

AGREEMENT

between the Nordic Patent Institute
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Nordic Patent Institute
as an International Searching Authority
and International Preliminary Examining Authority
under the Patent Cooperation Treaty

(as in force from January 1, 2018)*

* Done at Geneva on October 30, 2017, with effect from January 1, 2018 (see *Official Notices (PCT Gazette)* dated January 18, 2018, page 160 *et seq.*).

This consolidated text has been prepared by the International Bureau of WIPO on the basis of the original Agreement, which exists in Danish, English, Icelandic and Norwegian.

Preamble

The Nordic Patent Institute and the International Bureau of the World Intellectual Property Organization,

Considering that the PCT Assembly, having heard the advice of the PCT Committee for Technical Cooperation, has appointed the Nordic Patent Institute as an International Searching and Preliminary Examining Authority under the Patent Cooperation Treaty and approved this Agreement in accordance with Articles 16(3) and 32(3),

Hereby agree as follows:

Article 1 Terms and Expressions

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

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

Article 2 Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching Authority and International Preliminary Examining Authority as are provided under, the Treaty, the Regulations, the Administrative Instructions and this Agreement.

(2) In carrying out international search and international preliminary examination, the Authority shall apply and observe all the common rules of international search and of international preliminary examination and, in particular, shall be guided by the PCT International Search and Preliminary Examination Guidelines.

(3) The Authority shall maintain a quality management system in compliance with the requirements set out in the PCT International Search and Preliminary Examination Guidelines.

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

Article 3 Competence of Authority

(1) The Authority shall act as International Searching Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international search, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

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

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

(4) The Authority shall conduct supplementary international searches in accordance with Rule 45*bis* to the extent decided by it, as set out in Annex B to this Agreement.

Article 4 Subject Matter Not Required to Be Searched or Examined

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

Article 5 Fees and Charges

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

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

- (i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);
- (ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6 Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate the classification of the subject matter according to the International Patent Classification. The Authority may, in addition, in accordance with Rules 43.3 and 70.5, indicate the classification of the subject matter according to any other patent classification specified in Annex E to this Agreement to the extent decided by it as set out in that Annex.

Article 7 Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language or one of the languages indicated, having regard to the language or languages indicated in Annex A and to the language or languages whose use is authorized by the Authority under Rule 92.2(b), in Annex F.

Article 8 International-Type Search

The Authority shall carry out international-type searches to the extent decided by it as set out in Annex G to this Agreement.

Article 9 Entry into Force

This Agreement shall enter into force on January 1, 2018.

Article 10 Duration and Renewability

This Agreement shall remain in force until December 31, 2027. The parties to this Agreement shall, no later than July 2026, start negotiations for its renewal.

Article 11 Amendment

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

(2) Without prejudice to paragraph (3), amendments may be made to the Annexes to this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; and, notwithstanding paragraph (4), they shall take effect on the date agreed upon by them.

(3) The Authority may, by a notification to the Director General of the World Intellectual Property Organization:

- (i) add to the indications of States and languages contained in Annex A to this Agreement;
- (ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;
- (iii) amend the schedule of fees and charges contained in Annex D to this Agreement;
- (iv) amend the indications on patent classification systems contained in Annex E to this Agreement;
- (v) amend the indications on languages of correspondence contained in Annex F to this Agreement;
- (vi) amend the indications on international-type searches contained in Annex G to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that:

- (i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and
- (ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

(1) This Agreement shall terminate before December 31, 2027:

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

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

Annex A States and Languages

Under Article 3 of the Agreement, the Authority specifies:

(i) the following States for which it will act:

so far as Article 3(1) is concerned:

Denmark, Iceland, Norway, Sweden, and any other Contracting State, in accordance with the obligations of Denmark, Iceland and Norway within the framework of the European Patent Organisation;

so far as Article 3(2) is concerned:

Denmark, Iceland, Norway, Sweden, and any other Contracting State, in accordance with the obligations of Denmark, Iceland and Norway within the framework of the European Patent Organisation.

Where a receiving Office specifies the International Authority under Articles 3(1) and (2), the International Authority shall become competent for international applications filed at that receiving Office from a date to be agreed by the receiving Office and International Authority and to be notified to the International Bureau.

(ii) the following languages which it will accept:

Danish, English, Icelandic, Norwegian, Swedish.

Annex B Supplementary International Search: Documentation Covered; Limitations and Conditions

The Authority conducts supplementary international searches as follows:

(1) The Authority will accept requests for supplementary international search based on international applications filed in, or translations furnished into, the languages mentioned in Annex F.

(2) The supplementary international search shall cover at least one of the following levels of search:

(i) in addition to the PCT minimum documentation, at least the documents in Danish, Icelandic, Norwegian and Swedish held in the search collection of the Authority;

(ii) only the documents in Danish, Icelandic, Norwegian and Swedish held in the search collection of the Authority.

(3) The Authority will conduct a maximum of 500 supplementary international searches per year.

Annex C

Subject Matter Not Excluded from Search or Examination

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

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of Danish, Icelandic or Norwegian patent law.

Annex D

Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Danish kronor)
Search fee (Rule 16.1(a))	... ¹
Additional fee (Rule 40.2(a))	... ¹
Supplementary search fees (Rule 45 <i>bis</i> .3(a)), full search	... ¹
Supplementary search fee (Rule 45 <i>bis</i> .3(a)), for searches only on the documents in Danish, Icelandic, Norwegian and Swedish held in the search collection the Authority	4,000
Review fee (Rule 45 <i>bis</i> .6(c))	8,000
Preliminary examination fee (Rule 58.1(b))	5,000
Additional fee (Rule 68.3(a))	5,000
Protest fee (Rules 40.2(e) and 68.3(e))	8,000
Cost of copies (Rules 44.3(b) and 71.2(b)), per document	50
Cost of copies (Rules 94.1 <i>ter</i> and 94.2), per page	3.25

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

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

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

(3) Where the Authority benefits from the results of an earlier international or international-type search, 50% of the amount of the search fee paid shall be refunded.

(4) Where on an earlier application, the priority of which is claimed, a search report has been issued by another Office, and where the Authority benefits from that search report, 25% of the amount of the search fee paid shall be refunded.

¹ Danish kronor equivalent of the euro amount of the search fee (Rule 16.1(a)) payable to the European Patent Office as International Searching Authority, as modified from time to time in accordance with the directives under Rule 16.1(d).

(5) In the cases provided for under Rule 58.3, the following amount of the preliminary examination fee paid shall be refunded:

- (a) refund of the full amount paid where Rule 54.4, 54*bis*.1(b) or 58*bis*.1(b) applies;
- (b) refund of the amount paid less the current amount of the transmittal fee, where Rule 60.1(c) applies.

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

(7) The Authority shall refund the supplementary search fee if, before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), the supplementary search request is considered not to have been submitted.

Annex E Classification

Under Article 6 of the Agreement, the Authority specifies the following classification systems in addition to the International Patent Classification: none.

Annex F Languages of Correspondence

Under Article 7 of the Agreement, the Authority specifies the following languages:

Danish, English, Icelandic, Norwegian and Swedish,

depending on the language in which the international application is filed or translated, however English may be used in all cases.

Annex G International-Type Search

Under Article 8 of the Agreement, the Authority specifies the following extent of international-type searches:

The Authority conducts international-type searches as follows:

International-type searches for national patent applications filed at the Danish, Icelandic, Norwegian or Swedish Patent Offices, by applicants who are nationals or residents of Denmark, Iceland, Norway or Sweden.