claims and specifications, preferably in XML format in compliance with WIPO Standard ST.96 or JSON format in compliance with WIPO Standard ST.97;

(c) Patent drawings, industrial design and mark representation (2D images, 3D models, 3D images, audio or video), preferably in format in compliance with the respective WIPO Standard ST.67, ST.68, ST.69, ST.88 or ST.91;

(d) Sequence listing data, SHOULD be in WIPO Standard ST.26 or ST.25;

20. IP offices MAY include the following types of IP data:

(a) details regarding citations made during search or examination procedures;

(b) Legal status data, preferably in format in compliance with WIPO Standard ST.27, ST.61 or ST.87;

(c) Examination reports/Search report data;

(d) Office actions data; and

(e) Statistical data (Added value data).

MEANS OF IP DATA EXCHANGE

21. IP data SHOULD be provided on various electronic means, such as application programming interfaces (APIs) and file transfer protocol (SFTP/FTP). When provided via API, it SHOULD comply with WIPO Standard ST.90. In the absence of the above-mentioned means IP data MAY be provided on various data carriers such as Hard Disk Drive (HDD) or optical discs. These are free exchanges and chosen from available means at the time of publication of the Standard.

REQUIREMENTS FOR OWNERSHIP QUALITY OF IP DATA

IP data ownership

22. The originating Office MUST be considered as the authoritative source for IP data provided to the receiving Offices.

23. The originating Office MUST remain responsible for the accuracy and official status of its data. Any corrections that affect the legal or official status of the data, or that require the involvement of the applicant or rights holder, MUST be made by the originating Office in accordance with its national or regional law and procedures.

24. The receiving Office MUST NOT alter data received from other offices except as expressly permitted by the originating Office under the applicable exchange arrangement.

25. When a third party receives IP data from a providing Office which is not the originating Office, the third party waives all rights to claims against the originating Office regarding the defects in the received IP data for example completeness, accuracy or correctness of the IP data made available or supplied.

26. Any questions, issues, or support, arising from the IP data provided to the third party SHOULD be handled by the providing Office directly, not by the originating Office. Any providing Office which handles such questions or issues from the third parties MAY inform the originating Office, if appropriate.

IP data quality

27. To minimize defects in IP data, the originating Office SHOULD apply quality-checking mechanisms before providing IP data. A list of recommended data-quality checklists is provided in Annex I of this Standard. In addition, the receiving Office MAY use its own quality-checking mechanism to validate received data.

IP data correction

28. The receiving Office SHOULD report on detected errors to the originating Office and/or other IP offices where appropriate. Consequently, the originating Office SHOULD correct those errors at the source.

29. The offices involved in data exchange SHOULD agree on realistic target timeframes for correcting the errors detected. The offices SHOULD also maintain a mechanism to track and record these corrections. The originating Office SHOULD provide the corrected data with the next scheduled data distribution or, if possible, earlier upon completion of the correction.

IP data delivery frequency and schedule

30. The IP data exchanged by the IP offices SHOULD be updated as frequently as possible to ensure it remains current. Update SHOULD be scheduled at least once a month and ideally at the same frequency as the publication cycle of the originating Office. However, IP data MAY also be provided on an ad-hoc basis in response to specific requests where necessary.

31. Providing Offices SHOULD provide IP data according to a predictable and consistent schedule. Providing Offices SHOULD also give advance notice to the receiving Office where it intends to interrupt, suspend, or discontinue the provision of data, or where changes to the data structure or format are foreseen.

CONTRACT MODEL

32. If the partner Offices agreed on the exchange of IP data, they MAY conclude a formal written agreement (e.g., a memorandum of understanding , memorandum of cooperation, or terms of use) prior to initiating data exchange. When concluding the document on the exchange of IP data , the offices MAY use as a reference the model of the document attached as Annex II of this Standard.

REFERENCES

33. References to the following Standards and resources are of relevance to this Standard:

WIPO Standard ST.3	Two-Letter Codes for the Representation of States, Other Entities and Intergovernmental Organizations;
WIPO Standard ST.9	Bibliographic data on and relating to Patents and SPCs;
WIPO Standard ST.16	Identification of different kinds of patent documents;
WIPO Standard ST.26	Presentation of nucleotide and amino acid sequence listings using XML;
WIPO Standard ST.27	Exchange of Patent Legal Status Data;
WIPO Standard ST.36	Processing of Patent Information Using XML;
WIPO Standard ST.60	Bibliographic data relating to marks;
WIPO Standard ST.61	Exchange of Trademark Legal Status Data;
WIPO Standard ST.66	Processing of trademark information using XML;
WIPO Standard ST.67	Electronic management of the figurative elements of trademarks;
WIPO Standard ST.68	Electronic Management of sound marks;
WIPO Standard ST.69	Electronic management of motion and multimedia marks;
WIPO Standard ST.80	Bibliographic data relating to industrial designs;
WIPO Standard ST.86	Processing of industrial design information using XML;
WIPO Standard ST.87	Exchange of industrial design legal status data;
WIPO Standard ST.88	Electronic representation of industrial designs;
WIPO Standard ST.90	Processing and communicating IP data using web APIs;
WIPO Standard ST.91	Recommendations on digital three-dimensional (3D) models and 3D images;
WIPO Standard ST.96	Processing of intellectual property information using XML; and
WIPO Standard ST.97	Processing of intellectual property information using JSON.

[Annex I follows]

ANNEX I

RECOMMENDED IP DATA QUALITY CHECKLISTS

Proposal presented for adoption by the Committee on WIPO Standards (CWS) at its fourteenth session

The originating Office is recommended to check the following items in advance of the data provision, except for those relating to data that are not provided by the originating Office:

(a) Country/office code included (in compliance with WIPO Standard ST.3)

(b) IP right type included

(c) All mandatory agreed bibliographic fields, in accordance with relevant WIPO Standard, populated (no unexpected empty fields)

(d) Associated files present for each record (images, full text, sequence listings)

(e) Referenced attachments/annexes actually included in the package

(f) Data type indicated (for example Bibliographic Data, Image Data, Full Text etc.)

(g) Range of documents supplied

(h) Kind code in compliance with WIPO Standard ST.16 and/or document type

(i) Total number of documents

(j) Publication date and publication period covered

(k) Contact Person (sender)

(l) Classification data present where required

(m) Application/publication/registration numbers valid and correctly formatted

(n) Dates valid, logically consistent (e.g., filing ≤ publication) and in correct format

(o) Names of applicants/holders/inventors correctly spelled and encoded

(p) Legal status codes, preferably in format in compliance with WIPO Standard ST.27, ST.61 or ST.87

(q) Unique identifiers not duplicated within the dataset

(r) Character encoding correct (e.g., UTF-8); no corrupted or wrong characters

(s) Language and transliteration codes correctly applied

(t) Bibliographic data in XML (WIPO Standard ST.96, where applicable) or JSON (WIPO Standard ST.97, where applicable) as agreed

(u) 2D image/3D model or image, audio or video files, preferably in format in compliance with WIPO Standard ST.67, ST.68, ST.69, ST.88, or ST.91

(v) Sequence listings compliant with WIPO Standard ST.26

(w) Files validate against the applicable XML or JSON schema

(x) API delivery conforms to WIPO Standard ST.90 (where applicable)

(y) Image files open correctly and are not corrupted

(z) Resolution/quality meets agreed minimum standards

(aa) Correct file format

(bb) Each image correctly linked to its parent record

(cc) Audio/video files playable and correctly encoded

(dd) All files readable and free of corruption after packaging

(ee) Compression/archive files extract without error

(ff) File and package sizes within agreed limits

(gg) Transfer channel (API/SFTP/carrier) tested and secure

(hh) Dataset already open to the public and legitimate

(ii) No non-public or restricted information included

(jj) Compliance with applicable personal data protection laws confirmed

(kk) Scope of data consistent with the exchange arrangement / ToU

[Annex II follows]

ANNEX II

AGREEMENT MODEL

Proposal presented for adoption by the Committee on WIPO Standards (CWS)
at its fourteenth session

AGREEMENT ON THE USE OF ELECTRONIC INTELLECTUAL PROPERTY INFORMATION DATA EXCHANGED BETWEEN THE IP OFFICE A AND THE IP OFFICE B

1. BACKGROUND

IP OFFICE A and IP OFFICE B (hereinafter referred to as "the Parties") will exchange Intellectual Property (IP) information data (e.g., document images, text data, bibliographic information, etc.) for the benefit of the Parties and the public.

This data may be provided on various electronic data carriers, e.g., optical discs, magnetic tapes, etc. but is preferably provided through media-less data exchange, e.g., Internet, FTP, etc. These are free of charge exchanges and chosen from above mentioned available means. The policy on the use of this data is set forth in this agreement to provide uniform and minimum guidelines for using the data exchanged under this memorandum.

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

2. DEFINITIONS

2.1. Institutional definitions

2.1.1. IP Office

In this agreement, "IP Office(s)" refer to IP Office(s) in the world, including the International Bureau of WIPO.

2.1.2 Originating Office

[Note: refer to the "originating office" definition above.]

2.1.3 Providing Office

[Note: refer to the "providing office" definition above.]

2.1.4 Receiving Office

[Note: refer to the "receiving office" definition above.]

2.1.5 Libraries

[Note: refer to the "library" definition above.]

2.1.6. Third party

[Note: refer to the "third party" definition above.]

2.1.7. Third party Offices

[Note: refer to the "third party Office" definition above.]

2.2. Use of data

2.2.1. External use

[Note: refer to the "external use" definition above.]

2.2.2. Internal use

[Note: refer to the "internal use" definition above.]

2.2.3. Marginal cost

[Note: refer to the "marginal cost" definition above.]

3. DATA TYPES

The policy outlined in this agreement 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 sets or subsets of data of the receiving Office or providing Office, further also as subsets or as databases containing data from several offices.

Data to be exchanged are listed in ANNEX A. If there is any change in the list, both Parties at the working level (Director) will separately discuss such change and revise the list based on the agreement between the Parties.

4. PRINCIPLES

[Note: refer to the principles section above.]

This means in detail:

4.1. Reciprocity principle

[Note: refer to the reciprocity principle above.]

4.2 Legitimate use principle

[Note: refer to the legitimate use principle above.]

4.3. Authorization for internal use

[Note: refer to authorization for internal use recommendation above.]

4.4. Authorization for external use

[Note: refer to authorization for external use recommendations above.]

4.5. Free of charge

[Note: refer to free of charge section above.]

5. COPYING AND SHIPPING COSTS

The costs of copying, shipping or any other technical means of data provision for exchanged data to an IP office will be borne by the Party requesting the IP data.

6. WARRANTY AND DATA QUALITY

[Note: refer to "IP data quality" section above.]

7. IP DATA OWNERSHIP

[Note: refer to "IP data ownership" section above.]

8. FINAL PROVISIONS

"AGREEMENT ON IP DATA EXCHANGE BETWEEN IP OFFICES" signed on DD/MM/YYYY is hereby replaced by this agreement which will be effective upon signature of the Parties.

The duration of this agreement is not limited. This agreement may at any time be discontinued through mutual consent of the Parties. Either Party may also choose to discontinue this agreement for any reason by giving the other X months' prior notice. In such a case, unless otherwise decided, commitment previously incurred will not be affected.

Any item of this agreement may be modified by mutual consent of the Parties, expressed in writing.

Any dispute between the Parties, arising out of or relating to this agreement will be settled amicably through negotiations between the Parties concerned.

IN WITNESS THEREOF, the undersigned have signed the memorandum on [month]DDYYYY in X original copies in XXX Languages, all texts being equally valid. In case of divergent interpretation of the memorandum, the XXX Language text will prevail.

[Annex A to Annex II follows]

ANNEX A

List of Available IP Data to be Exchanged IP OFFICE A and IP OFFICE B ('the Parties')

IP Data to be provided by IP OFFICE A to IP OFFICE B:

No.	IP Type	Data Type	Coverage	Data Format	Update Frequency	Note
(e.g.,) 1	Patent	Bibliographic data	19XX-present	TSV	Weekly	

IP Data to be provided by IP OFFICE B to IP OFFICE A:

No.	IP Type	Data Type	Coverage	Data Format	Update Frequency	Note

[End of the Annex II and of proposed Standard]

[Конец приложения и документа]