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WORLD INTELLECTUAL PROPERTY ORGANIZATION
UNITED INTERNATIONAL BUREAUX FOR THE PROTECTION OF INTELLECTUAL PROPERTY
GENEVA

PATENT COOPERATION TREATY

INTERIM COMMITTEE ON TECHNICAL COOPERATION

Second Session: Geneva, October 6 to 9, 1972

INTERNATIONAL PATENT DOCUMENTATION CENTER (INPADOC)

Report by the International Bureau

Background

1. In its first session, held in February 1971, the Interim Committee recommended under the heading "Patent Families and Bibliographic Data" that it should, "after due preparation by the International Bureau and the Standing Subcommittee... study the possibilities of the creation or extension of a centralized service... for assembling, processing and disseminating the said bibliographic data [i.e., the data appearing on patent documents] primarily for the purpose of identifying 'patent families'" (PCT/TCO/I/6, paragraph 27).

2. The preparations for further study started in an ad hoc group and in the Ad Hoc Subcommittee on Contracting for the World Patent Index, which met in June 1971. After having considered a proposal made by Derwent Publications, Ltd., London, these two bodies reached the conclusions:

"(a) that no decision should be made in respect of the Derwent proposal without an exploration of alternatives to it, in particular whether solutions, not requiring contracts with private enterprises, could be found, and

(b) that, for this purpose, Governments and the IIB should be invited to submit specific proposals to the International Bureau before the meeting of the Executive Committee of the Paris Union in September 1971."

3. A few days after the said meeting, the Director General issued the invitations referred to above, asking for suggestions on setting up an international system for obtaining:

"(1) the ready identification of patent documents issued in different countries which relate to the same invention,

(2) the ready identification of patent documents belonging to the same subdivisions of the technical classification of inventions,

(3) at a cost lower than today, the preservation of patent documents and their ready reproduction."

4. The replies received to these invitations were submitted to the September/October 1971 session of the Executive Committee of the Paris Union (P/EC/VII/10), which then made a number of decisions on the continuation of the work on "patent documentation questions" (P/EC/VII/21, paragraphs 59 to 67). Among these decisions appeared the principles and considerations upon which an international

patent documentation service should be based. At the same time, the Executive Committee delegated to the Standing Subcommittee of the PCT Interim Committee for Technical Cooperation (hereinafter referred to as "the Standing Subcommittee") the task of advising the Director General of WIPO in his negotiations with those offering to establish the said service--that is, the Government of Austria, the International Patent Institute (IIB) and Derwent Publications Ltd. (London)--and the power of approving any agreement that might result from such negotiations.

Action by the Standing Subcommittee

5. The Standing Subcommittee dealt with the matter in each of the two sessions (December 1971 and April 1972) which it has held in the meantime.

6. After having examined the written communications and heard oral explanations by the representatives of the Government of Austria, the IIB and Derwent, the Standing Subcommittee, in its session of December 1971, gave detailed advice to the Director General on the continuation of his negotiations with the said three parties. These negotiations took place among representatives of the Austrian Government, the International Bureau, and separately with each of the following (in chronological order): the IIB, the UK Patent Office, Derwent, the German Patent Office, the US Patent Office, the Japanese Patent Office, the USSR Committee for Inventions and Discoveries, the Swiss Federal Office for Intellectual Property, the French National Institute of Industrial Property, the IIB (for a second time), and Derwent (for a second time). The meetings took place in The Hague, London, Munich, Washington, Tokyo, Moscow, Berne, Paris and Geneva between January 31 and March 7, 1972.

7. With the exception of Derwent--with whom the negotiations did not lead to concrete results--all the other parties have manifested their readiness to cooperate actively in an organization to be established by the Austrian Government in Vienna (for the providing of the patent documents services described in the following paragraph), such cooperation to consist mainly of the exchange, in machine-readable form, of bibliographic data of published patent documents: each of the national Offices to cover the data concerning its own documents and the IIB to cover those concerning documents of some of its member States, while the Vienna organization would cover all the data assembled or produced by it.

8. The services referred to above are the following:

(i) "Patent Family Service": a service permitting the identification of patent documents relating to the same invention,

(ii) "Identification by Classification Service": a service permitting the identification of patent documents marked by the same classification symbol according to the International Patent Classification,

(iii) "Patent Copy Service": a service capable of furnishing copies of patent documents.

9. The French National Institute of Industrial Property and the Swiss Federal Office for Intellectual Property, because of their active participation in the said negotiations, were also invited to participate in the April 1972 session of the Standing Subcommittee and they participated accordingly.

10. The said session examined the report of the International Bureau on the negotiations and the detailed plans which the Government of Austria had prepared on the establishment of what it later called the International Patent Documentation Center (Vienna), which will be referred to below under the tentative abbreviation of "INPADOC."

11. Furthermore, the said session approved a draft agreement between Austria and WIPO.

Agreement Between Austria and WIPO

12. The "Agreement between the Republic of Austria and the World Intellectual Property Organization in Geneva Concerning the Establishment of an International Patent Documentation Center" (hereinafter referred to as "the Agreement") was signed in Vienna on May 2, 1972, by the Minister of Trade and Industry of Austria and the Director General of WIPO. The text of the Agreement--which was signed in English, French and German--is attached to this document.

13. According to the terms of the Agreement, the Republic of Austria undertook to establish INPADOC with headquarters in Vienna (Article I). The Agreement specifies the three services (Family, Classification and Copy) that INPADOC must furnish (Article II), the ten bibliographic data that the first two services must cover and the three additional bibliographic data that they might cover (Article III). The Agreement then describes the assistance that WIPO undertakes to give to INPADOC; it will consist in endeavoring to achieve three things:

(i) that the presentation of the bibliographic data given in patent documents be uniform to the maximum extent possible, (ii) that the presentation of such data on machine-readable carriers be uniform to the maximum extent possible, and (iii) that the contacts of INPADOC with the national and international bodies be facilitated and that the communication of information be handled expeditiously (Article IV(1) to (3)). Furthermore, WIPO is to promote the use of the services, particularly by the prospective International Searching and Preliminary Examining Authorities under the PCT.

14. The Agreement contains no financial obligations for WIPO. On the contrary, it provides that, whenever WIPO exercises some activity pursuant to a request from INPADOC, the latter will reimburse to WIPO its expenses (Article V). Furthermore, the Agreement provides that 10% of INPADOC's net profits will belong to WIPO (Article VI).

15. The Agreement provides that representatives of the International Bureau will have two seats in the governing body of INPADOC and that complete information concerning INPADOC will be made available to WIPO by INPADOC (Article VII).

16. The Agreement, although to some extent already applied in practice, is not yet in force: entry into force requires an exchange of notes (Article VIII) and the Republic of Austria requires ratification by its Parliament before it can proceed to such exchange. Ratification is expected before the end of 1972.

17. Finally, the Agreement regulates the possibility of denunciation by either party (Article VIII).

INPADOC

18. In accordance with its undertaking given in the Agreement concluded with WIPO, the Government of Austria set up a corporation according to Austrian law under the name of "Gesellschaft zur Errichtung und zum Betrieb des Internationalen Patentedokumentationszentrums, Gesellschaft m.b.H." (Company for the Establishment and Exploitation of the International Patent Documentation Center, Ltd.), which was registered in the Register of Companies (Handelsregister) of the Commercial Court (Handelsgericht) of Vienna on May 24, 1972. The capital of the corporation is 1,000,000 Austrian Schillings.

19. INPADOC is wholly owned by the Austrian Government, as represented by the Minister of Finance.

20. Dr. Otto Auracher has been appointed Director General (Geschäftsführer) of INPADOC. According to Austrian law, he is the person responsible for the day-to-day management of INPADOC.

21. On June 29, 1972, the Austrian Government, as owner of INPADOC, appointed the members of its Board of Directors (Aufsichtsrat), which, according to Austrian law, is responsible for the general supervision of INPADOC's affairs. The six members of the Board are:

Dr. Friedrich Gehart, Legationssekretär, Ministry of Trade and Industry
(Chairman of the Board)

Dr. Dipl.-Kfm. Karl Roch, Ministerialrat, Ministry of Finance
(Vice-Chairman of the Board)

Professor G.H.C. Bodenhausen, Director General, WIPO

Dr. Arpad Bogsch, First Deputy Director General, WIPO

Dr. Roland Jiresch, Sektionschef, Bundeskanzleramt

Dr. Erik Nettel, Ambassador, Ministry of External Affairs.

22. The first meeting of the Board of Directors took place in Vienna on June 29, 1972. It was opened by the Minister of Trade and Industry, Mr. Josef Staribacher. Since then, the Board of Directors has met several times.

23. It is expected that before the end of this year INPADOC will move into its own premises at Möllwaldplatz 4 in Vienna. (At the present time INPADOC has offices at Fleischmarkt 3, in Vienna.) The recruitment of staff, particularly those who will be in charge of the control of the computer operations, has started. The director for the control of these operations has been appointed in the person of Mr. E. Werner.

24. The Austrian Government has put 5,000,000 Schillings at the disposal of INPADOC for the remainder of the year 1972. A considerably higher yearly amount is expected to be available thereafter.

25. On September 12, 1972, INPADOC concluded a contract with Siemens A.G. Österreich by virtue of which most of the operations involving the use of computers will be programmed and carried out by Siemens under the control of INPADOC.

26. Representatives of INPADOC, accompanied in certain cases by members of the WIPO staff and representatives of Siemens, have contacted or will in the near future contact the French National Institute of Industrial Property, the German Patent Office, the Japanese Patent Office, the Swedish Patent Office, the Swiss Federal Office of Intellectual Property, the UK Patent Office, the US Patent Office, the USSR Committee for Inventions and Discoveries and the International Patent Institute, in order to discuss the terms of the agreements of cooperation which INPADOC hopes to conclude with each of them. At the same time, INPADOC intends to resume negotiations with Derwent Publications, Ltd., London.

Further Steps

27. The Executive Committee of the Paris Union is expected to deal with questions concerning INPADOC when it meets at the end of September 1972. The Standing Subcommittee of the Interim Committee is also expected to deal with those questions when it meets during the first few days of October 1972. Their decisions will be reported to the Interim Committee in due course.

28. The Interim Committee is invited to take note of this report.

[Annex follows]

VERTRAG

zwischen der Republik Österreich und der Weltorganisation für geistiges Eigentum in Genf über die Errichtung eines Internationalen Patentedokumentationszentrums

Die Republik Österreich und die Weltorganisation für geistiges Eigentum in Genf haben in der Absicht, die weltweite Zusammenarbeit auf dem Gebiet der Patentedokumentation zu fördern und den Zugang zu technischem Wissen zu erleichtern, folgendes vereinbart:

Artikel I

Zum Zweck eines weltweiten Patentedokumentationsdienstes errichtet die Republik Österreich nach österreichischem Recht ein „Internationales Patentedokumentationszentrum“ mit dem Sitz in Wien.

Artikel II

Das Internationale Patentedokumentationszentrum wird

1. Patentedokumente als zusammengehörig feststellen, die

a) auf Grund einer gemeinsamen Prioritätsbeanspruchung als zusammengehörig erkannt werden können (Patentfamilien-dienst),

b) auf Grund der auf dem jeweiligen Dokument angegebenen Symbole der internationalen Patentklassifikation als zusammengehörig erkannt werden können (Patentklassifikationsdienst);

2. einen Kopierdienst für Patentedokumente vorsehen.

Artikel III

(1) Der im Artikel II Z. 1 genannte Dokumentationsdienst wird zumindest folgende bibliographische Daten der Patentedokumente erfassen:

AGREEMENT

between the Republic of Austria and the World Intellectual Property Organization in Geneva Concerning the Establishment of an International Patent Documentation Center

The Republic of Austria and the World Intellectual Property Organization in Geneva have, in order to promote worldwide Cooperation in the field of patent documentation and to facilitate access to technological knowledge, agreed as follows:

Article I

For the purposes of a worldwide patent documentation service, the Republic of Austria shall, according to Austrian law, establish an International Patent Documentation Center with headquarters in Vienna.

Article II

The International Patent Documentation Center shall

1. identify, as being connected, patent documents which

(a) on the basis of a common priority claim may be identified as being connected (Patent Family Service),

(b) on the basis of the International Patent Classification symbols indicated on the various patent documents may be identified as being connected (Patent Classification Service);

2. provide a copy service for patent documents.

Article III

(1) The documentation service referred to in Article II (1) shall cover at least the following bibliographic data of the patent documents:

ACCORD

entre la République d'Autriche et l'Organisation Mondiale de la Propriété Intellectuelle à Genève concernant l'établissement d'un Centre International de Documentation de Brevets

La République d'Autriche et l'Organisation Mondiale de la Propriété Intellectuelle à Genève sont convenues de ce qui suit afin de promouvoir une coopération au niveau mondial dans le domaine de la documentation de brevets et de faciliter l'accession aux connaissances techniques:

Article I

Pour les fins d'un service mondial de documentation de brevets, la République d'Autriche établira, conformément au droit autrichien, un Centre international de documentation de brevets ayant son siège à Vienne.

Article II

Le Centre international de documentation de brevets sera chargé des tâches suivantes:

1) identification en tant que documents de brevets apparentés, des documents de brevets qui:

a) peuvent être identifiés comme étant apparentés sur la base d'une revendication commune de priorité (service des familles de brevets),

b) peuvent être identifiés comme étant apparentés sur la base des symboles de la Classification internationale des brevets qui sont indiqués sur les divers documents de brevets (service de classification des brevets);

2) fourniture d'un service de copies de documents de brevets.

Article III

1) Le service de documentation mentionné à l'Article II 1) comprendra au moins les données bibliographiques suivantes de documents de brevets:

- | | | |
|---|--|--|
| 1. Land der Veröffentlichung | 1. country of publication | 1. pays de la publication |
| 2. Art des Dokuments (Patent, Anmeldung usw.) | 2. kind of the document (patent, application, etc.) | 2. type de document (brevet, demande, etc.) |
| 3. Nummer des Dokuments | 3. number of the document | 3. numéro du document |
| 4. Aktenzeichen der Anmeldung, sofern nicht mit Nummer des Dokuments identisch | 4. number of the application, unless such number is identical with the number of the document | 4. numéro de la demande, sauf si ce numéro est identique à celui du document |
| 5. Anmeldungsstag | 5. date of the application | 5. date de la demande |
| 6. Veröffentlichungstag oder, wenn dieses Datum nicht verfügbar ist, das Datum des Dokuments | 6. date of publication of the document or, if such date is not available, date of the document | 6. date de la publication du document ou, si cette date n'est pas disponible, date du document |
| 7. Symbole der internationalen Patentklassifikation, sofern auf dem Dokument angegeben oder in maschinenlesbarer Form geliefert | 7. International Patent Classification symbol where it is indicated on the document or is furnished in machine-readable form | 7. symbole de la Classification internationale des brevets lorsqu'il figure sur le document ou lorsqu'il est communiqué sous une forme pouvant être déchiffrée mécaniquement |
| 8. Prioritätsland | 8. country of the priority | 8. pays de la priorité |
| 9. Aktenzeichen der prioritätsbegründenden Anmeldung | 9. number of the application which is the basis of the priority | 9. numéro de la demande qui constitue la base de la priorité |
| 10. Prioritätsdatum. | 10. date of priority. | 10. date de la priorité. |
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- | | | |
|---|---|--|
| (2) Das Internationale Patentdokumentationszentrum wird sich ferner bemühen, darüber hinaus folgende zusätzliche Daten zu erfassen: | (2) The International Patent Documentation Center shall furthermore strive to cover also the following additional data: | 2) Le Centre international de documentation de brevets s'efforcera en outre de traiter les données additionnelles suivantes: |
| 1. Anmelder, Patentinhaber oder Rechtsnachfolger | 1. name of the applicant, owner of patent, or successor at law | 1. nom du déposant, du titulaire du brevet ou de l'ayant droit |
| 2. Erfinder | 2. name of the inventor | 2. nom de l'inventeur |
| 3. Titel der Erfindung. | 3. title of the invention. | 3. titre de l'invention. |

Artikel IV

Die Weltorganisation für geistiges Eigentum wird dem Internationalen Patentdokumentationszentrum bei der Erfüllung seiner Aufgaben folgende Unterstützung gewähren:

1. Die Weltorganisation für geistiges Eigentum wird sich für eine größtmögliche Vereinheitlichung des formalen Aufbaues der bibliographischen Daten in Patentdokumenten einsetzen.

2. Die Weltorganisation für geistiges Eigentum wird sich für eine größtmögliche Vereinheitlichung des formalen Aufbaues solcher Daten auf maschinenlesbaren Trägern (Magnetbändern, Lochkarten und dergleichen) der von den Pa-

Article IV

The World Intellectual Property Organization shall, in the accomplishment of its tasks, give the following assistance to the International Patent Documentation Center:

1. The World Intellectual Property Organization shall endeavor that the presentation of the bibliographic data given in patent documents be uniform to the maximum extent possible.

2. The World Intellectual Property Organization shall endeavor that the presentation of such data on machine-readable carriers (that is, on magnetic tape, punch cards, etc.), where such data carriers are produced by Patent Of-

Article IV

L'Organisation Mondiale de la Propriété Intellectuelle donnera l'assistance suivante au Centre international de documentation de brevets dans l'accomplissement des tâches de ce dernier:

1. L'Organisation Mondiale de la Propriété Intellectuelle s'efforcera d'obtenir que les données bibliographiques figurant dans les documents de brevets soient présentées de manière uniforme, dans toute la mesure du possible.

2. L'Organisation Mondiale de la Propriété Intellectuelle s'efforcera d'obtenir que les dites données figurant sur des supports pouvant être déchiffrés mécaniquement (donc sur des bandes magnétiques, des cartes perforées, etc.) soient

tentämtern und dem Internationalen Patent-Institut hergestellten Datenträger einsetzen.

3. Die Weltorganisation für geistiges Eigentum wird darauf einwirken, daß die Kontakte des Internationalen Patentdokumentationszentrums mit den zuständigen Behörden der Mitgliedstaaten der Organisation sowie mit internationalen Organisationen, die sich mit Patentfragen befassen, erleichtert werden und die Weitergabe von Informationen dieser Behörden und Organisationen an das Internationale Patentdokumentationszentrum beschleunigt behandelt wird.

4. Die Weltorganisation für geistiges Eigentum wird sich ferner dafür einsetzen, daß die Dienste des Internationalen Patentdokumentationszentrums von den zuständigen Behörden ihrer Mitgliedstaaten, insbesondere von internationalen Recherchen- und Prüfungsbehörden nach dem Patentzusammenarbeitsvertrag, von sonstigen Interessenten dieser Staaten und von internationalen Organisationen, die sich mit Patentfragen befassen, in größtmöglichem Umfang in Anspruch genommen werden.

Artikel V

Wenn die Weltorganisation für geistiges Eigentum auf Grund eines Ersuchens des Internationalen Patentdokumentationszentrums tätig werden soll, so teilt die Weltorganisation für geistiges Eigentum gegebenenfalls dem Internationalen Patentdokumentationszentrum die geschätzte Höhe jener Kosten mit, die mit der Erfüllung des Ersuchens verbunden sind. Hält daraufhin das Internationale Patentdokumentationszentrum sein Ersuchen aufrecht, so hat es die

fices and the International Patent Institute, to the maximum extent possible.

3. The World Intellectual Property Organization shall endeavor that the contacts of the International Patent Documentation Center with the competent authorities of the member States of the said Organization and with international organizations dealing with patent questions be facilitated and that the communication of information on behalf of such authorities and organizations to the International Patent Documentation Center be expeditiously handled.

4. The World Intellectual Property Organization shall furthermore promote the use of the services of the International Patent Documentation Center to the maximum extent practicable by the competent authorities of its member States, particularly by International Searching and Examining Authorities under the Patent Cooperation Treaty as well as by other interested persons in such States and by international organizations.

Article V

Whenever the World Intellectual Property Organization should exercise some activity pursuant to a request of the International Patent Documentation Center, the World Intellectual Property Organization shall indicate to the International Patent Documentation Center the estimated amount of those expenses which would be connected with the compliance of such a request. If the International Patent Documentation Center maintains its request, it shall reimburse to

présentées, lorsque ces supports sont établis par des offices de brevets ou par l'Institut international des brevets, de façon uniforme dans toute la mesure du possible.

3. L'Organisation Mondiale de la Propriété Intellectuelle s'efforcera de faciliter les contacts entre, d'une part, le Centre international de documentation de brevets et, d'autre part, les autorités compétentes des Etats membres de cette Organisation, ainsi que les organisations internationales qui s'occupent de questions de brevets; elle s'efforcera également que la transmission au Centre international de documentation de brevets des informations provenant des autorités et organisations qui précèdent s'effectue de la façon la plus expéditive.

4. En outre, l'Organisation Mondiale de la Propriété Intellectuelle devra promouvoir dans toute la mesure du possible l'utilisation par les autorités compétentes de ses Etats membres — notamment par les administrations chargées de la recherche internationale et par les administrations chargées de l'examen préliminaire international conformément au Traité de coopération en matière de brevets — ainsi que par toutes autres personnes intéressées de ces Etats et par les organisations internationales, des services du Centre international de documentation de brevets.

Article V

Chaque fois que l'Organisation Mondiale de la Propriété Intellectuelle exercera une activité conformément à une requête du Centre international de documentation de brevets, l'Organisation communiquera au Centre le montant estimatif des dépenses liées à la suite à donner à cette requête. Si le Centre international de documentation de brevets maintient sa requête, il remboursera à l'Organisation Mondiale de la Propriété Intellectuelle les dépenses prouvées qui ont été

tatsächlich aufgelaufenen und nachgewiesenen Kosten der Weltorganisation für geistiges Eigentum zu ersetzen, soweit sie nicht über die geschätzte Höhe der Kosten hinausgehen.

the World Intellectual Property Organization the expenses which, in actual fact and in a proven manner, have been undertaken by the World Intellectual Property Organization, provided that such expenses do not exceed their estimated amount.

effectivement supportées par l'Organisation Mondiale de la Propriété Intellectuelle, pour autant que ces dépenses n'excèdent pas leur montant estimé.

Artikel VI

10 v. H. des Reingewinnes des Internationalen Patentdokumentationszentrums werden der Weltorganisation für geistiges Eigentum zur Finanzierung von Forschungs- und Entwicklungsarbeiten auf dem Gebiet der Patentdokumentation zur Verfügung gestellt.

Article VI.

Ten percent of the net profits of the International Patent Documentation Center shall be put at the disposal of the World Intellectual Property Organization to finance such research and development activities of the latter which concern patent documentation.

Article VI

10% du bénéfice net du Centre international de documentation de brevets sera mis à la disposition de l'Organisation Mondiale de la Propriété Intellectuelle afin de financer des activités de recherche et de développement de l'Organisation qui ont trait à la documentation de brevets.

Artikel VII

(1) Die Republik Österreich wird dafür Vorsorge treffen, daß der Generaldirektor und ein weiterer Vertreter der Weltorganisation für geistiges Eigentum jenem Organ angehört, das die allgemeinen Richtlinien des Internationalen Patentdokumentationszentrums festlegt, wobei die Mehrheit innerhalb dieses Organs einschließlich seines Vorsitzes der Republik Österreich vorbehalten bleibt.

Article VII

(1) The Republic of Austria shall make the necessary arrangements that the Director General and another representative of the World Intellectual Property Organization be members of that organ of the International Patent Documentation Center which establishes the general policy of the Center, it being understood that the majority inside such organ, including its president, shall be reserved to the representatives of the Republic of Austria.

Article VII

1) La République d'Autriche prendra les arrangements nécessaires pour que le Directeur général et un autre représentant de l'Organisation Mondiale de la Propriété Intellectuelle soient membres de l'organe du Centre international de documentation de brevets qui détermine la politique générale du Centre, étant entendu que la majorité au sein de cet organe appartiendra aux représentants de la République d'Autriche, et que le président de cet organe sera un représentant de la République d'Autriche.

(2) Der Weltorganisation für geistiges Eigentum werden vom Internationalen Patentdokumentationszentrum vollständige Informationen über dessen Geschäftsbetrieb zugänglich gemacht werden.

(2) Complete information concerning the management of the International Patent Documentation Center shall be made available to the World Intellectual Property Organization by the International Patent Documentation Center.

2) Le Centre international de documentation de brevets mettra à la disposition de l'Organisation Mondiale de la Propriété Intellectuelle des informations complètes au sujet de la gestion du Centre.

Artikel VIII

(1) Dieser Vertrag tritt nach einem Notenwechsel zwischen dem hiefür gehörig bevollmächtigten Vertreter der Republik Österreich und dem Generaldirektor der Weltorganisation für geistiges Eigentum in Kraft.

Article VIII

(1) This Agreement shall enter into force pursuant to an exchange of notes between the representative of the Republic of Austria empowered to this effect and the Director General of the World Intellectual Property Organization.

Article VIII

1) Le présent Accord entrera en vigueur moyennant un échange de notes entre le représentant de la République d'Autriche habilité à cet effet et le Directeur général de l'Organisation Mondiale de la Propriété Intellectuelle.

(2) Die Republik Österreich kann den Vertrag nach Ablauf von drei Jahren nach seinem

(2) The Republic of Austria may, in writing, through diplomatic channels, and subject

2) La République d'Autriche pourra, moyennant un préavis de six mois, dénoncer le présent

Inkrafttreten unter Einhaltung einer sechsmonatigen Kündigungsfrist schriftlich im diplomatischen Weg kündigen.

(3) Die Republik Österreich kann den Vertrag nach Ablauf von zwei Jahren nach seinem Inkrafttreten unter Einhaltung einer dreimonatigen Kündigungsfrist schriftlich im diplomatischen Weg kündigen, sofern zu diesem Zeitpunkt nicht zumindest acht Kooperationsabkommen mit Patentämtern abgeschlossen worden sind, darunter vier Abkommen mit Patentämtern, bei denen nach den jüngsten von der Weltorganisation für geistiges Eigentum veröffentlichten Jahresstatistiken die Zahl der Patentanmeldungen 30.000 überschritten hat. Dasselbe gilt, allerdings unter Einhaltung einer sechsmonatigen Kündigungsfrist, wenn durch Beendigung von Kooperationsabkommen diese Bedingung nicht mehr erfüllt ist.

(4) Hinsichtlich der Bestimmungen des Absatzes 3 ist das Internationale Patent-Institut einem Patentamt gleichgestellt.

(5) Die Weltorganisation für geistiges Eigentum kann diesen Vertrag ab dem 1. Jänner 1974 schriftlich im diplomatischen Weg kündigen, wenn zu dem genannten Zeitpunkt das Internationale Patentdokumentationszentrum nicht errichtet ist, oder wenn die gemäß Artikel II vorgesehenen Dienste zu irgendeinem späteren Zeitpunkt nicht oder nicht mehr erbracht werden; die Kündigung wird nach sechs Monaten wirksam.

Zu Urkund dessen haben die Bevollmächtigten diesen Vertrag unterschrieben und mit Siegeln versehen.

Geschehen zu Wien, am 2. Mai 1972, in drei Urschriften in deutscher, englischer und französischer Sprache, wobei die drei Texte gleichermaßen verbindlich sind.

to 6 months' notice, denounce the present Agreement after the expiration of three years from its entry into force.

(3) The Republic of Austria may in writing, through diplomatic channels, and subject to 3 months' notice, denounce the present Agreement after the expiration of two years after its entry into force unless, by that time, at least eight agreements of cooperation with Patent Offices have been concluded, among them four agreements with such Patent Offices in which, according to the latest published yearly statistics of the World Intellectual Property Organization, the number of patent applications exceed 30,000. The same shall, subject, however, to 6 months' notice, apply when because of the termination of any agreement of cooperation, the said condition is no longer fulfilled.

(4) As far as the provisions of paragraph (3) are concerned, the International Patent Institute shall be considered to be a Patent Office.

(5) The World Intellectual Property Organization may, in writing, through diplomatic channels, denounce this Agreement not earlier than January 1, 1974, if by that date the International Patent Documentation Center is not established or if, any time after the said date, the services provided for in Article II are not, or are no longer, furnished; such denunciation shall become effective 6 months after it has been made.

In witness whereof the Plenipotentiaries have signed the present Agreement and affixed the seals.

Done at Vienna on May 2, 1972, in three originals, in German, English and French, equally binding both parties.

Accord par écrit et par la voie diplomatique, après l'expiration d'un délai de trois ans à compter de son entrée en vigueur.

3) La République d'Autriche pourra, moyennant un préavis de trois mois, dénoncer le présent Accord par écrit et par la voie diplomatique, après l'expiration d'un délai de deux ans à compter de son entrée en vigueur, à moins qu'à cette date il ait été conclu au moins huit accords de coopération avec des offices des brevets, dont quatre avec des offices où, d'après les plus récentes statistiques annuelles publiées par l'Organisation Mondiale de la Propriété Intellectuelle, le nombre des demandes de brevets est supérieur à 30.000. La même faculté sera applicable, moyennant toutefois un préavis de six mois, lorsqu'en raison de l'expiration de tout accord de coopération, ladite condition n'est plus remplie.

4) En ce qui concerne les dispositions de l'alinéa 3), l'Institut international des brevets sera considéré comme un office des brevets.

5) L'Organisation Mondiale de la Propriété Intellectuelle pourra dénoncer le présent Accord par écrit et par la voie diplomatique à compter du 1^{er} janvier 1974 si, à cette date, le Centre international de documentation de brevets n'est pas établi ou si, à toute date ultérieure, les services prévus à l'Article II ne sont pas fournis ou ne le sont plus; cette dénonciation prendra effet à l'expiration d'un délai de six mois à compter de la date à laquelle elle a été effectuée.

En foi de quoi les plenipotentiaires ont signé le présent Accord et l'ont revêtu des sceaux.

Fait à Vienne le 2 mai 1972 en trois originaux, en langues allemande, anglaise et française, faisant également foi pour les deux parties.