

WIPO



PCT/A/40/7

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WORLD INTELLECTUAL PROPERTY ORGANIZATION
GENEVA

**INTERNATIONAL PATENT COOPERATION UNION
(PCT UNION)**

ASSEMBLY

**Fortieth (17th Ordinary) Session
Geneva, September 22 to October 1, 2009**

REPORT

adopted by the Assembly

1. The Assembly was concerned with the following items of the Consolidated Agenda (document A/47/1): 1, 2, 3, 4, 5, 10, 12, 13, 14, 15, 16, 17, 18, 19, 30, 39 and 40.
2. The report on the said items, with the exception of item 30, is contained in the General Report (document A/47/16).
3. The report on item 30 is contained in the present document.
4. Ms. Anne Rejnhold Jørgensen (Denmark) was elected Chair of the Assembly; Mr. Li Yuguang (China) and Mr. Miklós Bendzsel (Hungary) were elected Vice-Chairs.

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ITEM 30 OF THE CONSOLIDATED AGENDA:

MATTERS CONCERNING THE PCT UNION

Appointment of the Egyptian Patent Office and the Israel Patent Office as International Searching and Preliminary Examining Authorities under the PCT

5. Discussions were based on documents PCT/A/40/4 and 5.
6. The Chair reported to the Assembly the unanimous positive recommendations given by the Committee for Technical Cooperation as to the requests by the Egyptian Patent Office and the Israel Patent Office for appointment as International Searching and Preliminary Examining Authorities under the PCT (see document PCT/CTC/24/4) and stated that, given those unanimous recommendations, she proposed that the requests for appointment of the Egyptian Patent Office and the Israel Patent Office be dealt with at the same time.
7. The Delegation of the Syrian Arab Republic stated that, although it might seem that the issue at stake was of a technical nature, a political matter of fact imposed itself and should not be disregarded. In view of the existing conflict in the region, continuing occupation by Israel of Arab territories, in addition to the fact that Israel did not enjoy a sound legal status in the region, and the political situation between Israel and countries of the region – particularly the fact that, according to the rules of procedure, Israel was not considered among countries of the region, nor did it belong to that Group – the Delegation considered that it seemed impossible for the Israeli Patent Office to adequately undertake its work or function as an Authority that served the countries of the region. This would result in a burden on the Organization and a failure to provide the expected services. The fact that, as mentioned in the relevant document, the headquarters of the said Office would be Jerusalem, an occupied city subject to numerous UN resolutions, made the issue even more difficult to accept at this stage. The Delegation requested to put on record its objection to the request made by Israel that the Israeli Patent Office be appointed as an International Searching and Preliminary Examining Authority under the PCT, and that the said objection be officially recorded in related documents.
8. The Delegations of Sudan and Algeria aligned themselves with the statement of the Delegation of Syrian Arab Republic.
9. The Delegation of Egypt stated that it wished it to be clear from the record that the reservations expressed by the Delegations of the Syrian Arab Republic, Sudan and Algeria concerned the request for appointment of the Israel Patent Office but not the request for appointment of the Egyptian Patent Office.
10. The Delegation of the United States of America stated that it wished to clarify its understanding that this matter involved two countries' Offices and thus, in its view, should be dealt with as a package, so that there would be no action on the request by one Office if action on the other was still pending, so the action was pending with regard to both Offices.
11. The Delegation of Egypt, referring to the previous appointments of the Offices of Brazil and India as International Authorities, stated that, in its view, there was precedent for requests by several Offices to be taken one by one, Office by Office.
12. The Delegation of Israel stated that, having heard the intervention by the Delegation of Algeria, if there was no agreement on the request to appoint the Israel Patent Office as an International Authority, then there could be no agreement on other matters on the agenda.

13. The Delegation of Australia stated that it supported the approach by the Chair to take the two requests for appointment together, noting that the question whether or not an Office qualified for appointment as an International Authority was a technical question, and that there had been unanimous support for both requests in the Committee for Technical Cooperation.
14. The Delegation of Egypt stated that advice should be sought from the Legal Counsel of WIPO on the question whether the requests by two countries to have their respective Offices appointed as International Authorities were to be decided upon together or separately and independently.
15. In response, the Legal Counsel of WIPO stated that, in the past, requests by different countries to appoint their respective Offices as International Authorities had been considered individually; however, it was up to the Chair of the PCT Assembly and the Assembly itself to decide how it wished to proceed.
16. The Delegation of Egypt stated that, having heard the advice by the Legal Counsel, the Assembly should decide now on its practice as to how to handle this matter, that is, whether requests by countries should be dealt with individually and separately, or in a package.
17. The Delegation of Romania stated that it found it difficult to understand why two countries in similar positions should be treated differently and in this context wished to support the intervention by the Delegation of the United States of America. In addition, noting the technical nature of the decision at hand, it wished to support the statement by the Delegation of Australia.
18. The Delegation of Germany suggested that the meeting be suspended to deal with the matter in an informal way.
19. The Delegation of Canada stated that, noting the unanimous support in the Committee for Technical Cooperation for both requests, the Assembly should approve the appointment of both Offices as International Authorities, while noting the reservations expressed by three countries with regard to the appointment of the Israel Patent Office.
20. Following informal consultations, the Legal Counsel of WIPO clarified that the applications presented by Egypt and Israel for appointment as International Authorities under the PCT were entirely independent and that under established practice they would be considered separately and independently.
21. The Chair summarized the results of the informal consultations, stating that she understood that the Members of the PCT Assembly were in agreement with the following decisions:
 - (i) the Egyptian Patent Office is unanimously appointed as an International Authority under the PCT;
 - (ii) the Israel Patent Office is appointed as an International Authority under the PCT, with reservations expressed by the Delegations from Algeria, Sudan and the Syrian Arab Republic.

22. The Assembly, having heard the representative of the Egyptian Patent Office and taking into account the advice of the PCT Committee for Technical Cooperation:

(i) unanimously appointed the Egyptian Patent Office as an International Searching Authority and International Preliminary Examining Authority with effect from the entry into force of the required Agreement with the International Bureau until December 31, 2017; and

(ii) approved the text of the draft Agreement between the Egyptian Academy of Scientific Research and Technology and the International Bureau set out in Annex VI to this report.

23. The Assembly, having heard the representative of the Israel Patent Office and taking into account the advice of the PCT Committee for Technical Cooperation, and noting the reservations expressed by the Delegations of Algeria, Sudan and the Syrian Arab Republic:

(i) appointed the Israel Patent Office as an International Searching Authority and International Preliminary Examining Authority with effect from the entry into force of the required Agreement with the International Bureau until December 31, 2017;

(ii) approved the text of the draft Agreement between the Government of Israel and the International Bureau set out in Annex VII to this report.

PCT Working Group: Report of the Second Session

24. Discussions were based on document PCT/A/40/1.

25. The Delegation of Cuba expressed the importance of undertaking studies on the need, or otherwise, for continuing reform and on identifying the impact of proposals on Contracting States. It stated that nothing in the process should imply substantive harmonization. It was important to allow States to maintain reservations and to take into account the recommendations of the Development Agenda.

26. The Delegation of Sweden, speaking on behalf of the European Community and its Member States, reiterated its strong support for the initiative of the WIPO Secretariat on the future of the PCT. The Delegation welcomed the outcome of the second session of the PCT Working Group and stated that it agreed that the emphasis of the Working Group should be on improvements within the existing the legal framework of the Treaty provisions, without limiting the freedom of Contracting States to prescribe, interpret and apply substantive conditions of patentability, and without seeking substantive patent law harmonization or harmonization of national searching and examination procedures.

27. The Delegation of Norway noted with satisfaction the commitment of the Working Group to continuing work towards making the PCT system more efficient. The Delegation supported further work, as recommended by the Working Group and set out in document PCT/A/40/1. It also strongly supported the initiative of the Director General set out in the document entitled "The Future of the PCT" (document PCT/WG/2/3). It considered that much could be achieved without any changes to the PCT Regulations. The Delegation encouraged Member States to work actively in the Working Group on concrete and necessary steps for making the PCT system more efficient.

28. The Delegation of Brazil emphasized its support for multilateral initiatives designed to enhance the quality of the reports prepared by International Authorities and the non-binding effect of such reports. It made clear that the improvement of the PCT should not in anyway interfere with the national examination phase, and in particular should not minimize the ability of countries to partially or totally reject these international reports. In summary, the Delegation supported the Summary by the Chair in the terms expressed by the Working Group, which provided guidance for future work without reopening any of the topics which would risk compromising the success of the exercise. The Delegation indicated that at the next session of the PCT Working Group it would submit the results of a comprehensive reflection exercise carried out by the Government of Brazil with respect to the objectives of the so called PCT Roadmap (document PCT/WG/2/3).

29. The Delegation of Barbados welcomed the decision of the Working Group to request the Secretariat to carry out further studies on the eligibility criteria for determining the group of developing countries whose applicants should benefit from reduction of certain PCT fees. The Delegation reiterated that any criteria to be established should be equitable and balanced, taking into account the special needs of developing countries, including small, high income, vulnerable economies such as Barbados.

30. The Delegation of the Russian Federation reiterated its support for the work on further developing the PCT system. It considered that improvements to the system should be undertaken in stages and should meet the interests of both users and Patent Offices. Furthermore, the work should neither affect the national legislation of countries nor limit their freedom to apply national criteria for patentability. The Delegation recalled that, at the last session of the Working Group, it had made a statement about a single standard designed to lead to the reduction of costs and duplication of work and increase the quality of the work carried out under the PCT.

31. The Delegation of China expressed its support for the reform of the PCT. The Delegation believed that at the heart of the reform should be improvements in the quality of work of the International Authorities and the provision of additional support to developing countries, rather than altering the existing legislative framework of the PCT. This work should seek to avoid overlap and duplication of work but should not stand in the way of the independence of national authorities.

32. The Delegation of Egypt emphasized that the hallmark of transparency should guide preparations for and the work of the PCT Working Group. The Delegation considered that, in the second session of the Working Group, there had been a lack of transparency. The documents that were communicated had not been properly presented. The Delegation believed that the Working Group at its next session should make use of more transparent mechanisms in its work. Second, as had been emphasized by previous delegations, the exercise should in no way constitute a harmonization of substantive patent law provisions. The issue was to avoid back-door harmonization, and the Delegation of Egypt, along with other like-minded delegations, would pursue that objective. Third, the Delegation emphasized that the work should be carried out in a member-driven process. The Secretariat's assistance was appreciated but the Delegation considered that work on normative issues on the agenda of WIPO was the exclusive domain of Member States and that the process should be conducted accordingly. Finally, the Delegation noted with concern the apparent delinking of development issues and development agenda recommendations from the work of the PCT and of PCT reform. The Delegation noted that there had been reservations as to the introduction of the Development Agenda recommendations and principles into the work of the Working Group. Egypt, as a recently appointed International

Authority, along with other developing country Authorities, placed extreme importance on the issue of development, and believed that the Development Agenda recommendations would make a big contribution in this regard. The Delegation would pursue its vision of PCT reform within the scope of the Development Agenda recommendations.

33. The Delegation of Switzerland associated itself with previous speakers and expressed its support for continuing work on PCT reform, along the lines of the Director General's draft roadmap. The Delegation believed that the Working Group should continue to focus on issues related strictly to that reform so as to achieve specific results as soon as possible because, as had previously been stated during the Assemblies, the PCT system was very important for the whole international patent system and it needed to be strengthened so as to perform better in the future.

34. The Delegation of the Philippines, while acknowledging the need for continuing efforts to improve the working of the PCT system, believed that this should be done within the existing legal framework. The Delegation stood together with other delegations which participated in the second session of the PCT Working Group in expressing the need for further studies which clearly identified the current problems and challenges facing the PCT system, analyzed the causes underlying those problems, outlined possible options to address them, and assessed the impact of the proposed options. More importantly, it joined other delegations in stressing the need for an appropriate process involving broad-based consultations with all stakeholder groups. The studies should focus on the international phase without limiting the freedom of Contracting States to prescribe their own national substantive conditions of patentability. The work should take into account the Development Agenda recommendations, in particular recommendations 15, 17, 20, 21, 22 and 44. The Delegation finally expressed its full engagement with the Assembly and with the Working Group.

35. The Delegation of Australia noted the Summary by the Chair and the Report of the second session of the PCT Working Group and strongly supported the recommendations concerning the further work of that Group. It supported the undertaking of further work in the Working Group on the basis of the reforms outlined in the International Bureau's "Future of the PCT" document. Those reforms would provide practical ways of improving the PCT system without affecting the substantive law of Contracting States. They would make a significant contribution to more effective functioning of the PCT within the existing framework. The Delegation considered it vital that the Contracting States work together to achieve a system that would deliver results which meet the needs of applicants, offices and third parties in all Contracting States.

36. The Delegation of Morocco associated itself with those delegations which had stated that reform of the PCT should focus on improvement of the system within the existing framework and should not address matters of substantive patent law harmonization.

37. The Delegation of Indonesia expressed its support for the proposals in the "Future of the PCT" document for improving the quality of international search and preliminary examination. However, in this regard it emphasized that the work of the PCT Working Group should focus on improvement of the system within the existing framework and should not address matters of substantive patent law harmonization or of unified international patents. It should concentrate on the international phase without limiting the freedom of Contracting States to prescribe and appraise substantive national conditions of patentability. It was emphasized that this flexibility at the national stage was an important factor in the substance of the Treaty.

38. The Delegation of India recognized the need for improvement of the PCT system, through the PCT Working Group, to cope with contemporary challenges. It considered that this initiative went in the right direction but needed considerable deliberation and consensus. The Delegation believed that the Chair's summary appropriately clarified that the whole exercise should in no way limit the freedom of Contracting States to prescribe, interpret and apply substantive conditions of patentability, and should not seek substantive patent law harmonization or harmonization of national search and examination procedures. The Delegation considered this to be a useful statement which would facilitate the process of consensus building as the Working Group considered the complex issues involved.

39. The Delegation of France recalled the importance which it attached to the PCT system. The system had proved very successful over the years and as a result of this success it had to face new challenges. Consequently, the Delegation emphasized its support for the initiative of the Director General and his proposal to reform the PCT. It approved the roadmap set out document PCT/WG/2/3 and supported further work by the Working Group. The Delegation would work to achieve results that were profitable to all as soon as possible.

40. The Delegation of El Salvador recalled the proposal discussed by the Working Group to reduce or eliminate duplication of work by national Offices so as to increase confidence in the work of Patent Offices. El Salvador's technical experts had been carefully examining the roadmap, which it considered a good starting point for discussions. However, the Delegation counted itself among those who consider that, before making any decision on a reform, more information was needed, particularly for the benefit of recently joined members of the PCT such as El Salvador. The Delegation clarified that it was not opposed to the proposals, but needed to be fully informed before any decision was made. Such information might be made through intersectional meetings or informal meetings or workshops of some type, or in other ways that we would support proper analysis in the PCT Working Group. The Delegation recognized that problems existed for Offices, especially large ones, and expressed its solidarity and support in principle for the roadmap, while reiterating the need for more information. The Delegation confirmed that it had no objections to the reforms which were adopted by the Working Group in May and that it would be in a position to withdraw some of its reservations to other matters at the next session of the Working Group.

41. The Delegation of the United States expressed its appreciation for the efforts of the PCT Working Group and the International Bureau to further improve and refine the PCT. It also generally supported the PCT roadmap. The Delegation urged the International Bureau and the Working Group to continue their work and looked forward to working closely with the members to refine and improve the PCT.

42. The Delegation of the United Kingdom strongly supported reform of the PCT to increase its effectiveness and consequently approved the recommendations concerning further work of the PCT Working Group. The Delegation reported that the United Kingdom government was consulting users concerning PCT reform proposals and hoped to see progress on the Roadmap accelerated.

43. The Delegation of Finland, representing an Office which acted as an International Authority, expressed its full support for the work done by the PCT Working Group. It also supported the initiatives by the Director General to reform the PCT. The Delegation echoed the views of the Delegation of France with regard to the importance of the PCT and its success story, as well as the importance that this success should continue.

44. The Assembly:

(i) noted the Summary by the Chair and the report of the second session of the PCT Working Group contained in documents PCT/WG/2/13 and 14 and reproduced in the Annexes of document PCT/A/40/1; and

(ii) approved the recommendation concerning the further work of the PCT Working Group set out in paragraph 22 of document PCT/A/40/1.

Proposed Amendments of the PCT Regulations; Proposed Modifications of the Directives of the Assembly Relating to the Establishment of Equivalent Amounts of Certain Fees; Proposed Amendments of PCT Article 16(3) Agreements

45. Discussions were based on document PCT/A/40/2 Rev.

46. In introducing the documents, the Secretariat proposed a number of minor corrections to the spelling and typography of the Rules, Directives and Agreements as proposed to be amended, as well as three minor corrections of a drafting nature to the French versions of the text of PCT Rule 96 and the introduction and paragraph (2) of the Directives as proposed to be amended. The corrected texts are set out in Annex IV of the English version and Annexes I to V of the French version of this report.

47. The Assembly:

(i) adopted the amendments of the Regulations under the PCT set out in Annexes I to III to this report;

(ii) adopted the proposed modifications of the Directives Relating to the Establishment of Equivalent Amounts of Certain Fees set out in Annex IV;

(iii) approved the inclusion in the applicable agreements under PCT Article 16(3) of the provisions set out in Annex V;

(iv) decided that the amendments of Rules 45*bis* and 96 set out in Annex I shall enter into force on July 1, 2010 and shall apply to any international application, regardless of its international filing date, in respect of a supplementary search request under Rule 45*bis*.1(a) made on or after July 1, 2010;

(v) decided that the amendments of Rules 46, 66 and 70 set out in Annex II shall enter into force on July 1, 2010 and shall apply to any international application, regardless of its international filing date, in respect of an amendment of the claims, description or drawings made on or after July 1, 2010;

(vi) decided that the amendments of Rules 15, 16, 16*bis*, 19 and 57 set out in Annex III and the modifications of the Directives of the Assembly Relating to the Establishment of Equivalent Amounts of Certain Fees set out in Annex IV:

(a) shall enter into force on July 1, 2010, and shall apply to the establishment of equivalent amounts which, in accordance with the Regulations and the Directives as in force as of July 1, 2010, are established according to an exchange rate prevailing on, or on a date after, July 1, 2010;

(b) shall not apply to the establishment of equivalent amounts which, in accordance with the Regulations and the Directives as in force prior to July 1, 2010, are established according to an exchange rate prevailing on a date prior to July 1, 2010; in respect of the establishment of such equivalent amounts, the Regulations and the Directives as in force prior to July 1, 2010 shall continue to apply until the new equivalent amounts so established become applicable; and

(vii) recommended that, with regard to the approved inclusion of amended Articles 11(2) and (4) in the applicable agreements under PCT Article 16(3) between the International Bureau and Offices in relation to their functioning as International Searching and Preliminary Examining Authorities set out in Annex V, with effect from a date to be agreed upon by each Authority and the Director General, such amendments should be made to the applicable agreements and should, where possible, become effective on July 1, 2010.

Quality Management Systems for PCT International Authorities

48. Discussions were based on document PCT/A/40/3.

49. The Assembly noted the content of document PCT/A/40/3.

Proposal for a Loan to the Hague Union

50. Discussions were based on document PCT/A/40/6.

51. The Assembly granted a loan of 3 million Swiss francs from the PCT Union Reserve Fund to the Hague Union, to be reimbursed by the Hague Union to the PCT Union as soon as the level of reserves of the Hague Union Reserve Fund so allowed.

Other matters

52. The Secretariat informed the Assembly of the deposit of the instrument of accession to the PCT by Thailand on September 24, 2009, and welcomed Thailand, which would become bound by the PCT on December 24, 2009, as its 142nd Contracting State.

[Annexes follow]

ANNEX I

AMENDMENTS OF THE PCT REGULATIONS
RELATING TO THE SUPPLEMENTARY SEARCH SYSTEM
TO ENTER INTO FORCE ON JULY 1, 2010TABLE OF CONTENTS¹

Rule 45bis	Supplementary International Searches	2
45bis.1	<i>Supplementary Search Request</i>	2
45bis.2	<i>Supplementary Search Handling Fee</i>	2
45bis.3	<i>Supplementary Search Fee</i>	2
45bis.4	<i>Checking of Supplementary Search Request; Correction of Defects; Late Payment of Fees; Transmittal to Authority Specified for Supplementary Search</i>	2
45bis.5	<i>Start, Basis and Scope of Supplementary International Search</i>	3
45bis.6	<i>Unity of Invention</i>	3
45bis.7 and 45bis.8	[No change]	3
45bis.9	<i>International Searching Authorities Competent to Carry Out Supplementary International Search</i>	3
Rule 96	The Schedule of Fees	4
96.1	<i>Schedule of Fees Annexed to Regulations</i>	4

¹ The Table of Contents is included for convenience; it does not form part of the amendments.

Rule 45bis
Supplementary International Searches

45bis.1 Supplementary Search Request

(a) to (c) [No change]

(d) Where the International Searching Authority has found that the international application does not comply with the requirement of unity of invention, the supplementary search request may contain an indication of the wish of the applicant to restrict the supplementary international search to one of the inventions as identified by the International Searching Authority other than the main invention referred to in Article 17(3)(a).

(e) [No change]

45bis.2 Supplementary Search Handling Fee

(a) to (c) [No change]

(d) The International Bureau shall refund the supplementary search handling fee to the applicant if, before the documents referred to in Rule 45bis.4(e)(i) to (iv) are transmitted to the Authority specified for supplementary search, the international application is withdrawn or considered withdrawn, or the supplementary search request is withdrawn or is considered not to have been submitted under Rule 45bis.1(e).

45bis.3 Supplementary Search Fee

(a) to (c) [No change]

(d) The International Bureau shall refund the supplementary search fee to the applicant if, before the documents referred to in Rule 45bis.4(e)(i) to (iv) are transmitted to the Authority specified for supplementary search, the international application is withdrawn or considered withdrawn, or the supplementary search request is withdrawn or is considered not to have been submitted under Rules 45bis.1(e) or 45bis.4(d).

(e) The Authority specified for supplementary search shall, to the extent and under the conditions provided for in the applicable agreement under Article 16(3)(b), refund the supplementary search fee if, before it has started the supplementary international search in accordance with Rule 45bis.5(a), the supplementary search request is considered not to have been submitted under Rule 45bis.5(g).

45bis.4 Checking of Supplementary Search Request; Correction of Defects; Late Payment of Fees; Transmittal to Authority Specified for Supplementary Search

(a) to (f) [No change]

45bis.5 Start, Basis and Scope of Supplementary International Search

(a) [No change]

(b) The supplementary international search shall be carried out on the basis of the international application as filed or of a translation referred to in Rule 45bis.1(b)(iii) or 45bis.1(c)(i), taking due account of the international search report and the written opinion established under Rule 43bis.1 where they are available to the Authority specified for supplementary search before it starts the search. Where the supplementary search request contains an indication under Rule 45bis.1(d), the supplementary international search may be restricted to the invention specified by the applicant under Rule 45bis.1(d) and those parts of the international application which relate to that invention.

(c) to (f) [No change]

(g) If the Authority specified for supplementary search finds that carrying out the search is entirely excluded by a limitation or condition referred to in Rule 45bis.9(a), other than a limitation under Article 17(2) as applicable by virtue of Rule 45bis.5(c), the supplementary search request shall be considered not to have been submitted, and the Authority shall so declare and shall promptly notify the applicant and the International Bureau accordingly.

(h) The Authority specified for supplementary search may, in accordance with a limitation or condition referred to in Rule 45bis.9(a), decide to restrict the search to certain claims only, in which case the supplementary international search report shall so indicate.

45bis.6 Unity of Invention

(a) to (e) [No change]

(f) Paragraphs (a) to (e) shall apply *mutatis mutandis* where the Authority specified for supplementary search decides to restrict the supplementary international search in accordance with the second sentence of Rule 45bis.5(b) or with Rule 45bis.5(h), provided that any reference in the said paragraphs to the “international application” shall be construed as a reference to those parts of the international application which relate to the invention specified by the applicant under Rule 45bis.1(d) or which relate to the claims and those parts of the international application for which the Authority will carry out a supplementary international search, respectively.

45bis.7 and 45bis.8 [No change]

45bis.9 International Searching Authorities Competent to Carry Out Supplementary International Search

(a) and (b) [No change]

(c) The limitations referred to in paragraph (a) may, for example, include limitations as to the subject matter for which supplementary international searches will be carried out, other than limitations under Article 17(2) as applicable by virtue of Rule 45bis.5(c), limitations as to the total number of supplementary international searches which will be carried out in a given period, and limitations to the effect that the supplementary international searches will not extend to any claim beyond a certain number of claims.

Rule 96
The Schedule of Fees

96.1 *Schedule of Fees Annexed to Regulations*

The amounts of the fees referred to in Rules 15, 45*bis*.2 and 57 shall be expressed in Swiss currency. They shall be specified in the Schedule of Fees which is annexed to these Regulations and forms an integral part thereof.

[Annex II follows]

ANNEX II

AMENDMENTS OF THE PCT REGULATIONS
RELATING TO THE FORM OF AMENDMENTS,
TO ENTER INTO FORCE ON JULY 1, 2010

TABLE OF CONTENTS¹

Rule 46	Amendment of Claims before the International Bureau.....	2
46.1 to 46.4	[No change]	2
46.5	<i>Form of Amendments</i>	2
Rule 66	Procedure before the International Preliminary Examining Authority.....	3
66.1 to 66.7	[No change]	3
66.8	<i>Form of Amendments</i>	3
66.9	[No change]	3
Rule 70	International Preliminary Report on Patentability by the International Preliminary Examining Authority (International Preliminary Examination Report).....	4
70.1	[No change]	4
70.2	<i>Basis of the Report</i>	4
70.3 to 70.17	[No change]	4

¹ The Table of Contents is included for convenience; it does not form part of the amendments.

Rule 46
Amendment of Claims before the International Bureau

46.1 to 46.4 [No change]

46.5 *Form of Amendments*

(a) [No change]

(b) The replacement sheet or sheets shall be accompanied by a letter which:

(i) [no change]

(ii) shall identify the claims originally filed which, on account of the amendments, are cancelled;

(iii) shall indicate the basis for the amendments in the application as filed.

Rule 66
Procedure before the International Preliminary Examining Authority

66.1 to 66.7 [No change]

66.8 *Form of Amendments*

(a) Subject to paragraph (b), when amending the description or the drawings, the applicant shall be required to submit a replacement sheet for every sheet of the international application which, on account of an amendment, differs from the sheet previously filed. The replacement sheet or sheets shall be accompanied by a letter which shall draw attention to the differences between the replaced sheets and the replacement sheets, shall indicate the basis for the amendment in the application as filed and shall preferably also explain the reasons for the amendment.

(b) and (c) [No change]

66.9 [No change]

Rule 70
International Preliminary Report on Patentability
by the International Preliminary Examining Authority
(International Preliminary Examination Report)

70.1 [No change]

70.2 *Basis of the Report*

(a) to (c) [No change]

(c-*bis*) If the claims, description or drawings have been amended but the replacement sheet or sheets were not accompanied by a letter indicating the basis for the amendment in the application as filed, as required under Rule 46.5(b)(iii) as applicable by virtue of Rule 66.8(c), or Rule 66.8(a), as applicable, the report may be established as if the amendment had not been made, in which case the report shall so indicate.

(d) and (e) [No change]

70.3 to 70.17 [No change]

[Annex III follows]

ANNEX III

AMENDMENTS OF THE PCT REGULATIONS
RELATING TO THE ESTABLISHMENT OF
EQUIVALENT AMOUNT OF CERTAIN FEES,
TO ENTER INTO FORCE ON JULY 1, 2010TABLE OF CONTENTS¹

Rule 15	The International Filing Fee	2
15.1	[No change]	2
15.2	<i>Amount</i>	2
15.3	<i>Time Limit for Payment; Amount Payable</i>	2
15.4	<i>Refund</i>	2
Rule 16	The Search Fee	3
16.1	<i>Right to Ask for a Fee</i>	3
16.2 and 16.3	[No change]	3
Rule 16bis	Extension of Time Limits for Payment of Fees	4
16bis.1	<i>Invitation by the Receiving Office</i>	4
16bis.2	[No change]	4
Rule 19	The Competent Receiving Office	5
19.1 to 19.3	[No change]	5
19.4	Transmittal to the International Bureau as Receiving Office	5
Rule 57	The Handling Fee	6
57.1	[No change]	6
57.2	<i>Amount</i>	6
57.3	[No change]	6
57.4	<i>Refund</i>	6

¹ The Table of Contents is included for convenience; it does not form part of the amendments.

Rule 15
The International Filing Fee

15.1 [No change]

15.2 *Amount*

(a) [No change]

(b) The international filing fee shall be payable in the currency or one of the currencies prescribed by the receiving Office (“prescribed currency”).

(c) Where the prescribed currency is the Swiss franc, the receiving Office shall promptly transfer the said fee to the International Bureau in Swiss francs.

(d) Where the prescribed currency is a currency other than the Swiss franc and that currency:

(i) is freely convertible into Swiss francs, the Director General shall establish, for each receiving Office which prescribes such a currency for the payment of the international filing fee, an equivalent amount of that fee in the prescribed currency according to directives given by the Assembly, and the amount in that currency shall promptly be transferred by the receiving Office to the International Bureau;

(ii) is not freely convertible into Swiss francs, the receiving Office shall be responsible for the conversion of the international filing fee from the prescribed currency into Swiss francs and shall promptly transfer that fee in Swiss francs, in the amount set out in the Schedule of Fees, to the International Bureau. Alternatively, if the receiving Office so wishes, it may convert the international filing fee from the prescribed currency into euros or US dollars and promptly transfer the equivalent amount of that fee in euros or US dollars, as established by the Director General according to directives given by the Assembly as referred to in item (i), to the International Bureau.

15.3 *Time Limit for Payment; Amount Payable*

The international filing fee shall be paid to the receiving Office within one month from the date of receipt of the international application. The amount payable shall be the amount applicable on that date of receipt.

15.4 *Refund*

[Text of existing Rule 15.6, renumbered as Rule 15.4]

Rule 16
The Search Fee

16.1 *Right to Ask for a Fee*

(a) [No change]

(b) The search fee shall be collected by the receiving Office. The said fee shall be payable in the currency prescribed by that Office (“prescribed currency”).

(c) Where the prescribed currency is the currency in which the International Searching Authority has fixed the said fee (“fixed currency”), the receiving Office shall promptly transfer the said fee to that Authority in that currency.

(d) Where the prescribed currency is not the fixed currency and that currency:

(i) is freely convertible into the fixed currency, the Director General shall establish, for each receiving Office which prescribes such a currency for the payment of the search fee, an equivalent amount of that fee in the prescribed currency according to directives given by the Assembly, and the amount in that currency shall promptly be transferred by the receiving Office to the International Searching Authority;

(ii) is not freely convertible into the fixed currency, the receiving Office shall be responsible for the conversion of the search fee from the prescribed currency into the fixed currency and shall promptly transfer that fee in the fixed currency, in the amount fixed by the International Searching Authority, to the International Searching Authority.

(e) Where, in respect of the payment of the search fee in a prescribed currency, other than the fixed currency, the amount actually received under paragraph (d)(i) of this Rule by the International Searching Authority in the prescribed currency is, when converted by it into the fixed currency, less than that fixed by it, the difference will be paid to the International Searching Authority by the International Bureau, whereas, if the amount actually received is more, the difference will belong to the International Bureau.

(f) As to the time limit for payment of the search fee and the amount payable, the provisions of Rule 15.3 relating to the international filing fee shall apply *mutatis mutandis*.

16.2 and 16.3 [No change]

Rule 16bis
Extension of Time Limits for Payment of Fees

16bis.1 Invitation by the Receiving Office

(a) Where, by the time they are due under Rules 14.1(c), 15.3 and 16.1(f), the receiving Office finds that no fees were paid to it, or that the amount paid to it is insufficient to cover the transmittal fee, the international filing fee and the search fee, the receiving Office shall, subject to paragraph (d), invite the applicant to pay to it the amount required to cover those fees, together with, where applicable, the late payment fee under Rule 16bis.2, within a time limit of one month from the date of the invitation.

(b) and (c) [No change]

(d) Any payment received by the receiving Office before that Office sends the invitation under paragraph (a) shall be considered to have been received before the expiration of the time limit under Rule 14.1(c), 15.3 or 16.1(f), as the case may be.

(e) [No change]

16bis.2 [No change]

Rule 19
The Competent Receiving Office

19.1 to 19.3 [No change]

19.4 *Transmittal to the International Bureau as Receiving Office*

(a) and (b) [No change]

(c) For the purposes of Rules 14.1(c), 15.3 and 16.1(f), where the international application was transmitted to the International Bureau under paragraph (b), the date of receipt of the international application shall be considered to be the date on which the international application was actually received by the International Bureau. For the purposes of this paragraph, the last sentence of paragraph (b) shall not apply.

Rule 57
The Handling Fee

57.1 [No change]

57.2 *Amount*

(a) [No change]

(b) The handling fee shall be payable in the currency or one of the currencies prescribed by the International Preliminary Examining Authority (“prescribed currency”).

(c) Where the prescribed currency is the Swiss franc, the Authority shall promptly transfer the said fee to the International Bureau in Swiss francs.

(d) Where the prescribed currency is a currency other than the Swiss franc and that currency:

(i) is freely convertible into Swiss francs, the Director General shall establish, for each Authority which prescribes such a currency for the payment of the handling fee, an equivalent amount of that fee in the prescribed currency according to directives given by the Assembly, and the amount in that currency shall promptly be transferred by the Authority to the International Bureau;

(ii) is not freely convertible into Swiss francs, the Authority shall be responsible for the conversion of the handling fee from the prescribed currency into Swiss francs and shall promptly transfer that fee in Swiss francs, in the amount set out in the Schedule of Fees, to the International Bureau. Alternatively, if the Authority so wishes, it may convert the handling fee from the prescribed currency into euros or US dollars and promptly transfer the equivalent amount of that fee in euros or US dollars, as established by the Director General according to directives given by the Assembly as referred to in item (i), to the International Bureau.

57.3 [No change]

57.4 *Refund*

[Text of existing Rule 57.6, renumbered as Rule 57.4]

[Annex IV follows]

ANNEX IV

DIRECTIVES OF THE ASSEMBLY RELATING TO
THE ESTABLISHMENT OF EQUIVALENT AMOUNTS OF CERTAIN FEES

The Assembly establishes in the following terms the directives relating to the establishment of equivalent amounts of the international filing fee, the handling fee, the search fee and the supplementary search fee (see Rules 15.2(d)(i), 16.1(d)(i), 45*bis*.3(b) and 57.2(d)(i)), it being understood that, in the light of experience, the Assembly may at any time modify these directives:

Establishment of Equivalent Amounts

(1) The equivalent amounts of the international filing fee and the handling fee in any currency other than Swiss franc, and of the search fee and the supplementary search fee in any currency other than the fixed currency, shall be established by the Director General, in the case of:

- (i) the international filing fee, after consultation with each receiving Office which prescribes payment of that fee in such currency;
- (ii) the search fee, after consultation with each receiving Office which prescribes payment of that fee in such currency;
- (iii) the handling fee, after consultation with each International Preliminary Examining Authority which prescribes payment of that fee in such currency.

In the case of the international filing fee, the search fee and the handling fee, the equivalent amounts shall be established according to the exchange rates prevailing on the day preceding the day on which the consultations are initiated by the Director General. In the case of the supplementary search fee, the equivalent amounts shall be established according to the exchange rates prevailing on the day on which the Director General receives the notification of the amount of the supplementary search fee or prevailing on the day two months prior to the entry into force of the supplementary search fee, whichever is the later.

- (2) The amounts so established shall be the equivalent, in round figures,
- (i) of the amount of the international filing fee and of the handling fee, respectively, in Swiss franc set out in the Schedule of Fees;
 - (ii) of the amount of the search fee and the supplementary search fee (if applicable) established by the International Searching Authority in the fixed currency.

[Directives, paragraph (2), continued]

They shall be notified by the International Bureau to each receiving Office, International Searching Authority and International Preliminary Examining Authority, as applicable, prescribing payment or establishing fees in the currency concerned and shall be published in the Gazette.

Establishment of New Equivalent Amounts Consequential on Changes in the Amount of the Fee Concerned

(3) Paragraphs (1) and (2) shall apply *mutatis mutandis* where the amount of the international filing fee, the handling fee, the search fee or the supplementary search fee is changed. The new equivalent amounts in the prescribed currencies shall be applied from the same date as the changed amount of the international filing fee or of the handling fee set out in the amended Schedule of Fees, or from the same date as the changed amount of the search fee or the supplementary search fee in the fixed currency.

Establishment of New Equivalent Amounts Consequential on Changes in Exchange Rates

(4) In the month of October of each year, the Director General shall, where applicable, after consultations with the Offices or Authorities referred to in paragraph (1), establish new equivalent amounts of the international filing fee, the handling fee, the search fee and the supplementary search fee according to the exchange rates prevailing on the first Monday in the month of October. Unless otherwise decided by the Director General, any adjustment under this paragraph shall enter into force on the first day of the subsequent calendar year.

(5) Where, for more than four consecutive Fridays (midday, Geneva time), the exchange rate between Swiss franc (in the case of the international filing fee and the handling fee) or the fixed currency (in the case of the search fee and the supplementary search fee) and any applicable prescribed currency is by at least 5% higher, or by at least 5% lower, than the last exchange rate applied, the Director General shall, where applicable, after consultations with the Offices or Authorities referred to in paragraph (1), establish new equivalent amounts of the international filing fee, the search fee, the supplementary search fee and/or the handling fee, as applicable, according to the exchange rate prevailing on the first Monday following the expiration of the period referred to in the first sentence of this paragraph. The newly established amount shall become applicable two months after the date of its publication in the Gazette, provided that the receiving Offices or the International Preliminary Examining Authorities concerned, as applicable, and the Director General may agree on a date falling during the said two-month period, in which case the said amount shall become applicable from that date.

[Annex V follows]

ANNEX V

ARTICLE 11 OF THE AGREEMENTS UNDER PCT ARTICLE 16(3)
BETWEEN THE INTERNATIONAL BUREAU AND OFFICES
IN RELATION TO THEIR FUNCTIONING AS INTERNATIONAL SEARCHING
AND PRELIMINARY EXAMINING AUTHORITIES

Article 11
Amendment

(1) [No change]

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

(3) [No change]

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that, for any change in the currency or amount of fees or charges contained in Annex C, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex C, that date is at least two months later than the date on which the notification is received by the International Bureau.

[Annex VI follows]

DRAFT AGREEMENT

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

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

Preamble

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

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

Hereby agree as follows:

Article 1

Terms and Expressions

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

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

Article 2
Basic Obligations

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

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

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

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

Article 3
Competence of Authority

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

(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 (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 a date to be notified to the Director General of the World Intellectual Property Organization by the Authority, that date being at least one month later than the date on which the notification is made.

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; and, notwithstanding paragraph (4), they shall take effect on the date agreed upon by them.

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

- (i) add to the indications of States and languages contained in Annex A to this Agreement;
- (ii) amend the 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 change in the currency or amount of fees or charges contained in Annex C, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex C, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12
Termination

- (1) This Agreement shall terminate before December 31, 2017:
- (i) if the Egyptian Academy of Scientific Research and Technology gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
 - (ii) if the Director General of the World Intellectual Property Organization gives the Egyptian Academy of Scientific Research and Technology written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Egyptian Academy of Scientific
Research and Technology by:

[...]

For the International Bureau by:

[...]

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

- (i) the following States for which it will act:
Any African, Asian and/or Arab Contracting State;
- (ii) the following languages which it will accept:
 - (a) Arabic or English for international applications filed with the receiving Office of, or acting for any member of the League of Arab States;
 - (b) Arabic for international applications filed with any other receiving Office.

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 Egyptian national applications.

Annex C
Fees and Charges

Part I. Schedule of Fees and Charges

<i>Kind of fee or charge</i>	<i>Amount</i> <i>(Egyptian pounds)</i>
Search fee (Rule 16.1(a))	...
Additional fee (Rule 40.2(a))	...
Preliminary examination fee (Rule 58.1(b))	...
Additional fee (Rule 68.3(a))	...
Late payment fee for preliminary examination	[amount as set out in Rule 58bis]
Protest fee (Rules 40.2(e) and 68.3(e))	...
Late furnishing fee (Rules 13ter.1(c) and 13ter.2)	...
Cost of copies (Rules 44.3(b), 71.2(b) and 94.2), per page	...

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 taken into account in accordance with Rule 4.12, [50%] of the search fee paid shall be refunded [upon request by the applicant].

(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:

Arabic, English.

[Annex VII follows]

ANNEX VII

DRAFT AGREEMENT

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

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

Preamble

The Government of Israel and the International Bureau of the World Intellectual Property Organization,

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

Hereby agree as follows:

Article 1

Terms and Expressions

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

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

Article 2
Basic Obligations

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

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

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

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

Article 3
Competence of Authority

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

(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 (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 a date to be notified to the Director General of the World Intellectual Property Organization by the Authority, that date being at least one month later than the date on which the notification is made.

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; and, notwithstanding paragraph (4), they shall take effect on the date agreed upon by them.

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

- (i) add to the indications of States and languages contained in Annex A to this Agreement;
- (ii) amend the 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 change in the currency or amount of fees or charges contained in Annex C, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex C, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12
Termination

- (1) This Agreement shall terminate before December 31, 2017:
- (i) if the Government of Israel gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
 - (ii) if the Director General of the World Intellectual Property Organization gives the Government of Israel written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, which corresponds to *[date]* of the Jewish year *[.....]*, in two originals in the English and Hebrew languages, each text being equally authentic.

For the Government of Israel by:

For the International Bureau by:

[...]

[...]

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

- (i) the following State for which it will act:
Israel;
- (ii) the following language which it will accept:
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 Israeli national applications.

Annex C
Fees and Charges

Part I. Schedule of Fees and Charges

<i>Kind of fee or charge</i>	<i>Amount</i> <i>(Israeli new sheqel)</i>
Search fee (Rule 16.1(a))	...
Additional fee (Rule 40.2(a))	...
Preliminary examination fee (Rule 58.1(b))	...
Additional fee (Rule 68.3(a))	...
Late payment fee for preliminary examination	[amount as set out in Rule 58bis]
Protest fee (Rules 40.2(e) and 68.3(e))	...
Late furnishing fee (Rules 13ter.1(c) and 13ter.2)	...
Cost of copies (Rules 44.3(b), 71.2(b) and 94.2), per page	...

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 taken into account in accordance with Rule 4.12, [50%] of the search fee paid shall be refunded [upon request by the applicant].

(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.

[End of Annex VII and of document]