

Agreement

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

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

(as in force from January 1, 2009)*

* Done at Geneva on October 3, 2007, and last amended with effect from January 1, 2009 (see *Official Notices (PCT Gazette)* dated December 13, 2007, pages 252 to 258, February 12, 2009, pages 31 to 38, and August 20, 2009, pages 135 and 136).

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

Preamble

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

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

Hereby agree as follows:

Article 1 Terms and Expressions

- (1) For the purposes of this Agreement:
 - (a) “Treaty” means the Patent Cooperation Treaty;
 - (b) “Regulations” means the Regulations under the Treaty;
 - (c) “Administrative Instructions” means the Administrative Instructions under the Treaty;
 - (d) “Article” (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) “Rule” means a Rule of the Regulations;
 - (f) “Contracting State” means a State party to the Treaty;
 - (g) “the Authority” means the Russian Federal Service for Intellectual Property, 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.

(2) In carrying out international search and international preliminary examination, the Authority shall apply and observe all the common rules of international search and of

international preliminary examination and, in particular, shall be guided by the PCT International Search and Preliminary Examination Guidelines.

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

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

Article 3

Competence of Authority

(1) The Authority shall act as International Searching Authority for any international application filed with the receiving Office of, or acting for, any Contracting State, 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).

(4) The Authority shall conduct supplementary international searches in accordance with Rule 45*bis*, covering at least the documentation referred to in Annex E to this Agreement, subject to any limitations and conditions set out in that Annex.

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 (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, 2008.

Article 10
Duration and Renewability

This Agreement shall remain in force until December 31, 2017. The parties to this Agreement shall, no later than July 2016, 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;
- (iv) amend the indications and information concerning supplementary international searches contained in Annex E 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, 2017:

- (i) if the Russian Federal Service for Intellectual Property, Patents and Trademarks gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
- (ii) if the Director General of the World Intellectual Property Organization gives the Russian Federal Service for Intellectual Property, Patents and Trademarks written notice to terminate this Agreement.

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

**Annex A
Languages**

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

all subject matter searched or examined under national patent law administered by the Russian Federal Service for Intellectual Property, Patents and Trademarks.

**Annex C
Fees and Charges**

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Russian rubles)
Search fee (Rule 16.1(a))	13,500
Additional fee (Rule 40.2(a))	13,500
Supplementary search fee (Rule 45 <i>bis</i> .3(a))	9,450
Supplementary search fee for a search in accordance with paragraph (3) of Annex E, where a declaration referred to in Article 17(2)(a) has been made because of subject matter referred to in Rule 39.1(iv)	13,500
Review fee (Rule 45 <i>bis</i> .6(c))	4,050
Preliminary examination fee (Rule 58.1(b)):	
– if the international search report has been prepared by the Authority	5,400
– if the international search report has been prepared by another International Searching Authority	8,100
Additional fee (Rule 68.3(a)):	
– if the international search report has been prepared by the Authority	5,400
– if the international search report has been prepared by another International Searching Authority	8,100
Late furnishing fee (Rule 13 <i>ter</i> .1(c))	4,050
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)):	
– patent document, per page	10
– non-patent document, per page	30

Cost of copies of document contained in the file of the international application (Rule 94.2), per page

80

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

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

(2) Where the international application is withdrawn or considered withdrawn, under Article 14(1), (3) or (4), or Rules 90*bis*.1(a) or 90*bis*.2(c) 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, carried out in respect of an earlier application by the Authority itself or by another International Searching Authority, 25 % – 75 % of the search fee shall be refunded, depending on the degree to which the Authority benefits from this 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 languages:

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

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

(1) The Authority will accept requests for supplementary international search based on international applications filed or translations furnished in English or Russian.

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

- (i) SU – authors certificates and patents of the former USSR (from 1924 to 1991)
- (ii) RU – applications, patents, and utility models of the Russian Federation (from 1992 to present)
- (iii) EA – Eurasian applications and patents (from 1996 to present)

- (iv) AM – patent documents of Armenia (from 1995 to present)¹
- (v) BY – patent documents of Belarus (from 1994 to present)¹
- (vi) KZ – patent documents of Kazakhstan (from 1993 to present)¹
- (vii) KG – patent documents of Kyrgyzstan (from 1995 to present)¹
- (viii) TJ – patent documents of Tajikistan (from 2005 to present)¹
- (ix) TM – patent documents of Turkmenistan (from 1993 to present)¹
- (x) UZ – patent documents of Uzbekistan (from 1994 to present)¹
- (xi) AZ – patent documents of Azerbaijan (from 1996 to present)²
- (xii) UA – patent documents of Ukraine (from 1993 to present)²

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

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

² With respect to the documents published by the Office in Russian.