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WORLD INTELLECTUAL PROPERTY ORGANIZATION
GENEVA

INTERNATIONAL PATENT COOPERATION UNION
(PCT UNION)

ASSEMBLY

Twenty-Fourth Session (11th Ordinary)
Geneva, September 16 to October 1, 1997

INTERNATIONAL SEARCHING AUTHORITIES AND INTERNATIONAL
PRELIMINARY EXAMINING AUTHORITIES: EXTENSION OF APPOINTMENTS;
RENEWAL OF AGREEMENTS WITH THE INTERNATIONAL BUREAU

Document prepared by the International Bureau

1. *Introduction.* The International Searching Authorities (ISAs) are appointed by the Assembly pursuant to PCT Article 16(3), paragraph (b) of which provides: “Appointment shall be conditional on the consent of the national Office or intergovernmental organization to be appointed and the conclusion of an agreement, subject to approval by the Assembly, between such Office or organization and the International Bureau. The agreement shall specify the rights and obligations of the parties, in particular, the formal undertaking by the said Office or organization to apply and observe all the common rules of international search.” As to the appointment of International Preliminary Examining Authorities (IPEAs), PCT Article 32(3) provides that the provisions of PCT Article 16(3) shall apply *mutatis mutandis*.

2. There are at present nine Agreements in force, each of which provides for the functioning of the Office concerned (“the Authority”) as an ISA, and, in the case of eight of the Agreements, also as an IPEA. Those Agreements were concluded between WIPO and, variously, the Government of the Contracting State concerned, the responsible Minister, the Office or other government authority, or the intergovernmental organization concerned. The Offices presently acting as ISAs and IPEAs are listed, together with the applicable two-letter codes, below:

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

3. The texts of the nine Agreements (which are referred to in this document, for convenience, as the “AT Agreement,” “AU Agreement,” etc.), as in force on October 1, 1995, were published in a special issue of the *PCT Gazette*, No. 44/1995, on October 12, 1995.

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

5. *Renewal of the Agreements.* Each Agreement contains a provision requiring the parties to it to start negotiations for its renewal in January 1997, at the latest, with the exception of the CN Agreement which requires such negotiations to start in January 1998, at the latest. It is proposed that renewal of all Agreements, including the CN Agreement, be considered at the same time. Negotiations for renewal of the Agreements have included consideration by the Meeting of International Authorities (PCT/MIA) at its sixth session, held from February 17 to 21, 1997, of a common text for the proposed renewed Agreements, based on the “model” Agreement which was published, in 1995, in the WIPO publication *The First Twenty-Five Years of the Patent Cooperation Treaty (PCT) 1970-1995*, with editorial changes and some changes in substance which are outlined in the following paragraphs. On the basis of the text approved by that Meeting, the International Bureau further consulted each Authority in relation to the draft Agreement relating to it and, taking into account the comments received, prepared a draft text for each Agreement.

6. Draft Agreements with all Authorities which would replace the presently applicable Agreements appear in the Appendices to this document.

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

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

(b) *Article 2 (Basic Obligations).* It is proposed to modify the second and third sentences of Article 2(1) so as to refer not only to the PCT Search Guidelines and PCT Preliminary Examination Guidelines but also, more generally, to the common rules of international search and international preliminary examination. It is also proposed to update the text of Article 2(1) by replacing the words “the Guidelines for International Search and for International Preliminary Examination to Be Carried Out under the Patent Cooperation Treaty” with the words “the PCT Search Guidelines and the PCT Preliminary Examination Guidelines,” for consistency with the current titles of those Guidelines. It is further proposed to modify Article 2(2) so as to refer to the mutual assistance in the performance of their functions, which the Authority and the International Bureau shall render to each other, in terms of the extent considered to be appropriate by both the Authority and the International Bureau.

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

(d) *Article 5 (Fees and Charges).* It is proposed to cover, in Article 5(2), both of the variations which appear in the present Agreements in respect of refunds and reductions of the search fee where the Authority is able to use the results of an earlier search. At present, all Agreements except the US Agreement provide for a full or partial refund of the search fee, while the US Agreement provides for the payment, at the outset, of a reduced amount of the

search fee. Since, at present, Article 5(2) provides for a refund of the whole of the search fee, it is also proposed to include in that Article the possibility for an Authority to waive the search fee. Draft Article 5(2) therefore contains both alternatives, leaving the choice to be made by each Authority (together with the fixing of any conditions which must be satisfied) in Annex B to the relevant Agreement.

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

(f) *Articles 9 (Entry into Force) and 10 (Duration and Renewability)*. It is proposed, for the sake of uniformity, that all of the renewed Agreements enter into force on January 1, 1998 (see Article 9), and have a duration of 10 years from that date, renewable following negotiations starting, at the latest, in January 2007 (see Article 10).

8. *Changes to certain Agreements only*. Changes proposed in relation to particular Agreements with a view to removing or modifying provisions which are no longer applicable, or which appear to be in need of updating or revision, are specifically identified in the following subparagraphs in respect of each Agreement concerned.

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

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

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

9. *Certain variations among the Agreements.* It is unavoidable to maintain certain variations among the Agreements, the most significant being outlined in the following subparagraphs.

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

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

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

(d) *JP Agreement.* Since the Authority will act, under Article 3 (Competence of Authority), for international applications filed with the receiving Office of, or acting for, any Contracting State, that Article does not refer to Annex A so far as indications of States are concerned. Consequently, there is no need for Article 11(3)(i) to refer to amendments of the list of such States, and Annex A does not contain such a list.

(e) *RU Agreement.* Since the Authority will, as at present, act under Article 3 (Competence of the Authority) for international applications filed with the receiving Office of, or acting for, any Contracting State, that Article does not refer to Annex A so far as indications of States are concerned. Consequently, there is no need for Article 11(3)(i) to refer to amendments of the list of such States, and Annex A does not contain such a list.

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

10. *Contents of Annexes to the various Agreements.* The currently applicable indications, as set out in the Annexes to the various Agreements, of States, languages, subject matter not required to be searched or examined, and fees have, after consultation with the Authorities concerned, been carried over into the draft renewed Agreements or in some instances modified.

11. *Remark.* When the appointment of most of the ISAs and IPEAs was renewed by the Assembly of the PCT Union in 1987, the Assembly noted that it was not necessary, before extending such appointment, to seek the advice of the PCT Committee for Technical Cooperation (see document PCT/A/XV/2, paragraph 6(ii)). With respect to the present extension, it is also considered not to be necessary to consult the said Committee.

12. *The Assembly of the PCT Union is invited*

(i) to approve the texts of the draft Agreements between the nine Authorities mentioned in paragraph 2, above, and the International Bureau, as set out in the Appendices to this document, and

(ii) to extend, until December 31, 2007, the appointments of those Authorities.

[Appendices follow]

DRAFT

Agreement

between the Federal Minister for Economic Affairs 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 for Economic Affairs of the Republic of Austria and the International Bureau of the World Intellectual Property Organization,

Considering that the Agreement of September 26, 1987, under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty 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 was concluded for a period of 10 years from January 1, 1988, to December 31, 1997,

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

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. 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 Search Guidelines and the PCT Preliminary Examination Guidelines.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent 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.

(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.

(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).

Article 4

Subject Matter Not Required to Be Searched or Examined

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

Article 5

Fees and Charges

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

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

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

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

Article 6 Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

Article 7 Languages of Correspondence Used by the Authority

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

Article 8 International-Type Search

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

Article 9 Entry into Force

This Agreement shall enter into force on January 1, 1998.

Article 10
Duration and Renewability

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

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 Federal Minister for Economic Affairs of the Republic of Austria; they shall take effect on the date agreed upon by them.

(3) The Federal Minister for Economic Affairs of the Republic of Austria 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 schedule of fees and charges contained in Annex C to this Agreement;
- (iii) amend the indications of languages of correspondence contained in Annex D to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that, for any increase of fees or charges contained in Annex C, that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12
Termination

- (1) This Agreement shall terminate before December 31, 2007:
- (i) if the Federal Minister for Economic Affairs 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 for Economic Affairs 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 for Economic
Affairs of the Republic of Austria
by:

For the International Bureau
by:

(signature)
(function)

(signature)
Director General of the World Intellectual
Property Organization

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

(i) the following States:

the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations, provided that the Republic of Austria, in accordance with its obligations undertaken within the framework of the European Patent Organisation, has concluded with those States an agreement for that purpose;

(ii) the following languages:

English, French, German.

Annex B
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:

all subject matter searched or examined under the national patent grant procedure under the provisions of the Austrian Patent Law.

Annex C
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Austrian schillings)
Search fee (Rule 16.1(a))	2,200
Additional fee (Rule 40.2(a))	2,200
Preliminary examination fee (Rule 58.1(b))	2,200
Additional fee (Rule 68.3(a))	2,200
Cost of copies (Rules 44.3(b), 71.2(b) and 94.1), per page	8

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 an earlier search to the full extent or to a substantially prevailing portion, 75% of the search fee 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 D
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.

[Appendix II (AU) follows]

DRAFT

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 Agreement of November 11, 1987, under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty 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 was concluded for a period of 10 years from January 1, 1988, to December 31, 1997,

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

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. 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 Search Guidelines and the PCT Preliminary Examination Guidelines.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent 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.

(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.

(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).

Article 4

Subject Matter Not Required to Be Searched or Examined

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

Article 5

Fees and Charges

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

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

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

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

Article 6 Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

Article 7 Languages of Correspondence Used by the Authority

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

Article 8 International-Type Search

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

Article 9 Entry into Force

This Agreement shall enter into force on January 1, 1998.

Article 10
Duration and Renewability

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

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; 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 schedule of fees and charges contained in Annex C to this Agreement;
- (iii) amend the indications of languages of correspondence contained in Annex D to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that, for any increase of fees or charges contained in Annex C, that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12
Termination

(1) This Agreement shall terminate before December 31, 2007:

- (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
by:

(signature)
(function)

(signature)
Director General of the World Intellectual
Property Organization

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

(i) the following States:

Australia, New Zealand and
the States regarded as developing countries in conformity with the established
practice of the General Assembly of the United Nations;

(ii) the following language:
English.

Annex B
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:

subject matter which is searched or examined under Australian national grant procedure.

Annex C
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Australian dollars)
Search fee (Rule 16.1(a))	800
Additional fee (Rule 40.2(a))	800
Preliminary examination fee (Rule 58.1(b))	450
Additional fee (Rule 68.3(a))	450
Cost of copies (Rules 44.3(b) and 71.2(b)), per document	15

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 an earlier search, 25%, 50%, 75% or 90% of the search fee shall be refunded, depending upon 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 D
Languages of Correspondence

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

English.

[Appendix III (CN) follows]

DRAFT

Agreement

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

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

Preamble

The Chinese Patent Office and the International Bureau of the World Intellectual Property Organization,

Considering that the Agreement of September 28, 1992, under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty in relation to the functioning of the Chinese Patent Office as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty entered into force on January 1, 1994, and will remain in force until December 31, 1998,

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

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 Chinese 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. 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 Search Guidelines and the PCT Preliminary Examination Guidelines.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent 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.

(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.

(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).

Article 4

Subject Matter Not Required to Be Searched or Examined

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

Article 5

Fees and Charges

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

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

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

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

Article 6 Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

Article 7 Languages of Correspondence Used by the Authority

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

Article 8 International-Type Search

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

Article 9
Entry into Force

- (1) This Agreement shall enter into force on January 1, 1998.
- (2) This Agreement supersedes, as from its date of entry into force, the Agreement which was concluded on September 28, 1992.

Article 10
Duration and Renewability

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

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; 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 schedule of fees and charges contained in Annex C to this Agreement;
- (iii) amend the indications of languages of correspondence contained in Annex D to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that, for any increase of fees or charges contained in Annex C, that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12
Termination

(1) This Agreement shall terminate before December 31, 2007:

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

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Chinese Patent Office
by:

For the International Bureau
by:

(signature)
(function)

(signature)
Director General of the World Intellectual
Property Organization

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

(i) the following States:

China, Kenya, Liberia, Turkey
and any State that the Authority will specify;

(ii) the following languages:

Chinese, English.

Annex B
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:

subject matter which is searched or examined in Chinese national applications.

Annex C
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Yuan renminbi)
Search fee (Rule 16.1(a))	800
Additional fee (Rule 40.2(a))	800
Preliminary examination fee (Rule 58.1(b))	800
Additional fee (Rule 68.3(a))	800
Protest fee (Rules 40.2(e) and 68.3(e))	200
Cost of copies (Rules 44.3(b), 71.2(b) and 94.1), 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 an earlier search to the full extent or to a substantially prevailing portion, 75% 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 D
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.

[Appendix IV (EP) follows]

DRAFT

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 Agreement of October 7, 1987, under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty, as well as Articles 154 and 155 of the European Patent Convention, 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 was concluded for a period of 10 years from January 1, 1988, to December 31, 1997,

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

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;
 - (i) “Convention” means the Convention on the Grant of European Patents (European Patent Convention).
- (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. 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 Search Guidelines and the PCT Preliminary Examination Guidelines.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent 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, 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.

(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, provided that the receiving Office specifies the Authority for that purpose, that, for such application, the international search is or has been performed by the Authority or the industrial property Office of a State party to the Convention and, where applicable, that the Authority has been chosen by the applicant.

(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) Notwithstanding paragraphs (1) and (2), if the work load of the Authority reaches such a level that, because of its then existing facilities, it cannot perform the tasks assumed by it under this Agreement without risks for its proper functioning under the Convention, the Authority may entrust any industrial property Office of a State party to the Convention with work in respect of international search or international preliminary examination to be carried out under the responsibility of the Authority.

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

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

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

Article 6
Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

This Agreement shall enter into force on January 1, 1998.

Article 10
Duration and Renewability

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

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 President of the European Patent Office; they shall take effect on the date agreed upon by them.

(3) The President of the European Patent Office may, by a notification to the Director General of the World Intellectual Property Organization:

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

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that, for any increase of fees or charges contained in Annex C, that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12
Termination

- (1) This Agreement shall terminate before December 31, 2007:
- (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
by:

(signature)
(function)

(signature)
Director General of the World Intellectual
Property Organization

Annex A Languages

Under Article 3 of the Agreement, the Authority specifies the following languages:

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

Annex B 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:

all subject matter searched or examined under the European patent grant procedure in application of the equivalent provisions of the Convention.

Annex C Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Deutsche mark)
Search fee (Rule 16.1(a))	2,200 ¹
Additional fee (Rule 40.2(a))	2,200 ¹
Preliminary examination fee (Rule 58.1(b))	3,000 ¹
Additional fee (Rule 68.3(a))	3,000 ¹
Protest fee (Rules 40.2(e) and 68.3(e))	2,000
Cost of copies (Rules 44.3(b), 71.2(b) and 94.1), per page	1.30

1. This fee can be reduced by 75% if the international application is filed by a national of a State which fulfills the requirements for the corresponding reduction of certain PCT fees as specified in the Schedule of Fees annexed to the PCT Regulations (see also footnote 6 to Annex C(IB) and *PCT Gazette* No. 50/1995, pages 19233 and 19234) in accordance with the decision of the EPO's Administrative Council of 14 June 1996. However, for nationals of "countries in transition" ("reform States") the decision of the EPO's Administrative Council of 15 December 1994 still applies for a period of three years as from 1 April 1995. For further details, see *PCT Gazette* No. 46/1996, pages 19814 to 19824.

[Annex C, continued]

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

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

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

(3) Where the Authority benefits from an earlier search (including a privately commissioned “standard” search) already made by the Authority on an application whose priority is claimed for the international application, the following refund of the search fee shall be made:

- (i) no supplementary search performed: refund of 100%;
- (ii) supplementary search performed in the documentation relating to one or more subdivisions consulted in the earlier search or extended to one or more subdivisions not yet consulted: refund of 75%;
- (iii) supplementary search performed in the documentation relating to one or more subdivisions already consulted and extended to one or more subdivisions not yet consulted: refund of 50%;
- (iv) supplementary search performed in the documentation relating to subdivisions concerning a new aspect of the invention claimed (for instance, cases where the international application is based on several earlier applications only one of which was the subject of an earlier search report): 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, 75% of the preliminary examination fee paid shall be refunded.

Annex D Languages of Correspondence

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

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

[Appendix V (ES) follows]

DRAFT

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
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 Agreement of September 22, 1993, under Article 16(3)(b) of the Patent Cooperation Treaty in relation to the functioning of the Spanish Patent and Trademark Office as an International Searching Authority under the Patent Cooperation Treaty entered into force on September 22, 1993, and will remain into force until December 31, 1997,

Desirous to continue the functioning of the Spanish Patent and Trademark Office as an International Searching Authority under the Patent Cooperation Treaty,

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 in accordance with, and perform such other functions of an International Searching Authority as are provided under, the Treaty, the Regulations, the Administrative Instructions and this Agreement. In carrying out international search, the Authority shall apply and observe all the common rules of international search and, in particular, shall be guided by the PCT Search Guidelines.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent 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 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.

(2) Where an international application is filed with the International Bureau as receiving Office under Rule 19.1(a)(iii), paragraph (1) applies 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).

Article 4

Subject Matter Not Required to Be Searched

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

Article 5

Fees and Charges

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

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

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

Article 6

Classification

For the purposes of Rule 43.3(a), the Authority shall indicate solely the International Patent Classification.

Article 7

Languages of Correspondence Used by the Authority

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

Article 8

International-Type Search

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

Article 9

Entry into Force

This Agreement shall enter into force on January 1, 1998.

Article 10

Duration and Renewability

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

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; 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 languages contained in Annex A to this Agreement;
- (ii) amend the schedule of fees and charges contained in Annex C to this Agreement;
- (iii) amend the indications of languages of correspondence contained in Annex D to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that, for any increase of fees or charges contained in Annex C, that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12

Termination

(1) This Agreement shall terminate before December 31, 2007:

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

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Spanish Patent and
Trademark Office
by:

For the International Bureau
by:

(signature)
(function)

(signature)
Director General of the World Intellectual
Property Organization

Annex A
Languages

Under Article 3 of the Agreement, the Authority specifies the following language:

Spanish.

Annex B
Subject Matter Not Excluded from Search

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

none.

Annex C
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Spanish pesetas)
Search fee (Rule 16.1(a))	72,190
Additional fee (Rule 40.2(a))	72,190
Cost of copies (Rule 44.3(b))	
– national documents, per document	500
– foreign documents, per document	700

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 an earlier search, 25%, 50%, 75% or 100% of the search fee paid shall be refunded, depending upon the extent to which the Authority benefits from that earlier search.

Annex D
Languages of Correspondence

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

Spanish.

[Appendix VI (JP) follows]

DRAFT

Agreement

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

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

Preamble

The Japanese Patent Office and the International Bureau of the World Intellectual Property Organization,

Considering that the Agreement of September 28, 1987, under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty in relation to the functioning of the Japanese Patent Office as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty was concluded for a period of 10 years from January 1, 1988, to December 31, 1997,

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

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 Japanese 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. 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 Search Guidelines and the PCT Preliminary Examination Guidelines.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent 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, 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.

(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, 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.

(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).

Article 4

Subject Matter Not Required to Be Searched or Examined

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

Article 5

Fees and Charges

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

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

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

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

Article 6

Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

Article 7

Languages of Correspondence Used by the Authority

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

Article 8

International-Type Search

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

Article 9

Entry into Force

This Agreement shall enter into force on January 1, 1998.

Article 10
Duration and Renewability

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

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; 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 languages contained in Annex A to this Agreement;
- (ii) amend the schedule of fees and charges contained in Annex C to this Agreement;
- (iii) amend the indications of languages of correspondence contained in Annex D to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that, for any increase of fees or charges contained in Annex C, that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12
Termination

(1) This Agreement shall terminate before December 31, 2007:

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

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Japanese Patent Office
by:

For the International Bureau
by:

(signature)
(function)

(signature)
Director General of the World Intellectual
Property Organization

Annex A
Languages

Under Article 3 of the Agreement, the Authority specifies the following language:

Japanese.

Annex B
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:

subject matter which is searched or examined in Japanese national applications.

Annex C
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Japanese yen)
Search fee (Rule 16.1(a))	77,000
Additional fee (Rule 40.2(a))	68,000
Preliminary examination fee (Rule 58.1(b))	28,000
Additional fee (Rule 68.3(a))	19,000
Cost of copies (Rules 44.3(b), 71.2(b) and 94.1), per document	1,500

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 Authority benefits from an earlier search to a considerable extent, the amount of 32,000 Japanese yen shall be refunded, upon request.

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

(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 D
Languages of Correspondence

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

Japanese.

[Appendix VII (RU) follows]

DRAFT

Agreement

between the Russian Agency for Patents and Trademarks
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Russian Agency for Patents and Trademarks
as an International Searching Authority and
International Preliminary Examining Authority
under the Patent Cooperation Treaty

Preamble

The Russian Agency for Patents and Trademarks and the International Bureau of the World Intellectual Property Organization,

Considering that the Agreement of November 5, 1987, under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty in relation to the functioning of the Russian Agency for Patents and Trademarks as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty was concluded for a period of 10 years from January 1, 1988, to December 31, 1997,

Desirous to continue the functioning of the Russian Agency for Patents and Trademarks as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty,

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 Agency for Patents and Trademarks;
- (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. 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 Search Guidelines and the PCT Preliminary Examination Guidelines.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent 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, 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.

(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, 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.

(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).

Article 4

Subject Matter Not Required to Be Searched or Examined

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

Article 5

Fees and Charges

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

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

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

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

Article 6

Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

Article 7

Languages of Correspondence Used by the Authority

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

Article 8

International-Type Search

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

Article 9

Entry into Force

This Agreement shall enter into force on January 1, 1998.

Article 10
Duration and Renewability

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

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; 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 languages contained in Annex A to this Agreement;
- (ii) amend the schedule of fees and charges contained in Annex C to this Agreement;
- (iii) amend the indications of languages of correspondence contained in Annex D to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that, for any increase of fees or charges contained in Annex C, that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12
Termination

(1) This Agreement shall terminate before December 31, 2007:

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

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Russian Agency for Patents
and Trademarks
by:

For the International Bureau
by:

(signature)
(function)

(signature)
Director General of the World Intellectual
Property Organization

Annex A
Languages

Under Article 3 of the Agreement, the Authority specifies the following languages:

Russian, English, French, German, Spanish.

Annex B
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:

methods for treatment of the human or animal body by surgery or therapy, as well as diagnostic methods.

Annex C
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (US dollars)
Search fee (Rule 16.1(a)) ¹	300
Additional fee (Rule 40.2(a)) ²	300
Preliminary examination fee (Rule 58.1(b)): ²	
– if the international search report has been prepared by the Authority	200
– if the international search report has been prepared by another International Searching Authority	300
Additional fee (Rule 68.3(a)): ²	
– if the international search report has been prepared by the Authority	200
– if the international search report has been prepared by another International Searching Authority	300
Cost of copies of cited documents (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)): ²	
– patent document, per page	0.30
– non-patent document, per page	1.20
Cost of copies of document contained in the file of the international application (Rule 94.1), per page ²	1.20

-
1. If payment is made to a receiving Office which accepts payments in Russian roubles, the applicant may, instead of paying the US dollar amount, pay the equivalent amount in Russian roubles at the exchange rate applicable, on the date of payment, at the Central Bank of the Russian Federation.
 2. The applicant may, instead of paying the US dollar amount, pay the equivalent amount in Russian roubles at the exchange rate applicable, on the date of payment, at the Central Bank of the Russian Federation.

[Annex C, continued]

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

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

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

(3) Where the Authority benefits from an earlier international, international-type or other search prepared by it, the following amount of the search fee shall be refunded:

- (i) 75%, if no additional search is required;
- (ii) 50%, if the additional search is confirmed by documents relating to one or two additional IPC subgroups;
- (iii) 25%, if the additional search is confirmed by documents relating to new aspects of the claimed invention (for example, the international application is based on several earlier applications and the earlier search report is used as to one of them).

(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 D Languages of Correspondence

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

Russian, English, French, German or Spanish, depending on the language in which the international application is filed or translated, or, at the applicant's choice, Russian or English.

[Appendix VIII (SE) follows]

DRAFT

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 Agreement of September 26, 1987, under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty 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 was concluded for a period of 10 years from January 1, 1988, to December 31, 1997,

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

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. 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 Search Guidelines and the PCT Preliminary Examination Guidelines.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent 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.

(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.

(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).

Article 4

Subject Matter Not Required to Be Searched or Examined

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

Article 5

Fees and Charges

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

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

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

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

Article 6 Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

Article 7 Languages of Correspondence Used by the Authority

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

Article 8 International-Type Search

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

Article 9 Entry into Force

This Agreement shall enter into force on January 1, 1998.

Article 10
Duration and Renewability

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

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; 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 schedule of fees and charges contained in Annex C to this Agreement;
- (iii) amend the indications of languages of correspondence contained in Annex D to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that, for any increase of fees or charges contained in Annex C, that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12
Termination

(1) This Agreement shall terminate before December 31, 2007:

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

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Swedish Patent and
Registration Office
by:

For the International Bureau
by:

(signature)
(function)

(signature)
Director General of the World Intellectual
Property Organization

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

- (i) the following States:
 - (a) Denmark, Finland, Iceland, Norway, Sweden;
 - (b) the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations, provided that Sweden, in accordance with its obligations undertaken within the framework of the European Patent Organisation, has concluded with those States an agreement for that purpose;
- (ii) the following languages:
 - (a) for international applications filed with the receiving Office of, or acting for, any State referred to in subparagraph (i)(a), above:
Danish, English, Finnish, Norwegian, Swedish;
 - (b) for international applications filed with the receiving Office of, or acting for, any State referred to in subparagraph (i)(b), above:
Danish, English, Finnish, French, Norwegian, Swedish.

Annex B
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:

none.

Annex C
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Swedish kronor)
Search fee (Rule 16.1(a)):	
– if, on an earlier application, the priority of which is claimed, a search report has been issued by the Swedish Patent and Registration Office, the Danish Patent Office, the National Board of Patents and Registration (Finland), the Norwegian Patent Office or the Icelandic Patent Office	6,200
– in all other cases	6,800
Additional fee (Rule 40.2(a))	6,800
Translation of the international application (Rule 48.3), per word	2.30
Preliminary examination fee (Rule 58.1(b))	4,200
Additional fee (Rule 68.3(a))	4,200
Cost of copies (Rules 44.3(b), ¹ 71.2(b) and 94.1), 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 an earlier international or international-type search, 25%, 50%, 75% or 90% of the search fee paid according to Part I shall be refunded, depending upon the extent to which the Authority benefits from that earlier search.

(4) 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(a), 57.4(c) or 58.2(c) applies;
- (b) refund of the amount paid less the current amount of transmittal fee, where Rule 60.1(c) applies.

(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.

1. Applicants receive free of charge, together with the international search report, a copy of each of the documents cited therein; the amount indicated is payable only where applicants request additional copies of such documents.

Annex D
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.

[Appendix IX (US) follows]

APPENDIX IX (US)

DRAFT

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 Agreement of September 26, 1987, under Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty 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 was concluded for a period of 10 years from January 1, 1988, to December 31, 1997,

Desirous to continue 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,

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. 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 Search Guidelines and the PCT Preliminary Examination Guidelines.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent 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.

(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).

Article 4

Subject Matter Not Required to Be Searched or Examined

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

Article 5

Fees and Charges

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

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

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

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

Article 6

Classification

The Authority shall indicate the International Patent Classification for the purposes of Rules 43.3(a) and 70.5(b) and may also apply the United States Patent Classification.

Article 7

Languages of Correspondence Used by the Authority

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

Article 8

International-Type Search

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

Article 9

Entry into Force

This Agreement shall enter into force on January 1, 1998.

Article 10

Duration and Renewability

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

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; 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 schedule of fees and charges contained in Annex C to this Agreement;
- (iii) amend the indications of languages of correspondence contained in Annex D to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that, for any increase of fees or charges contained in Annex C, that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12
Termination

(1) This Agreement shall terminate before December 31, 2007:

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

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

In witness whereof the parties hereto have executed this Agreement.

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

For the United States Patent and
Trademark Office
by:

For the International Bureau
by:

(signature)
(function)

(signature)
Director General of the World Intellectual
Property Organization

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

- (i) the following States, so far as Article 3(1) is concerned:

United States of America, Brazil, Barbados, Trinidad and Tobago, Mexico, Israel, New Zealand;

- (ii) the following States, so far as Article 3(2) is concerned:

United States of America and,
where the Authority has prepared the international search report, Brazil, Barbados, Trinidad and Tobago, Mexico, Israel, New Zealand;

- (iii) the following language:

English.

Annex B
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:

subject matter which is searched or examined in United States national applications.

Annex C
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (US dollars)
Search fee (Rule 16.1(a)):	
– where a corresponding prior United States national application filed under 35 U.S.C. 111(a) with the filing fee under 37 CFR 1.16(a) has been filed	450
– in all other cases	700
Additional fee (Rule 40.2(a))	210
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 was carried out by, and the search fee paid to, the Authority	490
– where the international search was carried out by another authority	750
Additional fee (Rule 68.3(a)):	
– where the international search was carried out by, and an additional search fee paid to, the Authority	140
– where the international search was carried out by another authority	270
Cost of copies (Rule 94.1):	
– 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) Where the demand is considered, under Rule 54.4(a), 57.4(c), 58.2(c) or 60.1(c), as if it had not been submitted, 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, less a processing fee equivalent to the transmittal fee under Rule 14.1(b), shall be refunded.

Annex D
Languages of Correspondence

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

English.

[End of Appendix IX (US) and of document]