

Terms and Conditions for the Use of IP Data contained in WIPO Products and Services

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The terms and conditions set forth here shall apply to all subscribers to WIPO IP Data Products and Services including commercial subscribers, non-commercial subscribers and IP offices.

For the terms and conditions for use of the [PATENTSCOPE search system](#), please refer to the “[Terms and Conditions for the use of the PATENTSCOPE search system](#)”. For WIPO Global Dissemination of IP Data Initiative, please refer to the Terms and Conditions of WIPO Global Dissemination of IP Data Initiative (editor’s note; link to http://www.wipo.int/global_ip/en/ip_data_initiative/terms_and_conditions.html).

Definitions

In these terms and conditions:

“IP Data Products and Services” refer to (1) Data pertaining to Patents, Marks, Designs and Geographical Indications, deriving from applications to the PCT, Madrid, the Hague and Lisbon systems and (2) IP data of national or regional IP offices (IPOs) which the IPO has agreed to make available in the Bulk Data Services Facility.

“PCT” means the Patent Cooperation Treaty administered by WIPO.

“Madrid” means the international registration system of Marks governed by the Madrid Agreement and the Madrid Protocol.

“The Hague” means the international registration system of designs governed by the Hague Agreement.

“Lisbon” means the Lisbon Agreement for the protection of Appellations of Origin.

“PCT Data Products and Services” shall mean any PCT product (DVDs, hard disk, etc.) and services (provision of data over the internet, via web services, on ftp servers, etc.) containing data pertaining to international published patent applications filed under the PCT.

“WIPO Global Dissemination of IP Data Initiative” is WIPO’s initiative to promote global dissemination of IP data by international cooperation among IPOs and the International Bureau (“IB”) of WIPO to share and make accessible IP data on clear terms and conditions covering use, exchange, online publication and downloading.

“Bulk Data Services Facility” is a service provided by WIPO. It is the service under the Global Dissemination of IP data initiative to make IP data available in bulk under the present terms and conditions.

“The Subscriber” shall mean any party who purchased or subscribed to WIPO IP Data Products and Services including commercial entities, non-commercial entities and IP offices.

Grant of rights

WIPO allows the Subscriber to access and make use of data contained in the IP Data Products and Services under the terms and conditions described below. Subject to conditions set forth below, wherein the Subscriber shall have a worldwide and non-exclusive right to make the following uses of data contained in the IP Data Products and Services:

- to acquire, download and store the information in a searchable database;
- to copy, reformat, distribute, publish, transmit, make derivative works and display the information or provide digital extracts for users of the subscriber’s services;
- to authorize users of the subscriber’s services to access and use subsets of the information, including downloading, creating printouts, reproducing, reformatting, analyzing, printing and displaying such information;
- to internally redistribute or transfer subsets of the data or complete datasets to the subscriber’s subsidiaries, associated or affiliated companies, and members of the same group of companies;
- to copy and distribute printouts or digital extracts of information in connection with any of the above; and
- to redistribute data contained in those IP Data Products and Services marked as “redistributable without restriction” on WIPO’s web site.

Conditional Use

In making uses of data contained in those IP Data and Services marked as “conditional use,” the subscriber shall meet the following conditions:

- the subscriber shall only further redistribute data with "added value", not "as is";
- for data integrated into a web application, the Subscriber shall take the necessary technical measures to prevent the complete and easy bulk downloading of the data “as is” by users of the subscriber’s service on the Internet;
- the Subscriber shall be responsible for applying these terms and conditions to the redistributing of the data in bulk;
- the Subscriber shall only redistribute the data to known users.

While the Bulk Data Services Facility has no restriction to the volume of data to download, the web service provided by PATENTSCOPE has the following technical restrictions to ensure equitable and efficient access by many users worldwide:

- 10 retrieval related actions per minute from an individual IP address of a subscriber; and
- Unreasonable/excessive use may result in access being denied temporarily or permanently for a given user ID or IP address.

Prohibited Use

The subscriber shall not process or use data for the following purposes:

- to use or read out the supplied data sets for a commercial exploitation of addresses;
- to use the data in detriment to the protection of public and moral order; and
- to use the data for any fraudulent activity.

Subscription Fees

The provision of IP data via the IP Data Products and Services may be subject to a nominal fee to be charged to commercial and non-commercial subscribers. The fee shall be retained by the International Bureau of WIPO and used to partially offset administrative costs.

No fees shall be charged for the IPOs participating in the WIPO Global Dissemination of Data Initiative.

Level of service

Provision - The services are provided by WIPO on a “best efforts” basis, 24 hours per day, and 7 days per week. The services may be unavailable from time to time for scheduled maintenance or due to unforeseen circumstances. Information about service unavailability or maintenance will be published for users where possible.

Data Availability – Data in the Bulk Data Services Facility will not be subject to archiving or periodic removal of data.

Downloading data will be possible from the new Bulk Data Services Facility from the end of January 2016 and from the ftp server, with the proviso that the oldest data available on the ftp server is cleaned up in January every year.

Legal value and accuracy of data

With the exception of the image-based PDF version of published international applications under PCT, all IP data made available in the IP Data Products and Services do not have legal value. In particular, the data of PCT full text obtained by applying automatic optical character recognition procedures to the scanned images of the documents is not legally authentic.

Applicability / inapplicability of these terms and conditions

The Subscriber and User automatically accept these terms and conditions by the sole fact of using any IP Data Products and Services.

Intellectual property rights

Subject to these Terms and Conditions, WIPO and/or IP offices contributing their data to the WIPO Global Dissemination of IP Data Initiative own and reserve all the intellectual property rights on the IP data under the applicable laws and international treaties.

Liability

WIPO shall not be held liable for any or all uses of the data contained in these products, or any part thereof, that may affect or violate any patent, trade mark, copyright, trade secret, other intellectual property right or any legal right of any third party.

Reservation

WIPO reserves the right to discontinue, to issue, and to modify, at any time, the number, content, format, structure, and description of any or all of the data, contained in IP Data Products and Services. Any of such modifications shall take effect 90 days following posting of a notice on WIPO's web site for IP Data Products and Services and, following e-mail notification to the subscriber for IP Data Products and Services.

WIPO reserves the right to cancel the subscription of a subscriber who does not comply with the terms and conditions.

Moreover, WIPO reserves the right to modify, where applicable, the fee charged for the data upon e-mail notification at least 30 days in advance of said modification. In addition, WIPO makes every effort to ensure, but cannot guarantee, the accuracy and integrity of the data contained in these products and services.

Liability and force majeure

WIPO shall not be liable for any indirect, incidental, consequential, liquidated, special, punitive or exemplary damages or penalties to the subscriber, including, but not limited to, losses of business, revenue or profits, as a consequence of using any of the data contained in IP Data Products and Services. 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.

User identification and passwords (where applicable)

These terms and conditions are applicable to all user identification and passwords issued to the Subscriber, and accordingly, the Subscriber agrees to assume sole responsibility for compliance with these terms and conditions, of all uses associated with each and every user identification and password issued to them under these terms and conditions, and for maintaining the security respecting the user identification and passwords issued.

Subscriber name (where applicable)

Any change in the subscriber organizational trade name or in subscriber's business address shall be notified to WIPO as soon as possible following the change. WIPO will then modify the subscriber records to reflect the new trade name and/or business address.

Invoicing / payment (where applicable)

The cost of the subscription and the ways of payments to subscribe to IP Data Products and Services are detailed in the subscription form that the subscriber has to complete before being able, upon receipt of payment by WIPO, to use data contained in IP Data Products and Services. The subscriber will be invoiced the fee set forth on WIPO's website with payment due 30 days upon receipt of invoice. WIPO reserves the right to suspend the service to a delinquent account without prior notice. Should the subscriber be delinquent in the payment of any invoice, the subscriber shall be liable for all costs of collection incurred by WIPO, including without limitation, collection agency fees, any administrative related expenses and reasonable attorney's fees, as well as court costs.

Acknowledgment of source and disclaimers

The subscriber shall identify WIPO as the authentic source of any of the data contained in IP Data Products and Services. Any identification of WIPO as the source of data shall include the following (first) disclaimer: "The World Intellectual Property Organization (WIPO) bears no responsibility for the integrity or accuracy of the data contained herein, in particular due, but not limited, to any deletion, manipulation, or reformatting of data that may have occurred beyond its control."

Use of logo / trademark

The subscriber does not have the right to use the WIPO logo or acronym nor the PATENTSCOPE trademark (international registration number: 879539) unless it is specifically authorized by WIPO in writing after having sent a request to patentscope@wipo.int.

Modifications

WIPO reserves the right to modify these terms and conditions at any time. Any revised terms and conditions will be posted on WIPO's website. Modifications shall take effect immediately following posting of the new terms and conditions.

Termination of the agreement (where applicable)

This agreement may be terminated by either WIPO or the subscriber upon e-mail notification. Such termination will be deemed effective 60 days after the receipt of such notification by the party so notified.

Misuse/unauthorized use voids the terms and conditions and will result in immediate termination of the agreement.

Final agreement (where applicable)

This agreement, including these terms and conditions (and any revisions) and subscription form (where applicable) to IP Data Products and Services, constitutes the entire understanding between WIPO and the subscriber regarding the use of IP Data Products and Services.

Privileges and immunities

Nothing in or relating to the agreement and to these terms and conditions shall be deemed a waiver of any of the privileges and immunities of WIPO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 and with the provisions of the agreement between the Swiss Federal Council and WIPO to determine the organization's juridical status in Switzerland of December 9, 1970, and of the Implementation Arrangement of the same date related thereto.

Settlement of disputes

Any dispute, controversy or claim arising out of or relating to the agreement, or the breach, termination or invalidity thereof, that cannot be resolved by negotiation shall be submitted to conciliation in accordance with the UNCITRAL conciliation rules. The place of conciliation shall be Geneva. The language to be used in the conciliation shall be English. If, and to the extent that any such dispute, controversy or claim has not been settled pursuant to the conciliation within sixty (60) days of the commencement of the conciliation it shall, upon the filing of a request for arbitration by either party, be referred to and finally determined by arbitration in accordance with the UNCITRAL arbitration rules as at present in force. There shall be a sole arbitrator. The place of arbitration shall be Geneva. The language to be used in the arbitral proceedings shall be English.