

International Patent Cooperation Union (PCT Union)

Assembly

Forty-Ninth (21st Ordinary) Session
Geneva, October 2 to 11, 2017

EXTENSION OF APPOINTMENT OF THE INTERNATIONAL SEARCHING AND PRELIMINARY EXAMINING AUTHORITIES UNDER THE PCT

Document prepared by the International Bureau

SUMMARY

1. The Assembly is invited to extend the appointment of the 22 International Searching and Preliminary Examining Authorities (“International Authorities”) until December 31, 2027, and to approve the draft agreements between the International Bureau and the relevant Offices.

BACKGROUND

2. All existing International Authorities were appointed by the Assembly until December 31, 2017. The Assembly, at its present session, will therefore need to decide on the extension of each International Authority that wishes to seek an extension of its appointment. In accordance with PCT Articles 16(3) and 32(3), before deciding on an extension of appointment, the Assembly is required to hear the interested Office or organization and seek the advice of the PCT Committee for Technical Cooperation. Appointment is also conditional on conclusion of an agreement between the International Bureau and the relevant Office, which must be approved by the Assembly.

3. In accordance with the procedures and timetable for the extension of appointment agreed at the ninth session of the PCT Working Group in May 2016 (see paragraphs 8 to 10 of document PCT/WG/9/14, and paragraphs 170 to 180 of the Report of the session, document PCT/WG/9/28), each existing International Authority submitted its application to extend its appointment as an International Searching and Preliminary Examining Authority under the PCT

by March 8, 2017, that is, at least two months before the convening of the thirtieth session of the PCT Committee for Technical Cooperation, which took place from May 8 to 12, 2017. The applications for extension are reproduced in the Annexes of documents PCT/CTC/30/3 to 24.

ADVICE OF THE PCT COMMITTEE FOR TECHNICAL COOPERATION

4. The PCT Committee for Technical Cooperation, at its thirtieth session, gave its advice on the extension of appointment of all existing International Authorities. Paragraph 10 of document PCT/CTC/30/26 (annexed to document PCT/A/49/3) summarizes the advice by the Committee as follows:

“10. The Committee unanimously agreed to recommend to the Assembly of the PCT Union the extension of the appointment of all national Offices and intergovernmental organizations currently acting as International Searching and Preliminary Examining Authorities under the PCT.”

DRAFT AGREEMENTS

5. Under PCT Articles 16(3)(b) and 32(3), the appointment of an ISA and IPEA is conditional on the conclusion of an Agreement, subject to approval by the Assembly, between the Office or organization concerned and the International Bureau. Individual draft agreements in relation to the functioning of each Office or organization as an International Searching Authority and International Preliminary Examining Authority are set out in the Annexes to this document as follows:

Annex I	Austrian Patent Office
Annex II	Australian Patent Office
Annex III	National Institute of Intellectual Property of Brazil
Annex IV	Canadian Intellectual Property Office
Annex V	National Institute of Industrial Property of Chile
Annex VI	State Intellectual Property Office of the People's Republic of China
Annex VII	Egyptian Patent Office
Annex VIII	European Patent Office
Annex IX	Spanish Patent and Trademark Office
Annex X	Finnish Patent and Registration Office
Annex XI	Israel Patent Office
Annex XII	Indian Patent Office
Annex XIII	Japan Patent Office
Annex XIV	Korean Intellectual Property Office
Annex XV	Russian Federal Service for Intellectual Property
Annex XVI	Swedish Patent and Registration Office
Annex XVII	Intellectual Property Office of Singapore
Annex XVIII	Turkish Patent and Trademark Office
Annex XIX	State Enterprise "Ukrainian Institute of Intellectual Property"
Annex XX	United States Patent and Trademark Office
Annex XXI	Nordic Patent Institute
Annex XXII	Visegrad Patent Institute

6. The text of these draft agreements is based on a draft model agreement approved by the PCT Committee for Technical Cooperation at its thirtieth session in May 2017 (see document PCT/CTC/30/25 and paragraph 12 of document PCT/CTC/30/26).

Duration of Appointment

7. It is proposed that the appointment of all International Authorities be extended by a period of 10 years, ending on December 31, 2027; each agreement would remain in force until this date.

Entry into Force

8. It is proposed that all agreements except that between the Australian Patent Office and the International Bureau enter in force on January 1, 2018, following the expiration of the existing agreements.

9. In the case of the Australian Patent Office, it will not be possible for the Government of Australia to complete the necessary domestic ratification procedures before the expiration of the existing agreement on December 31, 2017. Consequently, it is proposed to extend the existing agreement for a period of up to one year pending the ratification of the new agreement, with the existing agreement ceasing automatically on entry into force of the new agreement. Annex II to this document contains both the extension agreement and the new agreement with the Australian Patent Office.

10. *The Assembly of the PCT Union is invited, in accordance with Articles 16(3) and 32(3) of the PCT:*

(i) to hear the Representatives of the International Authorities and take into account the advice of the PCT Committee for Technical Cooperation set out in paragraph 4 of document PCT/A/49/2;

(ii) to approve the text of the draft agreements between the International Authorities and the International Bureau set out in Annexes I to XXII of document PCT/A/49/2; and

(iii) to extend the appointment of the present International Searching and Preliminary Examining Authorities until December 31, 2027.

[Annexes follow]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1
Terms and Expressions

- (1) For the purposes of this Agreement:
- (a) "Treaty" means the Patent Cooperation Treaty;
 - (b) "Regulations" means the Regulations under the Treaty;
 - (c) "Administrative Instructions" means the Administrative Instructions under the
Treaty;
 - (d) "Article" (except where a specific reference is made to an Article of this
Agreement) means an Article of the Treaty;
 - (e) "Rule" means a Rule of the Regulations;
 - (f) "Contracting State" means a State party to the Treaty;
 - (g) "the Authority" means the Austrian Patent Office;
 - (h) "the International Bureau" means the International Bureau of the World
Intellectual Property Organization.
- (2) All other terms and expressions used in this Agreement which are also used in the
Treaty, the Regulations or the Administrative Instructions have, for the purposes of this
Agreement, the same meaning as in the Treaty, the Regulations and the Administrative
Instructions.

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Federal Minister of Transport, Innovation and Technology of the Republic of Austria gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

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

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Federal Minister of Transport,
Innovation and Technology of the Republic of
Austria by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations, in accordance with the obligations of the Republic of Austria undertaken within the framework of the European Patent Organisation;

so far as Article 3(2) is concerned:

the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations, in accordance with its obligations of the Republic of Austria undertaken within the framework of the European Patent Organisation.

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

- (ii) the following languages which it will accept:

English, French, German.

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

The Authority conducts supplementary international searches as follows:

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

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

(i) the documents held in the search collection of the Authority including, but not limited to, the PCT minimum documentation under Rule 34;

(ii) European and North American documentation;

(iii) German-language documentation.

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

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

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

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

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

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

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

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

Annex E Classification

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

Annex F Languages of Correspondence

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

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

Annex G International-Type Search

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

The Authority does not conduct international-type searches.

[Annex II follows]

Amendment to the Agreement

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

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

Preamble

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

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

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

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

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

Hereby agree as follows:

Article 1
Extension of the Agreement

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

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

Article 2
Approval and entry into force

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

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Government of Australia by:

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

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

Hereby agree as follows:

Article 1
Terms and Expressions

- (1) For the purposes of this Agreement:
- (a) "Treaty" means the Patent Cooperation Treaty;
 - (b) "Regulations" means the Regulations under the Treaty;
 - (c) "Administrative Instructions" means the Administrative Instructions under the Treaty;
 - (d) "Article" (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) "Rule" means a Rule of the Regulations;
 - (f) "Contracting State" means a State party to the Treaty;
 - (g) "the Authority" means the Australian Patent Office;
 - (h) "the International Bureau" means the International Bureau of the World Intellectual Property Organization.
- (2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

This Agreement shall enter into force on *[date]*.

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

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

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

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Government of Australia by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

Australia, Brunei Darussalam, New Zealand, Republic of Korea, Singapore,
United Arab Emirates, United States of America, and

by arrangement, the States regarded as developing countries in conformity with
the established practice of the General Assembly of the United Nations;

so far as Article 3(2) is concerned:

Australia, Brunei Darussalam, New Zealand, Republic of Korea, Singapore,
United Arab Emirates, United States of America, and

by arrangement, the States regarded as developing countries in conformity with
the established practice of the General Assembly of the United Nations.

For the United States of America, the Authority will act under Article 3(1) provided
that the Authority has not received more than 250 international applications from
the United States Patent and Trademark Office during the relevant fiscal quarter.
Where the Authority has prepared the international search report, the Authority
will also act under Article 3(2) if these conditions are met. For further information,
see http://www.uspto.gov/patents/law/notices/ipau-isa-ipea_20141205.pdf.

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

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

English.

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

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Australian dollars)
Search fee (Rule 16.1(a))	2,200
Additional fee (Rule 40.2(a))	2,200
Preliminary examination fee (Rule 58.1(b))	
- where the international search report was issued by the Authority	590
- in other cases	820
Additional fee (Rule 68.3(a))	590
Cost of copies (Rules 44.3(b) and 71.2(b)), per document	50
Cost of copies (Rules 94.1 <i>ter</i> and 94.2), per document	50

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

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

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

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

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

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

Annex E
Classification

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

Annex F
Languages of Correspondence

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

English.

Annex G
International-Type Search

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

The Authority conducts international-type searches as follows:

International-type searches on the claims of a provisional application or a search statement of a provisional application provided by the applicant.

[Annex III follows]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1

Terms and Expressions

- (1) For the purposes of this Agreement:
 - (a) "Treaty" means the Patent Cooperation Treaty;
 - (b) "Regulations" means the Regulations under the Treaty;
 - (c) "Administrative Instructions" means the Administrative Instructions under the Treaty;
 - (d) "Article" (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) "Rule" means a Rule of the Regulations;
 - (f) "Contracting State" means a State party to the Treaty;
 - (g) "the Authority" means the Brazilian National Institute of Industrial Property;
 - (h) "the International Bureau" means the International Bureau of the World Intellectual Property Organization.
- (2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Brazilian National Institute of Industrial Property gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Brazilian National Institute of Industrial Property written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Brazilian National Institute of
Industrial Property by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

any Contracting State;

so far as Article 3(2) is concerned:

any Contracting State.

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

- (ii) the following languages which it will accept:

(a) for international applications filed with the Brazilian National Institute of Industrial Property as receiving Office: English, Portuguese and Spanish;

(b) for international applications filed with receiving Offices established in the Latin America and Caribbean region: Portuguese and Spanish;

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

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

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge¹	Amount (Brazilian reais)
Search fee (Rule 16.1(a))	1,685 (online); 2,525 (on paper)
Additional fee (Rule 40.2(a))	1,360 (online); 2,040 (on paper)
Preliminary examination fee (Rule 58.1(b))	630 (online); 945 (on paper)
Additional fee (Rule 68.3(a))	365 (online); 545 (on paper)
Late payment fee for preliminary examination	amount as set out in Rule 58 <i>bis</i> .2
Protest fee (Rules 40.2(e) and 68.3(e))	1,220 (online); 1,830 (on paper)
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	180 (online); 270 (on paper)
Cost of copies (Rules 44.3(b), 71.2(b), 94.1 <i>ter</i> and 94.2), per page	1.5 (online); 2 (on paper)

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

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

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

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

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

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

Annex E
Classification

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

¹ These fees are reduced by 60% under certain conditions (see Official Resolution of INPI-Br of March 10, 2014 N 129/14).

Annex F
Languages of Correspondence

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

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

Annex G
International-Type Search

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

The Authority does not conduct international-type searches.

[Annex IV follows]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1

Terms and Expressions

- (1) For the purposes of this Agreement:
- (a) "Treaty" means the Patent Cooperation Treaty;
 - (b) "Regulations" means the Regulations under the Treaty;
 - (c) "Administrative Instructions" means the Administrative Instructions under the
Treaty;
 - (d) "Article" (except where a specific reference is made to an Article of this
Agreement) means an Article of the Treaty;
 - (e) "Rule" means a Rule of the Regulations;
 - (f) "Contracting State" means a State party to the Treaty;
 - (g) "the Authority" means the Canadian Commissioner of Patents;
 - (h) "the International Bureau" means the International Bureau of the World
Intellectual Property Organization.
- (2) All other terms and expressions used in this Agreement which are also used in the
Treaty, the Regulations or the Administrative Instructions have, for the purposes of this
Agreement, the same meaning as in the Treaty, the Regulations and the Administrative
Instructions.

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Canadian Commissioner of Patents gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Canadian Commissioner of Patents written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

The Canadian Commissioner of Patents:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

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

so far as Article 3(2) is concerned:

where the Authority has prepared the international search report, Canada, and the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations.

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

- (ii) the following languages which it will accept:

English, French.

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

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

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

(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.

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

Annex E
Classification

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

Annex F
Languages of Correspondence

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

English, French.

Annex G
International-Type Search

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

The Authority does not conduct international-type searches.

[Annex V follows]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1

Terms and Expressions

- (1) For the purposes of this Agreement:
- (a) "Treaty" means the Patent Cooperation Treaty;
 - (b) "Regulations" means the Regulations under the Treaty;
 - (c) "Administrative Instructions" means the Administrative Instructions under the Treaty;
 - (d) "Article" (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) "Rule" means a Rule of the Regulations;
 - (f) "Contracting State" means a State party to the Treaty;
 - (g) "the Authority" means the National Institute of Industrial Property of Chile;
 - (h) "the International Bureau" means the International Bureau of the World Intellectual Property Organization.
- (2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the National Institute of Industrial Property of Chile gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the National Institute of Industrial Property of Chile written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the National Institute of Industrial
Property of Chile by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

any Contracting State of the Latin American and Caribbean region;

so far as Article 3(2) is concerned:

where the Authority has prepared the international search report, any Contracting State of the Latin American and Caribbean region.

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

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

Spanish.

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

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (United States dollars)
Search fee (Rule 16.1(a))	
– general fee	2,000
– reduced fee for natural persons and legal entities (where the international application is filed by an applicant, whether a natural person or a legal entity, who is a national of and a resident in any of the States which benefit, in accordance with the Schedule of Fees under the PCT Regulations, from the 90% reduction of the international filing fee, provided that, if there are several applicants, each must satisfy this criterion)	400
– reduced fee for universities (where the international application is filed by an applicant who is (a) a Chilean university, or (b) a foreign university headquartered in any of the States which benefit, in accordance with the Schedule of Fees under the PCT Regulations, from the 90% reduction of the international filing fee)	300
Additional fee (Rule 40.2(a))	
– general fee	2,000
- reduced fee for natural persons and legal entities (see search fee, above)	400
- reduced fee for universities (see search fee, above)	300
Preliminary examination fee (Rule 58.1(b))	
– general fee	1,500
- reduced fee for natural persons and legal entities (see search fee, above)	400
- reduced fee for universities (see search fee, above)	300
Late payment fee for preliminary examination	amount as set out in Rule 58 <i>bis</i> .2
Additional fee (Rule 68.3(a))	
– general fee	1,500
- reduced fee for natural persons and legal entities (see search fee, above)	400
- reduced fee for universities (see search fee, above)	300
Protest fee (Rules 40.2(e) and 68.3(e))	350
Cost of copies (Rules 44.3(b) and 71.2(b)), per document	10
Cost of copies (Rules 94.1 <i>ter</i> and 94.2), per document	10

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

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

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

(3) Where the Authority benefits from the results of an earlier search already made by the Authority on an application whose priority is claimed for the international application, 25% of the amount of the search fee paid shall be refunded.

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

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

Annex E Classification

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

Annex F Languages of Correspondence

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

English and Spanish.

Annex G International-Type Search

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

The Authority does not conduct international-type searches.

[Annex VI follows]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1
Terms and Expressions

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

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

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4 Subject Matter Not Required to Be Searched or Examined

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

Article 5 Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6 Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the State Intellectual Property Office of the People's Republic of China gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the State Intellectual Property Office of the People's Republic of China written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

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

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

China, Angola, Ghana, India, Iran (Islamic Republic of), Kenya, Liberia, Thailand, Zimbabwe

and any State that the Authority will specify;

so far as Article 3(2) is concerned:

China, Angola, Ghana, India, Iran (Islamic Republic of), Kenya, Liberia, Thailand, Zimbabwe

and any State that the Authority will specify.

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

- (ii) the following languages which it will accept:

Chinese, English.

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

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

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

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

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

Annex E
Classification

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

Annex F
Languages of Correspondence

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

Chinese and English,

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

Annex G
International-Type Search

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

The Authority does not conduct international-type searches.

[Annex VII 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 and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Egyptian Academy of Scientific Research and Technology gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Egyptian Academy of Scientific Research and Technology written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Egyptian Academy of Scientific
Research and Technology by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

any African, Asian or Arab Contracting State;

so far as Article 3(2) is concerned:

any African, Asian and Arab Contracting State.

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

- (ii) the following languages which it will accept:

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

(b) English for international applications filed with any other receiving Office.

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

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Excluded from Search or Examination

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

(3) Where the Authority benefits from the results of an earlier search taken into account under Rule 4.12, 50% of the amount of the search fee paid shall be refunded on request of the applicant.

(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.

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

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

Annex E
Classification

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

Annex F
Languages of Correspondence

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

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

Annex G
International-Type Search

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

The Authority does not conduct international-type searches.

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

Hereby agree as follows:

Article 1
Terms and Expressions

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

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

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the European Patent Organisation gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

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

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

In witness whereof the parties hereto have executed this Agreement.

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

For the European Patent Organisation by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

any Contracting State;

so far as Article 3(2) is concerned:

any Contracting State, under the condition that the Authority or another International Searching Authority located in and operating for any State party to the European Patent Convention has prepared the international search report.

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

- (ii) the following languages which it will accept:

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

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

The Authority conducts supplementary international searches as follows:

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

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

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

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

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

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

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

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

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

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

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

Annex E Classification

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

Annex F Languages of Correspondence

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

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

Annex G
International-Type Search

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

The Authority conducts international-type searches as follows:

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

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

[Annex IX 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
and International Preliminary Examining Authority
under the Patent Cooperation Treaty

Preamble

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

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

Hereby agree as follows:

Article 1

Terms and Expressions

- (1) For the purposes of this Agreement:
 - (a) "Treaty" means the Patent Cooperation Treaty;
 - (b) "Regulations" means the Regulations under the Treaty;
 - (c) "Administrative Instructions" means the Administrative Instructions under the Treaty;
 - (d) "Article" (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) "Rule" means a Rule of the Regulations;
 - (f) "Contracting State" means a State party to the Treaty;
 - (g) "the Authority" means the Spanish Patent and Trademark Office;
 - (h) "the International Bureau" means the International Bureau of the World Intellectual Property Organization.
- (2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Spanish Patent and Trademark Office gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Spanish Patent and Trademark Office written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Spanish Patent and Trademark
Office by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

any Contracting State in accordance with the obligations of Spain within the framework of the European Patent Organisation;

so far as Article 3(2) is concerned:

any Contracting State in accordance with the obligations of Spain within the framework of the European Patent Organisation.

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

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

Spanish.

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

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Not Excluded from Search or Examination

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

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of Spanish patent law, No. 24/2015 of 24 July.

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

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

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

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

Annex E
Classification

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

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

Annex F
Languages of Correspondence

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

Spanish.

Annex G
International-Type Search

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

The Authority does not conduct international-type searches.

[Annex X follows]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1

Terms and Expressions

- (1) For the purposes of this Agreement:
- (a) "Treaty" means the Patent Cooperation Treaty;
 - (b) "Regulations" means the Regulations under the Treaty;
 - (c) "Administrative Instructions" means the Administrative Instructions under the Treaty;
 - (d) "Article" (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) "Rule" means a Rule of the Regulations;
 - (f) "Contracting State" means a State party to the Treaty;
 - (g) "the Authority" means the Finnish Patent and Registration Office;
 - (h) "the International Bureau" means the International Bureau of the World Intellectual Property Organization.
- (2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Finnish Patent and Registration Office gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Finnish Patent and Registration Office written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Finnish Patent and Registration
Office by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

any Contracting State in accordance with the obligations of Finland within the framework of the European Patent Organisation;

so far as Article 3(2) is concerned:

any Contracting State in accordance with the obligations of Finland within the framework of the European Patent Organisation.

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

- (ii) the following languages which it will accept:

Finnish, Swedish, English.

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

The Authority conducts supplementary international searches as follows:

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

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

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

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

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

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

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

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

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

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

Annex E Classification

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

Annex F Languages of Correspondence

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

Finnish, Swedish or English,

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

Annex G International-Type Search

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

The Authority conducts international-type searches as follows:

International-type searches on national applications filed at the Authority.

[Annex XI follows]

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 and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Government of Israel gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Government of Israel written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Government of Israel by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

Israel, United States of America, Georgia;

so far as Article 3(2) is concerned:

Israel, United States of America, Georgia.

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

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

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

English.

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

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

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

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

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

Annex E
Classification

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

Annex F
Languages of Correspondence

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

English

Annex G
International-Type Search

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

The Authority conducts international-type searches for national applications.

[Annex XII follows]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1

Terms and Expressions

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

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

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Indian Patent Office gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Indian Patent Office written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Indian Patent Office by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

India, Iran (Islamic Republic of);

so far as Article 3(2) is concerned:

India, Iran (Islamic Republic of).

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

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

English.

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

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

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

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

(5) Where the international application or the demand is withdrawn before the start of the international preliminary examination, the amount of the preliminary examination fee paid shall be refunded, less a processing fee equivalent to the amount of the transmittal fee, as set by the Indian Patent Office, in its capacity as a receiving Office under the PCT.

¹ The amounts in parentheses are applicable in case of filing by an individual.

Annex E
Classification

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

Annex F
Languages of Correspondence

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

English.

Annex G
International-Type Search

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

The Authority does not conduct international-type searches.

[Annex XIII follows]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1

Terms and Expressions

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

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

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Japan Patent Office gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Japan Patent Office written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Japan Patent Office by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

Japan, Brunei Darussalam, Cambodia, Indonesia, Lao People's Democratic Republic, Malaysia, Philippines, Republic of Korea, Singapore, Thailand, United States of America and Viet Nam;

so far as Article 3(2) is concerned:

where the Authority has prepared the international search report,

Japan, Brunei Darussalam, Cambodia, Indonesia, Lao People's Democratic Republic, Malaysia, Philippines, Republic of Korea, Singapore, Thailand, United States of America and Viet Nam.

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

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

- (ii) the following languages which it will accept:

(a) for international applications filed with the receiving Office of, or acting for, Japan:

Japanese, English;

(b) for international applications filed with the receiving Office of, or acting for, Brunei Darussalam, Cambodia, Indonesia, Lao People's Democratic Republic, Malaysia, Philippines, Singapore, Thailand, United States of America and Viet Nam:

English;

(c) for international applications filed with the receiving Office of the Republic of Korea:

Japanese.

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

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Not Excluded from Search or Examination

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

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of Japanese Patent Act; and methods for treatment of the human body by surgery or therapy, as well as diagnostic methods.

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

(i) where the international application claims the priority of an earlier international application which has been the subject of an international search made by the Authority, the international search of the earlier international application;

(ii) the earlier search of a Japanese national application for a patent or for a utility model registration which was filed by the same applicant as that of the international application.

¹ This fee is reduced by two thirds where the application is filed in Japanese by an individual, a small or medium-sized enterprise that has commenced business or been established less than ten years or a micro enterprise. For further details, see http://www.jpo.go.jp/tetuzuki/ryoukin/chusho_keigen.htm

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

(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 E Classification

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

Annex F Languages of Correspondence

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

Japanese, English.

Annex G International-Type Search

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

The Authority does not conduct international-type searches.

[Annex XIV follows]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1

Terms and Expressions

- (1) For the purposes of this Agreement:
 - (a) “Treaty” means the Patent Cooperation Treaty;
 - (b) “Regulations” means the Regulations under the Treaty;
 - (c) “Administrative Instructions” means the Administrative Instructions under the Treaty;
 - (d) “Article” (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) “Rule” means a Rule of the Regulations;
 - (f) “Contracting State” means a State party to the Treaty;
 - (g) “the Authority” means the Korean Intellectual Property Office;
 - (h) “the International Bureau” means the International Bureau of the World Intellectual Property Organization.
- (2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Korean Intellectual Property Office gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Korean Intellectual Property Office written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Korean Intellectual Property Office
by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

Republic of Korea, Australia, Chile, Indonesia, Malaysia, Mexico, Mongolia, New Zealand, Peru, Philippines, Saudi Arabia, Singapore, Sri Lanka, Thailand, United States of America and Viet Nam;

so far as Article 3(2) is concerned:

Republic of Korea, Australia, Chile, Indonesia, Malaysia, Mexico, Mongolia, New Zealand, Peru, Philippines, Saudi Arabia, Singapore, Sri Lanka, Thailand, United States of America and Viet Nam.

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

- (ii) the following languages which it will accept:

Korean, English.

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

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Not Excluded from Search or Examination

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

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of patent law of the Republic of Korea.

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

(3) Where the Authority benefits from the results of an earlier search already made by the Authority, 75% of the amount of the search fee paid shall be refunded on request of 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 E
Classification

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

Annex F
Languages of Correspondence

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

Korean, English.

Annex G
International-Type Search

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

The Authority does not conduct international-type searches.

[Annex XV follows]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1

Terms and Expressions

- (1) For the purposes of this Agreement:
- (a) “Treaty” means the Patent Cooperation Treaty;
 - (b) “Regulations” means the Regulations under the Treaty;
 - (c) “Administrative Instructions” means the Administrative Instructions under the Treaty;
 - (d) “Article” (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) “Rule” means a Rule of the Regulations;
 - (f) “Contracting State” means a State party to the Treaty;
 - (g) “the Authority” means the Russian Federal Service for Intellectual Property;
 - (h) “the International Bureau” means the International Bureau of the World Intellectual Property Organization.
- (2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Russian Federal Service for Intellectual Property gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Russian Federal Service for Intellectual Property written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Russian Federal Service for
Intellectual Property by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

any Contracting State;

so far as Article 3(2) is concerned:

any Contracting State.

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

- (ii) the following languages which it will accept:

Russian, English.

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

The Authority conducts supplementary international searches as follows:

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

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

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

- (iv) AM – patent documents of Armenia (from 1995 to present)¹
- (v) BY – patent documents of Belarus (from 1995 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 D is paid, the supplementary international search shall cover at least the PCT minimum documentation under Rule 34 in addition to the documentation referred to in paragraph (2).

Annex C Subject Matter Not Excluded from Search or Examination

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

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of patent law of the Russian Federation.

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.

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Russian roubles)
Search fee (Rule 16.1(a)) (for an application in English)	28,000
Search fee (Rule 16.1(a)) (for an application in Russian)	6,750
Additional fee (Rule 40.2(a)) (for an application in English)	28,000
Additional fee (Rule 40.2(a)) (for an application in Russian)	6,750
Supplementary search fee (Rule 45bis.3(a))	11,800
Supplementary search for a search in accordance with paragraph 3(3) of Annex B, where a declaration referred to in Article 17(2)(a) has been made because of subject matter referred to in Rule 39.1(iv)	18,880
Review fee (Rule 45bis.6(c))	4,130
Preliminary examination fee (Rule 58.1(b))	
- if the international search report has been prepared by the Authority (for an application in English)	10,500
- if the international search report has been prepared by the Authority (for an application in Russian)	2,700
- if the international search report has been prepared by another International Searching Authority (for an application in English)	15,750
- if the international search report has been prepared by another International Searching Authority (for an application in Russian)	4,050
Additional fee (Rule 68.3(a))	
- if the international search report has been prepared by the Authority (for an application in English)	10,500
- if the international search report has been prepared by the Authority (for an application in Russian)	2,700
- if the international search report has been prepared by another International Searching Authority (for an application in English)	15,750
- if the international search report has been prepared by another International Searching Authority (for an application in Russian)	4,050
Protest fee (Rules 40.2(e) and 68.3(e))	2,700
Late furnishing fee for sequence listings (Rules 13ter.1(c) and 13ter.2)	2,050
Cost of copies (except for documents transmitted to the applicant along with the international search report or preliminary examination report) (Rules 44.3(b) and 71.2(b))	
- patent document, per page	23.60
- non-patent document, per page	59
Cost of copies (Rules 94.1ter and 94.2), per page	94.40

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

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

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

(3) Where the Authority benefits from the results of an earlier search, 25 - 75% of the amount of the search fee paid shall be refunded, depending on the extent to which an Authority benefits from that earlier search.

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

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

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

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

Annex E
Classification

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

Annex F
Languages of Correspondence

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

Russian or English

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

Annex G
International-Type Search

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

The Authority conducts international-type searches as follows:

International-type searches on national applications filed at the Authority.

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

Hereby agree as follows:

Article 1

Terms and Expressions

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

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

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Swedish Patent and Registration Office gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Swedish Patent and Registration Office written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Swedish Patent and Registration
Office by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

Denmark, Finland, Iceland, Norway, Sweden, and

Barbados, Brazil, India, Madagascar, Morocco, Mexico, Sri Lanka, Trinidad and Tobago, Viet Nam, all Member States of the African Regional Intellectual Property Organization (ARIPO) and all Member States of the African Intellectual Property Organization (OAPI);

so far as Article 3(2) is concerned:

Denmark, Finland, Iceland, Norway, Sweden, and

Barbados, Brazil, India, Madagascar, Morocco, Mexico, Sri Lanka, Trinidad and Tobago, Viet Nam, all Member States of the African Regional Intellectual Property Organization (ARIPO) and all Member States of the African Intellectual Property Organization (OAPI).

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

- (ii) the following languages which it will accept:

for international applications filed with the receiving Office of, or acting for, Denmark, Finland, Iceland, Norway or Sweden, Danish, English, Finnish, Norwegian, Swedish;

for international applications filed with the receiving Office of, or acting for, any other State, Danish, English, Finnish, French, Norwegian, Swedish.

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

The Authority conducts supplementary international searches as follows:

(1) The Authority will accept requests for supplementary international search based on international applications filed in, or translations furnished into, Danish, English, Finnish, Norwegian or Swedish.

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

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

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

² The applicant will receive free of charge a copy of each document containing non-patent literature. Other documents are available electronically, free of charge on the website www.prv.se.

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

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

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

(3) Where the Authority benefits from the results of an earlier international or international-type search carried out by the Authority, 50 or 100% of the amount of the search fee paid shall be refunded, depending on the extent to which an Authority benefits from that earlier search.

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

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

(a) refund of the full amount paid where Rule 54.4, 54*bis*.1(b) or 58*bis*.1(b) applies;

(b) refund of the amount paid less the current amount of the transmittal fee, where Rule 60.1(c) applies.

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

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

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

Annex E
Classification

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

Annex F
Languages of Correspondence

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

Danish, English, Finnish, French, Norwegian or Swedish,

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

Annex G
International-Type Search

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

The Authority conducts international-type searches as follows:

International-type searches on national applications filed at the Authority or any Nordic patent authority. The request and fee for international-type search must be submitted within three months of the filing date of the national application.

[Annex XVII follows]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1
Terms and Expressions

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

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

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

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

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

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

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

Article 6
Classification

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

Article 7
Languages of Correspondence Used by the Authority

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

Article 8
International-Type Search

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

Article 9
Entry into Force

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

Article 10
Duration and Renewability

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

Article 11
Amendment

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

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

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

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

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

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

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

(i) if the Intellectual Property Office of Singapore gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Intellectual Property Office of Singapore written notice to terminate this Agreement.

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

In witness whereof the parties hereto have executed this Agreement.

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

For the Intellectual Property Office of
Singapore by:

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

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

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

so far as Article 3(1) is concerned:

Singapore, Cambodia, Indonesia, Japan, Mexico, Thailand, United States of America, Viet Nam;

so far as Article 3(2) is concerned:

Singapore, Cambodia, Indonesia, Japan, Mexico, Thailand, United States of America, Viet Nam.

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

- (ii) the following languages which it will accept:

English, Chinese.

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

The Authority conducts supplementary international searches as follows:

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

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

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

Annex C
Subject Matter Not Excluded from Search or Examination

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

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

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

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

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

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

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

(3) Where the Authority benefits from the results of an earlier search, 25 to 75% of the amount of the search fee shall be refunded, depending on the extent to which an Authority assesses it has benefited from that earlier search.

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

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

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

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

Annex E Classification

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

Annex F Languages of Correspondence

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

English or Chinese,

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

Annex G International-Type Search

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

The Authority does not conduct international-type searches.

[Annex XVIII follows]

Draft Agreement

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

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

Preamble

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

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

Hereby agree as follows:

Article 1
Terms and Expressions

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

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

Article 2 Basic Obligations

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

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

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

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

Article 3 Competence of Authority

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

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

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

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

Article 4
Subject Matter Not Required to Be Searched or Examined

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

Article 5
Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its functions as an International Searching Authority and International Preliminary Examining Authority, is set out in Annex D to this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement:

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

Article 6
Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate the classification of the subject matter according to the International Patent Classification. The Authority may, in addition, in accordance with Rules 43.3 and 70.5, indicate the classification of the subject matter according to any other patent classification specified in Annex E to this Agreement to the extent decided by it as set out in that Annex.

Article 7
Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language or one of the languages indicated, having regard to the language or languages indicated in Annex A and to the language or languages whose use is authorized by the Authority under Rule 92.2(b), in Annex F.

Article 8
International-Type Search

The Authority shall carry out international-type searches to the extent decided by it as set out in Annex G to this Agreement.

Article 9
Entry into Force

This Agreement shall enter into force on January 1, 2018.

Article 10
Duration and Renewability

This Agreement shall remain in force until December 31, 2027. The parties to this Agreement shall, no later than July 2026, start negotiations for its renewal.

Article 11
Amendment

(1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.

(2) Without prejudice to paragraph (3), amendments may be made to the Annexes to this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; and, notwithstanding paragraph (4), they shall take effect on the date agreed upon by them.

(3) The Authority may, by a notification to the Director General of the World Intellectual Property Organization:

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that:

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

(1) This Agreement shall terminate before December 31, 2027:

(i) if the Turkish Patent and Trademark Office gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Turkish Patent and Trademark Office written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

In witness whereof the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English language.

For the Turkish Patent and Trademark Office
by:

For the International Bureau of the World
Intellectual Property Organization by:

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

- (i) the following States for which it will act:

so far as Article 3(1) is concerned:

any Contracting State in accordance with the obligations of the Authority under the European Patent Convention;

so far as Article 3(2) is concerned:

any Contracting State in accordance with the obligations of the Authority under the European Patent Convention.

Where a receiving Office specifies the International Authority under Articles 3(1) and (2), the International Authority shall become competent for international applications filed at that receiving Office from a date to be agreed by the receiving Office and International Authority and to be notified to the International Bureau.

- (ii) the following languages which it will accept:

English and Turkish.

Annex B
Supplementary International Search:
Documentation Covered; Limitations and Conditions

The Authority conducts supplementary international searches as follows:

(1) The Authority will accept requests for supplementary international search based on international applications filed in, or translations furnished into, the languages mentioned in Annex F.

(2) The supplementary international search shall cover at least one of the following levels of search:

(i) in addition to the PCT minimum documentation, at least the documents in Turkish held in the search collection of the Authority;

(ii) only the documents in Turkish held in the search collection of the Authority.

(3) The Authority will notify the International Bureau if the demand for supplementary international search clearly exceeds the resources available and also when normal conditions have been re-established.

Annex C
Subject Matter Not Excluded from Search or Examination

The subject matter set forth in Rule 39.1 or 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination is the following:

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of Turkish patent law.

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Turkish lira)
Search fee (Rule 16.1(a))	... ¹
Additional fee (Rule 40.2(a))	... ¹
Supplementary search fee (Rule 45 <i>bis</i> .3(a)), full search	... ¹
Supplementary search fee (Rule 45 <i>bis</i> .3(a)), for searches only on the documents in Turkish held in the search collection the Authority	500
Review fee (Rule 45 <i>bis</i> .6(c))	1,000
Preliminary examination fee (Rule 58.1(b))	1,000
Late payment fee for preliminary examination	amount as set out in Rule 58 <i>bis</i> .2
Additional fee (Rule 68.3(a))	1,000
Protest fee (Rules 40.2(e) and 68.3(e))	1,000
Late furnishing fee for sequence listings (Rules 13 <i>ter</i> .1(c) and 13 <i>ter</i> .2)	200
Cost of copies (Rules 44.3(b), 71.2(b), 94.1 <i>ter</i> and 94.2), per document	1.50

Part II. Conditions for and Extent of Refunds or Reductions of Fees

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall be fully refunded.

(3) Where the Authority benefits from the results of an earlier search, 50% of the amount of the search fee paid shall be refunded. There shall be no refund of the whole of the search fee paid, or waiver or reduction of the search fee.

¹ Turkish lira equivalent of the euro amount of the search fee (Rule 16.1(a)) payable to the European Patent Office as International Searching Authority, as modified from time to time in accordance with the directives under Rule 16.1(d).

(4) In the cases provided for under Rule 58.3, the amount of the preliminary examination fee paid shall be fully refunded.

(5) Where the international application or the demand is withdrawn before the start of the international preliminary examination, the amount of the preliminary examination fee paid shall be fully refunded.

(6) The Authority shall refund the supplementary search fee if, before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), the supplementary search request is considered not to have been submitted under Rule 45*bis*.5(g).]

(7) The Authority shall refund the supplementary search fee if, after receipt of the documents specified in Rule 45*bis*.4(e)(i) to (iv), but before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), it is notified of the withdrawal of the international application or the supplementary search request.

Annex E Classification

Under Article 6 of the Agreement, the Authority specifies the following classification systems in addition to the International Patent Classification: none.

Annex F Languages of Correspondence

Under Article 7 of the Agreement, the Authority specifies the following language(s):

English and Turkish.

Annex G International-Type Search

Under Article 8 of the Agreement, the Authority specifies the following extent of international-type searches:

The Authority conducts international-type searches as follows:

International-type searches on national applications filed at the Authority.

[Annex XIX follows]

Draft Agreement

between the Ministry of Economic Development and Trade of Ukraine
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the State Enterprise
“Ukrainian Intellectual Property Institute”
as an International Searching Authority
and International Preliminary Examining Authority
under the Patent Cooperation Treaty

Preamble

The Ministry of Economic Development and Trade of Ukraine and the International Bureau of the World Intellectual Property Organization,

Considering that the PCT Assembly, having heard the advice of the PCT Committee for Technical Cooperation, has appointed the State Enterprise “Ukrainian Intellectual Property Institute” as an International Searching and Preliminary Examining Authority under the Patent Cooperation Treaty and approved this Agreement in accordance with Articles 16(3) and 32(3),

Hereby agree as follows:

Article 1

Terms and Expressions

- (1) For the purposes of this Agreement:
- (a) “Treaty” means the Patent Cooperation Treaty;
 - (b) “Regulations” means the Regulations under the Treaty;
 - (c) “Administrative Instructions” means the Administrative Instructions under the Treaty;
 - (d) “Article” (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) “Rule” means a Rule of the Regulations;
 - (f) “Contracting State” means a State party to the Treaty;
 - (g) “the Authority” means the State Enterprise “Ukrainian Intellectual Property Institute”;
 - (h) “the International Bureau” means the International Bureau of the World Intellectual Property Organization.

(2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching Authority and International Preliminary Examining Authority as are provided under, the Treaty, the Regulations, the Administrative Instructions and this Agreement.

(2) In carrying out international search and international preliminary examination, the Authority shall apply and observe all the common rules of international search and of international preliminary examination and, in particular, shall be guided by the PCT International Search and Preliminary Examination Guidelines.

(3) The Authority shall maintain a quality management system in compliance with the requirements set out in the PCT International Search and Preliminary Examination Guidelines.

(4) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent considered to be appropriate by both the Authority and the International Bureau, mutual assistance in the performance of their functions thereunder.

Article 3 Competence of Authority

(1) The Authority shall act as International Searching Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international search, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(2) The Authority shall act as International Preliminary Examining Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international preliminary examination, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(3) Where an international application is filed with the International Bureau as receiving Office under Rule 19.1(a)(iii), paragraphs (1) and (2) apply as if that application had been filed with a receiving Office which would have been competent under Rule 19.1(a)(i) or (ii), (b) or (c) or Rule 19.2(i).

(4) The Authority shall conduct supplementary international searches in accordance with Rule 45*bis* to the extent decided by it, as set out in Annex B to this Agreement.

Article 4 Subject Matter Not Required to Be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that such application relates to subject matter set forth in Rule 39.1 or 67.1, as the case may be, with the exception of the subject matter specified in Annex C to this Agreement.

Article 5 Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its functions as an International Searching Authority and International Preliminary Examining Authority, is set out in Annex D to this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement:

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

Article 6 Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate the classification of the subject matter according to the International Patent Classification. The Authority may, in addition, in accordance with Rules 43.3 and 70.5, indicate the classification of the subject matter according to any other patent classification specified in Annex E to this Agreement to the extent decided by it as set out in that Annex.

Article 7
Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language or one of the languages indicated, having regard to the language or languages indicated in Annex A and to the language or languages whose use is authorized by the Authority under Rule 92.2(b), in Annex F.

Article 8
International-Type Search

The Authority shall carry out international-type searches to the extent decided by it as set out in Annex G to this Agreement.

Article 9
Entry into Force

This Agreement shall enter into force on January 1, 2018.

Article 10
Duration and Renewability

This Agreement shall remain in force until December 31, 2027. The parties to this Agreement shall, no later than July 2026, start negotiations for its renewal.

Article 11
Amendment

(1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.

(2) Without prejudice to paragraph (3), amendments may be made to the Annexes to this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Ministry of Economic Development and Trade of Ukraine; and, notwithstanding paragraph (4), they shall take effect on the date agreed upon by them.

(3) The Ministry of Economic Development and Trade of Ukraine may, by a notification to the Director General of the World Intellectual Property Organization:

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that:

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

(1) This Agreement shall terminate before December 31, 2027:

(i) if the Ministry of Economic Development and Trade of Ukraine gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Ministry of Economic Development and Trade of Ukraine written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

In witness whereof the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English and Ukrainian languages, each text being equally authentic.

For the Ministry of Economic Development
and Trade of Ukraine by:

For the International Bureau of the World
Intellectual Property Organization by:

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

- (i) the following States for which it will act:

so far as Article 3(1) is concerned:

any Contracting State;

so far as Article 3(2) is concerned:

any Contracting State.

Where a receiving Office specifies the International Authority under Articles 3(1) and (2), the International Authority shall become competent for international applications filed at that receiving Office from a date to be agreed by the receiving Office and International Authority and to be notified to the International Bureau.

- (ii) the following languages which it will accept:

English, French, German, Russian, Ukrainian.

Annex B
Supplementary International Search:
Documentation Covered; Limitations and Conditions

The Authority conducts supplementary international searches as follows:

(1) The Authority will accept requests for supplementary international search based on international applications filed in, or translations furnished into, English, French, German, Russian or Ukrainian.

(2) The supplementary international search shall cover at least one of the following levels of search:

(i) the documents held in the search collection of the Authority including, but not limited to, the PCT minimum documentation under Rule 34;

(ii) European and North American documentation;

(iii) Russian language documentation of the former USSR and Ukrainian language documentation.

(3) If the International Searching Authority competent for the main international search has issued a declaration referred to in Article 17(2)(a) because of subject matter referred to in Rule 39.1(iv), and the appropriate fee referred to in Annex D is paid, the supplementary international search shall cover at least the PCT minimum documentation under Rule 34 in addition to the documentation referred to in paragraph (2) of this Annex.

(4) The Ministry of Economic Development and Trade of Ukraine shall notify the International Bureau if a demand for supplementary international search exceeds resources available to the Authority and also when normal conditions have been reestablished.

Annex C Subject Matter Not Excluded from Search or Examination

The subject matter set forth in Rule 39.1 or 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination is the following:

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of Law of Ukraine On the Protection of Rights to Inventions and Utility Models.

Annex D Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Euro)
Search fee (Rule 16.1(a))	300
Additional fee (Rule 40.2(a))	300
Supplementary search fee(s) (Rule 45bis.3(a))	
- of only European and North American documentation	200
- of only Russian language documentation of the former USSR and Ukrainian language documentation	150
Supplementary search fee for a search in accordance with paragraph (3) of Annex B, where a declaration referred to in Article 17(2)(a) has been made because of subject matter referred to in Rule 39.1(iv)	100
Preliminary examination fee (Rule 58.1(b))	
- the international search report has been prepared by the Authority	160
- the international search report has been prepared by another International Searching Authority	180
Additional fee (Rule 68.3(a))	180
Protest fee (Rules 40.2(e) and 68.3(e))	40
Cost of copies (Rules 44.3(b) and 71.2(b)), per page	0.70

Part II. Conditions for and Extent of Refunds or Reductions of Fees

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall be fully refunded.

(3) Where the Authority benefits from the results of an earlier search carried out in respect of an earlier application by the Authority itself or by another International Authority 25-75 % of the amount of the search fee paid shall be refunded, depending on the extent to which an Authority benefits from that earlier search.

(4) In the cases provided for under Rule 58.3, the amount of the preliminary examination fee paid shall be fully refunded.

(5) Where the international application or the demand is withdrawn before the start of the international preliminary examination, 75% of the preliminary examination fee paid shall be refunded.

(6) The Authority shall refund the supplementary search fee if, before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), the supplementary search request is considered not to have been submitted under Rule 45*bis*.5(g).

(7) The Authority shall refund the supplementary search fee if, after receipt of the documents specified in Rule 45*bis*.4(e)(i) to (iv), but before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), it is notified of the withdrawal of the international application or the supplementary search request.

Annex E
Classification

Under Article 6 of the Agreement, the Authority specifies the following classification systems in addition to the International Patent Classification: none.

Annex F
Languages of Correspondence

Under Article 7 of the Agreement, the Authority specifies the following languages:

English or Russian, for applications filed in Ukrainian;

Russian, for applications filed in, or translated into, Russian;

English, for applications filed in, or translated into English, French or German.

Annex G
International-Type Search

Under Article 8 of the Agreement, the Authority specifies the following extent of international-type searches:

The Authority does not conduct international-type searches.

[Annex XX follows]

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 PCT Assembly, having heard the advice of the PCT Committee for Technical Cooperation, has appointed the United States Patent and Trademark Office as an International Searching and Preliminary Examining Authority under the Patent Cooperation Treaty and approved this Agreement in accordance with Articles 16(3) and 32(3),

Hereby agree as follows:

Article 1

Terms and Expressions

- (1) For the purposes of this Agreement:
 - (a) "Treaty" means the Patent Cooperation Treaty;
 - (b) "Regulations" means the Regulations under the Treaty;
 - (c) "Administrative Instructions" means the Administrative Instructions under the Treaty;
 - (d) "Article" (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) "Rule" means a Rule of the Regulations;
 - (f) "Contracting State" means a State party to the Treaty;
 - (g) "the Authority" means the United States Patent and Trademark Office;
 - (h) "the International Bureau" means the International Bureau of the World Intellectual Property Organization.
- (2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching Authority and International Preliminary Examining Authority as are provided under, the Treaty, the Regulations, the Administrative Instructions and this Agreement.

(2) In carrying out international search and international preliminary examination, the Authority shall apply and observe all the common rules of international search and of international preliminary examination and, in particular, shall be guided by the PCT International Search and Preliminary Examination Guidelines.

(3) The Authority shall maintain a quality management system in compliance with the requirements set out in the PCT International Search and Preliminary Examination Guidelines.

(4) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent considered to be appropriate by both the Authority and the International Bureau, mutual assistance in the performance of their functions thereunder.

Article 3 Competence of Authority

(1) The Authority shall act as International Searching Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international search, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(2) The Authority shall act as International Preliminary Examining Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international preliminary examination, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(3) Where an international application is filed with the International Bureau as receiving Office under Rule 19.1(a)(iii), paragraphs (1) and (2) apply as if that application had been filed with a receiving Office which would have been competent under Rule 19.1(a)(i) or (ii), (b) or (c) or Rule 19.2(i).

(4) The Authority shall conduct supplementary international searches in accordance with Rule 45*bis* to the extent decided by it, as set out in Annex B to this Agreement.

Article 4
Subject Matter Not Required to Be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that such application relates to subject matter set forth in Rule 39.1 or 67.1, as the case may be, with the exception of the subject matter specified in Annex C to this Agreement.

Article 5
Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its functions as an International Searching Authority and International Preliminary Examining Authority, is set out in Annex D to this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement:

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

Article 6
Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate the classification of the subject matter according to the International Patent Classification. The Authority may, in addition, in accordance with Rules 43.3 and 70.5, indicate the classification of the subject matter according to any other patent classification specified in Annex E to this Agreement to the extent decided by it as set out in that Annex.

Article 7
Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language or one of the languages indicated, having regard to the language or languages indicated in Annex A and to the language or languages whose use is authorized by the Authority under Rule 92.2(b), in Annex F.

Article 8
International-Type Search

The Authority shall carry out international-type searches to the extent decided by it as set out in Annex G to this Agreement.

Article 9
Entry into Force

This Agreement shall enter into force on January 1, 2018.

Article 10
Duration and Renewability

This Agreement shall remain in force until December 31, 2027. The parties to this Agreement shall, no later than July 2026, start negotiations for its renewal.

Article 11
Amendment

(1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.

(2) Without prejudice to paragraph (3), amendments may be made to the Annexes to this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; and, notwithstanding paragraph (4), they shall take effect on the date agreed upon by them.

(3) The Authority may, by a notification to the Director General of the World Intellectual Property Organization:

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that:

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

(1) This Agreement shall terminate before December 31, 2027:

(i) if the United States Patent and Trademark Office gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the United States Patent and Trademark Office written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

In witness whereof the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English language.

For the United States Patent and Trademark
Office by:

For the International Bureau of the World
Intellectual Property Organization by:

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

- (i) the following States for which it will act:

so far as Article 3(1) is concerned:

United States of America, Bahrain, Barbados, Brazil, Chile, Dominican Republic, Egypt, Georgia, Guatemala, India, Israel, Mexico, New Zealand, Oman, Panama, Peru, Philippines, Qatar, Saint Lucia, Saint Vincent and the Grenadines, South Africa, Thailand, Trinidad and Tobago;

so far as Article 3(2) is concerned:

United States of America, and

where the Authority has prepared the international search report,

Bahrain, Barbados, Brazil, Chile, Dominican Republic, Egypt, Georgia, Guatemala, India, Israel, Mexico, New Zealand, Oman, Panama, Peru, Philippines, Qatar, Saint Lucia, Saint Vincent and the Grenadines, South Africa, Thailand, Trinidad and Tobago.

Where a receiving Office specifies the Authority under Articles 3(1) and (2), the Authority shall become competent for international applications filed at that receiving Office from a date to be agreed by the receiving Office and the Authority and to be notified to the International Bureau.

- (ii) the following language which it will accept:

English.

Annex B
Supplementary International Search:
Documentation Covered; Limitations and Conditions

The Authority does not conduct supplementary international searches.

Annex C
Subject Matter Not Excluded from Search or Examination

The subject matter set forth in Rule 39.1 or 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination is the following:

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of United States patent law.

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (United States dollars)
Search fee (Rule 16.1(a))	2,080 ¹
Additional fee (Rule 40.2(a))	2,080 ¹
Preparation of an international-type search report on a United States national application	40
Preliminary examination fee (Rule 58.1(b))	
- where the international search fee has been paid on the international application to the Authority	600 ¹
- where the international search was carried out by another Authority	700 ¹
Additional fee (Rule 68.3(a))	600 ¹
Cost of copies (Rules 44.3 and 71.2) ²	
- US patent, per copy	3
Cost of copies (Rules 94.1 <i>ter</i> and 94.2)	
- US patent, per copy	3
- non-US patent document, per copy	25

¹ This fee is reduced by 50% in the case of filing by a "small entity" and by 75% in the case of filing by a "micro entity". For further details on the entitlement to and the establishment of "small entity" status, see www.uspto.gov/web/offices/pac/mpep/s509.html#d0e30961 and 37 CFR 1.27 at: www.uspto.gov/web/offices/pac/mpep/consolidated_rules.pdf. For further details on the entitlement to and the establishment of "micro entity" status, see www.uspto.gov/web/offices/pac/mpep/s509.html#ch500_d1ff69_210b3_1ca and 37 CFR 1.29 at: www.uspto.gov/web/offices/pac/mpep/consolidated_rules.pdf. These details shall be subject to change by the Authority at its discretion.

² The applicant receives, together with the international search report, a copy of each cited document that is not a US patent document or a published international application. The applicant receives, together with the international preliminary examination report, a copy of each cited document not cited in the international search report that is not US patent document or a published international application. Electronic copies of these documents may be viewed at the USPTO's website (www.uspto.gov/patents-application-process/search-patents) and printed for free. Copies can also be purchased online or obtained from the USPTO Office of Public Records.

Part II. Conditions for and Extent of Refunds or Reductions of Fees

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall be fully refunded.

(3) In the cases provided for under Rule 58.3, the amount of the preliminary examination fee paid shall be fully refunded.

(4) Where the international application or the demand is withdrawn before the start of the international preliminary examination, the amount of the preliminary examination fee paid shall be refunded, less a processing fee equivalent to the transmittal fee under Rule 14.1(b).

Annex E
Classification

Under Article 6 of the Agreement, the Authority specifies the following classification system(s) in addition to the International Patent Classification: the Cooperative Patent Classification (CPC).

Annex F
Languages of Correspondence

Under Article 7 of the Agreement, the Authority specifies the following language:

English.

Annex G
International-Type Search

Under Article 8 of the Agreement, the Authority specifies the following extent of international-type searches:

The Authority conducts international-type searches as follows:

The Authority performs international-type searches in regularly filed non-provisional applications filed under 35 U.S.C. 111(a) (37 CFR 1.104(a)(3) and 1.413(c)(3)). The Authority will additionally prepare an international-type search report in national applications upon request and payment of a fee (37 CFR 1.104(a)(4)).

[Annex XXI follows]

Draft Agreement

between the Nordic Patent Institute
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Nordic Patent Institute
as an International Searching Authority
and International Preliminary Examining Authority
under the Patent Cooperation Treaty

Preamble

The Nordic Patent Institute and the International Bureau of the World Intellectual Property Organization,

Considering that the PCT Assembly, having heard the advice of the PCT Committee for Technical Cooperation, has appointed the Nordic Patent Institute as an International Searching and Preliminary Examining Authority under the Patent Cooperation Treaty and approved this Agreement in accordance with Articles 16(3) and 32(3),

Hereby agree as follows:

Article 1

Terms and Expressions

- (1) For the purposes of this Agreement:
 - (a) "Treaty" means the Patent Cooperation Treaty;
 - (b) "Regulations" means the Regulations under the Treaty;
 - (c) "Administrative Instructions" means the Administrative Instructions under the Treaty;
 - (d) "Article" (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) "Rule" means a Rule of the Regulations;
 - (f) "Contracting State" means a State party to the Treaty;
 - (g) "the Authority" means the Nordic Patent Institute;
 - (h) "the International Bureau" means the International Bureau of the World Intellectual Property Organization.
- (2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching Authority and International Preliminary Examining Authority as are provided under, the Treaty, the Regulations, the Administrative Instructions and this Agreement.

(2) In carrying out international search and international preliminary examination, the Authority shall apply and observe all the common rules of international search and of international preliminary examination and, in particular, shall be guided by the PCT International Search and Preliminary Examination Guidelines.

(3) The Authority shall maintain a quality management system in compliance with the requirements set out in the PCT International Search and Preliminary Examination Guidelines.

(4) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent considered to be appropriate by both the Authority and the International Bureau, mutual assistance in the performance of their functions thereunder.

Article 3 Competence of Authority

(1) The Authority shall act as International Searching Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international search, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(2) The Authority shall act as International Preliminary Examining Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international preliminary examination, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(3) Where an international application is filed with the International Bureau as receiving Office under Rule 19.1(a)(iii), paragraphs (1) and (2) apply as if that application had been filed with a receiving Office which would have been competent under Rule 19.1(a)(i) or (ii), (b) or (c) or Rule 19.2(i).

(4) The Authority shall conduct supplementary international searches in accordance with Rule 45*bis* to the extent decided by it, as set out in Annex B to this Agreement.

Article 4
Subject Matter Not Required to Be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that such application relates to subject matter set forth in Rule 39.1 or 67.1, as the case may be, with the exception of the subject matter specified in Annex C to this Agreement.

Article 5
Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its functions as an International Searching Authority and International Preliminary Examining Authority, is set out in Annex D to this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement:

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

Article 6
Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate the classification of the subject matter according to the International Patent Classification. The Authority may, in addition, in accordance with Rules 43.3 and 70.5, indicate the classification of the subject matter according to any other patent classification specified in Annex E to this Agreement to the extent decided by it as set out in that Annex.

Article 7
Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language or one of the languages indicated, having regard to the language or languages indicated in Annex A and to the language or languages whose use is authorized by the Authority under Rule 92.2(b), in Annex F.

Article 8
International-Type Search

The Authority shall carry out international-type searches to the extent decided by it as set out in Annex G to this Agreement.

Article 9
Entry into Force

This Agreement shall enter into force on January 1, 2018.

Article 10
Duration and Renewability

This Agreement shall remain in force until December 31, 2027. The parties to this Agreement shall, no later than July 2026, start negotiations for its renewal.

Article 11
Amendment

(1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.

(2) Without prejudice to paragraph (3), amendments may be made to the Annexes to this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; and, notwithstanding paragraph (4), they shall take effect on the date agreed upon by them.

(3) The Authority may, by a notification to the Director General of the World Intellectual Property Organization:

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that:

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

(1) This Agreement shall terminate before December 31, 2027:

(i) if the Nordic Patent Institute gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Nordic Patent Institute written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

In witness whereof the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English language.

For the Nordic Patent Institute by:

For the International Bureau of the World
Intellectual Property Organization by:

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

- (i) the following States for which it will act:

so far as Article 3(1) is concerned:

Denmark, Iceland, Norway, Sweden, and any other Contracting State, in accordance with the obligations of Denmark, Iceland and Norway within the framework of the European Patent Organisation;

so far as Article 3(2) is concerned:

Denmark, Iceland, Norway, Sweden, and any other Contracting State, in accordance with the obligations of Denmark, Iceland and Norway within the framework of the European Patent Organisation.

Where a receiving Office specifies the International Authority under Articles 3(1) and (2), the International Authority shall become competent for international applications filed at that receiving Office from a date to be agreed by the receiving Office and International Authority and to be notified to the International Bureau.

- (ii) the following languages which it will accept:

Danish, English, Icelandic, Norwegian and Swedish.

Annex B
Supplementary International Search:
Documentation Covered; Limitations and Conditions

The Authority conducts supplementary international searches as follows:

(1) The Authority will accept requests for supplementary international search based on international applications filed in, or translations furnished into, the languages mentioned in Annex F.

(2) The supplementary international search shall cover at least one of the following levels of search:

(i) in addition to the PCT minimum documentation, at least the documents in Danish, Icelandic, Norwegian and Swedish held in the search collection of the Authority;

(ii) only the documents in Danish, Icelandic, Norwegian and Swedish held in the search collection of the Authority.

(3) The Authority will conduct a maximum of 500 supplementary international searches per year.

Annex C
Subject Matter Not Excluded from Search or Examination

The subject matter set forth in Rule 39.1 or 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination is the following:

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of Danish, Icelandic or Norwegian patent law.

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Danish kroner)
Search fee (Rule 16.1(a))	... ¹
Additional fee (Rule 40.2(a))	... ¹
Supplementary search fee(s) (Rule 45 <i>bis</i> .3(a)), full search	... ¹
Supplementary search fee (Rule 45 <i>bis</i> .3(a)), for searches only on the documents in Danish, Icelandic, Norwegian and Swedish held in the search collection the Authority	4,000
Review fee (Rule 45 <i>bis</i> .6(c))	8,000
Preliminary examination fee (Rule 58.1(b))	5,000
Additional fee (Rule 68.3(a))	5,000
Protest fee (Rules 40.2(e) and 68.3(e))	8,000
Cost of copies (Rules 44.3(b) and 71.2(b)), per document	50
Cost of copies (Rules 94.1 <i>ter</i> and 94.2), per page	3.25

Part II. Conditions for and Extent of Refunds or Reductions of Fees

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall be fully refunded.

(3) Where the Authority benefits from the results of an earlier international or international-type search, 50% of the amount of the search fee paid shall be refunded.

(4) Where on an earlier application, the priority of which is claimed, a search report has been issued by another Office, and where the Authority benefits from that search report, 25% of the amount of the search fee paid shall be refunded.

¹ Danish kroner equivalent of the euro amount of the search fee (Rule 16.1(a)) payable to the European Patent Office as International Searching Authority, as modified from time to time in accordance with the directives under Rule 16.1(d).

(5) In the cases provided for under Rule 58.3, the following amount of the preliminary examination fee paid shall be refunded:

(a) refund of the full amount paid where Rule 54.4, 54*bis*.1(b) or 58*bis*.1(b) applies;

(b) refund of the amount paid less the current amount of the transmittal fee, where Rule 60.1(c) applies.

(6) Where the international application or the demand is withdrawn before the start of the international preliminary examination, the amount of the preliminary examination fee paid shall be fully refunded.

(7) The Authority shall refund the supplementary search fee if, before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), the supplementary search request is considered not to have been submitted.

Annex E Classification

Under Article 6 of the Agreement, the Authority specifies the following classification systems in addition to the International Patent Classification: none.

Annex F Languages of Correspondence

Under Article 7 of the Agreement, the Authority specifies the following language(s):

Danish, English, Icelandic, Norwegian and Swedish,

depending on the language in which the international application is filed or translated, however English may be used in all cases.

Annex G International-Type Search

Under Article 8 of the Agreement, the Authority specifies the following extent of international-type searches:

The Authority conducts international-type searches as follows:

International-type searches for national patent applications filed at the Danish, Icelandic, Norwegian or Swedish Patent Offices, by applicants who are nationals or residents of Denmark, Iceland, Norway or Sweden.

[Annex XXII follows]

Draft Agreement

between the Visegrad Patent Institute
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Visegrad Patent Institute
as an International Searching Authority
and International Preliminary Examining Authority
under the Patent Cooperation Treaty

Preamble

The Visegrad Patent Institute and the International Bureau of the World Intellectual Property Organization,

Considering that the PCT Assembly, having heard the advice of the PCT Committee for Technical Cooperation, has appointed the Visegrad Patent Institute as an International Searching and Preliminary Examining Authority under the Patent Cooperation Treaty and approved this Agreement in accordance with Articles 16(3) and 32(3),

Hereby agree as follows:

Article 1

Terms and Expressions

- (1) For the purposes of this Agreement:
- (a) “Treaty” means the Patent Cooperation Treaty;
 - (b) “Regulations” means the Regulations under the Treaty;
 - (c) “Administrative Instructions” means the Administrative Instructions under the Treaty;
 - (d) “Article” (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) “Rule” means a Rule of the Regulations;
 - (f) “Contracting State” means a State party to the Treaty;
 - (g) “the Authority” means the Visegrad Patent Institute;
 - (h) “the International Bureau” means the International Bureau of the World Intellectual Property Organization.

(2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching Authority and International Preliminary Examining Authority as are provided under, the Treaty, the Regulations, the Administrative Instructions and this Agreement.

(2) In carrying out international search and international preliminary examination, the Authority shall apply and observe all the common rules of international search and of international preliminary examination and, in particular, shall be guided by the PCT International Search and Preliminary Examination Guidelines.

(3) The Authority shall maintain a quality management system in compliance with the requirements set out in the PCT International Search and Preliminary Examination Guidelines.

(4) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent considered to be appropriate by both the Authority and the International Bureau, mutual assistance in the performance of their functions thereunder.

Article 3 Competence of Authority

(1) The Authority shall act as International Searching Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international search, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(2) The Authority shall act as International Preliminary Examining Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international preliminary examination, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(3) Where an international application is filed with the International Bureau as receiving Office under Rule 19.1(a)(iii), paragraphs (1) and (2) apply as if that application had been filed with a receiving Office which would have been competent under Rule 19.1(a)(i) or (ii), (b) or (c) or Rule 19.2(i).

(4) The Authority shall conduct supplementary international searches in accordance with Rule 45*bis* to the extent decided by it, as set out in Annex B to this Agreement.

Article 4
Subject Matter Not Required to Be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that such application relates to subject matter set forth in Rule 39.1 or 67.1, as the case may be, with the exception of the subject matter specified in Annex C to this Agreement.

Article 5
Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its functions as an International Searching Authority and International Preliminary Examining Authority, is set out in Annex D to this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement:

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

Article 6
Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate the classification of the subject matter according to the International Patent Classification. The Authority may, in addition, in accordance with Rules 43.3 and 70.5, indicate the classification of the subject matter according to any other patent classification specified in Annex E to this Agreement to the extent decided by it as set out in that Annex.

Article 7
Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language or one of the languages indicated, having regard to the language or languages indicated in Annex A and to the language or languages whose use is authorized by the Authority under Rule 92.2(b), in Annex F.

Article 8
International-Type Search

The Authority shall carry out international-type searches to the extent decided by it as set out in Annex G to this Agreement.

Article 9
Entry into Force

This Agreement shall enter into force on January 1, 2018.

Article 10
Duration and Renewability

This Agreement shall remain in force until December 31, 2027. The parties to this Agreement shall, no later than July 2026, start negotiations for its renewal.

Article 11
Amendment

(1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.

(2) Without prejudice to paragraph (3), amendments may be made to the Annexes to this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; and, notwithstanding paragraph (4), they shall take effect on the date agreed upon by them.

(3) The Authority may, by a notification to the Director General of the World Intellectual Property Organization:

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that:

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12 Termination

(1) This Agreement shall terminate before December 31, 2027:

(i) if the Visegrad Patent Institute gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Visegrad Patent Institute written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

In witness whereof the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English language.

For the Visegrad Patent Institute by:

For the International Bureau of the World
Intellectual Property Organization by:

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

- (i) the following States for which it will act:

so far as Article 3(1) is concerned:

the Czech Republic, Hungary, the Republic of Poland, the Slovak Republic, and

any other Contracting State in accordance with the obligations of the Czech Republic, Hungary, the Republic of Poland, the Slovak Republic undertaken within the framework of the European Patent Organisation;

so far as Article 3(2) is concerned:

the Czech Republic, Hungary, the Republic of Poland, the Slovak Republic, and

any other Contracting State in accordance with the obligations of the Czech Republic, Hungary, the Republic of Poland, the Slovak Republic undertaken within the framework of the European Patent Organisation.

Where a receiving Office specifies the International Authority under Articles 3(1) and (2), the International Authority shall become competent for international applications filed at that receiving Office from a date to be agreed by the receiving Office and International Authority and to be notified to the International Bureau.

- (ii) the following languages which it will accept:

Czech, English, Hungarian, Polish and Slovak.

Annex B
Supplementary International Search:
Documentation Covered; Limitations and Conditions

The Authority conducts supplementary international searches as follows:

(1) The Authority will accept requests for supplementary international search based on international applications filed in, or translations furnished into, the languages mentioned in Annex F.

(2) The supplementary international search shall cover at least one of the following levels of search:

(i) in addition to the PCT minimum documentation, at least the documents in Czech, Hungarian, Polish and Slovak held in the search collection of the Authority;

(ii) only the documents in Czech, Hungarian, Polish and Slovak held in the search collection of the Authority.

(3) The Authority will notify the International Bureau if the demand for supplementary international search clearly exceeds the resources available and also when normal conditions have been re-established.

Annex C
Subject Matter Not Excluded from Search or Examination

The subject matter set forth in Rule 39.1 or 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination is the following:

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of Czech, Hungarian, Polish and Slovak patent law.

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Euro)
Search fee (Rule 16.1(a))	1,875
Additional fee (Rule 40.2(a))	1,875
Supplementary search fee(s) (Rule 45bis.3(a)), full search	1,875
Supplementary search fee (Rule 45bis.3(a)), for searches only on the documents in Czech, Hungarian, Polish and Slovak held in the search collection the Authority	550
Preliminary examination fee (Rule 58.1(b))	900
Late payment fee for preliminary examination	amount as set out in Rule 58bis.2
Additional fee (Rule 68.3(a))	900
Protest fee (Rules 40.2(e) and 68.3(e))	875
Review fee (Rule 45bis.6(c))	875
Late furnishing fee for sequence listings (Rules 13ter.1(c) and 13ter.2)	230
Cost of copies (Rules 44.3(b), 71.2(b), 94.1ter and 94.2), per page	0.80

Part II. Conditions for and Extent of Refunds or Reductions of Fees

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall be fully refunded.

(3) Where the Authority benefits from the results of an earlier search carried out by any of the national Offices of the Contracting States or from an earlier international search report or international-type search report, 40% of the amount of the search fee paid shall be refunded. There shall be no refund of the whole of the search fee paid, or waiver or reduction of the search fee.

(4) In the cases provided for under Rule 58.3, the amount of the preliminary examination fee paid shall be fully refunded.

(5) Where the international application or the demand is withdrawn before the start of the international preliminary examination, the amount of the preliminary examination fee paid shall be fully refunded.

(6) The Authority shall refund the supplementary search fee if, before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), the supplementary search request is considered not to have been submitted under Rule 45*bis*.5(g).

(7) The Authority shall refund the supplementary search fee if, after receipt of the documents specified in Rule 45*bis*.4(e)(i) to (iv), but before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), it is notified of the withdrawal of the international application or the supplementary search request.

Annex E Classification

Under Article 6 of the Agreement, the Authority specifies the following classification systems in addition to the International Patent Classification: none.

Annex F Languages of Correspondence

Under Article 7 of the Agreement, the Authority specifies the following language(s):

Czech, English, Hungarian, Polish and Slovak.

Annex G International-Type Search

Under Article 8 of the Agreement, the Authority specifies the following extent of international-type searches:

The Authority does not conduct international-type searches.

[End of Annex XXII and of document]