

WIPO



PCT/A/I/3.

ORIGINAL: English

DATE: March 17, 1978

WORLD INTELLECTUAL PROPERTY ORGANIZATION

GENEVA

INTERNATIONAL PATENT COOPERATION UNION

(PCT UNION)

ASSEMBLY

First Session (1st Extraordinary)

Geneva, April 10 to 14, 1978

APPOINTMENT OF INTERNATIONAL SEARCHING AUTHORITIES AND INTERNATIONAL PRELIMINARY EXAMINING AUTHORITIES AND APPROVAL OF AGREEMENTS BETWEEN THOSE AUTHORITIES AND THE INTERNATIONAL BUREAU

Note prepared by the International Bureau

Background

1. According to Articles 16(3) and 32(3), the International Searching Authorities and the International Preliminary Examining Authorities shall be appointed by the Assembly of the International Patent Cooperation Union (hereinafter referred to as "the Assembly"). Any national Office and any intergovernmental Organization satisfying the minimum requirements, particularly as to manpower and documentation, prescribed by the Regulations (see Rules 36.1 and 63.1) may be appointed as International Searching Authority and/or International Preliminary Examining Authority. Appointment shall be conditional on the consent of the national Office or intergovernmental Organization to be appointed and the conclusion of an agreement, subject to approval by the Assembly, between such Office or Organization and the International Bureau. The appointment shall be for a fixed period of time and may be extended for further periods.

2. As stated in paragraph 6 of document PCT/A/I/2, it is expected that the following Offices will be candidates for appointment at the first session of the Assembly:

(i) as International Searching and International Preliminary Examining Authorities:

- (a) the Japanese Patent Office (as from the date on which Japan will become bound by the PCT),
- (b) the State Committee for Inventions and Discoveries of the USSR Council of Ministers (Soviet Union),
- (c) the Royal Patent and Registration Office of Sweden (as from May 17, 1978, the date on which Sweden will become bound by the PCT),
- (d) the European Patent Office;

(ii) as an International Searching Authority:

- (e) the United States Patent and Trademark Office;

(iii) as an International Preliminary Examining Authority:

(f) the Patent Office of the United Kingdom.

Approval of Agreements

3. The negotiations with Offices referred to in paragraph 2 are either completed or far advanced. So far the texts of the two draft Agreements referred to below have become available and are annexed to this document. The texts of the remaining draft Agreements will be submitted to the Assembly soon and at the latest at the beginning of its first session. They will be included in one or more further documents.

Draft Agreements with the Royal Patent and Registration Office of Sweden and the United States Patent and Trademark Office

4. Annex I to this document contains the draft of the Agreement between the Royal Patent and Registration Office of Sweden and the International Bureau of the World Intellectual Property Organization in relation to the establishment and functioning of the Royal Patent and Registration Office of Sweden as an International Searching and International Preliminary Examining Authority under the Patent Cooperation Treaty. The said draft Agreement has been initialled by both parties on March 2 and March 8, 1978, respectively. The draft Agreement is submitted to the Assembly for approval.

5. Annex II to this document contains the draft of the Agreement between the United States Patent and Trademark Office and the International Bureau of the World Intellectual Property Organization Concerning the Functions of the United States Patent and Trademark Office in the Capacity of an International Searching Authority Appointed under the Patent Cooperation Treaty. The said draft Agreement has been initialled by both parties on March 3 and March 8, 1978, respectively. The draft Agreement is submitted to the Assembly for approval.

6. With respect to the draft Agreement with the United States Patent and Trademark Office, attention is drawn to Article 12(2) and (3), placed within square brackets. The text placed within square brackets contains proposals by the United States Patent and Trademark Office concerning the transmittal, free of charge, to that Office of PCT publications and the waiver of the copyright of the International Bureau in such publications in the United States of America. The International Bureau could not agree with those proposals. Since the question of copyright in PCT publications is dealt with under item 13 of the agenda of the first session of the Assembly (document PCT/A/I/1.Rev.), it was agreed among the parties to defer further consideration of the question raised in Article 12(2) and (3) until after a decision has been reached by the Assembly with respect to the question of copyright in PCT publications. An agreed text of Article 12 will be submitted as soon as possible during the first session and in any event before the question of approval of the said draft Agreement is considered by the Assembly.

Procedure

7. The procedure envisaged for the approval of the draft Agreements, the signature of the Agreements and the appointment of the Authorities is that the Assembly would first approve all draft Agreements submitted to it, that immediately thereafter and if possible during the same day the Agreements would be signed by both parties and that the Assembly would thereupon make the appointments of the Authorities under Articles 16(3) and 32(3).

8. The draft Agreements contained in Annexes I and II reflect the consent of the Royal Patent and Registration Office of Sweden to be appointed as International Searching Authority and International Preliminary Examining Authority and the consent of the United States Patent and Trademark Office to be appointed as International Searching Authority which is one of the conditions of appointment under Articles 16(3)(b) and 32(3).

9. The Assembly is invited

(i) to approve the draft Agreements contained in Annexes I and II;

(ii) to appoint, after signature of the Agreement contained in Annex I, the Royal Patent and Registration Office of Sweden as an International Searching Authority and International Preliminary Examining Authority for a period of ten years from the date of entry into force of the Agreement;

(iii) to appoint, after signature of the Agreement contained in Annex II, the United States Patent and Trademark Office as an International Searching Authority for a period of ten years from the date of entry into force of the Agreement.

[Annexes I and II follow]

9. The Assembly is invited

to consider the draft resolution
contained in annex I and II.

10. In addition, after the above-mentioned
document contained in annex I, the draft
resolution and resolution adopted by the
International Security Council, and under
the same conditions, the draft resolution
and resolution adopted by the Security
Council of the United Nations.

11. In addition, after the above-mentioned
document contained in annex II, the draft
resolution and resolution adopted by the
International Security Council, and under
the same conditions, the draft resolution
and resolution adopted by the Security
Council of the United Nations.

12. In addition, after the above-mentioned
document contained in annex III, the draft
resolution and resolution adopted by the
International Security Council, and under
the same conditions, the draft resolution
and resolution adopted by the Security
Council of the United Nations.

PCT/A/I/3

ANNEX I

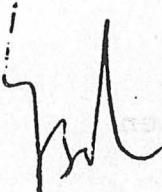
Agreement between the
Royal Patent and Registration Office of Sweden
and the International Bureau of the
World Intellectual Property Organization
in relation to the establishment and functioning
of the Royal Patent and Registration Office of Sweden
as an International Searching and International
Preliminary Examining Authority under the
Patent Cooperation Treaty

Agreement between the Royal Patent
and Registration Office of Sweden
and the International Bureau of
the World Intellectual Property
Organization in relation to the
establishment and functioning of
the Royal Patent and Registration
Office of Sweden as an Interna-
tional Searching and International
Preliminary Examining Authority
under the Patent Cooperation Treaty

Preamble

WHEREAS the States party to the Patent Cooperation Treaty, done at Washington on June 19, 1970, constitute a Union for cooperation in the filing, searching, and examination of applications for the protection of inventions, and for rendering special technical services, the said Union being known as the International Patent Cooperation Union;

AND WHEREAS Articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty provide, inter alia, that the appointment of a national Office as an International Searching and International Preliminary Examining Authority by the Assembly of the International Patent Cooperation Union shall be subject to the conclusion of an Agreement between the national Office and the International Bureau;


- 2 MARS 1973

He 8-3-78

Ad
- 2 MARS 1978

AND WHEREAS it is recognized that the participation of the Royal Patent and Registration Office of Sweden as an International Searching and International Preliminary Examining Authority in matters affecting international search and international preliminary examination will contribute to the successful implementation of the Patent Cooperation Treaty;

IT IS HEREBY AGREED between the Royal Patent and Registration Office of Sweden, hereinafter called "the Authority," and the International Bureau of the World Intellectual Property Organization, hereinafter called the "International Bureau," as follows:

Article 1

Terminology Used in the Agreement

(1) For the purpose of this Agreement, "Treaty" means the Patent Cooperation Treaty done at Washington on June 19, 1970; "Regulations" means the Regulations under the Treaty; "Administrative Instructions" means the Administrative Instructions under the Treaty; "Article," except where otherwise specified, means an Article of the Treaty; "Rule" means a Rule of the Regulations; "Assembly" means the Assembly as defined in Article 2(xvii) of the Treaty; "International Bureau" means the International Bureau as defined in Article 2(xix) of the Treaty; "Contracting State" refers to a Contracting State to the Treaty.

Ph. 2-3-78

Am

(2) All other terms and expressions used in this Agreement which are also used in the Treaty are to be understood in the same sense as that in which they are used in the Treaty.

Article 2

Basic Obligation

(1) The Authority shall, except in respect of subject matter which, pursuant to Article 6 of this Agreement, the Authority is not required to search or to examine, carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching and International Preliminary Examining Authority as are provided under, the Treaty, the Regulations, the Administrative Instructions and this Agreement. In carrying out international search and international preliminary examination, the Authority shall be guided by the Guidelines for International Search and for International Preliminary Examination to be carried out under the Patent Cooperation Treaty. The Authority undertakes to apply and observe all the common rules of international search and of international preliminary examination.

(2) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, each render, to the extent possible, assistance to the other in relation to the performance, by the other, of its functions thereunder.

Ph 8-3-78

Article 3

Competence of Authority

(1) Subject to Article 6 of this Agreement, the Authority undertakes to act as an International Searching Authority for all international applications filed with the receiving Offices of, or acting for, the following States to the extent that they are Contracting States:

(i) Denmark, Finland, Iceland, Norway and Sweden,

(ii) any State regarded as a developing country in conformity with the established practice of the General Assembly of the United Nations,

provided that the receiving Office of the State concerned specifies the Authority for that purpose and that such applications are in one of the languages specified in Annex A of this Agreement.

(2) The Authority undertakes to act as an International Preliminary Examining Authority for all international applications filed with the receiving Offices of, or acting for, the Contracting States referred to in paragraph (1) provided that the receiving Office of the State concerned specifies the Authority for that purpose. In respect of international applications filed in the languages specified in Annex A of this Agreement, the Authority shall carry out examination without requiring translations of such applications.

AB

Article 4

Provision of Personnel

(1) The Authority shall make available for the purposes of carrying out international search and international preliminary examination, respectively, all members of its staff having duties within the Authority relevant to such search or such examination and having sufficient technical qualifications to carry out such search or such examination. The numbers of such staff shall be maintained at levels meeting the minimum requirements as set out in Rules 36.1(i) and 63.1(i).

(2) The Authority shall maintain a staff which is capable of searching and examining in all technical fields and which has language facilities to understand at least those languages in which the minimum documentation referred to in Rule 34 is written or is translated and the other languages referred to in Annex A of this Agreement.

Article 5

Documentation Facilities

The Authority shall maintain and use for search and for examination purposes all documentation facilities at its disposal and shall maintain and use for the said purposes at least

(i) the minimum documentation referred to in the Regulations (Rules 34 and 63),

(ii) the patent documents of Denmark, Finland, Iceland, Norway and Sweden,

properly arranged for search or for examination purposes.

198-3-78

Article 6

Subject Matter Not Required
to be Searched or Examined

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

Article 7

Fees and Charges

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

(2) The Authority shall, to the extent and under the conditions set out in Annex C of this Agreement, refund the whole or part of the search fee paid where a search report can be wholly or partially based on the results of an earlier international or international-type search made by the Authority (Rules 16.3 and 41.1).

Plc 8-3-78

Am

- 2 MARS 1978

Article 8

Competence for Protests in Case
of Additional Fees

The Authority shall provide, in accordance with Rules 40.2(c) and (d) and 68.3(c) and (d), a special instance to examine protests in respect of additional fees where the international application is found not to comply with the requirement of unity of invention. The said special instance shall be the Director General of the Royal Patent and Registration Office of Sweden or any officer exercising his powers under Swedish law.

Article 9

Time Limit for Preparation of International
Search Reports or Declarations and Interna-
tional Preliminary Examination Reports

The Authority shall, within the time limits specified in the first two sentences of Rule 42.1, establish international search reports, or declarations under Article 17(2) (a) and, within the maximum periods specified in Rule 69.1(a) (i) and (ii), establish international preliminary examination reports.

Article 10

Classification

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

Pa 8-3-78

Article 11

Languages of Correspondence Used
by the Authority

- 2 1973 1973

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use one of the languages specified in Annex D of this Agreement and may use instead any other language specified in Annex A of this Agreement where that language is the language of the international application.

Article 12

International-Type Search

(1) The Authority shall make an international-type search on any national application filed in any Contracting State which has specified the Authority as mentioned in Article 3(1) of this Agreement:

(i) as far as such is permitted by the law of, and is requested by the national Office of, such State,

(ii) where the national law of such State so permits and the applicant so requests.

(2) Where the national application is not in a language in which the Authority has undertaken to search international applications under Article 3 of this Agreement, the international-type search shall be carried out on a translation in a language which the Authority has undertaken to accept for international applications under Article 3 of this Agreement.

Pl 8-3-7

Article 13

Information Services and Technical Assistance

The Authority shall supply the International Bureau with such information services and such other contributions to the technical assistance program under Chapter IV of the Treaty as are practicable within the existing facilities of the Authority and may be agreed. The provision of search or examination work for developing countries under preferential conditions shall be the subject of a special agreement.

Article 14

Entry Into Force of the Agreement

This Agreement shall enter into force once all the following conditions are fulfilled:

- (i) it is approved by the Assembly;
- (ii) it is signed by the Authority and the International Bureau; and
- (iii) the Treaty has entered into force for Sweden.

The Agreement together with an indication of the date of its entry into force shall be published in the Gazette by the International Bureau.

PLA 8-3-7

- 2 MARS 1978

Article 15

Duration and Renewability of the Agreement

This Agreement shall remain in force for a period of 10 years. It shall be renewable for a period of 10 years subject to the approval of, and the extension of the appointment of the Authority for that period by, the Assembly.

Article 16

Amendment

(1) Without prejudice to paragraphs (2) and (3), amendments may be made to this Agreement by agreement between the parties hereto and shall take effect upon approval of those amendments by the Assembly, or, if a later date is specified in the amendments, on that date.

(2) Without prejudice to the provisions of paragraph (3), amendments may be made to the Annexes of this Agreement by agreement between the parties hereto and shall take effect upon notification in the Gazette or, if a later date is specified in the amendments, on that date.

(3) The Authority may, by notice in writing given to the Director General of the World Intellectual Property Organization:

(i) add to the languages listed in Annex A of this Agreement;

(ii) add to the documentation facilities listed in Article 5 of this Agreement;

Ph 2-3-78

hm

(iii) subject to paragraph (4), amend the schedule of fees and other charges contained in Annex C of this Agreement. 2 MARS 1978

(4) Normally, the schedule of fees and other charges shall not be amended during the first year after the entry into force of this Agreement or thereafter at an interval of less than one year from a previous amendment of the schedule. Any amendment of the schedule shall take effect one month after publication of the notification of the amendment in the Gazette pursuant to paragraph (5), or, if a later date has been specified by the Authority, on the date specified by the Authority.

(5) The International Bureau shall publish promptly in the Gazette any amendment of this Agreement agreed between the parties and approved by the Assembly under paragraph (1), any amendment of this Agreement agreed between the parties under paragraph (2), and any notification received by it under paragraph (3).

Article 17

Termination of the Agreement

(1) This Agreement shall terminate:

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

Plc 8-3-78

2 APR 1978

(ii) if the Director General of the World Intellectual Property Organization, with the approval of the Assembly, gives the Director General of the Royal Patent and Registration Office of Sweden 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.

(3) Notwithstanding paragraph (2), if

(i) notice to terminate this agreement is given by the Director General of the Royal Patent and Registration Office of Sweden under paragraph (1), and

(ii) at the same time all Contracting States, the receiving Offices of or acting for which have specified the Authority under Articles 16(2) and 32(2), not having previously denounced the Treaty, denounce the Treaty under Article 66,

the notice to terminate this Agreement shall take effect at such time as the denunciation of the Treaty becomes effective for all such countries.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DONE at Geneva, this day of April, 1978,
in two originals in the English language.

For the Royal Patent and
Registration Office of Sweden

For the International
Bureau

.....

.....

Director General

Director General

JK 8-3-78

ANNEX A

LANGUAGES SPECIFIED FOR THE PURPOSES OF ARTICLES
3 (1) and (2) OF THE AGREEMENT

The languages specified for the purposes of Articles
3(1) and (2) of the Agreement are:

Danish
English
Finnish
Icelandic
Norwegian
Swedish

ANNEX B

SUBJECT MATTER SPECIFIED UNDER
ARTICLE 6 OF THE AGREEMENT

The subject matter set forth in Rule 39.1 or Rule 67.1, which, under Article 6 of the Agreement, is not excluded from search or examination, is the following:

- (1) Diagnostic methods.
- (2) Computer programs as far as not comparable to mathematical methods, presentation of information or of an abstract or intellectual character.

ANNEX C

SCHEDULE OF FEES AND CHARGES OF THE AUTHORITY AND
EXTENT AND CONDITIONS OF REFUNDS OF THE SEARCH FEE
FOR THE PURPOSES OF ARTICLE 7 OF THE AGREEMENT

(a) Schedule of fees and charges

<u>Fee</u>	<u>Amount in Sw Crs</u>
Search fee (Rule 16.1(a))	1600
Search fee in case the search report is based on an earlier search report already prepared by the Royal Patent and Registration Office of Sweden or by a national Office of a Contracting State referred to in Art 3(1)(i) of this agreement on an application whose priority is claimed for the international patent application	1000
Additional fee (Rule 40.2(a))	1600
Translation of international application (Rule 48.3)	0,75/word
Preparing copies of cited documents (Rule 44.3(b))	1,50/page
Preliminary examination fee (Rule 58.1(b))	500
Additional fee (Rule 68.3(a))	500
Preparing copies of cited documents (Rule 71.2(b))	1,50/page

(b) Conditions and extent of refunds of the search fee where the search report can be wholly or partially based on the results of an earlier international or international-type search (Rules 16.3 and 41.1)

The conditions and the extent of refunds of the search fee in cases where the search report can be wholly or partially based on the results of an earlier international search, conducted by the Royal Patent and Registration Office of Sweden, on an earlier international application whose priority is claimed, or can be based wholly or partly on an international-type search carried out under the conditions of Art 15(5) of the Treaty, are as follows:

The amount of the refund of the search fee shall be 25%, 50%, 75% or 90% of the search fee, depending upon the extent to which the Authority benefits from the prior search report.

ANNEX D

LANGUAGES SPECIFIED FOR THE
PURPOSES OF ARTICLE 11 OF THE AGREEMENT

The languages specified for the purposes of
Article 11 of the Agreement are:

English,
Swedish.

[Annex II follows]

ANNEX B

TABLES SPECIFIED FOR THE PURPOSES OF ARTICLE II OF THE AGREEMENT

The Tables specified for the purposes of Article II of the Agreement are:

- Table 1
- Table 2

Annex II follows

PCT/A/I/3

ANNEX II

Agreement between the United States
Patent and Trademark Office and the
International Bureau of the World
Intellectual Property Organization
Concerning the Functions of the
United States Patent and Trademark
Office in the Capacity of an
International Searching Authority
Appointed under the
Patent Cooperation Treaty

Agreement between the United States
Patent and Trademark Office and the
International Bureau of the World
Intellectual Property Organization
Concerning the Functions of the
United States Patent and Trademark
Office in the Capacity of an
International Searching Authority
Appointed under the
Patent Cooperation Treaty

Preamble

The United States Patent and Trademark Office and the International Bureau of the World Intellectual Property Organization agree to conclude the following Agreement under Article 16(3) (b) of the Patent Cooperation Treaty:

Article 1

Terminology Used in the Agreement

- (1) For the purpose of this Agreement:
 - (a) "Treaty" means the Patent Cooperation Treaty done at Washington on June 19, 1970;
 - (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;

MAR 3 1978

Pla 8-3-78

~~111~~

- (f) "Authority" refers to the United States Patent and Trademark Office acting in the capacity of an International Searching Authority pursuant to this Agreement and appointed under the Treaty;
- (g) "International Bureau" means the International Bureau as defined in Article 2(xix); and
- (h) "Gazette" means the publication referred to in Article 55(4).

Article 2

Basic Obligations

- (1) The Authority will, except in respect to subject matter which pursuant to Article 6 of this Agreement the Authority is not required to search, carry out international searches and perform such other functions as are specifically provided for by the Treaty, the Regulations, this Agreement, and the Administrative Instructions. In carrying out an international search, the Authority shall be guided by the Guidelines for International Search to be Carried out under the Patent Cooperation Treaty. The Authority undertakes to apply and observe all the common rules of international search.

MAR 3 1978

Pa 8-3-78



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

Article 3

Competence of the Authority

Subject to Article 6 of this Agreement, the Authority undertakes to act as an International Searching Authority for all international applications (i) filed with the receiving Office of, or acting for, the States specified in Annex A of this Agreement, and (ii) filed in or translated into the languages specified in Annex A of this Agreement.

Article 4

Minimum Personnel Requirements

- (1) The Authority shall, for the purposes of carrying out international search, make available the staff at its disposal, to the extent required by the workload, having sufficient technical qualifications to carry out such search in all technical fields except those referred

MAR 3 1978

85-10-22
JG 8-3-78

to in Article 6 of this Agreement. The staff of the Authority shall be maintained at a level exceeding the minimum requirement as set out in Rule 36.1(i).

- (2) The Authority shall maintain, or otherwise secure assistance by, a staff which has the language facilities to understand at least those languages in which the minimum documentation referred to in Rule 34 is written or is translated.

Article 5

Documentation Facilities


The Authority shall maintain and use all documentation facilities ordinarily at the disposal of the staff referred to in Article 4(1) of this Agreement for search purposes, and shall maintain and use for the said purposes at least the minimum documentation facilities prescribed by Rule 36.1(ii).

Article 6

Subject Matter not Required to be Searched

In accordance with Article 17(2)(a)(i), the Authority will not be obligated to search any of the subject matter specified in Rule 39.1 except for subject matter specified in Annex B of this Agreement.

MAR 3 1978

Pla 8-3-78 

Article 7

Fees

- (1) A schedule of all fees charged by the Authority in relation to its functions as an International Searching Authority is set out in Annex C of this Agreement.
- (2) The Authority shall, to the extent and under the conditions set out in Annex C of this Agreement, refund the paid search fees in whole or in part.

Article 8

Review of Protest

The Commissioner of Patents and Trademarks or his designee shall examine protests in respect of additional fees where such additional fees are paid under protest pursuant to Rule 40.2(c).

Article 9

Time Limit for Preparation of International
Search Reports or Declarations

- (1) Subject to paragraph (2), the Authority agrees to establish international search reports or the declaration referred to in Article 17(2)(a) within the time limits specified in the first two sentences of Rule 42.1.

MAR 3 1978

He 8-3-78



- (2) During the period beginning on the date of the Authority's appointment and ending on January 24, 1981, the Authority may establish international search reports, in exceptional cases, within a time limit which exceeds that specified in paragraph (1) above by two months, provided that, in any given case, this extension does not go beyond the expiration of the 18th month after the priority date of an international application.

Article 10

Classification

The Authority, in addition to applying the International Patent Classification to a particular subject matter, may also apply the United States Patent Classification.

Article 11

Language of Correspondence Used by the Authority

For the purposes of correspondence, including forms, the Authority shall use the English language.

Article 12

Patent Information Services

and Technical Assistance

- (1) The Authority shall cooperate with the International Bureau in providing patent information services and

MAR 3 1978

Plc 8-3-78

such other contributions to the technical assistance program under Chapter IV of the Treaty as are both practicable within the facilities of the Authority and as may be agreed.

[(2) The International Bureau shall transmit, free of charge to the Authority immediately after publication, at least six copies of each published international application, at least ten copies of the Gazette and six copies of any other publication relating to the Treaty.]

[(3) The International Bureau agrees to waive the right to obtain or enforce any copyright in any Patent Cooperation Treaty publications in the United States.]

Article 13

Entry Into Force of the Agreement

This Agreement shall enter into force, after approval by the Assembly, on the date of signature thereof. The Agreement together with an indication of the date of its entry into force shall be published in the Gazette by the International Bureau.

Article 14

Duration and Renewability of the Agreement

Subject to Article 16 of this Agreement, this Agreement shall

MAR 3 1978

JBC 8-3-78




remain in force for a period of 10 years. It shall be renewable for a period of 10 years subject to the approval of, and the extension of the appointment of the Authority for that period by, the Assembly.

Article 15

Amendment

- (1) Without prejudice to paragraphs 2 to 4 below, amendments may be made to this Agreement by agreement between the Authority and the International Bureau and shall take effect on the date on which those amendments are approved by the Assembly, or, if a later date is specified in the amendments, on that later date.
- (2) Annex A may be amended by the Authority at any time. Any amendment adding a State or language will be made by notification from the Authority to the International Bureau and shall take effect one month from the date of publication in the Gazette. Any amendment deleting a State or language will be made by notification from the Authority to the International Bureau and shall take effect nine months from the date of publication in the Gazette.
- (3) Annex B may be amended by the Authority at any time.


MAR 3 1978

Pa 8-3-78 

Any amendment adding subject matter to that Annex will be made by notification from the Authority to the International Bureau and shall take effect one month from the date of publication in the Gazette. Any amendment deleting subject matter from that Annex will be made by notification from the Authority to the International Bureau and shall take effect nine months from the date of publication in the Gazette.

- (4) Annex C may be amended by the Authority at any time. Any amendment may be made by notification from the Authority to the International Bureau and shall take effect on a date specified by the Authority but not earlier than one month after publication of the notification in the Gazette. Normally Annex C shall not be amended during the first year after entry into force of this Agreement or thereafter at an interval of less than one year from a previous amendment of the schedule.
- (5) The International Bureau shall publish promptly in the Gazette any amendment of this Agreement agreed to by the Authority and the International Bureau and approved by the Assembly under paragraph (1)

MAR 3 1978

Plc 8-3-78 


and any notifications received by the International Bureau under paragraphs (2) to (4).

Article 16

Termination of the Agreement

- (1) This Agreement shall terminate:
 - (a) if the Authority gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
 - (b) if the Director General of the World Intellectual Property Organization, with the approval of the Assembly, gives the Authority written notice to terminate this Agreement.
- (2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice.
- (3) Notwithstanding paragraph (2), if:
 - (a) notice to terminate this agreement is given by the Authority under paragraph (1); and

MAR 3 1978

JL 8-3-78 

(b) at the same time all those Contracting States,
whose receiving Offices have specified the Authority
under Article 16(2), not having denounced the Treaty
previously, make the denunciation under Article 66,

the notice to terminate this Agreement shall take effect
at such time as the denunciation of the Treaty becomes
effective for all such States.

IN WITNESS WHEREOF the parties hereto have executed
this Agreement.

DONE at Geneva, this ... day of April 1978, 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 :

MAR 3 1978

8-7-78

Annex A

Countries and Languages under Article 3
of this Agreement

The Authority will conduct international searches and prepare international search reports

(i) for the following countries:*

United States of America

(ii) in the following languages:

English

*In the second session of the Preparatory Intergovernmental Committee on the Revision of the Paris Convention for the Protection of Industrial Property, June 29 to July 8, 1977, the Delegation of the United States of America offered the services of its International Searching Authority (the Authority under this Agreement) to all nationals of countries of the western hemisphere party to the PCT on the same conditions these services would be available to its own nationals. This offer stands.

MAR 3 1978

JG 8-3-78



Annex B

Subject Matter Specified under

Article 6 of the Agreement

NONE

MAR 3 1978

87-3-78

Annex C

Schedule of Fees and Extent and Conditions of
Refunds of the Search Fee for the Purposes
of Article 7 of the Agreement*

(a) Fees

Search Fee	\$300.00
Supplemental Search Fee (per additional invention)	200.00
Preparation of an International- Type Search Report in a U. S. National Application	25.00

(b) Extent and Conditions of Refunds of the Search Fee

Refunds of a portion of the Search Fee may be made if the international search report is wholly or partly based on an earlier international or international-type search (Rules 16 and 41). The amount of the refund will be as determined by the examiner according to the value of the prior international-type search or international search as 90%, 70%, 40%, 25%, or 0% of the international search fee.

The criteria for refunds of the indicated percentages are as follows:

- A. The prior search was so complete that only an updating search was required 90%
- B. The prior search was directed to substantially the same invention.

MAR 3 1978

Pa 8-3-78 *JD*

- However, the claims vary so that
a search in at least one additional
but less than three additional sub-
classes is required 70%
- C. The prior search was such that about
half of the search time was saved 40%
- D. The prior search was of only small
value. The claims of the applica-
tion were so different from the claims
in the prior application that the
search of only a few subclasses was
saved 25%
- E. The prior search was of no value 0%

Refund of the supplemental search fees will be made if
such refund is determined to be warranted by the
Commissioner of Patents and Trademarks or his designee
acting under Rule 40.2(c).

*The Authority reserves the right to make minor adjust-
ments prior to June 1, 1978 in the indicated fees and in the
extent and conditions of refunds of the search fee where such
adjustment is required in view of the on-going procedure
for the final adoption of the fees and the extent and con-
ditions of refunds.

JH 8-3-78