

# WIPO



PCT/A/XV/1  
ORIGINAL: English  
DATE: July 21, 1987

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WORLD INTELLECTUAL PROPERTY ORGANIZATION  
GENEVA

INTERNATIONAL PATENT COOPERATION UNION  
(PCT UNION)

ASSEMBLY

**Fifteenth Session (6<sup>th</sup> Ordinary)\***  
**Geneva, September 21 to 30, 1987**

CERTAIN MATTERS CONCERNING THE PCT UNION

*Memorandum of the Director General*

I. APPOINTMENT OF AN INTERNATIONAL PRELIMINARY  
EXAMINING AUTHORITY

1. During its fourteenth session, held in Geneva from September 8 to 12, 1986, the Assembly of the PCT Union decided, in the expectation that the United States of America would, before the next session of the Assembly, withdraw its reservation under Article 64(1)(a) of the PCT (declaring that the United States of America would not be bound by the provisions of Chapter II of the PCT), to provisionally appoint the United States Patent and Trademark Office (USPTO) as an International Preliminary Examining Authority; the Assembly also decided to approve in advance the required amendments to the existing agreement between the USPTO and the International Bureau provided that the amended agreement would, in substance, be similar to the agreements already concluded by the International Bureau with the other industrial property offices acting both as International Searching Authorities and International Preliminary Examining Authorities; it was understood, in particular, that the Assembly, at its first session following the amendment of the existing agreement, would be invited to confirm the appointment of the USPTO as an International Preliminary Examining Authority (see document PCT/A/XIV/3, paragraph 15).

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\* *Editor's Note:* This electronic document has been created from the paper original and may contain errors. Please bring any such errors to the attention of the PCT Legal Division by e-mail at [pct.legal@wipo.int](mailto:pct.legal@wipo.int)

2. The United States of America withdrew its reservation under Article 64(1)(a) of the PCT with effect on July 1, 1987, and the existing agreement between the USPTO and the International Bureau was amended with effect on that same date. The amended agreement, which is similar in substance to the other existing agreements, was published on June 4, 1987, in PCT Gazette No. 12/1987, page 2181.

*3. The Assembly of the PCT Union is invited to confirm the appointment of the USPTO as an International Preliminary Examining Authority.*

## II. EXTENSION OF APPOINTMENT OF SEVEN INTERNATIONAL SEARCHING AND PRELIMINARY EXAMINING AUTHORITIES; APPROVAL OF THE CORRESPONDING AGREEMENTS

4. Under Articles 16(3)(d) and 32(3) of the PCT, the appointment of any International Searching and Preliminary Examining Authority (hereinafter referred to as "Authority") "shall be for a fixed period of time and may be extended for further periods." The appointment of each existing Authority will expire on the same date as the corresponding agreement concluded with the International Bureau. For seven of the eight existing Authorities, the corresponding agreements will expire in 1988 or in early 1989<sup>1</sup>. Those seven Authorities are the Patent Office of Australia, the Austrian Patent Office, the Japanese Patent Office, the USSR State Committee for Inventions and Discoveries, the Royal Patent and Registration Office of Sweden, the United States Patent and Trademark Office and the European Patent Office. The appointment of those seven Authorities must therefore be extended by the Assembly, and the renewal of the corresponding agreements with the International Bureau requires approval by the Assembly. It is proposed that the appointment of the seven Authorities be extended to the same date, i.e., December 31, 1997, which corresponds to the date of expiration provided for in all the new texts of the agreements.

5. As noted by the Assembly during its fourteenth session (see document PCT/A/XIV/3, paragraph 16), the agreements with the seven above-mentioned Authorities cannot be simply renewed because they contain obsolete provisions or provisions which require adaptation to the changes made in the Regulations under the PCT in 1984. Therefore, and also in order to achieve a further harmonization of the substance and wording of the agreements, it was decided to amend them. The International Bureau proposed to the seven Authorities new texts which were as uniform as possible and which was the basis of individual negotiations with each of those Authorities. The results of those negotiations are new texts of the agreements, which are reproduced in the Annex to this document and which are hereby submitted to the Assembly for approval.

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<sup>1</sup> The agreement between the International Bureau and the eighth International Preliminary Examining Authority, namely, the United Kingdom Patent Office, will expire in 1993 and is not renewable.

6. It is to be noted that the Administrative Council of the European Patent Organization approved, on June 2, 1987, the new text of the agreement concerning the European Patent Office.

*7. The Assembly is invited to extend until December 31, 1997, the appointment of the seven Authorities mentioned in paragraph 3 above, and to approve the new texts of the corresponding agreements as appearing in the Annex to this document.*

### III. CEILING OF THE DESIGNATION FEE

8. During its twelfth session, held in Geneva from September 24 to 28, 1984, the Assembly decided to modify the structure of the designation fee on a trial basis and to review that measure, in the light of experience, on the occasion of the next reconsideration of the level of the PCT fees (see document PCT/A/XII/4, paragraph 11). That modification aimed at stimulating designations and consisted in fixing, with effect on January 1, 1985, a maximum for the designation fee corresponding to the equivalent of ten designations; such a ceiling on the designation fee means that the applicant can, by paying ten designations fees, make designations higher in number than ten, all designations in excess of ten designations being free of charge (see document PCT/A/XII/1, paragraph 13).

9. During its thirteenth session, held in Geneva from September 23 to October 1, 1985, the Assembly decided that the question of the ceiling of the designation fee would be reviewed on the occasion of its next ordinary session, in September 1987 (see document PCT/A/XIII/3, paragraph 10).

10. The Assembly has now to decide whether to maintain the ceiling of the designation fee or to come back to the previous structure of the designation fee in which no such ceiling existed. In order to allow for such decision to be taken in full knowledge of the facts, a reply has to be given to the question whether the ceiling of the designation has so far achieved its purpose, namely, to stimulate designations.

11. Since the introduction of the ceiling of the designation fee, the average number of designations has significantly increased. Whereas, in 1984, the average number of PCT Contracting States designated per international application was 9.89 and the average number of designation fees due per international application was 4.76, those average numbers were 12.12 and 5.43, respectively, in 1985 and 13.48 and 5.93, respectively, in 1986<sup>1</sup>. Such increases cannot be attributed to the adhesion of new member States since in 1985 and 1986 there were only two new member States and since the adhesion of those two States had practically no effect on designations<sup>2</sup>.

12. The proportion of cases in which international applications contained more than ten designations for which a designation fee is due was 8.6% in 1985, whereas it was 11.20% in 1986. Those figures demonstrate that a not insignificant number of applicants use the possibility of making more than ten designations for the price of ten. Also, contacts with the users of the PCT system show that the said possibility makes the PCT more attractive.

13. There may be, and there are certainly, other reasons than the ceiling of the designation fee to explain the increase in designations. In particular, applicants are more and more aware of one of the main advantages of the PCT, namely, the possibility of securing, at low cost at the time of filing, an option for the protection of their inventions and of taking at a later stage final decisions on the countries where they want to have patent protection. But it can be said that the ceiling of the designation fee has certainly contributed to the increase in designations which occurred in 1985 and 1986 and has therefore achieved its purpose, namely, to stimulate designations. It is therefore proposed to maintain the present structure of the designation fee with the ceiling of the latter.

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<sup>1</sup> The difference between the average number of States which are designated and the average number of designation fees which are due flows from the fact that, if the applicant requests the grant of a European patent (or an OAPI patent), a single designation fee is payable irrespective of the number of States party to the European Patent Convention (or members of OAPI) for which the European patent (or the OAPI patent) is so requested.

<sup>2</sup> The two countries in question are Barbados, which was designated in 3.27% of the cases in 1985 and 6.9% of the cases in 1986, and Italy, which can only be designated for the purposes of a European patent for which, as recalled in the preceding footnote, only one designation fee is payable under the PCT irrespective of the number of States party to the European Patent Convention which are designated for a European patent.

*14. The Assembly is invited to decide that the ceiling of the designation fee is maintained for 1988 and the subsequent years.*

[Annex follows]

ANNEX

AGREEMENTS

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AGREEMENT

between

THE GOVERNMENT OF AUSTRALIA

and the WORLD INTELLECTUAL PROPERTY ORGANIZATION

in relation to the functioning of the

PATENT OFFICE OF THE GOVERNMENT

of AUSTRALIA as an

International Searching and International Preliminary

Examining Authority under the Patent Cooperation Treaty



## Preamble

The Government of Australia and the World Intellectual Property Organization, considering that the Agreement of February 29, 1980, between the Patent Office of the Government of Australia and the International Bureau under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty was concluded for a period of ten years, desirous to continue the appointment of the Patent Office of the Government of Australia as an International Searching and International Preliminary Examining Authority under the Patent Cooperation Treaty, hereby agree as follows:

## Article 1

### Terms and Expressions Used in the Agreement

- (1) For the purposes of this Agreement:
  - (a) "Treaty" means the Patent Cooperation Treaty;
  - (b) "Regulations" means the Regulations under the Treaty;
  - (c) "Administrative Instructions" means the Administrative Instructions under the Treaty;
  - (d) "Article" (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
  - (e) "Rule" means a Rule of the Regulations;
  - (f) "Contracting State" means a State party to the Treaty;
  - (g) "Authority" means the Patent Office of the Government of Australia.

(2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

## Article 2

### Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching and International Preliminary Examining Authority as are provided under the Treaty, the Regulations, the Administrative Instructions and this Agreement. In carrying out international search and international preliminary examination, the Authority shall be guided by the Guidelines for International Search and for International Preliminary Examination to be Carried Out under the Patent Cooperation Treaty. The Authority shall apply and observe all the common rules of international search and of international preliminary examination.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent possible, mutual assistance in the performance of their functions thereunder.

## Article 3

### Competence of Authority

(1) The Authority shall act as an International Searching Authority for all international applications filed with the receiving Office of, or acting for, any Contracting State indicated in Annex A of this Agreement, provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

(2) The Authority shall act as an International Preliminary Examining Authority for all international applications filed with the receiving Office of, or acting for, any Contracting State indicated in Annex A of this Agreement, provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

## Article 4

### Subject Matter not required to be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or shall not be obliged to examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that the international application relates to subject matter set forth in Rule 39.1 or Rule 67.1, as the case may be, with the exception of the subject matter specified in Annex B of this Agreement.

## Article 5

### Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its function as an International Searching and International Preliminary Examining Authority, is set out in Annex C of this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the search fee paid where an international search report can be wholly or partly based on the results of an earlier search made by the Authority (Rules 16.3 and 41.1) or where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

## Article 6

### Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

## Article 7

### Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, the Authority shall use the English language.

## Article 8

### International-Type Search

The Authority shall carry out international-type searches to the extent decided by it.

## Article 9

### Entry into force of the Agreement

- (1) This Agreement shall enter into force on January 1, 1988.
- (2) This Agreement supersedes, as from the date of its entry into force, the Agreement which was concluded on February 29, 1980.

## Article 10

### Duration and Renewability of the "Agreement"

This Agreement shall remain in force until December 31, 1997. The parties to this Agreement shall, no later than January 1997, start negotiations for its renewal.

## Article 11

### Amendment

- (1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.
- (2) Without prejudice to paragraph (3), amendments may be made to the Annexes of this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; they shall take effect on the date agreed upon by them.
- (3) The Authority may, by notice in writing given to the Director General of the World Intellectual Property Organization:
  - (i) add to the languages listed in Annex A of this Agreement;
  - (ii) amend the schedule of fees and other charges contained in Annex C of this Agreement.
- (4) Any amendment notified under paragraph (3) shall take effect on the date specified by the Authority, provided that for any increase of fees or other charges contained in Annex C that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12

Termination of the Agreement

- (1) This Agreement shall terminate before December 31, 1997:
- (i) if the Government of Australia gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
  - (ii) if the Director General of the World Intellectual Property Organization gives the Government of Australia written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DONE at Geneva, this ..... day of ..... 1987, in two originals in the English language.

For the Government of  
Australia by:

For the World Intellectual Property  
Organization by:

.....

.....

ANNEX A

STATES AND LANGUAGES

Under Article 3 of the Agreement, the Authority

(i) shall act for the following States:

Australia and

the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations;

(ii) specifies the following language:

English.

ANNEX B

SUBJECT MATTER NOT EXCLUDED  
FROM SEARCH OR EXAMINATION

The subject matter set forth in Rule 39.1 or Rule 67.1 which, under Article.4 of the Agreement, is not excluded from search or examination, is the following:

None.

ANNEX C  
FEES AND CHARGES FOR INTERNATIONAL SEARCH  
AND PRELIMINARY EXAMINATION

Part I: Schedule of Fees and Charges

<u>Kind of fee or charge</u>	<u>Amount</u> Australian Dollars
Search fee (Rule 16.1 (a)) .....	430
Additional fee (Rule 40.2(a)) .....	380
Preliminary examination fee (Rule 58.1(b)) .....	215
Additional fee (Rule 68.3(a)) .....	215
Providing copies of cited documents (Rules 44.3(b) and 71.2(b)) .....	5 per document

Part II: Conditions and Extent of Refunds of the Search Fee and of the Preliminary Examination Fee

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or is considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall be fully refunded.

(3) Where the Authority benefits from an earlier search, 25%, 50%, 75% or 90% of the search fee shall be refunded, depending upon the extent to which the Authority benefits from that earlier search.

(4) In the cases provided for under Rule 58.3, the amount of the preliminary examination fee paid shall be fully refunded.

(5) If the international application or the demand is withdrawn before the start of the international preliminary examination, the amount of the preliminary examination fee paid shall be fully refunded.

AGREEMENT

Between

the FEDERAL MINISTER FOR ECONOMIC AFFAIRS of the REPUBLIC OF  
AUSTRIA

and the WORLD INTELLECTUAL PROPERTY ORGANIZATION

in relation to the functioning of the

AUSTRIAN PATENT OFFICE as an

International Searching and International Preliminary

Examining Authority under the Patent Cooperation Treaty



## Preamble

The Federal Minister for Economic Affairs of the Republic of Austria and the World Intellectual Property Organization, considering that the Agreement of February 21, 1979, between the Federal Minister for Trade, Commerce and Industry of Austria and the International Bureau under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty was concluded for a period of ten years, desirous to continue the appointment of the Austrian Patent Office as an International Searching and International Preliminary Examining Authority under the Patent Cooperation Treaty, hereby agree as follows:

## Article 1

### Terms and Expressions Used in the Agreement

- (1) For the purposes of this Agreement:
  - (a) “Treaty” means the Patent Cooperation Treaty;
  - (b) “Regulations” means the Regulations under the Treaty;
  - (c) “Administrative Instructions” means the Administrative Instructions under the Treaty;
  - (d) “Article” (except where a specific reference is made to an Article of this Agreement) means an ‘Article of the Treaty’;
  - (e) “Rule” means a Rule of the Regulations;
  - (f) “Contracting State” means a State party to the Treaty;
  - (g) “Authority” means the Austrian Patent Office.

(2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

## Article 2

### Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching and International Preliminary Examining Authority as are provided under the Treaty, the Regulations, the Administrative Instructions and this Agreement. In carrying out international search and international preliminary examination, the Authority shall be guided by the Guidelines for International Search and for International Preliminary Examination to be Carried Out under the Patent Cooperation Treaty. The Authority shall apply and observe all the common rules of international search and of international preliminary examination.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render to the extent possible mutual assistance in the performance of their functions thereunder.

## Article 3

### Competence of Authority

(1) The Authority shall act as an International Searching Authority for all international applications filed with the receiving Office of, or acting for, any Contracting State indicated in Annex A of this Agreement, provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

(2) The Authority shall act as an International Preliminary Examining Authority for all international applications filed with the receiving Office of, or acting for, any Contracting State indicated in Annex A of this Agreement, provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

## Article 4

### Subject Matter Not Required to be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or shall not be obliged to examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that the international application relates to subject matter set forth in Rule 39.1 or Rule 67.1, as the case may be, with the exception of the subject matter specified in Annex B of this Agreement.

## Article 5

### Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make in relation to its function as an International Searching and International Preliminary Examining Authority is set out in Annex C of this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the search fee paid where an international search report can be wholly or partly based on the results of an earlier search made by the Authority (Rules 16.3 and 41.1) or where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

## Article 6

### Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

## Article 7

### Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language specified in Annex A of this Agreement, which is the language of the international application.

## Article 8

### International-Type Search

The Authority shall carry out international-type searches to the extent decided by it.

Article 9  
Entry Into Force of the Agreement

- (1) This Agreement shall enter into force on January 1, 1988.
- (2) This Agreement supersedes, as from the date of its entry into force, the Agreement which was concluded on February 21, 1979.

Article 10  
Duration and Renewability of the Agreement

This Agreement shall remain in force until December 31, 1997. Latest in January 1997, the parties to this Agreement shall start negotiations for its renewal.

Article 11  
Amendment

- (1) Without prejudice to paragraphs (2) and (3), amendments may subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.
- (2) Without prejudice to paragraph (3), amendments may be made to the Annexes of this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Federal Minister for Economic Affairs of the Republic of Austria; they shall take effect on the date agreed upon by them.
- (3) The Federal Minister for Economic Affairs of the Republic of Austria may, by notice in writing given to the Director General of the World Intellectual Property Organization:
  - (i) add to the States and languages listed in Annex A of this Agreement;
  - (ii) amend the schedule of fees and other charges contained in Annex C of this Agreement.
- (4) Any amendment notified under paragraph (3) shall take effect on the date specified by the Federal Minister for Economic Affairs of the Republic of Austria, provided that for any increase of fees or other charges contained in Annex C that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12

Termination of the Agreement

- (1) This Agreement shall terminate before December 31, 1997:
- (i) if the Federal Minister for Economic Affairs of the Republic of Austria gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
  - (ii) if the Director General of the World Intellectual Property Organization gives the Federal Minister for Economic Affairs of the Republic of Austria written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DONE at Geneva, this ..... day of ..... 1987, in two originals in the English and German languages, each text being equally authentic.

For the Federal Minister for Economic  
Affairs of the Republic of Austria by:

For the World Intellectual Property  
Organization by:

.....

.....

ANNEX A

STATES AND LANGUAGES

Under Article 3 of the Agreement, the Authority

(i) shall act for the following States:

the Hungarian People's Republic and the States regarded as a developing country in conformity with the established practice of the General Assembly of the United Nations provided that the Republic of Austria, in accordance with its obligations undertaken within the framework of the European Patent Organization, has concluded with those States an agreement for that purpose;

(ii) specifies the following languages:

English,  
French,  
German.

ANNEX B

SUBJECT MATTER NOT EXCLUDED  
FROM SEARCH OR EXAMINATION

The subject matter set forth in Rule 39.1 or Rule 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination, is the following:

Methods for treatment of the animal body by surgery or therapy, as well as diagnostic methods.

ANNEX C

FEES AND CHARGES FOR INTERNATIONAL SEARCH  
AND PRELIMINARY EXAMINATION

Part I: Schedule of Fees and Charges

Kind of fee or charge	Amount Schilling
Search fee (Rule 16.1(a)) .....	2,000
Additional fee (Rule 40.2(a)) .....	2,000
Preliminary examination fee (Rule 58.1(b)) .....	2,000
Additional fee (Rule 68.3(a)) .....	2,000
Cost of copies (Rule 44.3(b), 71.2(b) and 94.1) .....	6 per page

Part II: Conditions and Extent of Refunds of the Search Fee and of the  
Preliminary Examination fee

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or is considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall be fully refunded.

(3) Where the Authority benefits from an earlier search to the full extent or to a substantially prevailing portion, 75% of the search fee shall be refunded.

(4) In the cases provided for under Rule 58.3, the amount of the preliminary examination fee paid shall be fully refunded.

(5) If the international application or the demand is withdrawn before the start of the international preliminary examination, the amount of the preliminary examination fee paid shall be fully refunded.

AGREEMENT

between

the PATENT OFFICE OF JAPAN

and the WORLD INTELLECTUAL PROPERTY ORGANIZATION

in relation to the functioning of the

PATENT OFFICE OF JAPAN as an

International Searching and International Preliminary

Examining Authority under the Patent Cooperation Treaty



Preamble

The Patent Office of Japan and the World Intellectual Property Organization, considering that the Agreement of July 15, 1978, between the Patent Office of Japan and the International Bureau under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty was concluded for a period of ten years, desirous to continue the appointment of the Patent Office of Japan as an International Searching and International Preliminary Examining Authority under the Patent Cooperation Treaty, hereby agree as follows:

Article 1

Terms and Expressions Used in the Agreement

- (1) For the purposes of this Agreement:
  - (a) “Treaty” means the Patent Cooperation Treaty;
  - (b) “Regulations” means the Regulations under the Treaty;
  - (c) “Administrative Instructions” means the Administrative Instructions under the Treaty;
  - (d) “Article” (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
  - (e) “Rule” means a Rule of the Regulations;
  - (f) “Contracting State” means a State party to the Treaty;
  - (g) “Authority” means the Patent Office of Japan.

(2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2

Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching and International Preliminary Examining Authority as are provided under the Treaty, the Regulations, the Administrative Instructions and this Agreement. In carrying out international search and international preliminary examination, the Authority shall be guided by the Guidelines for International Search and for International Preliminary Examination to be Carried Out under the Patent Cooperation Treaty. The Authority shall apply and observe all the common rules of international search and of international preliminary examination.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent possible, mutual assistance in the performance of their functions thereunder.

Article 3

Competence of Authority

(1) The Authority shall act as an International Searching Authority for all international applications filed with the receiving Office of, or acting for, any Contracting State indicated in Annex A of this Agreement, provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

(2) The Authority shall act as an International Preliminary Examining Authority for all international applications filed with the receiving Office of, or acting for, any Contracting State indicated in Annex A of this Agreement, provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

Article 4

Subject Matter Not Required to be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or shall not be obliged to examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that the international application relates to subject matter set forth in Rule 39.1 or Rule 67.1, as the case may be, with the exception of the subject matter specified in Annex B of this agreement.

Article 5

Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its function as an International Searching and International Preliminary Examining Authority, is set out in Annex C of this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the search fee paid where an international search report can be wholly or partly based on the results of an earlier search made by the Authority (Rules 16.3 and 41.1) or where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

Article 6

Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

Article 7

Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language, specified in Annex A of this Agreement, which is the language of the international application.

Article 8

Entry Into Force of the Agreement

(1) This Agreement shall enter into force on January 1, 1988.

(2) This Agreement supersedes, as from the date of its entry into force, the Agreement which was concluded on July 15, 1978.

Article 9

Duration and Renewability of the Agreement

This Agreement shall remain in force until December 31, 1997. Latest in January 1997, the parties to this Agreement shall start negotiations for its renewal.

Article 10

Amendment

(1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.

(2) Without prejudice to paragraph (3), amendments may be made to the Annexes of this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; they shall take effect on the date agreed upon by them.

(3) The Authority may, by notice in writing given to the Director General of the World Intellectual Property Organization:

- (i) add to the languages listed in Annex A of this Agreement;
- (ii) amend the schedule of fees and other charges contained in Annex C of this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified by the Authority, provided that for any increase of fees or other charges contained in Annex C that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 11

Termination of the Agreement

(1) This Agreement shall terminate before December 31, 1997:

- (i) if the Authority gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
- (ii) if the Director General of the World Intellectual Property Organization gives the Authority written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DONE at Geneva, this ..... day of ..... 1987, in two originals in the English and Japanese languages, each text being equally authentic.

For the Authority by:

For the World Intellectual Property  
Organization by:

.....

.....

ANNEX A

STATES AND LANGUAGES

Under Article 3 of the Agreement, the Authority

(i) shall act for the following States;

Japan,  
Republic of Korea;

(ii) specifies the following languages:

Japanese,  
English (where the international application is filed with the Japanese Patent Office).

ANNEX B

SUBJECT MATTER NOT EXCLUDED  
FROM SEARCH OR EXAMINATION

The subject matter set forth in Rule 39.1 or Rule 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination, is the following:

None.

ANNEX C

FEES AND CHARGES FOR INTERNATIONAL SEARCH  
AND PRELIMINARY EXAMINATION

Part I: Schedule of Fees and Charges

<u>Kind of fee or charge</u>	<u>Amount</u> Yen
Search fee (Rule 16.1(a)) .....	54,000
Additional fee (Rule 40.2(a)) .....	47,000
Preliminary examination fee (Rule 58.1(b)) .....	20,000
Additional fee (Rule 68.3(a)) .....	13,000
Cost of copies (Rules 44.3(b), 71.2(b) and 94.1) .....	1,300 per document

Part II: Conditions and Extent of Refunds of the Search Fee and of the Preliminary Examination Fee

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international search report can be based to a considerable part on an earlier search, the amount of 23,000 Yen shall be refunded upon request.

(3) In the cases provided for under Rule 58.3, the amount of the preliminary examination fee paid shall be fully refunded.

(4) The conditions and the extent of the refund of the search fee, in the case where the international application is withdrawn or is considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, and the conditions and the extent of the refund of the preliminary examination fee, in the case where the international application or the demand is withdrawn before the start of the international preliminary examination, shall be determined in due course, with effect from a date to be fixed by the Authority.

AGREEMENT

between

the USSR STATE COMMITTEE FOR INVENTIONS AND DISCOVERIES

and the WORLD INTELLECTUAL PROPERTY ORGANIZATION

in relation to the functioning of the

USSR STATE COMMITTEE FOR INVENTIONS AND DISCOVERIES as an

International Searching and International Preliminary

Examining Authority under the Patent Cooperation Treaty



Preamble

The USSR State Committee for Inventions and Discoveries and the World Intellectual Property Organization, considering that the Agreement of April 11, 1978, between the USSR State Committee for Inventions and Discoveries and the International Bureau under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty was concluded for a period of ten years, desirous to continue the appointment of the USSR State Committee for Inventions and Discoveries as an International Searching and International Preliminary Examining Authority under the Patent Cooperation Treaty, hereby agree as follows:

Article 1

Terms and Expressions Used in the Agreement

- (1) For the purposes of this Agreement:
  - (a) "Treaty" means the Patent Cooperation Treaty;
  - (b) "Regulations" means the Regulations under the Treaty;
  - (c) "Administrative Instructions" means the Administrative Instructions under the Treaty;
  - (d) "Article" (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
  - (e) "Rule" means a Rule of the Regulations;
  - (f) "Contracting State" means a State party to the Treaty;
  - (g) "Authority" means the USSR State Committee for Inventions and Discoveries.

(2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

## Article 2

### Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching and International Preliminary Examining Authority as are provided under the Treaty, the Regulations, the Administrative Instructions and this Agreement. In carrying out international search and international preliminary examination, the Authority shall be guided by the Guidelines for International Search and for International Preliminary Examination to be Carried Out under the Patent Cooperation Treaty. The Authority shall apply and observe all the common rules of international search and of international preliminary examination.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent possible, mutual assistance in the performance of their functions thereunder.

## Article 3

### Competence of Authority

(1) The Authority shall act as an International Searching Authority for all international applications filed with the receiving Office of, or acting for, any Contracting State, provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

(2) The Authority shall act as an International Preliminary Examining Authority for all international applications filed with the receiving Office of, or acting for, any Contracting State, provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

## Article 4

### Subject Matter Not Required to be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or shall not be obliged to examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that the international application relates to subject matter set forth in Rule 39.1 or Rule 67.1, as the case may be, with the exception of the subject matter specified in Annex B of this Agreement.

Article 5

Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its function as an International Searching and International Preliminary Examining Authority, is set out in Annex C of this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the search fee paid where an international search report can be wholly or partly based on the results of an earlier search made by the Authority (Rules 16.3 and 41.1) or where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

Article 6

Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

Article 7

Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language, specified in Annex A of this Agreement, which is the language of the international application.

Article 8

International-Type Search

The Authority shall carry out international-type searches to the extent decided by it.

Article 9

Entry into Force of the Agreement

- (1) This Agreement shall enter into force on January 1, 1988.
- (2) This Agreement supersedes, as from the date of its entry into force, the Agreement which was concluded on April 11, 1978.

Article 10

Duration and Renewability of the Agreement

This Agreement shall remain in force until December 31, 1997. Latest in January 1997, the parties to this Agreement shall start negotiations for its renewal.

Article 11

Amendment

- (1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.
- (2) Without prejudice to paragraph (3), amendments may be made to the Annexes of this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; they shall take effect on the date agreed upon by them.
- (3) The Authority may, by notice in writing given to the Director General of the World Intellectual Property Organization:
  - (i) add to the languages listed in Annex A of this Agreement;
  - (ii) amend the schedule of fees and other charges contained in Annex C of this Agreement.
- (4) Any amendment notified under paragraph (3) shall take effect on the date specified by the Authority, provided that for any increase of fees or other charges contained in Annex C that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12

Termination of the Agreement

- (1) This Agreement shall terminate before December 31, 1997:
  - (i) if the Authority gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
  - (ii) if the Director General of the World Intellectual Property Organization gives the Authority written notice to terminate this Agreement.
- (2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DONE at Geneva, this ..... day of ..... 1987, in two originals in the English and Russian languages, each text being equally authentic.

For the Authority by:

For the World Intellectual Property  
Organization by:

.....

.....

ANNEX A

STATES AND LANGUAGES

Under Article 3 of the Agreement, the Authority specifies the following languages:

Russian  
English,  
French,  
German.

ANNEX B

SUBJECT MATTER NOT EXCLUDED  
FROM SEARCH OR EXAMINATION

The subject matter set forth in Rule 39.1 or Rule 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination, is the following:

None.

ANNEX C

FEES AND CHARGES FOR INTERNATIONAL SEARCH  
AND PRELIMINARY EXAMINATION

Part I: Schedule of Fees and Charges

<u>Kind of fee or charge</u>	<u>Amount</u> Rouble
Search fee (Rule 16.1(a)) .....	250
Additional fee (Rule 40.2(a)) .....	170
Preliminary examination fee (Rule 58.1(b)):	
(i) where the international search report has been established by the Authority .....	150
(ii) where the international search report has been established by an International Searching Authority other than the Authority .....	300
Additional fee (Rule 68.3(a)):	
(i) where the international search report has been established by the Authority .....	200
(ii) where the international search report has been established by an International Searching Authority other than the Authority .....	100
Cost of copies of cited documents (Rules 44.3(b) and 71.2(b)) .....	0.20 per page
Cost of copies of documents contained in the file of the international application (Rule 94.1) .....	0.50 per page

Part II: Conditions and Extent of Refunds of the Search Fee and of the Preliminary  
Examination Fee

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or is considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall be fully refunded.



Annex C, page 2

(3) Where the international search report is based on an earlier search the following refund shall be made:

- (i) if the earlier search was so complete that only a minor updating search is required: refund of 90% (50%)\*;
- (ii) if the earlier search relates practically to the same invention but the claims in the international application under consideration differ so that it is necessary to search 1-3 additional IPC subgroups: refund of 70% (40%)\*;
- (iii) if the earlier search saves one half of the efforts usually made to carry out international search: refund 40% (25%)\*;
- (iv) if the earlier search applies only to a few IPC subgroups: refund of 20% (10%)\*

(4) In the cases provided for under Rule 58.3, the amount of the preliminary examination fee paid less 25 Roubles shall be fully refunded.

(5) If the international application or the demand is withdrawn before the start of the international preliminary examination, the amount of the preliminary examination fee paid shall be fully refunded.

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\* The amount in brackets is applicable if the earlier search has been carried out by the Authority under the WIPO Permanent Program for Development Cooperation Related to Industrial Property or on request of a member State of the Council for Mutual Economic Assistance (CMEA).

AGREEMENT

between

the ROYAL PATENT AND REGISTRATION OFFICE OF SWEDEN

and the WORLD INTELLECTUAL PROPERTY ORGANIZATION

in relation to the functioning of the

ROYAL PATENT AND REGISTRATION OFFICE OF SWEDEN as an

International Searching and International Preliminary

Examining Authority under the Patent Cooperation Treaty

Preamble

The Royal Patent and Registration Office of Sweden and the World Intellectual Property Organization, considering that the Agreement of April 11, 1978, between the Royal Patent and Registration Office of Sweden and the International Bureau under Articles 16(3) (b) and 32(3) of the Patent Cooperation Treaty was concluded for a period of ten years, desirous to continue the appointment of the Royal Patent and Registration Office of Sweden as an International Searching and International Preliminary Examining Authority under the Patent Cooperation Treaty,

hereby agree as follows:

Article 1

Terms and Expressions Used in the Agreement

- (1) For the purposes of this Agreement:
  - (a) “Treaty” means the Patent Cooperation Treaty;
  - (b) “Regulations” means the Regulations under the Treaty;
  - (c) “Administrative Instructions” means the Administrative Instructions under the Treaty;
  - (d) “Article” (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
  - (e) “Rule” means a Rule of the Regulations;
  - (f) “Contracting State” means a State party to the Treaty;
  - (g) “Authority” means the Royal Patent and Registration Office of Sweden.
- (2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

## Article 2

### Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching and International Preliminary Examining Authority as are provided under the Treaty, the Regulations, the administrative Instructions and this Agreement. In carrying out international search and international preliminary examination, the Authority shall be guided by the Guidelines for International Search and for International Preliminary Examination to be Carried Out under the Patent Cooperation Treaty. The Authority shall apply and observe all the common rules of international search and of international preliminary examination.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent possible, mutual assistance in the performance of their functions thereunder

## Article 3

### Competence of Authority

(1) The Authority shall act as an International Searching Authority for all international applications filed with the receiving Office of or acting for any Contracting State indicated in Annex A of this Agreement provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

(2) The Authority shall act as an International Preliminary Examining Authority for all international applications filed with the receiving Office of or acting for any Contracting State indicated in Annex A of this Agreement provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

## Article 4

### Subject Matter Not Required to be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or shall not be obliged to examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that the international application relates to subject matter set forth in Rule 39.1 or Rule 67.1, as the case may be, with the exception of the subject matter specified in Annex B of this Agreement.

Article 5

Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make in relation to its function as an International Searching and International Preliminary Examining Authority is set out in Annex C of this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the search fee paid where an international search report can be wholly or partly based on the results of an earlier search made by the Authority (Rules 16.3 and 41.1) or where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

Article 6

Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

Article 7

Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use English or Swedish and may use instead any other language specified in Annex A of this Agreement where that language is the language of the international application.

Article 8

International-Type Search

The Authority shall carry out international-type searches to the extent decided by it.

Article 9

Entry Into Force of the Agreement

- (1) This Agreement shall enter into force on January 1, 1988.
- (2) This Agreement supersedes, as from the date of its entry into force, the Agreement which was concluded on April 11, 1978.

Article 10

Duration and Renewability of the Agreement

This Agreement shall remain in force until December 31, 1997. Latest in January 1997, the parties to this Agreement shall start negotiations for its renewal.

Article 11

Amendment

- (1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.
- (2) Without prejudice to paragraph (3), amendments may be made to the Annexes of this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; they shall take effect on the date agreed upon by them.
- (3) The Authority may, by notice in writing given to the Director General of the World Intellectual Property Organization:
  - (i) add to the languages listed in Annex A of this Agreement;
  - (ii) amend the schedule of fees and other charges contained in Annex C of this Agreement.
- (4) Any amendment notified under paragraph (3) shall take effect on the date specified by the Authority, provided that for any increase of fees or other charges contained in Annex C that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12

Termination of the Agreement

- (1) This Agreement shall terminate before December 31, 1997:
  - (i) if the Authority gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
  - (ii) if the Director General of the World Intellectual Property Organization gives the Authority written notice to terminate this Agreement.
  
- (2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

IN WITNESS WHEREOF the parties hereto executed this Agreement.

DONE at Geneva, this ..... day of ..... 1987, in two originals in the English language.

For the Authority by:

For the World Intellectual Property Organization by:

.....

.....



ANNEX A

STATES AND LANGUAGES

Under Article 3 of the Agreement, the Authority

(i) shall act for the following States:

- (a) Denmark
- Finland
- Iceland
- Norway
- Sweden

(b) the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations, provided that Sweden, in accordance with its obligations undertaken within the framework of the European Patent Organization, has concluded with those States an Agreement for that purpose;

(ii) specifies the following languages:

(a) for international applications filed with the receiving Office of, or acting for, any State referred to in (i) (a), above:

- Danish
- English
- Finnish
- Norwegian
- Swedish

(b) for international applications filed with the receiving Office of, or acting for, any State referred in (i) (b), above:

- Danish
- English
- Finnish
- French
- Norwegian
- Swedish

ANNEX B

SUBJECT MATTER NOT EXCLUDED  
FROM SEARCH OR EXAMINATION

The subject matter set forth in Rule 39.1 or Rule 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination, is the following:

None

ANNEX C

FEES AND CHARGES FOR INTERNATIONAL SEARCH  
AND PRELIMINARY EXAMINATION

Part I: Schedule of Fees and Charges

<u>Kind of fee or charge</u>	<u>Amount</u> Swedish kroner (SEK)
Search fee (Rule 16.1(a)):	
(i) if an earlier search was made by the Authority, the Danish Patent Office, the National Board of Patents and Registration of Finland or the Norwegian Patent Office .....	1,600
(ii) in all other cases .....	2,200
Additional fee (Rule 40.2(a)) .....	2,200
Translation of international application (Rule 48.3) .....	1.10 per word
Preliminary examination fee (Rule 58.1(b)) .....	1,500
Additional fee (rule 68.3(a)) .....	1,500
Cost of copies (Rules 44.3(b), 71.2(b) and 94.1) .....	4.00 per page
Preparing and mailing copies of all documents cited in the international search report (Rule 44.3(b)) (if requested when the international application is filed) .....	175 per set
Preparing and mailing copies of all documents cited in the international preliminary examination report (Rule 71.2(bb)) (if requested when the demand is filed) .....	175 per set

Part II: Conditions and Extent of Refunds of the Search Fee and of the Preliminary Examination Fee

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or is considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall be fully refunded.

Annex C, page 2

(3) Where the Authority benefits from an earlier international or international-type search, 25%, 50%, 75% or 90% of the search fee paid according to Part I shall be refunded, depending upon the extent to which the Authority benefits from that earlier search.

(4) In the cases provided for under Rule 58.3, the following amounts of the preliminary examination fee paid shall be refunded.

- (a) refund of the full amount paid where Rule 54.4(a), Rule 57.4(c) or Rule 58.2(c) applies;
- (b) refund of the amount paid less the amount of the current transmittal fee where Rule 60.1(c) applies.

(5) If the international application or the demand is withdrawn before the start of the international preliminary examination, the amount of the preliminary examination fee paid shall be fully refunded.

AGREEMENT

between

the UNITED STATES PATENT AND TRADEMARK OFFICE

in relation to the functioning of the

UNITED STATES PATENT AND TRADEMARK OFFICE as an

International Searching and International Preliminary

Examining Authority under the Patent Cooperation Treaty

Preamble

The United States Patent and Trademark Office and the World Intellectual Property Organization, considering that the Agreement of April 11, 1978, as amended on May 20, 1987, between the United States Patent and Trademark Office and the International Bureau under Articles 16(3) (b) and 32(3) of the Patent Cooperation Treaty was concluded for a period of ten years, desirous to continue the appointment of the United States Patent and Trademark Office as an International Searching and International Preliminary Examining Authority under the Patent Cooperation Treaty,

hereby agree as follows:

Article 1

Terms and Expressions Used in the Agreement

- (1) For the purposes of this Agreement:
  - (a) “Treaty” means the Patent Cooperation Treaty;
  - (b) “Regulations” means the Regulations under the Treaty;
  - (c) “Administrative Instructions” means the Administrative Instructions under the Treaty;
  - (d) “Article” (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
  - (e) “Rule” means a Rule of the Regulations;
  - (f) “Contracting State” means a State party to the Treaty;
  - (g) “Authority” means the United States Patent and Trademark Office.

(2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

## Article 2

### Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching and International Preliminary Examining Authority as are provided under the Treaty, the Regulations, the Administrative Instructions and this Agreement. In carrying out international search and international preliminary examination, the Authority shall be guided by the Guidelines for International Search and for International Preliminary Examination to be Carried Out under the Patent Cooperation Treaty.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent considered to be appropriate by both the Authority and the International Bureau, mutual assistance in the performance of their functions thereunder.

## Article 3

### Competence of Authority

(1) The Authority shall act as an International Searching Authority for all international applications filed with the receiving Office of, or acting for, any Contracting State indicated in Annex A of this Agreement, provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

(2) The Authority shall act as an International Preliminary Examining Authority for all international applications filed with the receiving Office or, or acting for, any Contracting State indicated in Annex A of this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such applications are in one of the languages specified in Annex A of this Agreement, and that any other requirements regarding such applications as specified in annex of this Agreement have been met.

## Article 4

### Subject Matter not required to be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2) (a) (i), or shall not be obliged to examine, by virtue of Article 34(4) (a) (i), any international application to the extent that it considers that the international application relates to subject matter set forth in Rule 39.1 or Rule 67.1, as the case may be, with the exception of the subject matter specified in Annex B of this Agreement.

Article 5

Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its function as an International Searching and International Preliminary Examining Authority, is set out in Annex C of this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, reduce the search fee where an international search report can be wholly or partly based on the results of an earlier search made by the Authority (Rules 16.3 and 41.1), or refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall refund the whole or part of the preliminary examination fee paid under the conditions and to the extent set out in Annex C of this Agreement.

Article 6

Classification

The Authority shall indicate the International Patent Classification for the purposes of Rules 43.3(a) and 70.5(b) and may also apply the United States Patent Classification.

Article 7

Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, the Authority shall use the English language.

Article 8

International-Type Search

The Authority shall carry out international-type searches to the extent decided by it.

Article 9

Entry into Force of the Agreement

(1) This Agreement shall enter into force January 1, 1988.

(2) This Agreement supersedes, as from the date of its entry into force, the Agreement which was concluded on April 11, 1978.

Article 10

Duration and Renewability of the Agreement

This Agreement shall remain in force until December 31, 1997. Latest in January 1997, the parties to this Agreement shall start negotiations for its renewal.

Article 11

Amendment

(1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.

(2) Without prejudice to paragraph (3), amendments may be made to the Annexes of this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; they shall take effect on the date agreed upon by them.

(3) The Authority may, by notice in writing given to the Director General of the World Intellectual Property Organization:

- (i) add to the States and languages listed in Annex A of this Agreement;
- (ii) amend the schedule of fees and other charges contained in Annex C of this Agreement;

(4) Any amendment notified under paragraph (3) shall take effect on the date specified by the Authority, provided that for any increase of fees or other charges contained in Annex C that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12

Termination of the Agreement

(1) This Agreement shall terminate before December 31, 1997:

- (i) if the Authority gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
- (ii) if the Director General of the World Intellectual Property Organization gives the Authority written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.



IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DONE at Geneva, this ..... day of ..... 1987, in two originals in the English language.

For the Authority by:

For the World Intellectual Property  
Organization by:

.....

.....

ANNEX A

STATES AND LANGUAGES

- (1) Under Article 3(1) of the Agreement, the Authority
  - (i) shall act for the following States:  
United States of America, Brazil, Barbados
  - (ii) specifies the following languages:  
English.
- (2) Under Article 3(2) of the Agreement, the Authority
  - (i) shall act for the following States:  
United States of America and,  
where the Authority has prepared the international search report, Brazil and  
Barbados
  - (ii) specifies the following languages:  
English.

ANNEX B

SUBJECT MATTER NOT EXCLUDED  
FROM SEARCH OR EXAMINATION

The subject matter set forth in Rule 39.1 or Rule 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination, is the following:

Subject matter which is searched or examined in United States national applications.

ANNEX C

FEES AND CHARGES FOR INTERNATIONAL SEARCH  
AND PRELIMINARY EXAMINATION

Part I: Schedule of Fees and Charges

<u>Kind of fee or charge</u>	<u>Amount</u> US Dollar
Search fee (Rule 16.1(a))	
(i) where no corresponding prior United States national application With basic filing fee has been filed .....	\$520.00
(ii) where a corresponding prior United States national application with basic filing fee has been filed .....	\$350.00
Supplemental search fee (Rule 40.2(a)) ..... per additional invention	\$140.00
Preparation of an international-type search report in a United States national application .....	\$ 28.00
Preliminary examination fee (Rule 58.1(b))	
(i) where an international search fee has been paid on the international application for the benefit of the United States Patent and Trademark Office as an International Searching Authority .....	\$370.00
(ii) where the International Searching Authority for the international application was an authority other than the United States Patent and Trademark Office .....	\$570.00
Additional preliminary examination fee (Rule 68.3(a))	
(i) where a supplemental search fee has been paid on the international application to the United States Patent and Trademark Office as an International Searching Authority ..... per additional invention	\$125.00
(ii) where the International Searching Authority for the international application was an authority other than the United States Patent and Trademark Office ..... per additional invention	\$190.00
Cost of copies (Rule 94.1) .....	per page \$ 0.50

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Part II: Conditions and Extent of Refunds of the Search Fee and of the Preliminary Examination Fee

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or is considered withdrawn under Article 14(1), (3) or (4) before the start of the international search, the amount of the search fee paid shall be fully refunded.

(3) Where the demand is considered as if it had not been submitted (Rules 54.4(a), 57.4(c) and 60.1(c)), the amount of the preliminary examination fee paid shall be fully refunded.

(4) Where the demand or the international application is withdrawn by the applicant before the start of the preliminary examination, the amount of the preliminary examination fee paid, less a processing fee equivalent to the transmittal fee under Rule 14.1(b), shall be refunded.

AGREEMENT

between

the EUROPEAN PATENT ORGANISATION and the  
WORLD INTELLECTUAL PROPERTY ORGANIZATION

in relation to the functioning of the  
EUROPEAN PATENT OFFICE as an International Searching

And International Preliminary Examining Authority

Under the Patent Cooperation Treaty

Preamble

The European Patent Organisation and the World Intellectual Property Organization, considering that the Agreement of April 11, 1978, between the International Bureau and the European Patent Organisation under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty as well as Articles 154 and 155 of the European Patent Convention was concluded for a period of ten years, desirous to continue the appointment of the European Patent Office as an International Searching and International Preliminary Examining Authority under the Patent Cooperation Treaty,

hereby agree as follows:

Article 1

Terms and Expressions Used in the Agreement

- (1) For the purposes of this Agreement:
  - (a) “Treaty” means the Patent Cooperation Treaty;
  - (b) “Regulations” means the Regulations under the Treaty;
  - (c) “Administrative Instructions” means the Administrative Instructions under the Treaty;
  - (d) “Article” (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
  - (e) “Rule” means a Rule of the Regulations;
  - (f) “Contracting State” means a State party to the Treaty;
  - (g) “Authority” means the European Patent Office;
  - (h) “Convention” means the Convention on the Grant of European Patents (European Patent Convention).

(2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

## Article 2

### Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching and International Preliminary Examining Authority as are provided under the Treaty, the Regulations, the Administrative Instructions and this Agreement. In carrying out international search and international preliminary examination, the Authority shall be guided by the Guidelines for International Search and for International Preliminary Examination to be Carried Out under the Patent Cooperation Treaty. The Authority shall apply and observe all the common rules of international search and of international preliminary examination.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent possible, mutual assistance in the performance of their functions thereunder.

## Article 3

### Competence of Authority

(1) The Authority shall act as an International Searching Authority for all international applications filed with the receiving Office of, or acting for, any Contracting State, provided that the receiving Office specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

(2) The Authority shall act as an International Preliminary Examining Authority for all international applications filed with the receiving Office of, or acting for, any Contracting State, provided that the receiving Office specifies the Authority for that purpose and that, for such applications, the international search is or has been performed by the Authority or the industrial property office of a State party to the Convention.

(3) (a) Notwithstanding paragraphs (1) and (2), if the workload of the Authority reaches such a level that, because of its then existing facilities, it cannot perform the tasks assumed by it under this Agreement without risks for its proper functioning under the Convention, the Authority may:

- (i) entrust any industrial property office of a State party to the Convention with work in respect of international search or international preliminary examination to be carried out under the responsibility of the Authority;
- (ii) notify the International Bureau that it will limit the acceptance of international applications, either for international search or for international preliminary examination, to a given number each year of international applications filed with specific receiving Offices. Any such limitation shall take effect, where a date has been agreed upon with the receiving Office, on that date; otherwise, it shall take effect nine months from the date on which the Authority notified the International Bureau of the limitation.

(b) The initial duration of any limitation under subparagraph (a)(ii) shall not exceed a period of two years. The limitation may be extended one or more times for a period of not more than two years each, provided that notice of four months is given prior to the expiration of the preceding period.

(c) Before applying or modifying any measure under subparagraph (a)(ii), including any extension under subparagraph (b), the Authority shall enter into consultations with the International Bureau with the view to finding solutions other than a limitation under subparagraph (a)(ii).

#### Article 4

##### Subject Matter Not Required to be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or shall not be obliged to examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that the international application relates to subject matter set forth in Rule 39.1 or Rule 67.1, as the case may be, with the exception of the subject matter specified in Annex B of this Agreement.

#### Article 5

##### Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its function as an International Searching and International Preliminary Examining Authority, is set out in Annex C of this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the search fee paid where an international search report can be wholly or partly based on the results of an earlier search made by the Authority (Rules 16.3 and 41.1) or where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex C of this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

#### Article 6

##### Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.



Article 7

Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the English, French or German language, depending on the language of the international application or its translation.

Article 8

International-Type Search

The Authority shall carry out international-type searches to the extent decided by it.

Article 9

Entry Into Force of the Agreement

- (1) This Agreement shall enter into force on January 1, 1988.
- (2) This Agreement supersedes, as from the date of its entry into force, the Agreement which was concluded on April 11, 1978.

Article 10

Duration and Renewability of the Agreement

This Agreement shall remain in force until December 31, 1997. Latest in January 1997, the parties to this Agreement shall start negotiations for its renewal.

Article 11

Amendment

- (1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.
- (2) Without prejudice to paragraph (3), amendments may be made to the Annexes of this Agreement by agreement between the Director General of the World Intellectual Property Organization and the President of the European Patent Office; they shall take effect on the date agreed upon by them.

(3) The President of the European Patent Office may, by notice in writing given to the Director General of the World Intellectual Property Organization:

- (i) add to the languages listed in Annex A of this Agreement;
- (ii) amend the schedule of fees and other charges contained in Annex C of this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified by the President of the European Patent Office, provided that for any increase of fees or other charges contained in Annex C that date is at least one month later than the date on which the notification is received by the International Bureau.

## Article 12

### Termination of the Agreement

- (1) This Agreement shall terminate before December 31, 1997:
  - (i) if the European Patent Organisation gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
  - (ii) if the Director General of the World Intellectual Property Organization gives the European Patent Organisation written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DONE at Geneva, this ..... day of ..... 1987, in two originals in the English, French and German languages.

For the European Patent  
Organisation by:

For the World Intellectual Property  
Organization by:

.....

.....

ANNEX A

LANGUAGES

Under Article 3 of the Agreement, the Authority specifies the following languages: English, French, German and, where the receiving Office is the industrial property office of Belgium or the Netherlands, Dutch.

ANNEX B

SUBJECT MATTER NOT EXCLUDED  
FROM SEARCH OR EXAMINATION

The subject matter set forth in rule 39.1 or Rule 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination is the following:

None

ANNEX C

FEES AND CHARGES FOR INTERNATIONAL SEARCH  
AND PRELIMINARY EXAMINATION

Part I: Schedule of Fees and Charges

<u>Kind of fee or charge</u>	<u>Amount</u> Deutsche Mark
Search fee (Rule 16.1(a)) .....	2,095*
Additional fee (Rule 40.2(a)) .....	2,095*
Preliminary examination fee (Rule 58.1(b)) .....	2,120*
Additional fee (Rule 68.3(a)) .....	2,120*
Cost of copies (Rule 94.1) .....	1.30 per page

Part II: Conditions and Extent of Refunds of the Search Fee and of the Preliminary Examination Fee

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or is considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall, upon request be fully refunded.

(3) Where the international search report is based on an earlier search (including a privately commissioned "standard" search) already made by the Authority on an application whose priority is claimed for the international application, the following refund of the search fee shall be made:

- (i) no supplementary search performed: refund of 100%;
- (ii) supplementary search performed in the documentation relating to one or more subdivisions consulted in the earlier search or extended to one or more subdivisions not yet consulted: refund of 75%;

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\* For nationals of developing countries, this fee shall be reduced by three-quarters under the conditions specified in the Decision of the Administrative Council of 9 December 1984 as amended on 8 June 1984 (see Official Journal of the EPO 1984, and PCT Gazette No. 25/1984, p. 3097).

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- (iii) supplementary search performed in the documentation relating to one or more subdivisions already consulted and extended to one or more subdivisions not yet consulted: refund of 50%;
- (iv) supplementary search performed in the documentation relating to subdivisions concerning a new aspect of the invention claimed (for instance, cases where the international application is based on several earlier applications only one of which was the subject of an earlier search report): refund of 25%.

(4) In the cases provided for under Rule 58.3, 100% of the amount of the preliminary examination fee paid shall be refunded.

(5) The conditions and the extent of the refund of the preliminary examination fee, in the case where the international application or the demand is withdrawn before the start of the international preliminary examination, shall be determined in due course.

[End of Annex and of Document]