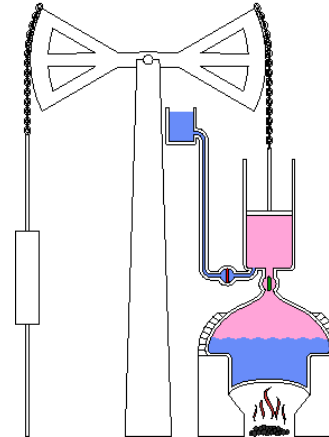


Intellectual Property Rights und offene Standards



AUSTRIAN
STANDARDS



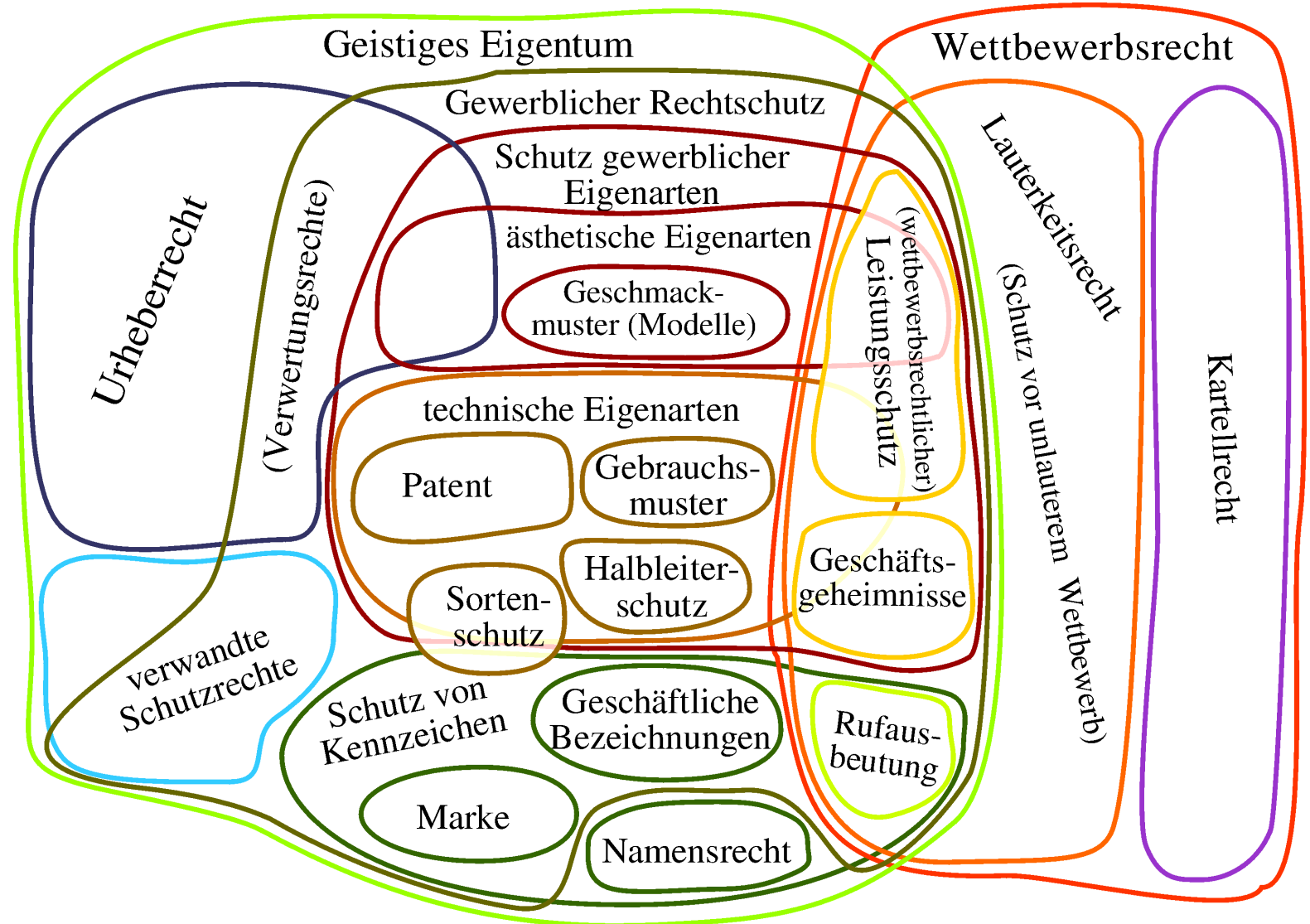
Driven by Making Sense

Dr. Karl Grün, Austrian Standards



IPR ist mehr als Patent

IPR = Geistige Eigentumsrechte



Anteil von Standards/Patenten am Bruttoinlandsprodukt (GDP)

Impact	Germany 1960-1990	France 1960-1990	France 1950-2007
GDP	3.30%	4.01%	3.43%
<i>Capital input</i>	<i>1.60%</i>	<i>1.75%</i>	<i>1.52%</i>
<i>Labour Input</i>	<i>0.20%</i>	<i>0.25%</i>	<i>0.24%</i>
Contribution of factors	1.80%	2.00%	1.76%
Contribution of standards	0.90%	0.93%	0.81%
Contribution of patents	0.10%	1.23%	1.21%
Contribution of licences	0.50%		
Contribution of remaining TFP		- 0.16%	- 0.35%

Source: Knut Blind, Hariolf Grupp, and Andre Jungmittag (2000), "The Influence of Innovation and Standardization on the Macroeconomic Development in Germany" and their calculations.

Offene Standards

entwickelt und angenommen von anerkannten Standardisierungsorganisationen wie ISO, IEC, CEN, CENELEC.

entwickelt, ohne dass die zugrunde liegende (dominante bzw. proprietäre) Technologie für die Implementierung des Standards erforderlich ist – „technologieneutral“

Offene Standards bieten den Anwendern extreme Flexibilität, wenn sie eigene Lösungen konform mit dem Standard entwickeln und ihr Geschäft ausbauen ohne von anderen technologisch abhängig zu sein

und proprietäre Standards

entwickeln sich aus einer Produktlinie oder aus spezifischen Anbieterbeispielen

basieren auf einer (dominanten bzw. proprietären) Technologie, die von einer einzigen Firma (exklusiv) angeboten wird

Die Gefahr ist, dass ein einzelner Anbieter die vollständige Kontrolle über die Funktionalität und Nutzung des mit dem Standard konformen Produkts hat. (*marktbeherrschend Position*)

License granted “free of charge”

License granted € at FRAND conditions

License not granted

Licensing declaration:

The patent or other IPR Holder believes that it holds granted and/or pending applications for intellectual property rights such as Patents, utility models or semiconductor topographies, the use of which would be required to implement the above document and hereby declares, in accordance with the Common Patent Policy adopted by CEN and CENELEC, that (check one box only):

1. The Patent or other IPR Holder is prepared to grant a free of charge license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and under other reasonable terms and conditions to make, use, and sell implementations of the above document.
Negotiations are left to the parties concerned and are performed outside CEN or CENELEC.

Also mark here ___ if the IPR Holder's willingness to license is conditioned on reciprocity for the above document.

Also mark here ___ if the IPR Holder reserves the right to license on reasonable terms and conditions (but not free of charge) to applicants who are only willing to license their patent claims, whose use would be required to implement the above document, on reasonable terms and conditions (but not free of charge).

2. Patent or other IPR Holder is prepared to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on reasonable terms and conditions to make, use and sell implementations of the above document.
Negotiations are left to the parties concerned and are performed outside CEN or CENELEC.
Also mark here ___ if the IPR Holder's willingness to license is conditioned on reciprocity for the above document.

3. The Patent or other IPR Holder is unwilling to grant licenses in accordance with provisions of either 1 or 2 above.
In this case, the following information is strongly desired by CEN and CENELEC as part of this declaration:
- granted patent number, patent application number (if pending), or registration number;
 - an indication of which portions of the above document are affected;
 - a description of the claims covering the above document.

Free of charge: The words “free of charge” do not mean that the IPR Holder is waiving all of its rights with respect to the essential intellectual property right. Rather, “free of charge” refers to the issue of monetary compensation; *i.e.*, that the Patent or other IPR Holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Patent or other IPR Holder in this situation is committing to not charging any monetary amount, the Patent or other IPR Holder is still entitled to require that the implementer of the above document sign a license agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, etc.

Reciprocity: As used herein, the word “reciprocity” means that the IPR Holder shall only be required to license any prospective licensee if such prospective licensee will commit to license its essential patent(s) or essential patent claim(s) for implementation of the same above document free of charge or under reasonable terms and conditions.

Beispiel ISO 18646-4, Wearable Robots

Known patented items (see ISO/IEC Directives, Part 1 for important guidance)

Yes No

If "Yes", provide full information as annex

Robotics — Performance criteria and related test methods for service robots — Part 4: Wearable robots

1 Scope

This International Standard describes methods of specifying and evaluating the performance of wearable robots.

The International Standard only applies to wearable robots,

- for lumbar support
- for upper limbs support

This standard applies regardless of the purpose and application of wearable robots and the driving methods (e.g. electric, hydraulic, pneumatic, etc.).

This International Standard is not intended for the verification or validation of safety requirements.



Licensing declaration:

The Patent Holder believes that it holds granted and/or pending applications for Patents, the use of which would be required to implement the above document and hereby declares, in accordance with the Common Patent Policy for ITU-T/ITU-R/ISO/IEC, that (check one box only):

1. The Patent Holder is prepared to grant a Free of Charge license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and under other reasonable terms and conditions to make, use, and sell implementations of the above document. Negotiations are left to the parties concerned and are performed outside the ITU-T, ITU-R, ISO or IEC.
Also mark here ___ if the Patent Holder's willingness to license is conditioned on Reciprocity for the above document.
Also mark here ___ if the Patent Holder reserves the right to license on reasonable terms and conditions (but not Free of Charge) to applicants who are only willing to license their Patent, whose use would be required to implement the above document, on reasonable terms and conditions (but not Free of Charge).
2. The Patent Holder is prepared to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on reasonable terms and conditions to make, use and sell implementations of the above document. Negotiations are left to the parties concerned and are performed outside the ITU-T, ITU-R, ISO, or IEC.
Also mark here if the Patent Holder's willingness to license is conditioned on Reciprocity for the above document.
3. The Patent Holder is unwilling to grant licenses in accordance with provisions of either 1 or 2 above. In this case, the following information must be provided to ITU, and is strongly desired by ISO and IEC, as part of this declaration:
- granted patent number or patent application number (if pending);
 - an indication of which portions of the above document are affected;
 - a description of the Patents covering the above document.

Free of Charge: The words "Free of Charge" do not mean that the Patent Holder is waiving all of its rights with respect to the Patent. Rather, "Free of Charge" refers to the issue of monetary compensation; *i.e.*, that the Patent Holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Patent Holder in this situation is committing to not charging any monetary amount, the Patent Holder is still entitled to require that the implementer of the same above document sign a license agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, warranties, etc.

Reciprocity: The word "Reciprocity" means that the Patent Holder shall only be required to license any prospective licensee if such prospective licensee will commit to license its Patent(s) for implementation of the same above document Free of Charge or under reasonable terms and conditions.

Patent: The word "Patent" means those claims contained in and identified by patents, utility models and other similar statutory rights based on inventions (including applications for any of these) solely to the extent that any such claims are essential to the implementation of the same above document. Essential patents are patents that would be required to implement a specific Recommendation | Deliverable.

Assignment/transfer of Patent rights: Licensing declarations made pursuant to Clause 2.1 or 2.2 of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC shall be interpreted as encumbrances that bind all successors-in-interest as to the transferred Patents. Recognizing that this interpretation may not apply in all jurisdictions, any Patent Holder who has submitted a licensing declaration according to the Common Patent

Auswirkungen einer Patenterklärung

1. Unternehmen **A** erzeugt ein Produkt und möchte den Standard anwenden
2. Standard enthält eine patentierte Technologie des Unternehmens **B**, die für die Anwendung essentiell ist
3. Unternehmen **A** benötigt Lizenz von **B** für die Verwendung der patentierten Technologie

Aufgrund der Patenterklärung hat Unternehmen **B** (und Rechtsnachfolger) sich verpflichtet, Lizenz zu FRAND-Bedingungen zu gewähren

Beide Parteien verhandeln die Lizenzbedingungen – Standardisierungsorganisation hat dabei keine Rolle!



List of patent declarations received by CEN-CENELEC

List of patent declarations received by CEN and CENELEC



This document is provided purely for information.

Please note that the CEN-CENELEC Management Centre gives no guarantee as to the completeness or correctness of the information supplied. You may however assume that any information not included, is not available.

All the information included in the current list have been provided by the patent or other IPR holder through the Declaration Form. CEN and CENELEC do not themselves verify the accuracy or veracity of the information supplied.

The essentiality of the patents included in this list has been declared by the patent or other IPR holder. In those cases where the essentiality has been determined by a different entity, this information is provided in the column below under the title "Relevant ADR or Court decision".

CEN-CENELEC Guide 8, [CEN-CENELEC Guidelines for Implementation of the Common IPR Policy \(Patents and other statutory intellectual property rights based on inventions\)](#), defines the common CEN and CENELEC policy in relation to IPR issues and

Lists of patent declarations received by ISO and IEC are available for consultation here: http://www.iso.org/iso/standards_development/patents and <http://patents.iec.ch/>

Date of declaration	Technical Body	Company	Type of licence declared by the patent or other IPR holder 1 ▶ "free of charge" 2 ▶ FRAND condition!	Copy of declaration	European Standard	Relevant standard clauses	Patent number	Patent status	Relevant ADR or courts decision
2020-04-20	TC 51	Aalborg Portland Holding	2	ftp://ftp.cencenelec.eu/EN/IPR/Patents/FprEN%20197-5_2020_Licensing%20Declaration_Aalborg%20Portland%20Holding%20AS.pdf	FprEN 197-5		EP2429966	Granted	
2019-01-22	TC 23H	Stäubli Electrical Connectors AG	1900-01-02	ftp://ftp.cencenelec.eu/EN/IPR/Patents/prEN50696_2019_Licensing%20Declaration_St%C3%A4ubli.pdf	FprEN 50696		CN102315545 EP2393165 US8636527 WO2016162364	Granted Granted Granted Pending	
2018-11-05	TC 136	Christofer Born	2	ftp://ftp.cencenelec.eu/EN/IPR/Patents/EN%2017164_2018_Licensing%20Declaration_Born%20Christofer.pdf	EN 17164:2018		Germany: 10 2009 040 133.4 20 2013 004 639.2 20 2014 007 631.6		
2018-01-08	ASD-STAND3	GMT Gummi-Metal-Technik GmbH			EN 4691-2:2018		USA: US 8371767; China: CN 10104431; Japan: JP 4885140; Russia: RU 2389914;		



PATENT DECLARATIONS

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Please note that IEC Central Office makes no guarantee as to the completeness or correctness of the information supplied. However, you may assume that if information is not included (for example, the patent number, or the IEC standard concerned), that information is not available.





The numbers, versions, publication dates and amendments of the International Standards to which each patent declaration applies have been recorded as provided by the declarer.

Also refer to the [Guideline for Implementation of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC](#) and to AC/10/2007.

Status on 2021-3-10   This document is provided purely for informational purposes.

Search: Year Company Committe IEC Standard License Free text

Previous 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 ... Next

Date	Company	Committe	IEC Standard	License	Files
2021-02-25	ODVA/Rockwell Automation	TC 65/SC 65C	IEC 61784-3-2 2016	2	
2021-02-24	NHK(Japan Broadcasting Corporation)	TC 110	IEC 62977-3-6	1	
2021-01-18	Andreas Stihl AG Co.KG	TC 116	IEC 62841-4-5	2	
2021-01-14	Husqvarna AB	TC 116	IEC 62841-4-5	2	
2020-12-17	BKS Engineering AG	TC 48/SC 48B	IEC 63171-4	2	
2020-12-11	Shengyi Technology LTD	TC 91	IEC 61189-2-501	1	

ISO STANDARDS AND PATENTS

At its meeting in March 2006, Council approved a common patent policy between ISO, IEC and ITU and requested that this be supplemented by common implementation guidelines and a common patent statement and licensing declaration form. These latter elements were approved by the Technical Management Board and the equivalent bodies in IEC and ITU in February 2007.

Below are the documents related to this agreement:

- [ISO/IEC/ITU Common Patent policy](#)
- [Guidelines for Implementation of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC](#)
- [Patent Statement and Licensing Declaration of ITU-T/ITU-R Recommendation | ISO/IEC Deliverable \(Form template available in Word and PDF format\)](#)

Patent declarations submitted to ISO are listed in a spreadsheet accessible via the link below.

Notes:

- This spreadsheet is made available for information purposes only.
- The references to patents/patent applications have been included as notified to the ISO Central Secretariat by patent holders.
- ISO does not verify the veracity or accuracy of the information nor the relevance of the identified patents/patent applications to ISO Standards.
- Please note that the option 2 column for licensing declaration as well as information on reciprocity have been added for those declarations dated 2013-01-22 onward.
- Copies of patent declarations dated 2013-09-13 onward are available in their entirety.
- For texts jointly developed with IEC or ITU-T, please see also IEC or ITU-T patent database.

[Download patent declarations submitted to ISO \(excel spreadsheet\)](#)

<https://www.iso.org/iso-standards-and-patents.html>

https://patents.iec.ch/iec/pa.nsf/pa_h.xsp?v=0

ETSI IPR ONLINE DATABASE – REQUESTING FOR A USER ACCOUNT

A specific user account is required for making online IPR declaration to ETSI. Please click on the [Sign Up](#) link to request for such a user account. If you already have user account please click on [Login](#).

ETSI IPR ONLINE DATABASE -- DISCLAIMER

NO REPRESENTATIONS AND/OR WARRANTIES (WHETHER EXPRESS OR IMPLIED) ARE MADE BY THE ETSI SECRETARIAT REGARDING ANY OF THE INTELLECTUAL PROPERTY RIGHTS CONTAINED IN THE PRESENT IPR ONLINE DATABASE, INCLUDING BUT NOT LIMITED TO THE ACCURACY, COMPLETENESS, VALIDITY, APPLICABILITY OR RELEVANCE OF THE INFORMATION OR WHETHER OR NOT SUCH RIGHTS ARE ESSENTIAL AS PER THE DEFINITION OF THE ETSI IPR POLICY.

The bibliographic data of the declared patents are based on the information received from declarants and may also contain data imported from the patent database "EspaceNet" of the European Patent Office. FOR THE AVOIDANCE OF DOUBT, IN CASE OF DISCREPANCY AND/OR INCONSISTENCY BETWEEN THE CONTENT OF ANY ETSI IPR LICENSING DECLARATION FORM SIGNED BY THE DECLARANT*, AND OF THE ETSI IPR ONLINE DATABASE, THE SIGNED VERSION OF THE ETSI IPR LICENSING DECLARATION FORM SHALL PREVAIL.

PRIOR TO MAKING A PATENT LICENSING DECISION AND IMPLEMENTING ANY BASIS PATENT AND/OR MEMBER OF A PATENT FAMILY CONTAINED IN THE PRESENT IPR ONLINE DATABASE, POTENTIAL LICENSEES SHALL ALWAYS CONTACT THE DECLARANT.

* A scanned version of the ETSI IPR Licensing Declaration Form signed by the Declarant is available in the ETSI IPR Online Database under "InitDecl".

I have read the terms upon which the present information is made available.

Beispiel: EN 1501-1, Abfallsammelfahrzeuge - Allgemeine Anforderungen und Sicherheitsanforderungen - Teil 1: Hecklader

Einleitung

Diese Europäische Norm ist eine Typ C-Norm, nach EN ISO 12100:2010.

Die betreffenden Maschinen sowie das Ausmaß, in dem Gefährdungen, gefährliche Situationen und gefährdende Ereignisse behandelt werden, sind im Anwendungsbereich dieser Europäischen Norm angegeben.

Der Anwender wird auf die Möglichkeit hingewiesen, dass bezüglich eines in EN 1501-1 dargestellten Fahrzeugs die Verwendung einer durch **Patentrechte** geschützten Erfindung erforderlich sein kann, um Übereinstimmung mit dieser Europäischen Norm zu erzielen.

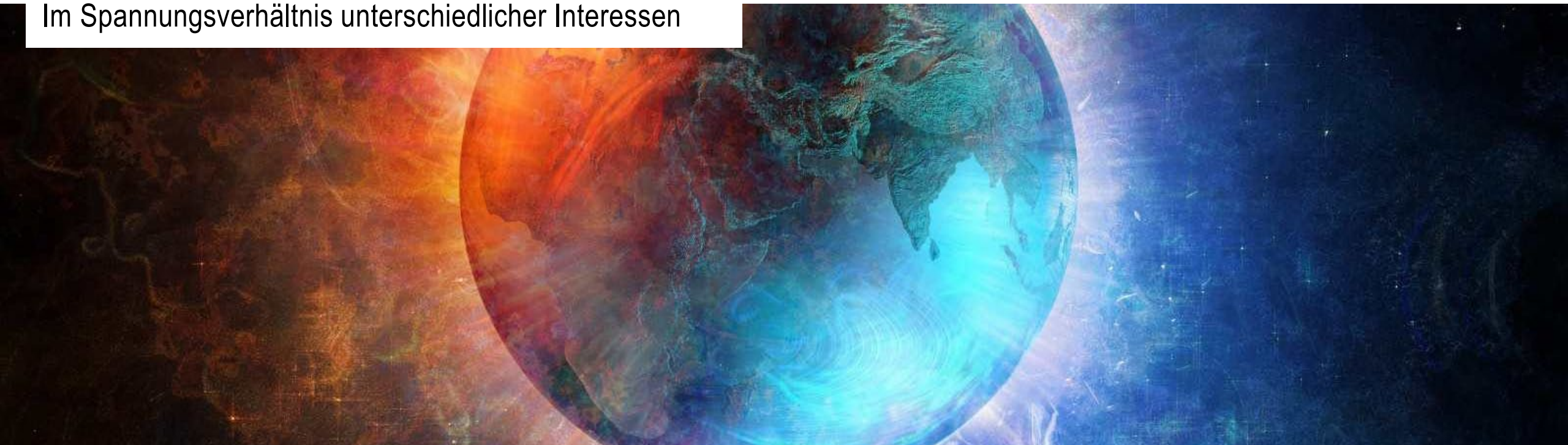
Durch Veröffentlichung dieses Teils der EN 1501 wird kein **Standpunkt** hinsichtlich Gültigkeit dieses Anspruchs oder irgendwelcher damit in Verbindung stehender **Patentrechte** vertreten. Jedoch haben alle in diesem Anhang aufgeführten **Patentinhaber** dem Europäischen Komitee für Normung — CEN — eine Erklärung bezüglich ihrer Bereitschaft eingereicht, den Antragstellern, die eine derartige Lizenz zu erhalten wünschen, diese Lizenz nach den Rechten, die sie daran haben, zu vernünftigen und nicht diskriminierenden Bedingungen zu gewähren.

Informationen zu **Patenten** bezüglich der Einschränkungen beim Rückwärtsfahren von ASF bei besetztem Trittbrett können angefragt werden bei:

GEESINK B.V.
Betonweg 8
P.O. Box 52
8300 AB Emmeloord
NETHERLANDS

Patentinhaber vs. Anwender von Standards

Im Spannungsverhältnis unterschiedlicher Interessen



Patentinhaber vs. Anwender von Standards: “Ambush”

Entwicklungsphase des Standards:

- Patentinhaber nimmt an der Entwicklung des Standards teil UND hält Informationen über sein essentielles Patent zurück

Standard am Markt:

- Patentinhaber behauptet, dass seine Patentrechte durch die Verwendung des Standards verletzt werden, und fordert von Anwender des Standards finanzielle Kompensation

Täuschendes und intransparentes Verhalten!

CEN-CENELEC Guide 8 ermutigt alle Experten, nach bestem Wissen essentielle Patente offenzulegen bzw. darüber zu informieren (Mitbewerberbeobachtung)



Patentinhaber vs. Normanwender? “sharks / trolls”



Patentinhaber ist kein Teilnehmer im Normungsgremium, daher nicht verpflichtet, CEN-CENELEC Patent-Politik anzuerkennen

Patentinhaber behauptet, dass sein Patentrecht durch die Verwendung des Standards verletzt wird

Schwieriges Szenario!

Patente von Nicht-Teilnehmenden sollten so früh wie möglich erkannt werden, Vereinbarungen können nachträgliche gemacht werden

CEN-CENELEC Guide 8: Experten legen nach bestem Wissen essentielle Patente offen bzw. darüber zu informieren

Patentinhaber vs. Anwender von Standards: “Royalty stacking”

Für **einen** Standard sind mehrere Lizenzgebühren für mehrere Standards Essential Patents an verschiedene Patentinhaber zu zahlen

Mehrere Lizenzgebühren können:

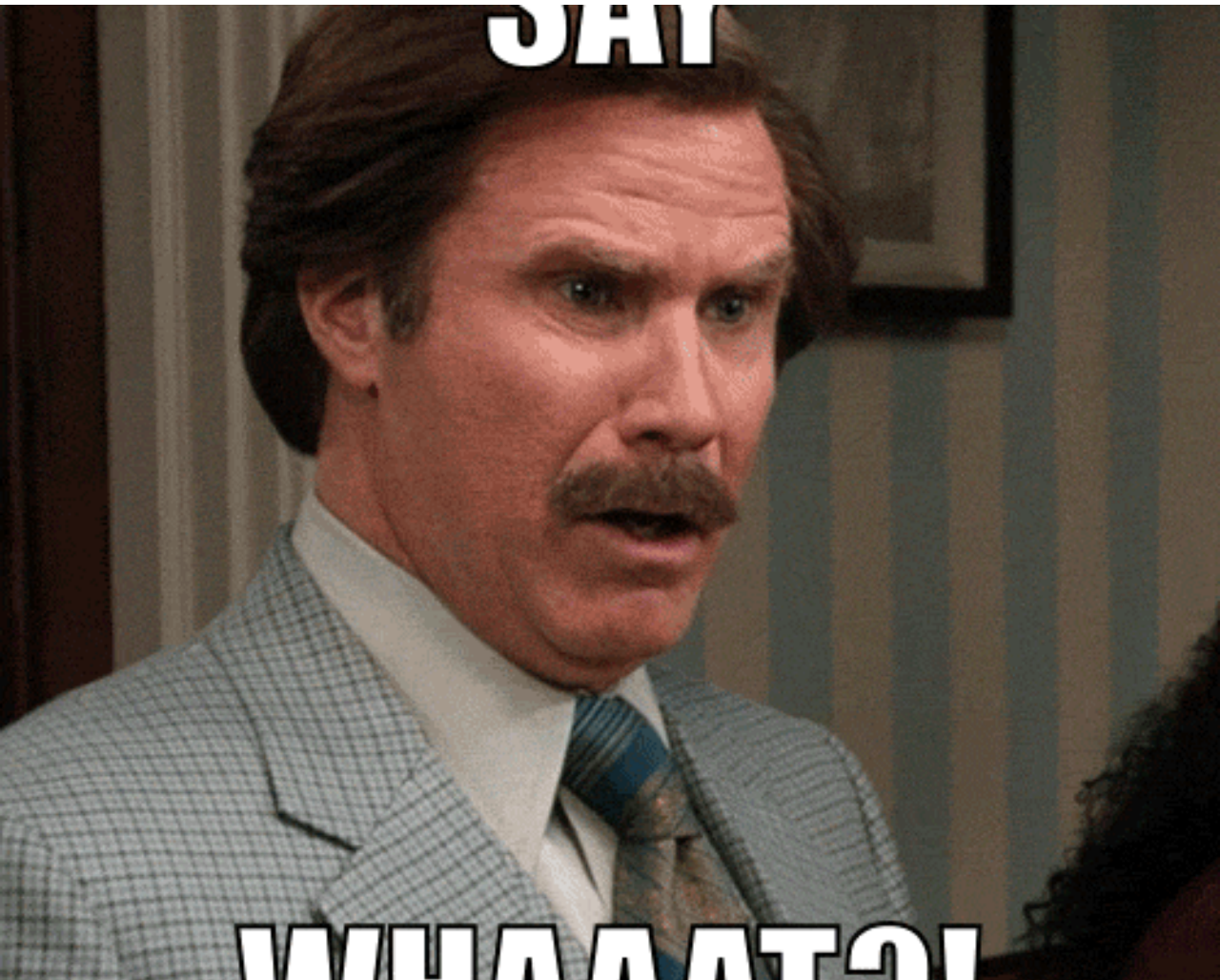
- für die Anwendung des Standards hinderlich sein
- negative Effekte auf den Preis nachgelagerter Produkte haben

Mehrere Lösungen

- Patent-Pooling, wechselseitige Lizenzvergaben, ...



Patentinhaber vs. Anwender von Standards: “Hold-up”



Patentinhaber verlangt eine höhere Lizenzgebühr als er verhandeln hätte können, wenn das Patent für die Anwendung des Standard nicht essentiell wäre

FRAND Bedingungen? Viele Gerichtsverfahren ...

Sache der Wahrnehmung:

- Was für “A” vernünftig sein kann, muss für “B” nicht gelten

Sache der Zeit:

- Was heute ein fairer Preis ist, muss es morgen nicht sein

Patente: ein Thema für Open Standards Bodies?



Zunahme von Erklärungen für SEPs

Gerichtsverfahren (über 70 große Verfahren weltweit!)

Gebührenberechnung bei FRAND:

- Kleinste verkaufsfähige Einheit
- FRAND als “comity device”, um Lizenzverhandlungen in gutem Glauben zu fördern
- Unsichere Lizenzsituation in der Lieferkette (bestehende Lizenzen / durchgehende Rechte).
- Transfer von Rechten auf essentielle Patente (Fragmentierung?)

Versuch(e), Klarheit in FRAND zu bringen

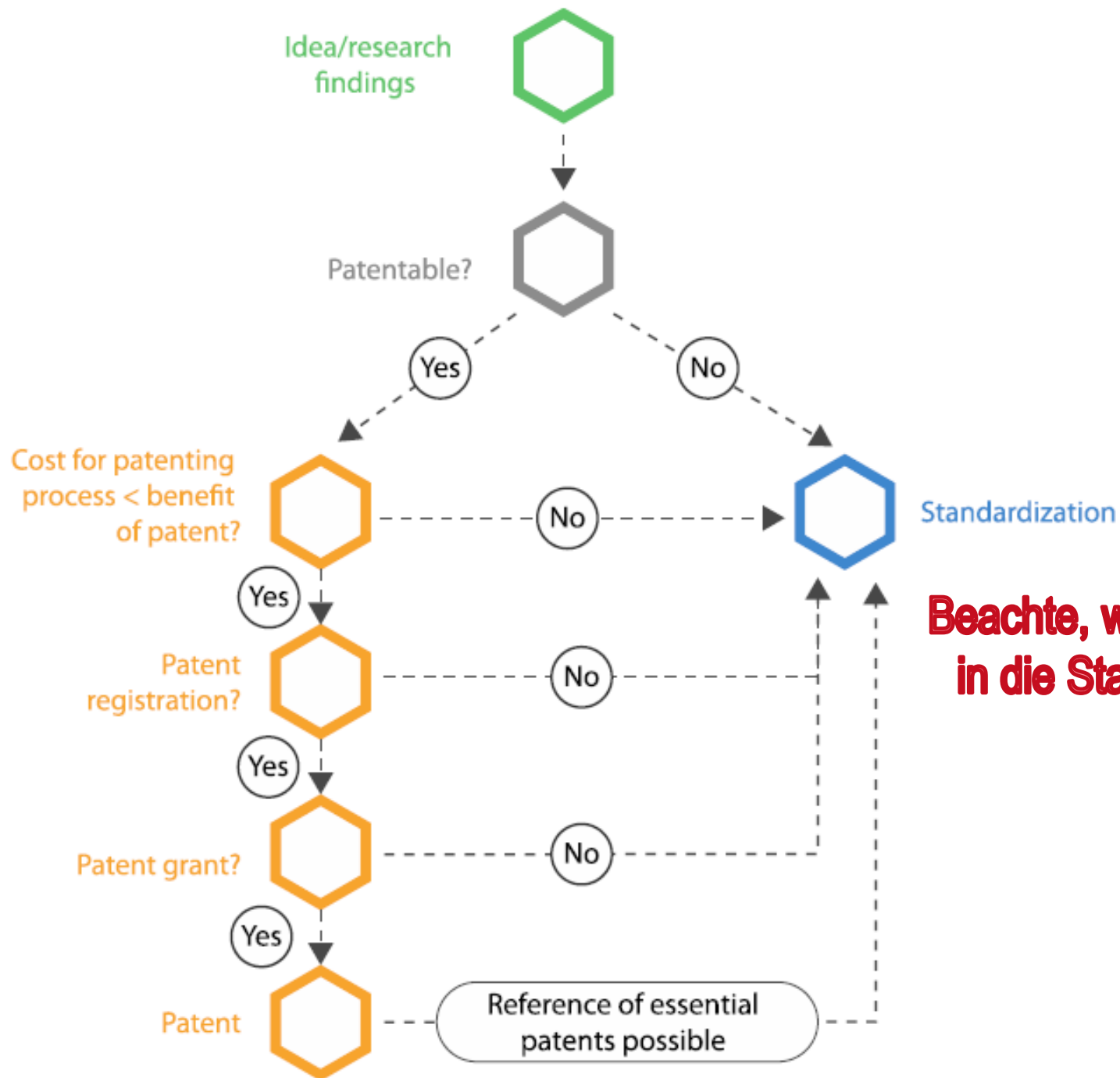
- CEN and CENELEC Workshop, initiated by Nokia and IP-Europe, published CWA “Principles and guidance for licensing Standard Essential Patents in 5G and the Internet of Things (IoT), including the Industrial Internet”

<https://www.cencenelec.eu/news/workshops/Pages/WS-2019-013.aspx>

- CEN and CENELEC Workshop, initiated by the Fair Standards Alliance and ACT | The App Association, published its CWA “Core Principles and Approaches for Licensing of Standard Essential Patents“

<https://www.cencenelec.eu/news/workshops/Pages/WS-2019-014.aspx>





Beachte, wann die zu patentierende Lösung in die Standardisierung eingebracht wird! („Neuheit“)

Alternative Lösungen zu Standards Essential Patents



Anforderungen sollten in Standards vorrangig durch Leistungsmerkmale anstelle konstruktiver/beschreibender Merkmale ausgedrückt werden.

Dies ermöglicht ein Optimum an technischer Entwicklung und senkt die Gefahr unerwünschter Auswirkungen am Markt, zB Barrieren für innovative Lösungen.

BEISPIEL: Um Anforderungen an einen Tisch festzulegen gibt es verschiedene Ansätze:

Design-Anforderungen: Der Tisch besteht aus vier Holzbeinen.

Leistungsmerkmale: Der Tisch muss <Stabilitäts-/Belastungskriterien> aushalten.

Alternative Lösungen zu Standards Essential Patents

Im Forschungsprojekt wurden Anforderungen erhoben

- Auf deren Basis wurde eine neuartige Lösung entwickelt, die patentrechtlich geschützt ist
- Anstatt in den Standard das (Standard Essential) Patent einzubringen, die Anforderungen in den Standard als Leistungsmerkmale zu positionieren

Dies ermöglicht alternative, mit dem Standard konforme Lösungen („fairer Wettbewerb der Ideen“)

Gleichzeitig hat der Patentinhaber einen Startvorteil gegenüber Mitbewerbern („Return on Innovation“)



Return on Innovation




Im Forschungsprojekt wurden Anforderungen erhoben

- auf deren Basis wurden weitere Services wie z. B. Trainingsmaterial (Copyright) entwickelt
- In einem Standard Schulungsanforderungen festlegen, z. B. Schulungsumfang, zu vermittelnde Lehrinhalte

Dies ermöglicht alternative, mit dem Standard konforme Lösungen

Gleichzeitig hat der Owner des Trainingsmaterials ein Startvorteil gegenüber Mitbewerbern („Return on Innovation“)

Schlussfolgerungen



Conclusions

- Prüfe, ob deine Technologie und dein Geschäftsmodell durch Standards beeinflusst wird – wo können Standards unterstützen
- Prüfe, ist der anzuwendende Standard ein offener – “no patents inside” – oder ein proprietärer
- Sei bewusst, wie Standards/Standardisierung für Dein Geschäft von Vorteil sein kann – es ist mehr als ein “Haufen Papier”!
- Berücksichtige für das Produkt, Verfahren, System Standards/Standardisierung in der
 - Entwicklungsphase,
 - IP-Policy, Exploitation-Strategie
 - Go-to-Market-Strategie



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Besuchen Sie auch
<https://www.standardsplusinnovation.eu/>