

## **International DOI Foundation**

### **Patent Policy Statement for Registration Agencies Approved by the IDF Board June 2005**

#### **I. Introduction**

In pursuing the promotion of the DOI System, the International DOI Foundation (IDF) recognizes that it is in the best interest of its Members that its Registration Agencies be encouraged to improve and expand the DOI System, provided that adequate measures are taken to preserve the ability of the other Members to enjoy the benefits thereof. This Patent Policy Statement sets forth certain patent-related terms and conditions that apply to each Registration Agency of the IDF.

#### **II. Definitions and Capitalized Terms**

Unless specifically defined herein, capitalized terms used in this Patent Policy Statement shall have the meanings ascribed to them in the DOI Handbook (Version 4.2.0, dated February 5, 2005) and the Core DOI Specification (Version 1.0).

“Patent Rights” shall include all patents and similar intellectual property rights throughout the world, including provisional, continuation, continuation-in-part, reexamination, divisional, reissue and other applications for the same. Patent Rights that relate to components, features, activities, uses or applications of the DOI System shall constitute “DOI Patent Rights” and shall be classified as either “Essential DOI Patent Rights” or “Non-Essential DOI Patent Rights,” as follows:

“Essential DOI Patent Rights” shall mean DOI Patent Rights in any jurisdiction in the world that would necessarily be infringed by implementation of one or more features of the Core DOI Specification. A DOI Patent Right is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no non-infringing, commercially reasonable alternative for implementing the Core DOI Specification. Existence of a non-infringing alternative shall be judged based on the state of the art as of the filing date of the application for DOI Patent Rights; and

“Non-Essential DOI Patent Rights” shall mean all other DOI Patent Rights.

#### **III. Patent Rights Arising Out Of Working Group Activities**

Registration Agencies may develop Patent Rights in the course of their activities as participants in the Registration Agency Working Group or any other IDF

Working Group. In addition, the IDF may develop DOI Patent Rights through its work. Such DOI Patent Rights, whether Essential DOI Patent Rights or Non-Essential DOI Patent Rights, shall be licensed on a royalty-free, worldwide, non-exclusive license to any other Registration Agency or IDF Member in good standing. This obligation includes Patent Rights that the Registration Agency owns or has the right to license without obligation of payment or other consideration to an unrelated third party.

#### **IV. Registration Agency (RA) Patent Rights**

- A. A Registration Agency in good standing with the IDF may develop, hold, maintain, enforce, and otherwise exploit DOI Patent Rights, subject to the terms of this Patent Policy Statement. Within sixty (60) days after the filing in any jurisdiction of a patent application relating to a DOI Patent Right by or on behalf of a Registration Agency (or in the case of a new Registration Agency, within thirty (30) days after commencement of Membership in the IDF), such Registration Agency must notify the IDF in writing to that effect. The notice shall be accompanied by a copy of the applicable patent application. If clearly marked as “Confidential,” this application shall be treated as such by the IDF and other Registration Agencies until such time as its content is published or otherwise enters the public domain or becomes non-confidential, in accordance with Part IV of the Policy Statement.
- B. The disclosure obligations and procedures of Section IV.A. above extend to unpublished amended and/or added claims of a laid-open or published application relating to DOI Patent Rights.
- C. Each Registration Agency agrees to grant and hereby grants to the IDF and to all other Registration Agencies then in good standing with the IDF but only for so long as a Registration Agency maintains its good standing status, a worldwide, non-exclusive, royalty-free license under all Essential DOI Patent Rights presently held or hereafter acquired by the Registration Agency.
- D. In consideration of the mutual benefits bestowed upon Registration Agencies under this Policy Statement each Registration Agency shall make available its Non-Essential DOI Patent Rights to the IDF to other Registration Agencies in good standing and Members in good standing in accordance with commercially reasonable licensing terms and conditions. Such licensing terms and conditions shall be not less favorable than the most favorable terms and conditions offered by the Registration Agency to any other party.

- E. In consideration of the mutual benefits bestowed upon Registration Agency's under this Policy Statement if any Registration Agency fails to comply with the notice and disclosure requirements set forth in Section IV.A of this Patent Policy Statement with respect to Non-Essential DOI Patent Rights, then such Registration Agency agrees to grant and hereby grants to the IDF and to all Registration Agencies remaining in good standing with the IDF a worldwide, non-exclusive, royalty-free license to its DOI-related rights under such Non-Essential DOI Patent Rights, except to the extent that the same were timely disclosed under Section IV.A.

## **V. Confidentiality**

- A. The IDF and each Registration Agency that is a member thereof shall maintain in strict confidentiality each non-published patent application of another Registration Agency that relates to DOI Patent Rights and any non-public information acquired from the IDF, its Members, or the Registration Agencies. This obligation shall not apply to the extent the information so acquired is or has become available to the public through no fault of the Registration Agency; was known to the Registration Agency prior to the date on which the Registration Agency so acquires the information; or is or was received from a third party who was under no confidentiality obligation in respect of such information.
- B. Notwithstanding Section IV.A., the IDF or any Registration Agency may disclose any confidential non-published patent application or non-public information if compelled as required by law, order or regulation; or as in the event that any competent court, regulatory authority or governmental agency has ordered the same to be produced; *provided, however*, that the IDF or the Registration Agency provides notice to the affected party to permit the affected party to intervene if possible.
- C. The obligations concerning confidentiality shall survive termination of this Patent Policy Statement.

## **VI. Retroactive Effect**

This Patent Policy Statement shall apply with retroactive effect to all DOI Patent Rights existing on the effective date hereof, except that each Registration Agency has ninety (90) days after the first effective date of this Patent Policy Statement to comply with the disclosure requirements of Section III.A above with respect to all such existing DOI Patent Rights.

## **VII. Limitation on Liability**

NEITHER IDF NOR ANY REGISTRATION AGENCY OR OTHER MEMBER SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL,

CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS PATENT POLICY STATEMENT, EVEN IF THE PERSON OR ENTITY CONCERNED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **VIII. Miscellaneous**

This Patent Policy Statement is to be governed by, and construed in accordance with, the laws of the State of Delaware. The English version of this Patent Policy Statement constitutes the only official version. By publication of this Patent Policy Statement, no position is taken by IDF with respect to the validity or invalidity of any claim relating to any DOI Patent Right held by any Registration Agency. Except for the IDF's notice obligations set forth in Section IV.A of this Patent Policy Statement, the IDF is not responsible for identifying any Non-Essential DOI Patent Rights for which a license may be required to utilize the DOI System or for any non-disclosure of patent rights held or controlled by a Registration Agency (or conducting inquiries into the legal validity or scope thereof) that is brought to the IDF's attention. IDF reserves the right at any time to amend, modify, supplement or repeal this Patent Policy Statement, in whole or in part, by further action of the IDF Board of Directors and the IDF Members.