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22 October 2007

MSOOXML

Patent position

MSOOXML is the office file format derived from Microsoft Corporation's Office 2007 program. Work on it began at Ecma International in December 2005 and it was approved as Ecma 376 a year later. It is currently being fast-tracked through JTC1 as DIS 29500. It will be considered at a Ballot Resolution Meeting starting on Monday 25 February 2008 in Geneva. If it is approved, it will become an ISO/IEC standard in 2008 or 2009.

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Summary

1. Microsoft Corporation (MSFT) claims that compliance with Ecma 376 requires the use of its patents, although it has declined to give any details. It has stated publicly many times that its OSP (see below), which is available on its website, gives a covenant that it will not sue anyone for using its patents to implement Ecma 376.
2. If that was true, that would be fine. But unfortunately, the situation is quite unclear (paras 20-21 below). While MSFT has completed the relevant form (Appendix 3) for ISO/IEC, ticking Box 1, which indicates that it is willing to negotiate a free licence with any interested party, there are a number of questions open for answer:
 - MSFT claims that implementation of the standard requires the use of its patents, but refuses to give any specifics;
 - MSFT claims that the OSP allows developers to use its patents freely to implement the standard, but if you read it, it plainly does not;
 - JTC1 and ISO decline to get involved, saying simply that MSFT has signed and submitted the required form;
 - there appears to be no ISO/IEC process for considering whether the standard needs to be drafted in such a way that it requires MSFT patents, despite the statement in the Directives that patented technology should only be used exceptionally;
3. the Convenor of the BRM has stated that he does not intend to allow discussion of patent issues at the BRM.

Introduction

4. Office documents are stored as “files” on computer disks (or sometimes other media, such as tape back-up). The way the information is stored is determined by the “file format”. Today the *de facto* standard for these file formats are the proprietary formats used by MS Office. MSFT currently has over 90% of the market with various versions of Office.
5. Office 2007 for the first time uses a non-proprietary standard. It claims to use Ecma 376, a standard published by Ecma International (Ecma) in 2006.
6. In its marketing materials (aimed at large companies to persuade them to join the organization and pay its large annual fees) Ecma claims that it “offers a path which will minimise risk of changes to input specs” and “through which standards are made available on time”. This is considered by most people involved in standards work to represent the antithesis of what standards setting is supposed to be about: patient, collaborative work, trying to find the best technical solutions.

7. The three most prestigious international standards bodies are the International Organization for Standardization (ISO), the International Electrotechnical Commission (IEC) and the International Telecommunication Union (ITU). ITU was founded (as the International Telegraph Union) in 1865, IEC in 1906, and ISO in 1947. All are effectively inter-governmental organizations, in that member governments decide which “National Body” (NB) shall represent them. ITU deals with telecom related standards, IEC with a wide range of “high tech” standards in electronic and related areas, and ISO deals with everything else. In some areas IEC and ISO act jointly through Joint Technical Committee 1 (JTC1).
8. Ecma 376 was submitted to JTC1 as DIS 29500 in April 2007 on the “fast-track” procedure for adoption as an ISO/IEC standard. During the initial five month period when it was available for review by NBs several thousand comments were submitted. These will now be considered at the “Ballot Resolution Meeting” (BRM) arranged to start on Monday 25 February 2008.
9. It is possible that compliance with a standard may require the use of patented technology. In principle, this could be used to buttress a monopoly position. If company X held the relevant patents, then no competitor would be able to produce a product complying with the standard without getting a licence from X. If X refused to grant licenses, then no one would be able to compete.
10. It is possible that compliance with a standard may require the use of patented technology. For this reason standards bodies normally seek to exclude patented material from their standards, or, if that is not possible, to ensure that licenses will be generally available.
11. This is relevant to DIS 29500, because MSFT has claimed that it has numerous patents covering material in the specification, although it has declined to give any details.

ISO/IEC Requirements

12. ISO, IEC and ITU work together on patent requirements. The latest policy was announced on 19 March 2007 (Appendix 1) and is given in Appendix 2. It sets out two circumstances in which a standard may depend upon a patent: the patent holder is willing to license the technology without charge (2.1); or the patent holder is willing to license for a fee but on a “non-discriminatory basis on reasonable terms” (2.2).
13. This is reflected in the form (Appendix 3) which patent-holders are required to complete. They have to tick box 1 (free licensing) or box 2 (non-discriminatory reasonable licensing) for the standard to be acceptable. According to the ISO Secretariat, MSFT has completed this form for DIS 29500 and ticked box 1 (free licensing). The last page of the form is “optional” and allows the patent holder to give details of the relevant patents.
14. The JTC1 Directives govern how JTC1 operates (Appendix 4). Clause 10.3 simply says that the ISO/IEC Directives govern the use of patents. Clause 2.14.1 of the ISO/IEC Directives

effectively bar standards from using patented technology unless “in exceptional situations, technical reasons justify such a step”.

15. Clause 2.14.2 a) requires that “any party involved in the preparation of a document shall draw the attention of the committee to any patent rights of which it becomes aware during any stage of the development of the document”. Annex F requires the final version to include a brief description of the patents “... it is claimed that compliance with this document may involve the use of a patent concerning (... subject matter ...) given in (... subclause ...)”.

16. IBM, MSFT and Sun have moved towards using a “covenant not to sue”. This has three advantages for potential users of the patented material:

- (1) there is no royalty to pay;
- (2) the precise terms are the same each time (MSFT maintains a web page which gives the “Open Specification Promise” followed by all the standards and other specifications to which it applies);
- (3) there is no uncertainty and no time needed to negotiate a licence agreement.

17. MSFT claims that it offers competitors three alternatives (at their option) in relation to Ecma 376 (and that it will do the same for DIS 29500 if it is approved):

- (A) the Covenant Not to Sue (CNS), the precursor to the OSP;
- (B) the Open Specification Promise (OSP); and
- (C) the Reasonable And Non-Discriminatory license (RAND).

18. Evidently the CNS and the OSP correspond to Box 1 on the ISO/IEC form, which is the box that MSFT ticked. Their wording is essentially the same and is set out in Appendix 5 - and discussed below.

Discussion

19. Four issues arise:

- (1) is the OSP effective for Ecma 376 and would it be effective in relation to DIS 29500 if that became a standard and was added to the list of things covered by the OSP?
- (2) can developers rely on the form already completed by MSFT and submitted to the ISO secretariat?
- (3) is MSFT obliged to disclose which of the patent claims it owns are needed for DIS 29500?
- (4) is DIS 29500 an “exceptional situation” where “technical reasons justify” the use of provisions which require the use of MSFT patents?

20. (1) has the perhaps surprising answer “No”. The critical wording in the OSP is that its coverage extends to:

those [patent] claims ... necessary to implement only the required portions of [Ecma 376] ... this Promise also applies to the required elements of optional portions of ... [Ecma 376]

21. The snag about this is that essentially everything in Ecma 376/DIS 29500 is optional. Part 1 of the standard has 163 pages and sets out “fundamentals”. Clause 2 (normative) explains “conformance”. A “conforming document” must meet various criteria (clause 2.4), but can be almost arbitrarily short and empty of content. A “conforming application” “shall not reject any conforming documents of the type expected by that application ... [and] shall be able to produce conforming documents”. But it is not obliged to “expect” anything, so it is entirely optional which parts of the standard it follows. Accordingly, it does not get any benefit from the OSP even if it chooses to be a full suite which covers everything in the standard.

22. There is also an exclusion for material which is incorporated in the standard by reference rather than directly spelt out.

[this promise applies to] those [patent] claims ... that are necessary to implement only the ... portions of [Ecma 376] ... that are described in detail and not merely referenced ...

That is also relevant, because significant material is incorporated in that way.

23. In most jurisdictions the OSP and similar statements are legally binding, in the sense that if a developer does work producing a product which follows one of the specifications covered by the OSP, relying on the OSP to remove any need to obtain a license to MSFT’s patents, then MSFT is bound by it and cannot sue the developer. However, that does not help because the OSP is vacuous in its application to Ecma 376.

24. To answer to (2) is unclear. The reasoning here is different. The statement on the form is free from the exclusions above, but the question is whether a developer can rely on it. In the USA, the answer appears to be yes. In the UK, for example, it is less clear. A few years ago a developer would probably not have been able to rely on it (Walford v Miles, House of Lords 1992), but *obiter dicta* in a recent Court of Appeal case (Petromec v Petroleo Brasileiro 2007) cast some doubt on the matter. Even if the developer can rely on it, the timescale of the negotiations is left open. So currently other vendors who wish to write software implementing the standard are faced with having inadequate assurances that they can use the patents which MSFT claims are necessary, and no indication of what those patents are.

25. Unfortunately, MSFT has consistently refused to address this question. It simply claims that the OSP is effective. It is unclear what is going on here. It seems inconceivable that MSFT could be intending to turn around and sue anyone who produced software implementing Ecma 376 (or later DIS 29500) for breach of its patents. There would be an uproar. On the other hand, simply creating uncertainty about the position may be sufficient to deter competitors. No company wants to undertake a large amount of development work, only to discover later that it is unable to sell the resulting product, or even suffers significant delays, because of patent problems.

26. No developer can afford to take this issue lightly when MSFT is continuing to make tough public statements about enforcing patents. On May 14, Brad Smith, MSFT General Counsel, and Horacio Gutierrez, its licensing chief, gave a widely publicized [interview](#) to Fortune magazine in which they claimed that open source software infringes 235 MSFT patents. This was apparently aimed mainly at Linux and OpenOffice.org. Steve Ballmer, MSFT CEO, returned to the theme in a

UK speech in early October, specifically targeting Red Hat users: “People who use Red Hat, at least with respect to our intellectual property, in a sense have an obligation to compensate us”.

27. Steve Ballmer’s speech raises the possibility that **users** could be sued as well as developers. It is hard to think of any case where users have been sued by a patent-holder for buying software which breaches the patent. The normal practice in the intellectual property sphere is to go after the companies producing and distributing the offending work, not the purchasers. However, patent law, like copyright law, allows suits against users and we have recently seen suits against individuals on music where copyright royalties have not been paid. It is hard to see courts being sympathetic to suits against individual users where royalties have not been paid on obscure patents. But it might be different in the case of large users or distributors who have been specifically warned of the patent issue.

28. If nothing else, recent statements by high-level MSFT executives are further adding to the fear, uncertainty and doubt surrounding the patent issue in the minds of rival developers and their existing or potential large customers or distributors. Accordingly, this is not an area where we can afford to have any lack of clarity in the position.

29. The difficulty on the third issue - para 19 (3) above - is that the JTC1/ISO/IEC rules are not entirely consistent. The ISO/IEC Directives appear to require the patents to be itemised, but the required form (Appendix 3) describes such details as optional. Similarly, the press release and common patent policy do not apparently require them to be itemised.

30. MSFT is apparently extremely reluctant to go into detail about which of its patents are required for Ecma 376, just as it is reluctant to specify which of its patents are breached by Linux. But the grounds for trying to force them to go into detail about Ecma 376 seem weak.

31. Similarly on the final issue - para 19 (4). The common patent policy and the Directives are not really consistent. Moreover, there is no clear procedure in the Directives for determining whether technical reasons or an exceptional situation exist.

32. The upshot is that we seem to be left in a thoroughly unsatisfactory situation:

- MSFT claims that implementation of the standard requires the use of its patents, but refuses to give any specifics;
- MSFT claims that the OSP allows developers to use its patents freely to implement the standard, but if you read it, it plainly does not;
- JTC1 and ISO decline to get involved, saying simply that MSFT has signed and submitted the required form;
- there appears to be no ISO/IEC process for considering whether the standard needs to be drafted in such a way that it requires MSFT patents, despite the statement in the Directives that patented technology should only be used exceptionally;
- the Convenor of the BRM has stated that he does not intend to allow discussion of patent issues at the BRM.

33. The clear conclusion is that, on these grounds alone, a NB should vote No unless MSFT publishes a revised OSP which adequately covers the standard.

ISO/IEC/ITU announcement

Press Release
International Telecommunication Union
For immediate release
Telephone: +41 22 730 6039
Telefax: +41 22 730 5933
E-mail: pressinfo

IEC, ISO and ITU, the world's leading developers of international standards agree on common patent policy

Use of International Standards to disseminate innovation encouraged by new agreement

Issued simultaneously by ITU, ISO and IEC

Geneva, 19 March 2007 — The world's leading international standards organizations have adopted a harmonized approach to address the inclusion of patented technology in standards. IEC (International Electrotechnical Commission), ISO (International Organization for Standardization) and ITU, under the banner of the World Standards Cooperation (WSC), have aligned their policies which allow for commercial entities to contribute the fruits of their research and development (R&D) activity safe in the knowledge that their intellectual property rights are respected.

In today's commercial world, especially in information and communication technologies (ICT), there is significant investment in R&D activity. A solid patent policy provides crucial investment protection while also opening-up intellectual property resources for broad implementation across the industry.

Malcolm Johnson, Director of the Telecommunication Standardization Bureau, ITU: "ITU's standards-setting work is closely linked with innovation and new research. Today, it is difficult to develop technical standards without implicating patents. On the other hand, we have to take into account the interests of end-users. Therefore a balance must be found. We believe that this policy will encourage industry to share its intellectual property with implementers of standards on a reasonable basis knowing that their interests will be protected."

Alan Bryden, Secretary-General of ISO: "The fine-tuning of this policy to achieve exactly the right balance — ownership versus sharing of intellectual property — is no small achievement. In this way we enable International Standards to be used to successfully disseminate innovation, with a clear set of guidelines regarding the disclosure of and commitment to license the use of patented technologies. It is an excellent example of the co-operation between the three WSC partners."

Aharon Amit, IEC General Secretary: "International standards developed by ISO, ITU and IEC provide a practical solution to many of the challenges faced by business in today's increasingly global markets. Industry has been seeking a common approach to patents from the world's leading

standards developers. I am pleased that the increased collaboration between the World Standards Cooperation partners has led to the development of this common policy which will ultimately benefit end-users and industry.”

The policy adopted by the three organizations strongly encourages the disclosure of patented technology which is necessary for the implementation of a standard before the standardization process has been completed. It allows for companies’ innovative technologies to be included in standards as long as such intellectual property is made available under reasonable and non-discriminatory terms and conditions. In addition, IEC, ISO and ITU have jointly adopted Guidelines for the Implementation of the Common Patent Policy and a Patent Statement and License Declaration Form.

Each of the three WSC organizations also has an online patent database to facilitate the work of the standards developers and to assist companies wishing to implement international standards/recommendations that include patented technologies.

For further information, please contact:

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ISO/IEC/ITU common patent policy

The following is a “code of practice” regarding patents covering, in varying degrees, the subject matters of ITU-T Recommendations, ITU-R Recommendations, ISO deliverables and IEC deliverables (for the purpose of this document, ITU-T and ITU-R Recommendations are referred to as “Recommendations”, ISO deliverables and IEC deliverables are referred to as “Deliverables”).

The rules of the “code of practice” are simple and straightforward. Recommendations | Deliverables are drawn up 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.

Recommendations | Deliverables are non-binding; 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 Recommendations | Deliverables, their applications, use, etc. are accessible to everybody. It follows, therefore, that a patent embodied fully or partly in a Recommendation | Deliverable must be accessible to everybody without undue constraints. To meet this requirement in general is the sole objective of the code of practice. The 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 summarized as follows:

1 The ITU Telecommunication Standardization Bureau (TSB), the ITU Radiocommunication Bureau (BR) and the offices of the CEOs of ISO and IEC are 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 ITU, ISO or IEC should, from the outset, draw the attention of the Director of ITU-TSB, the Director of ITU-BR, or the offices of the CEOs of ISO or IEC, respectively, to any known patent or to any known pending patent application, either their own or of other organizations, although ITU, ISO or IEC are unable to verify the validity of any such information.

2 If a Recommendation | Deliverable is developed and such information as referred to in paragraph 1 has been disclosed, three different situations may arise:

2.1 The patent holder is willing to negotiate licences free of charge with other parties on a nondiscriminatory basis on reasonable terms and conditions. Such negotiations are left to the parties concerned and are performed outside ITU-T/ITU-R/ISO/IEC.

2.2 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 ITU-T/ITU-R/ISO/IEC.

2.3 The patent holder is not willing to comply with the provisions of either paragraph 2.1 or

paragraph 2.2; in such case, the Recommendation | Deliverable shall not include provisions depending on the patent.

3 Whatever case applies (2.1, 2.2 or 2.3), the patent holder has to provide a written statement to be filed at ITU-TSB, ITU-BR or the offices of the CEOs of ISO or IEC, respectively, 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.

© ISO Last updated 2007-04-18

http://isotc.iso.org/livelink/livelink/fetch/2000/2122/3770791/Common_Policy.htm

ISO/IEC form

Patent Statement and Licensing Declaration Form for ITU-T/ITU-R Recommendation | ISO/IEC Deliverable



Patent Statement and Licensing Declaration for ITU-T/ITU-R Recommendation | ISO/IEC Deliverable

This declaration does not represent an actual grant of a license

Please return to the relevant organization(s) as instructed below per document type:

| | | | |
|--|--|--|---|
| Director Telecommunication Standardization Bureau International Telecommunication Union Place des Nations CH-1211 Geneva 20, Switzerland Fax: +41 22 730 5853 Email: tsbdir@itu.int | Director Radiocommunication Bureau International Telecommunication Union Place des Nations CH-1211 Geneva 20, Switzerland Fax: +41 22 730 5785 Email: brmail@itu.int | Secretary-General International Organization for Standardization 1 Chemin de la Voie-Creuse CH-1211 Geneva 20 Switzerland Fax: +41 22 733 3430 Email: patent.statements@iso.org | General Secretary International Electrotechnical Commission 3 rue de Varembe CH-1211 Geneva 20 Switzerland Fax: +41 22 919 0300 Email: inmail@iec.ch |
|--|--|--|---|

| | |
|---|--|
| Patent Holder: | |
| Legal Name | _____ |
| Contact for license application: | |
| Name & Department | _____ |
| Address | _____ |
| | _____ |
| Tel. | _____ |
| Fax | _____ |
| E-mail | _____ |
| URL (optional) | _____ |
| Document type: | |
| <input type="checkbox"/> ITU-T Rec. (*) | <input type="checkbox"/> ITU-R Rec. (*) |
| <input type="checkbox"/> ISO Deliverable (*) | <input type="checkbox"/> IEC Deliverable (*) |
| (please return the form to the relevant Organization) | |
| <input type="checkbox"/> Common text or twin text (ITU-T Rec. ISO/IEC Deliverable (*)) (for common text or twin text, please return the form to each of the three Organizations: ITU-T, ISO, IEC) | |
| <input type="checkbox"/> ISO/IEC Deliverable (*) (for ISO/IEC Deliverables, please return the form to both ISO and IEC) | |
| (*)Number | _____ |
| (*)Title | _____ |

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 claims, 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 patent claims 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 essential 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 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 Patent 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.

Signature:

Patent Holder

Name of authorized person

Title of authorized person

Signature

Place, Date

| Patent Information (desired but not required for options 1 and 2; required in ITU for option 3 (NOTE)) | | | | |
|---|-------------------------------------|----------------|---|--------------|
| No. | Status [granted/ pending] | Country | Granted Patent Number or Application Number (if pending) | Title |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

NOTE: For option 3, the additional minimum information that shall also be provided is listed in the option 3 box above.

Extracts from JTC1 Directives and ISO/IEC Directives

JTC1 Directives (extract)

10.3 Patents (See ISO/IEC Directives - Part 1: Procedures for the Technical Work, section 2.14 and Part 2: Rules for the structure and drafting of International Standards, Annex H) [*Annex H is a typo, it should be Annex F*]

ISO/IEC Directives (extract)

2.14 Reference to patented items

2.14.1 If, in exceptional situations, technical reasons justify such a step, there is no objection in principle to preparing an International Standard in terms which include the use of items covered by patent rights – defined as patents, utility models and other statutory rights based on inventions, including any published applications for any of the foregoing – even if the terms of the standard are such that there are no alternative means of compliance. The rules given below and in the ISO/IEC Directives, Part 2, 2004, Annex F shall be applied.

2.14.2 If technical reasons justify the preparation of a document in terms which include the use of items covered by patent rights, the following procedures shall be complied with.

a) The originator of a proposal for a document shall draw the attention of the committee to any patent rights of which the originator is aware and considers to cover any item of the proposal. Any party involved in the preparation of a document shall draw the attention of the committee to any patent rights of which it becomes aware during any stage in the development of the document.

b) If the proposal is accepted on technical grounds, the originator shall ask any holder of such identified patent rights for a statement that the holder would be willing to negotiate worldwide licences under his rights with applicants throughout the world on reasonable and non-discriminatory terms and conditions. Such negotiations are left to the parties concerned and are performed outside ISO and/or IEC. A record of the right holder's statement shall be placed in the registry of the ISO Central Secretariat or IEC Central Office as appropriate, and shall be referred to in the introduction to the relevant document [see ISO/IEC Directives, Part 2, 2004, F.3]. If the right holder does not provide such a statement, the committee concerned shall not proceed with inclusion of an item covered by a patent right in the document without authorization from ISO Council or IEC Council Board as appropriate.

c) A document shall not be published until the statements of the holders of all identified patent rights have been received, unless the council board concerned gives authorization.

2.14.3 Should it be revealed after publication of a document that licences under patent rights, which appear to cover items included in the document, cannot be obtained under reasonable and non-discriminatory terms and conditions, the document shall be referred back to the relevant committee for further consideration.

Annex F (normative) Patent rights

F.1 All drafts submitted for comment shall include on the cover page the following text:

“Recipients of this draft are invited to submit, with their comments, notification of any relevant patent rights of which they are aware and to provide supporting documentation.”

F.2 A published document for which no patent rights are identified during the preparation thereof, shall contain the following notice in the foreword:

“Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights. ISO [and/or] IEC shall not be held responsible for identifying any or all such patent rights.”

F.3 A published document for which patent rights have been identified during the preparation thereof, shall include the following notice in the introduction:

“The International Organization for Standardization (ISO) [and/or] International Electrotechnical Commission (IEC) draws attention to the fact that it is claimed that compliance with this document may involve the use of a patent concerning (...subject matter...) given in (...subclause...).

ISO [and/or] IEC take[s] no position concerning the evidence, validity and scope of this patent right.

The holder of this patent right has assured the ISO [and/or] IEC that he/she is willing to negotiate licences under reasonable and non-discriminatory terms and conditions with applicants throughout the world. In this respect, the statement of the holder of this patent right is registered with ISO [and/or] IEC. Information may be obtained from: ...

name of holder of patent right ...

... address ...

Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights other than those identified above. ISO [and/or] IEC shall not be held responsible for identifying any or all such patent rights.”

Terms of the OSP

<http://www.microsoft.com/interop/osp/default.mspix>

Microsoft Open Specification Promise

Published: September 12, 2006 | Updated: July 9, 2007

Microsoft irrevocably promises not to assert any Microsoft Necessary Claims against you for making, using, selling, offering for sale, importing or distributing any implementation to the extent it conforms to a Covered Specification (“Covered Implementation”), subject to the following. This is a personal promise directly from Microsoft to you, and you acknowledge as a condition of benefiting from it that no Microsoft rights are received from suppliers, distributors, or otherwise in connection with this promise. If you file, maintain or voluntarily participate in a patent infringement lawsuit against a Microsoft implementation of such Covered Specification, then this personal promise does not apply with respect to any Covered Implementation of the same Covered Specification made or used by you. To clarify, “Microsoft Necessary Claims” are those claims of Microsoft-owned or Microsoft-controlled patents that are necessary to implement only the required portions of the Covered Specification that are described in detail and not merely referenced in such Specification. “Covered Specifications” are listed below.

This promise is not an assurance either (i) that any of Microsoft’s issued patent claims covers a Covered Implementation or are enforceable or (ii) that a Covered Implementation would not infringe patents or other intellectual property rights of any third party. No other rights except those expressly stated in this promise shall be deemed granted, waived or received by implication, exhaustion, estoppel, or otherwise.

Covered Specifications (the promise applies individually to each of these specifications)

This promise applies to the identified version of the following specifications. New versions of previously covered specifications will be separately considered for addition to the list. In connection with the specifications listed below, this Promise also applies to the required elements of optional portions of such specifications.

...

Office XML File Formats

Office 2003 XML Reference Schemas
Office Open XML 1.0 – Ecma-376

»»