

# WIPO



PLT/CE/III/2

ORIGINAL: English

DATE: April 3, 1996

**WORLD INTELLECTUAL PROPERTY ORGANIZATION**  
GENEVA

**COMMITTEE OF EXPERTS ON THE PATENT LAW TREATY**

**Second Session**  
**Geneva, June 17 to 21, 1996**

DRAFT PATENT LAW TREATY AND DRAFT REGULATIONS

*prepared by the International Bureau*

## INTRODUCTION

1. The present document contains a new draft of a treaty for the promotion of the harmonization of patent law and of accompanying regulations. It takes into account the views expressed in the first session of WIPO's Committee of Experts on the Patent Law Treaty (December 11 to 15, 1995).

2. Notes on the draft Treaty and the draft Regulations are contained in document PLT/CE/II/3.

2. Draft Model International Forms which would be included in the Regulations and Notes on those Forms are contained in document PLT/CE/II/4.

PATENT LAW TREATY  
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DRAFT TREATY

*Article 1*

*Abbreviated Expressions*

For the purposes of this Treaty, unless expressly stated otherwise:

- (i) “Office” means the authority of a Contracting Party entrusted with the granting of patents;
- (ii) “application” means an application for the grant of a patent;
- (iii) “patent” means a patent for invention granted by an Office;
- (iv) references to a “person” shall be construed as references to both a natural person and a legal entity;
- (v) “communication” means any application, request, declaration or information which is submitted or transmitted, other than orally, to the Office, whether under this Treaty or not, irrespective of the carrier used for the communication;

[Article 1, continued]

(vi) “records of the Office” means the collection of data maintained by an Office, relating to the applications filed with, and the patents granted by, that Office or another authority with effect for the Contracting Party concerned and all data recorded in respect of those applications and patents, irrespective of the medium in which such data are stored;

(vii) “recordal” means recordal in the records of the Office;

(viii) “applicant” means the person whom the records of the Office show as the person in whose name the application is;

(ix) “owner” means the person whom the records of the Office show as the owner of the patent;

(x) “representative” means any person, firm or partnership that can be a representative under the applicable law;

(xi) “Paris Convention” means the Paris Convention for the Protection of Industrial Property, signed on March 20, 1883, as revised and amended;

(xii) “Patent Cooperation Treaty” means the Patent Cooperation Treaty signed on June 19, 1970, as amended and modified;

[Article 1, continued]

(xiii) “Regulations under the Patent Cooperation Treaty” means the Regulations under the Patent Cooperation Treaty, as adopted on June 19, 1970, and amended;

(xiv) “Contracting Party” means any State or intergovernmental organization party to this Treaty;

(xv) references to an “instrument of ratification” shall be construed as including references to instruments of acceptance and approval;

(xvi) “Organization” means the World Intellectual Property Organization;

(xvii) “Director General” means the Director General of the Organization;

(xviii) “Regulations” means the Regulations under this Treaty that are referred to in Article 11.

*Article 2*

*Application*

(1) [*Contents of an Application*] Any Contracting Party may require that an application contain

- (i) a request, as specified in paragraph (2);
- (ii) a description;
- (iii) one or more claims ;
- (iv) drawings referred to in the description or in the claims;
- (v) an abstract.

(2) [*Request*] Any Contracting Party may require that the request part of the application contain some or all of the following indications or elements:

- (i) a petition for the granting of a patent;
- (ii) the title of the invention;

[Article 2(2), continued]

(iii) the name and address of the applicant;

(iv) the name of a State of which the applicant is a national if he is the national of any State, the name of a State in which the applicant has his domicile, if any, and the name of a State in which the applicant has a real and effective industrial or commercial establishment, if any;

(v) where the applicant is a legal entity, the legal nature of that legal entity and the State, and, where applicable, the territorial unit within that State, under the law of which the said legal entity has been organized;

(vi) the name and address of the inventor, provided that, where the applicant is the inventor, the said name and address may be replaced by a statement to that effect;

(vii) where the applicant is not the inventor, an indication of the basis of the applicant's entitlement to receive the patent applied for;

(viii) where the applicant has a representative, the name and address of that representative and, where the representative is registered with the Office, the number under which he is so registered;



[Article 2(2), continued]

(ix) where the applicant has an address for service, such address;

(x) where the application is a divisional application or is otherwise linked to one or more parent applications, data concerning the parent application or applications;

(xi) where the application possibly discloses information the disclosure of which requires authorization for security reasons, a statement to that effect;

(xii) where the applicant wishes to take advantage of the priority of an earlier application, a declaration claiming the priority of that earlier application;

(xiii) where the application is filed under a treaty providing for the grant of regional patents, the designation of at least one State party to that treaty;

(xiv) where the applicant wishes to claim that a particular disclosure is non-prejudicial to the patentability of the invention claimed in the application, a declaration to that effect;

[(xivbis) an oath or declaration by the inventor alleging his inventorship;]

(xv) a statement setting forth the prior art references known to the applicant;

[Article 2(2), continued]

(xvi) a signature by the person specified in paragraph (6).

(3) [*Presentation of the Request*] As regards the requirements concerning the presentation of the request part of the application, no Contracting Party shall refuse the application,

(i) where the application is presented in writing on paper, if the request part of the application is presented on a form corresponding to the application Form provided for in the Regulations;

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means ... [reserved].

(4) [*Physical Requirements of the Application*] As regards the physical requirements of the application, no Contracting Party shall refuse the application,

(i) where the application is presented in writing on paper, if it is in conformity with the Regulations under the Patent Cooperation Treaty;

[Article 2(4), continued]

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means ... [reserved].

(5) [*Language*] Any Contracting Party may require that the application be in the language or in one of the languages of or admitted by the Office.

(6) [*Signature*] [(a)] The signature referred to in paragraph (2)(xvi) may be the signature of the applicant or the signature of his representative.

[(b) Notwithstanding subparagraph (a), any Contracting Party may require that the oath or declaration referred to in paragraph (2)(xiv<sup>bis</sup>) be signed by the applicant himself even if he has a representative.]

(7) [*Evidence in Support of Declarations*] (a) Where the application contains a declaration, pursuant to paragraph (2)(xii), that the applicant wishes to take advantage of the priority of an earlier application that had been filed with an Office other than the Office with which the application is filed, any Contracting Party may require that evidence in support of the declaration of priority that may be required pursuant to Article 4 of the Paris Convention be furnished to the Office.

[Article 2(7), continued]

(b) Where the application contains a declaration pursuant to paragraph (2)(xiv), any Contracting Party may require that evidence in support of that declaration, as required by the law of the Contracting Party, be furnished to the Office.

(8) [*Fees*] Any Contracting Party may require that, in respect of the application, fees be paid to the Office.

(9) [*Prohibition of Other Formal Requirements*] No Contracting Party may demand that formal requirements other than those referred to in paragraphs (1) to (8) be complied with in respect of the application.

(10) [*Evidence*] Any Contracting Party may require that evidence be furnished to the Office in the course of the processing of the application where the Office may reasonably doubt the veracity of any indication or element contained in the application.

*Article 3*

*Filing Date*

(1) [*Requirements*] (a) The filing date of the application shall be the date of receipt by the Office of a communication containing the following elements:

(i) an express or implicit indication to the effect that the communication is an application for a patent;

(ii) indications allowing the identity of the applicant to be established;

(iii) a description;

(iv) if the description is not in the language or in one of the languages of or admitted by the Office, an indication to the effect that the application contains a description.

(b) The indications referred to in subparagraph (a)(i) and (ii), and any indication referred to in subparagraph (a)(iv), shall be in the language or in one of the languages of or admitted by the Office, whereas the description referred to in subparagraph (a)(iii) may be in any language.

(2) [*Notification of Applicant*] If the application does not comply with any of the requirements of subparagraph (a), the Office shall promptly notify the applicant.

*Article 4*

*Representation; Address for Service*

(1) [*Representatives*] Any Contracting Party may require that any representative appointed for the purposes of any procedure before the Office be admitted to practice before the Office.

(2) [*Mandatory Representation; Address for Service*] (a) Any Contracting Party may require that, for the purposes of any procedure before the Office other than the filing of an application or the payment of any fee, any applicant, owner or other interested person be represented by a representative.

(b) Any Contracting Party not requiring representation under subparagraph (a) may require that, for the purposes of any procedure before the Office other than the filing of an application or the payment of any fee,

(i) any applicant, owner or other interested person who has neither a domicile nor a real and effective industrial or commercial establishment on the territory of the Contracting Party provide an address for service on that territory, and

(ii) any applicant, owner or other interested person who has a domicile or a real and effective industrial or commercial establishment on the territory of the Contracting Party either indicate as his address the address of that domicile or establishment or provide an address for service on that territory.

(3) [*Power of Attorney*] (a) Whenever a Contracting Party allows or requires an applicant, an owner or any other interested person to be represented by a representative before the Office, it may require that the representative be appointed in a separate communication (hereinafter referred to as “power of attorney”) indicating the name of, and signed by, the applicant, the owner or the other person, as the case may be.

(b) The power of attorney may relate to one or more applications and/or patents identified in the power of attorney or, subject to any exception indicated by the appointing person, to all existing and future applications and/or patents of that person.

(c) The power of attorney may limit the powers of the representative to certain acts. Any Contracting Party may require that any power of attorney under which the representative has the right to withdraw an application or to surrender a patent contain an express indication to that effect.

[Article 4(3), continued]

(d) Where a communication is submitted to the Office by a person who refers to himself in the communication as a representative but where the Office is, at the time of the receipt of the communication, not in possession of the required power of attorney, the Contracting Party may require that the power of attorney be submitted to the Office within the time limit fixed by the Contracting Party, subject to the minimum time limit prescribed by the Regulations. Any Contracting Party may provide that, where the power of attorney has not been submitted to the Office within the time limit fixed by the Contracting Party, the communication by the said person shall have no effect.

(e) As regards the requirements concerning the presentation and contents of the power of attorney, no Contracting Party shall refuse the power of attorney,

(i) where the power of attorney is presented in writing on paper, if it is presented on a form corresponding to the power of attorney Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means... [reserved].

(4) [*Language*] Any Contracting Party may require that the power of attorney be in the language or in one of the languages of or admitted by the Office.

[Article 4, continued]

(5) [*Reference to Power of Attorney*] Any Contracting Party may require that any communication made to the Office by a representative for the purposes of a procedure before



the Office contain a reference to the power of attorney on the basis of which the representative acts.

(6) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (3) to (5) be complied with in respect of the matters dealt with in those paragraphs.

(7) [*Evidence*] Any Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt the veracity of any indication contained in any communication referred to in paragraph (3).

*Article 5*

*Signature*

(1) [*Communication on Paper*] Where a communication to the Office of a Contracting Party is on paper and a signature is required, that Contracting Party

(i) shall, subject to item (iii), accept a handwritten signature;

(ii) shall be free to allow, instead of a handwritten signature, the use of other forms of signature, such as a printed or stamped signature, or the use of a seal;

(iii) may, where the natural person who signs the communication is its national and such person's address is in its territory, require that a seal be used instead of a handwritten signature;

(iv) may, where a seal is used, require that the seal be accompanied by an indication in letters of the name of the natural person whose seal is used.

(2) [*Communication by Telefacsimile*] (a) Where a Contracting Party allows the transmittal of communications to the Office by telefacsimile, it shall consider the communication signed if, on the printout produced by the telefacsimile, the reproduction of the signature, or the reproduction of the seal together with, where required under paragraph (1)(iv), the indication in letters of the name of the natural person whose seal is used, appears.

[Article 5(2), continued]

(b) The Contracting Party referred to in subparagraph (a) may require that the paper whose reproduction was transmitted by telefacsimile be filed with the Office within a certain period, subject to the minimum period prescribed by the Regulations.

(3) [*Communication by Electronic Means Other than Telefacsimile*] Where a Contracting Party allows the transmittal of communications to the Office by electronic means other than telefacsimile, it shall consider the communication signed if the transmittal identifies the sender of the communication by electronic means as prescribed by the Contracting Party.

(4) [*Prohibition of Requirement of Certification*] No Contracting Party may require the attestation, notarization, authentication, legalization or other certification of any signature or other means of self-identification referred to in the preceding paragraphs.

*Article 6*

*Unity of Invention*

(1) [*Requirement of Unity of Invention*] Any Contracting Party may require that the application relate to one invention only or to a group of inventions so linked as to form a single general inventive concept (“requirement of unity of invention”).

(2) [*Validity of Patent Not Affected by Lack of Unity of Invention*] Once a patent has been granted, it may not be revoked or invalidated on the ground of non-compliance with the requirement of unity of invention.

*Article 7*

*Request for Recordal of Change in Name or Address*

(1) [ *Request*] (a) Where there is no change in the person of the applicant or owner but there is a change in his name and/or address, each Contracting Party shall accept that a request for the recordal of the change by the Office be made in a communication signed by the applicant or owner or his representative and indicating the number of the application or patent concerned and the change to be recorded. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented on a form corresponding to the Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means ... [reserved].

(b) Any Contracting Party may require that the request indicate

(i) the name and address of the applicant or owner;

(ii) where the applicant or owner has a representative, the name and address of that representative;

(iii) where the applicant or owner has an address for service, such address.

[Article 7(1), continued]

(c) Any Contracting Party may require that the request be in the language or in one of the languages of or admitted by the Office.

(d) Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

(e) A single request shall be sufficient even where the change relates to more than one application or patent, or to both applications and patents, of the same person, provided that the numbers of all applications and patents concerned are indicated in the request.

(2) [*Unknown Application Number*] Notwithstanding paragraph (1)(a) and (e), where the application number of any application concerned has not yet been issued or is not known to the applicant or his representative, the request shall identify that application as prescribed in the Regulations.

(3) [*Change in the Name or Address of the Representative or in the Address for Service*] Paragraph (1) shall apply, *mutatis mutandis*, to any change in the name or address of the representative, if any, and to any change relating to the address for service, if any.

[Article 7, continued]

(4) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (3) be complied with in respect of the request referred to in this Article. In particular, the furnishing of any certificate concerning the change may not be required.

(5) [*Evidence*] Any Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt the veracity of any indication contained in the request.

*Article 8*

*Request for Recordal of Change in Ownership or Change in Inventorship*

(1) [*Request for Recordal of a Change in Ownership*] (a) Where there is a change in the person of the applicant or owner, each Contracting Party shall accept that a request for the recordal of the change by the Office be made in a communication signed by the applicant or owner or his representative, or by the person who acquired ownership of the application (hereinafter referred to as “new applicant”) or the patent (hereinafter referred to as “new owner”) or his representative, and indicating the number of the application or patent concerned and the change to be recorded. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented on a form corresponding to the Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means ... [reserved].

(b) Where the recordal of a change in ownership results from a contract, any Contracting Party may require that the request indicate that fact and, where the recordal is requested by the new applicant or the new owner, rather than by the applicant or the owner, that the request be accompanied, at the option of the requesting party, by one of the following:



[Article 8(1)(b), continued]

(i) a copy of the contract, which copy may be required to be certified, at the option of the requesting party, by any representative admitted to practice before the Office or by a notary public or any other competent public authority, as being in conformity with the original contract;

(ii) an extract of the contract showing the change in ownership, which extract may be required to be certified, at the option of the requesting party, by any representative admitted to practice before the Office or by a notary public or any other competent public authority, as being a true extract of the contract;

(iii) an uncertified certificate of transfer drawn up in the form and with the content as prescribed in the Regulations and signed by both the applicant and the new applicant, or by both the owner and the new owner.

(c) Where the change in ownership results from a merger, or from the reorganization or division of a legal entity, any Contracting Party may require that the request indicate that fact and be accompanied by a copy of a document, which document originates from the competent authority and evidences the merger, or the reorganization or division of the legal entity, such as a copy of an extract from a register of commerce, and that that copy be certified, at the option of the applicant, by the authority which issued the document or by any representative admitted to practice before the Office or by a notary public or any other competent public authority, as being in conformity with the original document.

[Article 8(1), continued]

(d) Where there is a change in the person of one or more but not all of several co-applicants or co-owners, and such change in ownership results from a contract, any Contracting Party may require that any co-applicant or co-owner in respect of which there is no change in ownership give his express consent to the change in ownership in a document signed by him.

(e) Where the change in ownership does not result from a contract, from a merger, or from the reorganization or division of a legal entity, but results from another ground, for example, from operation of law or a court decision, any Contracting Party may require that the request indicate the basis for the change in ownership and be accompanied by a copy of a document evidencing the change and that that copy be certified as being in conformity with the original document, at the option of the applicant, by the authority which issued the document or by any representative admitted to practice before the Office or by a notary public or any other competent public authority.

(f) Any Contracting Party may require that the request indicate

- (i) the name and address of the applicant or owner;
- (ii) the name and address of the new applicant or new owner;

[Article 8(1)(f), continued]

(iii) the name of a State of which the new applicant or new owner is a national if he is the national of any State, the name of a State in which the new applicant or

new owner has his domicile, if any, and the name of a State in which the new applicant or new owner has a real and effective industrial or commercial establishment, if any;

(iv) where the new applicant or new owner is a legal entity, the legal nature of that legal entity and the State, and, where applicable, the territorial unit within that State, under the law of which the said legal entity has been organized;

(v) where the applicant or owner has a representative, the name and address of that representative;

(vi) where the applicant or owner has an address for service, such address;

(vii) where the new applicant or new owner has a representative, the name and address of that representative;

(viii) where the new applicant or new owner has an address for service, such address.

(g) Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

[Article 8(1), continued]

(h) A single request shall be sufficient even where the change relates to more than one application or patent, or to both applications and patents, provided that the applicant and the new applicant, or the owner and the new owner, are the same for each application or patent, respectively, and that the numbers of all applications and patents concerned are indicated in the request.

(2) [*Language; Translation*] Any Contracting Party may require that the request referred to in paragraph (1)(a) and the certificate of transfer referred to in paragraph (1)(b)(iii) be in the language or in one of the languages of or admitted by the Office and, if the documents referred to in paragraph (1)(b)(i) and (ii), (c), (d) and (e) are not in the language or in one of the languages of or admitted by the Office, that the request be accompanied by a translation of the required document in the language or in one of the languages of or admitted by the Office [and that such translation be accompanied by a statement signed by the person who made the translation to the effect that, to the best of that person's knowledge, the translation is complete and faithful].

(3) [*Unknown Application Number*] Notwithstanding paragraph (1)(a) and (h), where the application number of any application concerned has not yet been issued or is not known to the applicant or his representative, the request shall identify that application as prescribed in the Regulations.

[Article 8, continued]

(4) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (3) be complied with in respect of the request referred to in this Article.

(5) [*Evidence*] Any Contracting Party may require that evidence, or further evidence where paragraph (1)(c) or (e) applies, be furnished to the Office where that Office may reasonably doubt the veracity of any indication contained in the request or in any document referred to in the present Article.

(6) [*Request for Recordal of Change in Inventorship*] (a) Where there is a change in the person of the inventor, or of one of the inventors, not resulting from an error, each Contracting Party shall accept that a request for the recordal of the change by the Office be made in a communication signed by the applicant or owner or his representative and indicating the number of the application or patent concerned, the change to be recorded and the grounds for requesting the change

(b) As regards the requirements concerning the presentation of the request, the payment of a fee, changes relating to more than one application or patent, language of the request, unknown application number, prohibition of other requirements and evidence, paragraphs (1)(a), (f)(ii), (g) and (h), (2), (3), (4) and (5) shall apply *mutatis mutandis*.

*Article 9*

*Request for Correction of a Mistake*

(1) [Request] (a) Each Contracting Party shall accept that the request for the correction of a mistake which was made in an application, or in any other request communicated to the Office in respect of an application or a patent, and which is reflected in the records of the Office and/or any of its publications, be made in a communication signed by the applicant or owner or his representative and indicating the number of the application or patent concerned, the mistake to be corrected and the correction to be entered. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented on a form corresponding to the Form provided for in the Regulations;

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means... [reserved].

(b) Any Contracting Party may require that the request indicate

(i) the name and address of the applicant or owner;

(ii) where the applicant or owner has a representative, the name and address of that representative;

[Article 9(1)(b), continued]

(iii) where the applicant or owner has an address for service, such address.

(c) Any Contracting Party may require that the request be in the language or in one of the languages of or admitted by the Office.

(d) Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

(e) A single request shall be sufficient even where the correction relates to more than one application or patent, or to both applications and patents, of the same person, provided that the mistake and the requested correction are the same for each application or patent and that the numbers of all applications and patents concerned are indicated in the request.

(f) Any Contracting Party may require that the request be accompanied by a replacement sheet incorporating the correction or, where subparagraph (e) applies, by such a replacement sheet for each of the applications or patents concerned. In the case of electronic communication ...[reserved].

[Article 9, continued]

(2) [*Unknown Application Number*] Notwithstanding paragraph (1)(a) and (e), where the application number of any application concerned has not yet been issued or is not known to the applicant or his representative, the request shall identify that application as prescribed in the Regulations.

(3) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) and (2) be complied with in respect of the request referred to in this Article.

(4) [*Evidence*] Any Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt that the alleged mistake is in fact a mistake.

(5) [*Mistakes Made by the Office*] The Office of a Contracting Party shall correct its own mistakes, *ex officio* or upon request, for no fee.

(6) [*Uncorrectable Mistakes*] Notwithstanding paragraphs (1) and (5), no Contracting Party shall be obliged to make any correction which may not be made under its law.



*Article 10*

*Opportunity to Make Observations, Amendments and Corrections  
in Case of Intended Refusal*

An application, a power of attorney under Article 4, a request under Articles 7 to 9, any communication bearing a signature as referred to in Article 5, or any other communication or indication to which the provisions of this Treaty might relate, may not be refused totally or in part by an Office without giving the applicant or the requesting or communicating party, as the case may be, at least one opportunity to make observations on the intended refusal, and to make amendments and corrections, within a reasonable time limit.

*Article 11*

*Regulations*

- (1) [*Content*] (a) The Regulations annexed to this Treaty provide rules concerning
- (i) matters which this Treaty expressly provides to be “prescribed in the Regulations”;
  - (ii) any details useful in the implementation of the provisions of this Treaty;
  - (iii) any administrative requirements, matters or procedures.
- (b) The Regulations also contain Model International Forms.
- (2) [*Conflict Between the Treaty and the Regulations*] In the case of conflict between the provisions of this Treaty and those of the Regulations, the former shall prevail.

DRAFT REGULATIONS

*Rule 1*

*Abbreviated Expressions*

(1) [*Treaty*; *Article*] (a) In these Regulations, the word “Treaty” means the Patent Law Treaty.

(b) In these Regulations, the word “Article” refers to the specified Article of the Treaty.

(2) [*Abbreviated Expressions Defined in the Treaty*] The abbreviated expressions defined in Article 1 for the purposes of the Treaty shall have the same meaning for the purposes of the Regulations.

*Rule 2*

*Details Concerning Names and Addresses*

(1) [*Names*] (a) Where the name of a person is to be indicated, any Contracting Party may require,

(i) where the person is a natural person, that the name to be indicated be the family or principal name followed by the given or secondary name or names of that person or that the name to be indicated be, at that person's option, the name or names customarily used by the said person;

(ii) where the person is a legal entity, that the name to be indicated be the full official designation of the legal entity.

(b) Where the name of a representative which is a firm or partnership is to be indicated, any Contracting Party shall accept as indication of the name the indication that the firm or partnership customarily uses.

(2) [*Addresses*] (a) Where a communication to the Office of a Contracting Party is in the name of two or more persons with different addresses, that Contracting Party may require that such communication indicate a single address as the address for correspondence.

[Rule 2(2), continued]

(b) Where the address of a person is to be indicated, any Contracting Party may require that the address be indicated in such a way as to satisfy the customary requirements for prompt postal delivery at the indicated address and, in any case, consist of all the relevant administrative units up to, and including, the house or building number, if any.

(c) The indication of an address may contain a telephone number and a telefacsimile number and, for the purposes of correspondence, an address different from the address indicated under subparagraph (b).

(d) Subparagraphs (b) and (c) shall apply, *mutatis mutandis*, to addresses for service.

(3) [*Script to Be Used*] Any Contracting Party may require that any indication referred to in paragraphs (1) and (2) be in the script used by the Office.

*Rule 3*

*Receipt of Communications*

Each Contracting Party shall be free to determine the circumstances in which the receipt of a communication by a branch or sub-office of an Office, by a national Office on behalf of an intergovernmental organization having the power to grant regional patents, or by an official postal service, shall be deemed to constitute receipt of the communication by the Office concerned.

*Rule 4*

*Details Concerning Representation*

The time limit referred to in Article 4(3)(d) shall be counted from the date of receipt of the communication referred to in that Article by the Office of the Contracting Party concerned and shall not be less than one month where the address of the person on whose behalf the communication is made is on the territory of that Contracting Party and not less than two months where such an address is outside the territory of that Contracting Party.

*Rule 5*

*Details Concerning the Signature*

(1) [*Legal Entities*] Where a communication is signed on behalf of a legal entity, any Contracting Party may require that the signature, or the seal, of the natural person who signs or whose seal is used be accompanied by an indication in letters of the family or principal name and the given or secondary name or names of that person or, at the option of that person, of the name or names customarily used by the said person.

(2) [*Communication by Telefacsimile*] The period referred to in Article 5(2)(b) shall not be less than one month from the date of the receipt of a transmittal by telefacsimile.

(3) [*Date*] Any Contracting Party may require that a signature or seal be accompanied by an indication of the date on which the signing or sealing was effected. Where that indication is required but is not supplied, the date on which the signing or sealing is deemed to have been effected shall be the date on which the communication bearing the signature or seal was received by the Office or, if the Contracting Party so allows, a date earlier than the latter date.



*Rule 6*

*Details Concerning the Requirement  
of Unity of Invention*

(1) [*Circumstances in Which the Requirement of Unity of Invention Is to Be Considered Fulfilled*] Where a group of inventions is claimed, the requirement of unity of invention shall be fulfilled only when there is a technical relationship among those inventions involving one or more of the same or corresponding special technical features. The expression “special technical features” shall mean those technical features that define a contribution which each of those inventions, considered as a whole, makes over the prior art.

(2) [*Determination of Unity of Invention Not Affected by Manner of Claiming*] The determination whether a group of inventions is so linked as to form a single general inventive concept shall be made without regard to whether the inventions are claimed in separate claims or as alternatives within a single claim.

*Rule 7*

*Divisional Applications*

(1) [*Time Limit*] (a) The applicant may file one or more divisional applications at any time up to at least the time when the initial application is in order for grant.

(b) Notwithstanding subparagraph (a), any Contracting Party which establishes a time limit for compliance by the applicant with all requirements for the grant of a patent may provide that no divisional application may be filed during the six months preceding the expiration of that time limit.

(2) [*Priority Documents*] Priority documents and any translations thereof that are submitted to the Office in respect of the initial application shall be considered as having been submitted also in respect of the divisional application or applications.

*Rule 8*

*Manner of Identification of an Application  
Without Its Application Number*

(1) [*Manner of Identification*] Where it is required that an application be identified by its application number but where such a number has not yet been issued or is not known to the applicant or his representative, that application shall be considered identified if the following is supplied:

(i) the provisional application number, if any, given by the office, or a copy of the request part of the application, or,

(ii) a reference number given to the application by the applicant or his representative and indicated in the application, along with the name and address of the applicant, the title of the invention and the date on which the application was sent to the office.

(2) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraph (1) be complied with in order for an application to be identified where its application number has not yet been issued or is not known to the applicant or his representative.

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