

Patent Policy

The following is a "code of practice" regarding the information included in Singapore Standards, Technical References and other deliverables published by Enterprise Singapore.

Enterprise Singapore's objective in publishing Standards and other deliverables is to ensure compatibility of technologies and systems. To meet this objective, which is in the common interests of all those participating, it must be ensured that the Standards, Technical References or other deliverables, its applications and uses are accessible to everyone.

It follows, therefore, that if intellectual property in the form of a patent is to be embodied fully or partly in a Singapore Standard, Technical Reference and other deliverables, owners of such intellectual property must have extended the relevant consents for such inclusion. Such intellectual property thereafter becomes a part of the Standards, Technical References and other deliverables and will be used by those who rely on the Standards, Technical References and other deliverables.

Any detailed arrangements for the licensing of such intellectual property are left to the parties concerned, as these arrangements might differ from case to case.

This code of practice, addresses the matters that partners must consider before including information into Standards and may be summarised as follows:

1. Enterprise Singapore and the Singapore Standards Council 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 participating¹ in the Singapore Standardisation Programme should, from the outset, draw the attention of Enterprise Singapore, to any known patent or to any known pending patent application, either their own or of other organisations, although Enterprise Singapore is unable to verify the validity of any such information.
2. If a Singapore Standard/ Technical Reference/ Deliverable is developed and such information as referred to in para 1 has been disclosed, three situations may arise:
 - 2.1 The patent holder is willing to negotiate licenses 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 the Singapore Standardisation Programme.
 - 2.2 The patent holder is willing to negotiate licenses 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 the Singapore Standardisation Programme.
 - 2.3 The patent holder is not willing to comply with the provisions of either para 2.1 or 2.2; in such case, the Singapore Standard/ Technical Reference/ Deliverable shall not include provisions depending on the patent.

¹ This includes any recipient of a draft standard at any stage in the standards development process.

3. Whatever case applies (2.1, 2.2 or 2.3), the patent holder has to provide a written statement to be filed at Enterprise Singapore, using the appropriate "Patent Statement and Licensing Declaration" Form.