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## **COMMITTEE OF EXPERTS ON THE PATENT LAW TREATY**

**Fifth Session**

**Geneva, December 15 to 19, 1997**

**DRAFT PATENT LAW TREATY AND DRAFT REGULATIONS**

*prepared by the International Bureau*

## INTRODUCTION

1. The present document contains the provisions of a new draft of a Treaty for the promotion of the harmonization of patent law and of accompanying Regulations. It takes into account the views expressed in the fourth session of WIPO's Committee of Experts on the Patent Law Treaty (June 23 to 27, 1997) on Articles 1 to 16 of the previous draft of the treaty (document PLT/CE/IV/2) as reflected in the Report adopted by the Committee of Experts contained in document PLT/CE/IV/4. Differences between the text of the draft Treaty submitted to the fourth session of the Committee of Experts and the text of Articles 1 to 16 of the draft Treaty and of the accompanying Regulations have been highlighted as follows:

(i) words which did not appear in the previous draft of the Treaty contained in document PLT/CE/IV/2 but appear in Articles 1 to 16 and the Regulations in the present document are underlined, and (ii) the omission of words which appeared in document PLT/CE/IV/2 from Articles 1 to 16 and the Regulations in the present document is indicated by the sign \_.

2. The draft Treaty contains no transitional provisions or administrative and final clauses at present. At a later stage, when the precise contents of the draft Treaty have become clearer, it will be necessary to decide whether any transitional provisions are needed for interested Contracting Parties and, if so, to which provisions of the draft Treaty they should relate.

3. Notes on the provisions of the draft Treaty and the draft Regulations are contained in document PLT/CE/V/3. Differences between the text of the Notes submitted to the fourth session, as the case may be, of the Committee of Experts and the text of the Notes contained in the present document have not been highlighted.

4. Revised draft Model International Forms which are to be included in the Regulations will be presented to a future session of the Committee of Experts.

## PATENT LAW TREATY

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DRAFT TREATY

*Article 1*

*Abbreviated Expressions*

For the purposes of this Treaty, unless expressly stated otherwise:

- (i) “Office” means the authority of a Contracting Party entrusted with the granting of patents;
- (ii) “application” means an application for the grant of a patent \_ ;
- (iii) “patent” means a patent for invention;
- (iv) references to a “person” shall be construed as references to both a natural person and a legal entity;
- (v) “communication” means any application, or any request, declaration or information relating to an application or patent, which is submitted or transmitted to the Office, whether under this Treaty or not, by means permitted under \_ this Treaty or otherwise permitted by the Office;

[Article 1, continued]

(vi) “records of the Office” means the collection of information maintained by the Office, relating to the applications filed with, and the patents granted by, that Office or another authority with effect for the Contracting Party concerned and all information recorded in respect of those applications and patents, irrespective of the medium in which such information is stored;

(vii) “recordal” means recordal in the records of the Office;

(viii) “applicant” means the person whom the records of the Office show as the person who is applying for the patent;

(ix) “owner” means the person whom the records of the Office show as the owner of the patent;

(x) “representative” means any person, firm or partnership that can be a representative under the applicable law;

(xi) “Paris Convention” means the Paris Convention for the Protection of Industrial Property, signed on March 20, 1883, as revised and amended;



[Article 1, continued]

(xii) “Patent Cooperation Treaty” means the Patent Cooperation Treaty (“PCT”) signed on June 19, 1970, as amended and modified;

(xiii) “Contracting Party” means [reserved; definitions of other terms used in the administrative and final provisions of the Treaty are also reserved].

*Article 2*

*Applications and Patents to Which the Treaty Applies*

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(1) [General] (a) Subject to subparagraph (b) and paragraphs (2) and (3), the provisions of this Treaty and the Regulations shall apply to applications filed with, and patents granted by, an Office of a Contracting Party and to patents granted with effect for a Contracting Party.

(b) The provisions of this Treaty and the Regulations shall not apply to inventors' certificates, utility certificates, utility models, patents or certificates of addition, inventors' certificates of addition or utility certificates of addition or to applications for such titles of protection.

(2) [International Applications] The provisions of this Treaty and the Regulations shall not apply to international applications under the Patent Cooperation Treaty, except that [:

(i) Article 14(2) to (5) of this Treaty and the Regulations shall apply to such applications in respect of the time limits applicable in the Office of any Contracting Party under Articles 22 and 39(1) of the Patent Cooperation Treaty;

(ii) the provisions of this Treaty and the Regulations shall apply, subject to the Patent Cooperation Treaty, to such applications once processing has started in the Office of a Contracting Party as a designated Office under the Patent Cooperation Treaty.

(3) [*Special Features of Certain Types of Applications and Patents*] Nothing in this Treaty and the Regulations shall limit the freedom of any Contracting Party to apply any requirements necessary to accommodate the special features of any types of applications which cannot be filed as international applications under the Patent Cooperation Treaty and to any patents resulting from such types of applications.

*Article 3*

*National Security*

Nothing in this Treaty and the Regulations \_ shall limit the freedom of any Contracting Party to apply measures deemed necessary for the preservation of its national security.

*Article 4*

*Filing Date*

(1) [*Requirements*] (a) Subject to paragraphs (3) \_ to (5), any Contracting Party shall provide that the filing date of an application shall be the date on which its Office has received all of the following elements filed by means permitted under Article 5(1)(b) or otherwise permitted by the Office:

(i) an express or implicit indication to the effect that the elements are intended to be an application \_ ;

(ii) indications allowing the identity of the applicant or other person submitting the application to be established or allowing the applicant or other person submitting the application to be contacted by the Office;

(iii) a part which on the face of it appears to be a description;

(iv) if the part which on the face of it appears to be a description is not in \_ any one language \_ accepted by the Office, an indication to the effect that the application contains a description.

[Article 4(1), continued]

(b) The indications referred to in subparagraph (a)(i) and (ii), and any indication referred to in subparagraph (a)(iv), may be required to be in any one language accepted by the Office, whereas the part referred to in subparagraph (a)(iii) may, for the purposes of the filing date, be in any language.

(2) [*Notification*] (a) Where the application does not comply with one or more of the requirements of paragraph (1), the Office shall, unless indications allowing the applicant or other person submitting the application to be contacted by the Office have not been furnished, promptly notify the applicant or other person submitting the application of any requirement not complied with.

(b) Where the application refers to drawings which, in fact, are not included in the application, the Office shall, unless indications allowing the applicant or other person submitting the application to be contacted by the Office have not been furnished, promptly notify the applicant or other person submitting the application accordingly.

(3) [*Subsequent Compliance with Requirements; Missing Drawings and Parts of the Description*] (a) Where the application as initially filed does not comply with one or more of the requirements referred to in paragraph (1) and all of the requirements referred to in paragraph (1) are subsequently complied with \_ , the filing date shall be the date on which all those requirements are complied with. Any Contracting Party may provide that the preceding sentence shall apply only where all of the requirements referred to in paragraph (1) are subsequently complied with within the time limit prescribed in the Regulations and that, otherwise, the application shall be regarded as not having been filed.

(b) Where drawings referred to in the application but in fact not included are furnished to the Office within the time limit prescribed in the Regulations, the filing date shall be the date on which the Office has received those drawings or the date referred in subparagraph (a), whichever is later. Otherwise, any reference to the said drawings shall be considered non-existent. However, the Office shall be free to consider the date of the receipt of the elements referred to in paragraph (1)(a), or, where applicable, the date on which all of the requirements referred to in paragraph (1) are subsequently complied with under subparagraph (a), as the filing date where the later furnished drawings do not contain new matter. If the later furnished drawings are withdrawn within a time limit fixed by the Contracting Party, the filing date shall be the date of the receipt of the elements referred to in paragraph (1)(a), or, where applicable, the date on which all of the requirements referred to in paragraph (1) are subsequently complied with under subparagraph (a), and any reference to the said drawings shall be considered non-existent.

[Article 4(3), continued]

[(c) When the application claims the priority of an earlier application, the Office shall, where applicable, consider the contents of that earlier application as contained in the application claiming priority in determining, for the purposes of the filing date, whether any part of the description or any drawing furnished after the filing date does not contain new matter, where that part or drawing is furnished to rectify its unintentional omission from the application on the filing date.]

(4) [*Replacing Description and Drawings by Reference to Previously Filed Application*] (a) Where \_ an application \_ in respect of the same invention has been previously filed by the same applicant or his predecessor in title (“the earlier application”) \_ , a reference as prescribed in the Regulations, in \_ any one language \_ accepted by the Office, to the earlier application \_ shall, for the purposes of the filing date of the application, replace the description and any drawings, provided that the applicant is identified \_ in the application \_ , that the same applicant or his predecessor in title is identified in the earlier application and that, where the earlier application was not filed with the Office, \_

(i) a copy of the earlier application or, where the earlier application is not in \_ any one language \_ accepted by the Office, a translation of the earlier application in \_ such language \_ is furnished to the Office within the time limit prescribed in the Regulations, and



[Article 4(4)(a), continued]

(ii) a certified copy of the earlier application is furnished to the Office either, where the priority of the earlier application is claimed, in accordance with Article 5(5)(a) or, where the priority of the earlier application is not claimed, within the time limit prescribed in the Regulations.

(b) Where the requirements referred to in subparagraph (a) are not complied with, the application shall be considered as not having been filed.

[(5) [Divisional Applications] Nothing in this Article shall limit the right of an applicant under Article 4G(1) or (2) of the Paris Convention to preserve, as the date of a divisional application referred to in that Article, the date of the initial application referred to in that Article and the benefit of the right of priority, if any.]

*Article 5**Application*

(1) [*Requirements*] (a) No Contracting Party shall, except where otherwise provided for by this Treaty, require compliance with any requirement relating to the form or contents of an application which is different from or additional to any requirement applicable under the Patent Cooperation Treaty to an international application, it being understood that any Contracting Party shall be free to provide for requirements which, from the viewpoint of applicants, are more favorable than the requirements applicable under the Patent Cooperation Treaty.

(b) The Regulations shall set out the requirements which a Contracting Party shall be permitted to apply as regards the filing of applications in paper form or in electronic form or by other means. However, adoption of any provision of the Regulations obliging all Contracting Parties to accept the electronic filing of applications with their Offices [or allowing any Contracting Party which accepts the electronic filing of applications with its Office to exclude the filing of applications with its Office in paper form] shall require unanimous consent.

(c) As regards the requirements concerning the presentation of the request part of the application, any Contracting Party which has not excluded the filing of applications with its Office in paper form shall not refuse an application filed in paper form if that part of the application is presented on a form corresponding to the application Form provided for in the Regulations.

(2) [*Registration Numbers*] Notwithstanding paragraph (1)(a), any Contracting Party may require that the request part of the application contain, where the applicant is registered with the Office, the number or other indication under which he is so registered and, where the applicant has a representative who is registered with the Office, the number or other indication under which the representative is so registered.

(3) [*Language*] Any Contracting Party may require that the application be in any one language accepted by its Office.

(4) [*Fees*] Any Contracting Party may require that fees be paid in respect of the application.

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(5) [*Priority*] (a) Where the priority of an earlier application is claimed, any Contracting Party may require that a copy, which may be required to be certified as correct by the Office with which the earlier application was filed, of the earlier application be furnished to the Office within the time limit prescribed in the Regulations, provided that no Contracting Party may require the furnishing, by the applicant or other person submitting, or entitled to prosecute, the application, of a copy of an earlier application which was filed with its Office or is available to the Office by other means. Any Contracting Party may require that such

[Article 5(5), continued]

certified copy, if any, be accompanied by a certificate from the same Office showing the date of filing of the earlier application.

(b) Any Contracting Party may, where the earlier application is not in any one language accepted by the Office and the validity of the priority claim is relevant to the determination of whether

(i) the invention concerned is patentable, or

(ii) the contents of the application claiming priority are considered as comprised in the state of the art for the purposes of an application other than the application claiming priority.

require that a translation, in such language , of the earlier application be furnished, upon invitation by the Office, within the time limit prescribed in the Regulations.

(6) [*Evidence*] Any Contracting Party may require that evidence be furnished to its Office in the course of the processing of the application where that Office may reasonably doubt the veracity of any matter contained in the request part of the application or in a declaration of priority which is not contained in that request part.

(7) [*Notification*] Where one or more of the requirements applicable under paragraphs (1) to (4) are not complied with or where evidence is required under paragraph (6), the Office shall, unless indications allowing the applicant or other person submitting, or entitled to prosecute, the application to be contacted by the Office have not been furnished \_ , promptly notify the applicant or other person submitting, or entitled to prosecute, the application, giving an opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

(8) [*Non-Compliance with Requirements*] (a) Where one or more of the requirements applicable under paragraphs (1) to (4) and (6) are not complied with within the time limit prescribed in the Regulations, the Contracting Party may, subject to subparagraph (b) and Article 4(4)(b), apply such sanction as is provided for in its law, provided that the applicant or other person submitting, or entitled to prosecute, the application has, unless \_ indications allowing the applicant or other person submitting the application to be contacted by the Office have not been furnished, been notified under paragraph (7).

(b) Where any requirement applicable under paragraph (1) in respect of a priority claim is not complied with within the time limit prescribed in the Regulations, the priority claim may be considered non-existent, except where otherwise provided for under the Patent Cooperation Treaty in respect of such non-compliance in the case of an international application, but, subject to Article 4(4)(b), no other sanctions may be applied.

[Article 5(8), continued]

(c) Where any copy or translation required by a Contracting Party under paragraph (5) is not furnished within the time limit applicable under that paragraph, the priority claim may be considered non-existent, but, subject to Article 4(4)(b), no other sanctions may be applied.

*Article 6*

*Validity of Patent; Revocation*

(1) [*Validity of Patent Not Affected by Non-Compliance with Certain Formal Requirements*] (a) Once a patent has been granted, it may not be revoked or invalidated by the Office, a court, a board of appeal or any other competent authority on the ground of non-compliance with the formal requirements referred to in Article 5(1), (2), (4) and (5).

(b) Nothing in subparagraph (a) shall limit the freedom of the Office, a court, a board of appeal or any other competent authority to revoke or invalidate a granted patent on a matter of substance, for example, where the description does not disclose the invention in a manner sufficiently clear and complete for the invention to be carried out by a person skilled in the art, or where the non-compliance with a formal requirement occurred as a result of a fraudulent intention.

(2) [*Opportunity to Make Observations, Amendments and/or Corrections in Case of Intended Revocation or Invalidation*] A patent may not be revoked or invalidated, either totally or in part, without the owner being given at least one opportunity to make observations on the intended revocation or invalidation, and to make amendments and/or corrections where permitted under the applicable law, within a reasonable time limit.

Article 7

*Representation; Address for Service*

(1) [*Representatives*] Any Contracting Party may require that any representative appointed for the purposes of any procedure before the Office \_

(i) have the right to practice before the Office,

(ii) provide an address for service in the territory of the Contracting Party.

(2) [*Mandatory Representation; Address for Service*] (a) Any Contracting Party may require that any applicant or other person submitting, or entitled to prosecute, the application, owner or other interested person be represented by a representative for the purposes of any procedure before the Office other than

(i) the filing of a translation \_ ,

(ii) the furnishing of drawings according to Article 4(3)(b), \_ or of a translation or certified copy according to Article 4(4), \_

(iii) the payment of any fee,



(iv) the issue of a receipt or notification by the Office in respect of any procedure referred to in items (i) to (iii).

(b) Any Contracting Party not requiring representation under subparagraph (a) may, unless a representative is appointed, require that, for the purposes of any procedure before the Office other than a procedure referred to in subparagraph (a)(i) to (iv),

(i) any applicant or other person submitting, or entitled to prosecute, the application, owner or other interested person who has neither a domicile nor a real and effective industrial or commercial establishment on the territory of the Contracting Party provide an address for service on that territory, and

(ii) any applicant or other person submitting, or entitled to prosecute, the application, owner or other interested person who has a domicile or a real and effective industrial or commercial establishment on the territory of the Contracting Party either indicate as his address the address of that domicile or establishment or provide an address for service on that territory.

(3) [*Power of Attorney*] (a) Whenever a Contracting Party allows or requires an applicant or other person submitting, or entitled to prosecute, the application, an owner or any other interested person to be represented by a representative before the Office, it shall accept

[Article 7(3), continued]

that the appointment of the representative be effected in a separate communication (hereinafter referred to as “power of attorney”) indicating the name of, and signed by, the applicant, the owner or the other person, as the case may be, or in the request part of the application, signed by the applicant.

(b) The power of attorney may relate to one or more applications and/or patents identified in the power of attorney or, subject to any exception indicated by the appointing person, to all existing and future applications and/or patents of that person (“a general power of attorney”).

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(c) The power of attorney may limit the powers of the representative to certain acts. Any Contracting Party may require that any power of attorney under which the representative has the right to withdraw an application, to surrender a patent or to take any action before the Office the result of which has the same consequence as a withdrawal of an application or a surrender of a patent, contain an express indication to that effect.

(d) The provisions of Article 5(1)(b) shall apply, *mutatis mutandis*, in respect of powers of attorney.

[Article 7(3), continued]

(e) As regards the requirements concerning the presentation of the power of attorney, any Contracting Party which has not excluded the filing of powers of attorney with its Office in \_ paper form shall not refuse a power of attorney filed in \_ paper form, if it is presented on a form corresponding to the power of attorney Form provided for in the Regulations.

(4) [*Language*] Any Contracting Party may require that the power of attorney be in \_ any one language \_ accepted by the Office or, if the power of attorney is not in \_ any one language \_ accepted by the Office, that the power of attorney be accompanied by a translation thereof in \_ such language \_ .

(5) [*References in Communications*] Any Contracting Party may require that any communication made to the Office by a representative for the purposes of a procedure before the Office contain

(i) a reference to the power of attorney, or other communication in which the appointment of that representative is or was effected, on the basis of which the said representative acts,

(ii) where the representative is registered with the Office, the number or other indication under which that representative is so registered.

[Article 7, continued]

(6) [*Evidence*] Any Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt the veracity of any indication contained in any communication referred to in paragraph (3).

(7) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (3) to (6) be complied with in respect of the matters dealt with in those paragraphs.

(8) [*Notification*] (a) Where any procedure before the Office is carried out by a representative, or by a person who refers to himself as a representative, and where one or more of the requirements applicable under paragraphs (1), (2)(a) and (3) to (5) are not complied with or where evidence is required under paragraph (6), the Office shall, unless indications allowing such representative or person to be contacted by the Office have not been furnished, promptly notify both

(i) that representative or person who refers to himself as a representative, and

(ii) the person to be represented,

giving the person to be represented an opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

[Article 7(8), continued]

(b) Where any procedure before the Office, including the filing of an application, is carried out by an applicant or other person submitting, or entitled to prosecute, the application, an owner or any other interested person, who is not represented, and, where any requirement applicable under paragraph (2)(b) is not complied with, the Office shall, unless indications allowing such applicant, owner or person to be contacted by the Office have not been furnished, promptly notify that applicant or other person submitting, or entitled to prosecute, the application, owner or other interested person, giving him an opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

(9) [*Non-Compliance with Requirements*] Where one or more of the requirements applicable under paragraphs (1) to (6) are not complied with in respect of any procedure before the Office within the time limit prescribed in the Regulations, that procedure may, subject to Article 4, be considered non-existent, provided that the person to be represented has, unless indications allowing that person to be contacted by the Office have not been furnished, been notified under paragraph (8)(a), or, where applicable, the applicant or other person submitting, or entitled to prosecute, the application, owner or other interested person has, unless indications allowing that person concerned to be contacted by the Office have not been furnished, been notified under paragraph (8)(b).

*Article 8*

*Signature*

(1) [*Communication on Paper*] Where a communication to the Office of a Contracting Party is in \_ paper form and a signature is required, that Contracting Party

(i) shall, subject to item (iii), accept a handwritten signature;

(ii) shall be free to allow, instead of a handwritten signature, the use of other forms of signature, such as a printed or stamped signature, or the use of a seal or of a bar-coded label;

(iii) may, where the natural person who signs the communication is its national and such person's address is in its territory, or where the legal entity on behalf of which the communication is signed is organized under its law and has either a domicile or a real and effective industrial or commercial establishment on its territory, require that a seal be used instead of a handwritten signature;

(iv) may, where a seal is used, require that the seal be accompanied by an indication in letters of the name of the natural person or legal entity whose seal is used.

[Article 8, continued]

(2) [*Communication by Electronic or Other Means, Other Than Paper*] The Regulations shall set out the requirements which a Contracting Party shall be permitted to apply as regards the signature of communications to the Office of a Contracting Party by electronic or other means, other than paper.

(3) [*Prohibition of Requirement of Certification*] No Contracting Party may require the attestation, notarization, authentication, legalization or other certification of any signature or other means of self-identification referred to in paragraph (1).

(4) [*Evidence*] (a) Any Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt the authenticity of any signature or other means of self-identification referred to in paragraph (1) or (2).

(b) No Contracting Party may require the attestation, notarization, authentication, legalization or other certification of any evidence referred to in subparagraph (a) which is communicated to the Office in paper form.

(5) [*Notification*] Where one or more of the requirements applicable under paragraphs (1) and (2) are not complied with or where evidence is required under paragraph (4), the Office shall, unless indications allowing the person whose signature is required to be contacted by the Office have not been furnished, promptly notify that

[Article 8(5), continued]

person \_ , giving \_ the said person an opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

(6) [*Non-Compliance with Requirements*] Where one or more of the requirements applicable under paragraphs (1), (2) and (4) are not complied with within the time limit prescribed in the Regulations, the Contracting Party may consider the communication concerned as not having been received, provided that the person whose signature is required has, unless \_ indications allowing that person to be contacted by the Office have not been furnished, been notified under paragraph (5).



*Article 9*

*Request for Recordal of Change in Name and Address*

(1) [Request] (a) Where there is no change in the person of the applicant or other person submitting, or entitled to prosecute, the application or the owner but there is a change in his name and/or address, each Contracting Party shall accept that a request for the recordal of the change \_ be made in a communication signed by the applicant or other person submitting, or entitled to prosecute, the application or the owner or his representative and indicating the number of the application or patent concerned and the change to be recorded.

(b) The provisions of Article 5(1)(b) shall apply, *mutatis mutandis*, in respect of requests for the recordal of a change in name or address.

(c) As regards the requirements concerning the presentation of the request, any Contracting Party which has not excluded the filing of requests for the recordal of a change in name or address with its Office in \_ paper form shall not refuse a request filed in \_ paper form, if it is presented on a form corresponding to the Form provided for in the Regulations.

(d) Any Contracting Party may require that the request indicate

(i) the name and address of the applicant or other person submitting, or entitled to prosecute, the application or the owner;

[Article 9(1), continued]

(ii) where the applicant or other person submitting, or entitled to prosecute, the application or the owner has a representative, the name and address of that representative;

(iii) where an address for service is required under Article 7(2)(b), such address.

(e) Any Contracting Party may require that the request be in any one language accepted by the Office.

(f) Any Contracting Party may require that a fee be paid in respect of the request.

(g) A single request shall be sufficient even where the change relates to more than one application or patent, or to both applications and patents, of the same person, provided that the numbers of all applications and patents concerned are indicated in the request.

(2) [*Unknown Application Number*] Notwithstanding paragraph (1)(a) and (g), where the application number of any application concerned has not yet been issued or is not known to the requesting party, the request shall identify that application as prescribed in the Regulations.

[Article 9, continued]

(3) [*Change in the Name or Address of the Representative or in the Address for Service*]

Paragraph (1) shall apply, *mutatis mutandis*, to any change in the name or address of the representative, if any, and to any change relating to the address for service, if any.

(4) [*Evidence*] Any Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt the veracity of any indication contained in the request.

(5) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (4) be complied with in respect of the request referred to in this Article. In particular, the furnishing of any certificate concerning the change may not be required.

(6) [*Notification*] Where one or more of the requirements applicable under paragraphs (1) to (3) are not complied with or where evidence is required under paragraph (4), the Office shall, unless \_ indications allowing the requesting party to be contacted by the Office have not been furnished, \_ promptly notify \_ that party, giving \_ the said party an opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

[Article 9, continued]

(7) [*Non-Compliance with Requirements*] Where one or more of the requirements applicable under paragraphs (1) to (4) \_ are not complied with within the time limit prescribed in the Regulations, the Contracting Party may provide that the request shall be refused, provided that the requesting party has, unless \_ indications allowing that party to be contacted by the Office have not been furnished, been notified under paragraph (6).

*Article 10*

*Request for Recordal of Change in Ownership*

(1) [*Request for Recordal of a Change in Ownership*] (a) Where there is a change in the person of the applicant or owner, each Contracting Party shall accept that a request for the recordal of the change \_ be made in a communication signed by the applicant or owner or his representative, or by the person who acquired ownership of the application (hereinafter referred to as “new applicant”) or the patent (hereinafter referred to as “new owner”) or his representative, and indicating the number of the application or patent concerned and the change to be recorded.

(b) The provisions of Article 5(1)(b) shall apply, *mutatis mutandis*, in respect of requests for the recordal of a change in ownership.

(c) As regards the requirements concerning the presentation of the request, any Contracting Party which has not excluded the filing of requests for the recordal of a change in ownership with its Office in \_ paper form shall not refuse a request filed in \_ paper form, if it is presented on a form corresponding to the Form provided for in the Regulations.

(d) Where the recordal of a change in ownership results from a contract, any Contracting Party may require that the request indicate that fact and, where the recordal is requested by the new applicant or the new owner, rather than by the applicant or the owner, that the request be accompanied, at the option of the requesting party, by one of the following:

[Article 10(1)(d), continued]

(i) a copy of the contract, which copy may be required to be certified, at the option of the requesting party, by any representative admitted to practice before the Office or by a notary public or any other competent public authority, as being in conformity with the original contract;

(ii) an extract of the contract showing the change in ownership, which extract may be required to be certified, at the option of the requesting party, by any representative admitted to practice before the Office or by a notary public or any other competent public authority, as being a true extract of the contract;

(iii) an uncertified certificate of transfer drawn up in the form and with the content as prescribed in the Regulations and signed by both the applicant and the new applicant, or by both the owner and the new owner.

(e) Where the change in ownership results from a merger, or from the reorganization or division of a legal entity, any Contracting Party may require that the request indicate that fact and be accompanied by a copy of a document, which document originates from the competent authority and evidences the merger, or the reorganization or division of the legal entity, and any attribution of rights involved, such as a copy of an extract from a register of commerce, and that that copy be certified, at the option of the requesting party, by the authority which issued the document or by any representative admitted to practice before

the Office or by a notary public or any other competent public authority, as being in conformity with the original document.

(f) Where there is a change in the person of one or more but not all of several co-applicants or co-owners, and such change in ownership results from a contract, any Contracting Party may require that any co-applicant or co-owner in respect of which there is no change in ownership give his express consent to the change in ownership in a document signed by him.

(g) Where the change in ownership does not result from a contract, from a merger, or from the reorganization or division of a legal entity, but results from another ground, for example, from operation of law or a court decision, any Contracting Party may require that the request indicate the basis for the change in ownership and be accompanied by a copy of a document evidencing the change and that that copy be certified as being in conformity with the original document, at the option of the requesting party, by the authority which issued the document or by any representative admitted to practice before the Office or by a notary public or any other competent public authority.

(h) Any Contracting Party may require that the request indicate

(i) the name and address of the applicant or owner;

[Article 10(1)(h), continued]

- (ii) the name and address of the new applicant or new owner;
- (iii) the date on which the new applicant or new owner acquired ownership;
- (iv) the name of a State of which the new applicant or new owner is a national if he is the national of any State, the name of a State in which the new applicant or new owner has his domicile, if any, and the name of a State in which the new applicant or new owner has a real and effective industrial or commercial establishment, if any;
- (v) where the applicant or owner has a representative, the name and address of that representative;
- (vi) where the applicant or owner has an address for service, such address;
- (vii) where the new applicant or new owner has a representative, the name and address of that representative;
- (viii) where an address for service is required under Article 7(2)(b), and the new applicant or new owner has an address for service, such address.



(i) Any Contracting Party may require that \_ a fee be paid \_ in respect of the request.

(j) A single request shall be sufficient even where the change relates to more than one application or patent, or to both applications and patents, provided that the applicant and the new applicant, or the owner and the new owner, are the same for each application or patent, respectively, and that the numbers of all applications and patents concerned are indicated in the request.

(2) [*Language; Translation*] Any Contracting Party may require that the request referred to in paragraph (1)(a) and the certificate of transfer referred to in paragraph (1)(d)(iii) be in \_ any one language \_ accepted by the Office and, where the documents referred to in paragraph (1)(d)(i) and (ii), (e), (f) and (g) are not in \_ any one language \_ accepted by the Office, that the request be accompanied by a translation of the required document in \_ such language \_ .

(3) [*Unknown Application Number*] Notwithstanding paragraph (1)(a) and (i), where the application number of any application concerned has not yet been issued or is not known to the applicant or his representative, the request shall identify that application as prescribed in the Regulations.

[Article 10, continued]

(4) [*Evidence*] Any Contracting Party may require that evidence, or further evidence where paragraph (1)(e) or (g) applies, be furnished to the Office where that Office may reasonably doubt the veracity of any indication contained in the request or in any document referred to in the present Article.

(5) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (4) be complied with in respect of the request referred to in this Article.

(6) [*Notification*] Where one or more of the requirements applicable under paragraphs (1) to (3) are not complied with or where evidence or further evidence is required under paragraph (4), the Office shall, unless indications allowing the requesting party to be contacted by the Office have not been furnished, promptly notify that party, giving the said party an opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

(7) [*Non-Compliance with Requirements*] Where one or more of the requirements applicable under paragraphs (1) to (4) are not complied with within the time limit prescribed in the Regulations, the Contracting Party may provide that the request shall be refused, provided that the requesting party has, unless indications allowing that party to be contacted by the Office have not been furnished, been notified under paragraph (6).

[Article 10, continued]

- (8) [Exclusion of Application of Article 10] – Any Contracting Party may exclude the application of this Article where the applicant or owner is the inventor.

*Article 11*

*Request for Recordal of a Licensing Agreement or Security Interest*

(1) [*Request for Recordal of a Licensing Agreement*] (a) Any Contracting Party which allows for recordal of licensing agreements shall accept that a request for the recordal of a licensing agreement be made in a communication signed by the \_ licensor or his representative, or by the licensee or his representative, and indicating the number of the application or patent concerned.

(b) The provisions of Article 5(1)(b) shall apply, *mutatis mutandis*, in respect of requests for the recordal of a licensing agreement.

(c) As regards the requirements concerning the presentation of the request, any Contracting Party which has not excluded the filing of requests for the recordal of a licensing agreement with its Office in \_ paper form shall not refuse a request filed in \_ paper form, if it is presented on a form corresponding to the Form provided for in the Regulations.

(d) Any Contracting Party may require that, where the recordal is requested by the licensee, rather than by the licensor, the request be accompanied, at the option of the requesting party, by one of the following:

(i) a copy of the licensing agreement, which copy may be required to be certified, at the option of the requesting party, by any representative admitted to practice before the Office or by a notary public or any other competent public authority as being in conformity with the original licensing agreement;

(ii) an extract of the licensing agreement showing at least the territory, duration or any quantitative extent of the licensing agreement, which extract may be required to be certified, at the option of the requesting party, by any representative admitted to practice before the Office or by a notary public or any other competent public authority, as being a true extract of the licensing agreement.

(e) Where one or more but not all of several co-applicants or co-owners are party to a licensing agreement, any Contracting Party may require that any co-applicant or co-owner who is not party to that licensing agreement give his express consent to the recordal of the said licensing agreement in a document signed by him.

(f) Any Contracting Party may require that the request indicate:

(i) the name and address of the licensor;

[Article 11(1)(e), continued]

- (ii) the name and address of the licensee;
- (iii) where the \_ licensor has a representative, the name and address of that representative;
- (iv) where the \_ licensor has an address for service, such address;
- (v) where the licensee has a representative, the name and address of that representative;
- (vi) where an address for service is required under Article 7(2)(b), such address.
- (g) Any Contracting Party may require that \_ a fee be paid \_ in respect of the request.
- (h) A single request shall be sufficient even where the licensing agreement concerns more than one application or patent, or to both applications and patents, provided that the \_ licensor and the licensee are the same for each application or patent, respectively, and that the numbers of all applications and patents concerned are indicated in the request.

(2) [*Language; Translation*] Any Contracting Party may require that the request referred to in paragraph (1)(a) be in any one language accepted by the Office and, if the document referred to in paragraph (1)(d) or (e) is not in any one language accepted by the Office, that the request be accompanied by a translation of that document in such language .

(3) [*Unknown Application Number*] Notwithstanding paragraph (1)(a) and (h), where the application number of any application concerned has not yet been issued or is not known to the licensor or his representative, the request shall identify that application as prescribed in the Regulations.

(4) [*Evidence*] Any Contracting Party may require that evidence be furnished to the Office where that Office may reasonably doubt the veracity of any indication contained in the request or in any document referred to in the present Article.

(5) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (4) be complied with in respect of the request referred to in this Article.

[Article 11, continued]

(6) [*Notification*] Where one or more of the requirements applicable under paragraphs (1) to (3) are not complied with or where evidence is required under paragraph (4), the Office shall, unless \_ indications allowing the requesting party to be contacted by the Office have not been furnished, \_ promptly notify \_ that party, giving \_ the said party an opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

(7) [*Non-Compliance with Requirements*] Where one or more of the requirements applicable under paragraphs (1) to (4) \_ are not complied with within the time limit prescribed in the Regulations, the Contracting Party may provide that the request shall be refused, provided that the requesting party has, unless \_ indications allowing that party to be contacted by the Office have not been furnished, been notified under paragraph (6).

(8) [*Request for Recordal of a Security Interest*] (a) Any Contracting Party which allows for the recordal of a security interest in an application or patent, for example, where the rights in an application or patent have been pledged as security for a loan, shall accept that a request for the recordal of such a security interest be made in a communication signed by the \_ person providing the security interest or his representative, or by the person who has acquired that security interest or his representative, and indicating the number of the application or patent concerned.



(b) As regards the requirements concerning the filing and presentation of the request, a copy or an extract of the agreement under which the person concerned acquired such security interest, indications required in the request, the payment of a fee, security interests relating to more than one application or patent, language of the request, unknown application number, prohibition of other requirements, evidence, notification and non-compliance with requirements, paragraphs (1) to (7) shall apply *mutatis mutandis*.

*Article 12*

*Request for Correction of a Mistake*

(1) [Request] (a) Where \_ an application, \_ a patent \_ or \_ any \_ request communicated to the Office in respect of an application or a patent, \_ contains a mistake which is reflected in the records of the Office and/or any of its publications and which is correctable under the applicable law, \_ the Contracting Party shall accept that a request for the correction of such mistake be made in a communication signed by the applicant or other person submitting, or entitled to prosecute, the application or the owner or his representative and indicating the number of the application or patent concerned, the mistake to be corrected and the correction to be entered.

(b) The provisions of Article 5(1)(b) shall apply, *mutatis mutandis*, in respect of requests for the correction of a mistake.

(c) As regards the requirements concerning the presentation of the request, any Contracting Party which has not excluded the filing of requests for the correction of a mistake with its Office in \_ paper form shall not refuse a request filed in \_ paper form, if it is presented on a form corresponding to the Form provided for in the Regulations.

(d) Any Contracting Party may require that the request indicate

(i) the name and address of the applicant or owner;

(ii) where the \_ requesting party has a representative, the name and address of that representative;

(iii) where the \_ requesting party has an address for service, such address.

(e) Any Contracting Party may require that the request be in \_ any one language \_ accepted by the Office.

(f) Any Contracting Party may require that \_ a fee be paid \_ in respect of the request.

(g) A single request shall be sufficient even where the correction relates to more than one application or patent, or to both applications and patents, of the same person, provided that the mistake and the requested correction are the same for each application or patent and that the numbers of all applications and patents concerned are indicated in the request.

(h) Any Contracting Party may require that the request be accompanied by a replacement sheet incorporating the correction or, where subparagraph (g) applies, by such a replacement sheet for each of the applications or patents concerned.

[Article 12(1), continued]

(i) Any Contracting Party may require that the request be subject to a declaration from the requesting party or his representative stating that the mistake was made in good faith.

(j) Any Contracting Party may require as a condition of acceptance of a request for the correction of a mistake that the said request was made without undue delay following the discovery of the mistake.

(2) [*Unknown Application Number*] Notwithstanding paragraph (1)(a) and (g), where the application number of any application concerned has not yet been issued or is not known to the applicant or his representative, the request shall identify that application as prescribed in the Regulations.

(3) [*Evidence*] Any Contracting Party may, where the Office may reasonably doubt that the alleged mistake is in fact a mistake, or may reasonably doubt the veracity of any matter contained in, or in any document filed in connection with, the request for the correction of a mistake, require that evidence in support of the request be furnished to the Office.

(4) [*Prohibition of Other Requirements*] No Contracting Party may demand that formal requirements other than those referred to in paragraphs (1) \_ to (3) be complied with in respect of the request referred to in this Article.

(5) [*Mistakes Made by the Office*] The Office of a Contracting Party shall correct its own mistakes, *ex officio* or upon request, for no fee.

(6) [*Notification of Requesting Party*] Where one or more of the requirements applicable under paragraphs (1) and (2) are not complied with or where evidence is required under paragraph (3), the Office shall, unless \_ indications allowing the requesting party to be contacted by the Office have not been furnished, promptly notify \_ that party giving \_ the said party an opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

(7) [*Non-Compliance with Requirements*] Where one or more of the requirements applicable under paragraphs (1) \_ to (3) are not complied with within the time limit prescribed in the Regulations, the Contracting Party may provide that the request shall be refused, provided that the requesting party has, unless \_ indications allowing that party to be contacted by the Office have not been furnished, been notified under paragraph (6).

[Article 12, continued]

(8) [Exclusion of Application of Article 12] Any Contracting Party may exclude the application of this Article in respect of corrections concerning the inventor where the applicant or owner is the inventor.

*Article 13*

*Extension of a Time Limit Fixed by the Office*

(1) [*Request*] (a) Where an applicant or other person submitting, or entitled to prosecute, the application or the owner \_ requests, in a communication to the Office, \_ an extension of a time limit \_ fixed by the Office for an action before the Office before that time limit has expired, such extension shall be granted for a period which shall not be shorter than the minimum period prescribed in the Regulations. However, no Contracting Party shall be required to grant an extension beyond any maximum time limit established by law for the fixing of the time limit by the Office.

(b) No Contracting State shall be required under subparagraph (a) to grant a second, or any subsequent, extension of a time limit in respect of which an extension has already been granted under that subparagraph.

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(2) [*Fees*] \_ Any Contracting Party may require that a fee be paid in respect of any request referred to in paragraph (1)(a) \_ .

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[Article 13, continued]

(3) [*Opportunity to Make Observations in Case of Intended Refusal*] – A request under paragraph (1)(a) – may not be refused, totally or in part, without – the requesting party being given at least one opportunity to make – observations on the intended refusal within a reasonable time limit.

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*Article 14**Further Processing; Restoration of Rights*

(1) [Further Processing of Application] (a) Where an application is to be, or has been, refused or considered withdrawn or abandoned following failure to comply with a time limit fixed by the Office for an action before the Office, the Office shall not proceed with, or shall retract, the refusal, withdrawal or abandonment of the said application, upon request for further processing of that application made, within the time limit prescribed in the Regulations, in a communication to the Office signed by the applicant or other person submitting, or entitled to prosecute, the application or his representative, provided that all of the requirements in respect of which the time limit fixed by the Office applied are complied with within the time limit prescribed in the Regulations and provided that no Contracting Party shall be required to grant further processing where any maximum time limit established by law for the fixing of the time limit by the Office has expired.

(b) The law of any Contracting Party may provide that further processing under subparagraph (a) shall be excluded in the case of non-compliance with any specific time limit fixed by the Office for an action before the Office.

(2) [Restoration of Rights] (a) Where the failure to comply with a time limit for an action before the Office has the direct consequence of causing an application or patent to be, refused, revoked, invalidated or considered withdrawn, abandoned, lapsed or terminated, the Office shall restore the rights of the applicant or other person submitting, or entitled to prosecute, the application or the owner, upon a request made, within the time limit prescribed in the Regulations, in a communication to the Office signed by the applicant

[Article 14(2)(a), continued]

or other person submitting, or entitled to prosecute, the application or the owner, or his representative \_ , provided that the Office finds that the failure to comply with the time limit occurred in spite of all due care required by the circumstances having been taken or, at the option of the Contracting Party, was unintentional and finds that all the requirements in respect of which the former time limit applied \_ are complied with within the time limit prescribed in the Regulations. The request for restoration shall state the grounds on which it is based, and the Office may require that a declaration or other evidence in support of those grounds be furnished to the Office within a time limit fixed by the Office \_ .

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(b) No Contracting Party shall be required to provide for the restoration of rights under subparagraph (a) following the failure to comply with a time limit for

(i) an action before a board of appeal or other review body constituted in the framework of the Office;

(ii) the payment of maintenance fees \_ beyond the period of grace \_ prescribed under Article 5*bis*(1) of the Paris Convention;

(iii) making a request under subparagraph (a), paragraph (1)(a) or Article 13(1);

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(iv)    filing a request for search or examination;   

(v)    filing a translation of a regional patent.

(3) [*Fees*] Any Contracting Party may require that    a fee be paid in respect of any request referred to in paragraph (1)(a) or (2)(a)    .

(4) [*Opportunity to Make Observations in Case of Intended Refusal*]    A request under paragraph (1)(a) or (2)(a) may not be refused, totally or in part, without    the requesting party being given at least one opportunity to make an observation on the intended refusal within a reasonable time limit.

(5) [*Intervening Rights*] (a) Where an application or patent had been refused, revoked, invalidated or considered withdrawn,    abandoned    , lapsed or terminated    and further processing is allowed under paragraph (1)(a) or a restoration of rights is made under paragraph (2)(a), the application or patent shall not be invoked against any person who, in good faith, during the period between the expiration of the time limit for the action before the Office and the date on which    further processing was allowed or the restoration of rights was made, has used or made effective and serious preparations for using the invention.

[Article 14(5), continued]

(b) Any Contracting Party may require that a person claiming a right based on subparagraph (a) pay to the applicant or owner a reasonable compensation for any use of the invention subsequent to the date on which further processing was allowed or on which the restoration of rights was made.

*Article 15**[Former Article 13, document PLT/CE/III/2]**Addition and Restoration of Priority Claim*

(1) [*Addition of Priority Claim*] [(a)] Where an application could have claimed the priority of an earlier application but, when filed, did not contain such priority claim, the applicant or other person submitting, or entitled to prosecute, the application shall have the right to submit, within the time limit prescribed in the Regulations, a priority claim after the filing of that application.

[(b) Any Contracting Party may require that the submission of priority claim under subparagraph (a) be subject to a declaration by the applicant or other person submitting, or entitled to prosecute, the application stating that any delay in submitting the priority claim was unintentional.]

(2) [*Delayed Filing of the Subsequent Application*] (a) Where an application (“the subsequent application”) which claims or could have claimed the priority of an earlier application has a filing date which is later than, but within two months from, the date on which the priority period expired, the Office shall restore the right of priority, upon request made  , before the expiration of the said two-month period and before any technical preparations for publication of the subsequent application have been completed, in a communication to the Office signed by the applicant or other person submitting, or entitled to prosecute, the application or his representative if   the Office finds that, in spite of all due care required by the circumstances, the subsequent application was not received by the Office within the priority period. The request for restoration shall state the grounds on which it is

[Article 15(2), continued]

based, and the Office may require that a declaration or other evidence in support of those grounds be furnished to the Office within a time limit fixed by the Office.

(b) No Contracting Party shall allow for the extension of the period of two months referred to in subparagraph (a).

(3) [Failure to Furnish a Copy of Earlier Application] Where a copy of an earlier application required under Article 5(5)(a) is not furnished to the Office within the time limit referred to in that Article, the Office shall restore the right of priority, upon request made, within a reasonable time limit, in a communication to the Office signed by the applicant or other person submitting, or entitled to prosecute, the application or his representative, provided that the Office finds that a request for that copy to be provided had been made, to the Office with which the earlier application was filed, within the time limit prescribed in the Regulations. The request for restoration shall state the grounds on which it is based, and the Office may require that a declaration or other evidence in support of those grounds be furnished to the Office within a time limit fixed by the Office.

(4) [Opportunity to Make Observations] A request under \_ paragraphs (1) to (3) may not be refused, totally or in part, without \_ the requesting party being given at least one opportunity to make an observation on the intended refusal within a reasonable time limit.

[Article 15, continued]

(5) [*Fees*] Any Contracting Party may require that \_ a fee be paid in respect of any request referred to in paragraphs (1) \_ to (3) \_ .

*Article 16*

*[Former Article 11, document PLT/CE/II/2]*

*Regulations*

- (1) [*Content*] (a) The Regulations annexed to this Treaty provide rules concerning
    - (i) matters which this Treaty expressly provides to be “prescribed in the Regulations”;
    - (ii) any details useful in the implementation of the provisions of this Treaty;
    - (iii) any administrative requirements, matters or procedures.
  - (b) The Regulations also contain Model International Forms.
- (2) [*Conflict Between the Treaty and the Regulations*] In the case of conflict between the provisions of this Treaty and those of the Regulations, the former shall prevail.



DRAFT REGULATIONS

*Rule 1*

*Abbreviated Expressions*

(1) [*“Treaty”; “Article”*] (a) In these Regulations, the word “Treaty” means the Patent Law Treaty.

(b) In these Regulations, the word “Article” refers to the specified Article of the Treaty.

(2) [*Abbreviated Expressions Defined in the Treaty*] The abbreviated expressions defined in Article 1 for the purposes of the Treaty shall have the same meaning for the purposes of the Regulations.

*Rule 2*

*[Former Rule 3, document PLT/CE/IV/2]*

*Details Concerning Filing Date Under Article 4*

(1) [*Time Limits Under Article 4(3)(a) and (b)*] Each of the time limits referred to in Article 4(3)(a) and (b) shall be not less than one month from the date of the notification referred to in Article 4(2), or, where no such notification has been made, shall be not less than two months from the date on which one or more elements referred to in Article 4(1) were first received by the Office.

(2) [*Indications Under Article 4(4)*] The reference to the earlier application under Article 4(4) shall indicate

- (i) the Office with which the earlier application was filed;
- (ii) the filing date, the number, title and the language of the earlier application.

(3) [*Time Limits Under Article 4(4)(a)*] (a) The time limit referred to in Article 4(4)(a)(i) shall be not less than two months from the date on which the application containing the reference referred to in Article 4(4) was received by the Office.

(b) The time limit referred to in Article 4(4)(a)(ii) shall be not less than four months from the date of the receipt of the application.

*Rule 3*

*[Former Rule 4, document PLT/CE/IV/2]*

*Filing of Applications Under Article 5(1)(b)*

(1) [*Applications \_ in Paper Form*] Any Contracting Party shall permit the filing of applications in \_ paper form.

(2) [*\_ Applications in Electronic Form*] (a) Where a Contracting Party permits the filing of applications in electronic \_ form with its Office \_ in a particular language and there are requirements applicable under the Patent Cooperation Treaty in relation to international applications filed electronically in that language, the Office shall permit the filing of applications in electronic \_ form in the said language \_ complying with those requirements.

(b) Any Contracting Party which permits the filing of applications in electronic \_ form with its Office \_ shall notify the International Bureau of the requirements under its national law relating to such filing.

(c) Any notification received by the International Bureau under subparagraph (b) shall be published by the International Bureau.

[Rule 3, continued]

(3) [Filing of Applications by Other Means] Where a Contracting Party permits the filing of applications by telegraph, teleprinter, facsimile machine or other like means of communication resulting in the filing of a printed or written document and there are requirements applicable under the Patent Cooperation Treaty in relation to international applications filed by such means, the Office shall permit the filing of applications by such means complying with those requirements.

(4) [Copies in Electronic Form of Applications Filed in Paper Form] Where a Contracting Party permits the filing of a copy in electronic form of an application filed in paper form and there are requirements applicable under the Patent Cooperation Treaty in relation to the filing of such copies of international applications, the Office shall permit the filing of copies in electronic form, complying with those requirements, of applications filed in paper form.

(5) [Other Documents and Correspondence] Where a Contracting Party permits the communication of documents and correspondence in electronic form and there are requirements applicable under the Patent Cooperation Treaty in relation to the communication in electronic form of documents and correspondence relating to international applications, the Office shall permit the communication of documents and correspondence in electronic form complying with those requirements.

[Rule 4

[New]

Evidence Under Articles 5(6), 7(6), 8(4)(a), 9(4), 10(4), 11(4) and 12(3)

Where evidence is required to be furnished to the Office under Article 5(6), 7(6), 8(4)(a), 9(4), 10(4), 11(4) or 12(3), the Office shall inform the person who is required to furnish that evidence of its reason for doubting the veracity of the matter, indication or signature or other means of self-identification, as the case may be.]

*Rule 5*

*Time Limits Concerning the Application Under Article 5*

(1) [*Time Limits Under Article 5(5)*] (a) The time limit referred to in Article 5(5)(a) shall be not less than 16 months from the filing date of the earlier application referred to in that Article or, where there is more than one such earlier application, from the filing date or the earliest filing date of those earlier applications.

(b) The time limit referred to in Article 5(5)(b) shall be not less than two months from the date of the invitation referred to in that Article and not less than the time limit, if any, applicable under subparagraph (a).

(2) [*Time Limit Under Article 5(7)*] (a) Subject to subparagraphs (b) to (d) , the time limit referred to in Article 5(7) shall be not less than two months from the date of the notification referred to in that Article.

(b) Where a Contracting Party requires the furnishing of a translation of the application or an element of the application in any one language accepted by the Office, the time limit referred to in Article 5(7) for furnishing that translation shall be not less than two months from the date on which the document which is required to be translated has been received by the Office.

[Rule 5(2), continued]

\_ (c) Where Article 4(4) applies, the time limit referred to in Article 5(7) for furnishing a description and any drawings in any one language accepted by the Office shall be not less than two months from the date on which the element containing the reference referred to in that Article was received by the Office. \_

(d) The time limit referred to in Article 5(7) for the correction of a priority claim shall be not less than the time limit applicable under the Patent Cooperation Treaty to an international application for the correction of a priority claim.

(3) [*Time Limit Under Article 5(8)*] (a) The time limit referred to in Article 5(8)(a) shall be,

(i) where a notification has been made under Article 5(7), the time limit applicable under paragraph (2)(a) to (c);

(ii) where a notification under Article 5(7) has not been made, not less than three months from the earliest date on which one or more of the elements referred to in Article 4(1) were received by the Office.

(b) The time limit referred to in Article 5(8)(b) shall be the time limit applicable under paragraph (2)(d).

*Rule 6*

*Receipt of Communications*

Each Contracting Party shall be free to determine the circumstances in which the receipt of a communication by a branch or sub-office of an Office, by a national Office on behalf of an intergovernmental organization having the power to grant regional patents, by an entity, other than a branch or suboffice of an Office, specified by the Contracting Party, by a postal service, or by another delivery service specified by the Contracting Party, shall be deemed to constitute receipt of the communication by the Office concerned.



*[Rule 7*

*Details Concerning Names and Addresses*

(1) *[Names]* (a) Where the name of a person is to be indicated, any Contracting Party may require,

(i) where the person is a natural person, that the name to be indicated be the family or principal name followed by the given or secondary name or names of that person or that the name to be indicated be, at that person's option, the name or names customarily used by the said person;

(ii) where the person is a legal entity, that the name to be indicated be the full official designation of the legal entity.

(b) Where the name of a representative which is a firm or partnership is to be indicated, any Contracting Party shall accept as indication of the name the indication that the firm or partnership customarily uses.

(2) *[Addresses]* (a) Where one or more interested persons are represented, for the purposes of any procedure before the Office, by two or more representatives with different addresses, the Contracting Party may require that a single address be indicated as the address for correspondence.

[Rule 7(2), continued]

(b) Where a communication to the Office \_ is in the name of two or more persons with different addresses who are not represented by a representative and have not provided an address for service, \_ the Contracting Party may require that such communication indicate a single address as the address for correspondence.

(c) Where the address of a person is to be indicated, any Contracting Party may require that the address be indicated in such a way as to satisfy the customary requirements for prompt postal delivery at the indicated address and, in any case, consist of all the relevant administrative units up to, and including, the house or building number, if any.

(d) The indication of an address may contain a telephone number and a telefacsimile number or an electronic mail address and, for the purposes of correspondence, an address different from the address indicated under subparagraph (c).

(e) Where, in the case of subparagraph (a), a single address required by the Contracting Party is not indicated, the Office shall decide which of the different addresses referred to in that subparagraph shall be the address to which any communication destined to the represented person or persons shall be sent.

(f) Where, in the case of subparagraph (b), a single address required by the Contracting Party is not indicated, the Office shall decide which of the different addresses referred to in that subparagraph shall be the address to which any communication destined to the persons referred to in that subparagraph shall be sent.

(g) Subparagraphs (c) and (d) shall apply, *mutatis mutandis*, to addresses for service.

(3) [*Script to Be Used*] Any Contracting Party may require that any indication referred to in paragraphs (1) and (2) be

(i) in the script used by the Office, or

(ii) in the script of that indication where that script is different from the script used by the Office.]

*Rule 8*

*Details Concerning Representation and Address for Service Under Article 7*

(1) [*Power of Attorney in Paper Form*] Any Contracting Party shall permit the filing of powers of attorney in paper form.

(2) [*Power of Attorney in Electronic Form*] (a) Where a Contracting Party permits the filing of powers of attorney in electronic form with its Office in a particular language and there are requirements applicable under the Patent Cooperation Treaty in relation to powers of attorney filed electronically in that language, that Office shall permit the filing of powers of attorney in electronic form in the said language complying with those requirements.

(b) Any Contracting Party which permits the filing of powers of attorneys in electronic form with its Office shall notify the International Bureau of the requirements under its national law relating to such filing.

(c) Any notification received by the International Bureau under subparagraph (b) shall be published by the International Bureau.

(3) [*Time Limit Under Article 7(8)*] (a) Subject to subparagraph (b), the time limit referred to in Article 7(8) shall be not less than two months from the date of the notification referred to in that Article.

(b) Where a Contracting Party requires the furnishing of a translation of the power of attorney in any one language accepted by the Office, the time limit referred to in Article 7(8) for furnishing that translation shall be not less than two months from the date on which the power of attorney which is required to be translated has been received by the Office.

(4) [*Time Limit Under Article 7(9)*] The time limit referred to in Article 7(9) shall be,

(i) where a notification has been made under Article 7(8), the time limit applicable under paragraph (3);

(ii) where a notification under Article 7(8) has not been made, not less than three months from the date on which the procedure referred to in Article 7(9) was commenced.

*Rule 9**Details Concerning the Signature Under Article 8*

(1) [*Legal Entities*] Where a communication is signed on behalf of a legal entity, any Contracting Party may require that the signature, or the seal, of the natural person who signs or whose seal is used be accompanied by an indication in letters of the family or principal name and the given or secondary name or names of that person or, at the option of that person, of the name or names customarily used by the said person. Where such requirement is not complied with, Article 8(5) and (6) shall apply.

(2) [*Date*] Any Contracting Party may require that a signature, bar-coded label or seal be accompanied by an indication of the date on which the signing or sealing was effected. Where that indication is required but is not supplied, the date on which the signing or sealing is deemed to have been effected shall be the date on which the communication bearing the signature or seal was received by the Office or, if the Contracting Party so allows, a date earlier than the latter date.

(3) [*Communication by Telefacsimile*] (a) Where a Contracting Party allows the transmittal of communications to the Office by telefacsimile, it shall consider the communication signed if, on the printout produced by the telefacsimile, the reproduction of the signature, or the reproduction of the seal together with, where required under Article 8(1)(iv), the indication in letters of the name of the natural person or legal entity whose seal is used, appears.

(b) The Contracting Party referred to in subparagraph (a) may require that the paper whose reproduction was transmitted by telefacsimile be filed with the Office within a time limit which is not less than one month from the date of the receipt of the transmittal by facsimile.

(4) [*Communication in Electronic \_ Form*] (a) Where a Contracting Party permits the communications in electronic \_ form with its Office \_ in a particular language and there are requirements applicable under the Patent Cooperation Treaty in relation to electronic signatures in that language, that Office shall permit the communications in electronic \_ form in the said language \_ signed in compliance with those requirements.

(b) Any Contracting Party which permits the communications in electronic \_ form with its Office \_ shall notify the International Bureau of the requirements under its national law relating to such filing.

(c) Any notification received by the International Bureau under subparagraph (b) shall be published by the International Bureau.

(5) [*Time Limit Under Article 8(5)*] The time limit referred to in Article 8(5) shall be not less than two months from the date of the notification referred to in that Article.

[Rule 9, continued]

(6) [*Time Limit Under Article 8(6)*] The time limit referred to in Article 8(6) shall be,

(i) where a notification has been made under Article 8(5), the time limit applicable under paragraph (5);

(ii) where a notification under Article 8(5) has not been made, not less than three months from the date on which the communication referred to in Article 8(1) or, where applicable, Article 8(2) was received by the Office.



*Rule 10*

*Details Concerning Request for Recordal of  
Change in Name or Address Under Article 9*

(1) [*Request \_ in Paper Form*] Any Contracting Party shall permit the filing of requests for the recordal of a change in name or address in \_ paper form.

(2) [*Request in Electronic \_ Form*] (a) Where a Contracting Party permits the filing of requests for the recordal of a change in name or address in electronic \_ form with its Office \_ in a particular language and there are requirements applicable under the Patent Cooperation Treaty in relation to such requests filed electronically in that language, that Office shall permit the filing of such requests in electronic \_ form in the said language \_\_ complying with those requirements.

(b) Any Contracting Party which permits the filing of requests for the recordal of a change in name or address in electronic \_ form with its Office \_ shall notify the International Bureau of the requirements under its national law relating to such filing.

(c) Any notification received by the International Bureau under subparagraph (b) shall be published by the International Bureau.

[Rule 10, continued]

(3) [*Time Limit Under Article 9(6)*] The time limit referred to in Article 9(6) shall be not less than two months from the date of the notification referred to in that Article.

(4) [*Time Limit Under Article 9(7)*] The time limit referred to in Article 9(7) shall be,

(i) where a notification has been made under Article 9(6), the time limit applicable under paragraph (3);

(ii) where a notification under Article 9(6) has not been made, not less than three months from the date on which the request referred to in Article 9(1) was received by the Office.

*Rule 11*

*Details Concerning Request for Recordal of  
Change in Ownership Under Article 10*

(1) [*Request \_ in Paper Form*] Any Contracting Party shall permit the filing of requests for the recordal of a change in ownership \_ in \_ paper form.

(2) [*Request in Electronic Filing Form*] (a) Where a Contracting Party permits the filing of requests for the recordal of a change in ownership in electronic \_ form with its Office \_ in a particular language and there are requirements applicable under the Patent Cooperation Treaty in relation to such requests filed electronically in that language, that Office shall permit the filing of such requests in electronic \_ form in the said language of such requests complying with those requirements.

(b) Any Contracting Party which permits the filing of requests for the recordal of a change in ownership in electronic \_ form with its Office \_ shall notify the International Bureau of the requirements under its national law relating to such filing.

(c) Any notification received by the International Bureau under subparagraph (b) shall be published by the International Bureau.

(3) [*Time Limit Under Article 10(6)*] The time limit referred to in Article 10(6) shall be not less than two months from the date of the notification referred to in that Article.

[Rule 11, continued]

(4) [*Time Limit Under Article 10(7)*] The time limit referred to in Article 10(7) shall be,

(i) where a notification has been made under Article 10(6), the time limit applicable under paragraph (3);

(ii) where a notification under Article 10(6) has not been made, not less than three months from the date on which the request referred to in Article 10(1) \_ .

*Rule 12*

*Details Concerning Request for Recordal of a  
Licensing Agreement or Security Interest Under Article 11*

(1) [*Request \_ in Paper Form*] Any Contracting Party shall permit the filing of requests for the recordal of a licensing agreement or security interest in \_ paper form.

(2) [*Request in Electronic \_ Form*] (a) Where a Contracting Party permits the filing of requests for the recordal of a licensing agreement or security interest in electronic \_ form with its Office \_ in a particular language and there are requirements applicable under the Patent Cooperation Treaty in relation to requests filed electronically in that language for the recordal of changes in certain indications, that Office shall permit the filing of such requests in electronic \_ form for the recordal of a licensing agreement or security interest complying with those requirements.

(b) Any Contracting Party which permits the filing of requests for the recordal of a licensing agreement or security interest in electronic \_ form with its Office \_ shall notify the International Bureau of the requirements under its national law relating to such filing.

(c) Any notification received by the International Bureau under subparagraph (b) shall be published by the International Bureau.

(3) [*Time Limit Under Article 11(6)*] The time limit referred to in Article 11(6) shall be not less than two months from the date of the notification referred to in that Article.

[Rule 12, continued]

(4) [*Time Limit Under Article 11(7)*] The time limit referred to in Article 11(7) shall be,

(i) where a notification has been made under Article 11(6), the time limit applicable under paragraph (3);

(ii) where a notification under Article 11(6) has not been made, not less than three months from the date on which the request referred to in Article 11(1) or, where applicable, Article 11(8) was received by the Office.

*Rule 13*

*Details Concerning Request for Correction of Mistake Under Article 12*

(1) [*Request \_ in Paper Form*] Any Contracting Party shall permit the filing of requests for the correction of a mistake in \_ paper form.

(2) [*Request in Electronic \_ Form*] (a) Where a Contracting Party permits the filing of requests for the correction of a mistake in electronic \_ form with its Office \_ in a particular language and there are requirements applicable under the Patent Cooperation Treaty in relation to requests filed electronically in that language for correction or rectification, that Office shall permit the filing of such requests in electronic \_ form in the said language \_ for the correction of a mistake complying with those requirements.

(b) Any Contracting Party which permits the filing of requests for the correction of a mistake in electronic \_ form with its Office \_ shall notify the International Bureau of the requirements under its national law relating to such filing.

(c) Any notification received by the International Bureau under subparagraph (b) shall be published by the International Bureau.

(3) [*Time Limit Under Article 12(6)*] The time limit referred to in Article 12(6) shall be not less than two months from the date of the notification referred to in that Article.

[Rule 13, continued]

(4) [*Time Limit Under Article 12(7)*] The time limit referred to in Article 12(7) shall be,

(i) where a notification has been made under Article 12(6), the time limit applicable under paragraph (3);

(ii) where a notification under Article 12(6) has not been made, not less than three months from the date on which the request referred to in Article 12(1) was received by the Office.



*Rule 14*

*Details Concerning Extension Under Article 13(1)(a) of a Time Limit  
Fixed by the Office*

\_ The minimum period referred to in Article 13(1)(a) shall be two months from the date of the expiration of the relevant time limit.

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*Rule 15*

*Details Concerning Further Processing and Restoration of Rights Under Article 14*

(1) [Time Limit Under Article 14(1)] The time limit for making the request, and for complying with the requirements, referred to in Article 14(1) shall be not less than two months from the date of the expiration of the time limit for the action before the Office.

(2) [Time Limit Under Article 14(2)(a)] The time limit for making a request, and for complying with the requirements, referred to in Article 14(2)(a) shall be the shorter of the following:

(i) not less than two months from the date of the removal of the cause of the failure to comply with the time limit concerned in spite of all due care required by the circumstances having been taken, or, where the Contracting Party provides for restoration of rights where the failure to comply with the time limit was unintentional, from the date on which the requesting party noticed, or with due diligence should have noticed, that the \_ application or patent had been refused, revoked, invalidated, or considered withdrawn \_ , abandoned, lapsed or terminated \_ ,

(ii) not less than six months from the date of expiration of the time limit for the action in question.

*Rule 16*

*Details Concerning Addition and  
Restoration of Priority Claim Under Article 15*

(1) [Time Limit Under Article 15(1)] The time limit referred to in Article 15(1) shall be not less than the time limit applicable under the Patent Cooperation Treaty to an international application for the submission of a priority claim after the filing of an international application.

(2) [Time Limit Under Article 15(3)] The time limit referred to in Article 15(3) shall be two months before the expiration of the time limit prescribed in Rule 5(1).

*Rule 17*

*Manner of Identification of an Application  
Without Its Application Number*

(1) [*Manner of Identification*] Where it is required that an application be identified by its application number but where such a number has not yet been issued or is not known to the person concerned or his representative, that application shall be considered identified if the following is supplied:

(i) the provisional application number, if any, given by the Office, or a copy of the request part of the application along with the date on which the application was sent to the Office, or

(ii) a reference number given to the application by the applicant or other person submitting the application or his representative and indicated in the application, along with the name and address of the applicant or other person submitting the application, the title of the invention and the date on which the application was sent to the Office.

(2) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraph (1) be complied with in order for an application to be identified where its application number has not yet been issued or is not known to the person concerned or his representative.

[End of document]