

WIPO



PCT/MIA/VI/8
ORIGINAL: English
DATE: January 27, 1997

WORLD INTELLECTUAL PROPERTY ORGANIZATION
GENEVA

**INTERNATIONAL PATENT COOPERATION UNION
(PCT UNION)**

**MEETING OF INTERNATIONAL AUTHORITIES
UNDER THE PCT**

**Sixth Session
Canberra, February 17 to 21, 1997**

RENEWAL OF THE AGREEMENTS UNDER WHICH THE INTERNATIONAL
SEARCHING AUTHORITIES AND INTERNATIONAL PRELIMINARY EXAMINING
AUTHORITIES CARRY OUT THEIR FUNCTIONS

Document prepared by the International Bureau

1. *Introduction.* There are at present nine Agreements in force, each of which provides for the functioning of the industrial property Office concerned (“the Authority”) as an International Searching Authority (ISA), and, in eight of the Agreements, also as an International Preliminary Examining Authority (IPEA) under the PCT. Those Agreements were concluded, under PCT Articles 16(3)(b) and 32(3), between WIPO and, variously, the Government of the Contracting State concerned, the responsible Minister, the industrial property Office or other government authority, or the intergovernmental organization concerned. The Offices acting as ISAs and IPEAs are listed, together with the applicable two-letter codes, below:

AT	Austrian Patent Office (as ISA and IPEA)
AU	Australian Patent Office (as ISA and IPEA)
CN	Chinese Patent Office (as ISA and IPEA)
EP	European Patent Office (as ISA and IPEA)
ES	Spanish Patent and Trademark Office (as ISA)
JP	Japanese Patent Office (as ISA and IPEA)
RU	Russian Patent Office (as ISA and IPEA)
SE	Swedish Patent Office (as ISA and IPEA)
US	United States Patent and Trademark Office (as ISA and IPEA).

2. The texts of the nine Agreements (which are referred to in this document, for convenience, as the “AT Agreement,” etc.), as in force on October 1, 1995, were published in a special issue of the *PCT Gazette*, No. 44/1995, on October 12, 1995. Most of the Agreements have been amended since that date by way of changes in the list of States and/or the fees set out in their Annexes. Such amendments have been notified in ordinary issues of the *PCT Gazette* and are not specifically referred to here, since they do not affect the body of the Agreements and are not directly relevant to the purpose of this document.

3. *Date of termination of the Agreements.* All Agreements except the CN Agreement state that they remain in force until December 31, 1997. The CN Agreement states that it remains in force until December 31, 1998.

4. *Renewal of the Agreements.* Each Agreement contains a provision requiring the parties to it to start negotiations for its renewal in January 1997, at the latest, with the exception of the CN Agreement which requires negotiations to start in January 1998, at the latest. It is proposed that renewal of all Agreements (including the CN Agreement) be considered at the same time, with a view to introducing a number of changes, as outlined below, in comparison with the present texts. The International Bureau proposes to prepare draft Agreements, taking into account the recommendations of the Meeting and further consulting each Authority concerned, for submission to the Assembly in September-October 1997 for its approval as provided by PCT Articles 16(3) and 32(3).

5. *Draft common text for the renewed Agreements.* It would be desirable, so far as possible, for all of the Agreements to be based on a common text, subject to a number of differences which take into account the specific situations of particular ISAs and/or IPEAs. A proposed draft text for the renewed Agreements appears as the Appendix to this document. That text is based on the “model” Agreement which was published, in 1995, in the WIPO publication, *The First Twenty-Five Years of the Patent Cooperation Treaty (PCT) 1970-1995*, with editorial changes and some changes in substance which are outlined in the following paragraphs. Where appropriate, reference is made to the following paragraphs in the footnotes to the draft text.

6. *Proposed changes in comparison with the present text of the Agreements.* Proposed changes of substance applicable to all or most Agreements are outlined in the following subparagraphs. Matters relating to the functions of an IPEA would not, of course, be included in the ES Agreement since the Spanish Patent and Trademark Office acts only as an ISA.

(a) *Preamble.* With the exception mentioned in the following sentence, it is proposed to make all Preambles identical since, apart from references to various dates of signature by the parties concerned, the present differences result from the fact that the CN and ES Agreements entered into force more recently and have therefore not yet been renewed, and that those Agreements were each concluded for a period of less than 10 years. The only exception proposed to be maintained concerns the EP Agreement, which refers not only to the PCT but also to the European Patent Convention (see also footnote 2).

(b) *Article 2(1).* It is proposed to update the text of paragraph (1) of Article 2 (Basic Obligations) by replacing the words “the Guidelines for International Search and for

International Preliminary Examination to Be Carried Out under the Patent Cooperation Treaty” with the words “the PCT Search Guidelines and the PCT Preliminary Examination Guidelines,” for consistency with the current titles of those Guidelines.

(c) *Article 3.* It is proposed to update the text of paragraphs (1) and (2) of Article 3 (Competence of Authority) in two respects. First, the text takes account of the fact that, at present, some Authorities carry out search and/or examination on the basis of a translation of the international application (where the application is filed, for example, in Dutch or certain Nordic languages), and moreover, in the future—provided the necessary amendments of the PCT Regulations relating to language of filing of international applications are adopted—more Authorities may do so. Second, account is taken of the fact that, in respect of any particular international application, an additional condition, not presently mentioned in Article 3, may have to be fulfilled in order for an Authority to act as ISA or IPEA; that is, in the case where two or more ISAs or IPEAs are competent, an Authority would act as ISA or IPEA for the application concerned only if chosen by the applicant. It is also proposed to update the text of Article 3 by adding a new paragraph (3) specifically covering the case where the international application is filed with the International Bureau as receiving Office under PCT Rule 19.1(a)(iii), reflecting the fact that, in such a case, the relevant specification of the Authority as competent ISA and/or IPEA is that made by the Office which would have been a competent receiving Office had the application not been filed with the International Bureau.

(d) *Article 5(2).* It is proposed to cover, in paragraph (2) of Article 5 (Fees and Charges), both of the variations which appear in the present Agreements in respect of refunds and reductions of the search fee where the Authority is able to use the results of an earlier search. At present, all Agreements except the US Agreement provide for a full or partial refund of the search fee, while the US Agreement provides for the payment, at the outset, of a reduced amount of the search fee. Since, at present, Article 5(2) provides for a refund of the whole of the search fee, it is also proposed to include in that Article the possibility for an Authority to waive the search fee. Draft Article 5(2) therefore contains both alternatives, leaving the choice to be made by each Authority (together with the fixing of any conditions which must be satisfied) in Annex B to the relevant Agreement.

(e) *Article 7 and (new) Annex D.* Consequential on the first point mentioned in paragraph 6(c), above, in connection with Article 3, Article 7 (Language of Correspondence Used by the Authority) is also proposed to be revised so as to give the Authority more flexibility in amending indications of languages of correspondence, by leaving such indications to be made in (new) Annex D. Consequently, any change in the indications of languages of correspondence would require amendment of Annex D by way of a simple written notice to the Director General under paragraph (3) of Article 11 (Amendment), instead of requiring amendment of the body of the Agreement under Article 11(1). By way of guidance, Article 7 would refer to Annex A, which contains indications of the languages accepted for the purposes of international search and/or international preliminary examination, as well as to PCT Rule 92.2(b), which permits the Authority to authorize applicants to use any language other than the language in which the international application is filed.

(f) *Articles 9 and 10.* It is proposed, for the sake of uniformity, that all of the Agreements be renewed and enter into force on January 1, 1998 (Article 9 (Entry into Force)),

and have a duration of 10 years from that date, renewable following negotiations starting, at the latest, in January 2007 (Article 10 (Duration and Renewability)).

7. *Proposed changes to certain Agreements only.* Proposed changes with a view to removing or modifying provisions which are no longer applicable, or appear to be in need of updating or revision, are specifically identified below in respect of each Agreement concerned.

(a) *ES Agreement.* Noting that the time limit of three years referred to in present paragraph (3) of Article 2 (Basic Obligations) expired on September 22, 1996, and that the Office now has more than 100 examiners (see PCT Rule 36.1(i)), there is no need to include the text of that Article in the renewed ES Agreement. It is also proposed to align Article 3 (Competence of Authority) of that Agreement with the other Agreements by including a reference to Annex A, leaving the actual indication of language to that Annex. Consequently, Article 11(3)(i), so far as it relates to amendments to indications of language in Annex A, is proposed to be worded consistently with the other Agreements.

(b) *JP Agreement.* Article 8 (International-Type Search), which does not appear in the present JP Agreement, is proposed to be included in the renewed JP Agreement so as to make it consistent with the other Agreements, noting that this change would not require Japanese law to provide for international-type searches.

(c) *US Agreement.* Paragraphs (1) and (2) of Article 2 (Basic Obligations) and paragraph (3) of Article 5 (Fees and Charges) are proposed to be worded consistently with the other Agreements. Note that the change to Article 5 would not affect the fees which may be set out in Annex C.

8. *Certain variations among the Agreements.* It seems necessary to maintain certain variations in particular Agreements, the most significant being outlined below.

(a) *CN Agreement.* Since the present CN Agreement is due to expire on December 31, 1998, that is, after the date of entry into force of the proposed renewed Agreement (January 1, 1998), Article 9 (Entry into Force) would contain an additional paragraph referring to the fact that the present Agreement would be superseded by the new Agreement when the latter enters into force (see also footnote 9).

(b) *EP Agreement.* The Preamble and Article 1 (Definitions) would, as at present, contain references to the European Patent Convention. Since the Authority acts, under Article 3 (Competence of Authority), for any international application filed with the receiving Office of, or acting for, any Contracting State, that Article would not refer to Annex A so far as indications of States are concerned. Consequently, there would be no need for Article 11(3)(i) to refer to amendments of the list of such States, and the first part of Annex A to the EP Agreement containing that list would, as at present, be omitted. Furthermore, Article 3(2) would contain, as at present, an additional condition which would need to be satisfied by an international application if the Office is to act as IPEA—that is, that the international search must have been performed by one of certain ISAs. In addition, Article 3 would, as at present, contain an additional paragraph which would provide for the possibility,

and the corresponding conditions, for the Authority to entrust certain other Offices with work covered by the Agreement. (See also footnotes 2, 3, 5, 7.)

(c) *ES Agreement.* The ES Agreement and the Annexes thereto would, as at present, refer only to international search and not to international preliminary examination, since the Authority acts only as an ISA. Since the Authority acts, under Article 3 (Competence of Authority), for any international application filed with the receiving Office of, or acting for, any Contracting State, that Article would not refer to Annex A so far as indications of States are concerned. Consequently, there would be no need for Article 11(3)(i) to refer to amendments of the list of such States, and the first part of Annex A to the ES Agreement containing that list would, as at present, be omitted.

(d) *RU Agreement.* Since the Authority acts, under Article 3 (Competence of the Authority), for any international application filed with the receiving Office of, or acting for, any Contracting State, that Article would not refer to Annex A so far as indications of States are concerned. Consequently, there would be no need for Article 11(3)(i) to refer to amendments of the list of such States, and the first part of Annex A to the RU Agreement containing that list would, as at present, be omitted.

(e) *US Agreement.* The text of Article 3 (Competence of Authority) would, as at present, refer to Annex A for additional requirements to be met if the Authority is to act as IPEA in relation to an international application (that is, that the international search must also have been performed by the Authority, where the application was filed by applicants from certain States). Article 6 (Classification) would, as at present, provide for the use of the United States Patent Classification in addition to the International Patent Classification. (See also footnotes 6, 8.)

9. *Contents of Annexes to the various Agreements.* The indications of States, languages, subject matter not required to be searched or examined, and/or fees set out in the Annexes to the various Agreements are not discussed in this document. It is envisaged that the currently applicable lists, indications, etc., would be carried over into the renewed Agreements, subject to consultation with the Authorities concerned.

10. The Meeting is invited to consider and comment on the draft text contained in the Appendix as a basis for revision and renewal of the Agreements under which the ISAs and IPEAs carry out their functions, with a view to the preparation of draft Agreements by the International Bureau, in consultation with each Authority concerned, submission to the Assembly, for its approval, in September-October 1997, signature by the parties, and entry into force of the renewed Agreements on January 1, 1998.

[Appendix follows]

APPENDIX

DRAFT TEXT PROPOSED FOR THE RENEWED AGREEMENTS

**Agreement between the [applicable government or intergovernmental authority]
and the International Bureau of the World Intellectual Property Organization
in Relation to the Functioning of the [name of Office] as an International Searching
Authority and International Preliminary Examining Authority¹
under the Patent Cooperation Treaty**

Preamble

The [applicable government or intergovernmental authority] and the International Bureau of the World Intellectual Property Organization,

Considering that the Agreement of [date] under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty² in relation to the functioning of the [name of Office] as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty was concluded for a period of [duration],

Desirous to continue the functioning of the [name of Office] as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty,

Hereby agree as follows:

-
1. See paragraphs 6 and 8(c) of the main body of this document.
 2. The Preamble to the EP Agreement would contain, after the word “Treaty,” the words “as well as Articles 154 and 155 of the European Patent Convention” (see paragraphs 6(a) and 8(b) of the main body of this document).

Article 1

Terms and Expressions

- (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 [name of Office];
 - (h) “International Bureau” means the International Bureau of the World Intellectual Property Organization.³

(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.

3. The EP Agreement would also contain the following definition (see paragraph 8(b) of the main body of this document):

“(i) ‘Convention’ means the Convention on the Grant of European Patents (European Patent Convention).”

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 Authority 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 PCT Search Guidelines and the PCT Preliminary Examination Guidelines. 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 International Searching Authority for any international application filed with the receiving Office of, or acting for, any Contracting State indicated in Annex A to this Agreement,⁴ provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international search, is in one of the languages indicated in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant.

(2) The Authority shall act as International Preliminary Examining Authority for any international application filed with the receiving Office of, or acting for, any Contracting State indicated in Annex A to this Agreement,⁴ provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international preliminary examination, is in one of the languages indicated in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant.^{5, 6}

4. See paragraph 8(b), (c) and (d) of the main body of this document.

5. Article 3(2) of the EP Agreement would, instead of the words “such application, or a translation thereof furnished for the purposes of international preliminary examination, is in one of the languages indicated in Annex A to this Agreement,” contain the words “for such application, the international search is or has been performed by the Authority or the industrial property Office of a State party to the Convention.” (See paragraph 8(b) of the main body of this document.)

6. Article 3(2) of the US Agreement would also, at the end, contain the words “, and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.” (See paragraph 8(e) of the main body of this document.)

[Article 3, continued]

(3) Where an international application is filed with the International Bureau as receiving Office under Rule 19.1(a)(iii), paragraphs (1) and (2) apply as if that application had been filed with a receiving Office which would have been competent under Rule 19.1(a)(i) or (ii), (b) or (c) or Rule 19.2(i).⁷

7. Article 3 of the EP Agreement presently also contains the following paragraph (3) (see paragraph 8(b) of the main body of this document), of which subparagraphs (a)(ii), (b) and (c) appear to be no longer needed:

“(a) Notwithstanding paragraphs (1) and (2), if the work load 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 a 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 examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that such application relates to subject matter set forth in Rule 39.1 or 67.1, as the case may be, with the exception of the subject matter specified in Annex B to 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 functions as an International Searching Authority and International Preliminary Examining Authority, is set out in Annex C to this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex C to this Agreement,

- (i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the 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);
- (ii) refund the search fee 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 to 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.⁸

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 or one of the languages indicated, having regard to the language or languages indicated in Annex A and to the language or languages whose use is authorized by the Authority under Rule 92.2(b), in Annex D.

Article 8

International-Type Search

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

8. Article 6 of the US Agreement would read as follows (see paragraph 8(e) of the main body of this document):

“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 9

Entry Into Force

This Agreement shall enter into force on January 1, 1998.⁹

Article 10

Duration and Renewability

This Agreement shall remain in force until December 31, 2007. The parties to this Agreement shall, no later than January 2007, start negotiations for its renewal.

9. Article 9 of the CN Agreement would also contain the following paragraph (2) (see paragraph 8(a) of the main body of this document):

“This Agreement supersedes, as from its date of entry into force, the Agreement which was concluded on September 28, 1992.”

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 to this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority;¹⁰ they shall take effect on the date agreed upon by them.

(3) The Authority¹⁰ may, by notice in writing given to the Director General of the World Intellectual Property Organization:

- (i) add to the indications of States¹¹ and languages contained in Annex A to this Agreement;
- (ii) amend the schedule of fees and charges contained in Annex C to this Agreement;

10. The present AT and EP Agreements refer to the Federal Minister for Economic Affairs of the Republic of Austria and to the President of the European Patent Office, respectively.

11. See paragraph 8(b), (c) and (d) of the main body of this document.

[Article 11(3), continued]

(iii) amend the indications of languages of correspondence contained in Annex D to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified by the Authority,¹² provided that, for any increase of fees or 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.

12. The present AT and EP Agreements refer to the Federal Minister for Economic Affairs of the Republic of Austria and to the President of the European Patent Office, respectively.

Article 12

Termination

- (1) This Agreement shall terminate before December 31, 2007:
 - (i) if the [applicable government or intergovernmental 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 [applicable government or intergovernmental 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 [city], this [date], in two originals in the [specified language(s), each text being equally authentic].¹³

For the [applicable government
or intergovernmental authority]
by:

(signature)
(function)

For the International Bureau
by:

(signature)
Director General of the World Intellectual
Property Organization

13. See the present Agreements for details concerning the languages of their texts.

Annex A¹⁴

States and Languages

[The content of Annex A in the present Agreements varies. The Annex to each draft Agreement will be prepared with due regard to those variations.]

Under Article 3 of the Agreement, the Authority indicates

(i) the following State(s):

[name(s) of State(s)]

(ii) the following language(s):

[language(s)]

14. See paragraph 8(b), (c) and (d) of the main body of this document.

Annex B

Subject Matter Not Excluded from Search or Examination

[The content of Annex B in the present Agreements varies. The Annex to each draft Agreement will be prepared with due regard to those variations.]

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

[subject matter]

Annex C

Fees and Charges

[The content of Annex C in the present Agreements varies. The Annex to each draft Agreement will be prepared with due regard to those variations. The main variations are summarized below in notes in smaller typeface.]

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount [currency(ies)]
Search fee (Rule 16.1(a)) <i>[several different amounts for SE, US]</i>	
Additional fee (Rule 40.2(a))	
Preliminary examination fee (Rule 58.1(b)) <i>[not for ES; several different amounts for US]</i>	
Additional fee (Rule 68.3(a)) <i>[not for ES; several different amounts for US]</i>	
Protest fee (Rules 40.2(e) and 68.3(e)) <i>[only for CN, EP]</i>	
Cost of copies	
– Rule 44.3(b) <i>[not for US]</i>	
– Rule 71.2(b) <i>[not for ES, US]</i>	
– Rule 94.1 <i>[not for AU, ES]</i>	
[Other fees as specified	
– Translation of international application (Rule 48.3) <i>[only for SE]</i>	
– Preparation of international-type search on a US national application <i>[only for US]</i>	

[Annex C, continued]

Part II. Conditions for and Extent of Refunds or Reductions of Fees

(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 considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, [conditions for and amount of refund or reduction of search fee]

[for all except EP and JP—full refund; for EP—full refund upon request; for JP—no such refunds permitted under national law; at present, provision appears in item (4) instead of (2)]

(3) Where the Authority benefits from an earlier [international, international-type, other] search [conditions for and amount of refund or reduction of search fee]

[conditions not listed here; amounts are as follows: AT, CN—75%; AU, SE—25%, 50%, 75%, 90%; EP, ES—25%, 50%, 75%, 100%; JP—amount is JPY 32,000; at present, provision appears as item (2) instead of (3); RU—20%, 40%, 70%, 90%; US—reduction of fee at the outset covered in Part I instead of item (3)]

[Annex C, Part II, continued]

(4) In the cases provided for under Rule 58.3, [specified conditions and amount of refund of preliminary examination fee]

[AT, AU, CN, EP, RU—full refund; JP—full refund; at present, provision appears as item (3) instead of (4); SE—full refund except in case of Rule 60.1(c) where partial refund (examination fee minus equivalent of transmittal fee); US—full refund; at present, provision appears as item (3) instead of (4)]

(5) Where the international application or the demand is withdrawn before the start of the international preliminary examination, [conditions and amount of refund of preliminary examination fee]

[AT, AU, CN, RU, SE—full refund; EP—75%; JP—no such refunds permitted under national law; at present, provision appears as item (4) instead of (5); US—partial refund (examination fee minus equivalent of transmittal fee); at present, provision appears as item (4) instead of (5)]

Annex D

Languages of Correspondence

[Annex D would be a new Annex. The Annex to each draft Agreement will be prepared with due regard to present variations in the text of Article 7.]

Under Article 7 of the Agreement, the Authority indicates the following language(s):

[language(s)]

[End of Appendix and of document]