

PAS 0:2012



BSI Standards Publication

Principles of PAS standardization

bsi.

...making excellence a habit.™

Publishing and copyright information

The BSI copyright notice displayed in this document indicates when the document was last issued.

© The British Standards Institution 2012
Published by BSI Standards Limited 2012

ISBN 978 0 580 79992 1

ICS 01.120

No copying without BSI permission except as permitted by copyright law.

Publication history

First published June 2012

Amendments issued since publication

Date	Text affected
------	---------------

Contents

Foreword	<i>ii</i>
1	Scope 1
2	Terms and definitions 1
3	Standardization 1
4	The PAS 2
5	The PAS development process 4
6	Post-publication 7
7	Transparency and confidentiality 7
8	Roles and responsibilities 8
9	Content and drafting of a PAS 9
Bibliography	14

Summary of pages

This document comprises a front cover, an inside front cover, pages i to ii, pages 1 to 14, an inside back cover and a back cover.

Foreword

Publishing information

This PAS is published by BSI Standards Limited, under licence from The British Standards Institution, and came into effect on 29 June 2012.

Contractual and legal considerations

This publication does not purport to include all the necessary provisions of a contract. Users are responsible for its correct application.

Compliance with a PAS cannot confer immunity from legal obligations.

1 Scope

PAS 0 sets out the principles underpinning a BSI PAS publication and the principal features of the process by which it is developed. It does not discuss procedural detail and, reflecting the flexible nature of the product and process, is generally indicative rather than definitive in nature.

PAS 0 is intended as an exemplar of a BSI PAS in respect of structure, drafting principles and language, but alternative approaches may be adopted by agreement.

2 Terms and definitions

For the purposes of this PAS, the following terms and definitions apply.

2.1 consensus

general agreement, characterized by the absence of sustained opposition to substantial issues by any important part of the concerned interests and by a process that involves seeking to take into account the views of all parties concerned and to reconcile any conflicting arguments

NOTE Consensus need not imply unanimity.

[ISO/IEC Guide 2:2004, definition 1.7]

2.2 essential intellectual property rights (essential IPR)

intellectual property rights that have been included within a PAS such that it would be impossible to implement the PAS without making use of those rights, and the only way to avoid an infringement of the rights in respect of implementation of the PAS is therefore to request a licence from the owner

2.3 intellectual property rights (IPR)

rights having no tangible form, but representing the product of creative work or invention

NOTE Such rights include copyright and related rights, rights in designs, patents, rights to inventions, whether registered or unregistered.

2.4 sponsor

party, or parties acting together, who provide funding to BSI on a commercial basis to enable the development of a BSI PAS

NOTE The sponsor is not necessarily the proposer of the project.

2.5 stakeholder

individual, company or other collective body, having a direct interest in the outcome of a standardization project

3 Standardization

3.1 Purpose

Standardization is the activity of establishing agreed criteria that provide a reliable basis on which common expectations can be shared regarding specific characteristics of a product (including a service) or a process.

It provides a framework for achieving economies, efficiencies and interoperability that facilitate trade and enhance consumer protection and confidence. Increasingly it is also used to support public policy objectives by offering effective alternatives to regulation.

3.2 Context

Standardization can be undertaken by any group of people who share a common objective. It can happen informally amongst groups of colleagues in a workplace, and, in a more structured fashion, by means of:

- codified practices within a company;
- company standards for use in procurement;
- industry standards;
- national standards produced by formally acknowledged standards bodies;
- regional (e.g. European) standards; and
- international standards.

3.3 BSI

In the UK, the British Standards Institution (BSI) is formally recognized as being the national standards body (NSB). An organization for which independence and integrity are fundamental values, it develops and publishes over 2000 standardization documents each year, most of them carrying the formal status of British Standard. Most are based on European or international standards to which UK interests make a major contribution. A small proportion of its output comprises standardization documents that are developed wholly within the UK. Amongst these is a category termed "PAS".

NOTE 1 The term PAS was originally an acronym derived from "publicly available specification". However, not all PAS documents are structured as specifications and the term is now sufficiently well-established not to require any further amplification.

NOTE 2 Further details of the role of BSI as the UK NSB, as a developer and publisher of formal British Standards, and as the UK gateway into European and international standardization can be found in BS 0.

4 The PAS

4.1 Purpose

A BSI PAS (PAS) is a standardization document that closely resembles a British Standard in structure and format but which has a different development model (see Clause 5).

NOTE Bodies other than BSI also produce documents termed PAS.

A PAS is developed in response to an identified market need; very often a request from a sponsor for a standardization document that serves the needs of an emergent market, technology, service or public policy interest.

The PAS approach offers an effective means of quickly introducing standardization in such cases, and for testing the value or validity of a particular approach or methodology. It can also serve as the basis for subsequent development towards more formal standardization at UK, European or international level.

A PAS is generally intended for unrestricted use within any markets for which it appears to be relevant and useful. It is not restricted to application within the UK, nor is its development model restricted to UK stakeholders.

4.2 Distinctive features

A PAS typically has the following distinctive features that distinguish it from a British Standard:

- a) Financial sponsorship by one or more parties that have a particular interest in standardization of the subject in question.
- b) Public acknowledgement of the relationship with the sponsor in the foreword and often by other means such as the use of logos.
- c) A flexible, client-driven approach to the development, design and delivery of the document (see Clause 5). This often demands a compressed timescale (to the extent consistent with due consultation and effective consensus building) and an intensive commitment of resource.
- d) A short initial lifespan (usually two years) before a formal review.

NOTE These characteristics are indicative and should not be regarded as being definitive.

As part of the BSI product portfolio, it is important that each PAS presents an authoritative, robust and practical standardization solution, both to its sponsor and also to all other parties who might choose to use it. The development of a PAS has to be based on a rigorous methodology that assures its reliability and overall fitness for purpose (see Clause 5).

The authority of a PAS is dependent on BSI's reputation as an authoritative and independent standards body. BSI safeguards this reputation assiduously and will not enter into any business relationship or permit any procedure or outcome that could jeopardize it.

4.3 Legal status

A PAS is voluntary in that there is no obligation to apply it or comply with it, unless, exceptionally, its application is directly demanded by regulatory instruments. It is a tool devised for the convenience of those who wish to use it. In itself, a PAS has no particular legal status although it might be used as a component of, or the basis of, an agreement that does (e.g. a contract).

In certain circumstances the actions of third parties might have the effect of making the application of a PAS a commercial necessity, but BSI has no control over these actions and is not a party to them.

4.4 Relationship with formal standardization

4.4.1 Relationship with BSI technical committees

Only rarely does the development of a PAS come under the responsibility of one of BSI's technical committees. However, if a PAS project appears to fall within the scope of an existing technical committee, the committee is consulted for its views as to the market relevance of the project, the feasibility of achieving consensus and insights into other relevant factors. The views of the committee are not binding on BSI.

4.4.2 Relationship with British Standards

A PAS project will not usually be accepted onto the BSI work programme in cases where a British Standard, published or in active development (see note), substantially covers the same scope and field of application. Exceptions to this principle may be permitted if it can be demonstrated that the potential

benefits of such a PAS outweigh the risk of causing confusion in the market or of undermining the status of the preexisting document.

NOTE "Active development" includes European standardization projects that have been accepted onto the CEN or CENELEC work programme and which are therefore likely to become British Standards in due course.

4.4.3 Development as a British Standard

At the end of the initial lifespan of a PAS, it is open to the sponsor or to a relevant BSI technical committee to propose it for further development as a British Standard or as the basis of a European or international standard (see Clause 6).

4.5 Authorship and content

In contrast to standards developed by technical committees, the first draft of a PAS is rarely a collective effort. It is usually entrusted to a technical author, either supplied by the sponsor or contracted on a commercial basis by BSI. The terms of the contract with the sponsor will reflect the method adopted.

In common with British Standards, the first draft is subject to validation stages that usually result in further iterations of the text. Editing and final preparation is undertaken by a dedicated team of BSI staff (see also Clause 9).

4.6 Consensus

Consensus is the model used for establishing agreement in many types of standardization, including British Standards. It is founded on the principle of establishing general support for a document by seeking to ensure that those likely to be affected by it are able to assent to its content, even if it does not represent the optimal position of each party (see 2.1 for the formal definition of "consensus").

The principle of consensus is fundamental to the PAS development model, and it is the objective of a steering group to resolve conflicting views, both amongst its own members and in the case of any that arise from public consultation (see 8.4). However, it should be noted that consensus does not imply unanimity, and in order to arrive at a solution that best serves the wider public interest it might not be possible to accommodate all positions that emerge.

5 The PAS development process

5.1 Overview

The PAS development process is characterized by the following features:

- a) A contract for financial sponsorship.
- b) An accelerated process, closely managed by a dedicated project manager with the intention of eliminating all avoidable delays to progress.
- c) Domain research by BSI to establish other potentially conflicting or complementary standardization projects in the UK and beyond.
- d) Oversight by a steering group of experts constituted specifically for the purpose, and chaired by a BSI staff member independent of any external interest.
- e) Active public consultation, usually of shorter duration than for a British Standard, and targeted in particular at a selected review panel identified as having expertise and a close interest in the subject matter.
- f) A flexible and customized approach to the design and delivery of the final product, allowing also for visible sponsor association.

5.2 Project inception

A proposal for a PAS can come from any source, most usually from a prospective sponsor. Once a market need has been ascertained, the principles of developing a PAS will be based on PAS 0.

A detailed formal project proposal will be prepared by BSI, setting out a draft scope for the PAS and identifying the range of services and options that are appropriate, the proposed author of the first draft, and the fee and payment schedule for undertaking the work.

After approval by the sponsor, the proposal will be submitted to the BSI project acceptance procedure. The procedure is designed to identify any impediment to proceeding with the project, particularly in terms of conflict with other standardization activity or any risk of reputational damage to BSI.

5.3 Contract

A formal contract will be signed between the sponsor and BSI which sets out the terms and conditions under which the project is to proceed, and the resulting PAS is to be published.

Unless exceptionally agreed, the copyright of the PAS and associated rights of exploitation reside wholly with BSI (see 9.5.2).

5.4 Project development

5.4.1 Launch meeting

Once a PAS contract has been signed with a sponsor, BSI organizes a launch meeting (typically including the BSI project manager, the representative of the sponsor and the technical author) at which the PAS process and the duties and roles of both the sponsor and BSI within it are clearly explained and a draft schedule is proposed.

The draft scope of the PAS as developed during the inception of the project is further discussed and refined at the initial meeting and consideration is given to the composition of the steering group and review panel.

5.4.2 Domain research

As a minimum, BSI undertakes research to identify:

- formal and informal BSI standardization documents and projects that might relate to the proposed scope of the PAS project; and
- stakeholders who might have an interest in it.

A report of the findings is sent to the sponsor and technical author to inform the preparation of the first draft and the composition of the steering group and review panel.

5.4.3 Project announcement

A public announcement is made of the commencement of the project and further details are sent directly to all BSI technical committees identified by the domain research as having a potential interest in the subject matter. The announcement includes basic details of the project and invites committees to engage with the PAS process by taking part in the public consultation (see 5.4.7) and to consider nominating appropriate experts as members of the review panel.

The project announcement is also a means of identifying interest groups who might make a valuable contribution through membership of the steering group.

5.4.4 Steering group composition

Typically a steering group has between 8 and 12 members, including the sponsor, the technical author and representatives of organizations identified as being important stakeholders in the project. These might include:

- industry;
- existing standards committees, including BSI technical committees and working groups;
- central and local government departments, agencies and other regulatory bodies;
- trade associations;
- professional bodies;
- consumer interests;
- testing, certification and accreditation bodies;
- academia.

The sponsor is asked at the initial meeting to identify important stakeholders and provide named contact details if available. The BSI domain research and PAS announcement to technical committees are also designed to identify organizations or candidates. To ensure a fair and transparent representation of relevant interests, the ultimate responsibility for the composition of the steering group resides with BSI. Steering group meetings are chaired by the BSI project manager.

5.4.5 Review panel composition

The review panel comprises a wider representation of interested parties that are likely to benefit from or be affected by the implementation of the PAS. A panel comprising between 20 and 150 representatives is usual. Members are drawn from those stakeholders identified by the steering group, informed by the domain research and other types of market engagement.

5.4.6 Drafting process

The first draft (the “base document”) is usually supplied either by the sponsor or by the technical author. It is usually subject to a gap analysis by the BSI project manager to reveal any areas defined by the draft scope that might be missing. After editing and any further necessary reworking, the document is submitted to the steering group for consultation.

A review of the comments received leads to the development of a draft that is sufficiently mature to be issued for a wider public consultation.

5.4.7 Public consultation

The public consultation stage usually lasts for four weeks and is undertaken through an online forum open to anyone who chooses to register an interest (<http://drafts.bsigroup.com>). BSI technical committees identified at the public announcement stage are automatically notified of the consultation, as are the members of the review panel. Members of both groups are encouraged to pass details of the consultation to any colleagues or contacts who are likely to have an interest. The consultation is seen as a vital stage in validating the draft and therefore a major factor in establishing the authority and credibility of the published PAS.

5.4.8 Final consensus and publication

Comments arising from the public consultation are discussed by the steering group, with the aim of achieving a document underpinned by consensus (see 4.6).

Prior to publication, the sponsor is invited to endorse the final draft and to give assent to being publicly associated with the PAS in whatever manner was envisaged in the contract.

In common with all BSI standardization documents, publication is subject to approval by the Director of Standards who will seek evidence that the final text of the document commands support from a wide range of stakeholders.

5.4.9 Production

The final PAS is published in the format agreed in the contract between BSI and the sponsor. This can include colour or black and white designs available in electronic and/or printed formats.

In addition to essential illustrative material (e.g. graphs and technical drawings) it may include images relevant to the scope and subject matter.

6 Post-publication

Unless otherwise agreed in the contract, a PAS has an initial life of two years after publication. At the end of this period, the original sponsor is invited to participate in a review of the document. This can result in minor amendments, a more extensive revision or consideration for development as a formal standard at national, European or international level, subject to the approval criteria of the relevant bodies (for further details see BS 0:2011, 5.2).

If the original sponsor is no longer interested in the project, BSI will undertake further consultation, including identifying other potential sponsors, before taking a decision on the future of the document.

BSI reserves all rights as to the future of a PAS at the end of its initial two-year lifespan.

7 Transparency and confidentiality

The PAS development process balances BSI's commitment to transparency, accountability and independence against the need to respect and protect commercial confidentiality. It also reflects the need to protect individuals from lobbying or undue media attention. Every aspect of the process is managed by BSI.

The identities of the organizations represented in the steering group are freely available and are usually published in the foreword to the PAS for which they are responsible.

The identities of individuals contributing to the process are not made public other than with their explicit consent. Typically this might be sought if the project sponsor requests that particular contributions are credited in the published PAS.

Most BSI documentation associated with a PAS project and the sponsor (e.g. proposals, contracts, working drafts, research reports) is confidential to the steering group or sponsor, as appropriate. However, individuals serving on a steering group are permitted to undertake wider consultation within the organizations that they represent. The principal exception is that comments received as part of the public consultation, together with the responses of the steering group, can be made available on a non-attributable basis.

8 Roles and responsibilities

8.1 BSI

BSI acts as the publisher of a PAS and as the principal facilitator of the development process. Unless otherwise contractually agreed, BSI holds the copyright on all content and retains exclusive rights of commercial exploitation of a PAS.

As the project facilitator, BSI provides a dedicated project manager to manage the development of the document, together with access to facilities for meetings and document circulation. In cases where the sponsor does not nominate a technical author, BSI takes responsibility for identifying, contracting and supervising an appropriate expert.

BSI retains the ultimate authority over the composition of the steering group and review panel and over the decision to publish a PAS. It reserves the right to decline to publish a PAS if it has serious concerns about the content of the document, the degree of consensus underpinning it (see 4.6), or about its potential impact on the organization's reputation.

As the publisher, BSI arranges for the production, sales and marketing of the document.

8.2 Sponsor

The sponsor enters into a contract with BSI to take a prominent role in the development of a PAS.

Working in conjunction with BSI, the sponsor will usually propose the nature and terms of reference of the project, which is subject to amendment and confirmation by the steering group, and which will subsequently be reflected in the scope statement (see 9.3.3). It is also usual, but not essential, for the sponsor to nominate a technical author to undertake the initial drafting.

The sponsor is invited to propose members for the steering group and review panel, and to comment on other nominations, but has no power of veto. Likewise the sponsor has no power of veto over the final content of the PAS, but is free at any time to withdraw from the project or to decline the opportunity to be publicly associated with it.

8.3 Technical author

The technical author is an individual, identified and appointed by mutual agreement between BSI and the sponsor, responsible for delivering the first draft of a PAS for consideration by the steering group. The exact terms of engagement vary according to the nature and complexity of each project.

Together with being expert in the subject matter in question, the technical author is expected to be familiar with the principles of standardization and standards drafting or to be prepared to undertake appropriate training with BSI.

8.4 Steering group

The role of the steering group is to review successive drafts and to resolve comments arising from public consultation in order to achieve the consensual basis on which the final document is published (see 5.4.4).

The steering group takes responsibility for the scope of a PAS and for its final content, subject to the ultimate rights reserved by BSI (see 8.1).

8.5 Review panel

The review panel comprises organizations, companies and occasionally individuals who have been identified as having a visible and legitimate interest in the subject matter of a PAS. The panel does not meet collectively, but its members are each advised of the availability of the public draft and encouraged to make detailed comments on it (see 5.4.5).

9 Content and drafting of a PAS

9.1 Principles

For a PAS to fulfil the purposes set out in 4.1, it needs to be drafted in such a way that a user can be confident that all others applying the PAS share the same understanding of its provisions.

A PAS has to be:

- a) suitable for its intended aims and purposes;
- b) appropriate in content and language for its intended audience;
- c) clear and unambiguous;
- d) sufficiently accurate and precise for its intended purpose;
- e) capable of supporting legitimate claims of compliance and conformity where appropriate to its stated purpose (e.g. by containing only provisions that are verifiable);
- f) not unduly restrictive (e.g. such as might result in stifling competition or impeding innovation);
- g) comprehensive within its intended scope and field of application (i.e. it does not omit any detail necessary for its effective application by an appropriately qualified user); and
- h) consistent with the law in all jurisdictions in which it is envisaged to be applied.

9.2 Legal considerations

A PAS is always subordinate to the law. It is important that it is drafted so as to avoid any confusion between the provisions contained within it and requirements imposed by law.

In general, it is not acceptable for a PAS to contain provisions that are already requirements imposed by law, nor to contain any statement recommending or requiring compliance with the law. It is also not advisable to quote legislation, and no attempt should be made to offer any interpretation of the law.

Reference to particular legislation is permissible where it is relevant and potentially helpful in applying the PAS. Lengthy lists of legislation should be avoided as there is a risk that the user might believe any such list to be definitive and exhaustive. The user's attention should be drawn to the possibility that any reference to legislation might become out-of-date during the lifespan of the PAS, and no reliance should be placed on it as being a definitive statement of a user's legal responsibilities or potential liabilities.

Particularly for the purpose of preventing anticompetitive effects or impeding innovation [see 9.1f)], whenever possible, any requirements contained in a PAS are expressed in terms of performance rather than design or descriptive characteristics.

NOTE A more detailed discussion of this principle appears in Annex A of the BSI standards drafting rules (see 9.3.1).

9.3 Drafting

9.3.1 Drafting rules

A PAS is usually drafted in accordance with BSI *Rules for the structure and drafting of UK standards* [1]. However, by agreement between BSI and the sponsor, it is acceptable to deviate from these principles provided that adherence to the principles set out in 9.1 can be demonstrated.

9.3.2 Language

If dealing with a highly specialized topic or addressing a very specialist readership, a PAS might necessarily use technical language not readily understood by nonspecialists. Nonetheless, every effort has to be made to keep the tone of the PAS clear, direct and free of jargon, and its structure intuitive to its intended users.

Taking into account the wider context in which a PAS might be used, it should be noted that it is likely to be translated into other languages. It is therefore important to guard against the possibility of mistranslation, or the introduction of ambiguities, deliberate or accidental.

9.3.3 Scope statement

The scope statement is an essential part of the early stage of the development of a PAS, defining both the scope of the document and the scope of the project to develop it.

The scope is a definitive statement of the type of PAS (see 9.4), the subject being standardized, and its application. It should also indicate subject matter that a user might expect to be included but which is in fact excluded, and, where possible, direct users to where the subject is covered.

Whilst the scope statement should be short and succinct, it is important that it is worded to take into account the implications of the PAS for its users, particularly in respect of the factors listed in 9.1, items a), f) and g).

9.4 Types of PAS

A PAS usually fits into one of the following types:

- A **specification**, which gives a coherent set of absolute requirements, each objectively verifiable. The result is a non-negotiable set of criteria for products, services or systems. It is particularly suited to giving the performance criteria demanded of a product, or the fundamental elements of a service or management system.
- A **code of practice**, which contains recommendations and guidance, where the recommendations relevant to a given user have to be met in order to support a claim of compliance. Users may also justify substitution of any of the recommendations in a code of practice with practices of equivalent or better outcome. Depending on the context and field of application, a code of practice usually reflects current good practice as employed by competent and conscientious practitioners.
- A **guide**, which primarily contains information and guidance. It may also include recommendations where appropriate but these are generally of a nature that would not support reliable claims of compliance.
- A **method of test**, which provides repeatable and reproducible procedures with consistent outcomes for the assessment of material, product or process performance.

- A **method of specifying**, which gives characteristics of a material, product, process or system so that a customer can select the values needed before agreement with a supplier.
- A **vocabulary**, which is a compendium of terms and definitions, which helps harmonize the use of language within a given sector, field or discipline.
- A **classification**, which is an ordering of items or grading system for use across a given sector, field or discipline.

9.5 Intellectual property rights (IPR)

9.5.1 Principles

All the data, software and documentation set out in BSI standardization publications are the property of and are copyrighted by BSI, or of some other person or entity that owns copyright in the information used, and has licensed such information to BSI for its commercial publication and use.

This is particularly important where details of IPR-protected technology are intended to be incorporated in a PAS.

As a general principle, BSI does not perform any check on the status and validity of any essential IPR (see 2.2) notified to BSI. In addition, BSI does not perform any search for essential IPR that might exist and has not been notified.

9.5.2 IPR in contributions

For the purposes of this subclause, IPR refers to copyright. However, the same principles apply where any other type of IPR forms part of a steering group member's contributions.

The collaborative development of a PAS will lead to the creation of new work. BSI only accepts contributions towards the preparation of a PAS on the following terms:

- a) The contributor has the right to submit his or her contribution to the PAS development process, or the right to submit a contribution subject to the IPR of a third party, where he or she has obtained that right in the contribution from the owner of the IPR, and an acknowledgement to this effect is made in the foreword of the new work.
- b) IPR in any new work that may result from the PAS development process are exclusively and irrevocably assigned to BSI.
- c) This assignment supersedes any competing rights in the new work that the contributor or any third parties may have.
- d) Such assignment by a contributor extends to exploitation of the IPR by BSI throughout the world.
- e) The contributor accepts that exploitation of his or her contribution will take place without mention of his or her name.

A contributor retains the IPR in his or her own unique contribution providing that the contribution existed prior to its submission to the PAS development process. For the avoidance of doubt, in such cases the following principles apply:

- 1) any use of such contribution by the contributor may not adversely affect the promulgation and exploitation of the PAS by BSI; and
- 2) a contributor continuing to use his or her own unique contributions may not reference the PAS as the source.

9.5.3 Use of PAS content

If required to further the PAS development process, steering group members are entitled to use relevant content published and owned by BSI in accordance with BSI policies.

Use of BSI's published content outside the scope of the PAS development process requires approval by BSI and might entail payment of a fee.

9.5.4 Patents and third-party IPR

9.5.4.1 General

For the purposes of this subclause, IPR in particular refers to patents. However, the same principles apply where, in practice, any other type of IPR gives the IPR holder control over the use of the PAS.

9.5.4.2 Good faith disclosure obligation

Contributors are expected to use reasonable endeavours to inform BSI in good time if either or both of the following come to their notice:

- a) any third-party IPR, for example a patent, that appears to be relevant to the PAS under development;
- b) any claim that third-party IPR is applicable to a PAS, whether published or still under development.

In addition, a contributor who represents a third party who might be the owner of IPR (or who might have any claim in respect of IPR [i.e. "claim"]), whether published or still under development, that might be relevant to the PAS under development, is under an ongoing obligation to use reasonable endeavours to identify the IPR owned by that third party (or claim) that may be essential for the implementation of the PAS under development.

Where the contributor identifies such IPR (or claim), he or she is obliged to inform BSI of any such IPR (or claim). Where the disclosure involves a potential claim it might be sufficient to make a declaration that the third party is likely to have IPR claims over the technology (without identifying specific claims or applications for IPR).

9.5.4.3 Formal calls for disclosure

A formal call to identify all essential IPR will be made at the following stages during the development of a PAS:

- a) at the first meeting of the steering group;
- b) before a draft PAS is released for public comment; and
- c) during, or immediately prior to, the final approval process of the PAS.

9.5.4.4 Disclosed essential IPR

BSI will work with the steering group to agree the best way to address such IPR or claims. This may include requesting further information from the third party such as the most restrictive licensing terms of any IPR. In assessing whether such IPR might be included as a requirement of a PAS it is reasonable for the steering group to take account of the most restrictive licensing terms of any IPR.

Where IPR relating to a particular PAS is identified, BSI will immediately request the owner of such IPR to give, within three months, an irrevocable undertaking in writing that it is prepared to make its IPR available to all users of the PAS on fair, reasonable and non-discriminatory (FRAND) terms and to ensure that any entity to which the IPR holder transfers its IPR is similarly bound by this commitment.

Any such third-party IPR will not be incorporated into the PAS unless the IPR holder irrevocably commits to make its IPR available to all users on FRAND terms, and to ensuring that any entity to which the IPR holder transfers its IPR is similarly bound by this commitment.

If any such third-party IPR holder is unwilling to provide this commitment, BSI will assess the appropriate action to be taken. This may include reviewing the PAS to see if a viable alternative technology is available.

A note drawing attention to essential third-party IPR will appear at the appropriate point in the published PAS. This may include a summary of the most restrictive licensing terms which the IPR holder has indicated would be applicable to the IPR.

Bibliography

Standards publications

BS 0:2011, *A standard for standards – Principles of standardization*

ISO/IEC Guide 2:2004, *Standardization and related activities – General vocabulary*

Other publications

[1] BSI, *Rules for the structure and drafting of UK standards*

British Standards Institution (BSI)

BSI is the national body responsible for preparing British Standards and other standards-related publications, information and services.

BSI is incorporated by Royal Charter. British Standards and other standardization products are published by BSI Standards Limited.

About us

We bring together business, industry, government, consumers, innovators and others to shape their combined experience and expertise into standards-based solutions.

The knowledge embodied in our standards has been carefully assembled in a dependable format and refined through our open consultation process. Organizations of all sizes and across all sectors choose standards to help them achieve their goals.

Information on standards

We can provide you with the knowledge that your organization needs to succeed. Find out more about British Standards by visiting our website at bsigroup.com/standards or contacting our Customer Services team or Knowledge Centre.

Buying standards

You can buy and download PDF versions of BSI publications, including British and adopted European and international standards, through our website at bsigroup.com/shop, where hard copies can also be purchased.

If you need international and foreign standards from other Standards Development Organizations, hard copies can be ordered from our Customer Services team.

Subscriptions

Our range of subscription services are designed to make using standards easier for you. For further information on our subscription products go to bsigroup.com/subscriptions.

With **British Standards Online (BSOL)** you'll have instant access to over 55,000 British and adopted European and international standards from your desktop. It's available 24/7 and is refreshed daily so you'll always be up to date.

You can keep in touch with standards developments and receive substantial discounts on the purchase price of standards, both in single copy and subscription format, by becoming a **BSI Subscribing Member**.

PLUS is an updating service exclusive to BSI Subscribing Members. You will automatically receive the latest hard copy of your standards when they're revised or replaced.

To find out more about becoming a BSI Subscribing Member and the benefits of membership, please visit bsigroup.com/shop.

With a **Multi-User Network Licence (MUNL)** you are able to host standards publications on your intranet. Licences can cover as few or as many users as you wish. With updates supplied as soon as they're available, you can be sure your documentation is current. For further information, email bsmusales@bsigroup.com.

BSI Group Headquarters

389 Chiswick High Road London W4 4AL UK

Revisions

Our British Standards and other publications are updated by amendment or revision.

We continually improve the quality of our products and services to benefit your business. If you find an inaccuracy or ambiguity within a British Standard or other BSI publication please inform the Knowledge Centre.

Copyright

All the data, software and documentation set out in all British Standards and other BSI publications are the property of and copyrighted by BSI, or some person or entity that owns copyright in the information used (such as the international standardization bodies) and has formally licensed such information to BSI for commercial publication and use. Except as permitted under the Copyright, Designs and Patents Act 1988 no extract may be reproduced, stored in a retrieval system or transmitted in any form or by any means – electronic, photocopying, recording or otherwise – without prior written permission from BSI. Details and advice can be obtained from the Copyright & Licensing Department.

Useful Contacts:

Customer Services

Tel: +44 845 086 9001

Email (orders): orders@bsigroup.com

Email (enquiries): cservices@bsigroup.com

Subscriptions

Tel: +44 845 086 9001

Email: subscriptions@bsigroup.com

Knowledge Centre

Tel: +44 20 8996 7004

Email: knowledgecentre@bsigroup.com

Copyright & Licensing

Tel: +44 20 8996 7070

Email: copyright@bsigroup.com



...making excellence a habit.™