



## STANDARDS AUSTRALIA PATENT POLICY

The following is a "code of practice" regarding patents covering, in varying degrees, the subject matters of standards and other technical documents published by Standards Australia.

Standards Australia's technical documents are prepared by technical and not patent experts; thus, they may not necessarily be very familiar with the complex international legal situation of intellectual property rights such as patents, etc.

Standards and other technical documents published by Standards Australia are voluntary; their objective is to ensure compatibility of technologies and systems on a worldwide basis. To meet this objective, which is in the common interests of all those participating, it must be ensured that the standard or other technical document, its applications, use, etc. are accessible to everybody.

It follows, therefore, that a patent embodied fully or partly in a standard or other technical document must be accessible to everybody without undue constraints. To meet this requirement in general is the sole objective of the code of practice. Any detailed arrangements arising from patents (licensing, royalties, etc.) are left to the parties concerned, as these arrangements might differ from case to case.

This code of practice may be summarised as follows:

1. Standards Australia is not in a position to give authoritative or comprehensive information about evidence, validity or scope of patents or similar rights, but it is desirable that the fullest available information should be disclosed. Therefore, any party participating in the work of Standards Australia should, from the outset, draw the attention of a relevant member of staff, such as a Standards Australia Project Manager or Stakeholder Engagement Manager, to any known patent or to any known pending patent application, either their own or of other organisations, although Standards Australia is unable to verify the validity of any such information.
2. If a standard or other technical document is developed and such information as referred to in paragraph 1 has been disclosed, four different situations may arise:

2.1 The patent holder is willing to not enforce its rights under the patent and is prepared to allow an unrestricted number of applicants on a worldwide, non-discriminatory basis to

make, use, and sell implementations of the patent as included in the standard or other technical document. The patent holder therefore will not require an implementer of the above document to sign a license agreement nor pay any fee or other compensation in respect of its patent.

2.2 The patent holder is willing to negotiate licences free of charge with other parties on a non-discriminatory basis on reasonable terms and conditions. Such negotiations are left to the parties concerned and are performed outside Standards Australia.

2.3 The patent holder is willing to negotiate licences with other parties on a non-discriminatory basis on reasonable terms and conditions. Such negotiations are left to the parties concerned and are performed outside Standards Australia.

2.4 The patent holder is not willing to comply with the provisions of either paragraph 2.1 2.2 or 2.3; in such case, the standard or other technical document shall not include provisions depending on the patent.

3. Whatever case applies (2.1, 2.2, 2.3 or 2.4), the patent holder has to provide a written statement to be filed at Standards Australia using the appropriate "Patent Statement and Licensing Declaration" Form. This statement must not include additional provisions, conditions, or any other exclusion clauses in excess of what is provided for each case in the corresponding boxes of the form.