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DRAFT PATENT LAW TREATY AND DRAFT REGULATIONS

prepared by the International Bureau

INTRODUCTION

1. The present document contains the provisions of a new draft of the Patent Law Treaty and of accompanying Regulations. It takes into account the views expressed, in the fifth session of WIPO's Committee of Experts on the Patent Law Treaty (December 15 to 19, 1997), on Articles 1 to 16 of the previous draft of the treaty (document PLT/CE/V/2), as reflected in the Report adopted by the Committee of Experts (document PLT/CE/V/5).

2. The present text contains no transitional provisions or administrative and final clauses. Final clauses will be added at a later stage. When the precise contents of the draft Treaty have become clearer, it will be necessary to decide whether any transitional provisions are needed for interested Contracting Parties and, if so, to which provisions of the draft Treaty they should relate.

3. Notes on the provisions of the draft Treaty and the draft Regulations are contained in document SCP/1/4.

4. Revised draft Model International Forms, which are intended to be included in the Regulations, are contained in document SCP/1/5.

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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, as referred to in Article 2;
- (iii) “patent” means a patent as referred to in Article 2;
- (iv) references to a “person” shall be construed as references to both a natural person and a legal entity;
- (v) “communication” means any application, or any request, declaration or information relating to an application or patent, whether relating to a procedure under this Treaty or not, which is submitted or transmitted to the Office by means permitted by the Office;

(vi) “records of the Office” means the collection of information maintained by the Office, relating to the applications filed with, and the patents granted by, that Office or another authority with effect for the Contracting Party concerned, irrespective of the medium in which such information is maintained;

(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 who is applying for the patent, or another person, entitled under the applicable law, who is submitting or prosecuting the application;

(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) “address for service” means

[Alternative A]

an address for service as referred to in Article 2(3) of the Paris Convention;

[Article 1(xi), continued]

[Alternative B]

an address where, if a communication from the Office is delivered to that address, the intended recipient is deemed to have received that communication;

[Alternative C]

the address to which the Office shall send communications in respect of any procedure before the Office;

(xii) “a language accepted by the Office” means any one language accepted by the Office;

(xiii) “translation” means a translation into a language accepted by the Office;

(xiv) “procedure before the Office” means any procedure in proceedings before the Office with respect to an application or patent;

(xv) for the purposes of this Treaty, except where the context indicates otherwise, words in the singular include the plural, and *vice versa*;

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

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

(xviii) “Contracting Party” means [reserved; definitions of other terms used in the administrative and final provisions of the Treaty are also reserved].

Article 2

Applications and Patents to Which the Treaty Applies

(1) [*Applications*] (a) The provisions of this Treaty and the Regulations shall apply to national and regional applications for patents for invention which are filed with the Office of a Contracting Party, and which are types of applications that can be filed as international applications under the Patent Cooperation Treaty.

(b) Subject to the provisions of the Patent Cooperation Treaty, the provisions of this Treaty and the Regulations shall apply to international applications under the Patent Cooperation Treaty:

(i) in respect of the time limits applicable in the Office of any Contracting Party under Articles 22 and 39(1) of the Patent Cooperation Treaty;

(ii) from the date on which the requirements of Article 22 or 39(1) of that Treaty have been complied with.

(2) [*Patents*] The provisions of this Treaty and the Regulations shall apply to patents, resulting from the applications referred to in paragraph (1), which have been granted with effect for a Contracting Party.

Article 3

National Security

Nothing in this Treaty and the Regulations shall limit the freedom of any Contracting Party to apply measures deemed necessary for the preservation of its national security.

Article 4

Filing Date

(1) [*Elements of Application*] (a) Subject to paragraphs (2) to (5), a Contracting Party shall provide that the filing date of an application shall be the date on which its Office has received all of the following elements, filed by means permitted by the Office:

(i) an express or implicit indication to the effect that the elements are intended to be an application;

(ii) indications allowing the identity of the applicant to be established or allowing the applicant to be contacted by the Office;

(iii) a part which on the face of it appears to be a description.

(b) A Contracting Party may provide that, for the purposes of the filing date, a drawing may replace the part referred to in subparagraph (a)(iii).

(2) [*Language*] (a) The indications referred to in paragraph (1)(a)(i) and (ii) may be required to be in a language accepted by the Office.

(b) The part referred to in paragraph (1)(a)(iii) may, for the purposes of the filing date, be in any language. Where the said part is not in a language accepted by the Office, the application shall contain an indication, in a language accepted by the Office, to the effect that the application contains a description.

(3) [*Notification*] (a) Where the application does not comply with one or more of the requirements of paragraphs (1) and (2), the Office shall promptly notify the applicant of any requirement not complied with.

(b) Where the Office determines that the application refers to drawings which, in fact, are not included in the application, the Office shall promptly notify the applicant accordingly.

(4) [*Subsequent Compliance with Requirements*] (a) Where one or more of the requirements referred to in paragraphs (1) and (2) are not complied with in the application as initially filed, the filing date shall, subject to subparagraph (b) and paragraphs (5) and (6), be the date on which all of the requirements referred to in paragraphs (1) and (2) are complied with.

(b) A Contracting Party may provide that, where one or more of the missing requirements referred to in subparagraph (a) are not complied with within the time limit prescribed in the Regulations, the application shall be regarded as not having been filed.

(5) [*Submission of Missing Drawings*] (a) Subject to subparagraphs (b) and (c) and paragraph (6), where drawings referred to in the application, but in fact not included, are furnished to the Office within the time limit prescribed in the Regulations, the filing date shall be the date on which the Office has received those drawings, or the date on which all of the requirements referred to in paragraphs (1) and (2) are complied with, whichever is later. Otherwise, any reference to the said drawings shall be considered non-existent.

[Article 4(5), continued]

(b) A Contracting Party may provide that, where the Office determines that the drawings furnished under subparagraph (a) do not contain new matter, the filing date shall be the date on which all of the requirements referred to in paragraphs (1) and (2) are complied with.

(c) Where the drawings furnished under subparagraph (a) are withdrawn within a time limit fixed by the Contracting Party, the filing date shall be the date on which the requirements referred to in paragraphs (1) and (2) are complied with, and any reference to the said drawings shall be considered non-existent.

(6) [*Consideration of Contents of Earlier Application*] Where a part of the description or a drawing is furnished after the filing date to rectify its unintentional omission from the application on the filing date, and the application claims the priority of an earlier application, the Office shall, upon the request of the applicant and subject to the requirements prescribed in the Regulations, consider the contents of that earlier application as having been contained in the application claiming priority in determining, for the purposes of the filing date, whether that part of the description or that drawing contains new matter.

(7) [*Replacing Description and Drawings by Reference to a Previously Filed Application*] (a) A Contracting Party may provide that, subject to the requirements prescribed in the Regulations, a reference, in a language accepted by the Office, to a previously filed application in respect of the same invention shall, for the purposes of the filing date of the application, replace the description and any drawings.

(b) Where the requirements referred to in subparagraph (a) are not complied with, the application shall be considered as not having been filed.

[(8) *Divisional Applications*] Nothing in this Article shall limit the right of an applicant under Article 4G(1) or (2) of the Paris Convention to preserve, as the date of a divisional application referred to in that Article, the date of the initial application referred to in that Article and the benefit of the right of priority, if any.]

Article 5

Application

(1) [*Form or Contents of Application*] No Contracting Party shall, except where otherwise provided for by this Treaty, require compliance with any requirement relating to the form or contents of an application different from or additional to those which are provided for in respect of international applications under the Patent Cooperation Treaty, it being understood that a Contracting Party shall be free to provide for requirements which, from the viewpoint of applicants, are more favorable than the requirements applicable under the Patent Cooperation Treaty.

(2) [*Request Form*] (a) A Contracting Party may require that the contents of an application which correspond to the mandatory contents of the request of an international application under the Patent Cooperation Treaty be presented on a request Form prescribed by that Contracting Party.

(b) Notwithstanding subparagraph (a), a Contracting Party shall accept the presentation of the contents referred to in that subparagraph on a request Form, filed on paper, if that request Form corresponds to the request Form provided for in the Regulations.

(3) [*Applications Filed on Paper or in Electronic Form or by Other Means*] The Regulations shall set out the requirements which a Contracting Party shall be permitted to apply as regards the filing of applications on paper or in electronic form or by other means.

However:

(i) no Contracting Party shall be obliged to accept the electronic filing of applications with its Office;

(ii) no Contracting Party shall be obliged to exclude the filing of applications on paper with its Office;

(iii) the adoption of any provision in the Regulations allowing a Contracting Party which accepts the electronic filing of applications with its Office to exclude the filing of applications on paper shall require unanimous consent. Paragraph (2)(b) shall no longer be applicable to a Contracting Party which excludes the filing of applications on paper.

[(4) [*Registration Numbers*] Notwithstanding paragraph (1), a Contracting Party may require that the request Form referred to in paragraph (2) contain, where the applicant is registered with the Office, the number or other indication under which he is so registered and, where the applicant has a representative who is registered with the Office, the number or other indication under which the representative is so registered.]

(5) [*Language*] A Contracting Party may require that the application be in a language accepted by its Office.

[Article 5, continued]

(6) [*Fees*] A Contracting Party may require that fees be paid in respect of the application.

(7) [*Priority*] (a) Subject to subparagraph (c), where the priority of an earlier application is claimed, a Contracting Party may require that a copy of the earlier application be furnished to the Office within the time limit prescribed in the Regulations.

(b) A Contracting Party may require that the copy referred to in subparagraph (a) and the date of filing of the earlier application be certified as correct by the Office with which the earlier application was filed.

(c) No Contracting Party shall require the furnishing of a copy or a certified copy of the earlier application, or a certification of the filing date, as referred to in subparagraphs (a) and (b), where the earlier application was filed with its Office or is available, in an official form, to that Office by electronic means.

(d) Where the earlier application is not in a language accepted by the Office and the validity of the priority claim is relevant to the determination of whether the invention concerned is patentable, the Contracting Party may require that a translation of the earlier application be furnished by the applicant, upon invitation by the Office, within the time limit prescribed in the Regulations.

(8) [*Evidence*] A Contracting Party may require that evidence be furnished to its Office in the course of the processing of the application where that Office may reasonably doubt the veracity of any matter contained in the request Form referred to in paragraph (2), or in a declaration of priority.

(9) [*Notification*] Where one or more of the requirements applied under paragraphs (1) to (6) are not complied with, or where evidence is required under paragraph (8), the Office shall notify the applicant, giving an opportunity to comply with any such requirement, and to make observations, within the relevant time limit prescribed in the Regulations.

(10) [*Non-Compliance with Requirements*] (a) Where one or more of the requirements applied under paragraphs (1) to (6) and (8) are not complied with within the time limit prescribed in the Regulations, the Contracting Party may, subject to subparagraph[s] (b) and [(c) and] Article 4, apply such sanction as is provided for in its law, provided that the applicant has been notified under paragraph (9).

(b) Where any requirement applied under paragraph (1) or (8) in respect of a priority claim is not complied with within the time limit prescribed in the Regulations, the priority claim may be considered non-existent, except where otherwise provided for in the case of an international application under the Patent Cooperation Treaty in respect of such non-compliance. Subject to Article 4(7)(b), no other sanctions may be applied.

[Article 5(10), continued]

(c) Where any copy or translation required by a Contracting Party under paragraph (7) is not furnished within the time limit applied under that paragraph, the priority claim may be considered non-existent. Subject to Article 4(7)(b), no other sanctions may be applied.

[(d) No Contracting Party may provide for the refusal of an application for failure to comply with any requirement to furnish a registration number or other indication under paragraph (4).]

Article 6

Validity of Patent; Revocation

(1) [*Validity of Patent Not Affected by Non-Compliance with Certain Formal Requirements*] Once a patent has been granted, it may not be revoked or invalidated, either totally or in part, by the Office, or by a court, a board of appeal or any other competent authority of a Contracting Party on the ground of non-compliance with one or more of the formal requirements referred to in Article 5(1) to (3), [(4),] (6) and (7), except where the non-compliance with the formal requirement occurred as a result of a fraudulent intention.

(2) [*Opportunity to Make Observations, Amendments or Corrections in Case of Intended Revocation or Invalidation*] A patent may not be revoked or invalidated, either totally or in part, by the Office, a court, a board of appeal or any other competent authority of a Contracting Party, without the owner being given at least one opportunity to make observations on the intended revocation or invalidation, and to make amendments and corrections, where permitted under the applicable law, within a reasonable time limit.

Article 7

Representation; Address for Service

(1) [*Representatives*] (a) A Contracting Party may require that a representative appointed for the purposes of any procedure before the Office:

(i) have the right, under the applicable law, to practice before the Office in respect of applications and patents;

(ii) provide an address for service on the territory of the Contracting Party.

(b) An act, with respect to any procedure before the Office, by or in relation to a representative who complies with the requirements applied by the Contracting Party under subparagraph (a), shall have the effect of an act by or in relation to the applicant, owner or other interested person who is represented by that representative.

(2) [*Mandatory Representation*] A Contracting Party may require that an applicant, owner or other interested person be represented by a representative for the purposes of any procedure before the Office other than:

(i) the payment of a fee;

[(ii) the filing of an application;]

[Alternative A]

[(iii) the filing of a translation;

(iibis) the furnishing of drawings according to Article 4(5)(a);]

[End of Alternative A]

[Alternative B]

[(iii) any other procedure as prescribed in the Regulations;]

[End of Alternative B]

(iv) the issue of a receipt or notification by the Office in respect of any procedure referred to in items (i) to [(iibis)][(iii)].

(3) [*Address Where No Representative Is Appointed*] Where no representative is appointed, a Contracting Party may require, for the purposes of any procedure before the Office other than a procedure referred to in paragraph (2)(i) to (iv), that an applicant, owner or other interested person:

(i) indicate, as his address, the address of a domicile or real and effective industrial or commercial establishment, if any, which he has on the territory of the Contracting Party; or, at his option,

[Article 7(3), continued]

(ii) provide an address for service on the territory of the Contracting Party.

(4) [*Power of Attorney*] (a) A Contracting Party shall accept that the appointment of the representative be furnished to the Office in:

(i) a separate communication (hereinafter referred to as a “power of attorney”) indicating the name of, and signed by, the applicant, owner or other interested person; or, at his option,

(ii) the request Form referred to in Article 5(2), signed by the applicant.

(b) A single power of attorney shall be sufficient even where it relates to more than one application or patent of the same person, or to one or more applications and one or more patents of the same person, provided that all applications and patents concerned are identified in the power of attorney. A single power of attorney shall also be sufficient even where it relates, subject to any exception indicated by the appointing person, to all existing and future applications or patents of that person. The Office may require that, where that single power of attorney is filed on paper, a separate copy thereof be furnished for each application and patent to which it relates.

(5) [*Power of Attorney Form*] (a) A Contracting Party may require that, where a power of attorney is in a separate communication as referred to in paragraph (4)(a)(i), it be presented on a power of attorney Form prescribed by that Contracting Party.

(b) Notwithstanding subparagraph (a), a Contracting Party shall accept the presentation of a power of attorney, filed on paper, if it is presented on a form which corresponds to the power of attorney Form provided for in the Regulations.

(6) [*Powers of Attorney Filed on Paper or in Electronic Form or by Other Means*] Article 5(3) shall apply, *mutatis mutandis*, to powers of attorney.

(7) [*Language*] A Contracting Party may require that, if the power of attorney is not in a language accepted by the Office, it be accompanied by a translation.

(8) [*References in Communications*] A Contracting Party may require that any communication made to the Office by a representative for the purposes of a procedure before the Office contain:

(i) a reference to the power of attorney, or other communication in which the appointment of that representative is or was effected, on the basis of which the said representative acts;

(ii) where the representative is registered with the Office, the number or other indication under which that representative is so registered.

[Article 7, continued]

(9) [*Evidence*] A 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 (4).

(10) [*Prohibition of Other Requirements*] No Contracting Party may require that formal requirements other than those referred to in paragraphs (1) to (9) be complied with in respect of the matters dealt with in those paragraphs.

(11) [*Notification; Non-Compliance with Requirements*] Article 5(9) and (10) shall apply, *mutatis mutandis*, where one or more of the requirements applied under paragraphs (1) to (8) are not complied with, or where evidence is required under paragraph (9), except that the time limits with respect to any procedure concerning representation and address for service shall be as prescribed in the Regulations.

Article 8

Signature

(1) [*Communication on Paper, in Electronic Form or by Other Means*] The Regulations shall set out the requirements which a Contracting Party shall be permitted to apply as regards the signature of communications to its Office on paper, in electronic form or by other means.

(2) [*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, which is communicated to its Office on paper.

(3) [*Evidence*] (a) A Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt the authenticity of any signature or other means of self-identification.

(b) No Contracting Party may require the attestation, notarization, authentication, legalization or other certification of any evidence referred to in subparagraph (a) which is communicated to the Office on paper.

(4) [*Notification; Non-Compliance With Requirements*] Article 5(9) and (10) shall apply, *mutatis mutandis*, where one or more of the requirements applied under the Regulations referred to in paragraph (1) are not complied with, or where evidence is required under paragraph (3), except that the time limits with respect to signature shall be as prescribed in the Regulations.

Article 9

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 or address, a Contracting Party shall accept that a request for recordal of the change be made in a communication signed by the applicant or owner and indicating the number of the application or patent concerned and the change to be recorded.

(b) A Contracting Party may require that the request contain the indications prescribed in the Regulations.

(2) [*Request Form*] (a) A Contracting Party may require that the request referred to in paragraph (1) be presented on a Form prescribed by that Contracting Party.

(b) Notwithstanding subparagraph (a), a Contracting Party shall accept the presentation of the request referred to in paragraph (1), filed on paper, if it is presented on a form which corresponds to the Form provided for in the Regulations.

(3) [*Requests Filed on Paper or in Electronic Form or by Other Means*] Article 5(3) shall apply, *mutatis mutandis*, to requests for recordal of a change in name or address.

(4) [*Language*] Article 5(5) shall apply, *mutatis mutandis*, to requests for recordal of a change in name or address.

(5) [*Fees*] Article 5(6) shall apply, *mutatis mutandis*, to requests for recordal of a change in name or address.

(6) [*Single Request*] (a) A single request shall be sufficient even where the change relates to both the name and address of the applicant or the owner.

(b) A single request shall be sufficient even where the change relates to more than one application or patent of the same person, or to one or more applications and one or more patents of the same person, provided that the numbers of all applications and patents concerned are indicated in the request. A Contracting Party may require that, where that single request is filed on paper, a separate copy thereof be furnished for each application and patent to which it relates.

(7) [*Unknown Application Number*] Notwithstanding paragraphs (1)(a) and (6)(b), where the application number of any application concerned has not yet been issued or is not known to the requesting party, the request shall identify that application as prescribed in the Regulations.

(8) [*Evidence*] A 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 9, continued]

(9) [*Prohibition of Other Requirements*] No Contracting Party may require that requirements other than those referred to in paragraphs (1) to (8) be complied with in respect of the request referred to in paragraph (1)(a). In particular, the furnishing of any certificate concerning the change may not be required.

(10) [*Notification; Non-Compliance with Requirements*] Article 5(9) and (10) shall apply, *mutatis mutandis*, where one or more of the requirements applied under paragraphs (1) to (7) are not complied with, or where evidence is required under paragraph (8), except that the time limits with respect to requests for recordal of a change in name or address shall be as prescribed in the Regulations.

(11) [*Change in the Name or Address of the Representative or in the Address for Service*] Paragraphs (1) to (10) shall apply, *mutatis mutandis*, to any change in the name or address of the representative, and to any change relating to the address for service.

Article 10

Request for Recordal of Change in Applicant or Owner

(1) [*Request for Recordal of a Change in Applicant or Owner*] (a) Where there is a change in the person of the applicant or owner, a Contracting Party shall accept that a request for recordal of the change be made in a communication signed by the applicant or owner, or by the new applicant or new owner, and indicating the number of the application or patent concerned and the change to be recorded.

(b) A Contracting Party may require that the request contain the indications prescribed in the Regulations.

(2) [*Request Form*] Article 9(2) shall apply, *mutatis mutandis*, to requests for recordal of a change in applicant or owner.

(3) [*Requests Filed on Paper or in Electronic Form or by Other Means*] Article 5(3) shall apply, *mutatis mutandis*, to requests for recordal of a change in applicant or owner.

(4) [*Documentation of the Basis of the Change in Applicant or Owner*] (a) Where the recordal of a change in applicant or owner results from a contract, a Contracting Party may require that [, where the recordal is requested by the new applicant or the new owner, rather than by the applicant or the owner,] the request be accompanied, at the option of the requesting party, by one of the following:

(i) a copy of the contract, which copy may be required to be certified by a

[Article 10(4)(a)(i), continued]

notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office, as being in conformity with the original contract;

(ii) an extract of the contract showing the change, which extract may be required to be certified by a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office, as being a true extract of the contract;

(iii) an uncertified certificate of transfer of ownership 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.

(b) Where the change in applicant or owner results from a merger, or from the reorganization or division of a legal entity, a Contracting Party may require that the request be accompanied by a copy of a document, which document originates from a competent authority and evidences the merger, or the reorganization or division of the legal entity, and any attribution of rights involved, such as a copy of an extract from a register of commerce. A Contracting Party may also require that the copy be certified, at the option of the requesting party, by the authority which issued the document or by a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office, as being in conformity with the original document.

(c) Where the change in applicant or owner does not result from a contract, a merger, or the reorganization or division of a legal entity, but results from another ground, for example, by operation of law or a court decision, a Contracting Party may require that the request be accompanied by a copy of a document evidencing the change. A Contracting Party may also require that the copy be certified as being in conformity with the original document, at the option of the requesting party, by the authority which issued the document or by a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office.

(d) Where the change is in the person of one or more but not all of several co-applicants or co-owners, a Contracting Party may require that any co-applicant or co-owner in respect of whom there is no change give his consent to the change in a communication to the Office.

(5) [*Language; Translation*] A Contracting Party may require that:

(i) the request referred to in paragraph (1) and the certificate of transfer referred to in paragraph (4)(a)(iii) be in a language accepted by the Office;

(ii) where the document submitted under paragraph (4)(a)(i) or (ii), (b), (c) or (d) is not in a language accepted by the Office, that document be accompanied by a translation.

[Article 10, continued]

(6) [*Fees*] Article 5(6) shall apply, *mutatis mutandis*, to requests for the recordal of a change in applicant or owner.

(7) [*Single Request*] A single request shall be sufficient even where the change relates to more than one application or patent of the same person, or to one or more applications and one or more patents of the same person, provided that the change in applicant or owner is the same for all applications and patents concerned, and the numbers of all applications and patents concerned are indicated in the request. A Contracting Party may require that, where that single request is filed on paper, a separate copy thereof be furnished for each application and patent to which it relates.

(8) [*Unknown Application Number*] Article 9(7) shall apply, *mutatis mutandis*, to requests for the recordal of a change in applicant or owner.

(9) [*Evidence*] A Contracting Party may require that evidence, or further evidence in the case of paragraph (4), 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.

(10) [*Prohibition of Other Requirements*] No Contracting Party may require that requirements other than those referred to in paragraphs (1) to (9) be complied with in respect of the request referred to in this Article.

(11) [*Notification; Non-Compliance with Requirements*] Article 5(9) and (10) shall apply, *mutatis mutandis*, where one or more of the requirements applied under paragraphs (1) to (8) are not complied with, or where evidence or further evidence is required under paragraph (9), except that the time limits with respect to requests for recordal of a change in applicant or owner shall be as prescribed in the Regulations.

(12) [*Exclusion of Application of Article 10*] A Contracting Party may exclude the application of this Article in respect of changes in inventorship.

Article 11

Request for Recordal of a Licensing Agreement or Security Interest

(1) [*Request for Recordal of a Licensing Agreement*] (a) Where a licensing agreement in respect of an application or patent may be recorded under the applicable law, the Contracting Party shall accept that a request for recordal of that licensing agreement be made in a communication signed by the licensor or the licensee and indicating the number of the application or patent concerned.

(b) A Contracting Party may require that the request contain the indications prescribed in the Regulations.

(2) [*Request Form*] Article 9(2) shall apply, *mutatis mutandis*, to requests for recordal of a licensing agreement.

(3) [*Requests Filed on Paper or in Electronic Form or by Other Means*] Article 5(3) shall apply, *mutatis mutandis*, to requests for recordal of a licensing agreement.

(4) [*Documentation of the Basis of the Licensing Agreement*] (a) A Contracting Party may require that [, where the recordal is requested by the licensee, rather than by the licensor,] the request be accompanied, at the option of the requesting party, by one of the following:

(i) a copy of the licensing agreement, which copy may be required to be certified, at the option of the requesting party, by a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the

right to practice before the Office, as being in conformity with the original licensing agreement;

(ii) an extract of the licensing agreement showing at least the territory, duration or any quantitative extent of the licensing agreement, which extract may be required to be certified, at the option of the requesting party, by a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office, as being a true extract of the licensing agreement.

(b) A Contracting Party may require that any applicant, owner, exclusive licensee, co-applicant, co-owner or co-exclusive licensee who is not party to a licensing agreement give his consent to the recordal of that licensing agreement in a communication to the Office.

(5) [*Language; Translation*] A Contracting Party may require that:

(i) the request referred to in paragraph (1) be in a language accepted by the Office;

(ii) if the document referred to in paragraph (4) is not in a language accepted by the Office, that document be accompanied by a translation.

[Article 11, continued]

(6) [*Fees*] Article 5(6) shall apply, *mutatis mutandis*, to requests for recordal of a licensing agreement.

(7) [*Single Request*] Article 10(7) shall apply, *mutatis mutandis*, to requests for recordal of a licensing agreement.

(8) [*Unknown Application Number*] Article 9(7) shall apply, *mutatis mutandis*, to requests for recordal of a licensing agreement.

(9) [*Evidence*] Article 10(9) shall apply, *mutatis mutandis*, to requests for recordal of a licensing agreement.

(10) [*Prohibition of Other Requirements*] No Contracting Party may require that requirements other than those referred to in paragraphs (1) to (9) be complied with in respect of the request referred to in paragraph (1)(a).

(11) [*Notification; Non-Compliance with Requirements*] Article 5(9) and (10) shall apply, *mutatis mutandis*, where one or more of the requirements applied under paragraphs (1) to (8) are not complied with, or where evidence is required under paragraph (9), except that the time limits with respect to requests for the recordal of a licensing agreement shall be as prescribed in the Regulations.

(12) [*Request for Recordal of a Security Interest or Cancellation of the Recordal of a Licensing Agreement or a Security Interest*] Paragraphs (1) to (11) shall apply, *mutatis mutandis*, to the requests for:

- (i) recordal of a security interest in respect of an application or patent;
- (ii) cancellation of the recordal of a licensing agreement or a security interest in respect of an application or patent.

Article 12

Request for Correction of a Mistake

(1) [*Request*] (a) Where an application, a patent or any request communicated to the Office in respect of an application or a patent contains a mistake which is correctable under the applicable law, the Contracting Party shall accept that a request for correction of that mistake in the records and publications of the Office be made in a communication signed by the applicant or owner and indicating the number of the application or patent concerned, the mistake to be corrected and the correction to be made.

(b) A Contracting Party may require that the request contain the indications prescribed in the Regulations.

(c) A Contracting Party may require that the request be accompanied by a replacement sheet incorporating the correction or, where paragraph (6) applies, by such a replacement sheet for each application and patent to which the request relates.

(d) A Contracting Party may require that the request be subject to a declaration from the requesting party stating that the mistake was made in good faith.

(e) A Contracting Party may require as a condition of acceptance of a request for correction of a mistake that the said request was made without undue delay or, at the option of the Contracting Party, that it was made without unintentional delay, following the discovery of the mistake.

(2) [*Request Form*] Article 9(2) shall apply, *mutatis mutandis*, to requests for correction of a mistake.

(3) [*Requests Filed on Paper or in Electronic Form or by Other Means*] Article 5(3) shall apply, *mutatis mutandis*, to requests for correction of a mistake.

(4) [*Language*] Article 5(5) shall apply, *mutatis mutandis*, to requests for correction of a mistake.

(5) [*Fees*] Article 5(6) shall apply, *mutatis mutandis*, to requests for correction of a mistake.

(6) [*Single Request*] Article 10(7) shall apply, *mutatis mutandis*, to requests for correction of a mistake, provided that the mistake and the requested correction are the same for all applications and patents concerned.

(7) [*Unknown Application Number*] Article 9(7) shall apply, *mutatis mutandis*, to requests for correction of mistakes.

[Article 12, continued]

(8) [*Evidence*] A Contracting Party may, where the Office may reasonably doubt that the alleged mistake is in fact a mistake, or where it may reasonably doubt the veracity of any matter contained in, or of any document filed in connection with, the request for correction of a mistake, require that evidence in support of the request be furnished to the Office.

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

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

(11) [*Notification of Requesting Party; Non-Compliance with Requirements*] Article 5(9) and (10) shall apply, *mutatis mutandis*, where one or more of the requirements applied under paragraphs (1) to (7) are not complied with, or where evidence is required under paragraph (8), except that the time limits with respect to requests for the correction of a mistake shall be as prescribed in the Regulations.

(12) [*Exclusion of Application of Article 12*] A Contracting Party may exclude the application of this Article in respect of corrections in inventorship.

Article 13

Extension of a Time Limit Fixed by the Office

(1) [*Request*] Where an applicant or owner requests an extension of a time limit fixed by the Office for an action in a procedure before the Office, in a communication received by the Office prior to the expiration of that time limit, such time limit shall be extended, subject to paragraph (2), by a period prescribed in the Regulations.

(2) [*Exceptions*] (a) No Contracting Party which provides a maximum time limit for compliance with all of the requirements for the grant of a patent shall be required under paragraph (1) to extend a time limit for an action in a procedure before the Office in respect of any of those requirements beyond that maximum time limit.

(b) No Contracting Party shall be required under paragraph (1) to grant:

(i) a second, or any subsequent, extension of a time limit in respect of which an extension has already been granted under that paragraph;

(ii) an extension of a time limit for filing a request for an extension of a time limit.

(3) [*Requests Filed on Paper or in Electronic Form or by Other Means*] Article 5(3) shall apply, *mutatis mutandis*, to requests under paragraph (1).

[Article 13, continued]

(4) [*Language*] Article 5(3) shall apply, *mutatis mutandis*, to requests under paragraph (1).

(5) [*Fees*] Article 5(6) shall apply, *mutatis mutandis*, to requests under paragraph (1).

(6) [*Opportunity to Make Observations in Case of Intended Refusal*] A request under paragraph (1) may not be refused, totally or in part, without the requesting party being given at least one opportunity to make observations on the intended refusal within a reasonable time limit.

Article 14

Further Processing or Revival of Application

(1) [*Request for Further Processing or Revival of Application*] (a) Where an application has been, or is to be, refused or considered withdrawn or abandoned following failure to comply with a time limit [fixed by the Office] for an action in a procedure before the Office, the Office shall, subject to subparagraph (b), at the option of the Contracting Party,

- (i) proceed with the further processing of the application as if that time limit had been complied with, or
- (ii) revive the said application,

upon a request made in a communication to the Office signed by the applicant, if the request is made, and all of the requirements in respect of which the time limit for the action in a procedure before the Office applied are complied with, within the time limit prescribed in the Regulations.

(b) A Contracting Party may provide that a request for revival under subparagraph (a) be accompanied by a statement that the failure to comply with the time limit was unintentional.

(2) [*Exceptions*] (a) No Contracting Party which provides a maximum time limit for compliance with all of the requirements for the grant of a patent shall be required to grant further processing or revival under paragraph (1)(a) after the expiration of that time limit.

[Article 14(2), continued]

(b) The law of any Contracting Party may specify certain time limits in respect of which further processing or revival under paragraph (1)(a) shall be excluded.

(3) [*Request Form*] A Contracting Party may require that the request referred to in paragraph (1)(a) be presented on a Form prescribed by that Contracting Party.

(4) [*Requests Filed in Paper or in Electronic Form or by Other Means*] Article 5(3) shall apply, *mutatis mutandis*, to requests for further processing or revival.

(5) [*Language*] Article 5(5) shall apply, *mutatis mutandis*, to requests for further processing or revival.

(6) [*Fees*] (a) Article 5(6) shall apply, *mutatis mutandis*, to requests for further processing or revival.

(b) Notwithstanding subparagraph (a), no Contracting Party may require the payment of a fee where the non-compliance with the time limit for action before the Office referred to in paragraph (1)(a) occurred:

(i) as a result of the loss of a communication by a postal service or another delivery service specified by the Contracting Party;

(ii) as a result of a failure by the Office.

(7) [*Evidence*] A Contracting Party which requires a statement under paragraph (1)(b) may require that evidence be furnished to the Office where the Office may reasonably doubt the veracity of that statement.

(8) [*Opportunity to Make Observations in Case of Intended Refusal*] A request under paragraph (1)(a) may not be refused, totally or in part, without the requesting party being given at least one opportunity to make observations on the intended refusal within a reasonable time limit.

(9) [*Intervening Rights*] (a) A Contracting Party may provide that, where a published application had been refused or considered withdrawn or abandoned, [and that fact had been made known to the public,] and where further processing or revival of the application has been allowed under paragraph (1), the application shall not be invoked against any person for any acts which were started, or for which effective and serious preparations were started, in good faith, during the period commencing three months after the expiration of the time limit for the action before the Office and expiring on the date on which further processing or revival was allowed.

[Article 14(9), continued]

(b) Notwithstanding subparagraph (a), a Contracting Party may require that a person claiming a right based on that subparagraph pay to the applicant a reasonable compensation for any act, subsequent to the date on which further processing or revival was allowed, which would, if not for the application of that subparagraph, contravene the rights of the applicant under the applicable law.

Article 15

Restoration of Rights

(1) [*Request for Restoration of Rights*] Where the failure to comply with a time limit for an action in a procedure before the Office has the direct consequence of causing an application to be refused or considered withdrawn or abandoned, or causing a patent to be revoked, invalidated or considered lapsed or terminated, the Office shall restore the rights of the applicant or owner, upon a request made in a communication to the Office signed by the applicant or owner, if:

(i) the request is made, and all of the requirements in respect of the said time limit for an action in a procedure before the Office are complied with, within the time limit prescribed in the Regulations;

(ii) the request states the grounds on which it is based; and

(iii) the Office finds that the failure to comply with the time limit occurred in spite of all due care required by the circumstances having been taken or, at the option of the Contracting Party, was unintentional.

(2) [*Exclusions*] No Contracting Party shall be required to provide for the restoration of rights under paragraph (1) in the case of failure to comply with a time limit for:

(i) an action before a board of appeal or other review body constituted in the framework of the Office;

[Article 15(2), continued]

(ii) the payment of maintenance fees, where such fees are not paid within the period of grace referred to in Article 5*bis*(1) of the Paris Convention;

(iii) making a request under paragraph (1) or Article 13(1) or 14(1)(a);

(iv) filing a request for search or examination;

(v) filing a translation of a regional patent.

(3) [*Request Form*] Article 14(3) shall apply, *mutatis mutandis*, to requests for restoration of rights.

(4) [*Requests Filed on Paper or in Electronic Form or by Other Means*] Article 5(3) shall apply, *mutatis mutandis*, to requests for restoration of rights.

(5) [*Language*] Article 5(5) shall apply, *mutatis mutandis*, to requests for restoration of rights.

(6) [*Fees*] Article 5(6) shall apply, *mutatis mutandis*, to requests for restoration of rights.

(7) [*Evidence*] A Contracting Party may require that a declaration or other evidence in support of the grounds referred to in paragraph (1)(ii) be furnished to the Office within a time limit fixed by the Office.

(8) [*Opportunity to Make Observations in Case of Intended Refusal*] A request under paragraph (1) may not be refused, totally or in part, without the requesting party being given at least one opportunity to make observations on the intended refusal within a reasonable time limit.

(9) [*Intervening Rights*] Article 14(9) shall apply, *mutatis mutandis*, to the restoration of rights in published applications or patents.

Article 16

Addition and Restoration of Priority Claim

(1) [*Addition of Priority Claim*] The Office shall, upon a request made in a communication to the Office signed by the applicant, add a priority claim to an application (“the subsequent application”) if:

(i) the request is made within the time limit prescribed in the Regulations;

and

(ii) the filing date of the subsequent application is not later than the date of the expiration of the priority period calculated from the filing date of the earlier application whose priority is claimed.

(2) [*Delayed Filing of the Subsequent Application*] (a) Where an application (“the subsequent application”) which claims or could have claimed the priority of an earlier application has a filing date which is later than, but within two months of, the date on which the priority period expired, the Office shall restore the right of priority, upon a request made in a communication to the Office signed by the applicant, if:

(i) the request is made before the expiration of the said two-month period and before any technical preparations for publication of the subsequent application have been completed;

(ii) the request states the ground on which it is based;

(iii) the Office finds that the failure to furnish the subsequent application within the priority period occurred in spite of all due care required by the circumstances having been taken or, at the option of the Contracting Party, was unintentional; and

(iv) where the application did not claim the priority of the earlier application, the request is accompanied by the priority claim.

[(b) No Contracting Party may allow for the extension of the period of two months referred to in subparagraph (a).]

(3) [*Failure to Furnish a Copy of Earlier Application*] (a) Where a copy of an earlier application required under Article 5(7)(a) is not furnished to the Office within the time limit referred to in that Article, the Office shall restore the right of priority, upon a request made, in a communication to the Office signed by the applicant, within a reasonable time limit, if:

(i) the request for restoration states the Office to which the request for a copy of an earlier application had been made and the date of that request; and

(ii) the Office finds that the request for the copy to be provided had been made, to the Office with which the earlier application was filed, within the time limit prescribed in the Regulations.

[Article 16(3), continued]

(b) A Contracting Party may require that:

(i) a declaration or other evidence in support of the statement referred to in subparagraph (a)(i) be furnished to the Office within a time limit fixed by the Office;

(ii) the copy of the earlier application referred to in subparagraph (a) be furnished to the Office within a time limit fixed by the Office calculated from the date on which the applicant is provided with that copy by the Office with which the earlier application was filed.

(4) [*Request Form*] Article 14(3) shall apply, *mutatis mutandis*, to requests under paragraphs (1) to (3).

(5) [*Requests Filed on Paper or in Electronic Form or by Other Means*] Article 5(3) shall apply, *mutatis mutandis*, to requests under paragraphs (1) to (3).

(6) [*Language*] Article 5(5) shall apply, *mutatis mutandis*, to requests under paragraphs (1) to (3).

(7) [*Fees*] Article 5(6) shall apply, *mutatis mutandis*, to requests under paragraphs (1) to (3).

(8) [*Opportunity to Make Observations*] A request under paragraphs (1) to (3) may not be refused, totally or in part, without the requesting party being given at least one opportunity to make observations on the intended refusal within a reasonable time limit.

[(9) [*Intervening Rights*] Article 14(9) shall apply, *mutatis mutandis*, where a request under paragraphs (1) to (3) is allowed.]

Article 17

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) details useful in the implementation of the provisions of this Treaty;
 - (iii) 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 Filing Date Under Article 4

(1) [*Time Limits Under Article 4(4)(b) and (5)(a)*] Each of the time limits referred to in Article 4(4)(b) and (5)(a) shall be:

(i) where a notification has been made under Article 4(3), not less than one month from the date of the notification;

(ii) where a notification has not been made, not less than two months from the date on which one or more elements referred to in Article 4(1)(a) were first received by the Office.

(2) [*Requirements Under Article 4(6)*] (a) Any Contracting Party may require that, for the contents of an earlier application to be considered under Article 4(6):

(i) where a copy of the earlier application is required under Article 5(7)(a), that copy be furnished under that Article;

(ii) where a copy of the earlier application is not required under Article 5(7)(a), a copy of the earlier application be furnished, upon invitation by the Office, within a time limit which shall be not less than two months from the date of that invitation;

(iii) where a certification of a copy of the earlier application and the filing date of the earlier application is required under Article 5(7)(b), that certification be furnished under that Article;

(iv) where a certification of a copy of the earlier application and the filing date of the earlier application is not required under Article 5(7)(b), a copy of the earlier application and the date of filing of the earlier application be certified as correct by the Office with which the earlier application was filed, upon invitation by the Office, within a time limit which shall be not less than two months from the date of that invitation;

(v) where the earlier application is not in a language accepted by the Office, a translation of the earlier application be furnished by the applicant, upon invitation by the Office, within a time limit which shall be not less than two months from the date of that invitation.

(b) No Contracting Party shall require the furnishing of a copy or a certified copy of the earlier application, or a certification of the filing date, as referred to in subparagraph (a), where the earlier application was filed with its Office or is available, in an official form, to that Office by electronic means.

[Rule 2, continued]

(3) [*Requirements Under Article 4(7)(a)*] (a) The reference to the previously filed application under Article 4(7)(a) shall indicate the Office with which the previously filed application was filed, the filing date, the number, the name of the applicant[, the title] and the language of the previously filed application.

(b) The applicant identified in the previously filed application shall be the same as, or the predecessor in title to, the applicant identified in the application containing the reference.

(c) Where two or more applicants are indicated in either or both the application containing the reference referred to in Article 4(7)(a) and the previously filed application, the requirements of subparagraph (b) shall be considered as complied with if at least one of those applicants is identified as an applicant in both applications.

(d) Any Contracting Party may, subject to subparagraph (e), require that:

(i) a copy of the previously filed application and, where the earlier application is not in a language accepted by the Office, a translation of that previously filed application, be furnished to the Office within a time limit which shall be not less than two months from the date on which the application containing the reference referred to in Article 4(7)(a) was received by the Office;

(ii) a certified copy of the previously filed application be furnished to the Office either, where the priority of the previously filed application is claimed, in accordance with Article 5(7)(b) or, where the priority of the previously filed application is not claimed, within a time limit which shall be not less than four months from the date of the receipt of the application containing the reference referred to in Article 4(7)(a).

(e) No Contracting Party shall require the furnishing of a copy referred to in subparagraph (d), where the previously filed application was filed with its Office or is available, in an official form, to that Office by electronic means.

Rule 3

*Filing of Applications Under Article 5(3); Communication in
Electronic Form or by Other Means*

(1) [*Applications Filed on Paper*] A Contracting Party shall permit the filing of applications on paper.

(2) [*Applications Filed in Electronic Form*] (a) Where a Contracting Party permits the filing of applications in electronic form with its Office in a particular language, and there are requirements applicable under the Patent Cooperation Treaty in relation to international applications filed electronically in that language, the Office shall permit the filing of applications in electronic form in the said language complying with those requirements.

(b) Any Contracting Party which permits the filing of applications in electronic form with its Office shall notify the International Bureau of the requirements under its national law relating to such filing. Any such notification shall be published by the International Bureau in the language in which it is notified and in the languages in which authentic and official languages of the Treaty are established under Article [reserved].

(3) [*Filing of Applications by Other Means*] Where a Contracting Party permits the filing of applications by telegraph, teleprinter, telefacsimile or other like means of communication resulting in the filing of a printed or written document (“by other means”) and there are requirements applicable under the Patent Cooperation Treaty in relation to international applications filed by such means, the Office shall permit the filing of applications by such means complying with those requirements.

(4) [*Copies in Electronic Form of Applications Filed on Paper*] (a) Where a Contracting Party allows the filing of a copy in electronic form of an application filed on paper, and there are requirements applicable under the Patent Cooperation Treaty in relation to the filing of such copies of international applications, the Office shall permit the filing of copies of applications in electronic form, if they comply with those requirements.

(b) Paragraph (2)(b) shall apply, *mutatis mutandis*, to copies in electronic form of applications filed on paper.

(5) [*Communication in Electronic Form or by Other Means*] Paragraphs (2) to (4) shall apply, *mutatis mutandis*, to communication of other documents and correspondence.

Rule 4

*Evidence Under Articles 5(8), 7(9), 8(3)(a), 9(8), 10(9), 11(9),
12(8) and 14(7)*

Where the Office notifies the applicant, owner or other person that evidence is required under Article 5(8), 7(9), 8(3)(a), 9(8), 10(9), 11(9), 12(8) or 14(7), the notification shall state the reason of the Office for doubting the veracity of the matter, indication or signature or other means of self-identification, as the case may be.

Rule 5

Time Limits Concerning the Application Under Article 5

(1) [*Time Limits Under Article 5(7)*] (a) The time limit referred to in Article 5(7)(a) shall be not less than 16 months from the filing date of the earlier application referred to in that Article or, where there is more than one such earlier application, from the earliest filing date of those earlier applications.

(b) The time limit referred to in Article 5(7)(d) shall be not less than two months from the date of the invitation referred to in that Article and not less than the time limit, if any, applied under subparagraph (a).

(2) [*Time Limit Under Article 5(9)*] (a) Subject to subparagraphs (b) to (d), the time limit referred to in Article 5(9) shall be not less than two months from the date of the notification referred to in that Article.

(b) Where a Contracting Party requires the furnishing of a translation of the application or an element of the application, the time limit referred to in Article 5(9) for furnishing that translation shall be not less than two months from the date on which the document which is required to be translated has been received by the Office.

(c) Where Article 4(7) applies, the time limit referred to in Article 5(9) for furnishing a description and any drawings in a language accepted by the Office shall be not less than two months from the date on which the element containing the reference referred to in that Article was received by the Office.

[Rule 5(2), continued]

(d) The time limit referred to in Article 5(9) for the correction of a priority claim shall be not less than the time limit applicable under the Patent Cooperation Treaty to an international application for the correction of a priority claim.

(3) [*Time Limit Under Article 5(10)*] (a) The time limit referred to in Article 5(10)(a) shall be:

(i) where a notification has been made under Article 5(9), the time limit applied under paragraph (2)(a) to (c);

(ii) where a notification under Article 5(9) has not been made, not less than three months from the earliest date on which one or more of the elements referred to in Article 4(1) were received by the Office.

(b) The time limit referred to in Article 5(10)(b) shall be the time limit applied under paragraph (2)(d).

Rule 6

Receipt of Communications

[(1) *[Date of Receipt]* A Contracting Party shall be free to consider any communication which is received

(i) after the Office has closed for the receipt of such communications;

(ii) on a day when the Office is not open for the receipt of such communications,

to be received on the next subsequent day on which the Office is open for the receipt of such communications.]

(2) *[Receipt on Behalf of the Office]* Each Contracting Party shall be free to determine the circumstances under 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, by an entity, other than a branch or sub-office of an Office, specified by the Contracting Party, by a postal service, or by any other delivery service specified by the Contracting Party, shall be deemed to constitute receipt of the communication by the Office concerned.

Rule 7

Details Concerning Representation and Address for Service Under Article 7

(1) [*Power of Attorney Filed on Paper or in Electronic Form or by Other Means*]

Rule 3(1) to (4) shall apply, *mutatis mutandis*, to the filing of powers of attorney on paper or in electronic form or by other means.

(2) [*Time Limits Under Article 7(11)*] (a) Subject to subparagraphs (b) and (c), the time limit to comply with the requirements and to make observations under Article 7(11) shall be not less than two months from the date of the notification under that Article.

(b) Where a notification under Article 7(11) has not been made, the time limit to comply with the requirements and to make observations under that Article shall be not less than three months from the date on which the procedure referred to in that Article was commenced.

(c) Where a Contracting Party requires the furnishing of a translation of the power of attorney, the time limit under Article 7(11) for furnishing that translation shall be not less than two months from the date on which the power of attorney which is required to be translated has been received by the Office.

Rule 8

Details Concerning the Signature Under Article 8

(1) [*Indications Accompanying Signature*] (a) A Contracting Party may require that the signature, or the seal, of the natural person who signs or whose seal is used be accompanied by:

(i) 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;

(ii) an indication of the capacity in which that person signed, where such capacity is not obvious from reading the communication.

(b) Where the requirement under subparagraph (a) is not complied with, Article 8(4) shall apply.

(2) [*Date*] A Contracting Party may require that a signature, bar-coded label 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 permits, a date earlier than the latter date.

[Rule 8, continued]

(3) [*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) may permit, 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 or of a bar-coded label;
- (iii) may, where the natural person who signs the communication is a national of the Contracting Party and such person's address is on its territory, or where the legal entity on behalf of which the communication is signed is organized under its law and has either a domicile or a real and effective industrial or commercial establishment on its territory, require that a seal be used instead of a handwritten signature.

(4) [*Communication by Telefacsimile*] (a) Where a Contracting Party permits the transmittal of communications to the Office by telefacsimile, it shall consider the communication signed if the reproduction of the signature or the reproduction of the seal, together with, where required under paragraph (1)(a), the indication in letters of the name of the natural person or legal entity whose seal is used, appears on the paper copy resulting from the telefacsimile.

(b) The Contracting Party referred to in subparagraph (a) may require that the original document on paper which was transmitted by telefacsimile be filed with the Office within a time limit which shall be not less than one month from the date of the receipt of the transmittal by telefacsimile.

(5) [*Communications in Electronic Form*] (a) Where a Contracting Party permits communications in electronic form with its Office in a particular language and there are requirements applicable under the Patent Cooperation Treaty in relation to electronic signatures in that language, that Office shall permit communications in electronic form in the said language signed in compliance with those requirements.

(b) Rule 3(2)(b) shall apply *mutatis mutandis*.

(6) [*Time Limit Under Article 8(4)*] (a) Subject to subparagraph (b), the time limit to comply with the requirements and to make observations under Article 8(4) shall be not less than two months from the date of the notification under that Article.

(b) Where a notification under Article 8(4) has not been made, the time limit to comply with the requirements and to make observations under that Article shall be not less than three months from the date on which the communication referred to in Article 8(1) was received by the Office.

Rule 9

*Details Concerning Request for Recordal of
Change in Name or Address Under Article 9*

(1) [*Request*] A Contracting Party may require that the request for recordal of a change in name or address indicate:

- (i) the name and address of the applicant or the owner prior to the change;
- (ii) where the applicant or the owner has a representative, the name and address of that representative;
- (iii) where the applicant or the owner has an address for service, such address.

(2) [*Request Filed on Paper or in Electronic Form or by Other Means*] Rule 3(1) to (4) shall apply, *mutatis mutandis*, to requests for recordal of a change in name or address.

(3) [*Time Limit Under Article 9(10)*] (a) Subject to subparagraph (b), the time limit to comply with the requirements and to make observations under Article 9(10) shall be not less than two months from the date of the notification under that Article.

(b) Where a notification under Article 9(10) has not been made, the time limit to comply with the requirements and to make observations under that Article shall be not less than three months from the date on which the request referred to in that Article was received by the Office.

Rule 10

*Details Concerning Request for Recordal of
Change in Applicant or Owner Under Article 10*

(1) [*Request*] A Contracting Party may require that the request for recordal of a change in applicant or owner indicate:

- (i) the name and address of the applicant or owner;
- (ii) the name and address of the new applicant or new owner;
- (iii) the date of the change in the person of the applicant or owner;
- (iv) 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;
- (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, that address;

(ix) the basis for the change requested.

(2) [*Request Filed on Paper or in Electronic Form or by Other Means*] Rule 3(1) to (4) shall apply, *mutatis mutandis*, to requests for recordal of a change in applicant or owner.

(3) [*Time Limit Under Article 10(11)*] (a) Subject to subparagraph (b), the time limit to comply with the requirements and to make observations under Article 10(11) shall be not less than two months from the date of the notification under that paragraph.

(b) Where a notification under Article 10(11) has not been made, the time limit to comply with the requirements and to make observations under that paragraph shall be not less than three months from the date on which the request referred to in Article 10(1)(a) was received by the Office.

Rule 11

*Details Concerning Request for Recordal of a
Licensing Agreement or Security Interest Under Article 11*

(1) [*Request*] A Contracting Party may require that the request for recordal of a licensing agreement indicate:

- (i) the name and address of the licensor;
- (ii) the name and address of the licensee;
- (iii) where the licensor has a representative, the name and address of that representative;
- (iv) where the licensor has an address for service, such address;
- (v) where the licensee has a representative, the name and address of that representative;
- (vi) where the licensee has an address for service, such address.

(2) [*Request Filed on Paper*] A Contracting Party shall permit the filing of requests for recordal of a licensing agreement on paper.

(3) [*Request Filed in Electronic Form or by Other Means*] Where a Contracting Party permits the filing of requests for recordal of a licensing agreement in electronic form in a particular language or by other means, that Office shall permit the filing of such requests in electronic form or by other means if they conform to the requirements referred to in Rule 3(2) to (4).

(4) [*Time Limit Under Article 11(11)*] (a) Subject to subparagraph (b), the time limit to comply with the requirements and to make observations under Article 11(11) shall be not less than two months from the date of the notification under that paragraph.

(b) Where a notification under Article 11(11) has not been made, the time limit to comply with the requirements and to make observations under that paragraph shall be not less than three months from the date on which the request referred to in Article 11(1)(a) was received by the Office.

(5) [*Request for Recordal of a Security Interest or Cancellation of the Recordal of a Licensing Agreement or a Security Interest*] Paragraphs (1) to (4) shall apply, *mutatis mutandis*, to requests for:

(i) recordal of a security interest in respect of an application or patent;

[Rule 11(5), continued]

(ii) cancellation of the recordal of a licensing agreement or a security interest in respect of an application or patent.

Rule 12

Details Concerning Request for Correction of a Mistake Under Article 12

(1) [*Request*] A Contracting Party may require that the request for correction of a mistake indicate:

- (i) the name and address of the requesting party;
- (ii) where the requesting party has a representative, the name and address of that representative;
- (iii) where the requesting party has an address for service, such address.

(2) [*Request Filed on Paper or in Electronic Form or by Other Means*] Rule 3(1) to (4) shall apply, *mutatis mutandis*, to requests for correction of a mistake.

(3) [*Time Limit Under Article 12(11)*] (a) Subject to subparagraph (b), the time limit to comply with the requirements and to make observations under Article 12(11) shall be not less than two months from the date of the notification referred to in that paragraph.

(b) Where a notification under Article 12(11) has not been made, the time limit to comply with the requirements and to make observations under that paragraph shall be not less than three months from the date on which the request referred to in Article 12(1)(a) was received by the Office.

Rule 13

*Details Concerning Extension of a Time Limit
Fixed by the Office Under Article 13*

(1) [*Period Under Article 13(1)*] (a) The period referred to in Article 13(1) shall be not less than two months.

(b) Where a time limit is extended under Article 13(1), the extended time limit shall be calculated from the same date as the date from which the time limit fixed by the Office referred to in that Article was calculated.

(2) [*Request Filed on Paper or in Electronic Form or by Other Means*] Rule 3(1) to (4) shall apply, *mutatis mutandis*, where the request concerns the extension of a time limit fixed by the Office.

Rule 14

*Details Concerning Further Processing or Revival of Application
Under Article 14*

(1) [*Time Limit Under Article 14(1)(a)*] The time limit for making a request, and for complying with the requirements, under Article 14(1)(a) shall be not less than two months from the date on which the applicant was notified by the Office that the application had been, or was to be, refused or considered withdrawn or abandoned following failure to comply with the time limit concerned.

(2) [*Requests Filed on Paper or in Electronic Form or by Other Means*] Rule 3(1) to (4) shall apply, *mutatis mutandis*, where the request concerns the further processing or revival of an application.

Rule 15

Details Concerning Restoration of Rights Under Article 15

(1) [*Time Limit Under Article 15(1)(i)*] The time limits for making a request, and for complying with the requirements, under Article 15(1)(i) shall be the shorter of the following:

(i) not less than two months from the date on which the requesting party was notified by the Office that the application had been refused or considered withdrawn or abandoned, or that the patent had been revoked, invalidated or considered lapsed or terminated, following failure to comply with the time limit concerned;

(ii) not less than [six] [12] months from the date of expiration of the time limit for the action in question.

(2) [*Request Filed on Paper or in Electronic Form or by Other Means*] Rule 3(1) to (4) shall apply, *mutatis mutandis*, to requests for the restoration of rights.

Rule 16

*Details Concerning Addition and
Restoration of Priority Claim Under Article 16*

(1) [*Time Limit Under Article 16(1)*] The time limit referred to in Article 16(1) shall be not less than the time limit applicable under the Patent Cooperation Treaty to an international application for the submission of a priority claim after the filing of an international application.

(2) [*Time Limit Under Article 16(3)(a)(ii)*] The time limit referred to in Article 16(3)(a)(ii) shall be two months before the expiration of the time limit prescribed in Rule 5(1).

(3) [*Request Filed on Paper or in Electronic Form or by Other Means*] Rule 3(1) to (4) shall apply, *mutatis mutandis*, to requests for the addition or restoration of a priority claim.

Rule 17

*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 such a number has not yet been issued or is not known to the person concerned or his representative, the application shall be considered identified if one of the following is supplied, at his option:

- (i) the provisional application number, if any, given by the Office;
- (ii) a copy of the request part of the application along with the date on which the application was sent to the Office;
- (iii) a reference number given to the application by the applicant or other person submitting the application or his representative and indicated in the application, along with the name and address of the applicant or other person submitting the application, 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 person concerned or his representative.

[End of document]