

## **OFFICIAL NOTICES (PCT GAZETTE)**

**11 January 2018**

**Notices and Information of a General Character**

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## FEES PAYABLE UNDER THE PCT

### IN India

The **Indian Patent Office** has notified a new amount in **Indian rupee (INR)** of the fee for copies of documents cited in the international search report (PCT Rule 44.3), or in the international preliminary examination report (PCT Rule 71.2). This amount, applicable since 1 January 2018, is INR 10.

[Updating of Annexes D(IN) and E(IN) of the *PCT Applicant's Guide*]

### SM San Marino

The **Patent and Trademark Office (San Marino)** has notified new amounts of fees, in **euro (EUR)**, payable to it as receiving Office and applicable with effect since 1 January 2018, as follows:

Transmittal fee:	EUR	100
Fee for the priority document (PCT Rule 17.1(b)):	EUR	50

[Updating of Annex C(SM) of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

**18 January 2018**

**Notices and Information of a General Character**

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**MEETINGS OF THE INTERNATIONAL PATENT COOPERATION UNION –  
ASSEMBLY (FORTY-NINTH (21<sup>ST</sup> ORDINARY) SESSION)**

**NOTE PREPARED BY THE INTERNATIONAL BUREAU**

The Assembly of the PCT Union approved at its forty-ninth (21<sup>st</sup> ordinary) session, held in Geneva from 2 to 11 October 2017, in accordance with PCT Articles 16(3)(b) and 32(3), the texts of the Agreements between the International Bureau of WIPO and 22 national Offices or intergovernmental organizations, whose appointments were extended as International Searching and Preliminary Examining Authorities under the PCT, i.e., the Offices of the following States and the following intergovernmental organizations:

AT	Austria
AU	Australia
BR	Brazil
CA	Canada
CL	Chile
CN	People's Republic of China
EG	Egypt
EP	European Patent Organisation
ES	Spain
FI	Finland
IL	Israel
IN	India
JP	Japan
KR	Republic of Korea
RU	Russian Federation
SE	Sweden
SG	Singapore
TR	Turkey
UA	Ukraine
US	United States of America
XN	Nordic Patent Institute
XV	Visegrad Patent Institute

The Agreements entered into force on 1 January 2018 except those relating to the Offices of Australia and Canada.

The Governments of Australia and Canada were not able to complete the necessary domestic legal and constitutional procedures to ratify the new Agreements in relation to the functioning of their respective Offices as an International Searching and Preliminary Examining Authority as from 1 January 2018.

Consequently, the Assembly of the PCT Union also approved an Amendment to the Agreement relating to the functioning of the Australian Patent Office as an International Searching Authority and International Preliminary Examining Authority under the PCT, in force since 1 January 2009 and most recently amended with effect from 1 July 2012 (see Official Notices (PCT Gazette) dated 29 January 2009, pages 14 to 19, 24 June 2010, page 112, July 22, 2010, page 128, and 7 June 2012, page 86), to extend the Agreement until 31 December 2018, or until the new Agreement relating to the functioning of the Australian Patent Office enters into force, whichever is sooner.

The Assembly of the PCT Union also approved an Amendment to the Agreement relating to the functioning of the Canadian Commissioner of Patents as an International Searching Authority and International Preliminary Examining Authority under the PCT, in force since 1 January 2008 and most recently amended with effect from 1 July 2010 (see Official Notices (PCT Gazette) dated 13 December 2007, pages 201 to 206, and 22 July 2010, page 129), to extend the Agreement until 31 December 2018, or until the new Agreement relating to the functioning of the Canadian Commissioner of Patents enters into force, whichever is sooner.

The texts of the Agreements, including any amendments to the Annexes made since they were approved by the Assembly of the PCT Union, along with the Amendments to the Agreements in relation to the functioning of the Australian Patent Office and the Canadian Commissioner for Patents, are reproduced on the following pages in the alphabetical order of the two-letter codes relating to the States of the Offices or the intergovernmental organizations concerned.

## **AGREEMENT**

between the Federal Minister of Transport, Innovation and Technology  
of the Republic of Austria  
and the International Bureau of the World Intellectual Property Organization

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

### **Preamble**

The Federal Minister of Transport, Innovation and Technology of the Republic of Austria 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 Austrian Patent Office 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 Austrian Patent Office;
  - (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 Federal Minister of Transport, Innovation and Technology of the Republic of Austria gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
  - (ii) if the Director General of the World Intellectual Property Organization gives the Federal Minister of Transport, Innovation and Technology of the Republic of Austria written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English and German languages, each text being equally authentic.

For the Federal Minister of Transport, Innovation and Technology of the Republic of Austria by:                      For the International Bureau of the World Intellectual Property Organization by:

## **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:  
the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations, in accordance with the obligations of the Republic of Austria undertaken within the framework of the European Patent Organisation;
  - so far as Article 3(2) is concerned:  
the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations, in accordance with its obligations of the Republic of Austria undertaken 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:  
English, French, German.

**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, English, French or German.

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

- (i) the documents held in the search collection of the Authority including, but not limited to, the PCT minimum documentation under Rule 34;
- (ii) European and North American documentation;
- (iii) German-language documentation.

(3) The Authority shall notify the International Bureau if a demand for supplementary international search exceeds available resources and also when normal conditions have been reestablished.

**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 Austrian patent law.

## Annex D Fees and Charges

### Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Euro)
Search fee (Rule 16.1(a))	1,875 <sup>1</sup>
Additional fee (Rule 40.2(a))	1,875 <sup>1</sup>
Supplementary search fees (Rule 45 <i>bis</i> .3(a))	1,700
– of only European and North American documentation	1,190
– of only German-language documentation	850
Preliminary examination fee (Rule 58.1(b))	1,749 <sup>1</sup>
Additional fee (Rule 68.3(a))	1,749 <sup>1</sup>
Protest fee (Rules 40.2(e) and 68.3(e))	229
Cost of copies (Rules 44.3(b), 45 <i>bis</i> .7(c), 71.2(b), 94.1 <i>ter</i> and 94.2), per page	0.95

### 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 search fee has not been reduced and where the Authority benefits from the results of an earlier search, the search fee shall be refunded as follows, depending on the extent to which the Authority benefits from that earlier search:

- where the earlier search was carried out by the Authority: refund of 75%;
- where the earlier search was carried out by another International Searching Authority: refund of 50%;
- where the earlier search was carried out by another Patent Office: refund of 25%.

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

(5) 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.

(6) 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 under Rule 45*bis*.5(g).

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<sup>1</sup> This fee is reduced by 75% where the applicant, or, if there are two or more applicants, each applicant is a natural person and is a national of and resides in a State for which the Austrian Patent Office is an International Searching Authority.

**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:

English, French and German, noting that the language of correspondence shall be the language in which the international application is filed or translated, as the case may be.

**Annex G  
International-Type Search**

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

The Authority does not conduct international-type searches.

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## **AMENDMENT TO THE AGREEMENT**

between the Government of Australia  
and the International Bureau of the World Intellectual Property Organization

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

### **Preamble**

The Government of Australia and the International Bureau of the World Intellectual Property Organization (WIPO),

*Considering* that the Agreement between the Government of Australia and the International Bureau of WIPO in relation to the functioning of the Australian Patent Office as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty (PCT) of December 16, 2008 (the Agreement), made under PCT Articles 16(3)(b) and 32(3), was concluded for a period of nine years from January 1, 2009 to December 31, 2017,

*Considering* that the said Agreement has been amended several times in 2010 and 2012, these amendments having been published in the PCT Gazette on June 24, 2010, July 22, 2010 and June 7, 2012,

*Considering* that the Government of Australia and the International Bureau of WIPO have already started negotiations for a new Agreement as provided under Article 10 therein,

*Recognising* that the Government of Australia will not be able to complete the necessary domestic procedures to ratify a new Agreement in relation to the functioning of the Australian Patent Office as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty, prior to the expiration of the Agreement on December 31, 2017;

*Hereby agree as follows:*

### **Article 1 Extension of the Agreement**

(1) The Agreement between the Government of Australia and the International Bureau of WIPO signed on December 16, 2008, including its amendments and Annexes, is hereby extended until December 31, 2018 or until the day before the entry into force of a new Agreement on the same subject matter in accordance with PCT Articles 16(3)(b) and 32(3) and with the domestic legal and constitutional procedures of Australia, whichever is sooner.

(2) Consequently, references made to “December 31, 2017” under Articles 10 and 12 of the Agreement are amended to “December 31, 2018”, accordingly.

**Article 2**  
**Approval and entry into force**

(1) In accordance with Article 11(1) of the Agreement, this amendment shall be subject to the approval of the Assembly of the International Patent Cooperation Union.

(2) Subject to paragraph 1 of this Article, this amendment shall take effect on December 31, 2017.

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English language.

For the Government of Australia by:

For the International Bureau of the World  
Intellectual Property Organization by:

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## **AGREEMENT**

between the Government of Australia  
and the International Bureau of the World Intellectual Property Organization

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

### **Preamble**

The Government of Australia 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 Australian Patent Office 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 Australian Patent Office;
  - (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 *[date]*.

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

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English language.

For the Government of Australia by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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:  
Australia, Brunei Darussalam, New Zealand, Republic of Korea, Singapore, United Arab Emirates, United States of America, and  
by arrangement, the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations;
    - so far as Article 3(2) is concerned:  
Australia, Brunei Darussalam, New Zealand, Republic of Korea, Singapore, United Arab Emirates, United States of America, and  
by arrangement, the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations.
- For the United States of America, the Authority will act under Article 3(1) provided that the Authority has not received more than 250 international applications from the United States Patent and Trademark Office during the relevant fiscal quarter. Where the Authority has prepared the international search report, the Authority will also act under Article 3(2) if these conditions are met. For further information, see [http://www.uspto.gov/patents/law/notices/ipau-isa-ipea\\_20141205.pdf](http://www.uspto.gov/patents/law/notices/ipau-isa-ipea_20141205.pdf).

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 language which it will accept:  
English.

### **Annex B**

#### **Supplementary International Search: Documentation Covered; Limitations and Conditions**

The Authority does not conduct supplementary international searches.

### **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 Australian patent law.

### **Annex D**

#### **Fees and Charges**

##### **Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (Australian dollars)</b>
Search fee (Rule 16.1(a))	2,200
Additional fee (Rule 40.2(a))	2,200
Preliminary examination fee (Rule 58.1(b))	
– where the international search report was issued by the Authority	590
– in other cases	820
Additional fee (Rule 68.3(a))	590
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 document	50

##### **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 determines that there is sufficient benefit from the results of an earlier search, up to 50% of the amount of the search fee paid shall be refunded, depending on the extent to which the Authority benefits from that earlier search.

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

(5) 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.

### **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 language:  
English.

### **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 on the claims of a provisional application or a search statement of a provisional application provided by the applicant.

## **AGREEMENT**

between the Brazilian National Institute of Industrial Property  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Brazilian National Institute  
of Industrial Property  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Brazilian National Institute of Industrial Property 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 Brazilian National Institute of Industrial Property 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 Brazilian National Institute of Industrial Property;
  - (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 Brazilian National Institute of Industrial Property 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 Brazilian National Institute of Industrial Property written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at [city], this [date], in two originals in the English and Portuguese languages, each text being equally authentic.

For the Brazilian National Institute of Industrial Property by:      For the International Bureau of the World Intellectual Property Organization by:

## **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:  
any Contracting State;
  - so far as Article 3(2) is concerned:  
any Contracting State.

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:
  - (a) for international applications filed with the Brazilian National Institute of Industrial Property as receiving Office: English, Portuguese and Spanish;
  - (b) for international applications filed with receiving Offices established in the Latin America and Caribbean region: Portuguese and Spanish;

- (c) for international applications filed with any other receiving Office: English and Portuguese.

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

The Authority does not conduct supplementary international searches.

**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 Brazilian patent law.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

Kind of fee or charge <sup>1</sup>	Amount (Brazilian reals)
Search fee (Rule 16.1(a))	1,685 (online); 2,525 (on paper)
Additional fee (Rule 40.2(a))	1,360 (online); 2,040 (on paper)
Preliminary examination fee (Rule 58.1(b))	630 (online); 945 (on paper)
Additional fee (Rule 68.3(a))	365 (online); 545 (on paper)
Late payment fee for preliminary examination	amount as set out in Rule 58 <i>bis</i> .2
Protest fee (Rules 40.2(e) and 68.3(e))	1,220 (online); 1,830 (on paper)
Late furnishing fee for sequence listings (Rule 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	180 (online); 270 (on paper)
Cost of copies (Rules 44.3(b), 71.2(b), 94.1 <i>ter</i> and 94.2), per page	1.5 (online); 2 (on paper)

**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 search, 25% of the amount of the search fee paid shall be refunded, depending on the extent to which the Authority benefits from that earlier search.

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<sup>1</sup> These fees are reduced by 60% under certain conditions (see Official Resolution of INPI-BR of March 10, 2014 No.129/14).

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

(5) 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.

### **Annex E Classification**

Under Article 6 of the Agreement, the Authority specifies the following classification system in addition to the International Patent Classification: Cooperative Patent Classification (CPC).

### **Annex F Languages of Correspondence**

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

English, Portuguese or Spanish, depending on the language in which the international application is filed or translated.

### **Annex G International-Type Search**

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

The Authority does not conduct international-type searches.

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## **AMENDMENT TO THE AGREEMENT**

between the Canadian Commissioner of Patents  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Canadian Commissioner of Patents  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Canadian Commissioner of Patents and the International Bureau of the World Intellectual Property Organization,

*Considering* that the Agreement between the Canadian Commissioner of Patents and the International Bureau of WIPO in relation to the functioning of the Canadian Commissioner of Patents as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty (PCT) of December 13, 2007 (the Agreement), made under PCT Articles 16(3)(b) and 32(3), was concluded for a period of 10 years from January 1, 2008 to December 31, 2017,

*Considering* that the said Agreement has been amended in 2010, these amendments having been published in the PCT Gazette on July 22, 2010,

*Considering* that the Canadian Commissioner of Patents and the International Bureau of WIPO have already started negotiations for a new Agreement as provided under Article 10 therein,

*Recognizing* that the Canadian Commissioner of Patents will not be able to complete the necessary domestic procedures to ratify a new Agreement in relation to the functioning of the Canadian Commissioner of Patents as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty, prior to the expiration of the Agreement on December 31, 2017;

*Hereby agree as follows:*

### **Article 1 Extension of the Agreement**

(1) The Agreement between the Canadian Commissioner of Patents and the International Bureau of WIPO signed on December 13, 2007, including its amendments and Annexes, is hereby extended until December 31, 2018 or until the day before the entry into force of a new Agreement on the same subject matter in accordance with PCT Articles 16(3)(b) and 32(3) and with the domestic legal and constitutional procedures of Canada, whichever is sooner.

(2) Consequently, references made to “December 31, 2017” under Articles 10 and 12 of the Agreement are amended to “December 31, 2018”, accordingly.

**Article 2**  
**Approval and entry into force**

(1) In accordance with Article 11(1) of the Agreement, this amendment shall be subject to the approval of the Assembly of the International Patent Cooperation Union.

(2) Subject to paragraph 1 of this Article, this amendment shall take effect on December 31, 2017.

*In witness whereof* the parties hereto have executed this Agreement.

*Done at [city], this [date], in two originals in the English and French languages, each text being equally authentic.*

For the Canadian Commissioner of Patents  
by:

For the International Bureau of the World  
Intellectual Property Organization by:

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## **AGREEMENT**

between the Canadian Commissioner of Patents  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Canadian Commissioner of Patents  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Canadian Commissioner of Patents 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 Canadian Commissioner of Patents 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 Canadian Commissioner of Patents;
  - (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 *[date]*.

## **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 Canadian Commissioner of Patents 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 Canadian Commissioner of Patents written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at [city], this [date], in two originals in the English and French languages, each text being equally authentic.

The Canadian Commissioner of Patents:                      For the International Bureau of the World  
Intellectual Property Organization by:

## **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:  
Canada, and the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations;
  - so far as Article 3(2) is concerned:  
where the Authority has prepared the international search report, Canada, and the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations.

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:  
English, French.

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

The Authority does not conduct supplementary international searches.

**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 Canadian patent law.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (Canadian dollars)</b>
Search fee (Rule 16.1(a))	1,600
Additional fee (Rule 40.2(a))	1,600
Preliminary examination fee (Rule 58.1(b))	800
Additional fee (Rule 68.3(a))	800
Cost of copies (Rules 44.3(b), 71.2(b), 94.1 <i>ter</i> and 94.2) in electronic form	
(a) for the first 7 megabytes, plus	10 <sup>1</sup>
(b) for each additional 10 megabytes or part thereof exceeding the first 7 megabytes	10 <sup>1</sup>
Cost of copies (Rules 44.3(b), 71.2(b) 94.1 <i>ter</i> and 94.2), per page (paper)	1 <sup>1</sup>

**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 search 25% of the amount of the search fee paid shall be refunded, depending on the extent to which an Authority benefits from that earlier search.

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<sup>1</sup> With respect to Rules 44.3(b) and 71.2(b), in its capacity as an International Searching Authority, the Authority provides applicants with a first copy of all non-patent literature documents cited in the international search report, free of charge. A first copy of each non-patent literature document cited is made available to designated or elected Offices upon request, free of charge. In its capacity as an International Preliminary Examining Authority, the Authority makes a first copy of all additional non-patent literature documents cited in the international preliminary examination report but not cited in the international search report available to applicants and elected Offices upon request, free of charge.

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

(5) 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.

### **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:  
English, French.

### **Annex G International-Type Search**

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

The Authority does not conduct international-type searches.

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## **AGREEMENT**

between the National Institute of Industrial Property of Chile  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the National Institute of  
Industrial Property of Chile  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The National Institute of Industrial Property of Chile 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 National Institute of Industrial Property of Chile 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 National Institute of Industrial Property of Chile;
  - (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 National Institute of Industrial Property of Chile 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 National Institute of Industrial Property of Chile written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English and Spanish languages, each text being equally authentic.

For the National Institute of Industrial  
Property of Chile by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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:  
any Contracting State of the Latin American and Caribbean region;
  - so far as Article 3(2) is concerned:  
where the Authority has prepared the international search report, any Contracting State of the Latin American and Caribbean region.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:  
English, Spanish.

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

The Authority does not conduct supplementary international searches.

**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 Chilean patent law.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (United States dollars)</b>
Search fee (Rule 16.1(a)):	
– general fee	2,000
– reduced fee for natural persons and legal entities (where the international application is filed by an applicant, whether a natural person or a legal entity, who is a national of and a resident in any of the States which benefit, in accordance with the Schedule of Fees under the PCT Regulations, from the 90% reduction of the international filing fee, provided that, if there are several applicants, each must satisfy this criterion)	400
– reduced fee for universities (where the international application is filed by an applicant who is (a) a Chilean university, or (b) a foreign university headquartered in any of the States which benefit, in accordance with the Schedule of Fees under the PCT Regulations, from the 90% reduction of the international filing fee)	300
Additional fee (Rule 40.2(a)):	
– general fee	2,000
– reduced fee for natural persons and legal entities (see search fee, above)	400
– reduced fee for universities (see search fee, above)	300

Preliminary examination fee (Rule 58.1(b)):	
– general fee	1,500
– reduced fee for natural persons and legal entities (see search fee, above)	400
– reduced fee for universities (see search fee, above)	300
Late payment fee for preliminary examination	[amount as set out in Rule 58 <i>bis</i> .2]
Additional fee (Rule 68.3(a)):	
– general fee	1,500
– reduced fee for natural persons and legal entities (see search fee, above)	400
– reduced fee for universities (see search fee, above)	300
Protest fee (Rules 40.2(e) and 68.3(e))	350
Cost of copies (Rules 44.3(b) and 71.2(b)), per document	10
Cost of copies (Rules 94.1 <i>ter</i> and 94.2), per document	10

## 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 search already made by the Authority on an application whose priority is claimed for the international application, 25% of the amount of the search fee paid shall be refunded.

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

(5) 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.

## Annex E Classification

Under Article 6 of the Agreement, the Authority specifies the following classification system in addition to the International Patent Classification: Cooperative Patent Classification (CPC).

**Annex F**  
**Languages of Correspondence**

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

**Annex G**  
**International-Type Search**

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

The Authority does not conduct international-type searches.

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## **AGREEMENT**

between the State Intellectual Property Office of  
the People's Republic of China  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the State Intellectual Property Office of  
the People's Republic of China  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The State Intellectual Property Office of the People's Republic of China 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 State Intellectual Property Office of the People's Republic of China 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 State Intellectual Property Office of the People's Republic of China;
  - (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 State Intellectual Property Office of the People's Republic of China 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 State Intellectual Property Office of the People's Republic of China written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English and Chinese languages each text being equally authentic.

For the State Intellectual Property Office of  
the People's Republic of China by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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:  
China, Angola, Ghana, India, Iran (Islamic Republic of), Kenya, Liberia,  
Thailand, Zimbabwe  
and any State that the Authority will specify;
  - so far as Article 3(2) is concerned:  
where the Authority has prepared the international search report,  
China, Angola, Ghana, India, Iran (Islamic Republic of), Kenya, Liberia,  
Thailand, Zimbabwe  
and any State that the Authority will specify.

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:  
Chinese, English.

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

The Authority does not conduct supplementary international searches.

**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 Chinese patent law.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

Kind of fee or charge	Amount (Yuan renminbi)
Search fee (Rule 16.1(a))	2,100
Additional fee (Rule 40.2(a))	2,100
Preliminary examination fee (Rule 58.1(b))	1,500
Additional fee (Rule 68.3(a))	1,500
Protest fee (Rules 40.2(e) and 68.3(e))	200
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	200
Cost of copies (Rules 44.3(b), 71.2(b), 94.1 <i>ter</i> and 94.2), per page	2

**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 search, 75% of the amount of the search fee paid shall be refunded, depending on the extent to which an Authority benefits from that earlier search.

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

(5) 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.

### **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:

Chinese and English, noting that the language of correspondence shall be the language in which the international application is filed or translated, as the case may be.

### **Annex G International-Type Search**

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

The Authority does not conduct international-type searches.

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## **AGREEMENT**

between the Egyptian Academy of Scientific Research and Technology  
and the International Bureau of the World Intellectual Property Organization

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

### **Preamble**

The Egyptian Academy of Scientific Research and Technology 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 Egyptian Patent Office 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 Egyptian Patent Office;
  - (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 Egyptian Academy of Scientific Research and Technology 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 Egyptian Academy of Scientific Research and Technology written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at [city], this [date], in two originals in the English and Arabic languages, each text being equally authentic.

For the Egyptian Academy of Scientific Research and Technology by:

For the International Bureau of the World Intellectual Property Organization by:

## **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:
    - any African, Asian or Arab Contracting State;
  - so far as Article 3(2) is concerned:
    - any African, Asian and Arab Contracting State.

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:
  - (a) Arabic or English for international applications filed with the receiving Office of, or acting for, any member of the League of Arab States;
  - (b) English for international applications filed with any other receiving Office.

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

The Authority does not conduct supplementary international searches.

**Annex C**  
**Subject Matter 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.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

Kind of fee or charge	Amount (Egyptian pounds)
Search fee (Rule 16.1(a))	4,000 <sup>1</sup>
Additional fee (Rule 40.2(a)):	4,000 <sup>1</sup>
Preliminary examination fee (Rule 58.1(b))	3,000
Late payment fee for preliminary examination	[amount as set out in Rule 58bis.2]
Additional fee (Rule 68.3(a))	3,000
Protest fee (Rules 40.2(e) and 68.3(e))	1,600
Late furnishing fee for sequence listings (Rules 13ter.1(c) and 13ter.2)	200
Cost of copies (Rules 44.3(b) and 71.2(b)) <sup>2</sup>	50
Cost of copies (Rules 94.1ter and 94.2):	
– for the first 30 pages	200
– for each additional page	3

**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 search taken into account under Rule 4.12, 50% of the amount of the search fee paid shall be refunded on request of the applicant.

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<sup>1</sup> This fee is reduced by 25% where the applicant or, if there are two or more applicants, each applicant is a natural person or a legal entity and is a national of and resides in Egypt or a State which is classified by the World Bank in the group of countries of “low income”, “lower middle income” or “upper middle income”.

<sup>2</sup> The applicant receives, together with the international search report, the opinion of the international Preliminary Examining Authority or the international preliminary examination report, a copy of each document cited therein, free of charge.

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

(5) 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.

### **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:

Arabic or English, depending on the language in which the international application is filed or translated.

### **Annex G International-Type Search**

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

The Authority does not conduct international-type searches.

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## **AGREEMENT**

between the European Patent Organisation  
and the International Bureau of the World Intellectual Property Organization

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

### **Preamble**

The European Patent Organisation 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 European Patent Office 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 European Patent Office;
  - (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 European Patent Organisation gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
  - (ii) if the Director General of the World Intellectual Property Organization gives the European Patent Organisation written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English, French and German languages, each text being equally authentic.

For the European Patent Organisation by:                      For the International Bureau of the World  
Intellectual Property Organization by:

## **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:  
any Contracting State;
  - so far as Article 3(2) is concerned:  
any Contracting State, under the condition that the Authority or another International Searching Authority located in and operating for any State party to the European Patent Convention has prepared the international search report.

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:  
English, French, German, and, where the receiving Office is the industrial property Office of Belgium or the Netherlands, Dutch.

**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, English, French or German.

(2) The supplementary international search shall cover the documents held in the search collection of the Authority, including, but not limited to, the PCT minimum documentation under Rule 34.

(3) Where applicable, the Authority shall start the supplementary international search in accordance with Rule 45*bis*.5(a) only if a copy of a sequence listing in electronic form complying with the standard provided for in the Administrative Instructions is furnished under Rule 45*bis*.1(c)(ii) and thereafter transmitted to it under Rule 45*bis*.4(e)(iii).

**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.

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of the European Patent Convention.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

Kind of fee or charge	Amount (Euro)
Search fee (Rule 16.1(a))	1,875 <sup>1</sup>
Additional fee (Rule 40.2(a))	1,875 <sup>1</sup>
Supplementary search fees (Rule 45 <i>bis</i> .3(a))	1,875
Preliminary examination fee (Rule 58.1(b))	1,930 <sup>1</sup>
Additional fee (Rule 68.3(a))	1,930 <sup>1</sup>
Protest fee (Rules 40.2(e) and 68.3(e))	875
Review fee (Rule 45 <i>bis</i> .6(c))	875
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	230

**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.

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<sup>1</sup> This fee is reduced by 75% under certain conditions (see decision of the EPO's Administrative Council of October 21, 2008 (OJ EPO 11/08, 521)). See Part II, paragraph (4), for further details.

(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 search already made by the Authority on an application whose priority is claimed for the international application and depending on the extent to which an Authority benefits from that earlier search, the search fee paid shall be refunded to the extent provided for in a communication from the Authority to the International Bureau and published in the Gazette.

(4) Where the applicant or, if there are two or more applicants, each applicant is a natural person who is a national and resident of a State not party to the European Patent Convention, which on the date of filing of the application or the demand is classified as a low-income or lower-middle-income economy by the World Bank, the amount of the search fee, the preliminary examination fee and any additional fee to be paid shall be reduced by 75%. Where the Authority is informed of a change under Rule 92*bis* before the start of the international search or, if a demand for international preliminary examination is filed, before the start of international preliminary examination, and the change would modify the applicability of the fee reduction, the Authority may request the applicant to pay the full amount of the search fee or preliminary examination fee before the Authority starts the search or preliminary examination, respectively, and the Authority will request the full amount of any additional fees that the applicant may be invited to pay.

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

(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 under Rule 45*bis*.5(g).

(8) The Authority shall refund the supplementary search fee if, after receipt of the documents specified in Rule 45*bis*.4(e)(i) to (iv), but before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), it is notified of the withdrawal of the international application or the supplementary search request.

### **Annex E Classification**

Under Article 6 of the Agreement, the Authority specifies the following classification system in addition to the International Patent Classification: the Cooperative Patent Classification (CPC).

### **Annex F Languages of Correspondence**

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

English, French or German, depending on the language in which the international application is filed or translated.

## **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:

An international-type search report (without a written opinion) is drawn up by the Authority on behalf of certain national Offices (e.g. Switzerland, Denmark and Norway) on the basis of the national law of the State for which the Office operates. The amount of the fee to be paid for an international-type search is laid down by the President of the European Patent Office in a decision under Article 3(1) of the Rules relating to Fees published in the Official Journal of the EPO.

An international-type search report accompanied by a written opinion is drawn up by the Authority on behalf of certain national Offices (e.g. Netherlands and Belgium) on the basis of a bilateral working agreement. The amount of the fee to be paid for an international-type search accompanied by a written opinion is set by the national Offices concerned.

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## **AGREEMENT**

between the Spanish Patent and Trademark Office  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Spanish Patent and Trademark Office  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Spanish Patent and Trademark Office 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 Spanish Patent and Trademark Office 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 Spanish Patent and Trademark Office;
  - (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 Spanish Patent and Trademark Office 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 Spanish Patent and Trademark Office written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English and Spanish languages, each text being equally authentic.

For the Spanish Patent and Trademark Office by:

For the International Bureau of the World Intellectual Property Organization by:

## **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:
    - any Contracting State in accordance with the obligations of Spain within the framework of the European Patent Organisation;
  - so far as Article 3(2) is concerned:
    - any Contracting State in accordance with the obligations of Spain 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:
  - Spanish, English.

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

The Authority does not conduct supplementary international searches.

**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 Spanish patent law, No. 24/2015 of 24 July 2015.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

Kind of fee or charge	Amount (Euro)
Search fee (Rule 16.1(a))	1,875 <sup>1</sup>
Additional fee (Rule 40.2(a))	1,875 <sup>1</sup>
Preliminary examination fee (Rule 58.1(b))	583.65 <sup>1</sup>
Additional fee (Rule 68.3(a))	583.65 <sup>1</sup>
Cost of copies (Rules 44.3(b) and 71.2(b)), per document:	4.69
Cost of copies (Rules 94.1 <i>ter</i> and 94.2), per page	0.23

**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 search already made by the Authority on an application whose priority is claimed for the international application, 100 or 50 % of the amount of the search fee paid shall be refunded on request of the applicant, depending on the extent to which an Authority benefits from that earlier search.

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

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<sup>1</sup> This fee is reduced by 75% where the applicant or, if there are two or more applicants, each applicant is a natural person or a legal entity and is a national of and resides in a State not party to the European Patent Convention and which is classified by the World Bank in the group of countries of "low income", "lower middle income" or "upper middle income".

(5) 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.

### **Annex E Classification**

Under Article 6 of the Agreement, the Authority specifies the following classification system(s) in addition to the International Patent Classification: Cooperative Patent Classification (CPC).

### **Annex F Languages of Correspondence**

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

### **Annex G International-Type Search**

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

The Authority does not conduct international-type searches.

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## **AGREEMENT**

between the Finnish Patent and Registration Office  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Finnish Patent and Registration Office  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Finnish Patent and Registration Office 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 Finnish Patent and Registration Office 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 Finnish Patent and Registration Office;
  - (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 Finnish Patent and Registration Office 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 Finnish Patent and Registration Office written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English language.

For the Finnish Patent and Registration  
Office by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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:  
any Contracting State in accordance with the obligations of Finland within the framework of the European Patent Organisation;
  - so far as Article 3(2) is concerned:  
any Contracting State in accordance with the obligations of Finland 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:  
Finnish, Swedish, English.

**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, English, Finnish or Swedish.

(2) The supplementary international search shall cover, in addition to the PCT minimum documentation under Rule 34, at least the documents in Finnish, Swedish, Norwegian or Danish held in the search collection of the Authority.

(3) The Authority will notify the International Bureau if the demand for supplementary international search clearly exceeds the resources available and also when normal conditions have been re-established.

**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 Finnish patent law.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (Euro)</b>
Search fee (Rule 16.1(a))	1,875
Additional fee (Rule 40.2(a))	1,875
Supplementary search fees (Rule 45 <i>bis</i> .3(a))	1,875
Preliminary examination fee (Rule 58.1(b))	600
Additional fee (Rule 68.3(a))	600
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	200
Cost of copies (Rules 44.3(b), 45 <i>bis</i> .7(c) and 71.2(b))	20 <sup>1</sup>
Cost of copies (Rule 94.2), per page	0.60

**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.

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<sup>1</sup> The applicant receives, together with the international search report, the supplementary international search report, the written opinion of the International Preliminary Examining Authority or the international preliminary examination report, a copy of each document cited therein, free of charge.

(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 national search, international search, supplementary international search or international-type search already carried out by the Authority, a Nordic patent authority or the European Patent Office on an application whose priority is claimed for the international application, 300 euro of the search fee paid shall be refunded.

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

(5) 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.

(6) 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.

(7) The Authority shall refund the supplementary search fee if, after receipt of the documents specified in Rule 45*bis*.4(e)(i) to (iv), but before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), it is notified of the withdrawal of the international application or the supplementary search request.

### **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:

Finnish, Swedish or English

depending on the language in which the international application is filed or translated.

### **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 on national applications filed at the Authority.

## **AGREEMENT**

between the Government of Israel  
and the International Bureau of the World Intellectual Property Organization

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

### **Preamble**

The Government of Israel 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 Israel Patent Office 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 Israel Patent Office;
  - (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 Government of Israel gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
  - (ii) if the Director General of the World Intellectual Property Organization gives the Government of Israel written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at [city], this [date], in two originals in the English and Hebrew languages, each text being equally authentic.

For the Government of Israel by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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:

Israel, United States of America, Georgia;

so far as Article 3(2) is concerned:

Israel, United States of America, Georgia.

For the United States of America, the Authority will act under Article 3(1) provided that the Authority has not received more than 100 international applications from the United States Patent and Trademark Office during the relevant fiscal quarter. Where the Authority has prepared the international search report, the Authority will also act under Article 3(2) if these conditions are met. For further information, see <http://www.uspto.gov/sites/default/files/documents/mod-ilpo-isa-ipea.pdf>.

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 language which it will accept:  
English.

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

The Authority does not conduct supplementary international searches.

**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 Israeli patent law.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

Kind of fee or charge	Amount (Israel new shekel)
Search fee (Rule 16.1(a))	3,518
Additional fee (Rule 40.2(a))	3,518
Preliminary examination fee (Rule 58.1(b))	1,508
Late payment fee for preliminary examination	amount as set out in Rule 58 <i>bis</i> .2
Additional fee (Rule 68.3(a))	1,508
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	452
Cost of copies (Rules 44.3(b), 71.2(b), 94.1 <i>ter</i> and 94.2), per document	43

**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 search 50% of the amount of the search fee paid shall be refunded, depending on the extent to which an Authority benefits from that earlier search.

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

(5) 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.

### **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 language:  
English.

### **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 for national applications.

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## **AGREEMENT**

between the Indian Patent Office  
and the International Bureau of the World Intellectual Property Organization

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

### **Preamble**

The Indian Patent Office 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 Indian Patent Office 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 Indian Patent Office;
  - (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 Indian Patent Office 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 Indian Patent Office written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English language.

For the Indian Patent Office by:

For the International Bureau of the World  
Intellectual Property Organization by:

### **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:

India, Iran (Islamic Republic of);

so far as Article 3(2) is concerned:

India, Iran (Islamic Republic of).

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 language which it will accept:  
English.

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

The Authority does not conduct supplementary international searches.

**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 Indian patent law.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

Kind of fee or charge	Amount (Indian rupees)	
Search fee (Rule 16.1(a))	10,000	(2,500) <sup>1</sup>
Additional fee (Rule 40.2(a))	10,000	(2,500) <sup>1</sup>
Preliminary examination fee (Rule 58.1(b)):		
– where the international search report was issued by the Authority	10,000	(2,500) <sup>1</sup>
– in other cases	12,000	(3,000) <sup>1</sup>
Late payment fee for preliminary examination	amount as set out in Rule 58bis.2	
Additional fee (Rule 68.3(a)):		
– where the international search report was issued by the Authority	10,000	(2,500) <sup>1</sup>
– in other cases	12,000	(3,000) <sup>1</sup>
Protest fee (Rules 40.2(e) and 68.3(e))	4,000	(1,000) <sup>1</sup>
Late furnishing fee for sequence listings (Rules 13ter.1(c) and 13ter.2)	4,000	(1,000) <sup>1</sup>
Cost of copies (Rules 44.3(b), 71.2(b) 94.1ter and 94.2), per page		10

**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 search already made by the Authority on an application whose priority is claimed for the international application, 25% to 50% of the amount of the search fee paid shall be refunded, depending on the extent to which an Authority benefits from that earlier search.

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

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<sup>1</sup> The amounts in parentheses are applicable in case of filing by an individual.

(5) 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 refunded, less a processing fee equivalent to the amount of the transmittal fee, as set by the Indian Patent Office, in its capacity as a receiving Office under the PCT.

### **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 language:  
English.

### **Annex G International-Type Search**

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

The Authority does not conduct international-type searches.

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## **AGREEMENT**

between the Japan Patent Office  
and the International Bureau of the World Intellectual Property Organization

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

### **Preamble**

The Japan Patent Office 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 Japan Patent Office 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 Japan Patent Office;
  - (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 Japan Patent Office 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 Japan Patent Office written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English and Japanese languages, each text being equally authentic.

For the Japan Patent Office by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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:  
Japan, Brunei Darussalam, Cambodia, Indonesia, Lao People's Democratic Republic, Malaysia, Philippines, Republic of Korea, Singapore, Thailand, United States of America and Viet Nam;
  - so far as Article 3(2) is concerned:  
where the Authority has prepared the international search report,  
Japan, Brunei Darussalam, Cambodia, Indonesia, Lao People's Democratic Republic, Malaysia, Philippines, Republic of Korea, Singapore, Thailand, United States of America and Viet Nam.

For the United States of America, the Authority will act under Article 3(1) provided that (a) the international application is submitted in English; (b) the claims of the international application are directed to the field of green technology as defined by the International Patent Classification classes; and (c) the Authority has not received more than 5,000 international applications from the United States Patent and Trademark Office during the three year period from July 1, 2015 to June 30, 2018, and not more than 475 applications per quarter. Where the Authority has prepared the international search report, the Authority will also act under Article 3(2) if these conditions are met. For further information, see

<http://www.uspto.gov/sites/default/files/jpo-isa-ipea.pdf>.

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

- (ii) the following languages which it will accept:
  - (a) for international applications filed with the receiving Office of, or acting for, Japan:  
Japanese, English;
  - (b) for international applications filed with the receiving Office of, or acting for, Brunei Darussalam, Cambodia, Indonesia, Lao People's Democratic Republic, Malaysia, Philippines, Singapore, Thailand, United States of America and Viet Nam:  
English;
  - (c) for international applications filed with the receiving Office of the Republic of Korea:  
Japanese.

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

The Authority does not conduct supplementary international searches.

**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 Japanese Patent Act; and methods for treatment of the human body by surgery or therapy, as well as diagnostic methods.

**Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

Kind of fee or charge	Amount (Japanese yen)
Search fee (Rule 16.1(a)) (for an application in Japanese)	70,000 <sup>1</sup>
Search fee (Rule 16.1(a)) (for an application in English)	156,000
Additional fee (Rule 40.2(a)) (for an application in Japanese)	60,000
Additional fee (Rule 40.2(a)) (for an application in English)	126,000
Preliminary examination fee (Rule 58.1(b)) (for an application in Japanese)	26,000 <sup>1</sup>
Preliminary examination fee (Rule 58.1(b)) (for an application in English)	58,000
Additional fee (Rule 68.3(a)) (for an application in Japanese)	15,000
Additional fee (Rule 68.3(a)) (for an application in English)	34,000
Cost of copies (Rules 44.3(b), 71.2(b), 94.1 <i>ter</i> and 94.2), per document	1,400

**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) The amount of either 28,000 Japanese yen (for an application in Japanese)<sup>2</sup> or 62,000 Japanese yen (for an application in English) shall be refunded upon request by the applicant where the Authority benefits from one of the following earlier searches to a considerable extent:

- (i) where the international application claims the priority of an earlier international application which has been the subject of an international search made by the Authority, the international search of the earlier international application;
- (ii) the earlier search of a Japanese national application for a patent or for a utility model registration which was filed by the same applicant as that of the international application.

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

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<sup>1</sup> This fee is reduced by two thirds where the application is filed in Japanese by (a) a small-sized sole proprietorship, (b) a sole proprietorship that has commenced business less than ten years, (c) a small-sized enterprise, or (d) a small or medium-sized enterprise that has been established less than ten years. For further details, see [http://www.jpo.go.jp/tetuzuki/ryoukin/chusho\\_keigen.htm](http://www.jpo.go.jp/tetuzuki/ryoukin/chusho_keigen.htm)

<sup>2</sup> The amount of the refund of the search fee is reduced by two thirds where the fee reduction was applied.

(4) As long as the refund of the search fee (in the case where the international application is withdrawn or considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search) and the refund of the preliminary examination fee (in the case where the international application or the demand is withdrawn before the start of the international preliminary examination) continue not to be compatible with the national law applicable to the Authority, the Authority may abstain from refunding those fees.

### **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:  
Japanese, English.

### **Annex G International-Type Search**

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

The Authority does not conduct international-type searches.

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## **AGREEMENT**

between the Korean Intellectual Property Office  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Korean Intellectual Property Office  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Korean Intellectual Property Office 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 Korean Intellectual Property Office 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 Korean Intellectual Property Office;
  - (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



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

The Authority does not conduct supplementary international searches.

**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 patent law of the Republic of Korea.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

Kind of fee or charge	Amount (Korean won)
Search fee (Rule 16.1(a)) (in English language)	1,300,000
Search fee (Rule 16.1(a)) (in Korean language)	450,000
Additional fee (Rule 40.2(a))	225,000
Preliminary examination fee (Rule 58.1(b))	450,000
Late payment fee for preliminary examination	amount as set out in Rule 58 <i>bis</i> .2
Additional fee (Rule 68.3(a))	225,000
Protest fee (Rules 40.2(e) and 68.3(e))	11,000
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	112,500
Cost of copies (Rules 44.3(b), 71.2(b), 94.1 <i>ter</i> and 94.2), per page	100

**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 search already made by the Authority on an application whose priority is claimed for the international application and depending on the extent to which the Authority benefits from that earlier search, the search fee paid shall be refunded to the extent provided for in a communication from the Authority to the International Bureau and published in the Gazette.

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

(5) 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.

### **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:  
Korean, English.

### **Annex G International-Type Search**

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

The Authority does not conduct international-type searches.

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## **AGREEMENT**

between the Russian Federal Service for Intellectual Property  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Russian Federal Service  
for Intellectual Property as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Russian Federal Service for Intellectual Property 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 Russian Federal Service for Intellectual Property 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 Russian Federal Service for Intellectual Property;
  - (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 Russian Federal Service for Intellectual Property 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 Russian Federal Service for Intellectual Property written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English and Russian languages, each text being equally authentic.

For the Russian Federal Service for Intellectual Property by:      For the International Bureau of the World Intellectual Property Organization by:

## **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:

any Contracting State;

so far as Article 3(2) is concerned:

any Contracting State.

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:  
Russian, English.

**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, English or Russian.

(2) The supplementary international search shall cover at least the Russian language documents held by the Authority in its search collection, including the following patent documentation:

- (i) SU – authors certificates and patents of the former USSR (from 1924 to 1991)
- (ii) RU – applications, patents, and utility models of the Russian Federation (from 1992 to present)
- (iii) EA – Eurasian applications and patents (from 1996 to present)
- (iv) AM – patent documents of Armenia (from 1995 to present)<sup>1</sup>
- (v) BY – patent documents of Belarus (from 1995 to present)<sup>1</sup>
- (vi) KZ – patent documents of Kazakhstan (from 1993 to present)<sup>1</sup>
- (vii) KG – patent documents of Kyrgyzstan (from 1995 to present)<sup>1</sup>
- (viii) TJ – patent documents of Tajikistan (from 2005 to present)<sup>1</sup>
- (ix) TM – patent documents of Turkmenistan (from 1993 to present)<sup>1</sup>
- (x) UZ – patent documents of Uzbekistan (from 1994 to present)<sup>1</sup>
- (xi) AZ – patent documents of Azerbaijan (from 1996 to present)<sup>2</sup>
- (xii) UA – patent documents of Ukraine (from 1993 to present)<sup>2</sup>

(3) If the International Searching Authority competent for the main international search has issued a declaration referred to in Article 17(2)(a) because of subject matter referred to in Rule 39.1(iv), and the appropriate fee referred to in Annex D is paid, the supplementary international search shall cover at least the PCT minimum documentation under Rule 34 in addition to the documentation referred to in paragraph (2).

**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 patent law of the Russian Federation.

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<sup>1</sup> The year of beginning of publication by the corresponding Office of national patent documents in national language and in Russian as well is indicated in brackets.

<sup>2</sup> With respect to the documents published by the Office in Russian.

**Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (Russian roubles)</b>
Search fee (Rule 16.1(a)) (for an application in English)	40,000
Search fee (Rule 16.1(a)) (for an application in Russian)	8,500
Additional fee (Rule 40.2(a)) (for an application in English)	40,000
Additional fee (Rule 40.2(a)) (for an application in Russian)	8,500
Supplementary search fee (Rule 45 <i>bis</i> .3(a))	11,800
Supplementary search for a search in accordance with paragraph 3(3) of Annex B, where a declaration referred to in Article 17(2)(a) has been made because of subject matter referred to in Rule 39.1(iv)	18,880
Review fee (Rule 45 <i>bis</i> .6(c))	4,130
Preliminary examination fee (Rule 58.1(b))	
– if the international search report has been prepared by the Authority (for an application in English)	16,000
– if the international search report has been prepared by the Authority (for an application in Russian)	4,500
– if the international search report has been prepared by another International Searching Authority (for an application in English)	24,000
– if the international search report has been prepared by another International Searching Authority (for an application in Russian)	6,750
Additional fee (Rule 68.3(a))	
– if the international search report has been prepared by the Authority (for an application in English)	19,500
– if the international search report has been prepared by the Authority (for an application in Russian)	5,000
– if the international search report has been prepared by another International Searching Authority (for an application in English)	23,500
– if the international search report has been prepared by another International Searching Authority (for an application in Russian)	6,000
Protest fee (Rules 40.2(e) and 68.3(e))	3,500
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	4,000
Cost of copies (except for documents transmitted to the applicant along with the international search report or preliminary examination report) (Rules 44.3(b) and 71.2(b))	
– patent document, per page	23.60
– non-patent document, per page	59
Cost of copies (Rules 94.1 <i>ter</i> and 94.2), per page	94.40

## **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 search, 25 – 75% of the amount of the search fee paid shall be refunded, depending on the extent to which an Authority benefits from that earlier search.

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

(5) 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.

(6) 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 under Rule 45*bis*.5(g).

(7) The Authority shall refund the supplementary search fee if, after receipt of the documents specified in Rule 45*bis*.4(e)(i) to (iv), but before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), it is notified of the withdrawal of the international application or the supplementary search request.

### **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:

Russian or English

depending on the language in which the international application is filed or translated, or at the applicant's choice.

**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 on national applications filed at the Authority.

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## **AGREEMENT**

between the Swedish Patent and Registration Office  
and the International Bureau of the World Intellectual Property Organization  
in relation to the functioning of the Swedish Patent and Registration Office  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Swedish Patent and Registration Office 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 Swedish Patent and Registration Office 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 Swedish Patent and Registration Office;
  - (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 Swedish Patent and Registration Office 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 Swedish Patent and Registration Office written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at [city], this [date], in two originals in the English language.

For the Swedish Patent and Registration  
Office by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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, Finland, Iceland, Norway, Sweden, and  
Barbados, Brazil, India, Madagascar, Morocco, Mexico, Sri Lanka, Trinidad  
and Tobago, Viet Nam, all Member States of the African Regional Intellectual  
Property Organization (ARIPO) and all Member States of the African  
Intellectual Property Organization (OAPI);
  - so far as Article 3(2) is concerned:  
Denmark, Finland, Iceland, Norway, Sweden, and  
Barbados, Brazil, India, Madagascar, Morocco, Mexico, Sri Lanka, Trinidad  
and Tobago, Viet Nam, all Member States of the African Regional Intellectual  
Property Organization (ARIPO) and all Member States of the African  
Intellectual Property Organization (OAPI).

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:  
for international applications filed with the receiving Office of, or acting for, Denmark, Finland, Iceland, Norway or Sweden:  
Danish, English, Finnish, Norwegian, Swedish;  
for international applications filed with the receiving Office of, or acting for, any other State:  
Danish, English, Finnish, French, 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, Danish, English, Finnish, Norwegian or Swedish.
- (2) The supplementary international search shall cover, in addition to the PCT minimum documentation under Rule 34, at least the documents in Swedish, Danish, Norwegian and Finnish held in the search collection of the Authority.
- (3) The Authority will notify the International Bureau if the demand for supplementary international search clearly exceeds the resources available and also when normal conditions have been re-established.

**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 Swedish patent law.

## Annex D Fees and Charges

### Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Swedish kronor)
Search fee (Rule 16.1(a))	... <sup>1</sup>
Additional fee (Rule 40.2(a))	... <sup>1</sup>
Supplementary search fee(s) (Rule 45 <i>bis</i> .3(a))	... <sup>1</sup>
Preliminary examination fee (Rule 58.1(b))	5,000
Additional fee (Rule 68.3(a))	5,000
Cost of copies (Rules 44.3(b) and 71.2(b)) <sup>2</sup> , per document	50
Cost of copies (Rules 94.1 <i>ter</i> and 94.2), per page	4

### 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 carried out by the Authority, 50 or 100% of the amount of the search fee paid shall be refunded, depending on the extent to which an Authority benefits from that earlier search.

(4) Where an applicant submits a corresponding search and examination report, issued on an application originating from the Authority, a Nordic Patent Office, or the European Patent Office, the amount of 2,800 Swedish kronor shall be refunded in respect of the search fee paid according to Part I. The same refund will be applied if priority is claimed from an international application and the applicant submits a PCT international search report from the National Board of Patents and Registration of Finland, the Nordic Patent Institute or the European Patent Office, or if the applicant submits a corresponding international-type search report from the National Board of Patents and Registration of Finland or the Nordic Patent Institute.

(5) In the cases provided for under Rule 58.3, the following amount of the preliminary examination fee 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.

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<sup>1</sup> Swedish 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).

<sup>2</sup> The applicant will receive free of charge a copy of each document containing non-patent literature. Other documents are available electronically, free of charge on the website [www.prv.se](http://www.prv.se).

(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.

(8) The Authority shall refund the supplementary search fee if, after receipt of the documents specified in Rule 45*bis*.4(e)(i) to (iv), but before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), it is notified of the withdrawal of the international application or the supplementary search request.

### **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, Finnish, French, Norwegian or Swedish,

depending on the language in which the international application is filed or translated; however English or Swedish 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 on national applications filed at the Authority or any Nordic patent authority. The request and fee for international type search must be submitted within three months of the filing date of the national application.

## **AGREEMENT**

between the Intellectual Property Office of Singapore  
and the International Bureau of the World Intellectual Property Organization  
in relation to the functioning of the Intellectual Property Office of Singapore  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Intellectual Property Office of Singapore 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 Intellectual Property Office of Singapore 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 Intellectual Property Office of Singapore;
  - (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 Intellectual Property Office of Singapore 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 Intellectual Property Office of Singapore written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English language.

For the Intellectual Property Office of  
Singapore by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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:  
Singapore, Cambodia, Indonesia, Japan, Mexico, Thailand, United States of America, Viet Nam;
  - so far as Article 3(2) is concerned:  
where the Authority has prepared the international search report,  
Singapore, Cambodia, Indonesia, Japan, Mexico, Thailand, United States of America, Viet Nam.

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:  
English, Chinese.

**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 thereof furnished in, English or Chinese.

(2) The supplementary international search shall cover, in addition to the PCT minimum documentation under Rule 34, at least the documents in English and Chinese held in the search collection of the Authority.

(3) The Authority will notify the International Bureau if the demand for supplementary international search clearly exceeds the resources available and also when normal conditions have been re-established.

**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 Singapore patent law.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (Singapore dollars)</b>
Search fee (Rule 16.1(a))	2,240
Additional fee (Rule 40.2(a))	2,240
Supplementary search fee (Rule 45bis.3(a))	2,240
Preliminary examination fee (Rule 58.1(b))	830
Additional fee (Rule 68.3(a))	830
Protest fee (Rules 40.2(e) and 68.3(e))	650
Review fee (Rule 45bis.6(c))	650
Cost of copies (Rules 44.3(b), 45bis.7(c), 71.2(b), 94.1 <i>ter</i> and 94.2), per document	30

**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 search, 25 to 75% of the amount of the search fee shall be refunded, depending on the extent to which an Authority assesses it has benefited from that earlier search.

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

(5) 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.

(6) 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.

(7) The Authority shall refund the supplementary search fee if, after receipt of the documents specified in Rule 45*bis*.4(e)(i) to (iv), but before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), it is notified of the withdrawal of the international application or the supplementary search request.

### **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:

English or Chinese,

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 does not conduct international-type searches.

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## **AGREEMENT**

between the Turkish Patent and Trademark Office  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Turkish Patent and Trademark Office  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Turkish Patent and Trademark Office 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 Turkish Patent and Trademark Office 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 Turkish Patent and Trademark Office;
  - (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 Turkish Patent and Trademark Office 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 Turkish Patent and Trademark Office written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English language.

For the Turkish Patent and Trademark  
Office by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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:  
any Contracting State in accordance with the obligations of the Authority under the European Patent Convention;
  - so far as Article 3(2) is concerned:  
any Contracting State in accordance with the obligations of the Authority under the European Patent Convention.

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:  
English, Turkish.

**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 Turkish held in the search collection of the Authority;
- (ii) only the documents in Turkish held in the search collection of the Authority.

(3) The Authority will notify the International Bureau if the demand for supplementary international search clearly exceeds the resources available and also when normal conditions have been re-established.

**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 Turkish patent law.

## Annex D Fees and Charges

### Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Turkish lira)
Search fee (Rule 16.1(a))	... <sup>1</sup>
Additional fee (Rule 40.2(a))	... <sup>1</sup>
Supplementary search fee (Rule 45 <i>bis</i> .3(a)), full search	... <sup>1</sup>
Supplementary search fee (Rule 45 <i>bis</i> .3(a)), for searches only on the documents in Turkish held in the search collection the Authority	500
Review fee (Rule 45 <i>bis</i> .6(c))	1,000
Preliminary examination fee (Rule 58.1(b))	1,000
Late payment fee for preliminary examination	amount as set out in Rule 58 <i>bis</i> .2
Additional fee (Rule 68.3(a))	1,000
Protest fee (Rules 40.2(e) and 68.3(e))	1,000
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	200
Cost of copies (Rules 44.3(b), 71.2(b), 94.1 <i>ter</i> and 94.2), per document	1.50

### 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 search, 50% of the amount of the search fee paid shall be refunded. There shall be no refund of the whole of the search fee paid, or waiver or reduction of the search fee.

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

(5) 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.

(6) 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 under Rule 45*bis*.5(g).

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<sup>1</sup> Turkish lira 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).

(7) The Authority shall refund the supplementary search fee if, after receipt of the documents specified in Rule 45*bis*.4(e)(i) to (iv), but before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), it is notified of the withdrawal of the international application or the supplementary search request.

### **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:  
English, Turkish.

### **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 on national applications filed at the Authority.

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## **AGREEMENT**

between the Ministry of Economic Development and Trade of Ukraine  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the State Enterprise  
“Ukrainian Intellectual Property Institute”  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Ministry of Economic Development and Trade of Ukraine 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 State Enterprise “Ukrainian Intellectual Property 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 State Enterprise “Ukrainian Intellectual Property 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 Ministry of Economic Development and Trade of Ukraine; and, notwithstanding paragraph (4), they shall take effect on the date agreed upon by them.

(3) The Ministry of Economic Development and Trade of Ukraine 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 Ministry of Economic Development and Trade of Ukraine 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 Ministry of Economic Development and Trade of Ukraine written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at [city], this [date], in two originals in the English and Ukrainian languages, each text being equally authentic.

For the Ministry of Economic Development  
and Trade of Ukraine by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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:

any Contracting State;

so far as Article 3(2) is concerned:

any Contracting State.

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:  
English, French, German, Russian, Ukrainian.

**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, English, French, German, Russian or Ukrainian.

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

- (i) the documents held in the search collection of the Authority including, but not limited to, the PCT minimum documentation under Rule 34;
- (ii) European and North American documentation;
- (iii) Russian language documentation of the former USSR and Ukrainian language documentation.

(3) If the International Searching Authority competent for the main international search has issued a declaration referred to in Article 17(2)(a) because of subject matter referred to in Rule 39.1(iv), and the appropriate fee referred to in Annex D is paid, the supplementary international search shall cover at least the PCT minimum documentation under Rule 34 in addition to the documentation referred to in paragraph (2) of this Annex.

(4) The Ministry of Economic Development and Trade of Ukraine shall notify the International Bureau if a demand for supplementary international search exceeds resources available to the Authority and also when normal conditions have been reestablished.

**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 Law of Ukraine On the Protection of Rights to Inventions and Utility Models.

## Annex D Fees and Charges

### Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Euro)
Search fee (Rule 16.1(a))	300
Additional fee (Rule 40.2(a))	300
Supplementary search fee(s) (Rule 45bis.3(a))	
– of only European and North American documentation	200
– of only Russian language documentation of the former USSR and Ukrainian language documentation	150
Supplementary search fee for a search in accordance with paragraph (3) of Annex B, where a declaration referred to in Article 17(2)(a) has been made because of subject matter referred to in Rule 39.1(iv)	100
Preliminary examination fee (Rule 58.1(b))	
– the international search report has been prepared by the Authority	160
– the international search report has been prepared by another International Searching Authority	180
Additional fee (Rule 68.3(a))	180
Protest fee (Rules 40.2(e) and 68.3(e))	40
Cost of copies (Rules 44.3(b) and 71.2(b)), per page	0.70

### 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 search carried out in respect of an earlier application by the Authority itself or by another International Authority 25 – 75% of the amount of the search fee paid shall be refunded, depending on the extent to which an Authority benefits from that earlier search.

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

(5) Where the international application or the demand is withdrawn before the start of the international preliminary examination, 75% of the preliminary examination fee paid shall be refunded.

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

(7) The Authority shall refund the supplementary search fee if, after receipt of the documents specified in Rule 45*bis*.4(e)(i) to (iv), but before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), it is notified of the withdrawal of the international application or the supplementary search request.

### **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:

English or Russian, for applications filed in Ukrainian;

Russian, for applications filed in, or translated into, Russian;

English, for applications filed in, or translated into English, French or German.

### **Annex G International-Type Search**

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

The Authority does not conduct international-type searches.

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## **AGREEMENT**

between the United States Patent and Trademark Office  
and the International Bureau of the World Intellectual Property Organization  
in relation to the functioning of the United States Patent and Trademark Office  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The United States Patent and Trademark Office 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 United States Patent and Trademark Office 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 United States Patent and Trademark Office;
  - (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 United States Patent and Trademark Office 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 United States Patent and Trademark Office written notice to terminate this Agreement.

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at [city], this [date], in two originals in the English language.

For the United States Patent and Trademark  
Office by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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:  
United States of America, Bahrain, Barbados, Brazil, Chile, Dominican Republic, Egypt, Georgia, Guatemala, India, Israel, Mexico, New Zealand, Oman, Panama, Peru, Philippines, Qatar, Saint Lucia, Saint Vincent and the Grenadines, South Africa, Thailand, Trinidad and Tobago;
  - so far as Article 3(2) is concerned:  
United States of America, and  
where the Authority has prepared the international search report,

Bahrain, Barbados, Brazil, Chile, Dominican Republic, Egypt, Georgia, Guatemala, India, Israel, Mexico, New Zealand, Oman, Panama, Peru, Philippines, Qatar, Saint Lucia, Saint Vincent and the Grenadines, South Africa, Thailand, Trinidad and Tobago.

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

- (ii) the following language which it will accept:  
English.

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

The Authority does not conduct supplementary international searches.

**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 United States patent law.

**Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (United States dollars)</b>
Search fee (Rule 16.1(a))	2,080 <sup>1</sup>
Additional fee (Rule 40.2(a))	2,080 <sup>1</sup>
Preparation of an international type search report on a United States national application	40
Preliminary examination fee (Rule 58.1(b))	
– where the international search fee has been paid on the international application to the Authority	600 <sup>1</sup>
– where the international search was carried out by another Authority	700 <sup>1</sup>
Additional fee (Rule 68.3(a))	600 <sup>1</sup>
Cost of copies (Rules 44.3 and 71.2) <sup>2</sup>	
– US patent, per copy	3
Cost of copies (Rules 94.1 <i>ter</i> and 94.2)	
– US patent, per copy	3
– non-US patent document, per copy	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) In the cases provided for under Rule 58.3, the amount of the preliminary examination fee paid shall be fully refunded.

(4) 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 refunded, less a processing fee equivalent to the transmittal fee under Rule 14.1(b).

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<sup>1</sup> This fee is reduced by 50% in the case of filing by a “small entity” and by 75% in the case of filing by a “micro entity”. For further details on the entitlement to and the establishment of “small entity” status, see [www.uspto.gov/web/offices/pac/mpep/s509.html#d0e30961](http://www.uspto.gov/web/offices/pac/mpep/s509.html#d0e30961) and 37 CFR 1.27 at: [www.uspto.gov/web/offices/pac/mpep/consolidated\\_rules.pdf](http://www.uspto.gov/web/offices/pac/mpep/consolidated_rules.pdf). For further details on the entitlement to and the establishment of “micro entity” status, see [www.uspto.gov/web/offices/pac/mpep/s509.html#ch500\\_d1ff69\\_210b3\\_1ca](http://www.uspto.gov/web/offices/pac/mpep/s509.html#ch500_d1ff69_210b3_1ca) and 37 CFR 1.29 at: [www.uspto.gov/web/offices/pac/mpep/consolidated\\_rules.pdf](http://www.uspto.gov/web/offices/pac/mpep/consolidated_rules.pdf). These details shall be subject to change by the Authority at its discretion.

<sup>2</sup> The applicant receives, together with the international search report, a copy of each cited document that is not a US patent document or a published international application. The applicant receives, together with the international preliminary examination report, a copy of each cited document not cited in the international search report that is not US patent document or a published international application. Electronic copies of these documents may be viewed at the USPTO’s website ([www.uspto.gov/patents-application-process/search-patents](http://www.uspto.gov/patents-application-process/search-patents)) and printed for free. Copies can also be purchased online or obtained from the USPTO Office of Public Records.

**Annex E  
Classification**

Under Article 6 of the Agreement, the Authority specifies the following classification system in addition to the International Patent Classification: the Cooperative Patent Classification (CPC).

**Annex F  
Languages of Correspondence**

Under Article 7 of the Agreement, the Authority specifies the following language:  
English.

**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:

The Authority performs international-type searches in regularly filed non-provisional applications filed under 35 U.S.C. 111(a) (37 CFR 1.104(a)(3) and 1.413(c)(3)). The Authority will additionally prepare an international-type search report in national applications upon request and payment of a fee (37 CFR 1.104(a)(4)).

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## **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

### **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.

*In witness whereof* the parties hereto have executed this Agreement.

Done at [city], this [date], in two originals in the English language.

For the Nordic Patent Institute by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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))	... <sup>1</sup>
Additional fee (Rule 40.2(a))	... <sup>1</sup>
Supplementary search fees (Rule 45 <i>bis</i> .3(a)), full search	... <sup>1</sup>
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.

(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.

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<sup>1</sup> 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).

(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.

## **AGREEMENT**

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

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

### **Preamble**

The Visegrad 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 Visegrad 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 Visegrad 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 Visegrad 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 Visegrad 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.

*In witness whereof* the parties hereto have executed this Agreement.

Done at [city], this [date], in two originals in the English language.

For the Visegrad Patent Institute by:

For the International Bureau of the World  
Intellectual Property Organization by:

## **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:  
the Czech Republic, Hungary, the Republic of Poland, the Slovak Republic,  
and  
any other Contracting State in accordance with the obligations of the  
Czech Republic, Hungary, the Republic of Poland, the Slovak Republic  
undertaken within the framework of the European Patent Organisation;
  - so far as Article 3(2) is concerned:  
the Czech Republic, Hungary, the Republic of Poland, the Slovak Republic,  
and

any other Contracting State in accordance with the obligations of the Czech Republic, Hungary, the Republic of Poland, the Slovak Republic undertaken 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:  
Czech, English, Hungarian, Polish, Slovak.

### **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 Czech, Hungarian, Polish and Slovak held in the search collection of the Authority;
- (ii) only the documents in Czech, Hungarian, Polish and Slovak held in the search collection of the Authority.

(3) The Authority will notify the International Bureau if the demand for supplementary international search clearly exceeds the resources available and also when normal conditions have been re-established.

### **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 Czech, Hungarian, Polish and Slovak patent law.

## Annex D Fees and Charges

### Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Euro)
Search fee (Rule 16.1(a))	1,875
Additional fee (Rule 40.2(a))	1,875
Supplementary search fee (Rule 45 <i>bis</i> .3(a)), full search	1,875
Supplementary search fee (Rule 45 <i>bis</i> .3(a)), for searches only on the documents in Czech, Hungarian, Polish and Slovak held in the search collection the Authority	550
Preliminary examination fee (Rule 58.1(b))	900
Late payment fee for preliminary examination	amount as set out in Rule 58 <i>bis</i> .2
Additional fee (Rule 68.3(a))	900
Protest fee (Rules 40.2(e) and 68.3(e))	875
Review fee (Rule 45 <i>bis</i> .6(c))	875
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	230
Cost of copies (Rules 44.3(b), 71.2(b), 94.1 <i>ter</i> and 94.2), per page	0.80

### 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 search carried out by any of the national Offices of the Contracting States or from an earlier international search report or international-type search report, 40% of the amount of the search fee paid shall be refunded. There shall be no refund of the whole of the search fee paid, or waiver or reduction of the search fee.

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

(5) 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.

(6) 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 under Rule 45*bis*.5(g).

(7) The Authority shall refund the supplementary search fee if, after receipt of the documents specified in Rule 45*bis*.4(e)(i) to (iv), but before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), it is notified of the withdrawal of the international application or the supplementary search request.

### **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:

Czech, English, Hungarian, Polish, Slovak.

### **Annex G International-Type Search**

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

The Authority does not conduct international-type searches.

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## OFFICIAL NOTICES (PCT GAZETTE)

25 January 2018

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The publication Official Notices (PCT Gazette) is part of the Gazette published by the International Bureau of the World Intellectual Property Organization in accordance with Article 55(4) of the Patent Cooperation Treaty (PCT) and Rule 86 of the Regulations under the PCT.

**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

**IL Israel**

**Agreement between the Government of Israel and the International Bureau of the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex D**

The **Israel Patent Office** has notified the International Bureau, in accordance with Article 11(3)(iii) of the above-mentioned Agreement, of amendments to Part I of Annex D thereof. These amendments will enter into force on 1 March 2018. The amended Annex D will read as follows:

**“Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (Israel new shekel)</b>
Search fee (Rule 16.1(a))	3,525
Additional fee (Rule 40.2(a))	3,525
Preliminary examination fee (Rule 58.1(b))	1,511
Additional fee (Rule 68.3(a))	1,511
Late furnishing fee (Rules 13 <del>ter</del> .1(c) and 13 <del>ter</del> .2)	453
Cost of copies (Rules 44.3(b), 71.2(b) and 94.2), per document	[No change]

**Part II. [No change]”**

**FEES PAYABLE UNDER THE PCT**

**AU Australia**

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **Korean won (KRW)** has been established for the search fee for an international search carried out by the **Australian Patent Office**. This amount, applicable from 1 March 2018, is KRW 1,803,000.

[Updating of Annex D(AU) of the *PCT Applicant’s Guide*]

<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_il.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_il.pdf).

## IL Israel

The **Israel Patent Office** has notified new amounts of fees, in **new Israeli sheqel (ILS)**, payable to it as International Searching Authority and applicable from 1 March 2018, as follows:

Search fee (PCT Rule 16):	ILS	3,525
Additional search fee (PCT Rule 40.2):	ILS	3,525
Late furnishing fee (PCT Rule 13 <sup>ter</sup> .1(c)):	ILS	453

Furthermore, PCT Rule 16.1(d), new equivalent amounts in **Swiss franc (CHF)**, **euro (EUR)** and **US dollar (USD)** have been established for the search fee for an international search carried out by the **Israel Patent Office**. These amounts, also applicable from 1 March 2018, are CHF 994, EUR 849 and USD 1,009, respectively.

[Updating of Annex D(IL) of the *PCT Applicant's Guide*]

In addition, the Office has notified new amounts of fees, in **new Israeli sheqel (ILS)**, payable to it as International Preliminary Examining Authority and also applicable from 1 March 2018, as follows:

Preliminary examination fee (PCT Rule 58):	ILS	1,511
Additional preliminary examination fee (PCT Rule 68.3):	ILS	1,511
Late furnishing fee (PCT Rule 13 <sup>ter</sup> .2):	ILS	453

[Updating of Annex E(IL) of the *PCT Applicant's Guide*]

## KR Republic of Korea

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **Australian dollar (AUD)** and **Swiss franc (CHF)** have been established for the search fee for an international search carried out by the **Korean Intellectual Property Office**. These amounts, applicable from 1 March 2018, are AUD 549 and CHF 410, respectively, for searches carried out in Korean, and AUD 1,587 and CHF 1,184, respectively, for searches carried out in English.

[Updating of Annex D(KR) of the *PCT Applicant's Guide*]

Furthermore, a new equivalent amount in **Korean won (KRW)** has been established for the handling fee, pursuant to PCT Rule 57.2(d). This amount, applicable from 1 March 2018, is KRW 220,000.

[Updating of Annex E(KR) of the *PCT Applicant's Guide*]

### **PCT Fees – Establishment of New Equivalent Amounts of Fees Corrigendum**

In the Official Notices (PCT Gazette) of 16 November 2017, new equivalent amounts of fees in various currencies, and applicable from 1 January 2018, were published. In the text, giving information pertaining to which annexes of the *PCT Applicant's Guide* needed to be updated as a result of the publication of the new equivalent amounts, a typographical error occurred. On page 168, in the list (contained in square brackets) indicating a country code for each Annex C of the *PCT Applicant's Guide* requiring to be updated, the indication: (CH), should have read: (GH).

## **OFFICIAL NOTICES (PCT GAZETTE)**

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## FEES PAYABLE UNDER THE PCT

### AU Australia

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **South African rand (ZAR)** has been established for the search fee for an international search carried out by the **Australian Patent Office**. This amount, applicable from 1 April 2018, is ZAR 21,370.

[Updating of Annex D(AU) of the *PCT Applicant's Guide*]

### KR Republic of Korea

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **US dollar (USD)** have been established for the search fee for an international search carried out by the **Korean Intellectual Property Office**. These amounts, applicable from 1 April 2018, are USD 422 for searches carried out in Korean and USD 1,218 for searches carried out in English.

[Updating of Annex D(KR) of the *PCT Applicant's Guide*]

### RU Russian Federation

The **Federal Service for Intellectual Property (Rospatent) (Russian Federation)** has notified changes in components of the national fee, in **Russian rouble (RUB)**, payable to it as designated (or elected) Office and applicable since 6 October 2017. The consolidated list of the said components is now as follows:

For a patent:

Filing fee: <sup>1</sup>	RUB 3,300
Examination fee: <sup>2</sup>	
– for one independent claim:	RUB 12,500
– for each independent claim in excess of one:	RUB 9,200
Annual fee for the third year:	RUB 1,700

For utility model:

Filing fee: <sup>1</sup>	RUB 1,400
Annual fee for the first and the second year, per year:	RUB 800

[Updating of the National Chapter, Summary (RU), of the *PCT Applicant's Guide*]

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<sup>1</sup> If not already complied with within the time limit applicable under PCT Article 22 or 39(1), the Office will invite the applicant to comply with the requirement within a time limit fixed in the invitation.

<sup>2</sup> Where the request for substantive examination is filed upon entry into the national phase.

## US United States of America

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **South African rand (ZAR)** have been established for the search fee for an international search carried out by the **United States Patent and Trademark Office (USPTO)**. These amounts, applicable from 1 April 2018, are ZAR 25,680 for an entity other than a small or micro entity, ZAR 12,840 for a small entity and ZAR 6,420 for a micro entity.

[Updating of Annex D(US) of the *PCT Applicant's Guide*]

## ZA South Africa

New equivalent amounts in **South African rand (ZAR)** have been established for the international filing fee and the fee per sheet in excess of 30, pursuant to PCT Rule 15.2(d), as well as for reductions under item 4 of the PCT Schedule of Fees. These amounts, applicable from 1 April 2018, are as follows:

International filing fee:	ZAR 17,050
Fee per sheet in excess of 30:	ZAR 190
Reductions (under PCT Schedule of Fees, item 4):	
Electronic filing (the request being in character coded format):	ZAR 2,560
Electronic filing (the request, description, claims and abstract being in character coded format):	ZAR 3,850

[Updating of Annex C(ZA) of the *PCT Applicant's Guide*]

## DESIGNATED (OR ELECTED) OFFICES

### RU Russian Federation

The **Federal Service for Intellectual Property (Rospatent) (Russian Federation)** has notified changes in the conditions for exemptions, reductions or refunds of national fees. The filing fee, the examination fee and the reinstatement fee shall be reduced by 30% where the application and all required documents are filed online.

[Updating of the National Chapter, Summary (RU) of the *PCT Applicant's Guide*]

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8 February 2018

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## **MEETINGS OF THE INTERNATIONAL PATENT COOPERATION UNION – ASSEMBLY (FORTY-NINTH (21<sup>ST</sup> ORDINARY) SESSION)**

### **NOTE PREPARED BY THE INTERNATIONAL BUREAU**

At its forty-ninth (21<sup>st</sup> ordinary) session, which was held in Geneva from 2 to 11 October 2017 as part of the meetings of the Assemblies of the Member States of WIPO, the Assembly of the International Patent Cooperation Union (PCT Union) approved the following changes affecting the PCT system:

- amendments to the PCT Regulations;
- adoption of the Understanding (see paragraph 3 of PCT/A/49/4) with effect since October 11, 2017; and
- appointment of a new International Searching and Preliminary Examining Authority.

Documents which were prepared for the Assembly, and which give detailed background information relating to the decisions that were taken, as well as the report of the session, are available on the WIPO website at:

[http://www.wipo.int/meetings/en/details.jsp?meeting\\_id=43524](http://www.wipo.int/meetings/en/details.jsp?meeting_id=43524)

The aforementioned changes are outlined below.

#### *Amendments to the PCT Regulations*

A number of amendments to the PCT Regulations were approved by the PCT Assembly. The said amendments will enter into force on 1 July 2018:

- the amendment to the Schedule of Fees is intended as a clarification of the original intent of the fee reduction rather than a substantive change;
- amendments of Rules 4.1(b)(ii) and 41.2(b) and of the Schedule of Fees shall apply to any international application the international filing date of which is on or after 1 July 2018.

#### *Appointment of the Intellectual Property Office of the Philippines as an International Searching and Preliminary Examining Authority under the PCT*

The Assembly appointed the Intellectual Property Office of the Philippines as an International Searching Authority and an International Preliminary Examining Authority with effect from the entry into force of the Agreement until 31 December 2027.

*2017 PCT Assembly Understanding*

It is the understanding of the PCT Assembly that the fee reduction in item 5 of the Schedule of Fees is intended to apply only in the case where the applicants indicated in the request are the sole and true owners of the application and under no obligation to assign, grant, convey or license the rights in the invention to another party which is not eligible for the fee reduction.

The Understanding was adopted with effect from the closing of the Assembly on October 11, 2017.

**AMENDMENTS OF THE REGULATIONS UNDER THE PCT  
(to enter into force on 1 July 2018)**

**Rule 4  
The Request (Contents)**

4.1 *Mandatory and Optional Contents; Signature*

(a) [No change]

(b) The request shall, where applicable, contain:

(i) a priority claim, or

(ii) indications relating to an earlier search as provided in Rules 4.12(i) and 12bis.1 (b) and (d),

(iii) a reference to a parent application or parent patent,

(iv) an indication of the applicant's choice of competent International Searching Authority.

(c) and (d) [No change]

4.2 to 4.19 [No change]

**Rule 41  
Taking into Account Results of Earlier Search and Classification**

41.1 [No change]

41.2 *Taking into Account Results of Earlier Search and Classification in Other Cases*

(a) [No change]

(b) Where the receiving Office has transmitted to the International Searching Authority a copy of the results of any earlier search or of any earlier classification under Rule 23bis.2(a) or (c), or where such a copy is available to the International Searching Authority in a form and manner acceptable to it, for example, from a digital library, the International Searching Authority may take those results into account in carrying out the international search.

### SCHEDULE OF FEES

#### Fees

#### Amounts

1. to 3. [No change]

[No change]

#### Reductions

4. [No change]

5. The international filing fee under item 1 (where applicable, as reduced under item 4), the supplementary search handling fee under item 2 and the handling fee under item 3 are reduced by 90% if the international application is filed by:

(a) [No change]

(b) [No change]

provided that, at the time of filing of the international application, there are no beneficial owners of the international application who would not satisfy the criteria in sub-item (a) or (b) and provided that, if there are several applicants, each must satisfy the criteria set out in either sub-item (a) or (b). The lists of States referred to in sub-items (a) and (b)<sup>1</sup> shall be updated by the Director General at least every five years according to directives given by the Assembly. The criteria set out in sub-items (a) and (b) shall be reviewed by the Assembly at least every five years.

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<sup>1</sup> *Editor's Note:* The first lists of States were published in the Gazette of February 12, 2015, page 32 (see [www.wipo.int/pct/en/official\\_notices/index.html](http://www.wipo.int/pct/en/official_notices/index.html)).

## INFORMATION ON CONTRACTING STATES

### IL Israel

The **Israel Patent Office** has notified changes in one of its telephone numbers and to its e-mail address, and has notified an additional facsimile number, which are now as follows:

Telephone:	(972-2) 5651 705, (972-2) 5651 685
Facsimile machine:	(972-2) 5651 616, (972-2) 6468 070
E-mail:	pctoffice@justice.gov.il

[Updating of Annex B1(IL) of the *PCT Applicant's Guide*]

### IR Islamic Republic of Iran

The **Intellectual Property Center (Islamic Republic of Iran)** has notified changes in its location and mailing address, as follows:

Location and mailing address:	No. 3, Phayazbakhsh Street Khayam Street Imam Khomeini Square 11146-78111 Tehran Islamic Republic of Iran
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[Updating of Annex B1(IR) of the *PCT Applicant's Guide*]

**DEPOSITS OF MICROORGANISMS AND OTHER BIOLOGICAL MATERIAL:  
INSTITUTIONS WITH WHICH DEPOSITS MAY BE MADE**

**KR Republic of Korea**

On 12 January 2018, the International Bureau has been notified of changes in the addresses of the **Korean Culture Center of Microorganisms (KCCM)** and the **Korean Cell Line Research Foundation (KCLRF)**, international depositary authorities under the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure with which deposits of microorganisms and other biological material may be made. The new addresses are as follows:

Korean Culture Center of Microorganisms (KCCM)  
Yurim B/D  
45 Hongjena-e-2ga-gil  
Seodaemun-gu  
Seoul 03641  
Republic of Korea

Korean Cell Line Research Foundation (KCLRF)  
Cancer Research Institute  
Seoul National University College of Medicine  
103 Daehak-ro, Jongno-gu  
Seoul, 03080  
Republic of Korea

[Updating of Annex L of the *PCT Applicant's Guide*]

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## OFFICIAL NOTICES (PCT GAZETTE)

15 February 2018

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## **INTERNATIONAL SEARCHING AUTHORITIES INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

### **EP European Patent Organisation**

#### **Agreement between the European Patent Organisation and the International Bureau of the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex A**

The **European Patent Office (EPO)** has notified the International Bureau, in accordance with Article 11(2) of the above-mentioned Agreement, of an amendment to Annex A(ii) thereof. The amendment will take effect as of 1 April 2018. The amended Annex A will read as follows:

#### **“Annex A States and Languages**

Under Article 3 of the Agreement, the Authority specifies:

- (i) *[No change]*
- (ii) the following languages which it will accept:

English, French, German, and, where the receiving Office is the industrial property Office of the Netherlands, Dutch.”

## **RECEIVING OFFICES**

### **BE Belgium**

#### **EP European Patent Organisation**

Pursuant to PCT Rule 19.1(b), the **Intellectual Property Office (Belgium)** has notified the International Bureau that it will cease to act as a receiving Office and that it delegates its functions as receiving Office to the **European Patent Office (EPO)**, with effect from 1 April 2018.

*[Updating of Annex B(BE) of the PCT Applicant's Guide]*

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<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_ep.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_ep.pdf).

**WITHDRAWAL OF NOTIFICATIONS BY RECEIVING OFFICES OF INCOMPATIBILITY WITH NATIONAL LAWS UNDER PCT RULE 20.8(A)**

**BE Belgium**

Further to its notification of incompatibility with its national law under PCT Rule 20.8(a) (see PCT Gazette No. 18/2006, of 4 May 2006, page 12956), the **Intellectual Property Office (Belgium)**, in its capacity as receiving Office, has notified the International Bureau that it withdraws the said notification with effect from 1 April 2018.

**RESTORATION OF RIGHT OF PRIORITY BY RECEIVING OFFICES: WITHDRAWAL BY RECEIVING OFFICES OF NOTIFICATION OF INCOMPATIBILITY WITH NATIONAL LAWS UNDER PCT RULE 26BIS.3(J)**

**BE Belgium**

Further to its notification of incompatibility with its national law under PCT Rule 26bis.3(j) (see PCT Gazette No. 18/2006, of 4 May 2006, page 12958), the **Intellectual Property Office (Belgium)**, in its capacity as receiving Office, has notified the International Bureau that it withdraws the said notification with effect from 1 April 2018.

## **OFFICIAL NOTICES (PCT GAZETTE)**

**22 February 2018**

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## INFORMATION ON CONTRACTING STATES

### SY Syrian Arab Republic

The **Directorate of Commercial and Industrial Property (Syrian Arab Republic)** has notified changes in the name of the Office, as well as in its telephone and facsimile numbers and in its e-mail address, which are now as follows:

Name of Office:	The Ministry of Internal Trade and Consumer Protection – Directorate of Industrial and Commercial Property Protection (Syrian Arab Republic)
Telephone:	(963-11) 5161185
Facsimile machine:	(963-11) 5161144
E-mail:	patentoffice@gov.sy

[Updating of Annex B1(SY) of the *PCT Applicant's Guide*]

## FILING AND PROCESSING IN ELECTRONIC FORM OF INTERNATIONAL APPLICATIONS: NOTIFICATION BY RECEIVING OFFICES

### HR Croatia

Under PCT Rule 89*bis*.1(d) and Section 710(b) of the Administrative Instructions under the PCT, the **State Intellectual Property Office (Croatia)**, in its capacity as receiving Office, has notified the International Bureau of a number of changes to its notification published in the Official Notices (PCT Gazette) of 20 December 2012, pages 180 *et seq*, and, in particular, that it is prepared to accept international applications filed using ePCT-filing in addition to EPO online filing, and will no longer accept international applications in electronic form filed on physical media and using the PCT-SAFE software, with effect from 1 March 2018. Consequently, as from that date, the following notification will replace aforementioned notification:

**“As to electronic document formats (Section 710(a)(i)):**

- XML (in general; see Annex F, section 3.1.1.1)
- WIPO Standard ST.25 (for sequence listings; see Annex F, section 3.1.1.2, and Annex C)
- PDF (for files that are referenced by XML files within the international application; see Annex F, section 3.1.2)
- TIFF (for files that are referenced by XML files within the international application; see Annex F, section 3.1.3.1)
- JPEG (for files that are referenced by XML files within the international application; see Annex F, section 3.1.3.2)

**As to means of transmittal (Section 710(a)(i)):**

- online filing (see Annex F, section 5 and Appendix III, section 2(d))

**As to electronic document packaging (Section 710(a)(i)):**

- WASP (Wrapped and Signed Package; see Annex F, section 4.2.1)

**As to electronic filing software (Section 710(a)(i)):**

- ePCT-filing
- EPO online filing software

**As to types of electronic signature (Section 710(a)(i)):**

- facsimile and text string types of signatures (see Annex F, sections 3.3.1 to 3.3.2)
- enhanced electronic signature (see Annex F, section 3.3.4)

**As to conditions, rules and procedures relating to electronic receipt (Section 710(a)(ii)):**

The acknowledgement of receipt of any purported international application filed in electronic form with the Office will contain, in addition to the mandatory information required under Section 704(a)(i) to (iv), the names of the electronic files received (see Section 704(a)(v)).

The Office will make every effort to accept an international application in electronic form. It is only if the application is not sent in accordance with the E-filing interoperability protocol (see Annex F, section 5.1) that no acknowledgement of receipt will be generated. Other errors, such as the use of outdated certificates (see Annex F, Appendix II, section 4.4.7), applications infected by viruses or other forms of malicious logic (see Section 708(b)) or certain missing files, are notified to the applicant by inclusion in the notification of receipt.

Where it appears that the notification of receipt sent to the applicant by electronic means of transmittal was not successfully transmitted, the Office will promptly retransmit the notification of receipt by the same or another means (see Section 709(b)).

**As to methods of online payment (Section 710(a)(ii)):**

Online payment is not available.

**As to details concerning help desks (Section 710(a)(ii)):**

The Office has put in place a help desk to answer questions from users of the service. The help desk may be contacted:

- by telephone at: (385-1) 61 06 547
- by fax at: (385-1) 61 12 017
- by e-mail at: epct\_hr@dziv.hr

**As to the kinds of documents which may be transmitted to the Office in electronic form (Section 710(a)(iii)):**

- international applications
- subsequently filed documents for international applications, to the extent supported by the relevant software.

**As to the filing of documents in pre-conversion format (Section 710(a)(iv)):**

The Office will accept the filing of documents in any pre-conversion format together with the international application.

**As to procedures for notification of applicants and procedures which applicants may follow as alternatives when the electronic systems of the Office are not available (Section 710(a)(v)):**

In case of failure of the electronic systems when an international application is filed with it, the Office will use all means available, such as fax or e-mail, to inform the applicant about procedures to follow as alternatives.

The Office will provide information concerning the availability of the online filing system on its website ([www.dziv.hr/hr](http://www.dziv.hr/hr)).

**As to the certification authorities that are accepted by the Office and the electronic addresses of the certificate policies under which certificates are issued (Section 710(a)(vi)):**

- WIPO customer CA ([www.wipo.int/pct-safe/en/certificates.htm](http://www.wipo.int/pct-safe/en/certificates.htm))
- Certification Authority (CA) for the European Patent Office ([www.epoline.org/security/EPO\\_PKI\\_CPS.pdf](http://www.epoline.org/security/EPO_PKI_CPS.pdf))

**As to the procedures relating to access to the files of international applications filed or stored in electronic form (Section 710(a)(vii)):**

Applications filed via ePCT-Filing can be accessed by the applicant using ePCT.”

## **RS Serbia**

Since 7 January 2002, any receiving Office having the adequate technical systems in place is able to accept the filing of international applications in electronic form in accordance with Part 7 and Annex F of the Administrative Instructions under the PCT containing, respectively, the legal framework and technical standard necessary to enable the implementation of filing and processing in electronic form of international applications, as provided for under PCT Rule 89*bis*.1.

On 12 February 2018, the **Intellectual Property Office (Serbia)**, in its capacity as receiving Office, notified the International Bureau, under PCT Rules 89*bis*.1(d) and 89*bis*.2 and pursuant to Sections 710(a) and 713(b) of the Administrative Instructions under the PCT, that it is prepared to receive and process international applications in electronic form with effect from 1 March 2018, as follows:

### **“As to electronic document formats (Section 710(a)(i)):**

- XML (in general; see Annex F, section 3.1.1.1)
- WIPO Standard ST.25 (for sequence listings; see Annex F, section 3.1.1.2, and Annex C)
- PDF (for files that are referenced by XML files within the international application; see Annex F, section 3.1.2)
- TIFF (for files that are referenced by XML files within the international application; see Annex F, section 3.1.3.1)
- JPEG (for files that are referenced by XML files within the international application; see Annex F, section 3.1.3.2)

### **As to means of transmittal (Section 710(a)(i)):**

- online filing (see Annex F, section 5 and Appendix III, section 2(d))

### **As to electronic document packaging (Section 710(a)(i)):**

- WASP (Wrapped and Signed Package; see Annex F, section 4.2.1)

### **As to electronic filing software (Section 710(a)(i)):**

- ePCT-Filing

### **As to types of electronic signature (Section 710(a)(i)):**

- facsimile and text string types of signatures (see Annex F, sections 3.3.1 to 3.3.2)
- enhanced electronic signature (see Annex F, section 3.3.4)

**As to conditions, rules and procedures relating to electronic receipt (Section 710(a)(ii)):**

The acknowledgement of receipt of any purported international application filed in electronic form with the Office will contain, in addition to the mandatory information required under Section 704(a)(i) to (iv), the names of the electronic files received (see Section 704(a)(v)).

The Office will make every effort to accept an international application in electronic form. It is only if the application is not sent in accordance with the E-filing interoperability protocol (see Annex F, section 5.1) that no acknowledgement of receipt will be generated. Other errors, such as the use of outdated certificates (see Annex F, Appendix II, section 4.4.7), applications infected by viruses or other forms of malicious logic (see Section 708(b)) or certain missing files, are notified to the applicant by inclusion in the notification of receipt.

Where it appears that the notification of receipt sent to the applicant by electronic means of transmittal was not successfully transmitted, the Office will promptly retransmit the notification of receipt by the same or another means (see Section 709(b)).

**As to methods of online payment (Section 710(a)(ii)):**

Online payment is not available.

**As to details concerning help desks (Section 710(a)(ii)):**

The Office has put in place a help desk to answer questions from users of the service. The help desk may be contacted:

- by telephone at: (381-11) 2025 800
- by fax at: (381-11) 311 23 77
- by e-mail at: epct@zis.gov.rs, zis@zis.gov.rs

**As to the kinds of documents which may be transmitted to the Office in electronic form (Section 710(a)(iii)):**

- international applications
- subsequently filed documents for international applications, to the extent supported by the relevant software.

**As to the filing of documents in pre-conversion format (Section 710(a)(iv)):**

The Office will accept the filing of documents in any pre-conversion format together with the international application.

**As to procedures for notification of applicants and procedures which applicants may follow as alternatives when the electronic systems of the Office are not available (Section 710(a)(v)):**

In case of failure of the electronic systems when an international application is filed with it, the Office will use all means available, such as fax or e-mail, to inform the applicant about procedures to follow as alternatives.

The Office will provide information concerning the availability of the online filing system on its website ([www.zis.gov.rs](http://www.zis.gov.rs)).

**As to the certification authorities that are accepted by the Office and the electronic addresses of the certificate policies under which certificates are issued (Section 710(a)(vi)):**

- WIPO customer CA ([www.wipo.int/pct-safe/en/certificates.htm](http://www.wipo.int/pct-safe/en/certificates.htm))
- Certification Authority (CA) for the European Patent Office ([www.epoline.org/security/EPO\\_PKI\\_CPS.pdf](http://www.epoline.org/security/EPO_PKI_CPS.pdf))

**As to the procedures relating to access to the files of international applications filed or stored in electronic form (Section 710(a)(vii)):**

Applications filed via ePCT-Filing can be accessed by the applicant using ePCT.”

## **OFFICIAL NOTICES (PCT GAZETTE)**

**1 March 2018**

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## FEES PAYABLE UNDER THE PCT

### JP Japan

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **Korean won (KRW)** has been established for the search fee for an international search carried out in Japanese by the **Japan Patent Office**. This amount, applicable from 1 April 2018, is KRW 666,000.

[Updating of Annex D(JP) of the *PCT Applicant's Guide*]

## DEPOSITS OF MICROORGANISMS AND OTHER BIOLOGICAL MATERIAL: INSTITUTIONS WITH WHICH DEPOSITS MAY BE MADE

### MA Morocco

Pursuant to PCT Rule 13bis.7(b), the International Bureau has been notified of a depositary institution having acquired the status of international depositary authority under the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure with which deposits of microorganisms and other biological material may be made, with effect since 20 February 2018, as follows:

Collections Coordonnées Marocaines de Microorganismes, CCMM  
Laboratoire de Microbiologie et Biologie Moléculaire, LMBM  
Centre National pour la Recherche Scientifique et Technique, CNRST  
Angle avenue Allal El Fassi, avenue des FAR, Quartier Hay Ryad  
B.P. 8027 Nations Unies  
10102 Rabat  
Morocco

[Updating of Annex L of the *PCT Applicant's Guide*]

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## OFFICIAL NOTICES (PCT GAZETTE)

8 March 2018

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The publication Official Notices (PCT Gazette) is part of the Gazette published by the International Bureau of the World Intellectual Property Organization in accordance with Article 55(4) of the Patent Cooperation Treaty (PCT) and Rule 86 of the Regulations under the PCT.

**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

**EP European Patent Organisation**

**Agreement between the European Patent Organisation and the International Bureau of the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex D**

The **European Patent Office** has notified the International Bureau, in accordance with Article 11(3)(iii) of the above-mentioned Agreement, of amendments to Part I of Annex D thereof. These amendments will enter into force on 1 April 2018. The amended Annex D will read as follows:

**“Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (euro)</b>
Search fee (Rule 16.1(a))	1,775 <sup>2</sup>
Additional fee (Rule 40.2(a))	1,775 <sup>2</sup>
Supplementary search fees (Rule 45 <i>bis</i> .3(a))	1,775 <sup>2</sup>
Preliminary examination fee (Rule 58.1(b))	1,830 <sup>2</sup>
Additional fee (Rule 68.3(a))	1,830 <sup>2</sup>
Protest fee (Rules 40.2(e) and 68.3(e))	[No change]
Review fee (Rule 45 <i>bis</i> .6(c))	[No change]
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	[No change]

**Part II. [No change]”**

<sup>1</sup> The Agreement will soon be available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_ep.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_ep.pdf).

<sup>2</sup> This fee is reduced by 75% under certain conditions (see decision of the EPO’s Administrative Council of 21 October 2008 (OJ EPO 11/08, 521)). See Part II, paragraph (4), for further details.

## INFORMATION ON CONTRACTING STATES

### BR Brazil

The **National Institute of Industrial Property (Brazil)** has notified a change in its location and mailing address, which is now as follows:

Location and mailing address:	Rua Mayrink Veiga, 9, 6 <sup>o</sup> andar, Centro, Rio de Janeiro, RJ – CEP 20.090-910 Brazil
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[Updating of Annex B1(BR) of the *PCT Applicant's Guide*]

### KH Cambodia

The **Department of Industrial Property of Cambodia (DIPC)** has notified an additional type of protection available via the PCT – since 1 March 2018, European patents may be validated in Cambodia for international applications filed on or after that date.

[Updating of Annex B1(KH) of the *PCT Applicant's Guide*]

### VN Viet Nam

The **National Office of Industrial Property (Viet Nam)** has notified changes in the name of the Office as well as in its location, telephone and facsimile numbers and e-mail and internet addresses, which are now as follows:

Name of Office:	National Office of Intellectual Property of Viet Nam (NOIP)
Location:	384-386 Nguyen Trai Street, Thanh Xuan District, Ha Noi, Viet Nam
Telephone:	(84-24) 3557 20 91, 3558 82 17, 3858 30 69
Facsimile:	(84-24) 3557 20 90, 3858 84 49
E-mail:	congngethongtin@noip.gov.vn vietnamipo@noip.gov.vn
Internet:	www.noip.gov.vn

[Updating of Annex B1(VN) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### BR Brazil

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **Swiss franc (CHF)** and **euro (EUR)** have been established for the search fee for an international search carried out by the **National Institute of Industrial Property (Brazil)**. These amounts, applicable from 1 April 2018, are CHF 489 and EUR 419 when filing online, and CHF 732 and EUR 628 when filing on paper.

[Updating of Annex D(BR) of the *PCT Applicant's Guide*]

### EP European Patent Organisation

The **European Patent Office (EPO)** has notified new amounts of fees in **euro (EUR)**, payable to it as International Searching Authority. These amounts, applicable from 1 April 2018, are as follows:

Search fee (PCT Rule 16.1(a)):	EUR	1,775
Additional search fee (PCT Rule 40.2(a)):	EUR	1,775

[Updating of Annex D(EP) of the *PCT Applicant's Guide*]

Furthermore, pursuant to PCT Rule 45bis.3(a), a new amount in **Swiss franc (CHF)** has been established for the supplementary search fee for a supplementary international search carried out by the Office. This amount, also applicable from 1 April 2018, is CHF 2,059.

[Updating of Annex SISA(EP) of the *PCT Applicant's Guide*]

In addition, the Office has notified new amounts of fees in **euro (EUR)**, payable to it as International Preliminary Examining Authority. These amounts, also applicable from 1 April 2018, are as follows:

Preliminary examination fee (PCT Rule 58.1(b)):	EUR	1,830
Additional preliminary examination fee (PCT Rule 68.3(a)):	EUR	1,830

[Updating of Annex E(EP) of the *PCT Applicant's Guide*]

Finally, the Office has notified the fee for validating a European Patent in Cambodia, in **euro (EUR)**, payable to it as designated (or elected) Office. The amount of this fee, applicable since 1 March 2018, is EUR 180.

[Updating of the National Chapter, Summary (EP), of the *PCT Applicant's Guide*]

## FI Finland

The **Finnish Patent and Registration Office (PRH)** has notified changes in the components of the national fee, in **euro (EUR)**, payable to it as designated (or elected) Office and applicable from 1 April 2018. The consolidated list of the said components is as follows:

For a patent:

Basic fee: <sup>3</sup>	EUR	500
Basic fee for an electronically-filed application: <sup>3</sup>	EUR	400
Claim fee for each claim in excess of 15: <sup>4</sup>	EUR	50
Additional fee for late furnishing of translation or copy: <sup>5</sup>	EUR	125
Annual fees for the first three years: <sup>6</sup>	EUR	200

For a utility model:

Registration fee: <sup>3</sup>	EUR	250
for an application filed electronically: <sup>3</sup>	EUR	200
Additional fee for each claim in excess of 5: <sup>4</sup>	EUR	20
Additional fee for late furnishing of translation or copy: <sup>5</sup>	EUR	100

[Updating of the National Chapter, Summary (FI), of the *PCT Applicant's Guide*]

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<sup>3</sup> This fee must be paid within the time limit applicable under PCT Article 22 or 39(1).

<sup>4</sup> If not already complied with within the time limit applicable under PCT Article 22 or 39(1), the Office will invite the applicant to comply with the requirement within a time limit fixed in the invitation.

<sup>5</sup> Where the basic fee has been paid within the time limit applicable under PCT Article 22 or 39(1), the translation or copy may be filed within two months from the expiration of that time limit, provided that the additional fee for late furnishing of the translation or copy has been paid within those two months.

<sup>6</sup> The renewal fees for an international application in respect of fee years which have begun before the date on which the application was pursued under section 31 of the Patents Act or was taken up for processing under section 38 of the same Act, or which begin within two months of such date become in no event due until the last day of the month that falls two months after the date on which the application was pursued or otherwise prosecuted.

**IR Islamic Republic of Iran**

The **Intellectual Property Center (Islamic Republic of Iran)** has notified new amounts of fees, in **Iranian rial (IRR)**, payable to it as receiving Office, as follows:

Transmittal fee (PCT Rule 14):	IRR	50.000	(for natural persons)
	IRR	500.000	(for legal persons)

[Updating of Annex C(IR) of the *PCT Applicant's Guide*]

**RECEIVING OFFICES**

**ME Montenegro**

The **Intellectual Property Office (Montenegro)** has notified the International Bureau that, pursuant to PCT Rule 12.1(a), it now accepts Montenegrin, in addition to English, as a language in which international applications may be filed.

[Updating of Annex C(ME) of the *PCT Applicant's Guide*]

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15 March 2018

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**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL SEARCHING AUTHORITIES (SUPPLEMENTARY SEARCH)**

**ES Spain**

**Agreement between the Spanish Patent and Trademark Office and the International Bureau of the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex D**

The **Spanish Patent and Trademark Office** has notified the International Bureau, in accordance with Article 11(3)(iii) of the above-mentioned Agreement, of amendments to Part I of Annex D thereof. These amendments will enter into force on 1 April 2018. The amended Annex D will read as follows:

**“Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (Euro)</b>
Search fee (Rule 16.1(a))	1,775 <sup>2</sup>
Additional fee (Rule 40.2(a))	1,775 <sup>2</sup>
Preliminary examination fee (Rule 58.1(b))	[No change]
Additional fee (Rule 68.3(a))	[No change]
Cost of copies (Rules 44.3(b) and 71.2(b)), per document:	[No change]
Cost of copies (Rules 94.1 <i>ter</i> and 94.2), per page	[No change]

**Part II. [No change]”**

<sup>1</sup> The Agreement is available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_es.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_es.pdf).

<sup>2</sup> This fee is reduced by 75% where the applicant or, if there are two or more applicants, each applicant is a natural person or a legal entity and is a national of and resides in a State not party to the European Patent Convention and which is classified by the World Bank in the group of countries of “low income”, “lower middle income” or “upper middle income”.

**FI Finland**

**Agreement between the Finnish Patent and Registration Office and the International Bureau of the World Intellectual Property Organization<sup>3</sup> – Amendment to Annex D**

The **Finnish Patent and Registration Office** has notified the International Bureau, in accordance with Article 11(3)(iii) of the above-mentioned Agreement, of amendments to Part I of Annex D thereof. These amendments will enter into force on 1 April 2018. The amended Annex D will read as follows:

**“Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (Euro)</b>
Search fee (Rule 16.1(a))	1,775
Additional fee (Rule 40.2(a))	1,775
Supplementary search fees (Rule 45 <i>bis</i> .3(a))	1,775
Preliminary examination fee (Rule 58.1(b))	[No change]
Additional fee (Rule 68.3(a))	[No change]
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	[No change]
Cost of copies (Rules 44.3(b), 45 <i>bis</i> .7(c) and 71.2(b))	[No change]
Cost of copies (Rule 94.1 <i>ter</i> and Rule 94.2), per page	0.60

**Part II. [No change]”**

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<sup>3</sup> The Agreement is available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_fi.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_fi.pdf).

## JP Japan

The **Japan Patent Office** has specified the types of electronic medium it accepts for the furnishing of nucleotide and/or amino acid sequence listings in electronic form as follows:

Does the Authority require that a nucleotide and/or amino acid sequence listing be furnished in electronic form (PCT Rule 13*ter*.1)?      Yes

Which types of electronic medium does the Authority require?      Diskette, CD-R

[Updating of Annexes D(JP) of the *PCT Applicant's Guide*]

## RU Russian Federation

The **Federal Service for Intellectual Property (Rospatent) (Russian Federation)** has specified the types of electronic medium it accepts for the furnishing of nucleotide and/or amino acid sequence listings in electronic form as follows:

Does the Authority require that a nucleotide and/or amino acid sequence listing be furnished in electronic form (PCT Rule 13*ter*.1)?      Yes

Which types of electronic medium does the Authority require?      CD-ROM, CD-R, DVD and DVD-R

[Updating of Annexes D(RU) and SISA(RU) of the *PCT Applicant's Guide*]

## XV Visegrad Patent Institute

### **Agreement between the Visegrad Patent Institute and the International Bureau of the World Intellectual Property Organization<sup>4</sup> – Amendment to Annex D**

The **Visegrad Patent Institute** has notified the International Bureau, in accordance with Article 11(3)(iii) of the above-mentioned Agreement, of amendments to Part I of Annex D thereof. These amendments will enter into force on 1 April 2018. The amended Annex D will read as follows:

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<sup>4</sup> The Agreement is available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_xv.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_xv.pdf).

**“Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (Euro)</b>
Search fee (Rule 16.1(a))	1,775
Additional fee (Rule 40.2(a))	1,775
Supplementary search fee (Rule 45 <i>bis</i> .3(a)), full search	1,775
Supplementary search fee (Rule 45 <i>bis</i> .3(a)), for searches only on the documents in Czech, Hungarian, Polish and Slovak held in the search collection the Authority	[No change]
Preliminary examination fee (Rule 58.1(b))	[No change]
Late payment fee for preliminary examination	[No change]
Additional fee (Rule 68.3(a))	[No change]
Protest fee (Rules 40.2(e) and 68.3(e))	[No change]
Review fee (Rule 45 <i>bis</i> .6(c))	[No change]
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	[No change]
Cost of copies (Rules 44.3(b), 71.2(b), 94.1 <i>ter</i> and 94.2), per page	[No change]

**Part II. [No change]”**

**INFORMATION ON CONTRACTING STATES AND INTERGOVERNMENTAL ORGANIZATIONS**

**IB International Bureau**

The **International Bureau of the World Intellectual Property Organization (IB)** has notified a change in one of its e-mail addresses, which is now as follows:

pct.eservices@wipo.int (PCT eServices Help Desk)

[Updating of Annex B2(IB) of the *PCT Applicant’s Guide*]

## UZ Uzbekistan

The **State Patent Office of Uzbekistan** has notified changes in the name of the Office, as well as in its location and mailing address, telephone and facsimile numbers and e-mail and internet addresses, which are now as follows:

Name of Office:	Agency on Intellectual Property of the Republic of Uzbekistan
Location and mailing address:	Mustakillik avenue, 59 100000, Tashkent Uzbekistan
Telephone:	(998-71) 232 50 50
Facsimile machine:	(998-71) 233 50 05
E-mail:	info@ima.uz
Internet:	www.ima.uz

[Updating of Annex B1(UZ) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### EP European Patent Organisation

Pursuant to PCT Rule 16.1(d), new equivalent amounts of the search fee have been established in **Swiss franc (CHF)**, **Danish krone (DKK)**, **pound sterling (GBP)**, **Hungarian forint (HUF)**, **Icelandic krona (ISK)**, **Japanese yen (JPY)**, **Norwegian krone (NOK)**, **New Zealand dollar (NZD)**, **Swedish krona (SEK)**, **Singapore dollar (SGD)**, **US dollar (USD)** and **South African rand (ZAR)**. These amounts, applicable from 1 April 2018, are as follows:

CHF	2,059
DKK	13,210
GBP	1,552
HUF	550,400
ISK	221,900
JPY	242,100
NOK	16,990
NZD	3,007
SEK	17,390
SGD	2,900
USD	2,207
ZAR	26,320

[Updating of Annex D(EP) of the *PCT Applicant's Guide*]

## ES Spain

The **Spanish Patent and Trademark Office** has notified new amounts of the search fee (PCT Rule 16.1(a)) and of the additional search fee (PCT Rule 40.2(a)), in **euro (EUR)**, payable to it as International Searching Authority. These amounts, applicable from 1 April 2018, are EUR 1,775 for each of the fees.

Pursuant to PCT Rule 16.1(d), new equivalent amounts of the search fee have been established in **Swiss franc (CHF)** and **US dollar (USD)**. These amounts, applicable from 1 April 2018, are CHF 2,059 and USD 2,207, respectively.

[Updating of Annex D(ES) of the *PCT Applicant's Guide*]

## FI Finland

The **National Board of Patents and Registration of Finland** has notified new amounts of the search fee (PCT Rule 16.1(a)) and of the additional search fee (PCT Rule 40.2(a)), in **euro (EUR)**, payable to it as International Searching Authority. These amounts, applicable from 1 April 2018, are EUR 1,775 for each of the fees.

Pursuant to PCT Rule 16.1(d), new equivalent amounts of the search fee have been established in **Swiss franc (CHF)** and **US dollar (USD)**. These amounts, applicable from 1 April 2018, are CHF 2,059 and USD 2,207, respectively.

[Updating of Annex D(FI) of the *PCT Applicant's Guide*]

Furthermore, pursuant to PCT Rule 45bis.3(a), a new amount in **Swiss franc (CHF)** has been established for the supplementary search fee for a supplementary international search carried out by the Office. This amount, applicable from 1 April 2018, is CHF 2,059.

[Updating of Annex SISA(FI) of the *PCT Applicant's Guide*]

Finally, the Office has notified a fee for copies of documents contained in the file of the international application (Rule 94.1*ter*), in **euro (EUR)**, payable to it as International Searching Authority and applicable from 1 April 2018. The amount of the fee is EUR 0.60 per page.

[Updating of Annex D(FI) and SISA(FI) of the *PCT Applicant's Guide*]

## SE Sweden

The **Swedish Patent and Registration Office** has notified new amounts of the search fee (PCT Rule 16.1(a)) and of the additional search fee (PCT Rule 40.2(a)) in **Swedish krona (SEK)**, and new equivalent amounts of the search fee in **Swiss franc (CHF)**, **Danish krone (DKK)**, **euro (EUR)**, **Icelandic krona (ISK)**, **Norwegian krone (NOK)** and **US dollar (USD)**, applicable from 1 April 2018 and payable for an international search carried out by the Office, as follows:

Search fee:	SEK 17,390
	CHF 2,059
	DKK 13,210
	EUR 1,775
	ISK 221,900
	NOK 16,990
	USD 2,207
Additional search fee:	SEK 17,390

[Updating of Annex D(SE) of the *PCT Applicant's Guide*]

Furthermore, the Office has notified a new amount of the supplementary search fee (PCT Rule 45bis.3(a)), in **Swiss franc (CHF)**, payable for a supplementary international search carried out by the Office. This amount, applicable from 1 April 2018, is CHF 2,059.

[Updating of Annex SISA(SE) of the *PCT Applicant's Guide*]

## TR Turkey

New amounts in **Turkish lira (TRY)** have been established for the search fee (PCT Rule 16.1(a)) and the additional search fee (PCT Rule 40.2(a)) payable to the **Turkish Patent and Trademark Office (Turkpatent)** as International Searching Authority. These amounts, applicable from 1 April 2018, are TRY 8,290 for each of the fees.

Pursuant to PCT Rule 16.1(d), new equivalent amounts of the search fee have been established in **euro (EUR)**, **Swiss franc (CHF)** and **US dollar (USD)**. These amounts, applicable from 1 April 2018, are as follows:

EUR	1,775
CHF	2,059
USD	2,207

[Updating of Annex D(TR) of the *PCT Applicant's Guide*]

Furthermore, pursuant to PCT Rule 45bis.3(a), a new amount in **Swiss franc (CHF)** has been established for the supplementary search fee for a full supplementary international search carried out by the Office. This amount, applicable from 1 April 2018, is CHF 2,059.

[Updating of Annex SISA(TR) of the *PCT Applicant's Guide*]

## **VN Viet Nam**

The **National Office of Intellectual Property of Viet Nam (NOIP)** has notified a new amount of the transmittal fee, in **Vietnamese dong (VND)**, applicable since 1 January 2017 and payable to it as receiving Office, as follows:

Transmittal fee (PCT Rule 14): VND 300,000

Moreover, the office notified the deletion of the fee for priority document (PCT Rule 17.1(b)).

[Updating of Annex C(VN) of the *PCT Applicant's Guide*]

Furthermore, the Office has notified changes to the components of the national fee, in **Vietnamese dong (VND)**, payable to it as designated (or elected) Office. The consolidated list of the said components is as follows:

Filing fee:	VND 150,000
Fee for priority claims per priority:	VND 600,000
Fee for requesting formality and substantive examination:	VND 900,000
Additional fee for each sheet in excess of six:	VND 40,000
Search fee:	VND 600,000
Fee for publication:	VND 120,000
Additional fee for each drawing in excess of one:	VND 60,000
Additional fee for each page in excess of six:	VND 10,000

[Updating of the National Chapter, Summary (VN), of the *PCT Applicant's Guide*]

## XN Nordic Patent Institute

New amounts in **Danish kroner (DKK)** have been established for the search fee (PCT Rule 16.1(a)) and the additional search fee (PCT Rule 40.2(a)) payable to the **Nordic Patent Institute** as International Searching Authority. These amounts, applicable from 1 April 2018, are DKK 13,210 for each of the fees.

Pursuant to PCT Rule 16.1(d), new equivalent amounts of the search fee have been established in **euro (EUR)**, **Icelandic krona (ISK)**, **Norwegian krone (NOK)**, **Swedish krona (SEK)**, **Swiss franc (CHF)** and **US dollar (USD)**. These amounts, applicable from 1 April 2018, are as follows:

ISK	221,900
NOK	16,990
SEK	17,390
USD	2,207
EUR	1,775
CHF	2,059

[Updating of Annex D(XN) of the *PCT Applicant's Guide*]

Furthermore, pursuant to PCT Rule 45bis.3(a), a new amount in **Swiss franc (CHF)** has been established for the supplementary search fee for a full supplementary international search carried out by the Office. This amount, applicable from 1 April 2018, is CHF 2,059.

[Updating of Annex SISA(XN) of the *PCT Applicant's Guide*]

## XV Visegrad Patent Institute

The **Visegrad Patent Institute** has notified new amounts of the search fee (PCT Rule 16.1(a)) and of the additional search fee (PCT Rule 40.2(a)), in **euro (EUR)**, payable to it as International Searching Authority. These amounts, applicable from 1 April 2018, are EUR 1,775 for each of the fees.

Pursuant to PCT Rule 16.1(d), new equivalent amounts of the search fee have been established in **Hungarian forint (HUF)**, **Swiss franc (CHF)** and **US dollar (USD)**. These amounts, applicable from 1 April 2018, are HUF 550,400, CHF 2,059 and USD 2,207, respectively.

[Updating of Annex D(XV) of the *PCT Applicant's Guide*]

Furthermore, pursuant to PCT Rule 45bis.3(a), a new amount in **Swiss franc (CHF)** has been established for the supplementary search fee for a full supplementary international search carried out by the Office. This amount, applicable from 1 April 2018, is CHF 2,059.

[Updating of Annex SISA(XV) of the *PCT Applicant's Guide*]

## DESIGNATED (OR ELECTED) OFFICES

### CA Canada

The **Canadian Intellectual Property Office** has notified changes concerning the required contents of the translation for entry into the national phase. The consolidated list of the requirements reads as follows:

- under PCT Article 22: description, claims (if amended, as amended only, together with any statement under PCT Article 19), any text matter of drawings, abstract;
- under PCT Article 39(1): description, claims, any text matter of drawings, abstract (if any of those parts has been amended, only as amended by the annexes to the international preliminary examination report);
- under PCT Article 22 or 39(1): a translation of the request is only required if the national application is filed prior to the publication of the international application. This may be the case where the applicant expressly requests an earlier start of the national phase under PCT Article 23(2).

The Office also notified changes in its requirements as to whether a copy of the international application is required – the applicant is only required to send a copy of the international application if the national application is filed prior to the publication of the international application. This may be the case where the applicant expressly requests an earlier start of the national phase under PCT Article 23(2).

[Updating of the National Chapter, Summary (CA), of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

**22 March 2018**

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## FEES PAYABLE UNDER THE PCT

### BY Belarus

The **National Center of Intellectual Property (Belarus)** has informed the International Bureau that since 1 July 2016, there has been a new currency unit in Belarus. The three letter currency code for the **Belarusian rouble**, should now read: **BYN** (replacing the previous three letter currency code: BYR).

Furthermore, the Office has notified new amounts of several fees, in **Belarusian rouble (BYN)**, payable to it as receiving Office and applicable since 1 January 2017, as follows:

Fee for the priority document (PCT Rule 17.1(b)):	BYN 36.50	per copy, up to 35 pages, plus
	BYN 18.50	for each additional copy, provided that the copies are prepared simultaneously, plus
	BYN 0.60	additionally, per page in excess of 35
Fee for requesting restoration of the right of priority (PCT Rule 26bis.3(d)):	BYN 92	

[Updating of Annexes C(BY) and of the National Chapter, Summary (BY) of the *PCT Applicant's Guide*]

## GB United Kingdom

The **Intellectual Property Office<sup>1</sup> (United Kingdom)** has notified changes in the components of the national fee, in **Pound sterling (GBP)**, payable to it as designated (or elected) Office and applicable as from 6 April 2018. The consolidated list of the said components is as follows:

Search fee:<sup>2</sup>

Where a search has already been made by an International Searching Authority:	GBP	150 <sup>3</sup>
In other cases:	GBP	180 <sup>3</sup>
Substantive examination fee: <sup>4</sup>	GBP	130 <sup>3</sup>
Excess claims fee (for each claim over 25):	GBP	20 <sup>5</sup>
Excess pages fee (for each page of description over 35):	GBP	10 <sup>5</sup>

Moreover, the office notified a new amount in the reduction of the search fee or examination fee where a request for search or substantive examination is filed in electronic form using a method of electronic communication accepted by the Office. This new amount is GBP 30.

[Updating of the National Chapter, Summary (GB), of the *PCT Applicant's Guide*]

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<sup>1</sup> Intellectual Property Office is an operating name of the Patent Office.

<sup>2</sup> Due within 33 months from the priority date. Where the applicant expressly requests early entry into the national phase, the fee is due within 12 months from the priority date, or two months from the date on which the conditions for early entry are satisfied, whichever is the later.

<sup>3</sup> This fee is reduced by GBP 30 when search/substantive examination is requested electronically.

<sup>4</sup> Due within 33 months from the priority date.

<sup>5</sup> Excess claims and excess pages fees may also be payable at grant if your claims and pages increase during the processing of your application. If this is the case, the Office will invite you to pay a grant fee by filing a Form 34.

**US United States of America**

The **United States Patent and Trademark Office (USPTO)** has notified new amounts of the fee for requesting restoration of the right of priority under PCT Rule 26bis.3(d), in **US dollar (USD)**, payable to it as receiving Office. These amounts, applicable since 16 January 2018, are as follows:

For other than a small or micro entity:	USD 2,000
For a small entity:	USD 1,000
For a micro entity:	USD 500

[Updating of Annex C(US) of the *PCT Applicant's Guide*]

The Office has also notified changes to components of the national fee,<sup>6</sup> in **US dollar (USD)**, payable to it as designated (or elected) Office. These changes are also applicable from 16 January 2018. The consolidated list of the said components is as follows (the first amounts in parentheses are applicable in case of filing by a small entity,<sup>7</sup> and the second amounts in parentheses are applicable in case of filing by a micro entity):<sup>8</sup>

Basic national fee: <sup>9</sup>	USD	300	(150)	(75)
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<sup>6</sup> The amounts of these fees change periodically. The United States Patent and Trademark Office or the current USPTO Fee Schedule at: [www.uspto.gov/about/offices/cfo/finance/fees.jsp](http://www.uspto.gov/about/offices/cfo/finance/fees.jsp) should be consulted for the applicable amounts.

<sup>7</sup> The amount in parentheses is applicable in case of filing by a “small entity” (see paragraphs US. 19-1).

<sup>8</sup> The amount in parentheses is applicable in case of filing by a “micro entity” (see paragraphs US. 19-21).

<sup>9</sup> Must be paid within the time limit applicable under PCT Article 22 or 39(1).

Search fee:<sup>10</sup>

– IPRP prepared by the IPEA/US or the written opinion was prepared by the ISA/US, all claims presented satisfied provisions of PCT Article 33(1) to (4):	USD	0	0	0
– International search fee paid to the USPTO as ISA:	USD	140	(70)	(35)
– Search report has been prepared by an ISA other than the US and is provided or has been previously communicated by the IB to the USPTO:	USD	520	(260)	(130)
– All other situations:	USD	660	(330)	(165)

Examination fee:<sup>10</sup>

– IPRP prepared by the IPEA/US or the written opinion was prepared by the ISA/US, all claims presented satisfied provisions of PCT Article 33(1) to (4):	USD	0	0	0
– All other situations:	USD	760	(380)	(190)

For every 50 sheets or fraction thereof of the specification and drawings that exceeds 100 sheets (excluding any sequence listing or computer program listing filed in an electronic medium):	USD	400	(200)	(100)
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Additional fee for each claim in independent form in excess of three: <sup>10</sup>	USD	460	(230)	(115)
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Additional fee for each claim, independent or dependent, in excess of 20: <sup>10</sup>	USD	100	(50)	(25)
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In addition, if the application contains one or more multiple dependent claims, per application: <sup>10</sup>	USD	820	(410)	(205)
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Surcharge for paying any of the search fee, the examination fee, or filing the oath or declaration after the date of commencement of the national stage: <sup>10</sup>	USD	140	(70)	(35)
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Processing fee for filing English-language translation after the expiration of the time limit applicable under PCT Article 22 or 39(1): <sup>10</sup>	USD	140	(70)	(35)
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<sup>10</sup> If not paid with the basic national fee, the USPTO will invite the applicant to pay the fee within a time period fixed in the invitation.

Mega-Sequence Listing filing fee:

- submission of sequence listing of  
300 MB to 8000 MB: USD 1,000 (500) (250)
- submission of sequence listing  
of more than 800 MB: USD 10,000 (5,000) (2,500)

[Updating of National Chapter, Summary (US), of the *PCT Applicant's Guide*]

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## OFFICIAL NOTICES (PCT GAZETTE)

29 March 2018

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The publication Official Notices (PCT Gazette) is part of the Gazette published by the International Bureau of the World Intellectual Property Organization in accordance with Article 55(4) of the Patent Cooperation Treaty (PCT) and Rule 86 of the Regulations under the PCT.

**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

**US United States of America**

**Agreement between the United States Patent and Trademark Office (USPTO) and the International Bureau of the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex D**

The **United States Patent and Trademark Office (USPTO)** has notified the International Bureau, in accordance with Article 11(2) of the above-mentioned Agreement, of amendments to Part I of Annex D thereof. These amendments entered into force on 16 January 2018. The amended Annex D reads as follows:

**“Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (United States dollars)</b>
Search fee (Rule 16.1(a))	[No change]
Additional fee (Rule 40.2(a))	[No change]
Preparation of an international type search report on a United States national application	[No change]
Preliminary examination fee (Rule 58.1(b))	
– where the international search fee has been paid on the international application to the Authority	[No change]
– where the international search was carried out by another Authority	760 <sup>2</sup>
Additional fee (Rule 68.3(a))	[No change]
Late furnishing fee for sequence listings (Rules 13 <sup>ter</sup> .1(c) and 13 <sup>ter</sup> .2))	300 <sup>2</sup>

<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_us.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_us.pdf).

<sup>2</sup> This fee is reduced by 50% in the case of filing by a “small entity” and by 75% in the case of filing by a “micro entity”. For further details on the entitlement to and the establishment of “small entity” status, see [www.uspto.gov/web/offices/pac/mpep/s509.html#d0e30961](http://www.uspto.gov/web/offices/pac/mpep/s509.html#d0e30961) and 37 CFR 1.27 at: [www.uspto.gov/web/offices/pac/mpep/consolidated\\_rules.pdf](http://www.uspto.gov/web/offices/pac/mpep/consolidated_rules.pdf). For further details on the entitlement to and the establishment of “micro entity” status, see [www.uspto.gov/web/offices/pac/mpep/s509.html#ch500\\_d1ff69\\_210b3\\_1ca](http://www.uspto.gov/web/offices/pac/mpep/s509.html#ch500_d1ff69_210b3_1ca) and 37 CFR 1.29 at: [www.uspto.gov/web/offices/pac/mpep/consolidated\\_rules.pdf](http://www.uspto.gov/web/offices/pac/mpep/consolidated_rules.pdf). These details shall be subject to change by the Authority at its discretion.

Cost of copies (Rules 44.3 and 71.2)<sup>3</sup>

– US patent, per copy [No change]

Cost of copies (Rules 94.1 *ter* and 94.2)

– US patent, per copy [No change]

– non-US patent document, per copy [No change]

**Part II. [No change]”**

**INFORMATION ON CONTRACTING STATES**

**NL Netherlands**

The **Netherlands Patent Office** has notified a change in its telephone number, as follows:

Telephone: (31-88) 042 66 60

[Updating of Annex B1(NL) of the *PCT Applicant's Guide*]

**FEES PAYABLE UNDER THE PCT**

**EP European Patent Organisation**

The **European Patent Office (EPO)** has notified changes to the conditions for refund of the search fee where the international search report drawn up by the Office is based on an earlier search report prepared by the Office on an application whose priority is claimed for the international application – since 1 December 2017, earlier searches give rise to a refund as follows:

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<sup>3</sup> The applicant receives, together with the international search report, a copy of each cited document that is not a US patent document or a published international application. The applicant receives, together with the international preliminary examination report, a copy of each cited document not cited in the international search report that is not US patent document or a published international application. Electronic copies of these documents may be viewed at the USPTO's website ([www.uspto.gov/patents-application-process/search-patents](http://www.uspto.gov/patents-application-process/search-patents)) and printed for free. Copies can also be purchased online or obtained from the USPTO Office of Public Records.

– for a European search (EPC Article 92), an international search (PCT Article 15(1)), a supplementary international search (PCT Rule 45*bis*) or a search made on behalf of a national Office on a national application (BE,<sup>4</sup> CY, FR, GR, IT, LT, LU, LV,<sup>5</sup> MC,<sup>5</sup> MT, NL,<sup>4</sup> SM, TR):

– full benefit: refund of 100%

– partial benefit: refund of 25%

– for an international-type search (PCT Article 15(5)):

– full benefit: refund of 70%

– partial benefit: refund of 17.5%

[Updating of Annex D(EP) of the *PCT Applicant's Guide*]

## US Unites States of America

The **United States Patent and Trademark Office (USPTO)** has notified a new fee, in **US dollar (USD)**, payable to it as international searching and international preliminary examining authorities, with effect since 16 January 2018.

Late furnishing fee for providing  
a sequence listing in response to  
an invitation under PCT Rule 13*ter* USD 300

[Updating of Annexes D and E(US) of the *PCT Applicant's Guide*]

Furthermore, the Office notified a new amount for the preliminary examination fee (Rule 58.1(b)) where the international search was carried out by another Authority. This new amount, also applicable since 16 January 2018, is USD 760.

[Updating of Annex E(US) of the *PCT Applicant's Guide*]

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<sup>4</sup> Includes international-type searches covered by an agreement between the Authority and that Office.

<sup>5</sup> Applies to search requests in respect of national applications filed as of 1 October 2016 for Latvia and as of 1 April 2017 for Monaco.

## RECEIVING OFFICES

### TT Trinidad and Tobago

The **Intellectual Property Office, Ministry of the Attorney General and Legal Affairs (Trinidad and Tobago)** has specified the National Institute of Industrial Property (Chile), in addition to the Austrian Patent Office, the European Patent Office (EPO), the Swedish Patent and Registration Office and the United States Patent and Trademark Office (USPTO), as competent International Searching and Preliminary Examining Authority for international applications filed by nationals and residents of Trinidad and Tobago with the Intellectual Property Office, Ministry of the Attorney General and Legal Affairs (Trinidad and Tobago), or with the International Bureau, with effect since 22 February 2018.

[Updating of Annex C(TT) of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

**5 April 2018**

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## INFORMATION ON CONTRACTING STATES

### US United States of America

The **United States Patent and Trademark Office (USPTO)** has notified a change in one of its facsimile numbers, which is now as follows:

Facsimile machine:	(1-571) 273 83 00 (PCT Operations - only available for certain documents) <sup>1</sup>
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[Updating of Annex B(US) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### BG Bulgaria

The **Patent Office of the Republic of Bulgaria** has notified new amounts of several components of the national fee, in **Bulgarian lev (BGN)**, payable to it as designated (or elected) Office and applicable since 12 December 2017, as follows:

For a patent:

Filing fee: <sup>2</sup>	BGN	40
Publication fee:	BGN	70

For a utility model:

Filing fee: <sup>2</sup>	BGN	40
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[Updating of the National Chapter, Summary (BG), of the *PCT Applicant's Guide*]

### CA Canada

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **euro (EUR)** has been established for the search fee for an international search carried out by the **Canadian Patent Office**. This amount, applicable from 1 June 2018, is EUR 1,012.

[Updating of Annex D(CA) of the *PCT Applicant's Guide*]

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<sup>1</sup> For details of which documents may be sent by facsimile, see “Does the Office accept the filing of documents by means of telecommunication (PCT Rule 92.4)?”.

<sup>2</sup> This fee must be paid within the time limit applicable under PCT Article 22 or 39(1).

## **JP Japan**

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **Korean won (KRW)** has been established for the search fee for an international search carried out in Japanese by the **Japan Patent Office**. This amount, applicable from 1 June 2018, is KRW 712,000.

Furthermore, new equivalent amounts in **US dollar (USD)** have been established for the search fee for an international search carried out by the **Japan Patent Office**. These amounts, also applicable from 1 June 2018, are USD 657 for searches carried out in Japanese and USD 1,465 for searches carried out in English.

[Updating of Annex D(JP) of the *PCT Applicant's Guide*]

## **RESTORATION OF RIGHT OF PRIORITY BY RECEIVING OFFICES**

### **TR Turkey**

Under PCT Rule 26bis.3(i), the **Turkish Patent and Trademark Office (Turkpatent)** has informed the International Bureau that, since 10 January 2017, it applies the “due care” criterion to requests for restoration of the right of priority.

[Updating of Annex C(TR) of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

**26 April 2018**

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## FEES PAYABLE UNDER THE PCT

### AU Australia

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **euro (EUR)** has been established for the search fee for an international search carried out by the **Australian Patent Office**. This amount, applicable from 1 June 2018, is EUR 1,376.

[Updating of Annex D(AU) of the *PCT Applicant's Guide*]

### CN China

The **State Intellectual Property Office of the People's Republic of China** has notified a new fee, in **Yuan renminbi (CNY)**, payable to it as receiving office, since 1 July 2016.

Fee for copies of documents  
contained in the file of the  
international application  
(PCT Rule 94.1*bis*), per page:                      CNY              2

[Updating of Annex C(CN) of the *PCT Applicant's Guide*]

## RECEIVING OFFICES

### IS Iceland

The **Icelandic Patent Office** has notified that, from 1 May 2018, it will no longer accept the filing of international applications using the PCT-SAFE software.

[Updating of Annex C(IS) of the *PCT Applicant's Guide*]

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## OFFICIAL NOTICES (PCT GAZETTE)

3 May 2018

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The publication Official Notices (PCT Gazette) is part of the Gazette published by the International Bureau of the World Intellectual Property Organization in accordance with Article 55(4) of the Patent Cooperation Treaty (PCT) and Rule 86 of the Regulations under the PCT.

## INTERNATIONAL SEARCHING AUTHORITIES INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES

### KR Republic of Korea

The **Korean Intellectual Property Office** has specified the types of electronic medium it accepts for the furnishing of nucleotide and/or amino acid sequence listings in electronic form as follows:

Does the Authority require that a nucleotide and/or amino acid sequence listing be furnished in electronic form (PCT Rule 13ter)?	Yes
Which types of electronic medium does the Authority require?	Diskette, CD-ROM, CD-R, DVD and DVD-R

[Updating of Annex D(KR) of the *PCT Applicant's Guide*]

## INFORMATION ON CONTRACTING STATES

### MK The former Yugoslav Republic of Macedonia

The **State Office of Industrial Property (the former Yugoslav Republic of Macedonia)** has notified changes in its location, telephone number and e-mail address, which are now as follows:

Location:	Boulevard October 11, no. 25 1000 Skopje The Former Yugoslav Republic of Macedonia
Telephone:	(389-2) 310 36 01
E-mail:	info@ippo.gov.mk

[Updating of Annex B1(MK) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### SG Singapore

The **Intellectual Property Office of Singapore** has notified the amount for the fee for the priority document submitted in electronic form, in **Singapore dollar (SGD)**, payable to it as receiving Office. This amount is:

Fee for priority document (Rule 17.1(b)):	SGD	28	(electronic copy)
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[Updating of Annex C(SG) of the *PCT Applicant's Guide*]

## DESIGNATED (OR ELECTED) OFFICES

### KR Republic of Korea

The **Korean Intellectual Property Office** has notified a change concerning its requirements as to who can act as agent before it – any registered patent attorney or legal representative can now act as such.

[Updating of the National Chapter, Summary (KR), of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

**17 May 2018**

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## INFORMATION ON CONTRACTING STATES

### BE Belgium

The Internet address of the **Intellectual Property Office (Belgium)** has changed and is now as follows:

<https://economie.fgov.be/fr/themes/propriete-intellectuelle/institutions-et-acteurs/office-belge-de-la-propriete>

[Updating of Annex B1(BE) of the *PCT Applicant's Guide*]

### NO Norway

The **Norwegian Industrial Property Office** has notified a change in its mailing address, which is now as follows:

Mailing address: Postboks 4863 Nydalen,  
0422 Oslo  
Norway

[Updating of Annex B1(NO) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### BR Brazil

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **US dollar (USD)** have been established for the search fee for an international search carried out by the **National Institute of Industrial Property (Brazil)**. These amounts, applicable from 1 July 2018, are USD 484 when filing online and USD 725 when filing on paper.

[Updating of Annex D(BR) of the *PCT Applicant's Guide*]

### CN China

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **US dollar (USD)** has been established for the search fee for an international search carried out by the **State Intellectual Property Office of the People's Republic of China**. This amount, applicable from 1 July 2018, is USD 335.

[Updating of Annex D(CN) of the *PCT Applicant's Guide*]

## IS Iceland

New equivalent amounts in **Icelandic krona (ISK)** have been established for the international filing fee and the fee per sheet in excess of 30, pursuant to PCT Rule 15.2(d), as well as for reductions under item 4 of the PCT Schedule of Fees. These amounts, applicable from 1 July 2018, are as follows:

International filing fee:	ISK	137,200
Fee per sheet in excess of 30:	ISK	1,500
Reductions (under PCT Schedule of Fees, item 4):		
– Electronic filing (the request being in character coded format):	ISK	20,600
– Electronic filing (the request, description, claims and abstract being in character coded format):	ISK	31,000

[Updating of Annex C(IS) of the *PCT Applicant's Guide*]

## SE Sweden

The **Swedish Patent and Registration Office** has notified a new amount of one of the components of the national fee, in **Swedish krona (SEK)**, applicable since 14 February 2018, as follows:

Annual fee for the first three years: <sup>1</sup>	SEK	1,400
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[Updating of the National Chapter, Summary (SE), of the *PCT Applicant's Guide*]

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<sup>1</sup> This fee is due on the last day of the month containing the second anniversary (24 months) of the international filing date; where PCT Article 22 or 39(1) applies, it is payable within two months after performing the acts for entering the national phase, unless the 24-month time limit has not yet expired.

## RECEIVING OFFICES

### TT Trinidad and Tobago – Corrigendum

The date from which the National Institute of Industrial Property (Chile) started to act as competent International Searching and Preliminary Examining Authority for international applications filed by nationals and residents of Trinidad and Tobago with the **Intellectual Property Office, Ministry of the Attorney General and Legal Affairs (Trinidad and Tobago)**, or with the International Bureau, as indicated in the Official Notices (PCT Gazette) of 29 March 2018, page 228, was erroneous. The correct date is 19 March 2018.

[Updating of Annex C(TT) of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

**24 May 2018**

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## INFORMATION ON CONTRACTING STATES

### US United States of America

Because of bad weather conditions, the **United States Patent and Trademark Office (USPTO)** was not open to the public for the purposes of the transaction of official business on Friday 2 March 2018 and Wednesday 21 March 2018.

Consequently, pursuant to PCT Rule 80.5, if the expiration of any period during which any document or fee in connection with an international application was required to reach the Office fell on either of the aforementioned days, that period was extended so as to expire on Monday 5 March 2018 and Thursday 22 March 2018, respectively.

As regards other possible excuses of delay or loss in the mail, due to the above weather conditions, of documents or letters addressed to the Office, see PCT Rules 82.1 and 82*quater*.

## **OFFICIAL NOTICES (PCT GAZETTE)**

**31 May 2018**

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## RECEIVING OFFICES

### PL Poland

The **Patent Office of the Republic of Poland** has notified a change concerning whether an agent is required by it – an agent is required if the applicant has neither a residence nor a principal place of business in Poland, or in another Member State of the European Union or the European Free Trade Association (EFTA).

[Updating of Annex C(PL) of the *PCT Applicant's Guide*]

## DESIGNATED (OR ELECTED) OFFICES

### PL Poland

The **Patent Office of the Republic of Poland** has notified a change concerning one of its special requirements under PCT Rule 51*bis*.1. An appointment of an agent is required if the applicant has neither a residence nor a principal place of business in Poland, or in another Member State of the European Union or the European Free Trade Association (EFTA).

[Updating of the National Chapter, Summary (PL), of the *PCT Applicant's Guide*]

## FILING AND PROCESSING IN ELECTRONIC FORM OF INTERNATIONAL APPLICATIONS: NOTIFICATION BY RECEIVING OFFICES

### SE Sweden

Under PCT Rule 89*bis*.1(d) and Section 710(b) of the Administrative Instructions under the PCT, the **Swedish Patent and Registration Office**, in its capacity as receiving Office, has notified the International Bureau of a number of changes to its notification published in the Official Notifications (PCT Gazette) of 20 February 2014, pages 28 to 30, and in particular, that it will no longer accept international applications in electronic form filed using PCT-SAFE software, with effect from 1 August 2018. Consequently, as from that date, the following notification will replace the aforementioned notification:

**“As to electronic document formats (Section 710(a)(i)):**

- XML (in general; see Annex F, section 3.1.1.1)
- WIPO Standard ST.25 (for sequence listings; see Annex F, section 3.1.1.2, and Annex C)
- PDF (for files that are referenced by XML files within the international application; see Annex F, section 3.1.2)
- TIFF (for files that are referenced by XML files within the international application; see Annex F, section 3.1.3.1)

**As to means of transmittal (Section 710(a)(i)):**

- online filing (see Annex F, section 5 and Appendix III, section 2(d))

**As to electronic document packaging (Section 710(a)(i)):**

- WASP (Wrapped and Signed Package; see Annex F, section 4.2.1)

**As to electronic filing software (Section 710(a)(i)):**

- ePCT-filing
- epoline® software

**As to types of electronic signature (Section 710(a)(i)):**

- facsimile or text string signatures (see Annex F, sections 3.3.1 and 3.3.2, and Appendix III, section 2(i))
- enhanced electronic signature (see Annex F, section 3.3.4)

**As to conditions, rules and procedures relating to electronic receipt (Section 710(a)(ii)):**

The acknowledgement of receipt of any purported international application filed in electronic form with the Office will contain, in addition to the mandatory information required under Section 704(a)(i) to (iv), the names of the electronic files received (see Section 704(a)(v)).

The Office will make every effort to accept an international application in electronic form. It is only if the application is not sent in accordance with the E-filing interoperability protocol (see Annex F, section 5.1) that no acknowledgement of receipt will be generated. Other errors, such as the use of outdated certificates (see Annex F, Appendix II, section 4.4.7), applications infected by viruses or other forms of malicious logic (see Section 708(b)) or certain missing files, are notified to the applicant by inclusion in the notification of receipt.

Where it appears that the notification of receipt sent to the applicant by electronic means of transmittal was not successfully transmitted, the Office will promptly retransmit the notification of receipt by the same or another means (see Section 709(b)).

**As to methods of online payment (Section 710(a)(ii)):**

Online payment is available on the website [www.prv.se](http://www.prv.se).

**As to details concerning help desks (Section 710(a)(ii)):**

The Office has put in place a help desk to answer questions from users of the service. The help desk will be available between 8.00 a.m. and 4.40 p.m. (15 September – 14 May) and between 8.00 a.m. and 4.00 p.m. (15 May – 14 September) CET (Central European Time), Monday to Friday, excluding Swedish public holidays. The help desk may be contacted:

- by phone at: +46 (0) 8 782 26 00
- by e-mail at: biblioteket@prv.se

**As to the kinds of documents which may be transmitted to the Office in electronic form (Section 710(a)(iii)):**

- international applications
- subsequently filed documents for international applications, including the demand, as supported by the relevant software.

**As to the filing of documents in pre-conversion format (Section 710(a)(iv)):**

The Office will accept the filing of documents in any pre-conversion format together with the international application. Documents should preferably not be password protected.

**As to procedures for notification of applicants and procedures which applicants may follow as alternatives when the electronic systems of the Office are not available (Section 710(a)(v)):**

In case of failure of the electronic systems when an international application is filed with it, the Office will use all means available to inform the applicant about procedures to follow as alternatives. Find more information on [www.prv.se/en/](http://www.prv.se/en/).

**As to the certification authorities that are accepted by the Office and the electronic addresses of the certificate policies under which certificates are issued (Section 710(a)(vi)):**

- European Patent Office CA ([www.epoline.org/portal/public](http://www.epoline.org/portal/public))
- WIPO customer CA ([www.wipo.int/pct-safe/en/certificates.htm](http://www.wipo.int/pct-safe/en/certificates.htm))

**As to the procedures relating to access to the files of international applications filed or stored in electronic form (Section 710(a)(vii)):**

No online file inspection by applicants is provided for at present.”

## **OFFICIAL NOTICES (PCT GAZETTE)**

**14 June 2018**

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## FEES PAYABLE UNDER THE PCT

### AU Australia

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **Singapore dollar (SGD)** has been established for the search fee for an international search carried out by the **Australian Patent Office**. This amount, applicable from 1 August 2018, is SGD 2,210.

[Updating of Annex D(AU) of the *PCT Applicant's Guide*]

### BR Brazil

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **euro (EUR)** have been established for the search fee for an international search carried out by the **National Institute of Industrial Property (Brazil)**. These amounts, applicable from 1 August 2018, are EUR 385 when filing online, and EUR 576 when filing on paper.

[Updating of Annex D(BR) of the *PCT Applicant's Guide*]

### CN China

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **Swiss franc (CHF)** has been established for the search fee for an international search carried out by the **State Intellectual Property Office of the People's Republic of China**. This amount, applicable from 1 August 2018, is CHF 331.

[Updating of Annex D(CN) of the *PCT Applicant's Guide*]

### EP European Patent Organisation

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **Swedish krona (SEK)** has been established for the search fee for an international search carried out by the **European Patent Office (EPO)**. This amount, applicable from 1 August 2018, is SEK 18,670.

[Updating of Annex D(EP) of the *PCT Applicant's Guide*]

## KR Republic of Korea

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **euro (EUR)** have been established for the search fee for an international search carried out by the **Korean Intellectual Property Office**. These amounts, applicable from 1 August 2018, are EUR 359 for searches carried out in Korean and EUR 1,038 for searches carried out in English.

[Updating of Annex D(KR) of the *PCT Applicant's Guide*]

## MX Mexico

The **Mexican Institute of Industrial Property** has notified new amounts of the filing fee components of the national fee, in **Mexican peso (MXN)**, payable to it as designated (or elected) Office and applicable since 27 April 2018, as follows:

For a patent:

Filing fee:	MXN	3,147 <sup>1</sup>
	MXN	1,500 <sup>2</sup>
Fee per sheet in excess of 30:	MXN	61

For a utility model:

Filing fee:	MXN	2,000 <sup>1</sup>
	MXN	1,350 <sup>2</sup>
Fee per sheet in excess of 30:	MXN	61

[Updating of the National Chapter, Summary (MX), of the *PCT Applicant's Guide*]

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<sup>1</sup> This fee is payable where the national phase is entered under PCT Article 22.

<sup>2</sup> This fee is payable where the national phase is entered under PCT Article 39(1).

## **RU Russian Federation**

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **euro (EUR)** have been established for the search fee for an international search carried out by the **Federal Service for Intellectual Property (Rospatent) (Russian Federation)**. These amounts, applicable from 1 August 2018, are EUR 114 for searches carried out in Russian and EUR 535 for searches carried out in English.

Furthermore, also pursuant to PCT Rule 16.1(d), new equivalent amounts in **US dollar (USD)** have been established for the search fee for an international search carried out by the Office. These amounts, applicable from 1 August 2018, are USD 136 for searches carried out in Russian and USD 638 for searches carried out in English.

[Updating of Annex D(RU) of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

**28 June 2018**

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## INFORMATION ON CONTRACTING STATES

### AE United Arab Emirates

The **Industrial Property Directorate, Ministry of Economy (United Arab Emirates)** has notified changes in its name, as well as in its e-mail address, which are now as follows:

Name of Office: International Center for Patent  
Registration,  
Ministry of Economy  
(United Arab Emirates)

E-mail: icpr@economy.ae

[Updating of Annex B1(AE) of the *PCT Applicant's Guide*]

### AU Australia

The **Australian Patent Office** has notified an additional telephone number for local calls, which is as follows:

1300 65 10 10 (local)

[Updating of Annex B1(AU) of the *PCT Applicant's Guide*]

### ES Spain

The **Spanish Patent and Trademark Office** has notified changes in the provisions concerning provisional protection after international publication, which are now as follows:

Where the designation is made for the purposes of a national patent:

After a patent has been granted, the applicant is entitled to reasonable compensation for the period following the international publication of the international application. For that purpose, and if the international publication has not been effected in Spanish, the applicant must submit to the Office a translation of the international application into Spanish. The provisional protection applies as from the date of publication of the international application in Spanish by the Office.

Where the designation is made for the purposes of a European patent:

After the international publication (if in Spanish) or, where that publication was in a language other than Spanish, after the publication by the Office of a translation into Spanish of the claims of the European patent application submitted by the applicant in view of provisional protection and accompanied by a special fee, compensation reasonable in the circumstances may be requested. The translation of the claims into Spanish cannot be filed before the international application has entered the European regional phase and the mention of the international publication has been published in the *European Patent Bulletin*. If the applicant does not reside in Spain or in a country of the European Union, the translation must be either prepared by a patent attorney entitled to practice before the Office, or certified by a sworn translator appointed by the Ministry of External Affairs of Spain. In addition, persons who declare to have linguistic and technical knowledge in accordance with the Ministerial Order ETU/320/2018, of March 26, 2018 may also prepare the translation.

[Updating of Annex B1(ES) of the *PCT Applicant's Guide*]

## DESIGNATED (OR ELECTED OFFICES)

### AU Australia

The **Australian Patent Office** has notified changes concerning the required contents of the translation for entry into the national phase. The consolidated list of the requirements reads as follows:

- Under PCT Article 22: description, claims (if amended, as amended only), any text matter of drawings;
- Under PCT Article 39(1): description, claims, any text matter of drawings (if any of those parts has been amended, only as amended by the annexes to the international preliminary examination report).

[Updating of the National Chapter, Summary (AU) of the *PCT Applicant's Guide*]

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The publication Official Notices (PCT Gazette) is part of the Gazette published by the International Bureau of the World Intellectual Property Organization in accordance with Article 55(4) of the Patent Cooperation Treaty (PCT) and Rule 86 of the Regulations under the PCT.

**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

**UA Ukraine**

**Agreement between the Ministry of Economic Development and Trade of Ukraine and the International Bureau of the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex D**

The **Ministry of Economic Development and Trade of Ukraine**, in accordance with Article 11(3)(iii) of the above-mentioned Agreement, has notified the International Bureau of amendments to Part I of Annex D thereof. These amendments will enter into force on 1 September 2018. The amended Annex D will read as follows:

**“Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (euro)</b>
Search fee (Rule 16.1(a)) (for an application in English, German, French)	300
Search fee (Rule 16.1(a)) (for an application in Ukrainian or Russian)	100
Additional fee (Rule 40.2(a)) (for an application in English, German, French)	300
Additional fee (Rule 40.2(a)) (for an application in Ukrainian or Russian)	100
Supplementary search fee(s) (Rule 45 <i>bis</i> .3(a))	
– of only European and North American documentation	90
– of only Russian language documentation of the former USSR and Ukrainian language documentation	70

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<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_ua.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_ua.pdf).

Supplementary search fee for a search in accordance with paragraph (3) of Annex B, where a declaration referred to in Article 17(2)(a) has been made because of subject matter referred to in Rule 39.1(iv)	60
Preliminary examination fee (Rule 58.1(b))	
– the international search report has been prepared by the Authority (for an application in English, German, French)	160
– the international search report has been prepared by the Authority (for an application in Ukrainian or Russian)	50
– the international search report has been prepared by another International Searching Authority (for an application in English, German, French)	180
– the international search report has been prepared by another International Searching Authority (for an application in Ukrainian or Russian)	70
Additional fee (Rule 68.3(a)) (for an application in English, German, French)	180
Additional fee (Rule 68.3(a)) (for an application in Ukrainian or Russian)	60
Protest fee (Rules 40.2(e) and 68.3(e))	20
Cost of copies (Rules 44.3(b) and 71.2(b)), per page	0.40
Cost of copies (Rules 94.1 <i>ter</i> and Rule 94.2), per page	0.90

**Part II. [No change]**

## INFORMATION ON CONTRACTING STATES

### TR Turkey

The **Turkish Patent and Trademark Office (Turkpatent)** has notified changes in its location and mailing address, facsimile number and e-mail address, which are now as follows:

Location and mailing address: Hipodrom Caddesi No. 115  
06560 Yenimahalle  
Ankara  
Turkey

Facsimile machine: (90-312) 303 11 73

E-mail: contact@turkpatent.gov.tr

[Updating of Annex B1(TR) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### BR Brazil

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **Swiss franc (CHF)** and **US dollar (USD)** have been established for the search fee for an international search carried out by the **National Institute of Industrial Property (Brazil)**. These amounts, applicable from 1 September 2018, are CHF 450 and USD 446 when filing online, and CHF 675 and USD 668 when filing on paper.

[Updating of Annex D(BR) of the *PCT Applicant's Guide*]

## CO Colombia

The **Superintendence of Industry and Commerce (Colombia)** has notified new amounts of components of the national fee<sup>2</sup>, in **Colombian peso (COP)**, payable to it as designated (or elected) Office. These amounts, applicable since 1 January 2018, are as follows:

For a patent:	online	on paper
Filing fee:	COP 73,000	COP 91,000
Annual fee:		
– for the 1 <sup>st</sup> to the 4 <sup>th</sup> year, per year:	COP 256,000 (380,000) <sup>3</sup>	COP 307,000 (456,000) <sup>3</sup>
For a utility model:		
– Filing fee:	COP 63,500	COP 79,500

[Updating of the National Chapter, Summary (CO), of the *PCT Applicant's Guide*]

## EP European Patent Organisation

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **US dollar (USD)** and **Japanese yen (JPY)** have been established for the search fee for an international search carried out by the **European Patent Office (EPO)**. These amounts, applicable from 1 September 2018, are USD 2,095 and JPY 227,600.

[Updating of Annex D(EP) of the *PCT Applicant's Guide*]

## RU Russian Federation

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **Swiss franc (CHF)** have been established for the search fee for an international search carried out by the **Federal Service for Intellectual Property (Rospatent) (Russian Federation)**. These amounts, applicable from 1 September 2018, are CHF 133 for searches carried out in Russian, and CHF 625 for searches carried out in English.

[Updating of Annex D(RU) of the *PCT Applicant's Guide*]

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<sup>2</sup> Must be furnished or paid within the time limit applicable under PCT Article 22 or 39(1).

<sup>3</sup> The amount in parentheses is applicable in case of late payment within a grace period of six months from the due date.

Furthermore, pursuant to PCT Rule 45*bis*.3(b), new equivalent amounts in **Swiss franc (CHF)** have been established for the supplementary search fee for a supplementary international search carried out by the Office. These amounts, also applicable from 1 September 2018, are CHF 184 and CHF 295 (the latter amount applies where a declaration referred to in PCT Article 17(2)(a) has been made by the International Searching Authority because of subject matter referred to in PCT Rule 39.1(iv) (methods of treatment)).

[Updating of Annex SISA(RU) of the *PCT Applicant's Guide*]

## UA Ukraine

The **Ministry of Economic Development and Trade of Ukraine, Department for Intellectual Property** has notified new amounts of fees, in **euro (EUR)**, payable to it as International Searching Authority and Authority specified for supplementary search, applicable from 1 September 2018, as follows:

Search fee (PCT Rule 16.1(a)) (for an application in Ukrainian or Russian):	EUR	100
Additional search fee (PCT Rule 40.2(a)) (for an application in Ukrainian or Russian):	EUR	100
Supplementary search fee(s) (Rule 45 <i>bis</i> .3(a))		
– of only European and North American documentation	EUR	90
– of only Russian language documentation of the former USSR and Ukrainian language documentation	EUR	70
Supplementary search fee for a search in accordance with paragraph (3) of Annex B, where a declaration referred to in Article 17(2)(a) has been made because of subject matter referred to in Rule 39.1(iv)	EUR	60

In addition, the Office has notified a fee for copies of documents contained in the file of the international application (Rule 94.1*ter*), in **euro (EUR)**, payable to it as International Searching Authority and Authority specified for supplementary search, applicable from 1 September 2018. The amount of the fee is EUR 0.90 per page.

[Updating of Annexes D(UA) and SISA(UA) of the *PCT Applicant's Guide*]

Moreover, the Office has notified new amounts of fees, in **euro (EUR)**, payable to it as International Preliminary Examining Authority and also applicable from 1 September 2018, as follows:

Preliminary examination fee (Rule 58.1(b))

- the international search report has been prepared by the Authority  
(for an application in Ukrainian or Russian) EUR 50
- the international search report has been prepared by another International Searching Authority  
(for an application in Ukrainian or Russian) EUR 70

Additional fee (Rule 68.3(a))  
(for an application in Ukrainian or Russian) EUR 60

Protest fee (Rules 40.2(e) and 68.3(e)) EUR 20

Cost of copies (Rules 44.3(b) and 71.2(b)),  
per page EUR 0.40

Finally, the Office has notified a fee for copies of documents contained in the file of the international application (Rule 94.2), in **euro (EUR)**, payable to it as International Preliminary Examining Authority and applicable from 1 September 2018. The amount of the fee is EUR 0.90 per page.

[Updating of Annex E(UA) of the *PCT Applicant's Guide*]

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## OFFICIAL NOTICES (PCT GAZETTE)

12 July 2018

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The publication Official Notices (PCT Gazette) is part of the Gazette published by the International Bureau of the World Intellectual Property Organization in accordance with Article 55(4) of the Patent Cooperation Treaty (PCT) and Rule 86 of the Regulations under the PCT.

**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

**SG Singapore**

**Agreement between the Intellectual Property Office of Singapore and the International Bureau of the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex A**

The **Intellectual Property Office of Singapore** has notified the International Bureau, in accordance with Article 11(3)(i) of the above-mentioned Agreement, of an amendment to Annex A(i) thereof. This amendment, which entered into force on 21 April 2018, consists of the addition of Brunei Darussalam to the States indicated in item (i) of the Annex. The amended Annex A reads as follows:

**“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:

Singapore, Brunei Darussalam, Cambodia, Indonesia, Japan, Mexico, Thailand, United States of America, Viet Nam;

so far as Article 3(2) is concerned:

where the Authority has prepared the international search report, Singapore, Brunei Darussalam, Cambodia, Indonesia, Japan, Mexico, Thailand, United States of America, Viet Nam. 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) [no change]”

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<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_sg.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_sg.pdf).

## INFORMATION ON CONTRACTING STATES

### BB Barbados

The **Corporate Affairs and Intellectual Property Office (Barbados)** has notified the International Bureau of changes in its location and mailing address, and its telephone and facsimile numbers, which are now as follows:

Location and mailing address: Ground Floor BAOBAB Tower  
Warrens  
St. Michael  
Barbados

Telephone: (1-246) 535-2401  
(1-246) 535-2402

Facsimile: (1-246) 535-2444

[Updating of Annex B1(BB) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### UA Ukraine

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **Swiss franc (CHF)** and **US dollar (USD)** have been established for the search fee for an international search carried out by the **Ministry of Economic Development and Trade of Ukraine, Department for Intellectual Property** as International Search Authority. These amounts, applicable from 1 September 2018, are CHF 116 and USD 117, respectively, for searches carried out in Ukrainian or Russian.

[Updating of Annex D(UA) of the *PCT Applicant's Guide*]

Furthermore, pursuant to PCT Rule 45bis.3(b), new equivalent amounts in **Swiss franc (CHF)** have been established for the supplementary search fee for a supplementary international search carried out by the Office. These amounts, also applicable from 1 September 2018, are CHF 104 (of only European and North American documentation), CHF 81 (of only Russian language documentation of the former USSR and Ukrainian language documentation), and CHF 69 (where a declaration referred to in PCT Article 17(2)(a) has been made by the International Searching Authority because of subject matter referred to in PCT Rule 39.1(iv)).

[Updating of Annex SISA(UA) of the *PCT Applicant's Guide*]

## RECEIVING OFFICES

### BN Brunei Darussalam

The **Intellectual Property Office of Brunei Darussalam** has specified the Intellectual Property Office of Singapore, in addition to the Australian Patent Office, the European Patent Office (EPO), and the Japan Patent Office, as competent International Searching and International Preliminary Examining Authority for international applications filed by nationals and residents of Brunei Darussalam with the Intellectual Property Office of Brunei Darussalam, with effect from 21 April 2018.

[Updating of Annex C(BN) of the *PCT Applicant's Guide*]

## DESIGNATED (OR ELECTED) OFFICES

### SK Slovakia

The **Industrial Property Office (Slovakia)** has notified the International Bureau of a new amount of the filing fee component of the national fee<sup>2</sup>, in **euro (EUR)**, payable to it as designated (or elected) Office. This amount, applicable since 1 January 2018, is EUR 60.

Furthermore, the Office has notified the International Bureau of a change concerning the exemptions, reductions or refunds of the national fees — the existing 50% reduction in the filing fee (where the applicant is also the inventor) also applies where the application is filed in fully electronic form.

[Updating of the National Chapter, Summary (SK), of the *PCT Applicant's Guide*]

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<sup>2</sup> Must be paid within the time limit applicable under PCT Article 22 or 39(1).

**DEPOSITS OF MICROORGANISMS AND OTHER BIOLOGICAL MATERIAL:  
INSTITUTIONS WITH WHICH DEPOSITS MAY BE MADE**

**BE Belgium**

Pursuant to PCT Rule 13*bis*.7(b), the **Intellectual Property Office (Belgium)** has notified the International Bureau of a change in the name of one of the collections of the Belgian Co-ordinated Collections of Microorganisms (BCCM<sup>TM</sup>), an international depositary authority under the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure, with which deposits of microorganisms and other biological material may be made. As of January 1, 2018, the BCCM/LMBP Plasmid and DNA Library collection has changed its name to BCCM/GeneCorner.

[Updating of Annex L of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

**19 July 2018**

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**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

**JP Japan**

**Agreement between the Japan Patent Office and the International Bureau of the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex A**

The **Japan Patent Office** has notified the International Bureau, in accordance with Article 11(3)(i) of the above-mentioned Agreement, of an amendment to Annex A(i) thereof. The amendment, which entered into force on 1 July 2018, consists of changes to the conditions under which the Office will act as International Searching Authority and International Preliminary Examining Authority for international applications filed with the United States Patent and Trademark Office (USPTO), pursuant to Article 3(1) of the Agreement. The amended Annex A reads as follows:

**“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:

Japan, Brunei Darussalam, Cambodia, Indonesia, Lao People’s Democratic Republic, Malaysia, Philippines, Republic of Korea, Singapore, Thailand, United States of America and Viet Nam;

so far as Article 3(2) is concerned:

where the Authority has prepared the international search report, Japan, Brunei Darussalam, Cambodia, Indonesia, Lao People’s Democratic Republic, Malaysia, Philippines, Republic of Korea, Singapore, Thailand, United States of America and Viet Nam.

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<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_jp.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_jp.pdf)

For the United States of America, the Authority will act under Article 3(1) provided that (a) the international application is submitted in English; and (b) the Authority has not received more than 8,400 international applications from the United States Patent and Trademark Office during the five-year period from July 1, 2018 to June 30, 2023, and not more than 300 applications per quarter during the first and second years, and not more than 500 applications per quarter during the third, fourth, and fifth years. Where the Authority has prepared the international search report, the Authority will also act under Article 3(2) if these conditions are met.

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

- (ii) [no change]"

## RECEIVING OFFICES

### US United States of America

The **Japan Patent Office** has notified the International Bureau, in accordance with Article 11(3)(i) of the Agreement between the Office and the International Bureau of the World Intellectual Property Organization, of an amendment to Annex A(i) thereof. The amendment, which entered into force on 1 July 2018, consists of changes to the conditions under which the Office will act as International Searching Authority and International Preliminary Examining Authority for international applications filed with the **United States Patent and Trademark Office (USPTO)**, pursuant to Article 3(1) of the Agreement.

As of 1 July 2018, the Japan Patent Office will act as an International Searching Authority and International Preliminary Examining Authority for international applications filed with the USPTO insofar as the following conditions are met:

- the international application is submitted in English; and
- the Authority has not received more than 8,400 international applications from the USPTO during the five-year period from 1 July 2018 to 30 June 2023, and not more than 300 applications per quarter during the first and second years, and not more than 500 applications per quarter during the third, fourth, and fifth years.

[Updating of Annex C(US) of the *PCT Applicant's Guide*]

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**26 July 2018**

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## INFORMATION ON CONTRACTING STATES

### AT Austria

The **Austrian Patent Office** has notified the International Bureau of a change in its telephone numbers, which are now as follows:

Telephone: (43-1) 53424-0  
(43-1) 53424-450 (PCT services)

[Updating of Annex B1(AT) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### US United States of America

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **South African rand (ZAR)** have been established for the search fee for an international search carried out by the **United States Patent and Trademark Office (USPTO)** in its capacity as International Searching Authority. These amounts, applicable from 1 October 2018, are ZAR 28,900 for an entity other than a small or micro entity, ZAR 14,450 for a small entity and ZAR 7,230 for a micro entity.

[Updating of Annex D(US) of the *PCT Applicant's Guide*]

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2 August 2018

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## INFORMATION ON CONTRACTING STATES

### MN Mongolia

The **Intellectual Property Office of Mongolia** has notified the International Bureau of changes to its location and mailing address, telephone and facsimile numbers, and e-mail address, which are now as follows:

Location and mailing address:	Baga toiruu-49 Ulaanbaatar-46 Mongolia
Telephone:	(976-11) 316 454
Facsimile machine:	(976-11) 327 638
E-mail:	ipinfo@ipom.mn

[Updating of Annex B1(MN) of the *PCT Applicant's Guide*]

### NA Namibia

The **Registration of Companies, Close Corporations and Industrial Property Rights Office (Namibia)** has notified the International Bureau of a change in the name of the Office, as well as to its location and mailing address, e-mail address, and Internet address, which are now as follows:

Name of office:	Business and Intellectual Property Authority (BIPA) (Namibia)
Location:	188 Sam Nujoma Drive Windhoek Namibia
Mailing address:	P.O.Box 185 Windhoek Namibia
E-mail:	info@bipa.na
Internet:	www.bipa.na

[Updating of Annex B1(NA) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### CN China

The **State Intellectual Property Office of the People's Republic of China (SIPO)** has notified the International Bureau that, since 1 August 2018, the transmittal fee payable to it as receiving Office is no longer required.

[Updating of Annex C(CN) of the *PCT Applicant's Guide*]

In addition, pursuant to PCT Rule 16.1(d), a new equivalent amount in **US dollars (USD)** has been established for the search fee for an international search carried out by the Office. This amount, applicable from 1 October 2018, is USD 309.

[Updating of Annex D(CN) of the *PCT Applicant's Guide*]

## DEPOSITS OF MICROORGANISMS AND OTHER BIOLOGICAL MATERIAL: INSTITUTIONS WITH WHICH DEPOSITS MAY BE MADE

### RU Russian Federation

Pursuant to PCT Rule 13bis.7(b), the **Federal Service for Intellectual Property (Rospatent) (Russian Federation)** has notified the International Bureau of a change in the name and mailing address of the Russian National Collection of Industrial Microorganisms (VKPM), an international depositary authority under the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure, with which deposits of microorganisms and other biological material may be made. The new name and mailing address are as follows:

All-Russian Collection of Industrial Microorganisms (VKPM)  
Research Centre "Kurchatov Institute"  
State Research Institute "Genetika"  
1-st Dorozhniy pr., 1  
117545 Moscow  
Russian Federation

[Updating of Annex L of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

**16 August 2018**

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## INFORMATION ON CONTRACTING STATES

### SZ Swaziland

The International Bureau has been notified that Swaziland has changed its name to “**Eswatini**”. The corresponding two-letter code (SZ) remains unchanged.

[Updating of Annexes A and B1(SZ) of the *PCT Applicant’s Guide*]

## FEES PAYABLE UNDER THE PCT

### AU Australia

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **US dollar (USD)** has been established for the search fee for an international search carried out by the **Australian Patent Office**. This amount, applicable from 1 October 2018, is USD 1,631.

[Updating of Annex D(AU) of the *PCT Applicant’s Guide*]

### MN Mongolia

The **Intellectual Property Office of Mongolia** has notified the International Bureau of a new amount of one of the components of the national fee in **Mongolian tugrik (MNT)**, as follows:

Annual fee for the period from the 1 <sup>st</sup> to the 3 <sup>rd</sup> year: <sup>1</sup>	MNT	10,000
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[Updating of the National Chapter, Summary (MN) of the *PCT Applicant’s Guide*]

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<sup>1</sup> Due to the new time limit applicable under PCT Article 22, the Office should be consulted for the time limit applicable for the payment of this fee.

## PT Portugal

The **National Institute of Industrial Property (Portugal)** has notified the International Bureau of new amounts of the national fee, in **euro (EUR)**, payable to it as designated (or elected) Office and applicable since 1 July 2018, as follows:

	<i>Online</i>	<i>On paper</i>
For a patent: <sup>2</sup>	EUR 53.30	EUR 106.61
For a utility model: <sup>3</sup>	EUR 53.30	EUR 106.61

[Updating of the National Chapter, Summary (PT), of the *PCT Applicant's Guide*]

## US United States of America

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **New Zealand dollar (NZD)** have been established for the search fee for an international search carried out by the **United States Patent and Trademark Office (USPTO)** in its capacity as International Searching Authority. These amounts, applicable from 1 October 2018, are NZD 3,066 for an entity other than a small or micro entity, NZD 1,533 for a small entity and NZD 766 for a micro entity.

[Updating of Annex D(US) of the *PCT Applicant's Guide*]

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<sup>2</sup> Includes publication and examination.

<sup>3</sup> Includes publication only.

## **OFFICIAL NOTICES (PCT GAZETTE)**

**23 August 2018**

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## FEES PAYABLE UNDER THE PCT

### ES Spain

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **US dollar (USD)** has been established for the search fee for an international search carried out by the **Spanish Patent and Trademark Office**. This amount, applicable from 1 September 2018, is USD 2,095.

[Updating of Annex D(ES) of the *PCT Applicant's Guide*]

### FI Finland

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **US dollar (USD)** has been established for the search fee for an international search carried out by the **Finnish Patent and Registration Office (PRH)**. This amount, applicable from 1 September 2018, is USD 2,095.

[Updating of Annex D(FI) of the *PCT Applicant's Guide*]

### TR Turkey

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **US dollar (USD)** has been established for the search fee for an international search carried out by the **Turkish Patent and Trademark Office (Turkpatent)**. This amount, applicable from 1 September 2018, is USD 2,095.

[Updating of Annex D(TR) of the *PCT Applicant's Guide*]

### XN Nordic Patent Institute

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **US dollar (USD)** has been established for the search fee for an international search carried out by the **Nordic Patent Institute**. This amount, applicable from 1 September 2018, is USD 2,095.

[Updating of Annex D(XN) of the *PCT Applicant's Guide*]

### XV Visegrad Patent Institute

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **US dollar (USD)** has been established for the search fee for an international search carried out by the **Visegrad Patent Institute**. This amount, applicable from 1 September 2018, is USD 2,095.

[Updating of Annex D(XV) of the *PCT Applicant's Guide*]

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30 August 2018

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**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

**CN China**

**Agreement between the State Intellectual Property Office of the People’s Republic of China and the International Bureau of the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex A**

The **State Intellectual Property Office of the People’s Republic of China** has notified the International Bureau, in accordance with Article 11(3)(i) of the above-mentioned Agreement, of an amendment to Annex A(i) thereof. This amendment, which enters into force on 1 September 2018, consists of the addition of Cambodia to the States indicated in item (i) of the Annex. The amended Annex A reads as follows:

**“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:

China, Angola, Cambodia, Ghana, India, Iran (Islamic Republic of), Kenya, Liberia, Thailand, Zimbabwe

and any State that the Authority will specify.

so far as Article 3(2) is concerned:

where the Authority has prepared the international search report,

China, Angola, Cambodia, Ghana, India, Iran (Islamic Republic of), Kenya, Liberia, Thailand, Zimbabwe

and any State that the Authority will specify.

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) [no change]”

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<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_cn.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_cn.pdf).

## FEES PAYABLE UNDER THE PCT

### SE Sweden

The **Swedish Patent and Registration Office** has notified the International Bureau of new equivalent amounts in **Swedish krona (SEK)** of the search fee (PCT Rule 16.1(a)) and the additional search fee (PCT Rule 40.2(a)) carried out by the Office in its capacity as International Searching Authority. These amounts, applicable since 1 August 2018, are SEK 18,670 for each fee.

Furthermore, pursuant to PCT Rule 16.1(d), a new equivalent amount in **US dollars (USD)** has been established for the search fee for an international search carried out by the Office. This amount, applicable from 1 September 2018, is USD 2,095.

[Updating of Annex D(SE) of the *PCT Applicant's Guide*]

### XN Nordic Patent Institute

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **Swedish krona (SEK)** has been established for the search fee for an international search carried out by the Nordic Patent Institute in its capacity as International Searching Authority. This amount, applicable since 1 August 2018, is SEK 18,670.

[Updating of Annex D(XN) of the *PCT Applicant's Guide*]

## RECEIVING OFFICES

### KH Cambodia

The **Department of Industrial Property of Cambodia (DIPC)** has specified the State Intellectual Property Office of the People's Republic of China, in addition to the European Patent Office, the Japan Patent Office and the Intellectual Property Office of Singapore, as competent International Searching and International Preliminary Examining Authority for international applications filed by nationals and residents of Cambodia with the DIPC, with effect from 1 September 2018.

[Updating of Annex C(KH) of the *PCT Applicant's Guide*]

## DESIGNATED (OR ELECTED) OFFICES

### CN China

The **State Intellectual Property Office of the People's Republic of China** has notified the International Bureau of a change concerning exemption, reduction or refund of the national fee, applicable to applications that have entered the substantive examination stage on or after 1 August 2018 – a refund of 50% of the examination fee may be requested where the application has entered the substantive examination stage and the application is voluntarily withdrawn prior to the expiration of the time limit for responding to the first examination opinion (except when a response has already been submitted).

[Updating of the National Chapter, Summary (CN) of the *PCT Applicant's Guide*]

### LU Luxembourg

The **Intellectual Property Office (Luxembourg)** has notified the International Bureau of a change in its requirements concerning the languages of the translation of the international application – the Office accepts a translation into English,<sup>2</sup> French or German.

[Updating of the National Chapter, Summary (LU) of the *PCT Applicant's Guide*]

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<sup>2</sup> However, a translation of the claims into German or French is required when the application is submitted in English.

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**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

**CN China**

**Agreement between the State Intellectual Property Office of the People’s Republic of China and the International Bureau of the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex A**

The **State Intellectual Property Office of the People’s Republic of China** has notified the International Bureau, in accordance with Article 11(3)(i) of the above-mentioned Agreement, of an amendment to Annex A(i) thereof. This amendment, which entered into force on 1 September 2018, consists of the addition of Lao People’s Democratic Republic to the States indicated in item (i) of the Annex. The amended Annex A reads as follows:

**“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:

China, Angola, Cambodia, Ghana, India, Iran (Islamic Republic of), Kenya, Lao People’s Democratic Republic, Liberia, Thailand, Zimbabwe and any State that the Authority will specify.

so far as Article 3(2) is concerned:

where the Authority has prepared the international search report,

China, Angola, Cambodia, Ghana, India, Iran (Islamic Republic of), Kenya, Lao People’s Democratic Republic, Liberia, Thailand, Zimbabwe and any State that the Authority will specify.

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) [no change]”

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<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_cn.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_cn.pdf).

## INFORMATION ON CONTRACTING STATES

### CO Colombia

The **Superintendence of Industry and Commerce (Colombia)** has notified the International Bureau of changes to its e-mail addresses, which are now as follows:

E-mail:	contactenos@sic.gov.co (general enquiries)
	dirnuecreaciones@sic.gov.co (enquiries concerning ePCT)

[Updating of Annex B1(CO), of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### SE Sweden

New equivalent amounts in **Swedish krona (SEK)** have been established for the international filing fee and handling fee, pursuant to PCT Rules 15.2(d) and 57.2(d). These amounts, payable to the **Swedish Patent and Registration Office** and applicable from 1 November 2018, are as follows:

International filing fee:	SEK 11,910
Fee per sheet in excess of 30:	SEK 130
Reductions (under PCT Schedule of Fees, item 4):	
Electronic filing (the request being in character coded format):	SEK 1,790
Electronic filing (the request, description, claims and abstract being in character coded format):	SEK 2,690
Handling fee:	SEK 1,790

[Updating of Annexes C(SE) and E(SE) of the *PCT Applicant's Guide*]

## RECEIVING OFFICES

**LA Lao People's Democratic Republic**

**IB International Bureau**

The International Bureau acting for the **Department of Intellectual Property, Ministry of Science and Technology (Lao People's Democratic Republic)** has specified the State Intellectual Property Office of the People's Republic of China, in addition to the European Patent Office and the Japan Patent Office, as competent International Searching and International Preliminary Examining Authorities for international applications filed by nationals and residents of Lao People's Democratic Republic with the International Bureau as receiving Office, with effect since 1 September 2018.

[Updating of Annex C(IB) of the *PCT Applicant's Guide*]

## EFFECT OF RESTORATION OF RIGHT OF PRIORITY BY RECEIVING OFFICES: WITHDRAWAL BY DESIGNATED OFFICES OF NOTIFICATION OF INCOMPATIBILITY WITH NATIONAL LAWS UNDER PCT RULE 49ter.1(g)

**TR Turkey**

Further to its notification of incompatibility with its national law under PCT Rule 49ter.1(g) (see PCT Gazette No. 26/2006 of 29 June 2006, page 18994), the **Turkish Patent and Trademark Office (Turkpatent)**, in its capacity as designated Office, has notified the International Bureau that it has withdrawn the said notification. PCT Rule 49ter.1(a) to (d) therefore applies to international applications filed with the Office on or after 10 January 2017.

## RESTORATION OF RIGHT OF PRIORITY BY DESIGNATED OFFICES: WITHDRAWAL BY DESIGNATED OFFICES OF NOTIFICATION OF INCOMPATIBILITY WITH NATIONAL LAWS UNDER PCT RULE 49ter.2(h)

**TR Turkey**

Further to its notification of incompatibility with its national law under PCT Rule 49ter.2(h) (see PCT Gazette No. 22/2006 of 1 June 2006, page 15990), the **Turkish Patent and Trademark Office (Turkpatent)**, in its capacity as designated Office, has notified the International Bureau that it has withdrawn the said notification. PCT Rule 49ter.2(a) to (g) therefore applies to international applications in respect of which the requirements for entry into the national phase have been fulfilled on or after 10 January 2017. The Office applies the "due care" criterion to requests for restoration of the right of priority, and the fee for a request, payable to the Office as designated (or elected) office, is TRY 1,890.

[Updating of the National Chapter, Summary (TR) of the *PCT Applicant's Guide*]

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## FEES PAYABLE UNDER THE PCT

### CN China

Pursuant to PCT Rule 16.1(d), a new equivalent amount, in **Swiss francs (CHF)**, has been established for the search fee for an international search carried out by the **State Intellectual Property Office of the People's Republic of China**. This amount, applicable from 1 November 2018, is CHF 303.

[Updating of Annex D(CN) of the *PCT Applicant's Guide*]

### IN India

Pursuant to PCT Rule 16.1(d), a new equivalent amount, in **United States dollars (USD)**, has been established for the search fee for an international search carried out by the **Indian Patent Office**. This amount, applicable from 1 November 2018, is USD 141 (and USD 35 in the case of filing by an individual).

[Updating of Annex D(IN) of the *PCT Applicant's Guide*]

### RU Russian Federation

Pursuant to PCT Rule 16.1(d), new equivalent amounts, in **Swiss francs (CHF)**, have been established for the search fee for an international search carried out by the **Federal Service for Intellectual Property (Rospatent) (Russian Federation)**. These amounts, applicable from 1 November 2018, are CHF 121 for searches carried out in Russian and CHF 569 for searches carried out in English.

[Updating of Annex D(RU) of the *PCT Applicant's Guide*]

Furthermore, pursuant to PCT Rule 45bis.3(b), new equivalent amounts, in **Swiss francs (CHF)**, have been established for the supplementary search fee for a supplementary international search carried out by the Office. These amounts, also applicable from 1 November 2018, are CHF 168 and CHF 269 (the latter amount applies where a declaration referred to in PCT Article 17(2)(a) has been made by the International Searching Authority because of subject matter referred to in PCT Rule 39.1(iv) (methods of treatment)).

[Updating of Annex SISA(RU) of the *PCT Applicant's Guide*]

## **FILING IN ELECTRONIC FORM OF INTERNATIONAL APPLICATIONS: NOTIFICATION BY RECEIVING OFFICES**

### **LT Lithuania**

Under Section 710(b) of the Administrative Instructions under the PCT, the **State Patent Bureau of the Republic of Lithuania**, in its capacity as receiving Office, has notified the International Bureau of a change to its notification published in the Official Notices (PCT Gazette) of 24 January 2013, pages 8 *et seq.* In particular, from 1 October 2018, the Office will no longer accept the filing of international applications using the PCT-SAFE software (under Section 710(a)(i) of the Administrative Instructions under the PCT).

[Updating of Annex C(LT) of the *PCT Applicant's Guide*]

### **PL Poland**

Under Section 710(b) of the Administrative Instructions under the PCT, the **Patent Office of the Republic of Poland**, in its capacity as receiving Office, has notified the International Bureau of a change to its notification published in PCT Gazette No. 05/2006, of 2 February 2006, pages 3180 *et seq.*, and changed in the Official Notices (PCT Gazette) of 5 November 2015, pages 178 *et seq.* In particular, from 1 October 2018, the Office will no longer accept the filing of international applications using the PCT-SAFE software (under Section 710(a)(i) of the Administrative Instructions under the PCT).

[Updating of Annex C(PL) of the *PCT Applicant's Guide*]

### **PT Portugal**

Under with Section 710(b) of the Administrative Instructions under the PCT, the **National Institute of Industrial Property (Portugal)**, in its capacity as receiving Office, has notified the International Bureau of a change to its notification published in the Official Notices (PCT Gazette) of 24 January 2013, pages 10 *et seq.*, and changed in the Official Notices (PCT Gazette) of 28 January 2016, pages 30 *et seq.* In particular, from 1 October 2018, the Office will no longer accept the filing of international applications using the PCT-SAFE software (under Section 710(a)(i) of the Administrative Instructions under the PCT).

[Updating of Annex C(PT) of the *PCT Applicant's Guide*]

**RO Romania**

Under Section 710(b) of the Administrative Instructions under the PCT, the **State Office for Inventions and Trademarks (Romania)**, in its capacity as receiving Office, has notified the International Bureau of a change to its notification published in PCT Gazette No. 17/2006, of 27 April 2006, pages 12218 *et seq.* In particular, from 1 October 2018, the Office will no longer accept the filing of international applications using the PCT-SAFE software (under Section 710(a)(i) of the Administrative Instructions under the PCT).

[Updating of Annex C(RO) of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

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**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

**UA Ukraine**

**Agreement between the Ministry of Economic Development and Trade of Ukraine and the International Bureau of the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex D**

The **Ministry of Economic Development and Trade of Ukraine**, in accordance with Article 11(3)(iii) of the above-mentioned Agreement, has notified the International Bureau of an amendment to Part I of Annex D thereof, which entered into force on 1 September 2018. The amended Annex D now reads as follows:

**“Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (euro)</b>
Search fee (Rule 16.1(a)) (for an application in English, German, French)	[no change]
Search fee (Rule 16.1(a)) (for an application in Ukrainian or Russian)	[no change]
Additional fee (Rule 40.2(a)) (for an application in English, German, French)	[no change]
Additional fee (Rule 40.2(a)) (for an application in Ukrainian or Russian)	[no change]
Supplementary search fee(s) (Rule 45 <i>bis</i> .3(a))	
– of the documents in the search collection of the Authority, including the PCT minimum documentation under Rule 34	90
– of only European and North American documentation	[no change]
– of only Russian language documentation of the former USSR and Ukrainian language documentation	[no change]

<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_ua.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_ua.pdf).

Supplementary search fee for a search in accordance with paragraph (3) of Annex B, where a declaration referred to in Article 17(2)(a) has been made because of subject matter referred to in Rule 39.1(iv)	[no change]
Preliminary examination fee (Rule 58.1(b))	
– the international search report has been prepared by the Authority (for an application in English, German, French)	[no change]
– the international search report has been prepared by the Authority (for an application in Ukrainian or Russian)	[no change]
– the international search report has been prepared by another International Searching Authority (for an application in English, German, French)	[no change]
– the international search report has been prepared by another International Searching Authority (for an application in Ukrainian or Russian)	[no change]
Additional fee (Rule 68.3(a)) (for an application in English, German, French)	[no change]
Additional fee (Rule 68.3(a)) (for an application in Ukrainian or Russian)	[no change]
Protest fee (Rules 40.2(e) and 68.3(e))	[no change]
Cost of copies (Rules 44.3(b) and 71.2(b)), per page	[no change]
Cost of copies (Rules 94.1 <i>ter</i> and Rule 94.2), per page	[no change]

**Part II. [No change]**

## FEES PAYABLE UNDER THE PCT

### PT Portugal

The **National Institute of Industrial Property (Portugal)** has notified the International Bureau of new amounts, in **euros (EUR)**, of the transmittal fee, the fee for priority document, and the fee for requesting restoration of the right of priority, applicable since 1 July 2018 and payable to it as receiving Office, as follows:

Transmittal fee: (PCT Rule 14):	EUR 10.67 (online)	EUR 21.33 (on paper)
Fee for priority document:	EUR 42.64	
Fee for requesting restoration of the right of priority (PCT Rule 26 <i>bis</i> .3(d)):	EUR 159.91 (request filed online)	EUR 319.83 (request filed on paper)

[Updating of Annex C(PT) of the *PCT Applicant's Guide*]

### UA Ukraine

Further to its notification of amendments to the Agreement between the Ministry of Economic Development and Trade of Ukraine and the International Bureau of the World Intellectual Property Organization published in the Official Notices (PCT Gazette) of 5 July 2018, pages 256 *et seq.*, the **Ministry of Economic Development and Trade of Ukraine, Department for Intellectual Property** has notified the International Bureau of a new fee, in **euros (EUR)**, with effect since 1 September 2018. This amount, payable to the Office for a supplementary search of the documents in the search collection of the Authority (Ukrpatent), including PCT minimum documentation under PCT Rule 34, is EUR 90.

[Updating of Annex SISA(UA) of the *PCT Applicant's Guide*]

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27 September 2018

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The publication Official Notices (PCT Gazette) is part of the Gazette published by the International Bureau of the World Intellectual Property Organization in accordance with Article 55(4) of the Patent Cooperation Treaty (PCT) and Rule 86 of the Regulations under the PCT.

## INFORMATION ON CONTRACTING STATES

### EP European Patent Organisation

The **European Patent Organisation (EPO)** has notified the International Bureau of a change concerning the filing of documents by means of telecommunication (PCT Rule 92.4) – the original of the document is no longer required for the withdrawal of the international application.

[Updating of Annex B2(EP) of the *PCT Applicant's Guide*]

### OM Oman

The **Intellectual Property Department, Ministry of Commerce and Industry (Oman)** has notified the International Bureau of changes in its location and mailing address, which are now as follows:

Location and mailing address:	Way 3505, Ruwi 112 P.O. Box 550 Muscat Oman
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[Updating of Annex B1(OM) of the *PCT Applicant's Guide*]

### UG Uganda

The **Patents Registry, Registrar General's Department, Ministry of Justice (Uganda)** has notified the International Bureau of changes in the name of the Office, as well as in its location, mailing address, telephone numbers, and e-mail and Internet addresses, which are now as follows:

Name of Office:	Uganda Registration Services Bureau (URSB)
Location and mailing address:	Plot 5 George Street Georgian House P.O. Box 6848 Kampala Uganda
Telephone:	(256-417) 338 000 (256-417) 338 100
E-mail:	ursb@ursb.go.ug
Internet:	www.ursb.go.ug

Furthermore, the Office notified the International Bureau of a change concerning the filing of documents by means of telecommunication (PCT Rule 92.4) – documents may now be filed by e-mail; the Office no longer accepts the filing of documents by facsimile machine.

The Office also notified the International Bureau of additional details concerning:

– provisions of the law of Uganda concerning the international-type search (under PCT Article 15(5)): see Section 30 of the Industrial Property Act, 2014;

– provisions of the law of Uganda concerning the deposit of microorganisms and other biological material: see Section 16(1) of the Industrial Property Act, 2014.

[Updating of Annex B1(UG) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### RS Serbia

The **Intellectual Property Office (Serbia)** has notified the International Bureau of new amounts of several fees, in **Serbian dinars (RSD)**, payable to it as receiving Office and applicable since 1 July 2018, as follows:

Transmittal fee (PCT Rule 14) <sup>1</sup> :	RSD 7,700	
Fee for the priority document (PCT Rule 17.1(b)):	RSD 1,850	for the first document up to 10 pages, plus
	RSD 470	for each subsequent document up to 10 pages, plus
Fee for requesting restoration of the right of priority (PCT Rule 26bis.3(d)):	RSD 3,090	

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<sup>1</sup> This fee is reduced by 50% where the international application is filed by a natural person.

Furthermore, the Office has notified the International Bureau that, as from 1 October 2018, it will no longer accept payment, in Swiss francs (CHF), of the international filing fee and fee per sheet in excess of 30. As from this date, these fees are payable to the Office as receiving Office, in **euros (EUR)** only, as follows:

International filing fee <sup>2</sup> :	EUR 1,163
Fee per sheet in excess of 30 <sup>2</sup> :	EUR 13
Reductions (under PCT Schedule of Fees, item 4):	
Electronic filing (the request being in character coded format):	EUR 175
Electronic filing (the request, description, claims and abstract being in character coded format):	EUR 262

[Updating of Annex C(RS) of the *PCT Applicant's Guide*]

## **WITHDRAWAL OF NOTIFICATION BY DESIGNATED OFFICES OF INCOMPATIBILITY OF PCT ARTICLE 22(1) WITH NATIONAL LAWS**

### **UG Uganda**

Further to its notification of incompatibility of PCT Article 22(1) with its national law (see PCT Gazette No. 08/2002, page 3886), the **Uganda Registration Services Bureau (URSB)**, in its capacity as designated Office, has notified the International Bureau that it has withdrawn the said notification with effect since 1 April 2015. The time limit applicable for entry into the national phase is now as follows:

Under PCT Article 22(1): 30 months from the priority date

[Updating of the National Chapter, Summary (UG) of the *PCT Applicant's Guide*]

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<sup>2</sup> This fee is reduced by 90% if certain conditions apply (see Annex C(IB)).

**FILING IN ELECTRONIC FORM OF INTERNATIONAL APPLICATIONS:  
NOTIFICATION BY RECEIVING OFFICES**

**NL Netherlands**

Under Section 710(b) of the Administrative Instructions under the PCT, the **Netherlands Patent Office**, in its capacity as receiving Office, has notified the International Bureau of a change to its notification published in PCT Gazette No. 11/2005, of 17 March 2005, pages 7068 *et seq.* In particular, from 1 December 2018, the Office will no longer accept the filing of international applications using the PCT-SAFE software (under Section 710(a)(i) of the Administrative Instructions under the PCT).

[Updating of Annex C(NL) of the *PCT Applicant's Guide*]

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4 October 2018

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## FEES PAYABLE UNDER THE PCT

### AT Austria

Pursuant to PCT Rule 16.1(d), a new equivalent amount, in **South African rand (ZAR)**, has been established for the search fee for an international search carried out by the **Austrian Patent Office**. This amount, applicable from 1 December 2018, is ZAR 32,360.

[Updating of Annex D(AT) of the *PCT Applicant's Guide*]

### AU Australia

Pursuant to PCT Rule 16.1(d), new equivalent amounts, in **Swiss francs (CHF)** and **South African rand (ZAR)**, have been established for the search fee for an international search carried out by the **Australian Patent Office**. These amounts, applicable from 1 December 2018, are CHF 1,521 and ZAR 23,570, respectively.

[Updating of Annex D(AU) of the *PCT Applicant's Guide*]

In addition, new equivalent amounts of the international filing fee and handling fee have also been established, in **Australian dollars (AUD)**, pursuant to PCT Rules 15.2(d) and 57.2(d). These amounts, applicable from 1 December 2018, are as follows:

International filing fee:	AUD 1,924
Fee per sheet in excess of 30:	AUD 22
Reductions (under PCT Schedule of Fees, item 4):	
Electronic filing (the request being in character coded format):	AUD 289
Electronic filing (the request, description, claims and abstract being in character coded format):	AUD 434
Handling fee:	AUD 289

[Updating of Annexes C(AU) and E(AU) of the *PCT Applicant's Guide*]

## **BR Brazil**

Pursuant to PCT Rule 16.1(d), new equivalent amounts, in **Swiss francs (CHF)**, **euros (EUR)** and **US dollars (USD)**, have been established for the search fee for an international search carried out by the **National Institute of Industrial Property (Brazil)**. These amounts, applicable from 1 December 2018, are CHF 399, EUR 346 and USD 404, when filing online, and CHF 598, EUR 518 and USD 605, when filing on paper.

[Updating of Annex D(BR) of the *PCT Applicant's Guide*]

## **EP European Patent Organisation**

Pursuant to PCT Rule 16.1(d), a new equivalent amount, in **South African rand (ZAR)**, has been established for the search fee for an international search carried out by the **European Patent Office (EPO)**. This amount, applicable from 1 December 2018, is ZAR 30,630.

[Updating of Annex D(EP) of the *PCT Applicant's Guide*]

## **IN India**

Pursuant to PCT Rule 16.1(d), new equivalent amounts, in **Swiss francs (CHF)** and **euros (EUR)**, have been established for the search fee for an international search carried out by the **Indian Patent Office**. These amounts, applicable from 1 December 2018, are CHF 133 and EUR 118 (and CHF 33 and EUR 30 in the case of filing by an individual).

[Updating of Annex D(IN) of the *PCT Applicant's Guide*]

## IS Iceland

Pursuant to PCT Rule 15.2(d), new equivalent amounts, in **Icelandic kronor (ISK)**, have been established for the international filing fee and the fee per sheet in excess of 30, as well as for reductions under item 4 of the PCT Schedule of Fees. These amounts, applicable from 1 December 2018, are as follows:

International filing fee:	ISK 150,700
Fee per sheet in excess of 30:	ISK 1,700
Reductions (under PCT Schedule of Fees, item 4):	
Electronic filing (the request being in character coded format):	ISK 22,700
Electronic filing (the request, description, claims and abstract being in character coded format):	ISK 34,000

[Updating of Annex C(IS) of the *PCT Applicant's Guide*]

## NZ New Zealand

Pursuant to PCT Rule 15.2(d), new equivalent amounts, in **New Zealand dollars (NZD)**, have been established for the international filing fee and the fee per sheet in excess of 30, as well as for reductions under item 4 of the PCT Schedule of Fees. These amounts, applicable from 1 December 2018, are as follows:

International filing fee:	NZD 2,077
Fee per sheet in excess of 30:	NZD 23
Reductions (under PCT Schedule of Fees, item 4):	
Electronic filing (the request being in character coded format):	NZD 312
Electronic filing (the request, description, claims and abstract being in character coded format):	NZD 469

[Updating of Annex C(NZ) of the *PCT Applicant's Guide*]

## **RU Russian Federation**

Pursuant to PCT Rule 16.1(d), new equivalent amounts in **US dollars (USD)** have been established for the search fee for an international search carried out by the **Federal Service for Intellectual Property (Rospatent) (Russian Federation)**. These amounts, applicable from 1 December 2018, are USD 125 for searches carried out in Russian and USD 587 for searches carried out in English.

[Updating of Annex D(RU) of the *PCT Applicant's Guide*]

## **ZA South Africa**

Pursuant to PCT Rule 15.2(d), new equivalent amounts, in **South African rand (ZAR)**, have been established for the international filing fee and the fee per sheet in excess of 30, as well as for reductions under item 4 of the PCT Schedule of Fees. These amounts, applicable from 1 December 2018, are as follows:

International filing fee:	ZAR 20,380
Fee per sheet in excess of 30:	ZAR 230
Reductions (under PCT Schedule of Fees, item 4):	
Electronic filing (the request being in character coded format):	ZAR 3,070
Electronic filing (the request, description, claims and abstract being in character coded format):	ZAR 4,600

[Updating of Annex C(ZA) of the *PCT Applicant's Guide*]

## **RECEIVING OFFICES**

### **MC Monaco**

### **EP European Patent Organisation**

Pursuant to PCT Rule 19.1(b), the **Intellectual Property Division, Department of Economic Expansion (Monaco)** has notified the International Bureau that it will cease to act as a receiving Office and that it delegates its functions as receiving Office to the **European Patent Office (EPO)**, with effect from 1 December 2018.

[Updating of Annex B1(MC) of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

**11 October 2018**

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## **INTERNATIONAL SEARCHING AUTHORITY: NOTIFICATION OF PROCESSING IN ELECTRONIC FORM OF DOCUMENTS RELATING TO INTERNATIONAL APPLICATIONS**

### **KR Republic of Korea**

On 2 December 2003, the **Korean Intellectual Property Office**, acting in its capacity as a Receiving Office, notified the International Bureau, according to PCT Rule 89*bis*.1, that with effect from 1 January 2014, it was prepared to receive and process international applications in electronic form; in accordance with Section 710 of the Administrative Instructions under the PCT, the Office also notified requirements and practices with regard to the filing of international applications in electronic form (see PCT Gazette No. 51/2003, of 18 December 2003, pages 29020 *et seq.*). Further notifications were published in PCT Gazette No. 24/2004, of 10 June 2004, page 13496; No. 06/2005, of 10 February 2005, pages 3766 *et seq.*; and in the Official Notices (PCT Gazette) of 24 December 2014, page 201; and lastly, and still in force, of 28 September 2017, pages 139 *et seq.*

On 4 October 2018, the Office in its capacity as International Searching Authority, notified the International Bureau, according to PCT Rule 89*bis*.2 and in accordance with Section 713 of the Administrative Instructions under the PCT that, since 13 August 2018, it has been prepared to receive and process documents relating to international applications for which international search had been carried out by the Office as International Searching Authority, filed online, using ePCT, in addition to the existing electronic methods already supported by the Office in its capacity as receiving Office.

Consequently, since 13 August 2018, the following notification has been effective for the Office in its capacity as International Searching Authority:

**"As to electronic document formats (Section 710(a)(i)):**

- PDF

**As to means of transmittal (Section 710(a)(i)):**

- online filing (see Annex F, section 5.1 and Appendix III, section 2(d))

**As to electronic filing software (Section 710(a)(i)):**

- ePCT

**As to conditions, rules and procedures relating to electronic receipt (Section 710(a)(ii)):**

The acknowledgement of receipt of any purported document filed in electronic form with the Office, where such acknowledgement is applicable, will contain the mandatory information required under Section 704(a)(i) to (iv).

**As to methods of online payment (Section 710(a)(ii)):**

Online payment is available on KIPO's website (<http://www.patent.go.kr>) and Internet giro (<http://www.giro.or.kr>). Applicants can check the total of fees that are due and pay them by websites.

**As to details concerning help desks (Section 710(a)(ii)):**

Within the framework of its service for the electronic filing of international applications, the Office has put in place a help desk: the Patent Customer Consulting Center. The task of this help desk is to answer questions from users of the service for the electronic filing of international applications and subsequent documents, and in particular to serve as a technical Hotline in order to help applicants whenever bugs and other technical problems relating to the software are encountered.

This help desk is open from Monday to Friday, from 9 am until 6 pm(KST). The Patent Customer Consulting Center may be contacted:

- by phone at (national) 1544-8080

**As to the kinds of documents which may be transmitted to the Office in electronic form (Section 710(a)(iii)):**

- Subsequently filed documents for the International Searching Authority through ePCT Document upload.

**As to the procedures relating to access to the files of international applications filed or stored in electronic form (Section 710(a)(vii)):**

Applications filed via ePCT-Filing can be accessed by the applicant using the ePCT private services."

## **OFFICIAL NOTICES (PCT GAZETTE)**

**18 October 2018**

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## INFORMATION ON CONTRACTING STATES

### CN China

The **State Intellectual Property Office of the People's Republic of China** has notified the International Bureau of changes to the English name, and the Internet address, of the Office. The English name, and Internet address, of the Office, are now as follows:

Name of Office: National Intellectual Property  
Administration, PRC (CNIPA)

Internet: [www.cnipa.gov.cn](http://www.cnipa.gov.cn)

[Updating of Annex B1(CN) of the *PCT Applicant's Guide*]

### SK Slovakia

The **Industrial Property Office (Slovakia)** has notified the International Bureau of changes in its mailing address, which is now as follows:

Mailing address: Švermova 43  
974 04 Banská Bystrica 4  
Slovakia

Furthermore, the Office will no longer accept the filing of documents by facsimile machine with effect from 14 January 2019.

[Updating of Annex B1(SK) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### BY Belarus

The **National Center of Intellectual Property (Belarus)** has notified the International Bureau of a new amount, in **Belarusian rubles (BYN)**, of the fee for requesting restoration of the right of priority (PCT Rule 26bis.3(d)), applicable since 1 January 2018. This amount, payable to it as receiving Office, is BYN 98.

[Updating of Annex C(BY) of the *PCT Applicant's Guide*]

In addition, the Office notified the International Bureau of changes to amounts of components of the national fee,<sup>1, 2</sup> in **Belarusian rubles (BYN)**, payable to it as designated (or elected) Office and also applicable since 1 January 2018, as follows:

For patent:

Filing fee: <sup>3</sup>	BYN	122.50
Claim fee for each independent claim in excess of 1:	BYN	49
Examination fee:	BYN	588
Claim examination fee for each independent claim in excess of 1:	BYN	343
Claim examination fee for each dependent claim in excess of 10:	BYN	49
Annual fee for the third year:	BYN	122.50

For utility model:

Filing fee: <sup>3</sup>	BYN	245
Claim fee for each dependent claim in excess of 10:	BYN	49

[Updating of the National Chapter, Summary (BY) of the *PCT Applicant's Guide*]

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<sup>1</sup> For residents of Belarus, the payment of fees shall be effected in Belarusian rouble. Fees are reduced by 75% for filings by natural persons, and waived in respect of certain other persons (please refer to the Office for details).

<sup>2</sup> For non-residents of Belarus the payment of fees shall be effected in US dollar, euro, Swiss franc or Russian rouble in accordance with the exchange rate established by the National Bank of Belarus (see <https://www.nbrb.by/statistics/rates/ratesDaily.asp>) and applicable on the date of payment.

<sup>3</sup> If not already complied with within the time limit applicable under PCT Article 22 or 39(1), the Office will invite the applicant to comply with the requirement within a time limit of two months from the date of entry into the national phase.

## DESIGNATED (OR ELECTED) OFFICES

### BY Belarus

The **National Center of Intellectual Property (Belarus)** has notified the International Bureau of a change concerning one of its special requirements under PCT Rule 51*bis* – the translation of the international application must be furnished in two copies, instead of three.

[Updating of the National Chapter, Summary (BY) of the *PCT Applicant's Guide*]

## DEPOSITS OF MICROORGANISMS AND OTHER BIOLOGICAL MATERIAL: INSTITUTIONS WITH WHICH DEPOSITS MAY BE MADE

### KR Republic of Korea

The International Bureau has been notified of changes in the postal address of the **Korean Agricultural Culture Collection (KACC)**, an international depositary authority under the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure with which deposits of microorganisms and other biological material may be made. The address is as now follows:

Korean Agricultural Culture Collection (KACC)  
Agricultural Microbiology Division  
National Institute of Agricultural Science  
Rural Development Administration  
166, Nongsaengmyeong-ro, Iseo-myeon  
Wanju-gun, Jeollabuk-do 55365  
Republic of Korea

[Updating of Annex L of the *PCT Applicant's Guide*]

## **OFFICIAL NOTICES (PCT GAZETTE)**

**25 October 2018**

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## INFORMATION ON CONTRACTING STATES

### CR Costa Rica

The **Registry of Industrial Property (Costa Rica)** has notified the International Bureau of a change in its e-mail addresses, which are now as follows:

E-mail:	cmena@rnp.go.cr
	kquesada@rnp.go.cr
	ljimenezs@rnp.go.cr

[Updating of Annex B1(CR) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### PE Peru

The **National Institute for the Defense of Competition and Intellectual Property Protection (Peru)** has notified the International Bureau that no fee is payable for the priority document (PCT Rule 17.1(b)).

[Updating of Annex C(PE) of the *PCT Applicant's Guide*]

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1 November 2018

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## INFORMATION ON CONTRACTING STATES

### GE Georgia

The **National Intellectual Property Center of Georgia (SAKPATENTI)** has notified the International Bureau of a change in its Internet address, which is now as follows:

Internet: [www.sakpatenti.gov.ge](http://www.sakpatenti.gov.ge)

[Updating of Annex B1(GE) of the *PCT Applicant's Guide*]

### NZ New Zealand

The **Intellectual Property Office of New Zealand (IPONZ)** has notified the International Bureau of changes in its location, telephone numbers and e-mail addresses, which are now as follows:

Location: 15 Stout Street  
Wellington 6011  
New Zealand

Telephone: (64-3) 962 26 07 (international calls)  
0508 447 669 (national free calls)  
1800 796 338 (free calls from Australia)

E-mail: [info@iponz.govt.nz](mailto:info@iponz.govt.nz) (general enquiries)  
[epct@iponz.govt.nz](mailto:epct@iponz.govt.nz)  
(enquiries concerning ePCT)

Furthermore, the Office notified the International Bureau of additional changes, as follows:

- The Office accepts the filing of documents via its online case management system; the Office no longer accepts the filing of documents by facsimile machine (PCT Rule 92.4);
- The Office sends notifications via e-mail in respect of international applications;
- The Office no longer accepts evidence of mailing a document, in case of loss or delay, where a delivery service other than the postal authorities is used (PCT Rule 82.1);

- Provisional protection after international publication – Section 81 of the New Zealand Patents Act 2013 provides that after the complete specification has become open to public inspection and before the patent is granted the nominated person (as defined in section 5) is taken to have generally the same privileges and rights as if the patent had been granted on the day that the specification became open to public inspection except the nominated person cannot bring a proceeding until after the patent has been granted.

[Updating of Annex B1(NZ) of the *PCT Applicant's Guide*]

## **VN Viet Nam**

The **National Office of Intellectual Property of Viet Nam (NOIP)** has notified the International Bureau of changes in the name of the Office, as well as its telephone numbers, facsimile number, and e-mail address, which are now as follows:

Name of Office:	Intellectual Property Office of Viet Nam (IP Viet Nam)
Telephone:	(84-24) 3558 82 17 (84-24) 3858 30 69
Facsimile:	(84-24) 3858 84 49
E-mail:	vietnamipo@noip.gov.vn

[Updating of Annex B1(VN) of the *PCT Applicant's Guide*]

## **FEES PAYABLE UNDER THE PCT**

### **EA Eurasian Patent Office**

The **Eurasian Patent Office (EAPO)** has notified the International Bureau of a new amount of the fee for priority document, in **Russian rubles (RUB)**, payable to it as receiving Office. This amount is RUB 1,500.

[Updating of Annex C(EA) of the *PCT Applicant's Guide*]

## RECEIVING OFFICES

### NZ New Zealand

The **Intellectual Property Office of New Zealand (IPONZ)** has notified the International Bureau that, since 24 February 2017, information about patent attorneys registered to practice before the Office is available from the Trans-Tasman IP Attorneys Board at: <https://www.ttipattorney.gov.au/>.

[Updating of Annex C(NZ), of the *PCT Applicant's Guide*]

## DESIGNATED (OR ELECTED) OFFICES

### NZ New Zealand

On 18 September 2018, the **Intellectual Property Office of New Zealand (IPONZ)** notified the International Bureau of changes concerning its special requirements under PCT Rule 51*bis*.1(a)(i) and (ii) -- the Office no longer requires a declaration concerning the inventor and the right of the applicant to apply for a patent.

Furthermore, the Office notified the International Bureau that, since 24 February 2017, information about patent attorneys registered to practice before the Office is available from the Trans-Tasman IP Attorneys Board at: <https://www.ttipattorney.gov.au/>.

[Updating of the National Chapter, Summary (NZ), of the *PCT Applicant's Guide*]

**DEPOSITS OF MICROORGANISMS AND OTHER BIOLOGICAL MATERIAL:  
REQUIREMENTS OF DESIGNATED AND ELECTED OFFICES**

**NZ New Zealand**

The **Intellectual Property Office of New Zealand (IPONZ)** has notified the International Bureau of its requirements concerning the deposit of microorganisms and other biological material, as follows:

Designated (or elected) Office	Time (if any) earlier than 16 months from priority date by which applicant must furnish:		Additional indications (if any) which must be given besides those prescribed in Rule 13 <i>bis</i> .3(a)(i) to (iii) pursuant to notifications from the Offices concerned
	the indications prescribed in Rule 13 <i>bis</i> .3(a)(i) to (iii)	any additional matter specified in the adjacent right-hand column	
<b>New Zealand</b> Intellectual Property Office of New Zealand (IPONZ)	None	At the time of filing (as part of the specification)	To the extent available to the applicant, relevant information on the characteristics of the microorganism

[Updating of Annex L of the PCT *Applicant's Guide*]

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8 November 2018

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The publication Official Notices (PCT Gazette) is part of the Gazette published by the International Bureau of the World Intellectual Property Organization in accordance with Article 55(4) of the Patent Cooperation Treaty (PCT) and Rule 86 of the Regulations under the PCT.

## **OFFICIAL NOTICES (PCT GAZETTE)**

**8 November 2018**

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## INFORMATION ON CONTRACTING STATES

### MD Republic of Moldova

The **State Agency on Intellectual Property (Republic of Moldova)** has notified the International Bureau of a change in its telephone numbers, which are now as follows:

Telephone: (37322) 40 05 00  
(37322) 40 05 06

[Updating of Annex B1(MD) of the *PCT Applicant's Guide*]

## DESIGNATED (OR ELECTED) OFFICES

### CR Costa Rica

On 3 October 2018, the **Registry of Industrial Property (Costa Rica)** notified the International Bureau that it is possible to reuse the national fee already paid for an application that was subsequently abandoned for the payment of the national fee in respect of a new application with the same subject matter.

Furthermore, the Office notified the International Bureau of a clarification concerning one of its special requirements under PCT Rule 51*bis* — the translation of the international application or any document relating to it should be furnished in two copies (one paper copy and an additional copy in electronic format (CD-ROM)).

[Updating of the National Chapter, Summary (CR) of the *PCT Applicant's Guide*]

**DEPOSITS OF MICROORGANISMS AND OTHER BIOLOGICAL MATERIAL:  
REQUIREMENTS OF DESIGNATED AND ELECTED OFFICES**

**UG Uganda**

The **Uganda Registration Services Bureau (URSB)** has notified the International Bureau of its requirements concerning the deposit of microorganisms and other biological material, as follows:

Designated (or elected) Office	Time (if any) earlier than 16 months from priority date by which applicant must furnish:		Additional indications (if any) which must be given besides those prescribed in Rule 13bis.3(a)(i) to (iii) pursuant to notifications from the Offices concerned
	the indications prescribed in Rule 13bis.3(a)(i) to (iii)	any additional matter specified in the adjacent right-hand column	
<b>Uganda</b>  Uganda Registration Services Bureau (URSB)	At the time of filing (furnishing of the date of deposit of the biological material is not necessary)	None	To the extent available to the applicant, relevant information on the characteristics of the biological material

Where a deposited micro-organism ceases to be available from the institution with which it was deposited because the micro-organism is no longer viable, or for any other reason the depository institution is unable to supply samples, and if the micro-organism has not been transferred to another depository institution from which it continues to be available, an interruption in availability shall not be taken to have occurred if a new deposit of the micro-organism originally deposited is made within three months from the date on which the person who deposited it is notified of the interruption by the depository institution and a copy of the receipt of the deposit issued by the institution is forwarded to the registry within four months from the date of the new deposit stating the number of the application or of the patent. A new deposit shall be accompanied by a statement signed by the person making the deposit indicating that the newly deposited micro-organism is the same as that originally deposited.

[Updating of Annex L of the PCT *Applicant's Guide*]

**AVAILABILITY OF PRIORITY DOCUMENTS FROM DIGITAL LIBRARIES:  
NOTIFICATIONS BY PARTICIPATING OFFICES AND AUTHORITIES**

In order to facilitate access to priority documents, the International Bureau established the Digital Access Service for Priority Documents (“DAS”), based on a decision taken in 2006 by the Paris Union Assembly, the PLT Assembly and the PCT Union Assembly.

Since April 2009, the International Bureau, and any Office or Authority having the adequate legal and technical requirements in place, is able to participate in DAS, either as an office of first filing (“depositing Office”) or as an office of second filing (“accessing Office”), or both, in order to facilitate access to priority documents (PCT Rule 17) in a wide variety of media and formats.

Notifications made under Section 715(a)(i) or (b) of the Administrative Instructions under the PCT are published by the International Bureau at: [http://www.wipo.int/das/en/participating\\_offices.html](http://www.wipo.int/das/en/participating_offices.html).

The following Offices and Authorities have notified the International Bureau of their participation in DAS under Sections 715(a)(i) or (b):

<b>Office Code and Name</b>	<b>Participating Office since</b>	<b>Accessing Office since</b>
AU Australian Patent Office	12 December 2009	12 December 2009
BR National Institute of Industrial Property (Brazil)	16 February 2018	1 May 2018
CL National Institute of Industrial Property (Chile)	1 October 2018	1 October 2018
CN National Intellectual Property Administration, PRC (CNIPA)	1 March 2012	1 March 2012
DK Danish Patent and Trademark Office	1 November 2011	1 June 2018
EA Eurasian Patent Office (EAPO)	1 November 2017	1 November 2017
EE Estonian Patent Office	1 January 2017	1 January 2017
EP European Patent Office (EPO)	1 November 2018	1 November 2018
ES Spanish Patent and Trademark Office	1 October 2009	1 October 2009
FI Finnish Patent and Registration Office (PRH)	15 April 2011	15 April 2011
GB Intellectual Property Office (United Kingdom)	4 October 2009	4 October 2009

IB	International Bureau of WIPO	1 April 2009	1 January 2010
IN	Indian Patent Office	31 January 2018	31 January 2018
JP	Japan Patent Office	1 April 2009	1 April 2009
KR	Korean Intellectual Property Office	1 July 2009	1 July 2009
MA	Moroccan Office of Industrial and Commercial Property (OMPIC)	1 December 2016	1 December 2016
NL	Netherlands Patent Office	1 June 2018	1 June 2018
NZ	Intellectual Property Office of New Zealand (IPONZ)	30 May 2016	30 May 2016
SE	Swedish Patent and Registration Office	1 November 2011	1 July 2014
US	United States Patent and Trademark Office (USPTO)	20 April 2009	20 April 2009

[Updating of Annexes B1(AU, BR, CL, CN, DK, EE, ES, FI, GB, IB, IN, JP, KR, MA, NL, NZ, SE, US) and B2(EA, EP, IB) of the *PCT Applicant's Guide*]

## INTERNATIONAL BUREAU

### Non-Working Days

For the purposes of computing time limits under PCT Rule 80.5, it is to be noted that the days on which **the International Bureau will not be open for business** are, for the period from 1 January to 31 December 2019, the following:

all Saturdays and Sundays and  
 1 January 2019,  
 19 and 22 April 2019,  
 30 May 2019,  
 10 June 2019,  
 5 September 2019,  
 25 and 31 December 2019.

It is important to note that the days indicated above concern **only the International Bureau** and **not** the national Offices and other intergovernmental organizations.

### **Note Concerning PCT Receiving Office Guidelines**

Having erroneously omitted paragraph 116E from the PCT Receiving Office Guidelines (see documents PCT/GL/RO/16 promulgated by the International Bureau on 1 July 2017, and PCT/GL/RO/17 promulgated on 1 July 2018 and in force as from that date, respectively), the International Bureau has published document **PCT/GL/RO/17 CORR.** to rectify the error.

Consequential to the reintroduction of paragraph 116E, that paragraph is numbered 116F, and current paragraphs 116F and 116G are renumbered 116G and 116H, respectively.

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## OFFICIAL NOTICES (PCT GAZETTE)

15 November 2018

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The publication Official Notices (PCT Gazette) is part of the Gazette published by the International Bureau of the World Intellectual Property Organization in accordance with Article 55(4) of the Patent Cooperation Treaty (PCT) and Rule 86 of the Regulations under the PCT.

## **INTERNATIONAL SEARCHING AUTHORITIES INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

### **CA Canada**

#### **Agreement between the Canadian Commissioner of Patents and the International Bureau of the World Intellectual Property Organization<sup>1</sup> - Extension of Interim Agreement**

Following the publication in the Official Notices (PCT Gazette) of 18 January 2018 (pages 30 and 31) of the text of an Amendment to the Agreement concluded between the Canadian Commissioner of Patents and the International Bureau extending the appointment of the **Canadian Commissioner of Patents** as International Searching and Preliminary Examining Authority under the PCT until 31 December 2018, the parties have concluded a subsequent amendment. This amendment further extends the existing Agreement of 13 December 2007 (including its amendments and Annexes) until 31 December 2019, or until the day before the entry into force of a new Agreement on the same subject matter in accordance with PCT Articles 16(3)(b) and 32(3) and with the domestic legal and constitutional procedures of Canada, whichever is sooner.

This amendment, which will enter into force on **31 December 2018**, is set out below on pages 331 and 332.

## **RECEIVING OFFICES**

### **DO Dominican Republic**

On 2 November 2018, the **National Office of Industrial Property (Dominican Republic)** notified the International Bureau of a correction concerning the number of paper copies of the international application required by it – four copies must be provided, instead of three.

[Updating of Annex C(DO) of the *PCT Applicant's Guide*]

### **UG Uganda**

On 24 October 2018, the **Uganda Registration Services Bureau (URSB)** notified the International Bureau that it will act as receiving Office for nationals and residents of Uganda.

[Updating of Annex B1(UG) of the *PCT Applicant's Guide*]

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<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_ca.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_ca.pdf).

## DESIGNATED (OR ELECTED) OFFICES

### DO Dominican Republic

On 2 November 2018, the **National Office of Industrial Property (Dominican Republic)** notified the International Bureau of new amounts of the filing fee component of the national fee, payable to it as designated (or elected) Office. These amounts, payable in **Dominican pesos (DOP)**, are DOP 10,000 for a patent and DOP 7,000 for a utility model.

[Updating of the National Chapter, Summary (DO) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### PCT Fees – Establishment of New Equivalent Amounts of Fees

Following the consultations undertaken by the Director General at the time of the fiftieth (29<sup>th</sup> extraordinary) session of the Assembly of the International Patent Cooperation Union (PCT Union) held in Geneva from 24 September to 2 October 2018, and pursuant to PCT Rules 15.2(d) and 57.2(d), new equivalent amounts of the international filing fee, of the fee per sheet over 30 and of the handling fee, together with the equivalent amounts for the reductions under item 4 of the PCT Schedule of Fees, have been established, with effect from 1 January 2019, in various currencies, as indicated in table 1 published at the end of this issue of the Official Notices (PCT Gazette).

Furthermore, pursuant to PCT Rule 16.1(d), new equivalent amounts of the search fees have been established in receiving Offices' currencies for all International Searching Authorities, also with effect from 1 January 2019, as indicated in table 2 published at the end of this issue of the Official Notices (PCT Gazette).

In addition, pursuant to PCT Rule 45bis.3(b), new equivalent amounts of the supplementary search fees have been established in Swiss franc for all Authorities specified for supplementary search, also with effect from 1 January 2019, as indicated in table 3 published at the end of this issue of the Official Notices (PCT Gazette).

[Updating of the following Annexes of the *PCT Applicant's Guide*:

Annexes C(AM), (AP), (AT), (AU), (AZ), (BA), (BH), (BW), (BY), (BZ), (CA), (CL), (CR), (CU), (CY), (CZ), (DE), (DJ), (DK), (DO), (EA), (EC), (EE), (EG), (EP), (ES), (FI), (FR), (GB), (GE), (GH), (GR), (GT), (HN), (HU), (IB), (IE), (IL), (IN), (IS), (IT), (JO), (JP), (KE), (KG), (KH), (KZ), (LR), (LT), (LU), (LV), (MD), (ME), (MT), (MW), (MX), (NI), (NL), (NO), (NZ), (OM), (PA), (PE), (PG), (PH), (PT), (QA), (RO), (RS), (RU), (SA), (SC), (SE), (SG), (SI), (SK), (SM), (SV), (SY), (TJ), (TM), (TT), (UA), (US), (UZ), (ZA), (ZM), and (ZW),

All Annexes D,

all Annexes SISA,

Annexes E(AT), (AU), (CA), (CL), (EG), (EP), (ES), (FI), (IL), (IN), (JP), (KR), (RU), (SE), (SG), (UA), (US) (XN) and (XV)].

## **AMENDMENT TO THE AGREEMENT**

between the Canadian Commissioner of Patents  
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Canadian Commissioner of Patents  
as an International Searching Authority  
and International Preliminary Examining Authority  
under the Patent Cooperation Treaty

### **Preamble**

The Canadian Commissioner of Patents and the International Bureau of the World Intellectual Property Organization,

*Considering* that the Agreement between the Canadian Commissioner of Patents and the International Bureau of WIPO in relation to the functioning of the Canadian Commissioner of Patents as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty (PCT) of December 13, 2007 (the Agreement), made under PCT Articles 16(3)(b) and 32(3), was concluded for a period of 10 years from January 1, 2008 to December 31, 2017,

*Considering* that the said Agreement has been amended in 2010, these amendments having been published in the PCT Gazette on July 22, 2010,

*Considering* that the Canadian Commissioner of Patents and the International Bureau of WIPO have already started negotiations for a new Agreement as provided under Article 10 therein,

*Considering* that an Amendment to the said Agreement was signed on October 30, 2017 and December 13, 2017 to extend the said Agreement until December 31, 2018 or until the day before the entry into force of the said new Agreement on the same subject matter in accordance with PCT Articles 16(3)(b) and 32(3), said Amendment having been published in the PCT Gazette on January 18, 2018,

*Recognizing* that the Government of Canada will not be able to complete the necessary domestic procedures to ratify a new Agreement in relation to the functioning of the Canadian Commissioner of Patents as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty, prior to the expiration of the extended Agreement on December 31, 2018;

*Hereby agree as follows:*

**Article 1**  
**Extension of the Agreement**

(1) The Agreement between the Canadian Commissioner of Patents and the International Bureau of WIPO signed on December 13, 2007, including its amendments and Annexes, is hereby further extended until December 31, 2019, or until the day before the entry into force of a new Agreement on the same subject matter in accordance with PCT Articles 16(3)(b) and 32(3) and with the domestic legal and constitutional procedures of Canada, whichever is sooner.

(2) Consequently, references made to “December 31, 2018” under Articles 10 and 12 of the Agreement are amended to “December 31, 2019”, accordingly.

**Article 2**  
**Approval and entry into force**

(1) In accordance with Article 11(1) of the Agreement, this amendment shall be subject to the approval of the Assembly of the International Patent Cooperation Union.

(2) Subject to paragraph 1 of this Article, this amendment shall take effect on December 31, 2018.

*In witness whereof* the parties hereto have executed this Agreement.

Done at Geneva, this twenty-eighth day of September two thousand and eighteen, in two originals in the English and French languages, each text being equally authentic.

For the Canadian Commissioner of Patents  
by:

For the International Bureau of the World  
Intellectual Property Organization by:

Johanne BÉLISLE  
Canadian Commissioner of Patents

Francis GURRY  
Director General  
World Intellectual Property Organization

Table 1 - PCT Fees: New equivalent amounts for international filing fee and handling fee (in prescribed currencies)  
(applicable from January 1, 2019)

Currency	Exchange rate in Swiss franc on 01.10.2018	International filing fee Rule 15.2(e)	Fee per sheet in excess of 30 Rule 15.2(e)	E-filing reductions according to Schedule of Fees			Handling fee Rule 57.2(a) Schedule of fees Item 3
				Item 4(a)	Item 4(b)	Item 4(c)	
Reference currency Swiss franc		1,330	15	100	200	300	200 Current amount
AUD - Australian dollar	0.7106979	1,924	22	n.a	289	434	289 Current amount *
		<b>1,871</b>	<b>21</b>	n.a	<b>281</b>	<b>422</b>	<b>281</b> <b>New amount</b>
CAD - Canadian dollar	0.7686620	1,708	19	n.a	257	385	257 Current amount
		<b>1,730</b>	<b>20</b>	n.a	<b>260</b>	<b>390</b>	<b>260</b> <b>New amount</b>
DKK - Danish krone	0.1526435	8,650	100	n.a	1,300	1,950	1,300 Current amount
		<b>8,710</b>	<b>100</b>	n.a	<b>1,310</b>	<b>1,970</b>	<b>1,310</b> <b>New amount</b>
EUR - Euro	1.1381555	1,163	13	87	175	262	175 Current amount
		<b>1,169</b>	<b>13</b>	<b>88</b>	<b>176</b>	<b>264</b>	<b>176</b> <b>New amount</b>
GBP - Pound sterling	1.2820665	1,037	12	n.a	155	232	n.a Current amount
		<b>1,037</b>	<b>12</b>	n.a	<b>156</b>	<b>234</b>	n.a <b>New amount</b>
HUF - Hungarian forint	0.0035242	363,000	4,100	n.a	54,600	81,900	n.a Current amount
		<b>377,400</b>	<b>4,300</b>	n.a	<b>56,800</b>	<b>85,100</b>	n.a <b>New amount</b>
ILS - New Israeli sheqel	0.2704773	**	**	n.a	**	**	726 Current amount
		**	**	n.a	**	**	<b>739</b> <b>New amount</b>
ISK - Icelandic krona	0.0087893	150,700	1,700	n.a	22,700	34,000	n.a Current amount *
		<b>151,300</b>	<b>1,700</b>	n.a	<b>22,800</b>	<b>34,100</b>	n.a <b>New amount</b>
JPY - Japanese yen	0.0086344	153,800	1,700	n.a	n.a	34,700	23,100 Current amount
		<b>154,000</b>	<b>1,700</b>	n.a	n.a	<b>34,700</b>	<b>23,200</b> <b>New amount</b>
KRW - Korean won	0.0008845	***	***	n.a	n.a	***	220,000 Current amount
		***	***	n.a	n.a	***	<b>226,000</b> <b>New amount</b>
NOK - Norwegian krone	0.1205664	10,930	120	n.a	1,640	2,460	n.a Current amount
		<b>11,030</b>	<b>120</b>	n.a	<b>1,660</b>	<b>2,490</b>	n.a <b>New amount</b>
NZD - New Zealand dollar	0.6506281	2,077	23	n.a	312	469	n.a Current amount *
		<b>2,044</b>	<b>23</b>	n.a	<b>307</b>	<b>461</b>	n.a <b>New amount</b>
SEK - Swedish krona	0.1099318	11,910	130	n.a	1,790	2,690	1,790 Current amount ***
		<b>12,100</b>	<b>140</b>	n.a	<b>1,820</b>	<b>2,730</b>	<b>1,820</b> <b>New amount</b>
SGD - Singapore dollar	0.7172936	1,859	21	n.a	280	419	280 Current amount
		<b>1,854</b>	<b>21</b>	n.a	<b>279</b>	<b>418</b>	<b>279</b> <b>New amount</b>
USD - US dollar	0.9838544	1,366	15	103	205	308	205 Current amount
		<b>1,352</b>	<b>15</b>	<b>102</b>	<b>203</b>	<b>305</b>	<b>203</b> <b>New amount</b>
ZAR - South African rand	0.0692709	20,380	230	n.a	3,070	4,600	n.a Current amount *
		<b>19,200</b>	<b>220</b>	n.a	<b>2,890</b>	<b>4,330</b>	n.a <b>New amount</b>

\* Amounts applicable as from December 1, 2018.

\*\* Those amounts correspond to the exchange value, applicable on the date of payment, in New Israeli sheqels of the amounts in US dollars indicated above.

\*\*\* Those amounts correspond to the exchange value, applicable on the date of payment, in Korean won of the amounts in Swiss francs indicated above.

\*\*\*\* Amounts applicable since November 1, 2018.

Table 2 - PCT Fees: New equivalent amounts for search fees (in receiving Offices' currencies)  
(applicable as from January 1, 2019)

International Searching Authority	ISA/AT		ISA/AU		ISA/BR		ISA/JA	
	EUR	1,875	AUD	2,200	BRL	2,525	CAD	1,600
Reference currency & amount	Exch. Rate		Exch. Rate		Exch. Rate		Exch. Rate	
<i>Exchange rates applicable on 1.10.2018</i>								
CHF - Swiss franc	1.7387555	2,145 <b>2,134</b>	0.7106979	1,521 <sup>1</sup> <b>1,564</b>	0.2455945	598 <sup>1,2</sup> <b>620<sup>2</sup></b>	0.768662	1,246 <sup>2</sup> <b>1,230<sup>2</sup></b>
USD - US dollar	0.8644288	2,202 <b>2,169</b>	1.3843497	1,631 <b>1,589</b>	4.0060113	605 <sup>1</sup> <b>630</b>	1.2799572	1,279 <b>1,250</b>
EUR - Euro				1,376 <sup>2</sup> <b>1,374<sup>2</sup></b>	4.6342873	518 <sup>1,2</sup> <b>545<sup>2</sup></b>	1.4806971	1,012 <sup>2</sup> <b>1,081<sup>2</sup></b>
AUD - Australian dollar								Current amount <b>New amount</b>
DKK - Danish krone								Current amount <b>New amount</b>
GBP - Pound sterling								Current amount <b>New amount</b>
HUF - Hungarian forint								Current amount <b>New amount</b>
ISK - Icelandic krona								Current amount <b>New amount</b>
JPY - Japanese yen								Current amount <b>New amount</b>
KRW - Korean won	0.0007771	2,423,000 <b>2,413,000</b>	0.0012445	1,803,000 <b>1,768,000</b>				Current amount <b>New amount</b>
NOK - Norwegian krone								Current amount <b>New amount</b>
NZD - New Zealand dollar			0.9154777	2,391 <b>2,403</b>				Current amount <b>New amount</b>
SEK - Swedish krona								Current amount <b>New amount</b>
SGD - Singapore dollar	0.6302246	3,000 <b>2,975</b>	1.0092807	2,210 <b>2,180</b>				Current amount <b>New amount</b>
ZAR - South African rand	0.0606624	32,360 <sup>1</sup> <b>30,810</b>	0.0974688	23,570 <sup>1</sup> <b>22,570</b>				Current amount <b>New amount</b>

1. Amounts applicable as from December 1, 2018.

2. Equivalent amounts established for the purposes of fees payable to the International Bureau acting as receiving Office.

Table 2 - PCT Fees: New equivalent amounts for search fees (in receiving Offices' currencies)  
(applicable as from January 1, 2019)

International Searching Authority & amount	ISA/CL			ISA/CN		ISA/EG		ISA/EP		
	USD	2,000	400	300	CNY	2,100	EGP	4,000	EUR	1,775
Reference currency	Exch. Rate				Exch. Rate				Exch. Rate	
Exchange rates applicable on 1.10.2018										
CHF - Swiss franc	1,948 <sup>3</sup> 0.9838544	390 <sup>3</sup> 394 <sup>3</sup>	292 <sup>3</sup> 295 <sup>3</sup>	303 <sup>4</sup> 301	0.1432143	309	0.054870	221 <sup>3</sup> 219 <sup>3</sup>	1.1381555	2,059 2,020
USD - US dollar				306	6.8698073	306	17.930644	227	0.8644288	2,095 2,053
EUR - Euro	1,703 <sup>3</sup> 1.1568333	341 <sup>3</sup> 346 <sup>3</sup>	255 <sup>3</sup> 259 <sup>3</sup>	269 <sup>3</sup> 264 <sup>3</sup>	7.9472219	193 <sup>3</sup> 193 <sup>3</sup>				
AUD - Australian dollar										
DKK - Danish krone										13,210 13,230
GBP - Pound sterling										1,552 1,576
HUF - Hungarian forint										550,400 573,200
ISK - Icelandic krona										221,900 229,900
JPY - Japanese yen										227,600 234,000
KRW - Korean won										
NOK - Norwegian krone										16,990 16,760
NZD - New Zealand dollar										3,007 3,105
SEK - Swedish krona										18,670 18,380
SGD - Singapore dollar										2,900 2,820
ZAR - South African rand										30,630 <sup>5</sup> 29,160

3. Equivalent amounts established for the purposes of fees payable to the International Bureau acting as receiving Office.

4. Amounts applicable since November 1, 2018.

5. Amounts applicable as from December 1, 2018.

Table 2 - PCT Fees: New equivalent amounts for search fees (in receiving Offices' currencies)  
(applicable as from January 1, 2019)

International Searching Authority	ISAVES		ISAFI		ISAIL		ISA/IN			
	EUR	1,775	EUR	1,775	ILS	3,525	INR	10,000		2,500
Reference currency & amount	Exch. Rate		Exch. Rate		Exch. Rate		Exch. Rate			
Exchange rates applicable on 1.10.2018										
CHF - Swiss franc	2,059 <sup>6</sup> 1.1381555	2,059 <sup>6</sup> 2,020 <sup>6</sup>	2,059 <sup>6</sup> 1.1381555	2,059 <sup>6</sup> 2,020 <sup>6</sup>	994 <sup>6</sup> 0.2704773	994 <sup>6</sup> 0.2704773	133 <sup>7</sup> 134	133 <sup>7</sup> 134	33 <sup>7</sup> 34	Current amount <b>New amount</b>
USD - US dollar	2,095 0.8644288	2,095 2,053	2,095 0.8644288	2,095 2,053	1,009 3.6374752	1,009 3.6374752	141 <sup>8</sup> 137	141 <sup>8</sup> 137	35 <sup>8</sup> 34	Current amount <b>New amount</b>
EUR - Euro					849 <sup>6</sup> 4.2079525	849 <sup>6</sup> 4.2079525	118 <sup>7,6</sup> 118 <sup>6</sup>	118 <sup>7,6</sup> 118 <sup>6</sup>	30 <sup>7,6</sup> 30 <sup>6</sup>	Current amount <b>New amount</b>
AUD - Australian dollar										Current amount <b>New amount</b>
DKK - Danish krone										Current amount <b>New amount</b>
GBP - Pound sterling										Current amount <b>New amount</b>
HUF - Hungarian forint										Current amount <b>New amount</b>
ISK - Icelandic krona										Current amount <b>New amount</b>
JPY - Japanese yen										Current amount <b>New amount</b>
KRW - Korean won										Current amount <b>New amount</b>
NOK - Norwegian krone										Current amount <b>New amount</b>
NZD - New Zealand dollar										Current amount <b>New amount</b>
SEK - Swedish krona										Current amount <b>New amount</b>
SGD - Singapore dollar										Current amount <b>New amount</b>
ZAR - South African rand										Current amount <b>New amount</b>

6. Equivalent amounts established for the purposes of fees payable to the International Bureau acting as receiving Office.

7. Amounts applicable as from December 1, 2018.

8. Amounts entered into force since November 1, 2018.

Table 2 - PCT Fees: New equivalent amounts for search fees (in receiving Offices' currencies)  
(applicable as from January 1, 2019)

International Searching Authority	ISA/JP		ISA/KR		ISA/RU		
	JPY	156,000	KRW	1,300,000	RUB	40,000	8,500
Reference currency & amount							
Exchange rates applicable on 1.10.2018	Exch. Rate		Exch. Rate		Exch. Rate		
CHF - Swiss franc	1,349	605	1,184	410	569 <sup>9</sup>	121 <sup>9</sup>	Current amount
	<b>1,347</b>	<b>604</b>	<b>1,150</b>	<b>398</b>	<b>602</b>	<b>128</b>	<b>New amount</b>
USD - US dollar	1,465	657	1,218	422	587 <sup>10</sup>	125 <sup>10</sup>	Current amount
	<b>1,369</b>	<b>614</b>	<b>1,169</b>	<b>405</b>	<b>612</b>	<b>130</b>	<b>New amount</b>
EUR - Euro	1,179 <sup>11</sup>	529 <sup>11</sup>	1,038 <sup>11</sup>	359 <sup>11</sup>	535	114	Current amount
	<b>1,183</b> <sup>11</sup>	<b>531</b> <sup>11</sup>	<b>1,010</b> <sup>11</sup>	<b>350</b> <sup>11</sup>	<b>529</b>	<b>112</b>	<b>New amount</b>
AUD - Australian dollar			1,587	549			Current amount
			<b>1,618</b>	<b>560</b>			<b>New amount</b>
DKK - Danish krone							Current amount
							<b>New amount</b>
GBP - Pound sterling							Current amount
							<b>New amount</b>
HUF - Hungarian forint							Current amount
							<b>New amount</b>
ISK - Icelandic krona							Current amount
							<b>New amount</b>
JPY - Japanese yen							Current amount
							<b>New amount</b>
KRW - Korean won	n.a	712,000					Current amount
	<b>683,000</b>						<b>New amount</b>
NOK - Norwegian krone							Current amount
							<b>New amount</b>
NZD - New Zealand dollar			1,740	602			Current amount
			<b>1,767</b>	<b>612</b>			<b>New amount</b>
SEK - Swedish krona							Current amount
							<b>New amount</b>
SGD - Singapore dollar	1,885	n.a	1,544	534			Current amount
	<b>1,878</b>	n.a	<b>1,603</b>	<b>555</b>			<b>New amount</b>
ZAR - South African rand	83,074,381		810,980,73				Current amount
							<b>New amount</b>

9. Amounts applicable since November 1, 2018.

10. Amounts applicable as from December 1, 2018.

11. Equivalent amounts established for the purposes of fees payable to the International Bureau acting as receiving Office.

Table 2 - PCT Fees: New equivalent amounts for search fees (in receiving Offices' currencies)  
(applicable as from January 1, 2019)

International Searching Authority	ISA/SE <sup>2</sup>		ISA/SG		ISA/TR <sup>13</sup>		ISA/JA		Current amount New amount
	Reference currency & amount	SEK	SGD	TRY	EUR	300	100		
<i>Exchange rates applicable on 1.10.2018</i>			<i>Exch. Rate</i>		<i>Exch. Rate</i>				
CHF - Swiss franc		2,059 <b>2,020</b>	1,603 <sup>14</sup> <b>1,607<sup>14</sup></b>	2,059 <b>2,020</b>	1,138/555	343 <sup>14</sup> <b>341<sup>14</sup></b>	116 <sup>14</sup> <b>114<sup>14</sup></b>	Current amount New amount	
USD - US dollar		2,095 <b>2,053</b>	1,646 <b>1,633</b>	2,095 <sup>14</sup> <b>2,053<sup>14</sup></b>	0,864/288	352 <sup>14</sup> <b>347<sup>14</sup></b>	117 <sup>14</sup> <b>116<sup>14</sup></b>	Current amount New amount	
EUR - Euro		1,775 <b>1,775</b>	1,401 <sup>14</sup> <b>1,412<sup>14</sup></b>	1,775 <sup>14</sup> <b>1,775<sup>14</sup></b>				Current amount New amount	
AUD - Australian dollar			1,586/358					Current amount New amount	
DKK - Danish krone		13,210 <b>13,230</b>						Current amount New amount	
GBP - Pound sterling								Current amount New amount	
HUF - Hungarian forint								Current amount New amount	
ISK - Icelandic krona		221,900 <b>229,900</b>						Current amount New amount	
JPY - Japanese yen			185,300 <b>186,100</b>					Current amount New amount	
KRW - Korean won			0,0120374					Current amount New amount	
NOK - Norwegian krone		16,990 <b>16,760</b>						Current amount New amount	
NZD - New Zealand dollar								Current amount New amount	
SEK - Swedish krona								Current amount New amount	
SGD - Singapore dollar								Current amount New amount	
ZAR - South African rand								Current amount New amount	

12. All amounts appearing in this column, with effect from January 1, 2019, to be fixed by the Swedish Patent Office, are included here for the purposes of completeness only.  
 13. All amounts appearing in this column, with effect from January 1, 2019, to be fixed by the Turkish Patent and Trademark Office, are included here for the purposes of completeness only.  
 14. Equivalent amounts established for the purposes of fees payable to the International Bureau acting as receiving Office.

Table 2 - PCT Fees: New equivalent amounts for search fees (in receiving Offices' currencies)  
(applicable as from January 1, 2019)

International Searching Authority	ISA/US		ISA/XN <sup>15</sup>		ISA/XV	
	USD	Exch. Rate	DKK	Exch. Rate	EUR	Exch. Rate
Reference currency & amount	2,080	1,040	13,210		1,775	
Exchange rates applicable on 1.10.2018	520		13,230			
CHF - Swiss franc	2,026 <b>2,046</b>	1,013 <b>1,023</b>	2,059 <sup>16</sup> <b>2,020<sup>16</sup></b>		2,059 <sup>16</sup> <b>2,020<sup>16</sup></b>	Current amount <b>New amount</b>
USD - US dollar			2,095 <sup>16</sup> <b>2,053<sup>16</sup></b>		2,095 <sup>16</sup> <b>2,053<sup>16</sup></b>	Current amount <b>New amount</b>
EUR - Euro	1,771 <sup>16</sup> <b>1,798<sup>16</sup></b>	886 <sup>16</sup> <b>899<sup>16</sup></b>	1,775 <sup>16</sup> <b>1,775<sup>16</sup></b>			Current amount <b>New amount</b>
AUD - Australian dollar						Current amount <b>New amount</b>
DKK - Danish krone						Current amount <b>New amount</b>
GBP - Pound sterling						Current amount <b>New amount</b>
HUF - Hungarian forint						Current amount <b>New amount</b>
ISK - Icelandic krona					550,400 <b>573,200</b>	Current amount <b>New amount</b>
JPY - Japanese yen					0.0030964	Current amount <b>New amount</b>
KRW - Korean won						Current amount <b>New amount</b>
NOK - Norwegian krone						Current amount <b>New amount</b>
NZD - New Zealand dollar	3,066 <b>3,145</b>	1,533 <b>1,573</b>	16,990 <b>16,760</b>			Current amount <b>New amount</b>
SEK - Swedish krona	0.6613052					Current amount <b>New amount</b>
SGD - Singapore dollar						Current amount <b>New amount</b>
ZAR - South African rand	28,900 <b>29,540</b>	14,450 <b>14,770</b>	18,670 <b>18,380</b>			Current amount <b>New amount</b>
	0.0704076					Current amount <b>New amount</b>

15. All amounts appearing in this column, with effect from January 1, 2019, to be fixed by the Nordic Patent Institute, are included here for the purposes of completeness only.

16. Equivalent amounts established for the purposes of fees payable to the International Bureau acting as receiving Office.

Table 3 - PCT Fees: New equivalent amounts for the supplementary search fees  
(applicable from January 1, 2019)

International Searching Authority (Supplementary Search)	ISA/AT		ISA/EP		ISA/FI		ISA/RU	
	EUR	CHF	EUR	CHF	EUR	CHF	EUR	CHF
Reference currency & Amount	850 <sup>1</sup>	1,190 <sup>2</sup>	1,700 <sup>3</sup>	1,775	1,775	1,775	11,800	18,880 <sup>5</sup>
Exchange rate applicable on 01.10.18	Exch. Rate			Exch. Rate		Exch. Rate	Exch. Rate	
CHF - Swiss franc	1.1381555	967	1.354	1.1381555	2,020	1.1381555	0.0150499	284

1. For a search of the German-language documentation.
2. For a search of the European or North American documentation.
3. For a search of only the PCT minimum documentation.
4. This amount refers to the equivalent amount in Swiss francs, at the exchange rate of the Central Bank of the Russian Federation, applicable on the date of payment.
5. This fee applies where a declaration referred to in PCT Article 17(2)(a) has been made by the International Searching Authority because of subject matter referred to in PCT Rule 39.1(iv) (methods of treatment).

Table 3 - PCT Fees: New equivalent amounts for the supplementary search fees  
(applicable from January 1, 2019)

International Searching Authority (Supplementary Search)	ISA/SE		ISA/SG		ISA/TR		ISA/AUA				
	Reference currency & Amount	Amount	Reference currency & Amount	Amount	Reference currency & Amount	Amount	Reference currency & Amount	Amount	Amount	Amount	
Reference currency & Amount	SEK	18,670	SGD	2,240	TRY	500 <sup>6</sup>	EUR	60 <sup>7</sup>	70 <sup>8</sup>	90 <sup>9</sup>	90 <sup>10</sup>
	SEK	<b>18,380</b> <sup>11</sup>			TRY	<b>12,210</b> <sup>12</sup>					
Exchange rate applicable on 01.10.2018			Exch. Rate				Exch. Rate				
	CHF - Swiss franc	<b>2,020</b> <sup>13</sup>	0.7172936	<b>1,607</b>			1.1381555	<b>68</b>	<b>80</b>	<b>102</b>	<b>102</b>

6. For a search of only on the documents in Turkish held in the search collection of the Authority.
7. This fee applies where a declaration referred to in PCT Article 17(2)(a) has been made by the International Searching Authority because of subject matter referred to in PCT Rule 39.1(iv) (methods of treatment).
8. For a search of only the Russian language documentation of the former USSR and the Ukrainian language documentation.
9. For a search of only the European and North American documentation.
10. For a search of the documents in the search collection of the Authority, including the PCT minimum documentation.
11. This new amount of the supplementary search fee has been fixed by the Swedish Patent and Registration Office with effect from January 1, 2019.
12. This new amount of the supplementary search fee has been fixed by the Turkish Patent and Trademark Office with effect from January 1, 2019.
13. New equivalent amount in Swiss francs of the supplementary search fee fixed by the Swedish Patent and Registration Office with effect from January 1, 2019.
14. New equivalent amount in Swiss francs of the supplementary search fee fixed by the Turkish Patent and Trademark Office with effect from January 1, 2019.

Table 3 - PCT Fees: New equivalent amounts for the supplementary search fees  
(applicable from January 1, 2019)

International Searching Authority (Supplementary Search)	ISAXN		ISAXV			
Reference currency & Amount	DKK	4,000 <sup>15</sup>	13,210	EUR	550 <sup>16</sup>	1,775
<i>Exchange rate applicable on 01.10.2018</i> CHF - Swiss franc	DKK	<b>13,230<sup>17</sup></b>	<b>2,020<sup>18</sup></b>	<i>Exch. Rate</i> 1,1381555	<b>626</b>	<b>2,020</b>

15. For a search focusing only on the documents in Danish, Icelandic, Norwegian and Swedish.

16. For a search of only the documentation in Czech, Hungarian, Polish and Slovak.

17. This new amount of the supplementary search fee has been fixed by the Nordic Patent Institute with effect from January 1, 2019.

18. New equivalent amount in Swiss francs of the supplementary search fee fixed by the Nordic Patent Institute with effect from January 1, 2019.

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## OFFICIAL NOTICES (PCT GAZETTE)

29 November 2018

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The publication Official Notices (PCT Gazette) is part of the Gazette published by the International Bureau of the World Intellectual Property Organization in accordance with Article 55(4) of the Patent Cooperation Treaty (PCT) and Rule 86 of the Regulations under the PCT.

## **INTERNATIONAL SEARCHING AUTHORITIES INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

### **AU Australia**

#### **Agreement between the Government of Australia and the International Bureau of the World Intellectual Property Organization<sup>1</sup>**

Following the publication in the Official Notices (PCT Gazette) of 18 January 2018 (pages 14 and 15) of the text of an Amendment to the Agreement concluded between the Government of Australia and the International Bureau, extending the appointment of the **Australian Patent Office** as International Searching and Preliminary Examining Authority under the PCT, the parties have concluded a new Agreement, which will enter into force on 1 January 2019.

The new Agreement will be effective until 31 December 2027, and is set out at the end of the present issue of the Official Notices (PCT Gazette).

## **INFORMATION ON CONTRACTING STATES**

### **BH Bahrain**

The **National Patent Office (Bahrain)** has notified the International Bureau of a change to one of its telephone numbers and to its email address, which are now as follows:

Telephone: (973-17) 57 49 46  
(973-17) 57 48 96

E-mail: ip@moic.gov.bh

[Updating of Annex B1(BH) of the *PCT Applicant's Guide*]

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<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_au.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_au.pdf).



## GE Georgia

The **National Intellectual Property Center of Georgia (SAKPATENTI)** has notified the International Bureau of new amounts of several components of the national fee,<sup>2,3</sup> in **US dollars (USD)**, payable to it as designated (or elected) Office and applicable since 12 June 2018, as follows:

For patent:

Filing fee: <sup>4</sup>	[no change]
Fee for determination of object of protection:	USD 90
Fee for determination of state of the art:	
For one independent claim:	USD 180
For each independent claim in excess of one:	USD 120

For utility model:

Filing fee: <sup>4</sup>	[no change]
Fee for determination of object of protection and novelty:	USD 90

Furthermore, the Office notified the International Bureau of changes concerning the exemption, reduction or refund of the national fee – since 12 June 2018, the fee for determination of the state of the art is reduced by 50% where an international search report or an international preliminary examination report has been established and a Georgian translation thereof is submitted.

[Updating of the National Chapter, Summary (GE) of the *PCT Applicant's Guide*]

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<sup>2</sup> Fees are reduced by 70% where the applicant is the inventor, a higher educational institution or an independent scientific research unit and by 90% where the applicant is a student, pupil or retiree.

<sup>3</sup> Fees are reduced by 20% for applications filed electronically (applicable since 19 June 2018).

<sup>4</sup> Must be paid within one month from the date of request for entry into the national phase.

## DESIGNATED (OR ELECTED) OFFICES

### GE Georgia

On 17 October 2018, the **National Intellectual Property Center of Georgia (SAKPATENTI)** notified the International Bureau of a change in its requirements concerning the translation of the international application – the translation must be furnished within two months from the date of request for entry into the national phase.

[Updating of the National Chapter, Summary (GE) of the *PCT Applicant's Guide*]

## FILING AND PROCESSING IN ELECTRONIC FORM OF INTERNATIONAL APPLICATIONS: NOTIFICATION BY RECEIVING OFFICES

### CR Costa Rica

Since 7 January 2002, any receiving Office having the adequate technical systems in place is able to accept the filing of international applications in electronic form in accordance with Part 7 and Annex F of the Administrative Instructions under the PCT containing, respectively, the legal framework and technical standard necessary to enable the implementation of filing and processing in electronic form of international applications, as provided for under PCT Rule 89*bis*.1.

On 31 October 2018, the **Registry of Industrial Property (Costa Rica)**, in its capacity as receiving Office, notified the International Bureau, under PCT Rules 89*bis*.1(d) and 89*bis*.2 and pursuant to Sections 710(a) and 713 of the Administrative Instructions under the PCT, that it is prepared to receive and process international applications in electronic form with effect from 1 December 2018, as follows:

#### **“As to electronic document formats (Section 710(a)(i)):**

- XML (in general; see Annex F, section 3.1.1.1)
- WIPO Standard ST.25 (for sequence listings; see Annex F, section 3.1.1.2, and Annex C)
- PDF (for files that are referenced by XML files within the international application; see Annex F, section 3.1.2)
- TIFF (for files that are referenced by XML files within the international application; see Annex F, section 3.1.3.1)
- JPEG (for files that are referenced by XML files within the international application; see Annex F, section 3.1.3.2)

#### **As to means of transmittal (Section 710(a)(i)):**

- online filing (see Annex F, section 5 and Appendix III, section 2(d))

**As to electronic document packaging (Section 710(a)(i)):**

- WASP (Wrapped and Signed Package; see Annex F, section 4.2.1)

**As to electronic filing software (Section 710(a)(i)):**

- ePCT-Filing

**As to types of electronic signature (Section 710(a)(i)):**

- facsimile and text string types of signatures (see Annex F, sections 3.3.1 to 3.3.2)
- enhanced electronic signature (see Annex F, section 3.3.4)

**As to conditions, rules and procedures relating to electronic receipt (Section 710(a)(ii)):**

The acknowledgement of receipt of any purported international application filed in electronic form with the Office will contain, in addition to the mandatory information required under Section 704(a)(i) to (iv), the names of the electronic files received (see Section 704(a)(v)).

The Office will make every effort to accept an international application in electronic form. It is only if the application is not sent in accordance with the E-filing interoperability protocol (see Annex F, section 5.1) that no acknowledgement of receipt will be generated. Other errors, such as the use of outdated certificates (see Annex F, Appendix II, section 4.4.7), applications infected by viruses or other forms of malicious logic (see Section 708(b)) or certain missing files, are notified to the applicant by inclusion in the notification of receipt.

Where it appears that the notification of receipt sent to the applicant by electronic means of transmittal was not successfully transmitted, the Office will promptly retransmit the notification of receipt by the same or another means (see Section 709(b)).

**As to methods of online payment (Section 710(a)(ii)):**

Online payment is not available.

**As to details concerning help desks (Section 710(a)(ii)):**

The Office has put in place a help desk to answer questions from users of the service. The help desk may be contacted:

- by telephone at: (506) 2234 1537, (506) 2202 0895
- by fax: (506) 2234 1537
- by e-mail at: [ljimenezs@rnp.go.cr](mailto:ljimenezs@rnp.go.cr); [cmena@rnp.go.cr](mailto:cmena@rnp.go.cr); or [kquesada@rnp.go.cr](mailto:kquesada@rnp.go.cr)

**As to the kinds of documents which may be transmitted to the Office in electronic form (Section 710(a)(iii)):**

- international applications
- subsequently filed documents for international applications, to the extent supported by the relevant software.

**As to the filing of documents in pre-conversion format (Section 710(a)(iv)):**

The Office will accept the filing of documents in any pre-conversion format together with the international application.

**As to procedures for notification of applicants and procedures which applicants may follow as alternatives when the electronic systems of the Office are not available (Section 710(a)(v)):**

In case of failure of the electronic systems when an international application is filed with it, the Office will use all means available, such as fax or e-mail, to inform the applicant about procedures to follow as alternatives.

The Office will provide information concerning the availability of the online filing system on its website ([http://www.rnpdigital.com/propiedad\\_industrial/index.htm](http://www.rnpdigital.com/propiedad_industrial/index.htm)).

**As to the certification authorities that are accepted by the Office and the electronic addresses of the certificate policies under which certificates are issued (Section 710(a)(vi)):**

- WIPO customer CA ([www.wipo.int/pct-safe/en/certificates.htm](http://www.wipo.int/pct-safe/en/certificates.htm))
- Certification Authority (CA) for the European Patent Office ([www.epoline.org/security/EPO\\_PKI\\_CPS.pdf](http://www.epoline.org/security/EPO_PKI_CPS.pdf))

**As to the procedures relating to access to the files of international applications filed or stored in electronic form (Section 710(a)(vii)):**

Applications filed via ePCT-Filing can be accessed by the applicant using ePCT.”

**Agreement between the Government of Australia  
and the International Bureau of the World Intellectual Property Organization**

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

**Preamble**

The Government of Australia 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 Australian Patent Office 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 Australian Patent Office;
  - (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, 2019.

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

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

*In witness whereof* the parties hereto have executed this Agreement.

Done at Geneva, this 29<sup>th</sup> day of October 2018 in two originals in the English language.

For the Government of Australia  
by:

Frances LISSON  
Ambassador and Permanent  
Representative of Australia to the  
World Trade Organization

For the International Bureau of the  
World Intellectual Property  
Organization by:

Francis GURRY  
Director General  
World Intellectual Property  
Organization

### **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:

Australia, Brunei Darussalam, New Zealand, Republic of Korea, Singapore, United Arab Emirates, United States of America, and

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

so far as Article 3(2) is concerned:

Australia, Brunei Darussalam, New Zealand, Republic of Korea, Singapore, United Arab Emirates, United States of America, and

by arrangement, the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations.

For the United States of America, the Authority will act under Article 3(1) provided that the Authority has not received more than 250 international applications from the United States Patent and Trademark Office during the relevant fiscal quarter. Where the Authority has prepared the international search report, the Authority will also act under Article 3(2) if these conditions are met. For further information, see

<https://www.uspto.gov/web/offices/com/sol/og/2014/week52/TOC.htm#ref20>.

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 language which it will accept:  
English.

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

The Authority does not conduct supplementary international searches.

**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 Australian patent law.

**Annex D**  
**Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (Australian dollars)</b>
Search fee (Rule 16.1(a))	2,200
Additional fee (Rule 40.2(a))	2,200
Preliminary examination fee (Rule 58.1(b))	
– where the international search report was issued by the Authority	590
– in other cases	820
Additional fee (Rule 68.3(a))	590
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 document	50

## **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 determines that there is sufficient benefit from the results of an earlier search, up to 50% of the amount of the search fee paid shall be refunded, depending on the extent to which the Authority benefits from that earlier search.

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

(5) When 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.

### **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 language:

English.

### **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 on the claims of a provisional application or a search statement of a provisional application provided by the applicant.

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## OFFICIAL NOTICES (PCT GAZETTE)

6 December 2018

### Notices and Information of a General Character

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**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

**US United States of America**

**Agreement between the United States Patent and Trademark Office and the World Intellectual Property Organization<sup>1</sup> – Amendment to Annex A**

The **United States Patent and Trademark Office (USPTO)** has notified the International Bureau, in accordance with Article 11(3)(i) of the above-mentioned Agreement, of an amendment to Annex A(i) thereof. This amendment, which will enter into force on 1 January 2019, consists of the addition of Jordan to the States indicated in item (i) of the Annex. The amended Annex A will read as follows:

**“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:

United States of America, Bahrain, Barbados, Brazil, Chile, Dominican Republic, Egypt, Georgia, Guatemala, India, Israel, Jordan, Mexico, New Zealand, Oman, Panama, Peru, Philippines, Qatar, Saint Lucia, Saint Vincent and the Grenadines, South Africa, Thailand, Trinidad and Tobago;

so far as Article 3(2) is concerned:

United States of America, and

where the Authority has prepared the international search report,

Bahrain, Barbados, Brazil, Chile, Dominican Republic, Egypt, Georgia, Guatemala, India, Israel, Jordan, Mexico, New Zealand, Oman, Panama, Peru, Philippines, Qatar, Saint Lucia, Saint Vincent and the Grenadines, South Africa, Thailand, Trinidad and Tobago.

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

- (ii) [no change]”

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<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_us.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_us.pdf).

## RECEIVING OFFICES

### ID Indonesia

On 12 November 2018, the **Directorate General of Intellectual Property (Indonesia)** notified the International Bureau of a change concerning the number of copies of the international application required by it – two copies must be provided, instead of three.

[Updating of Annex C(ID) of the *PCT Applicant's Guide*]

### JO Jordan

The **Industrial Property Protection Directorate, Ministry of Industry, Trade and Supply (Jordan)** has specified the United States Patent and Trademark Office (USPTO), in addition to the Australian Patent Office, the Austrian Patent Office and the European Patent Office (EPO), as competent International Searching and International Preliminary Examining Authority for international applications filed by nationals and residents of Jordan with the Industrial Property Protection Directorate, Ministry of Industry, Trade and Supply (Jordan), with effect from 1 January 2019.

[Updating of Annex C(JO) of the *PCT Applicant's Guide*]

## DESIGNATED (OR ELECTED) OFFICES

### NZ New Zealand – Corrigendum

The change concerning the special requirement under PCT Rule 51*bis*.1(a)(i) of the **Intellectual Property Office of New Zealand (IPONZ)**, as published in the Official Notices (PCT Gazette) of 1 November 2018, page 318, was erroneous.

The name and address of each inventor must be provided, if they have not been furnished in the “Request” part of the international application; however, this requirement may be satisfied if the corresponding declaration has been made in accordance with PCT Rule 4.17(i).

[Updating of the National Chapter, Summary (NZ), of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### ID Indonesia

The **Directorate General of Intellectual Property (Indonesia)** has notified the International Bureau of new amounts of several components of the national fee,<sup>2</sup> in **Indonesian rupiahs (IDR)**, payable to it as designated (or elected) Office. These amounts, applicable since 10 November 2016, are as follows:

Filing fee:

- Electronic filing IDR 1,250,000
- Paper filing IDR 1,500,000

Claim fee for each claim  
in excess of 10: IDR 50,000

[Updating of the National Chapter, Summary (ID) of the *PCT Applicant's Guide*]

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<sup>2</sup> Must be furnished or paid within the time limit applicable under PCT Article 22 or 39(1).

## **OFFICIAL NOTICES (PCT GAZETTE)**

**13 December 2018**

**Notices and Information of a General Character**

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## FEES PAYABLE UNDER THE PCT

### EP European Patent Organisation

Pursuant to PCT Rule 16.1(d), a new equivalent amount in **Icelandic kronor (ISK)** has been established for the search fee for an international search carried out by the **European Patent Office (EPO)**. This amount, applicable from 1 February 2019, is ISK 249,900.

[Updating of Annex D(EP) of the *PCT Applicant's Guide*]

### IS Iceland

Pursuant to PCT Rule 15.2(d), new equivalent amounts in **Icelandic kronor (ISK)** have been established for the international filing fee and the fee per sheet in excess of 30, as well as for reductions under item 4 of the PCT Schedule of Fees. These amounts, applicable from 1 February 2019, are as follows:

International filing fee:	ISK 163,600
Fee per sheet in excess of 30:	ISK 1,800
Reductions (under PCT Schedule of Fees, item 4):	
– Electronic filing (the request being in character-coded format):	ISK 24,600
– Electronic filing (the request, description, claims and abstract being in character-coded format):	ISK 36,900

[Updating of Annex C(IS) of the *PCT Applicant's Guide*]

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## OFFICIAL NOTICES (PCT GAZETTE)

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### Notices and Information of a General Character

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**INTERNATIONAL SEARCHING AUTHORITIES  
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES**

**AT Austria**

**Agreement between the Federal Minister of Transport, Innovation and Technology of the Republic of Austria and the International Bureau of the World Intellectual Property Organization<sup>1</sup> - Amendment to Annex D**

The **Austrian Patent Office** has notified the International Bureau, in accordance with Article 11(3)(iii) of the above-mentioned Agreement, of amendments to Part I of Annex D thereof. These amendments will enter into force on 1 January 2019. The amended Annex D will read as follows:

**“Annex D  
Fees and Charges**

**Part I. Schedule of Fees and Charges**

<b>Kind of fee or charge</b>	<b>Amount (euro)</b>
Search fee (Rule 16.1(a))	1,775 <sup>2</sup>
Additional fee (Rule 40.2(a))	1,775 <sup>2</sup>
Supplementary search fees (Rule 45bis.3(a))	[no change]
– of only European and North American documentation	[no change]
– of only German-language documentation	[no change]
Preliminary examination fee (Rule 58.1(b))	[no change]
Additional fee (Rule 68.3(a))	[no change]
Protest fee (Rules 40.2(e) and 68.3(e))	[no change]
Cost of copies (Rules 44.3(b), 45bis.7(c), 71.2(b), 94.1 <i>ter</i> and 94.2), per page	[no change]

**Part II. [No change]”**

<sup>1</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_at.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_at.pdf).

<sup>2</sup> This fee is reduced by 75% where the applicant, or, if there are two or more applicants, each applicant is a natural person and is a national of and resides in a State for which the Austrian Patent Office is an International Searching Authority.

**KR Republic of Korea**

**Agreement between the Korean Intellectual Property Office and the International Bureau of the World Intellectual Property Organization<sup>3</sup> - Amendment to Annex A**

The **Korean Intellectual Property Office** has notified the International Bureau, in accordance with Article 11(3)(i) of the above-mentioned Agreement, of an amendment to Annex A(i) thereof. This amendment, which will enter into force on 6 January 2019, consists of the addition of the United Arab Emirates to the States indicated in item (i) of the Annex. The amended Annex A will read as follows:

**“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:

Republic of Korea, Australia, Chile, Colombia, Indonesia, Malaysia, Mexico, Mongolia, New Zealand, Peru, Philippines, Saudi Arabia, Singapore, Sri Lanka, Thailand, United Arab Emirates, United States of America and Viet Nam;

so far as Article 3(2) is concerned:

Republic of Korea, Australia, Chile, Colombia, Indonesia, Malaysia, Mexico, Mongolia, New Zealand, Peru, Philippines, Saudi Arabia, Singapore, Sri Lanka, Thailand, United Arab Emirates, United States of America and Viet Nam.

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) [no change]”

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<sup>3</sup> Available on the WIPO website at: [www.wipo.int/pct/en/texts/agreements/ag\\_kr.pdf](http://www.wipo.int/pct/en/texts/agreements/ag_kr.pdf).

## INFORMATION ON CONTRACTING STATES

### BZ Belize

On 5 December 2018, the **Belize Intellectual Property Office** notified the International Bureau of a change concerning its email addresses, which are now as follows:

E-mail: belipo@btl.net  
info@belip.bz

In addition, the Office notified the International Bureau of additional changes, as follows:

- The Office accepts the filing of documents via email (PCT Rule 92.4);
- The Office only accepts evidence of mailing a document by DHL or Federal Express, in the case of loss or delay, where a delivery service other than the postal authorities is used; it no longer accepts evidence of mailing a document by *Taca Rapido* or UPS (PCT Rule 82.1).

[Updating of Annex B1(BZ) of the *PCT Applicant's Guide*]

## RECEIVING OFFICES

### AE United Arab Emirates IB International Bureau

The **International Center for Patent Registration, Ministry of Economy (United Arab Emirates)** has specified the Korean Intellectual Property Office, in addition to the Australian Patent Office and the Austrian Patent Office, as competent International Searching and International Preliminary Examining Authority for international applications filed by nationals and residents of the United Arab Emirates with the International Bureau as receiving Office, with effect from 6 January 2019.

[Updating of Annex C(IB) of the *PCT Applicant's Guide*]

## FEES PAYABLE UNDER THE PCT

### AT Austria

The **Austrian Patent Office** has notified the International Bureau of new amounts of the search fee (PCT Rule 16.1(a)) and of the additional search fee (PCT Rule 40.2(a)), in **euro (EUR)**, payable to it as International Searching Authority. These amounts, applicable from 1 January 2019, are EUR 1,775 for each of the fees.

Furthermore, pursuant to PCT Rule 16.1(d), a new equivalent amount in **Korean won (KRW)** has been established for the search fee for an international search carried out by the Office. This amount, also applicable from 1 January 2019, is KRW 2,279,000.

[Updating of Annex D(AT) of the *PCT Applicant's Guide*]