

SCHEDULE OF FEES

(as in force from April 1, 2002)

*Swiss francs*1. *International applications governed exclusively by the Agreement*

The following fees shall be payable and shall cover 10 years:

1.1 Basic fee (Article 8(2)(a) of the Agreement)	
1.1.1 where no reproduction of the mark is in color	653
1.1.2 where any reproduction of the mark is in color	903
1.2 Supplementary fee for each class of goods and services beyond three classes (Article 8(2)(b) of the Agreement)	73
1.3 Complementary fee for the designation of each designated Contracting State (Article 8(2)(c) of the Agreement)	73

2. *International applications governed exclusively by the Protocol*

The following fees shall be payable and shall cover 10 years:

2.1 Basic fee (Article 8(2)(i) of the Protocol)	
2.1.1 where no reproduction of the mark is in color	653
2.1.2 where any reproduction of the mark is in color	903
2.2 Supplementary fee for each class of goods and services beyond three classes (Article 8(2)(ii) of the Protocol), except if only Contracting Parties in respect of which individual fees (see 2.4, below) are payable are designated (see Article 8(7)(a)(i) of the Protocol)	73
2.3 Complementary fee for the designation of each designated Contracting Party (Article 8(2)(iii) of the Protocol), except if the designated Contracting Party is a Contracting Party in respect of which an individual fee is payable (see 2.4 below) (see Article 8(7)(a)(ii) of the Protocol)	73

Swiss francs

2.4 Individual fee for the designation of each designated Contracting Party in respect of which an individual fee (rather than a complementary fee) is payable (see Article 8(7)(a) of the Protocol): the amount of the individual fee is fixed by each Contracting Party concerned

3. *International applications governed by both the Agreement and the Protocol*

The following fees shall be payable and shall cover 10 years:

3.1 Basic fee

3.1.1 where no reproduction of the mark is in color 653

3.1.2 where any reproduction of the mark is in color 903

3.2 Supplementary fee for each class of goods and services beyond three classes 73

3.3 Complementary fee for the designation of each designated Contracting Party in respect of which no individual fee is payable 73

3.4 Individual fee for the designation of each designated Contracting Party in respect of which an individual fee is payable (see Article 8(7)(a) of the Protocol), except where the designated State is a State bound (also) by the Agreement and the Office of origin is the Office of a State bound (also) by the Agreement (in respect of such a State, a complementary fee is payable): the amount of the individual fee is fixed by each Contracting Party concerned

4. *Irregularities with respect to the classification of goods and services*

The following fees shall be payable (Rule 12(1)(b)):

4.1 Where the goods and services are not grouped in classes 77 plus 4 per term in excess of 20

Swiss francs

- 4.2 Where the classification, as appearing in the application, of one or more terms is incorrect

20 plus 4
per incorrectly
classified term

provided that, where the total amount due under this item in respect of an international application is less than 150 Swiss francs, no fees shall be payable

5. *Designation subsequent to international registration*

The following fees shall be payable and shall cover the period between the effective date of the designation and the expiry of the then current term of the international registration:

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|---|-----|
| 5.1 Basic fee | 300 |
| 5.2 Complementary fee for each designated Contracting Party indicated in the same request where an individual fee is not payable in respect of such designated Contracting Party (the fee covers the remainder of 10 years) | 73 |
| 5.3 Individual fee for the designation of each designated Contracting Party in respect of which an individual fee (rather than a complementary fee) is payable (see Article 8(7)(a) of the Protocol): the amount of the individual fee is fixed by each Contracting Party concerned | |

6. *Renewal*

The following fees shall be payable and shall cover 10 years:

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| 6.1 Basic fee | 653 |
| 6.2 Supplementary fee, except if the renewal is made only for designated Contracting Parties in respect of which individual fees are payable | 73 |
| 6.3 Complementary fee for each designated Contracting Party in respect of which an individual fee is not payable | 73 |

Swiss francs

6.4 Individual fee for the designation of each designated Contracting Party in respect of which an individual fee (rather than a complementary fee) is payable (see Article 8(7)(a) of the Protocol): the amount of the individual fee is fixed by each Contracting Party concerned	
6.5 Surcharge for the use of the period of grace	50% of the amount of the fee payable under item 6.1
7. <i>Miscellaneous recordings</i>	
7.1 Total transfer of an international registration	177
7.2 Partial transfer (for some of the goods and services or for some of the Contracting Parties) of an international registration	177
7.3 Limitation requested by the holder subsequent to international registration, provided that, if the limitation affects more than one Contracting Party, it is the same for all	177
7.4 Change of name and/or address of the holder of one or more international registrations for which recordal of the same change is requested in the same request	150
7.5 Recording of a license in respect of an international registration or amendment of the recording of a license	177
8. <i>Information concerning international registrations</i>	
8.1 Establishing a certified extract from the International Register consisting of an analysis of the situation of an international registration (detailed certified extract),	
up to three pages	155
for each page after the third	10

Swiss francs

8.2 Establishing a certified extract from the International Register consisting of a copy of all publications, and of all notifications of refusal, made with respect to an international registration (simple certified extract),	
up to three pages	77
for each page after the third	2
8.3 A single attestation or information in writing	
for a single international registration	77
for each additional international registration if the same information is requested in the same request	10
8.4 Reprint or photocopy of the publication of an international registration, per page	5

9. *Special services*

The International Bureau is authorized to collect a fee, whose amount it shall itself fix, for operations to be performed urgently and for services not covered by this Schedule of Fees.

[Annex IV follows]

INTERPRETATIVE STATEMENTS CONCERNING
THE MODIFIED REGULATIONS

1. The reference in Rule 17(5)(b) to a further decision that affects the protection of the mark includes also the case where that further decision is taken by the Office, for example in the case of *restitutio in integrum*, notwithstanding the fact that the Office has already stated that the procedures before the Office have been completed.
2. The references in Rule 17(6)(a)(ii) and (iii) to observations by third parties apply only to those Contracting Parties whose legislation provides for such observations.
3. Where a request to record a license does not include the indication, provided for in Rule 20*bis*(1)(c)(v), that the license is exclusive or sole, it may be considered that the license is non-exclusive.
4. Subparagraph (a) of Rule 20*is* (6) deals with the case of a notification by a Contracting Party whose law does not provide for the recording of trademark licenses; such a notification may be made at any time; subparagraph (b) on the other hand deals with the case of a notification by a Contracting Party whose law does provide for the recording of trademark licenses but which is unable at present to give effect to the recording of a license in the International Register; this latter notification, which may be withdrawn at any time, may only be made before this Rule has come into force or before the Contracting Party has become bound by the Agreement or the Protocol.
5. The necessity of providing for a time limit of nine months to request a correction under Rule 28 will be kept under review, with a view to reducing that time limit to six months in the future if experience showed that a period of six months was sufficient.

[End of Annexes and of document]