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World Intellectual Property Organization

Contents

NOTIFICATIONS CONCERNING TREATIES ADMINISTERED BY WIPO

Nice Agreement. Accession: Guinea.....	266
Locarno Agreement. Accession: Guinea.....	266
Strasbourg Agreement. Accession: Guinea.....	266
Vienna Agreement (International Classification of Figurative Elements of Marks). Accession: Guinea	267
Trademark Law Treaty. Accession: Guinea	267

NOTIFICATIONS CONCERNING THE UPOV CONVENTION

International Convention for the Protection of New Varieties of Plants (UPOV). Accession: Colombia.....	267
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NORMATIVE ACTIVITIES OF WIPO

Committee of Experts on the Patent Law Treaty. Documents prepared for the Second Session (Geneva, June 17 to 21, 1996)	
I. Draft Patent Law Treaty and Draft Regulations.....	268
II. Notes.....	278
Permanent Committee on Industrial Property Information (PCIPI).....	296
PCIPI Working Group on Search Information (PCIPI/SI). Seventeenth Session (Geneva, June 10 to 21, 1996)	296

REGISTRATION SYSTEMS ADMINISTERED BY WIPO

Patent Cooperation Treaty (PCT).....	297
Madrid Union.....	298

[Continued overleaf]

WIPO 1996

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ISSN 1020-2196

WIPO ARBITRATION AND MEDIATION CENTER	299
ACTIVITIES OF WIPO SPECIALLY DESIGNED FOR DEVELOPING COUNTRIES	
Africa	300
Arab Countries	302
Asia and the Pacific	303
Latin America and the Caribbean.....	304
Development Cooperation (in General)	306
WIPO Medals.....	308
ACTIVITIES OF WIPO SPECIALLY DESIGNED FOR COUNTRIES IN TRANSITION TO MARKET ECONOMY	308
CONTACTS OF THE INTERNATIONAL BUREAU OF WIPO WITH OTHER GOVERNMENTS AND WITH INTERNATIONAL ORGANIZATIONS	310
MISCELLANEOUS NEWS	312
RECENT WIPO PUBLICATIONS	312
CALENDAR OF MEETINGS	313

**INDUSTRIAL PROPERTY LAWS AND TREATIES
(INSERT)**

Editor's Note

AUSTRALIA

Patents Act 1990 (No. 83 of 1990, as amended by Act No. 66 of 1991, Acts Nos. 58 and 108 of 1994 and by the Patents (World Trade Organization Amendments) Act 1994) (<i>This text replaces the one previously published under the same code number.</i>)	Text 2-001
Patents (World Trade Organization Amendments) Act 1994 (No. 154 of 1994)	Text 2-002

PERU

Industrial Property Law (Legislative Decree No. 823).....	Text 1-003
---	------------

SWITZERLAND

Federal Law on the Protection of the Topographies of Semiconductor Products (Topographies Law) (of October 9, 1992).....	Text 1-003
Federal Law on the Statute and Tasks of the Federal Institute of Intellectual Property (of March 24, 1995).....	Text 1-004

Federal Law on Industrial Designs (of March 30, 1900, as last amended on December 16, 1994).....	Text 4-001
--	------------

MULTILATERAL TREATIES

Benelux

Benelux Convention Concerning Trademarks (of March 19, 1962) (<i>Replacement sheet</i>).....	Text 3-002
Uniform Benelux Law on Marks (amended by the Protocol of November 10, 1983, the Uniform Benelux Law on Trademarks and by the Protocol of December 2, 1992, amending the Uniform Benelux Law on Marks) (<i>Replacement sheets</i>).....	Text 3-003

COPYRIGHT AND NEIGHBORING RIGHTS LAWS AND TREATIES (INSERT)

Editor's Note

FRANCE

Decree No. 95-406 of April 14, 1995, Implementing Articles L.122-10 to L.122-12 of the Intellectual Property Code with Respect to the Collective Administration of the Right of Reprographic Reproduction.....	Text 4-01
Decree No. 96-103 of February 2, 1996, in Application of Law No. 94-361 of May 10, 1994, Concerning the Legal Protection of Computer Programs and Amending the Intellectual Property Code.....	Text 5-01

GREECE

Copyright, Related Rights and Cultural Matters (Law No. 2121/1993).....	Text 1-01
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JAPAN

Copyright Law (Law No. 48 of May 6, 1970, as amended by Laws No. 49 of May 18, 1978, No. 45 of May 19, 1981, No. 78 of December 2, 1983, No. 23 of May 1, 1984, No. 46 of May 25, 1984, No. 62 of June 14, 1985, No. 64 of May 23, 1986, No. 65 of May 23, 1986, No. 87 of November 1, 1988, No. 43 of June 28, 1989, No. 63 of May 2, 1991, No. 106 of December 16, 1992, No. 89 of November 12, 1993, No. 112 of December 14, 1994, and No. 91 of May 12, 1995) (<i>This text replaces the one previously published under the same code number.</i>).....	Text 1-01
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SWEDEN

Act on Copyright in Literary and Artistic Works (Law No. 729, of December 30, 1960, as last amended by Law No. 1274, of December 7, 1995) (<i>This text replaces the one previously published under the same code number.</i>).....	Text 1-01
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Notifications Concerning Treaties Administered by WIPO

Nice Agreement

Accession

GUINEA

The Government of Guinea deposited, on August 5, 1996, its instrument of accession to the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks of June 15, 1957, as revised at Stockholm on July 14, 1967, and at Geneva on May 13, 1977, and as amended on September 28, 1979.

The Nice Agreement as revised and amended will enter into force, with respect to Guinea, on November 5, 1996.

Nice Notification No. 88, of August 5, 1996.

Locarno Agreement

Accession

GUINEA

The Government of Guinea deposited, on August 5, 1996, its instrument of accession to the Locarno Agreement Establishing an International Classification for Industrial Designs, signed at Locarno on October 8, 1968, as amended on September 28, 1979.

The said Agreement will enter into force, with respect to Guinea, on November 5, 1996.

Locarno Notification No. 39, of August 5, 1996.

Strasbourg Agreement

Accession

GUINEA

The Government of Guinea deposited, on August 5, 1996, its instrument of accession to the Strasbourg Agreement Concerning the International Patent Classification of March 24, 1971, as amended on September 28, 1979.

The said instrument contains the following declarations:

“In accordance with Article 4(4)(i) of the said Agreement, the Government of the Republic of Guinea declares that the Republic of Guinea does not undertake to include the symbols relating to groups or subgroups of the Classification in applications as referred in Article 4(3) of the said Agreement, which are only laid open for public inspection and in notices relating thereto.

In accordance with Article 4(4)(ii) of the said Agreement, the Government of the Republic of Guinea declares that the Republic of Guinea does not undertake to include the symbols relating to groups and sub-groups of the Classification in the documents and notices referred to in Article 4(3) of the said Agreement.” (*Translation*)

The said Agreement will enter into force, with respect to Guinea, on August 5, 1997.

Strasbourg Notification No. 47, of August 5, 1996.

**Vienna Agreement
(International Classification of
Figurative Elements of Marks)**

Accession

GUINEA

The Government of Guinea deposited, on August 5, 1996, its instrument of accession to the Vienna Agreement Establishing an International Classification of the Figurative Elements of Marks, done at Vienna on June 12, 1973, as amended on October 1, 1985.

The said Agreement will enter into force, with respect to Guinea, on November 5, 1996.

Vienna (Classification) Notification No. 10, of August 5, 1996.

Trademark Law Treaty

Accession

GUINEA

The Government of Guinea deposited, on August 5, 1996, its instrument of accession to the Trademark Law Treaty, done at Geneva on October 27, 1994.

The Trademark Law Treaty will enter into force, with respect to Guinea, on November 5, 1996.

TLT Notification No. 9, of August 5, 1996.

Notifications Concerning the UPOV Convention

**International Convention for the
Protection of New Varieties of Plants
(UPOV)**

Accession

COLOMBIA

The Government of Colombia deposited, on August 13, 1996, its instrument of accession to the International Convention for the Protection of New Varieties of Plants of December 2, 1961, as revised at Geneva on November 10, 1972, and on October 23, 1978.

Colombia has not heretofore been a member of the International Union for the Protection of New Varieties of Plants, founded by the said International Convention.

The said International Convention will enter into force, with respect to Colombia, on September 13, 1996. On that date, Colombia will become a member of UPOV.

For the purpose of determining its share in the total amount of the annual contributions to the budget of UPOV, one-fifth (0.2) of one contribution unit is applicable to Colombia.

UPOV Notification No. 53, of August 19, 1996.

Normative Activities of WIPO

Committee of Experts on the Patent Law Treaty

Second Session
Geneva, June 17 to 21, 1996

DRAFT PATENT LAW TREATY AND DRAFT REGULATIONS

prepared by the International Bureau

Introduction

1. The present document contains 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 first session of WIPO's Committee of Experts on the Patent Law Treaty (December 11 to 15, 1995).
2. Notes on the draft Treaty and the draft Regulations (document PLT/CE/II/3) appear after the draft Treaty and draft Regulations.
3. Draft Model International Forms which would be included in the Regulations and Notes on those Forms are contained in document PLT/CE/II/4 [not reproduced here].

PATENT LAW TREATY

List of the Articles of the Draft Treaty

- | | |
|-------------|--|
| Article 1: | Abbreviated Expressions |
| Article 2: | Application |
| Article 3: | Filing Date |
| Article 4: | Representation; Address for Service |
| Article 5: | Signature |
| Article 6: | Unity of Invention |
| Article 7: | Request for Recordal of Change in Name or Address |
| Article 8: | Request for Recordal of Change in Ownership or Change in Inventorship |
| Article 9: | Request for Correction of a Mistake |
| Article 10: | Opportunity to Make Observations, Amendments and Corrections in Case of Intended Refusal |

Article 11: Regulations

List of the Rules of the Draft Regulations

- | | |
|---------|---|
| Rule 1: | Abbreviated Expressions |
| Rule 2: | Details Concerning Names and Addresses |
| Rule 3: | Receipt of Communications |
| Rule 4: | Details Concerning Representation |
| Rule 5: | Details Concerning the Signature |
| Rule 6: | Details Concerning the Requirement of Unity of Invention |
| Rule 7: | Divisional Applications |
| Rule 8: | Manner of Identification of an Application Without Its Application Number |

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 granted by an Office;
- (iv) references to a "person" shall be construed as references to both a natural person and a legal entity;
- (v) "communication" means any application, request, declaration or information which is submitted or transmitted, other than orally, to the Office, whether under this Treaty or not, irrespective of the carrier used for the communication;
- (vi) "records of the Office" means the collection of data maintained by an 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 data recorded in respect of those applications and patents, irrespective of the medium in which such data are 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 in whose name the application is;

(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;

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

(xiii) "Regulations under the Patent Cooperation Treaty" means the Regulations under the Patent Cooperation Treaty, as adopted on June 19, 1970, and amended;

(xiv) "Contracting Party" means any State or intergovernmental organization party to this Treaty;

(xv) references to an "instrument of ratification" shall be construed as including references to instruments of acceptance and approval;

(xvi) "Organization" means the World Intellectual Property Organization;

(xvii) "Director General" means the Director General of the Organization;

(xviii) "Regulations" means the Regulations under this Treaty that are referred to in Article 11.

Article 2 *Application*

(1) [*Contents of an Application*] Any Contracting Party may require that an application contain

- (i) a request, as specified in paragraph (2);
- (ii) a description;
- (iii) one or more claims;
- (iv) drawings referred to in the description or in the claims;

(v) an abstract.

(2) [*Request*] Any Contracting Party may require that the request part of the application contain some or all of the following indications or elements:

- (i) a petition for the granting of a patent;
- (ii) the title of the invention;
- (iii) the name and address of the applicant;
- (iv) the name of a State of which the applicant is a national if he is the national of any State, the name of a State in which the applicant has his domicile, if any, and the name of a State in which the applicant has a real and effective industrial or commercial establishment, if any;
- (v) where the applicant is a legal entity, the legal nature of that legal entity and the State, and, where applicable, the territorial unit within that State, under the law of which the said legal entity has been organized;
- (vi) the name and address of the inventor, provided that, where the applicant is the inventor, the said name and address may be replaced by a statement to that effect;
- (vii) where the applicant is not the inventor, an indication of the basis of the applicant's entitlement to receive the patent applied for;
- (viii) where the applicant has a representative, the name and address of that representative and, where the representative is registered with the Office, the number under which he is so registered;
- (ix) where the applicant has an address for service, such address;
- (x) where the application is a divisional application or is otherwise linked to one or more parent applications, data concerning the parent application or applications;
- (xi) where the application possibly discloses information the disclosure of which requires authorization for security reasons, a statement to that effect;
- (xii) where the applicant wishes to take advantage of the priority of an earlier application, a declaration claiming the priority of that earlier application;
- (xiii) where the application is filed under a treaty providing for the grant of regional patents, the designation of at least one State party to that treaty;
- (xiv) where the applicant wishes to claim that a particular disclosure is non-prejudicial to the patentability of the invention claimed in the application, a declaration to that effect;

[(xivbis) an oath or declaration by the inventor alleging his inventorship;]

(xv) a statement setting forth the prior art references known to the applicant;

(xvi) a signature by the person specified in paragraph (6).

(3) [*Presentation of the Request*] As regards the requirements concerning the presentation of the request part of the application, no Contracting Party shall refuse the application,

(i) where the application is presented in writing on paper, if the request part of the application is presented on a form corresponding to the application Form provided for in the Regulations;

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means ... [reserved].

(4) [*Physical Requirements of the Application*] As regards the physical requirements of the application, no Contracting Party shall refuse the application,

(i) where the application is presented in writing on paper, if it is in conformity with the Regulations under the Patent Cooperation Treaty;

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means ... [reserved].

(5) [*Language*] Any Contracting Party may require that the application be in the language or in one of the languages of or admitted by the Office.

(6) [*Signature*] [(a)] The signature referred to in paragraph (2)(xvi) may be the signature of the applicant or the signature of his representative.

[(b) Notwithstanding subparagraph (a), any Contracting Party may require that the oath or declaration referred to in paragraph (2)(xivbis) be signed by the applicant himself even if he has a representative.]

(7) [*Evidence in Support of Declarations*] (a) Where the application contains a declaration, pursuant to paragraph (2)(xii), that the applicant wishes to take advantage of the priority of an earlier application that had been filed with an Office other than the Office with which the application is filed, any Contracting Party may require that evidence in support of the declaration of priority that may be required pursuant to Article 4 of the Paris Convention be furnished to the Office.

(b) Where the application contains a declaration pursuant to paragraph (2)(xiv), any Contract-

ing Party may require that evidence in support of that declaration, as required by the law of the Contracting Party, be furnished to the Office.

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

(9) [*Prohibition of Other Formal Requirements*] No Contracting Party may demand that formal requirements other than those referred to in paragraphs (1) to (8) be complied with in respect of the application.

(10) [*Evidence*] Any Contracting Party may require that evidence be furnished to the Office in the course of the processing of the application where the Office may reasonably doubt the veracity of any indication or element contained in the application.

Article 3 Filing Date

(1) [*Requirements*] (a) The filing date of the application shall be the date of receipt by the Office of a communication containing the following elements:

(i) an express or implicit indication to the effect that the communication is an application for a patent;

(ii) indications allowing the identity of the applicant to be established;

(iii) a description;

(iv) if the description is not in the language or in one of the languages of or admitted by the Office, an indication to the effect that the application contains a description.

(b) The indications referred to in subparagraph (a)(i) and (ii), and any indication referred to in subparagraph (a)(iv), shall be in the language or in one of the languages of or admitted by the Office, whereas the description referred to in subparagraph (a)(iii) may be in any language.

(2) [*Notification of Applicant*] If the application does not comply with any of the requirements of subparagraph (a), the Office shall promptly notify the applicant.

Article 4 Representation; Address for Service

(1) [*Representatives*] Any Contracting Party may require that any representative appointed for

the purposes of any procedure before the Office be admitted to practice before the Office.

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

(b) Any Contracting Party not requiring representation under subparagraph (a) may require that, for the purposes of any procedure before the Office other than the filing of an application or the payment of any fee,

(i) any applicant, 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, 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, an owner or any other interested person to be represented by a representative before the Office, it may require that the representative be appointed 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.

(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.

(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 or to surrender a patent contain an express indication to that effect.

(d) Where a communication is submitted to the Office by a person who refers to himself in the communication as a representative but where the Office is, at the time of the receipt of the communication, not in possession of the required power

of attorney, the Contracting Party may require that the power of attorney be submitted to the Office within the time limit fixed by the Contracting Party, subject to the minimum time limit prescribed by the Regulations. Any Contracting Party may provide that, where the power of attorney has not been submitted to the Office within the time limit fixed by the Contracting Party, the communication by the said person shall have no effect.

(e) As regards the requirements concerning the presentation and contents of the power of attorney, no Contracting Party shall refuse the power of attorney,

(i) where the power of attorney is presented in writing on paper, if it is presented on a form corresponding to the power of attorney Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means ... [reserved].

(4) [*Language*] Any Contracting Party may require that the power of attorney be in the language or in one of the languages of or admitted by the Office.

(5) [*Reference to Power of Attorney*] 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 a reference to the power of attorney on the basis of which the representative acts.

(6) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (3) to (5) be complied with in respect of the matters dealt with in those paragraphs.

(7) [*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).

Article 5 *Signature*

(1) [*Communication on Paper*] Where a communication to the Office of a Contracting Party is on paper 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;

(iii) may, where the natural person who signs the communication is its national and such person's address is in 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 whose seal is used.

(2) [*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 paragraph (1)(iv), the indication in letters of the name of the natural person 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 certain period, subject to the minimum period prescribed by the Regulations.

(3) [*Communication by Electronic Means Other than Telefacsimile*] Where a Contracting Party allows the transmittal of communications to the Office by electronic means other than telefacsimile, it shall consider the communication signed if the transmittal identifies the sender of the communication by electronic means as prescribed by the Contracting Party.

(4) [*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 the preceding paragraphs.

Article 6

Unity of Invention

(1) [*Requirement of Unity of Invention*] Any Contracting Party may require that the application relate to one invention only or to a group of inventions so linked as to form a single general inventive concept ("requirement of unity of invention").

(2) [*Validity of Patent Not Affected by Lack of Unity of Invention*] Once a patent has been granted, it may not be revoked or invalidated on the ground of non-compliance with the requirement of unity of invention.

Article 7

Request for Recordal of Change in Name or Address

(1) [*Request*] (a) Where there is no change in the person of the applicant or 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 by the Office be made in a communication signed by the applicant or owner or his representative and indicating the number of the application or patent concerned and the change to be recorded. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented on a form corresponding to the Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means ... [reserved].

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

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

(ii) where the applicant or owner has a representative, the name and address of that representative;

(iii) where the applicant or owner has an address for service, such address.

(c) Any Contracting Party may require that the request be in the language or in one of the languages of or admitted by the Office.

(d) Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

(e) 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 (e), 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) [*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) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (3) 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.

(5) [*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.

Article 8

Request for Recordal of Change in Ownership or Change in Inventorship

(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 by the Office 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. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented on a form corresponding to the Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means ... [reserved].

(b) 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 appli-

cant 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:

(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.

(c) 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, such as a copy of an extract from a register of commerce, and that that copy be certified, at the option of the applicant, 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.

(d) 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.

(e) 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 applicant, 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.

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

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

(ii) the name and address of the new applicant or new owner;

(iii) 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;

(iv) where the new applicant or new owner is a legal entity, the legal nature of that legal entity and the State, and, where applicable, the territorial unit within that State, under the law of which the said legal entity has been organized;

(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 the new applicant or new owner has an address for service, such address.

(g) Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

(h) 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)(b)(iii) be in the language or in one of the languages of or admitted by the Office and, if the documents referred to in paragraph (1)(b)(i) and (ii), (c), (d) and (e) are not in the language or in one of the languages of or

admitted by the Office, that the request be accompanied by a translation of the required document in the language or in one of the languages of or admitted by the Office [and that such translation be accompanied by a statement signed by the person who made the translation to the effect that, to the best of that person's knowledge, the translation is complete and faithful].

(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 applicant or his representative, the request shall identify that application as prescribed in the Regulations.

(4) [*Prohibition of Other Requirements*] No Contracting Party may demand that 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) [*Evidence*] Any Contracting Party may require that evidence, or further evidence where paragraph (1)(c) or (e) 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.

(6) [*Request for Recordal of Change in Inventorship*] (a) Where there is a change in the person of the inventor, or of one of the inventors, not resulting from an error, each Contracting Party shall accept that a request for the recordal of the change by the Office be made in a communication signed by the applicant or owner or his representative and indicating the number of the application or patent concerned, the change to be recorded and the grounds for requesting the change

(b) As regards the requirements concerning the presentation of the request, the payment of a fee, changes relating to more than one application or patent, language of the request, unknown application number, prohibition of other requirements and evidence, paragraphs (1)(a), (f)(ii), (g) and (h), (2), (3), (4) and (5) shall apply *mutatis mutandis*.

Article 9

Request for Correction of a Mistake

(1) [*Request*] (a) Each Contracting Party shall accept that the request for the correction of a mistake which was made in an application, or in

any other request communicated to the Office in respect of an application or a patent, and which is reflected in the records of the Office and/or any of its publications, be made in a communication signed by the applicant or 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. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented on a form corresponding to the Form provided for in the Regulations;

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means ... [reserved].

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

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

(ii) where the applicant or owner has a representative, the name and address of that representative;

(iii) where the applicant or owner has an address for service, such address.

(c) Any Contracting Party may require that the request be in the language or in one of the languages of or admitted by the Office.

(d) Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

(e) 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.

(f) Any Contracting Party may require that the request be accompanied by a replacement sheet incorporating the correction or, where subparagraph (e) applies, by such a replacement sheet for each of the applications or patents concerned. In the case of electronic communication ... [reserved].

(2) [*Unknown Application Number*] Notwithstanding paragraph (1)(a) and (e), 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) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) and (2) be complied with in respect of the request referred to in this Article.

(4) [*Evidence*] Any Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt that the alleged mistake is in fact a mistake.

(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) [*Uncorrectable Mistakes*] Notwithstanding paragraphs (1) and (5), no Contracting Party shall be obliged to make any correction which may not be made under its law.

Article 10

Opportunity to Make Observations, Amendments and Corrections in Case of Intended Refusal

An application, a power of attorney under Article 4, a request under Articles 7 to 9, any communication bearing a signature as referred to in Article 5, or any other communication or indication to which the provisions of this Treaty might relate, may not be refused totally or in part by an Office without giving the applicant or the requesting or communicating party, as the case may be, at least one opportunity to make observations on the intended refusal, and to make amendments and corrections, within a reasonable time limit.

Article 11

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

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 a communication to the Office of a Contracting Party is in the name of two or more persons with different addresses, that Contracting Party may require that such communication indicate a single address as the address for correspondence.

(b) 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.

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

(d) Subparagraphs (b) and (c) 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 in the script used by the Office.

Rule 3

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 inter-governmental organization having the power to grant regional patents, or by an official postal service, shall be deemed to constitute receipt of the communication by the Office concerned.

Rule 4

Details Concerning Representation

The time limit referred to in Article 4(3)(d) shall be counted from the date of receipt of the communication referred to in that Article by the Office of the Contracting Party concerned and shall not be less than one month where the address of the person on whose behalf the communication is made is on the territory of that Contracting Party and not less than two months where such an address is outside the territory of that Contracting Party.

Rule 5

Details Concerning the Signature

(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.

(2) [*Communication by Telefacsimile*] The period referred to in Article 5(2)(b) shall not be less than one month from the date of the receipt of a transmittal by telefacsimile.

(3) [*Date*] Any Contracting Party may require that a signature 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.

Rule 6

Details Concerning the Requirement of Unity of Invention

(1) [*Circumstances in Which the Requirement of Unity of Invention Is to Be Considered Fulfilled*] Where a group of inventions is claimed, the requirement of unity of invention shall be fulfilled only when there is a technical relationship among those inventions involving one or more of the same or corresponding special technical features. The expression "special technical features" shall mean those technical features that define a contribution which each of those inventions, considered as a whole, makes over the prior art.

(2) [*Determination of Unity of Invention Not Affected by Manner of Claiming*] The determination whether a group of inventions is so linked as to form a single general inventive concept shall be made without regard to whether the inventions are claimed in separate claims or as alternatives within a single claim.

Rule 7

Divisional Applications

(1) [*Time Limit*] (a) The applicant may file one or more divisional applications at any time up to at least the time when the initial application is in order for grant.

(b) Notwithstanding subparagraph (a), any Contracting Party which establishes a time limit for compliance by the applicant with all requirements for the grant of a patent may provide that no divisional application may be filed during the six months preceding the expiration of that time limit.

(2) [*Priority Documents*] Priority documents and any translations thereof that are submitted to the Office in respect of the initial application shall be considered as having been submitted also in respect of the divisional application or applications.

Rule 8

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 applicant 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, or,

(ii) a reference number given to the application by the applicant or his representative and indicated in the application, along with the name and address of the applicant, 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 applicant or his representative.

NOTES

prepared by the International Bureau

Note on Rule 7

(Divisional Applications)

Note on Rule 8

(Manner of Identification of an Application Without Its Application Number)

Introduction

The present document contains Notes on the draft Treaty and the draft Regulations contained in document PLT/CE/II/2.

I. Notes on the Draft Treaty

Note on Article I
(Abbreviated Expressions)

CONTENTS**I. NOTES ON THE DRAFT TREATY**

- Note on Article 1 (Abbreviated Expressions)
- Note on Article 2 (Application)
- Note on Article 3 (Filing Date)
- Note on Article 4 (Representation; Address for Service)
- Note on Article 5 (Signature)
- Note on Article 6 (Unity of Invention)
- Note on Article 7 (Request for Recordal of Change in Name or Address)
- Note on Article 8 (Request for Recordal of Change in Ownership or Change in Inventorship)
- Note on Article 9 (Request for Correction of a Mistake)
- Note on Article 10 (Opportunity to Make Observations, Amendments and Corrections in Case of Intended Refusal)
- Note on Article 11 (Regulations)

1.01 *Items (i) to (iii).* These items seem to be self-explanatory.

1.02 *Item (iv).* Neither the Treaty nor the Regulations contains a definition of what constitutes a legal entity. This is left to the applicable law of the Contracting Party where patent protection is sought.

1.03 *Item (v).* The term “communication” refers to both written and electronically transmitted documents. It excludes oral statements, either in person or telephonically.

1.04 *Item (vi).* The term “records of the Office” is used in the definitions of “recordal” (item (vii)), “applicant” (item (viii)) and “owner” (item (ix)), and in defining mistakes for the purposes of requesting correction (Article 9(1)(a)). The term refers to the collection of all data maintained or recorded by an Office in respect of applications filed and patents granted by that Office or by another authority with effect for the Contracting Party concerned, for example, data maintained by a Contracting State to the European Patent Convention in respect of European patents granted by the European Patent Office designating that Contracting State, irrespective of whether the European Patent Organisation is a Contracting Party. This provision is important for Articles 7 and 8. The term “records of the Office” also includes the texts of such applications (description, claims, abstract, drawings, etc.), as well as any amendments or corrections requested or made. Data concerning both applications and patents are included, since certain changes (concerning, for example, a change in a name or address, a change in ownership or the correction of a mistake) could apply equally to pending applications and to granted patents.

II. NOTES ON THE DRAFT REGULATIONS

- Note on Rule 1 (Abbreviated Expressions)
- Note on Rule 2 (Details Concerning Names and Addresses)
- Note on Rule 3 (Receipt of Communications)
- Note on Rule 4 (Details Concerning Representation)
- Note on Rule 5 (Details Concerning the Signature)
- Note on Rule 6 (Details Concerning the Requirement of Unity of Invention)

1.05 *Item (vii)*. The term “recordal” refers to any act of including data in the records of the Office, regardless of the means used for including such data or the medium in which the data are recorded or stored.

1.06 *Items (viii) and (ix)*. Where the applicable law of a Contracting Party provides that several persons may jointly be applicants or owners, the words “applicant” and “owner” must be construed as including “applicants” and “owners.” These items are intended to link the obligations concerning applicants and patent owners to the persons that are indicated as such in the records of the Office, rather than to the persons that might have legal claims of ownership or other rights outside of the context of those records. This is because the Office cannot reasonably be expected to undertake actions concerning persons which are not listed in its records, nor to act on the basis of legal claims and titles outside of its knowledge. In the case of transfer of ownership (see Article 8), during the period of time between the actual legal transfer and recordal of the change in ownership, the transferor continues to be referred to in the Treaty as the “applicant” or “owner” (that is, the person whom the records of the Office show as the applicant or owner), and the transferee is referred to as the “new applicant” or “new owner” (see Article 8(1)). Once recordal of the change in ownership has taken place, the transferee becomes the “applicant” or “owner” (since he is now the person whom the records of the Office show as the applicant or owner).

1.07 *Item (x)*. The term “representative” refers to any lawyer, agent or other person, or to any firm or partnership, that can be a representative under the law applicable to the Office. Each Office is free to restrict representation to representatives admitted to practice before it, for example, to registered patent attorneys (see Article 4(1)). Questions regarding the name of the representative are regulated by Rule 2(1)(b).

1.08 *Items (xi) to (xviii)*. These items seem to be self-explanatory.

Note on Article 2
(Application)

2.01 *Paragraph (1)*. This paragraph contains a list of elements which may be required in respect of an application. This list, as follows from paragraph (9), is exhaustive.

2.02 *Item (i)*. It is intended that the form and content of the request part of the application, which is the portion of the application which addresses formalities rather than substantive disclosure, be harmonized as far as possible under the Treaty. A draft Model International Form (Form No. 1) for the request part of an application is included in the draft Regulations, and a maximum list of allowable indications or elements is defined in paragraph (2).

2.03 *Item (ii)*. Requirements concerning the adequacy of the disclosure are not included in this item. Genetic sequence listings, references to deposits of microorganisms, computer program listings, as well as an indication of the best mode for carrying out the invention, may be included in the description and may even be required to be included, but this would be a substantive and not a formal requirement.

2.04 *Item (iii)*. Requirements concerning the form and interpretation of the claims are not included in this item. A requirement concerning an indication of the number of claims is also not included as the sanction for failure to provide such an indication, namely the rejection of the application, would be too severe.

2.05 *Item (iv)*. The maximum allowable formal requirement concerning drawings would, under this item, be that, where they are referred to in the description or in the claims, the Office may require that they be included in the application. It is understood that an applicant could, at his discretion, file drawings where they are not referred to in the description or in the claims. Where drawings would be necessary for the understanding of the invention but the application does not contain drawings, the Office may require the furnishing of such drawings, but this would be a substantive—and not a formal—requirement.

2.06 *Item (v)*. Requirements concerning the form of the abstract are not included in this item.

2.07 *Paragraph (2)*. This paragraph contains a list of indications and elements which may be required in respect of the request part of the application. This list, as follows from paragraph (9), is exhaustive.

2.08 *Item (i)*. The wording of this item means that an Office can consider that an application

which does not contain an express petition for the granting of a patent is defective. Such a case could not occur where the application is made on a Form prepared in accordance with the Regulations since such a Form contains an express petition for the granting of a patent.

2.09 *Item (ii)*. Where a title is required by a Contracting Party, the title should be the title of the invention that the applicant would wish to appear on the issued patent, and should, if possible, be the same for corresponding applications (for example, in a priority application and the later application claiming its priority, if the applications are identical).

2.10 *Item (iii)*. The details concerning the indication of the name and address of the applicant are specified in the Regulations (see Rule 2(1)(a) and (2)).

2.11 *Item (iv)*. The indication of a State of nationality, of a State of domicile and of a State of real and effective industrial or commercial establishment may be relevant for the application of international treaties (see, for example, Articles 2 and 3 of the Paris Convention). It follows from the introductory phrase of paragraph (2) that a Contracting Party need not require the indication of all three such States (even if their indication would be possible); a Contracting Party may require two, one, or even none. As regards the term “domicile” in respect of legal entities, its interpretation is left to the Contracting Parties; that term could mean, for example, the place of the legal headquarters of the entity, or the principal place of business of the entity.

2.12 *Item (v)*. Where, in a State, a legal entity may be constituted under the particular law of a territorial unit existing within such State, the name of that territorial unit may be required. Thus, a Contracting Party may require the indication of both the name of the State and, where applicable, the name of the territorial unit within that State (for example, “United States of America, California”).

2.13 *Item (vi)*. The details concerning the indication of the name and address of the inventor are specified in the Regulations (see Rule 2(1)(a) and (2)). The last part of this item is inspired by Rule 4.6(b) of the Regulations under the Patent Cooperation Treaty (PCT).

2.14 *Item (vii)*. The basis of the applicant’s entitlement to receive the patent could be, for example, the fact that the applicant is the inventor’s employer, the inventor’s assignee or the inventor’s heir.

2.15 *Item (viii)*. The details concerning the indication of the name and address of the representative are specified in the Regulations (see Rule 2(1) and (2)). The representative can be a natural person, a legal entity, firm or a partnership (see Article 1(x)).

2.16 *Item (ix)*. The details concerning the indication of an address for service are specified in the Regulations (see Rule 2(2)(b), (c) and (d)).

2.17 *Items (x) and (xi)*. These provisions are self-explanatory.

2.18 *Item (xii)*. This item does not affect the rules concerning the case where the priority is claimed subsequent to the filing of the application, a possibility which is allowed under Article 4D(1) of the Paris Convention. Paragraph (7)(a) allows for the possibility in certain cases of asking, subsequent to the filing of the application, for proof under Article 4D(3) and (5) of the Paris Convention.

2.19 *Item (xiii)*. This provision would apply, for example, to applications filed under the European Patent Convention.

2.20 *Item (xiv)*. This item would apply, for example, where a Contracting Party provides a grace period for disclosures of the inventor and requires, as part of the application, a declaration enumerating the disclosures that had been made, or where the temporary protection referred to in Article 11 of the Paris Convention is to be invoked in the application. Its inclusion in Article 2(2) does not mean, however, that a Contracting Party is prevented from allowing the benefit of such protection to be invoked at a later stage. Paragraph (7)(b) allows for the possibility of requiring, in either of these circumstances (see, in particular, Article 11(3) of the Paris Convention), the submission of documentary evidence. This provision also enables an applicant to take advantage of temporary protection resulting from the presentation of goods in an exhibition other than an official or officially recognized international exhibition

(such as a national exhibition) if the law of the Contracting Party provides for such a possibility. It should be noted that only some countries provide for a grace period for all kinds of pre-filing-date disclosures, and that only a few countries require a declaration of such disclosures in the application.

[2.20bis *Item (xivbis)*. This provision is presented in brackets because it is hoped that it will not be necessary to include this provision into the Treaty.]

2.21 *Item (xv)*. This provision permits a Contracting Party to require an applicant to state all prior art references of which the applicant is aware.

2.22 *Item (xvi)*. The “person specified in paragraph (6)” is the applicant or his representative.

2.23 *Paragraph (3)*. This provision, which deals with the presentation of the request part of the application, appears also with a similar wording in other Articles of the Treaty (in Article 4(3)(e) as regards a power of attorney, in Article 7(1)(a) in respect of a request for the recordal of a change in a name or address, in Article 8(1)(a) as regards a request for the recordal of a change in ownership, in Article 9(1)(a) in respect of a request for the correction of a mistake). In all cases, the provision relates only to acceptance or refusal of an application, request or other communication on formal grounds. No obligation concerning acceptance or refusal on substantive grounds is implied. It should be noted that, while a Contracting Party is obliged to accept a form corresponding to each of the Forms contained in the Regulations, an applicant is free to use any other form acceptable to the Contracting Party.

2.24 *Paragraph (3)(i)* The phrase “corresponding to the application Form provided for in the Regulations” implies that the actual form submitted to the Office must conform to the language requirements as stated in paragraph (5). The Model International Form contained in the Regulations (Form No. 1) will be prepared in the languages of the Treaty (namely, English, Arabic, Chinese, French, Russian and Spanish). The relevant language version of the Model International Form may be used as such (where a Contracting Party allows one of the languages of the Treaty), or in a translation into the

language or into one of the languages of or admitted by a Contracting Party.

2.25 *Paragraph (3)(ii)*. As regards signature of communications by telefacsimile and by other electronic means, see Article 5(2) and (3). This provision will be completed after further study.

2.26 *Paragraph (4)*. The Regulations under the Patent Cooperation Treaty define the physical requirements which must be accepted by the Office of a Contracting Party. In particular, Rules 11.2 to 11.13 concern fitness for reproduction, material to be used, separate sheets, size of sheets, margins, numbering of sheets, numbering of lines, writing of text matter, drawings, formulae and tables in text matter, words in drawings and alterations. *Item (ii)* will be completed after further study.

2.27 *Paragraph (5)*. This provision does not allow a Contracting Party to refuse a bilingual application Form where one of the languages used on the Form is a language of or admitted by that Contracting Party. However, in such a situation, the applicant would not be able to rely on the data presented in the language of the Form which is not a language of or admitted by the Contracting Party. The term “language or one of the languages of or admitted by the Office” refers, where no explicit language requirement exists, to the practice of an Office.

2.28 *Paragraph (6)[(a)]*. The brackets around the “(a)” are required because of the brackets around subparagraph (b). Paragraph (2)(xvi) allows a Contracting Party to require that the application be signed, whereas paragraph (6)[(a)] specifies that, where the Contracting Party requires a signature, the applicant may, if he has a representative, choose either to sign the application himself or to have his representative sign it. It should be understood that, where the applicant is a legal entity, the application, if it is not signed by a representative, will be signed on behalf of, rather than by, the applicant (see Rule 5(1)). The question as to whether a person is lawfully authorized or empowered to sign on behalf of a legal entity is to be determined in accordance with the national (or regional) law applicable to that entity.

[2.28bis *Paragraph (6)(b)*. This subparagraph is in brackets because of the brackets around

item (*xivbis*) of paragraph (2). If a Contracting Party requires that an oath or declaration be signed, it may not require certification of the signature (see Article 5(4).]

2.29 As regards the case where the application is signed by a representative, Article 4(3)(d) allows the Contracting Party concerned to require that the document appointing the representative be submitted to its Office within the time limit fixed by the Contracting Party, subject to the minimum time limit fixed in Rule 4.

2.30 *Paragraph (7)(a) and (b)*. Where an application contains a declaration claiming the priority of an earlier application, or the non-prejudicial nature of a prior disclosure, as provided for by paragraph (2)(xii) or (xiv), respectively, a Contracting Party may require that evidence in support of those declarations be furnished to the Office. This paragraph is not controlling as to whether such evidence can or must be submitted at the time of filing. It should be noted that, in the case of a claim for priority, Article 4D(3) of the Paris Convention provides that the certified copy of the application previously filed may be furnished, without fee, at any time within three months of filing the subsequent application, and that it may be furnished even later if allowed by national law. Paragraph (7)(a), in conjunction with paragraph (9), is intended to prohibit a Contracting Party from requiring submission of a copy or a certified copy of a priority application where the priority application had been filed with the same Office in which the later application is filed, that is, where the priority application already exists in the files of the Office.

2.31 *Paragraph (8)*. In addition to the fee to be paid in respect of the application, there may be separate fees for the publication of the application and the granting of the patent. However, it is also possible (and compatible with the Treaty) to combine those fees and require payment of such a combined fee at the time of filing the application (which may nevertheless be called “application fee” because it is to be paid at the time of filing the application).

2.32 *Paragraph (9)*. This paragraph establishes the exhaustive character of the list of requirements under paragraphs (1) to (8), not only at the time of filing of the application, but also throughout the

application stage (ending with the grant or refusal of the patent), always subject, naturally, to the possibility of requiring the furnishing of evidence under paragraph (10). It should, however, be understood that paragraph (9) does not preclude a Contracting Party from allowing the inclusion of additional optional information in an application, such as an internal file number of the applicant or representative, a request for a possible refund of fees and an address for the refund or an indication of which drawing to publish with the abstract, or from requiring, where necessary, during the examination of an application, documents concerning the ability of a certain person (such as a minor or a person under tutelage) to file the application.

2.33 Examples of requirements that would be prohibited under paragraph (9) could be, for example, further requirements concerning the identification of the applicant such as his fiscal identification number, or a requirement to furnish, where the applicant is a legal entity, a document evidencing that the person signing on behalf of that legal entity is a duly authorized officer thereof (such evidence could, however, be required in case of doubt, pursuant to paragraph (10)).

2.34 *Paragraph (10)*. This provision does not relate to the correction of mistakes, but to cases where the Office believes that an indication or an element under any of paragraphs (1) to (8) is not true. Evidence may be required whenever the application contains an allegation the veracity of which is doubtful. This applies even in the case of an allegation which is not required to be made under the law of the Contracting Party concerned. In the case of an allegation which is required to be made under that law, the provision of paragraph (10) constitutes an exception to the prohibition contained in paragraph (9). Such would be the case, for example, where the applicant claims the benefit of Article 3 of the Paris Convention but there is doubt as to the veracity of the applicant’s allegations as to his domicile, etc. Concerning the case where the authenticity of a signature in the application is in doubt, the applicant may be required to furnish evidence of that authenticity (which he could do by furnishing evidence which he believes to be convincing or, if the Office is still in reasonable doubt, by furnishing certification (see also Note 5.06)).

Note on Article 3
(Filing Date)

3.01 Article 3 sets an international standard for the granting of a filing date. In that respect, Article 3 is different from other provisions of the Treaty, such as Article 2, which establish a maximum list of allowed requirements. The international filing date standard is useful, in particular, for two situations, namely for an application whose priority is claimed under Article 4 of the Paris Convention and for an application in respect of which such priority is claimed. In respect of the first situation (first filing), Article 3 guarantees that priority can be claimed on the basis of any application which fulfills the international filing date standard and can only be claimed on the basis of such an application. It also guarantees that the filing date of such an application (and therefore the priority date) would not be subsequently lost, for example, by failure to pay fees; however, an Office may still require payment of a fee for the furnishing of a certified copy of the application to serve as a priority document. In respect of the second situation (subsequent filing), Article 3 guarantees that the applicant will be able to meet the 12-month time limit under Article 4C(1) of the Paris Convention by filing an application which complies with the international filing date standard.

3.02 *Paragraph (1)(a)(iii)*. For the purpose of determining whether a filing date should be accorded, the Office will only establish whether the communication contains something that, on the face of it, appears to constitute a description. The question of whether the description satisfies the substantive requirements for the grant of a patent is not relevant to this determination.

3.03 *Paragraph (1)(a)(iv)*. This indication could, for example, consist of the words "Description of the Invention."

3.04 *Paragraph (1)(b)*. As regards the term "language or one of the languages of or admitted by the Office," see Note 2.27.

3.05 *Paragraph (2)*. This paragraph seems to be self-explanatory.

Note on Article 4
(Representation; Address for Service)

4.01 The term "representative" is defined in Article 1(x). Article 4 typically applies to patent agents and attorneys "in private practice." This Article relates only to the appointment itself and to the possible limitation of the appointment, but does not deal with the termination of the appointment. In the latter respect, and in respect of any other matter relating to representation which is not covered by the Treaty, a Contracting Party will be free to establish whatever rules it wishes to establish. For example, a Contracting Party may provide that the appointment of a new representative terminates the appointment of all previous representatives unless otherwise indicated in the power of attorney. Or, a Contracting Party may allow sub-representation and, if that is the case, require that, where the power of a representative extends to the appointment of one or more subrepresentatives, the power of attorney expressly authorize a representative to appoint such sub-representatives.

4.02 *Paragraph (1)*. Under this provision, a Contracting Party is allowed to require that the appointed representative be a person, for example, a registered patent attorney, who is admitted to practice before the Office. A Contracting Party, however, may have a less strict requirement and may, for example, merely require the appointed representative to have a permanent address on its territory.

4.03 *Paragraph (2)(a)*. This requirement may apply even where the applicant or owner, or, in the case of a transfer of the application or the patent, the new applicant or new owner, is a national of the Contracting Party concerned or has a domicile or an establishment in the territory of that Contracting Party. Thus, the effect of the Treaty in a Contracting Party is not limited to situations involving applicants or owners from other Contracting Parties but extends to all situations, in order to achieve the highest possible degree of harmonization. However, representation may not be required for the filing of an application or the payment of any fee.

4.04 *Paragraph (2)(b)*. The laws of some countries do not require that a representative be appointed before their Offices even where the applicant or owner, or, in the case of change in ownership, the new applicant or new owner (see Article 8(1)(a)), has neither a domicile nor a real and effective industrial or commercial establishment on the territory of the country concerned. The laws of some of those countries, however, require that an address for service in their territory be provided, and this is expressly permitted by the Treaty, except that such requirement may not be applied for the filing of an application or the payment of any fee. Where the applicant, owner or other interested person has a domicile or a real and effective industrial or commercial establishment in the country concerned, a Contracting Party may require him, at his option, to indicate the address of that domicile or establishment as his address or provide an address for service. This is deemed necessary since the rationale for exempting a person with a domicile or establishment on the territory of the Contracting Party from the requirement of having an address for service on that territory would be defeated if he indicated, for example, a post office box as his address.

4.05 *Paragraph (3)(a)*. It follows from this paragraph that a Contracting Party may refuse the appointment of a representative made by a communication other than a power of attorney, for example, a statement in the application itself or in the request itself for recordal of a change or of a correction (since the communication may be required to be separate). Under this provision, a Contracting Party is not precluded from accepting a power of attorney contained in the application, or in the request for recordal of a change or of a correction. The reference, in this provision, to “any other interested person” covers, for example, a petitioner for revocation of a patent.

4.06 *Paragraph (3)(b)*. This provision puts an obligation on Contracting Parties to accept a single power of attorney in respect of several applications, several patents or both applications and patents of the same person. Contracting Parties must also accept what is sometimes referred to as a “general power of attorney,” that is, a power of attorney that relates to all existing and future applications and/or patents of the same person. In respect of the latter type of power of attorney, to which the words “subject to any exception indi-

cated by the appointing person” relate, a Contracting Party must allow the person making the appointment to indicate possible exceptions in the power of attorney itself (for example, appointment only for future applications and patents), or to make exceptions at a later time.

4.07 Article 4 does not regulate further details of the so-called “general power of attorney.” For example, each Contracting Party is free to allow that several representatives be appointed in such a power of attorney or that several of those powers of attorney, each relating to different representatives, be made by the same person.

4.08 *Paragraph (3)(c)*. An applicant or owner could appoint a representative in respect of certain matters (for example, filing of applications) and appoint another representative in respect of other matters (for example, treatment of objections and oppositions). To the extent that representation is required in accordance with paragraph (2)(a), any Contracting Party may provide that a limitation of the powers of a representative shall be valid only if one or more additional representatives are appointed to comply with paragraph (2)(a). The possibility for a Contracting Party to require that the right for a representative to withdraw an application or surrender a patent be expressly mentioned in the power of attorney is justified in view of the particularly important consequences of such acts.

4.09 *Paragraph (3)(d)*. Rule 4 of the Regulations contains the details in respect of the period referred to in this provision.

4.10 *Paragraph (3)(e)*. As regards the presentation of the power of attorney, reference is made to the Notes relating to the presentation of the request part of the application under Article 2(3) (Notes 2.23 to 2.25). The Regulations contain a Model International Form (Form No. 2) for the power of attorney.

4.11 *Paragraph (4)*. Reference is made to the Notes under Article 2(5) (see Note 2.27).

4.12 *Paragraph (5)*. This provision seems to be self-explanatory.

4.13 *Paragraph (6)*. This paragraph establishes the exhaustive character of the list of re-

quirements under paragraphs (3) to (5) with respect to the matter of representation as covered by the Treaty, subject, naturally, to the possibility of requiring the furnishing of evidence under paragraph (7).

5.14 *Paragraph (7)*. This provision relates to the situation where the power of attorney contains an allegation the veracity of which is doubtful. This applies even in the case of an allegation which is not required to be made under the law of the Contracting Party concerned. In the case of an allegation which is required to be made under that law, the provision of paragraph (7) constitutes an exception to the prohibition contained in paragraph (6).

Note on Article 5
(Signature)

5.01 Article 5 applies whenever a signature is required, whether such requirement is mentioned in the Treaty or follows only from the national (or regional) law.

5.02 *Paragraph (1)*. This paragraph seems to be self-explanatory.

5.03 *Paragraph (2)(a)*. The phrase "the printout produced by the telefacsimile" includes, where no actual printout is made in a given case, the printout that could have been made by the Office as a result of the transmission.

5.04 *Paragraph (2)(b)*. Rule 5(2) of the Regulations contains the details in respect of the period referred to in this provision.

5.05 *Paragraph (3)*. An example of "electronic means other than telefacsimile" would be direct (on-line) electronic communication between computers.

5.06 *Paragraph (4)*. This provision also applies in case of withdrawal of an application or surrender of a patent. In case of reasonable doubt as to the authenticity of the signature, the Office may require the applicant/requestor to furnish evidence of authenticity (which the applicant/requestor could do by furnishing evidence which he believes to be convincing or, if the Office is still in reasonable doubt, by furnishing a certification (see also Note 2.34)).

Note on Article 6
(Unity of Invention)

6.01 This article is modeled after Article 5 of the basic proposal submitted to the 1991 Diplomatic Conference at The Hague (see documents PLT/DC/3 and 69), except that the said basic proposal was intended to establish a standard whereas the provisions of Article 6 only apply where a Contracting Party provides for the requirement of unity of invention. The following paragraphs reproduce the explanations on the said former Article 5 contained in document PLT/DC/5 (Note 5.01 to 5.04).

6.02 *Paragraph (1)*. It is to be noted that Rules 6 and 7 contain further details concerning the requirement of unity of invention.

6.03 *Paragraph (2)*. The essential purpose of the requirement of unity of invention is to facilitate the administration and the search of applications. Accordingly, paragraph (2) provides that, while paragraph (1) requires that applications must conform to the requirement of unity of invention, if a patent happens to be granted on an application that does not comply with that requirement, the failure to comply with the requirement of unity of invention cannot be the ground for the invalidation or revocation of the patent. In other words, and as already stated, since the purpose of the requirement of unity of invention is to facilitate the administration and the search of applications, failure to comply with the requirement can and needs only be redressed at the application stage. At that stage, the sanction for non-compliance is the refusal of the grant of a patent unless the application is restricted through the elimination of certain claimed subject matter. The subject matter so eliminated may then be included in one or more "divisional" applications.

6.04 An objection of lack of unity should only be made when lack of unity seriously disturbs the procedure and, if made, it should be made as soon as possible, that is, normally at the latest at the stage of the first examination based on the prior art. At a later stage of procedure, it should not be raised unless as a consequence of amendment of claims or for other clearly justified reasons.

6.05 Occasionally, in cases of lack of unity of invention, particularly if noted only after assess-

ment of the prior art, the examiner will be able to make a complete search and examination for both or all inventions with negligible additional work, in particular when the inventions are conceptually very close and none of them requires search in separate classification units. It is understood that, in those cases, the search and examination for the additional invention(s) should be completed in respect of the whole application, and no objection of lack of unity of invention should be raised.

6.06 It may have to be examined whether the principle expressed in Article 6(2) should not apply also to the formalities referred to in Article 2(1)(v), (2)(i), (ii), (iv), (v), (vi), (vii), (viii), (ix), (x), (xi), (xii), (xiv), [(xivbis)], (xv) and (xvi), (3)(i) and (ii), (4)(i) and (ii), (6)[(a) and (b)], 7(a) and (b) and (8).

Note on Article 7
(Request for Recordal of Change in
Name or Address)

7.01 The procedure concerning requests for recordal of changes in names or addresses under Article 7 is standardized for applicants and owners.

7.02 *Paragraph (1)(a)*. It follows from the wording of this paragraph that a Contracting Party may refuse a request made by oral communication. It is also clear that this Article applies to changes in names, changes in addresses and changes in both names and addresses.

7.03 As regards the presentation of the request, reference is made to the Notes under Article 2(3) (Notes 2.23 to 2.25). The Regulations contain a Model International Form (Form No. 3) for the request for recordal of a change in name or address.

7.04 *Paragraph (1)(b), item (i)*. The name and address referred to in this item must be that which is reflected in the records of the Office concerned. If that is not the case, the Office can require either the furnishing of evidence under paragraph (5) or that another change be recorded beforehand. For example, where the residence of the applicant or owner appears in the records of the Office as being "City X" and the request for the recordal of the change in the name indicates "City Y" as the applicant's or owner's residence,

the Office concerned may refuse the request as long as a separate request for recordal of a change in address from "City X" to "City Y" has not been submitted.

7.05 *Items (ii) and (iii)*. These items seem to be self-explanatory.

7.06 *Paragraph (1)(c)*. Reference is made to the Note under Article 2(5) (see Note 2.27). Where the request is filed in a language other than that of or admitted by the Office, a Contracting Party is permitted to reject the request, but it is understood that the request could be re-filed in the proper language with no loss of rights.

7.07 *Paragraph (1)(d)*. The amount of the fee could differ depending on the number of the patents or applications involved (see paragraph (1)(e)).

7.08 *Paragraph (1)(e)*. The procedure under this Article is the same whether the requested change concerns one or more applications, one or more patents, or a combination of one or more applications and one or more patents, provided that all of the relevant application and patent numbers are provided. Where a single request relates to both patents and applications, and a Contracting Party treats changes concerning patents and changes concerning applications in a different manner from the computerization or administrative viewpoint, that Contracting Party could meet its requirements by making copies of the request.

7.09 *Paragraph (2)*. Rule 8 of the Regulations contains the details for identifying an application whose application number is not known, as referred to in this paragraph.

7.10 *Paragraph (3)*. While Model International Forms are not provided for requests for recordal of a change in the name or address of a representative or of a change in the address for service, the Model International Form (Form No. 3) for the request for recordal of a change in name or address may be used with appropriate alterations.

7.11 *Paragraph (4)* establishes the exhaustive character of the list of requirements under paragraphs (1) to (3). One of the requirements which would be prohibited is the requirement of the furnishing of a certified copy of the recordal of the

change in the register of companies as a condition for the recordal of the change in the records of the Office.

7.12 *Paragraph (5)*. This provision would enable Contracting Parties to require evidence, for example, in the case of a change in both name and address where there is a doubt as to whether such change is not in fact a disguised change in ownership.

Note on Article 8

(Request for Recordal of Change in Ownership or Change in Inventorship)

8.01 The procedure concerning requests for recordal of changes in ownership under Article 8 is standardized for applicants and owners. It is to be noted that this Article deals with the procedures which should be fulfilled before a Patent Office and not before any other authorities of a country, for example, the fiscal authorities.

8.02 It is also to be noted that, where an applicant or owner intends to request the recordal of a change in ownership by one of the means provided for in this Article, no Contracting Party may require more than what is provided in Article 8. On the other hand, if a person intends to request the recordal of a change in ownership in a Contracting Party by means other than those covered by Article 8 but admitted by that Contracting Party, the latter is entitled to require that the request comply with all the requirements applicable under its law to such means (which requirements may be stricter than those provided for in Article 8).

8.03 *Paragraph (1)(a)*. It follows from the wording of this paragraph that a Contracting Party may refuse a request made by oral communication.

8.04 As regards the presentation of the request, reference is made to the Notes under Article 2(3) (Notes 2.23 to 2.25). The Regulations contain a Model International Form (Form No. 4) for the request for recordal of a change in ownership.

8.05 *Paragraph (1)(b) to (e)* distinguishes among a change in ownership which results from a contract (assignment, etc.), a change in ownership which results from a merger and a change in own-

ership which results from operation of law or from a court decision (inheritance, bankruptcy, etc.).

8.06 *Paragraph (1)(b)* relates to any change in ownership which results from a contract. Where recordal of the change in ownership is requested by the new applicant or the new owner, any Contracting Party may require that the request indicate the fact that the change in ownership results from a contract and that the request be accompanied by a document evidencing the change in ownership. However, where recordal is requested by the applicant or owner himself, that indication and such a document may not be required. It is presumed, in such a case of voluntary transfer, that the applicant or owner would not request recordal of a change in ownership which had not in fact occurred, since that would be against his own interest.

8.07 *Items (i) to (iii)*. These items list three different documents which, alternatively, may serve as evidence of a transfer of ownership resulting from a contract. Where a Contracting Party requires that the request be accompanied by one of these documents, it must accept any one of the three documents listed. It is up to the requesting party to choose one of them to accompany his request.

8.08 *Items (i) and (ii)*. Where the requesting party chooses to furnish a copy of the contract or an extract of the contract as provided in these items, a Contracting Party is free to require that the copy or the extract be certified, including by any representative admitted before the Office. It shall be the choice of the applicant as to who (a representative, a notary public or another competent public authority) certifies the relevant document.

8.09 *Item (iii)*. Where the requesting party chooses to furnish a certificate of transfer as provided in this item, a Contracting Party may not require that this certificate be the subject of any form of certification. One of the important points in respect of a certificate of transfer is that it must be signed by both the applicant and the new applicant, or both the owner and the new owner, and cannot be signed by representatives. The Regulations contain a Model International Form (Form No. 5) for a certificate of transfer.

8.10 *Paragraph (1)(c)* relates to any change in ownership which results from a merger, or from the reorganization or division of a legal entity. Any Contracting Party may require that the request indicate the fact that the change in ownership results from a merger, or from the reorganization or division of a legal entity and that the request be accompanied by a copy of a document evidencing that fact. This document must originate from the competent authority. It may, for example, be an extract from a register of commerce. It need not be signed by the applicant and the new applicant, or the owner and the new owner. The Contracting Party may only require that a copy of the document be furnished; it may not require the original of the document. On the other hand, it may require that the copy be certified, including by any representative admitted before the Office, at the option of the applicant.

8.11 *Paragraph (1)(d)*. Where a co-applicant or co-owner transfers his share in an application or patent, he may, under the applicable law, need the consent of any other co-applicant or co-owner to obtain recordal of the change in ownership. The Treaty allows Contracting Parties to require the furnishing of a document in which the said consent is given. However, the use of the words “any Contracting Party may require” makes it clear that a Contracting Party could, for example, be satisfied if the request for the recordal of the change in ownership is signed by a representative of the co-applicants or co-owners if the latter had appointed him to represent them.

8.12 *Paragraph (1)(e)* relates to any change in ownership which does not result from a contract, from a merger, or from the reorganization or division of a legal entity. In such a case, the Contracting Party may require that the request indicate the actual ground for the change in ownership, and that the request be accompanied by a copy of any document which it deems appropriate to evidence the change. Although the Contracting Party may not require that the original of such a document be furnished, it may, however, require that the copy emanate from the authority which issued the document or that it be certified, including by any representative admitted before the Office, at the option of the applicant.

8.13 It follows from Article 5(4) that no Contracting Party may require that any signature appearing in the request (paragraph (1)(a)) or in any

document accompanying the request (paragraphs (1)(b) to (e)) be the subject of any kind of certification.

8.14 *Paragraph (1)(f)*. As regards item (iv), reference is made to the explanations given under Article 2(2)(a)(v) (see Note 2.12).

8.15 *Paragraph (1)(g)*. Reference is made to the explanations given under Article 7(1)(d) (see Note 7.07).

8.16 *Paragraph (1)(h)*. Reference is made to the explanations given under Article 7(1)(e) (see Note 7.08).

8.17 *Paragraph (2)*. Reference is made to the explanations given under Article 2(5) (see Note 2.27). A Contracting Party may require that the documentary evidence submitted in support of recordal of a change in ownership be translated into one of the languages of or admitted by the Office. It may also, if the words appearing within brackets are maintained, require that the translation be accompanied by a statement signed by the person who made the translation acknowledging the completeness and faithfulness of the translation; however, it is questionable whether such a statement, called “verification” in some countries, really serves a useful purpose, for example, where the translator is not an officially recognized translator with a reputation to defend.

8.18 *Paragraph (3)*. Rule 8 of the Regulations contains the details for identifying an application whose application number is not known, as referred to in this paragraph.

8.19 *Paragraph (4)*. This paragraph establishes the exhaustive character of the list of requirements under paragraphs (1) to (3) with respect to a request for the recordal of a change in ownership, always subject, naturally, to the possibility of requiring the furnishing of evidence under paragraph (5). An example of a prohibited requirement could be making the admissibility of the request dependent on an advertisement of the change in ownership in one or several newspapers. Since the Treaty does not regulate the substantive requirements relating to the validity of a change in ownership, a Contracting Party may require the fulfillment of additional conditions, for example, in situations concerning inheritance, bankruptcy or tutelage.

8.20 *Paragraph (5)*. This paragraph corresponds to paragraph (10) of Article 2, paragraph (7) of Article 4, paragraph (5) of Article 7, paragraph (5) of Article 8 and paragraph (4) of Article 9.

8.21 *Paragraph (6)*. This provision refers to a change in inventorship resulting, for example, from a change or a deletion of claims contained in the application. The indications to which this provision refers only relate to the inventor superseding the previously identified inventor.

8.22 During the first session of the Committee of Experts (see document PLT/CE/II/5, paragraph 138), several delegations and representatives of non-governmental organizations suggested that the International Bureau include, as an additional matter, an article to cover the request for a recordal of a licensing agreement for a patent. While it was first decided that those suggestions should be followed for the next draft of the Treaty, the Committee of Experts later approved a suggestion by the Director General that new matters should be limited to provisions on the filing date of an application and unity of invention only (see document PLT/CE/II/5, paragraphs 138 and 202). Therefore, no provisions on the recordal of a licensing agreement or of a change in such an agreement have been included in the draft Treaty contained in this document. Nevertheless, the following draft Article could be considered in respect of a request for recordal of a licensing agreement.

Article 8bis
Request for Recordal of a
Licensing Agreement

(1) [*Request*] (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 applicant or owner or his representative, or by the licensee or his representative, and indicating the number of the application or patent concerned. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented on a form corresponding to the Form provided for in the Regulations,

(ii) where the Contracting Party allows the transmittal of communications to the Office by electronic means ... [reserved].

(b) 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.

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

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

(ii) the name and address of the licensee;

(iii) where the applicant or the owner has a representative, the name and address of that representative;

(iv) where the applicant or owner has an address for service, such address;

(v) where the licensee has a representative, the name and address of that representative;

(vi) where the licensee has an address for service, such address.

(d) Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

(e) 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 applicant or owner 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 the language or in one of the languages of or admitted by the Office and, if the document referred to in paragraph (1)(c) is not in the language or in one of the languages of or admitted by the Office, that the request be accompanied by a translation of that document in the language or in one of the languages of or admitted by the Office, [and that such translation be accompanied by a statement signed by the person who made the translation to the effect that, to the best of that person's knowledge, the translation is complete and faithful].

(3) [*Unknown Application Number*] Notwithstanding paragraph (1)(a) and (e), 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.

(4) [*Prohibition of Other Requirements*] No Contracting Party may demand that 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) [*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.

Note on Article 9

(Request for Correction of a Mistake)

9.01 Article 9 is drafted along the same lines as Articles 7 and 8. In particular, the procedure concerning the request for correction of a mistake is standardized for applicants and owners.

9.02 *Paragraph (1)(a)*. As regards the presentation of the request, reference is made to the

Notes under Article 2(3) (Notes 2.23 to 2.25). The Regulations contain a Model International Form (Form No. 6) for the request for correction of a mistake.

9.03 *Paragraph (1)(b)*. Reference is made to the explanations given under Article 7(1)(b) (see Notes 7.04 and 7.05).

9.04 *Paragraph (1)(c)*. Reference is made to the explanations given under Article 2(5) (see Note 2.27).

9.05 *Paragraph (1)(d)*. Reference is made to the explanations given under Article 7(1)(d) (see Note 7.07).

9.06 *Paragraph (1)(e)*. Reference is made to the explanations given under Article 7(1)(e) (see Note 7.08).

9.07 *Paragraph (1)(f)*. This provision allows a Contracting Party to require that a replacement page be submitted with a request for correction of a mistake. In the case where the request applies to more than one application and/or patent, a single request may still be used; however, an Office may require that a separate replacement page be submitted for each application or patent, to facilitate the work of the Office. This provision will be completed with respect to corrections made electronically following additional study.

9.08 *Paragraph (2)*. Rule 8 of the Regulations contains the details for identifying an application whose application number is not known, as referred to in this paragraph.

9.09 *Paragraph (3)*. Reference is made to the explanations given under Article 7(4) (see Note 7.11).

9.10 *Paragraph (4)*. This paragraph corresponds to paragraph (10) of Article 2, paragraph (7) of Article 4, paragraph (5) of Article 7 and paragraph (5) of Article 8.

9.11 *Paragraph (5)*. In the case of mistakes attributable to an Office, the latter may adopt a different procedure such as *ex officio* correction or, where the mistake is noticed by the applicant or owner, or by his representative, correction following a request made in a simple letter. In any case,

the Office cannot subject the correction of such a mistake to the payment of a fee.

9.12 *Paragraph (6)*. It would hardly be possible to define in the Treaty what kinds of mistakes can or cannot be corrected, since there are many differences among national (or regional) laws, which would make it extremely difficult to achieve harmonization in this respect. One example, however, of a correction which is unacceptable under practically all national (and regional) laws is a correction resulting in the addition of new matter.

Note on Article 10

(Opportunity to Make Observations,
Amendments and Corrections
in Case of Intended Refusal)

10.01 This Article concerns refusals in respect of applications (Article 2), powers of attorney (Article 4), requests for recordal of a change in name or address (Article 7), requests for recordal of a change in ownership or change in inventorship (Article 8), [requests for recordal of a licensing agreement (Article 8*bis*),] requests for correction of a mistake (Article 9), any communication bearing a signature as regulated under the Treaty (Article 5), or any other communication or indication which may be affected by the provisions of the Treaty. It is expected that this Article would cover virtually all non-frivolous communications directed to an Office. The notion of “refusal” includes the cases where those applications, requests or communications are to be “deemed to be withdrawn” or are to be “deemed not to have been filed.”

10.02 The possibility to make observations should be given to the applicant or owner even if the refusal is based on non-payment or insufficient payment of fees.

10.03 Where the applicant or owner has a representative, the opportunity to make observations normally would be notified to the representative rather than to the applicant or owner.

10.04 The term “Office” does not include an appeal board even if it is part of or is otherwise connected to the Office. Therefore, Article 10 does not allow barring the opportunity to submit observations to the Office because of possibility of

appeal to such an appeal board. If the application is considered withdrawn for lack of payment of a maintenance fee or for lack of submission of a request for substantive examination, this is not a “refusal” and Article 10 does not apply.

Note on Article 11
(Regulations)

11.01 Notes concerning the draft Regulations follow immediately in the present document.

II. Notes on the Draft Regulations

Note on Rule 1
(Abbreviated Expressions)

R1.01 *Rule 1*. This Rule seems to be self-explanatory.

Note on Rule 2
(Details Concerning Names and Addresses)

R2.01 *Paragraph (1)(a)*. The words “any Contracting Party may require,” which appear in the introductory phrase, make it clear, here as well as in other provisions of this Rule (see, in particular, paragraphs (2)(a) and (b)), that any Contracting Party is entitled to require fewer indications or elements than those mentioned (and allowed) by the said provisions.

R2.02 The family or principal name must precede the given or secondary name.

R2.03 *Paragraph (1)(b)*. In order to facilitate the administrative procedure before the Office, the firm or partnership needs to indicate its name only in the manner in which such name is customarily used.

R2.04 *Paragraph (2)(a)*. This provision does not intend to regulate the question of who has the right to be granted the patent. Therefore, as regards applicants, it only applies where the law of a Contracting Party allows applications to be filed by several applicants.

R2.05 *Paragraph (2)(b)*. The “customary requirements for prompt postal delivery” will often

not be known by applicants who live outside of the country in question. It is therefore recommended that these requirements be indicated on any "Individualized International Form" (see Notes on Model International Forms contained in document PLT/CE/II/4).

R2.06 *Paragraph (2)(c)*. The indication of a telephone number and of a telefacsimile number may not be required by a Contracting Party. It is, however, recommended to allow such indications to be furnished so that the Office can establish contacts through the most efficient and rapid means of communication. The sufficiency of an indication of an electronic mail address or mere facsimile number as an address for correspondence will be considered after further study, along with the question of electronic communications. The Model International Forms contain spaces for voluntary furnishing of these indications.

R2.07 *Paragraph (2)(d)*. This paragraph seems to be self-explanatory.

R2.08 *Paragraph (3)*. Thus, while a translation of a name or address cannot be required (it may not even be possible), a Contracting Party may require a transliteration of the name and address into the script (for example, Latin characters, Cyrillic characters, etc.) used by the Office.

Note on Rule 3
(Receipt of Communications)

R3.01 It is recognized that the same result would arise in the absence of this provision. Nonetheless, this provision emphasizes the flexibility maintained by each Contracting Party regarding the permissible methods of transmission of communications.

Note on Rule 4
(Details Concerning Representation)

R4.01 The time limit of two months for persons residing abroad takes into account the fact that postal transmittal usually takes more time between two countries than inside one country. These time limits of one month and two months start from the date on which, under Article 4(3)(d), a communication is submitted to the Office of a Contracting

Party without the required power of attorney. Neither the Treaty nor the Regulations provide that such Office is obliged to send a notification to the interested party reminding him that the power of attorney is missing.

Note on Rule 5
(Details Concerning the Signature)

R5.01 *Paragraph (1)*. This paragraph indicates that a communication is to be signed on behalf of, rather than by, a legal entity (see Note 2.28, above).

R5.02 *Paragraph (2)*. Only one minimum period (of one month) is proposed in this Rule, this period being identical, whether the communication is sent from a place on the territory of the Contracting Party concerned or from a place outside that territory. The Rule does not provide for a longer minimum period for communications sent from a place outside the said territory because the paper whose reproduction was transmitted by telefacsimile can be sent at the same time as the transmittal by telefacsimile and one month appears to be sufficient for mailing to all destinations. Of course, Contracting Parties are free to provide for a longer period.

R5.03 *Paragraph (3)*. The date of signing may be important, for example, to determine the legal competence of the person who gave the signature.

Note on Rule 6
(Details Concerning the Requirement of
Unity of Invention)

R6.01 This provision is modeled after Rule 4 of the basic proposal submitted to the 1991 Diplomatic Conference at The Hague (see documents PLT/DC/3 and 69). The following paragraphs reproduce the explanations on the said former Rule 4 contained in document PLT/DC/5 (Note R4.01 to R4.28).

R6.02 *Paragraph (1)* contains the method for determining whether the requirement of unity of invention is satisfied in respect of a group of inventions claimed in an application. According to that method, unity of invention will exist only when there is a technical relationship among the inventions

involving one or more of the same or corresponding special “technical features.” The expression “special technical features” is defined in paragraph (1) as meaning those technical features that define a contribution that each of the inventions, considered as a whole, makes over the prior art.

R6.03 *Independent and Dependent Claims.* Unity of invention has to be considered in the first place only in relation to the independent claims in an application and not the dependent claims. In the context of Rule 6, “dependent” claim is meant a claim which contains all the features of another claim and is in the same category of claim as that other claim (the expression “category of claim” referring to the classification of claims according to the subject matter of the invention claimed—for example, product, process, use or apparatus or means, etc.).

R6.04 If the independent claims are patentable and satisfy the requirement of unity of invention, no problem of lack of unity arises in respect of any claims that depend on the independent claims. In particular, it does not matter if a dependent claim itself contains a further invention. Equally, no problem arises in the case of a genus/species situation where the genus claim is patentable. Moreover, no problem arises in the case of a combination/subcombination situation where the subcombination claim is patentable and the combination claim includes all the features of the subcombination.

R6.05 If, however, an independent claim is not patentable, then the question whether there is still an inventive link between all the claims dependent on that claim needs to be carefully considered. If there is no link remaining, an objection of lack of unity *a posteriori* (that is, arising only after assessment of the prior art) should be raised. Similar considerations apply in the case of a genus/species or combination/subcombination situation.

R6.06 It is intended that the method contained in paragraph (1) for determining whether unity of invention exists should be able to be applied without it being necessary to search the prior art. Where the Office does search the prior art, an initial determination of unity of invention, based on the assumption that the claims are not invalidated by the prior art, might be reconsidered on the basis of the results of the search of the prior art. Where the Office does not search the prior art,

unity of invention would be determined on the assumption that the claims are not invalidated by the prior art, unless it is obvious to the person making the determination that the claims are invalidated by the prior art.

R6.07 *Illustrations of Particular Areas.* There are three particular areas of practice where the application of the method for determining unity of invention contained in paragraph (1) of Rule 6 may be illustrated: (i) combinations of different categories of claims; (ii) so-called “Markush practice”; and (iii) the case of intermediate and final products. Principles for the interpretation of the method contained in paragraph (1) in the context of each of those areas are set out below. It is understood that the principles set out below are, in all instances, interpretations of and not exceptions to the requirements of paragraph (1) of Rule 6. Contracting Parties that wish to adopt, in their patent legislation, more detailed provisions on unity of invention than those contained in Article 7 and Rules 6 and 7 could include the substance of the principles of interpretation set out below.

R6.08 *Combinations of Different Categories of Claims.* The method for determining unity of invention contained in paragraph (1) of Rule 6 should be construed as permitting, in particular, the inclusion of any one of the following combinations of claims of different categories in the same application:

- (i) in addition to an independent claim for a given product, an independent claim for a process specially adapted for the manufacture of the said product, and an independent claim for a use of the said product, or
- (ii) in addition to an independent claim for a given process, an independent claim for an apparatus or means specifically designed for carrying out the said process, or
- (iii) in addition to an independent claim for a given product, an independent claim for a process specially adapted for the manufacture of the said product and an independent claim for an apparatus or means specifically designed for carrying out the said process,

it being understood that a process is specially adapted for the manufacture of a product if it

inherently results in the product and that an apparatus or means is specifically designed for carrying out a process if the contribution over the prior art of the apparatus or means corresponds to the contribution the process makes over the prior art.

R6.09 As indicated in the last part of paragraph R6.08, above, a process should be considered to be specially adapted for the manufacture of a product if the claimed process inherently results in the claimed product. The words "specially adapted" are not intended to imply that the product could not also be manufactured by a different process. They are also not intended to imply that the same kind of process of manufacture could not also be used for the manufacture of other products.

R6.10 As also indicated in the last part of paragraph R6.08 above, an apparatus or means should be considered to be "specifically designed for carrying out" a claimed process if the contribution over the prior art of the apparatus or means corresponds to the contribution the process makes over the prior art. Consequently, it would not be sufficient that the apparatus or means is merely capable of being used in carrying out the claimed process. On the other hand, the words "specifically designed" should not imply that the apparatus or means could not be used for carrying out another process, or that the process could not be carried out using an alternative apparatus or means.

R6.11 "*Markush Practice.*" The situation involving the so-called "Markush practice" wherein a single claim defines alternatives (chemical or non-chemical) is also governed by Article 6 and Rule 6. In that special situation, the requirement of a technical interrelationship and the same or corresponding special technical features as defined in paragraph (1) of Rule 6 should be considered to be met when the alternatives are of a similar nature.

R6.12 When the Markush grouping is for alternatives of chemical compounds, they should be regarded as being of a similar nature where the following criteria are fulfilled:

(a) all alternatives have a common property or activity, and

(b)(i) a common structure is present, i.e., a significant structural element is shared by all of the alternatives; or

(ii) in cases where the common structure cannot be the unifying criterion, all alternatives

belong to a recognized class of chemical compounds in the art to which the invention pertains.

R6.13 In (b)(i), above, the words "significant structural element is shared by all of the alternatives" refer to cases where the compounds share a common chemical structure which occupies a large portion of their structures, or in case the compounds have in common only a small portion of their structures, the commonly shared structure constitutes a structurally distinctive portion in view of existing prior art. The structural element may be a single component or a combination of individual components linked together.

R6.14 In (b)(ii), above, the words "recognized class of chemical compounds" mean that there is an expectation from the knowledge in the art that members of the class will behave in the same way in the context of the claimed invention. In other words, each member could be substituted one for the other, with the expectation that the same intended result would be achieved.

R6.15 The fact that the alternatives of a Markush grouping can be differently classified should not, taken alone, be considered to be justification for a finding of a lack of unity of invention.

R6.16 When dealing with alternatives, if it can be shown that at least one Markush alternative is not novel, unity should be reconsidered by the examiner. Reconsideration should not necessarily imply that an objection of lack of unity must be raised.

R6.17 *Intermediate and Final Products.* The situation involving intermediate and final products is also governed by Article 6 and Rule 6.

R6.18 The term "intermediate" is intended to mean intermediate or starting products. Such products have the ability to be used to produce patentable final products through a physical or chemical change in which the intermediate loses its identity.

R6.19 Unity of invention should be considered to be present in the context of intermediate and final products where the following two conditions are fulfilled:

(a) the intermediate and final products have the same essential structural element, i.e.,

(i) the basic chemical structures of the intermediate and the final products are the same, or

(ii) the chemical structures of the two products are technically closely interrelated, the intermediate incorporating an essential structural element into the final product, and

(b) the intermediate and final products are technically interrelated, this meaning that the final product is manufactured directly from the intermediate or is separated from it by a small number of intermediates all containing the same essential structural element.

R6.20 Unity of invention may also be considered to be present between intermediate and final products of which the structures are not known—for example, as between an intermediate having a known structure and a final product the structure of which is not known, or as between an intermediate of unknown structure and a final product of unknown structure. In order to satisfy unity in such cases, there should be sufficient evidence to lead one to conclude that the intermediate and final products are technically closely interrelated as, for example, when the intermediate contains the same essential element as the final product or incorporates an essential element into the final product.

R6.21 It should be possible to accept in a single application different intermediate products used in different processes for the preparation of the final product, provided that they have the same essential structural element.

R6.22 The intermediate and final products should not be separated, in the process leading from one to the other, by an intermediate which is not new.

R6.23 If the same application claims different intermediates for different structural parts of the final product, unity should not be regarded as being present between the intermediates.

R6.24 If the intermediate and final products are families of compounds, each intermediate compound should correspond to a compound claimed in the family of the final products. However, some of the final products may have no corresponding compound in the family of the intermediate products so that the two families need not be absolutely congruent.

R6.25 As long as unity of invention can be recognized applying the above guidelines, the fact

that, besides the ability to be used to produce final products, the intermediates also exhibit other possible effects or activities should not affect the decision on unity of invention.

R6.26 *Paragraph (2)* requires that the determination of the existence of unity of invention be made without regard to whether the inventions are claimed in separate claims or as alternatives within a single claim.

R6.27 *Paragraph (2)* is not intended to constitute an encouragement to the use of alternatives within a single claim, but is intended to clarify that the criterion for the determination of unity of invention (namely, the method contained in Rule 6(1)) remains the same regardless of the form of claim used.

R6.28 *Paragraph (2)* does not prevent an Office from objecting to alternatives being contained within a single claim on the basis of considerations such as clarity, the conciseness of claims or the claims fee system applicable in that Office.

Note on Rule 7
(Divisional Applications)

R7.01 This provision is modeled after Rule 5 of the basic proposal submitted to the 1991 Diplomatic Conference at The Hague (see documents PLT/DC/3 and 69). The following paragraph reproduces the explanations on the said former Rule 5 contained in document PLT/DC/5 (Note R5.01).

R7.02 The right to file divisional applications is established in Article 4G of the Paris Convention, which reads as follows:

“(1) If the examination reveals that an application for a patent contains more than one invention, the applicant may divide the application into a certain number of divisional applications and preserve as the date of each the date of the initial application and the benefit of the right of priority, if any.

(2) The applicant may also, on his own initiative, divide a patent application and preserve as the date of each divisional application the date of the initial application and the benefit of the right of priority, if any. Each country of the [Paris] Union shall have the

right to determine the conditions under which such division shall be authorized.”

Note on Rule 8

(Manner of Identification of an Application Without Its Application Number)

R8.01 *Paragraph (1)* deals with the indications and elements which a person, communicating with

its Office, must furnish to identify an application the number of which is not known (see Articles 7(2), 8(3), [8bis(3),] and 9(2)). Each of items (i) and (ii) constitutes a maximum requirement.

R8.02 *Paragraph (2)*. This provision does not prohibit Contracting Parties from allowing an applicant to give less information or from accepting other means of identification.

Permanent Committee on Industrial Property Information (PCIPI)

PCIPI Working Group on Search Information (PCIPI/SI)

Seventeenth Session
(Geneva, June 10 to 21, 1996)

The following 20 members of the PCIPI/SI were represented at the session: Canada, Croatia, Denmark, Finland, France, Germany, Japan, Kenya, Norway, Portugal, Republic of Moldova, Romania, Russian Federation, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States of America, European Patent Office (EPO).

The Working Group dealt with 51 IPC (International Patent Classification) revision projects on the program for the 1996-97 biennium, of which 11 belonged to the mechanical field, 18 to

the chemical field and 22 to the electrical field. Fourteen revision projects were completed.

In order to finalize revision Projects C 28, C 79 and C 80 for the seventh edition of the IPC, the Working Group agreed to create a subsidiary body for consideration of these projects.

The Working Group finalized the English and French versions of the references to be introduced into class G 05 and discussed selected patent documents that could be used for training in classifying.

The Working Group also discussed the improvement of the official catchword indexes to the IPC and approved a list of catchwords with American spelling to supplement the already available catchwords with British spelling. The Working Group also approved certain catchword entries relating to indexing codes in the IPC.

Registration Systems Administered by WIPO

Patent Cooperation Treaty (PCT)

Training and Promotion Meetings with PCT Users

Andorra. In June 1996, a government official visited WIPO to discuss with WIPO officials Andorra's possible accession to the PCT.

Cuba. In June 1996, three WIPO officials gave presentations on the PCT at a PCT seminar organized jointly by WIPO and the Government of Cuba, in Havana, in the light of the PCT entering into force for Cuba on July 16, 1996. There were 60 participants, who came from the National Office of Inventions, Technical Information and Marks (ONIITEM) and from research institutes. One of the WIPO officials gave training in receiving Office procedures under the PCT to 17 staff of that Office. Another WIPO official met with the Minister of Commerce, Technology and Environment and other government officials and discussed possible cooperation between Cuba and WIPO in organizing a national seminar on intellectual property for judges early next year.

France. In June 1996, a WIPO official gave a presentation on the PCT at a PCT seminar organized jointly by WIPO and a conference-planning company in Paris. There were 36 participants, who were mainly patent attorneys, most of them from pharmaceutical companies.

Israel. In June 1996, two WIPO officials had a meeting, in Jerusalem, with the Commissioner of Patents, Designs and Trademarks and the staff of his Office concerned with PCT matters; the meeting was followed by training in receiving Office procedures under the PCT given by the WIPO officials to five staff of the Office.

Also in June 1996, the same WIPO officials gave presentations on the PCT at a national seminar on the PCT, organized in Tel Aviv by the International Association for the Protection of Industrial Property (AIPPI) and the Tel Aviv Patent Attorneys Association to coincide with the coming into force of the PCT for Israel on June 1,

1996. There were about 100 participants from private practice and industry.

Japan. In June 1996, a WIPO official had discussions on PCT-related matters with officials of the Japanese Patent Office (JPO) in Tokyo, and on greater use of the PCT in Japan with representatives of patent departments of several Japanese industrial enterprises and of patent agent and patent attorney firms in Kyoto, Nagoya, Osaka and Tokyo.

Also in June 1996, the same WIPO official gave presentations on the PCT at four seminars and a training course on the PCT. The first two seminars were organized by the JPO in cooperation with the Japanese Institute of Invention and Innovation (JIII) in Tokyo and were both attended by some 250 participants. The other two seminars, also organized by the JPO and JIII in Nagoya and Osaka, were attended by some 110 and 140 participants, respectively. The participants in each of the four seminars came mainly from private industry and patent attorney firms. The training course was organized in Tokyo by the Japanese Intellectual Property Association (JIPA) and was attended by some 350 representatives of the member companies.

Still in June 1996, a government official had discussions with WIPO officials in Geneva on WIPO's proposal for a new supplementary international search system under the PCT.

Malta. In June 1996, Mr. Anthony Camenzuli, Comptroller, Industrial Property Office, had discussions with WIPO officials in Geneva on Malta's possible accession to the PCT.

United Kingdom. In June 1996, two WIPO officials made presentations on the PCT at a PCT seminar organized in London by a conference-planning company. There were 35 participants, mostly patent administrators and legal assistants.

United States of America. In June 1996, six members of the US Bar/European Patent Office

(EPO) Liaison Council visited WIPO's headquarters and had discussions with the Director General on future cooperation between the Council and WIPO. They also discussed with other WIPO officials a number of issues of interest to the Council, in particular, recent developments of the PCT (including the proposal for a supplementary international search system and the possible extension of time limits under Articles 22 and 39 of the PCT) and the use of the PCT by applicants from the United States of America via various filing routes.

Also in June 1996, a WIPO official and a WIPO consultant from the United States of America spoke on the PCT at a basic seminar on the PCT organized in Houston by the American Intellectual Property Law Association (AIPLA) and the Houston Intellectual Property Law Association (HIPLA). There were 120 participants, mostly patent attorneys from local law firms and corporations.

Also in June 1996, a WIPO official gave training in receiving Office procedures to 17 staff of the United States Patent and Trademark Office (USPTO) in Washington, D.C.

Still in June 1996, two USPTO officials had discussions with WIPO officials in Geneva on various PCT-related topics of mutual interest, in

particular the revision of the International Preliminary Examination Guidelines and WIPO's proposal for a supplementary international search system.

Japanese Intellectual Property Association (JIPA)/Japanese Patent Attorneys Association (JPAA)/Pacific Intellectual Property Association (PIPA). In June 1996, representatives of JIPA, JPAA and PIPA had a meeting with WIPO officials in Geneva and discussed with them certain PCT matters, in particular the above-mentioned proposal.

Computerization Activities

European Patent Office (EPO). In June 1996, a delegation of seven experts from the EPO had technical meetings with WIPO officials in Geneva about the future cooperation between the two organizations in the electronic exchange of PCT-related information and the electronic filing of PCT international applications.

Madrid Union

Training and Promotion Meetings with Users of the Madrid System

Seminars on the Madrid Protocol and the New Common Regulations Under the Madrid Agreement Concerning the International Registration of Marks and the Madrid Protocol (Geneva). On June 3 and 4 and June 6 and 7, 1996, respectively, WIPO organized those Seminars at its headquarters. The first Seminar (in English) was attended by 49 participants from Bosnia and Herzegovina, Croatia, the Czech Republic, Denmark, Finland, Germany, Hungary, Italy, Liechtenstein, the Netherlands, Norway, the Republic of Moldova, Romania, Slovenia, Spain, Sweden, Switzerland, Ukraine and the United Kingdom. Papers were presented by a WIPO consultant from the United Kingdom and three WIPO officials. The second Seminar (in French) was attended by 67 participants from Austria, Belgium, the Czech Republic,

France, Hungary, Italy, Latvia, Luxembourg, Monaco, Poland, Portugal, the Republic of Moldova, Romania, Slovakia, Slovenia, Spain, Switzerland and the Benelux Trademark Office (BBM). Presentations were made by a WIPO consultant from Switzerland and three WIPO officials. Certain WIPO CD-ROM products were also demonstrated by WIPO officials during the sessions. For both Seminars, the participants came from industrial property offices and from the private sector.

France. In June 1996, a WIPO official spoke at a seminar on the protection of trademarks organized by a conference-planning company in Paris. The seminar was attended by some 40 participants, mostly representatives of large French firms and industrial property agents, and dealt, *inter alia*, with the Madrid Agreement and Protocol and the links with the Community Trade Mark.

Institut für gewerblichen Rechtsschutz (INGRES). In June 1996, a WIPO official participated in a seminar on the Madrid Protocol organized by INGRES in Zurich. The seminar was attended by about 70 participants from the private sector.

Computerization Activities

Italy. In June 1996, a government official was briefed by WIPO officials in Geneva on WIPO's

computerized administration system under the Madrid Agreement and Protocol, and discussed with them the possible exchange of data by electronic means between the International Bureau and the Italian Patent and Trademark Office.

Benelux Trademark Office (BBM). In June 1996, a WIPO official visited the BBM in The Hague to discuss with BBM officials the ROMARIN Benelux clone CD-ROM publication project.

WIPO Arbitration and Mediation Center

Japan. In June 1996, a WIPO official made a presentation on the activities and services of the WIPO Arbitration and Mediation Center at the 20th Anniversary Symposium of the Japan Intellectual Property Association (JIPA) that was held in Kyoto on the theme of intellectual property disputes. In Tokyo, he had discussions with representatives of the Japan Commercial Arbitration Association (JCAA) on cooperation between WIPO and JCAA and other matters of mutual interest, and also participated in an informal meeting at the Institute of Intellectual Property of Japan (IIP), attended by representatives of IIP and of several Japanese enterprises, at which the services of the above-mentioned Center were discussed.

Netherlands. In June 1996, a WIPO official made a presentation on the activities and services

of the WIPO Arbitration and Mediation Center at the 60th Anniversary Symposium of the Dutch Association of Patent Attorneys that was held in Zeist on the theme of intellectual property disputes.

Electronics and Telecommunications Research Institute (Republic of Korea). In June 1996, a representative of that Institute had discussions with WIPO officials in Geneva on WIPO's activities in the field of arbitration and mediation.

Institute for Transnational Arbitration (ITA). In June 1996, a WIPO official made a presentation on the activities and services of the WIPO Arbitration and Mediation Center at the annual workshop of the Institute that was held in Dallas (United States of America) on the theme of the arbitration of high-tech disputes.

Activities of WIPO Specially Designed for Developing Countries

Africa

Training Courses, Seminars and Meetings

WIPO National Seminar on Copyright and Neighboring Rights for Judges and the Judicial Professions (Burkina Faso). From June 5 to 7, 1996, WIPO organized that Seminar in Ouagadougou in cooperation with the Government of Burkina Faso. It was attended by some 130 participants, mostly judges, attorneys, customs and police officials. Papers were presented by five WIPO consultants from Burkina Faso, France and Switzerland and two WIPO officials. The subjects covered included, *inter alia*, a mock trial session and the relevant provisions of the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement).

WIPO National Seminar on Copyright and Neighboring Rights for Judges and Lawyers (Côte d'Ivoire). On June 24 and 25, 1996, WIPO organized that Seminar in Abidjan in cooperation with the Government of Côte d'Ivoire. It was attended by some 70 participants, mostly judges, attorneys, customs and police officials. Papers were presented by four WIPO consultants from Burkina Faso, France and Switzerland and a WIPO official. The subjects covered included, *inter alia*, a mock trial session and the relevant provisions of the TRIPS Agreement.

WIPO National Seminar on Copyright and Neighboring Rights for Judges (Benin). From June 27 to 29, 1996, WIPO organized that Seminar in Cotonou in cooperation with the Government of Benin. It was attended by some 120 participants, mostly judges, attorneys, customs and police officials. Papers were presented by five WIPO consultants from Burkina Faso, France, Switzerland and Togo, a local speaker and a WIPO official. The subjects covered included, *inter alia*, a mock trial session and the relevant provisions of the TRIPS Agreement.

Assistance with Training, Legislation and Modernization of Administration

Benin. In June 1996, Ms. Lola Juliette D. Ayité, Director, National Industrial Property Center, held consultations with WIPO officials in Geneva on possible cooperation activities between Benin and WIPO in the field of industrial property, including training of government officials and modernization of the industrial property infrastructure. Benin also expressed its wish to host a future WIPO meeting on TRIPS.

Botswana. In June 1996, a government official held discussions with WIPO officials in Geneva on WIPO's assistance in the modernization of the industrial property legislation of Botswana and the training of staff involved in legislative drafting.

Burkina Faso. In June 1996, two WIPO officials had discussions with government officials, in Ouagadougou, on cooperation activities between Burkina Faso and WIPO in the field of copyright and neighboring rights.

Also in June 1996, Mrs. Marie Blanche Bado, Director General of Industrial Development, held discussions with WIPO officials in Geneva on training issues, the modernization of the country's industrial property infrastructure and legislation, and on preparations for the WIPO Regional General Introductory Course on Industrial Property to be held in Ouagadougou in August 1996.

Burundi. In June 1996, a government official held consultations with WIPO officials in Geneva on intellectual property training issues and the revision of the country's intellectual property legislation.

Central African Republic. In June 1996, a government official discussed with WIPO officials in Geneva the modernization of the country's industrial property system.

Gambia. In June 1996, Mrs. Isatou Combeh Njai, Registrar General, visited WIPO's headquarters and held discussions with WIPO officials in Geneva concerning WIPO's assistance to strengthen the Office of the Registrar General and to modernize the national industrial property legislation.

Guinea. In June 1996, Mr. Faouly Bangoura, Head, Service of Industrial Property, held consultations with WIPO officials in Geneva on intellectual property training issues and Guinea's modernization of its industrial property infrastructure and legislation.

Guinea-Bissau. In June 1996, a government official held discussions with WIPO officials in Geneva on training issues, the modernization of the country's industrial property infrastructure and legislation.

Kenya. In June 1996, a government official from the Kenya Industrial Property Office held discussions with WIPO officials in Geneva concerning a possible United Nations Development Programme (UNDP)-funded country project in the field of industrial property to be executed by WIPO.

Lesotho. In June 1996, a government official held discussions with WIPO officials in Geneva concerning the training of newly recruited government officials in charge of intellectual property, and the organization by WIPO of a national workshop, in Lesotho, on the promotion of inventive activity in rural areas for members of the Lesotho Inventors' Association.

Madagascar. In June 1996, Mr. Maurice Ratovonjanahary, Director General, Malagasy Industrial Property Office, held consultations with WIPO officials in Geneva on the draft project document prepared by WIPO, at the request of the Government of Madagascar, aimed at modernizing the country's industrial property system.

Malawi. In June 1996, six government officials from Lesotho, Namibia and Zambia participated in a WIPO special training course in Lilongwe on the practical aspects of the collective management of copyright at the Copyright Society of Malawi (COSOMA). The training was provided by a WIPO consultant from Switzerland.

Also in June 1996, a WIPO consultant from Burkina Faso undertook a mission to implement the COSIS software for the distribution of copyright fees at the above-mentioned copyright society in Lilongwe.

Also in June 1996, a government official held discussions with WIPO officials in Geneva concerning the organization of a possible regional seminar on intellectual property in Malawi.

Mali. In June 1996, Mr. Charles Molinier, Director, National Directorate of Industries, and another government official held discussions with WIPO officials in Geneva on the modernization of the country's industrial property infrastructure, training of government officials and the WIPO long-term fellowships program.

Mauritania. In June 1996, a government official held consultations with WIPO officials in Geneva on the situation of the industrial property infrastructure and legislation in Mauritania.

Mozambique. In late May and early June 1996, Mr. Francisco Miguel Gundo, Head, Industrial Property Department, and another government official undertook a WIPO-organized study visit to Lisbon and to WIPO in Geneva, where they held discussions with WIPO officials on the development of the country's industrial property legislation.

Niger. In June 1996, a government official held consultations with WIPO officials in Geneva on the situation of the industrial property infrastructure and legislation in that country.

Rwanda. In June 1996, a government official held consultations with WIPO officials in Geneva on reactivation of cooperation between Rwanda and WIPO.

Sao Tome and Principe. In June 1996, two government officials undertook a WIPO-organized study visit to Lisbon and to WIPO in Geneva, where they held discussions with WIPO officials on industrial property legislative developments in the country.

Sierra Leone. In June 1996, Ms. Salimatu Koroma, Administrator and Registrar-General, held discussions with WIPO officials in Geneva concerning WIPO's assistance in the moderniza-

tion of the industrial property system in Sierra Leone and the country's accession to WIPO-administered treaties.

South Africa. In June 1996, a government official held discussions with WIPO officials in Geneva on issues related to intellectual property training.

United Republic of Tanzania. In June 1996, Mr. Richard Benjamin Mngulwi, Registrar, Division of Companies Registrations, Commercial Laws and Industrial Licensing, held discussions

with WIPO officials in Geneva on the strengthening of the country's industrial property system.

African Regional Industrial Property Organization (ARIPO). In June 1996, a WIPO official attended the fifth session of the Council of Ministers of ARIPO, held in Victoria Falls (Zimbabwe).

Organization of African Unity (OAU). In June 1996, an official from the OAU held discussions with the Director General and other WIPO officials in Geneva on cooperation between WIPO and OAU.

Arab Countries

Assistance with Training, Legislation and Modernization of Administration

Egypt. In June 1996, Mr. Fattouh Abdel Gelil Hamed, President, Patent Office, Academy of Scientific Research and Technology (ASRT), visited WIPO to discuss the revision of the Egyptian patent and utility model law, and requested WIPO's advice on the implementation of the obligations under the TRIPS Agreement and on the modernization of the national intellectual property system.

Also in June 1996, Mr. Mohamed Ahmed Ibrahim, Chairman, Administration of Commercial Registration, discussed with WIPO officials in Geneva cooperation in the automation and modernization of the trademark system.

Jordan. In June 1996, Mr. Mohammad A.A.R. Khreisat, Director, Directorate of Trade Registration and Industrial Property Protection, held discussions with the Director General and other WIPO officials in Geneva on WIPO's assistance in training, automation of the Directorate, and modernization of the country's industrial property legislation. He also discussed a possible UNDP-financed country project for updating the country's industrial property system.

Lebanon. In June 1996, Mrs. Salwa Rahhal Faour, Head, Intellectual Property Protection Office, held discussions with WIPO officials in Geneva on a possible WIPO advisory mission to assist the Government in the revision of Lebanon's

industrial property legislation, its training requirements, as well as in the use of CD-ROM patent information products.

Libya. In June 1996, a government official discussed with WIPO officials in Geneva the time schedule for the implementation of the country project.

Morocco. In June 1996, two government officials undertook a WIPO-organized study visit to the European Patent Office (EPO) in Munich and The Hague, and to WIPO in Geneva. At WIPO, they met with the Director General and other WIPO officials and discussed Morocco's possible accession to the Patent Cooperation Treaty (PCT) and the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks (Madrid Protocol); the organization of national seminars on the TRIPS Agreement in October 1996 and on the PCT in November 1996; and a possible new UNDP-funded country project for further upgrading the national industrial property system.

Oman. In June 1996, a government official visited WIPO and discussed with WIPO officials WIPO's assistance in the implementation of the country's industrial property and copyright laws.

Sudan. In June 1996, Mr. Abd Elrahman A. Ibrahim, Commercial Registrar General, Ministry of Justice, discussed with WIPO officials in Geneva cooperation between his country and WIPO,

in particular the computerization of the country's industrial property administration.

Syria. In June 1996, a university professor discussed with WIPO officials in Geneva the teaching of intellectual property law in universities and the promotion of inventive and innovative activities in Syria.

Also in June 1996, a government official discussed with WIPO officials in Geneva the Direc-

torate of Commercial and Industrial Property's needs with respect to the automation of its operations.

Yemen. In June 1996, a government official discussed with WIPO officials in Geneva the modernization of Yemen's intellectual property legislation and the country's needs in the field of training and computer equipment.

Asia and the Pacific

Training Courses, Seminars and Meetings

WIPO National Seminar on Industrial Property Information (Mongolia). On June 20 and 21, 1996, WIPO organized that Seminar in Ulaanbaatar, in cooperation with the Government of Mongolia. There were 30 participants representing government circles and the University. Presentations were made by a WIPO consultant from Germany and a WIPO official. The Seminar was followed by training for the staff of the Mongolian Patent Office on the use of CD-ROM products containing patent information, conducted by a WIPO official.

WIPO National Seminar on Copyright and Neighboring Rights for Judges and University Professors (Mongolia). From June 24 to 26, 1996, WIPO organized that Seminar in Ulaanbaatar, in cooperation with the Government of Mongolia. It was attended by some 90 judges, university lecturers and professors, government officials and representatives from writers' and composers' associations. Papers were presented by three WIPO consultants from Japan, Thailand and the International Confederation of Societies of Authors and Composers (CISAC), two experts from Mongolia and two WIPO officials. The subjects covered, *inter alia*, the relevant provisions of the TRIPS Agreement.

Indonesia. In June 1996, two WIPO consultants from Germany and Malaysia made presentations at the Association of South East Asian Nations (ASEAN) Regional Symposium for Professional Representatives, organized in Jakarta by the EPO and attended by 80 participants.

Assistance with Training, Legislation and Modernization of Administration

Bhutan. In June 1996, a government official held discussions with WIPO officials in Geneva on the strengthening of cooperation between Bhutan and WIPO.

Brunei Darussalam. In June 1996, a government official held discussions with WIPO officials in Geneva on the modernization of the country's intellectual property system, and on the latter's possible accession to further WIPO-administered treaties.

China. In June 1996, Mr. Gao Lulin, Commissioner, Chinese Patent Office (CPO), and two other government officials met with the Director General and other WIPO officials in Geneva and had discussions on cooperation between China and WIPO in the patent field.

Also in June 1996, a delegation of government officials undertook a patent study visit to WIPO's headquarters where they were briefed on WIPO's activities.

India. In June 1996, a government official and a legal expert undertook a WIPO-organized study visit to Geneva to discuss with WIPO officials draft legislation on geographical indications for India.

Also in June 1996, a government official held discussions with WIPO officials in Geneva on the progress of the UNDP-funded country project in the field of trademarks.

Also in June 1996, a government official held discussions with WIPO officials in Geneva on matters of cooperation between India and WIPO, particularly with respect to the two UNDP-funded

country projects in the fields of patent information and trademarks.

Indonesia. In June 1996, the Government of Indonesia, represented by Ambassador Agus Tarmidzi and Mr. Bambang Kesowo, Vice Cabinet Secretary, presented to WIPO in Geneva a gift of a wooden sculpture. The sculpture was made by Mr. I Madé Ada, an artist from Bali who was also present during the presentation ceremony at which Ambassador Tarmidzi and the Director General made speeches. The sculpture, more than three meters high and three meters wide, represents the god Vishnu carried on the back of Garuda.

Laos. In June 1996, two government officials held discussions with the Director General and other WIPO officials in Geneva on Laos' possible accession to the Paris Convention for the Protection of Industrial Property and the PCT, the modernization of the country's intellectual property legislation and WIPO's assistance to that country.

Philippines. In June 1996, Mrs. Emma C. Francisco, Director, Bureau of Patents, Trademarks

and Technology Transfer (BPTTT), held discussions with the Director General and other WIPO officials in Geneva on the modernization of BPTTT and of the country's intellectual property legislation.

Republic of Korea. In June 1996, Mr. Chung Hae Joo, Commissioner, Korean Industrial Property Office (KIPO), and two other government officials visited WIPO and held discussions with the Director General and other WIPO officials on matters of cooperation, in particular promoting the use of the PCT in the country.

Thailand. In June 1996, two government officials had discussions with WIPO officials in Geneva on the draft amended Patent Act, presently under consideration by the Government, and Thailand's possible accession to the Paris Convention and the PCT.

Tonga. In June 1996, the International Bureau prepared and sent to the government authorities, at their request, editorial suggestions on the draft industrial property amendment act received from the authorities of Tonga.

Latin America and the Caribbean

Training Courses, Seminars and Meetings

WIPO Academy (Geneva). From June 3 to 14, 1996, WIPO organized in Geneva a session of the WIPO Academy in Spanish for Latin American government officials. The aim of the program was to inform the participants of the main elements and current issues relating to intellectual property, present those elements and issues in such a way as to highlight the policy considerations behind them and thereby enable the participants, after their return to the respective countries, to further contribute to the formulation of government policies on intellectual property questions, particularly the impact of those questions on cultural, social, technological and economic development. Fourteen government officials from Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, the Dominican Republic, Mexico, Panama, Paraguay, Peru, Uruguay and Venezuela attended the session. The coordinator of the session was Mr. Ricardo Antequera Parilli from Venezuela. Presentations

were made by nine WIPO consultants from Mexico, Spain and Switzerland, as well as by WIPO officials.

WIPO Training Seminar on "Patent Search and Examination" (Madrid, Munich and Geneva). In June 1996, WIPO organized that Seminar, jointly with the EPO and the Spanish Patent and Trademark Office, in Madrid, Munich and Geneva. It was attended by 12 government officials from Argentina, Brazil, Chile, Colombia, Cuba, Mexico, Panama, Peru, Uruguay and Venezuela. Presentations were made by officials of the three institutions.

WIPO National Seminar on Copyright and Neighboring Rights for Magistrates and Judges (Argentina). From June 3 to 5, 1996, WIPO organized that Seminar in Mendoza, in cooperation with the Supreme Court of Mendoza Province, with the assistance of the Latin American Institute for Advanced Technology, Computer Science and

Law (ILATID). The Seminar was attended by 60 magistrates and judges. Papers were presented by six WIPO consultants from Argentina, Chile and Uruguay, and a WIPO official. The subjects covered, *inter alia*, the relevant provisions of the TRIPS Agreement.

WIPO National Seminar on Industrial Property for the Judiciary (Chile). On June 26 and 27, 1996, WIPO organized that Seminar in Santiago, in cooperation with the Government of Chile. Some 80 members of the judiciary attended the Seminar. Presentations were made by three WIPO consultants from Argentina, Spain and the United States of America, five experts from Chile and a WIPO official. The subjects covered, *inter alia*, the relevant provisions of the TRIPS Agreement.

Venezuela. In June 1996, a WIPO consultant from Peru participated as a speaker and coordinator in a seminar on marks and other distinctive signs, organized by the University of Los Andes, in Mérida, under the latter's postgraduate program on intellectual property.

Assistance with Training, Legislation and Modernization of Administration

Argentina. In late June and early July 1996, a WIPO consultant from the EPO undertook a mission to the National Institute of Industrial Property (INPI) in Buenos Aires to provide training to the staff of the Institute in the examination of patent applications in the mechanical field.

Also in June 1996, a government official held discussions with WIPO officials in Geneva on cooperation between Argentina and WIPO in the field of industrial property.

Bolivia. In June 1996, a government official held discussions with WIPO officials in Geneva on cooperation between Bolivia and WIPO in the field of industrial property.

Brazil. In June 1996, the Director General, accompanied by two other WIPO officials, visited Rio de Janeiro at the invitation of the Government of Brazil. The Director General discussed with government leaders and officials cooperation between Brazil and WIPO, and participated in a Seminar on Intellectual Property in the National and International Context, organized by the Na-

tional Institute of Industrial Property (INPI) of Brazil to commemorate its 25th anniversary, and attended by 270 participants from government circles, the legal profession, and industry and commerce. The Director General also awarded two WIPO gold medals to two Brazilian inventors (please see below).

Chile. In June 1996, two government officials held separate discussions with WIPO officials in Geneva on cooperation between Chile and WIPO in the field of industrial property.

Colombia. In June 1996, a government official held discussions with WIPO officials in Geneva on cooperation between Colombia and WIPO in the field of industrial property.

Mexico. From late June to early July 1996, two WIPO consultants from the EPO undertook a mission to the Mexican Institute of Industrial Property (IMPI) in Mexico City to provide training to its staff in patent search and classification in the mechanical and chemical fields, respectively.

Also in June 1996, Mr. Jorge Amigo Castañeda, Director General of IMPI, held discussions with the Director General and other WIPO officials in Geneva on cooperation between Mexico and WIPO in the field of industrial property.

Netherlands Antilles. In June 1996, Mr. Juny J. Sluis, Director, Bureau for Intellectual Property, held discussions with WIPO officials in Geneva on possible cooperation in the field of industrial property between the Netherlands Antilles and WIPO.

Panama. In June 1996, Ms. Luz Celeste Ríos de Davis, Director General, Directorate General of the Industrial Property Registry, held discussions with WIPO officials in Geneva on cooperation between Panama and WIPO in the field of industrial property.

Paraguay. In late May and early June 1996, a WIPO consultant from Uruguay visited, under the country project, the Directorate of Industrial Property in Asunción to give further advice on the automation of its trademark operations.

Peru. In June 1996, two government officials held separate discussions with WIPO officials in Geneva on cooperation between Peru and WIPO in the field of industrial property.

Trinidad and Tobago. In June 1996, the International Bureau prepared and sent to the government authorities, at their request, draft rules implementing the Industrial Designs Bill, 1996; draft rules implementing the Layout-Designs (Topographies) of Integrated Circuits Bill, 1996; and a draft schedule of fees and draft forms under the draft rules implementing the Patents Bill, 1996. Those texts took into consideration, *inter alia*, the relevant provisions of the TRIPS Agreement.

Uruguay. In June 1996, the UNDP Resident Representative in Uruguay held discussions with

WIPO officials in Geneva on WIPO's cooperation with Uruguay in the field of industrial property.

Venezuela. In June 1996, a government official held discussions with WIPO officials in Geneva on cooperation between Venezuela and WIPO in the field of industrial property.

Latin American Economic System (SELA). In June 1996, Mr. Carlos Moneta, the Permanent Secretary of SELA, accompanied by another SELA official, visited WIPO in Geneva and had discussions with the Director General and other WIPO officials on the strengthening of cooperation between WIPO and SELA.

Development Cooperation (in General)

Training Courses, Seminars and Meetings

WIPO Permanent Committee for Development Cooperation Related to Industrial Property (Geneva). The WIPO Permanent Committee for Development Cooperation Related to Industrial Property held its seventeenth session in Geneva from June 24 to 27, 1996.

Eighty-three States, members of the Permanent Committee were represented at the session: Algeria, Argentina, Australia, Bangladesh, Benin, Bhutan, Bolivia, Brazil, Burkina Faso, Burundi, Canada, Central African Republic, Chile, China, Colombia, Costa Rica, Côte d'Ivoire, Democratic People's Republic of Korea, Ecuador, Egypt, El Salvador, France, Gabon, Gambia, Germany, Ghana, Guinea, Guinea-Bissau, Haiti, Honduras, Hungary, India, Indonesia, Iraq, Israel, Jamaica, Japan, Jordan, Kenya, Laos, Lebanon, Lesotho, Libya, Madagascar, Malawi, Mali, Mauritania, Mexico, Mongolia, Morocco, Netherlands, Nicaragua, Niger, Pakistan, Panama, Paraguay, Peru, Philippines, Portugal, Republic of Korea, Romania, Rwanda, Senegal, Sierra Leone, Slovenia, South Africa, Spain, Sri Lanka, Sudan, Sweden, Switzerland, The former Yugoslav Republic of Macedonia, Trinidad and Tobago, Tunisia, Uganda, United Kingdom, United Republic of Tanzania, United States of America, Uruguay, Uzbekistan, Venezuela, Viet Nam, Yemen. Nine non-member States were represented as observers: Afghanistan, Bahrain, Bosnia and Herzegovina, Botswana, Brunei Darussalam, Kuwait,

Luxembourg, Nigeria, Qatar. Observers from seven intergovernmental organizations (Benelux Trademark Office (BBM), Commission of the European Communities (CEC), European Patent Office (EPO), League of Arab States (LAS), Organization of African Unity (OAU), United Nations Development Programme (UNDP), World Trade Organization (WTO)) and four international non-governmental organizations (Arab Society for the Protection of Intellectual Property (ASPIP), Centre for International Industrial Property Studies (CEIPI), International Association for the Protection of Industrial Property (AIPPI), International Federation of Inventors' Associations (IFIA)) also participated in the meeting.

The meeting was opened by a WIPO official on behalf of the Director General. He said that, compared with previous years, the requests from developing countries for advice and assistance from WIPO had increased substantially, and that the International Bureau had made all efforts to respond in full to them. He then gave an overview of WIPO's development cooperation activities during the period since the last session of the Permanent Committee (June 1994), pointing out the trends that marked the activities of the Organization as well as the prospects for the 1996-97 biennium.

The Committee reviewed the activities under the Permanent Program for Development Cooperation since the last session of the Permanent Committee and the main orientations for the

Permanent Program in 1996 and 1997. Delegations of 63 countries and observers from four intergovernmental organizations and two non-governmental organizations participated in the debate.

Virtually all the delegations commended the International Bureau on the excellence of the documentation before the meeting which was found to be concise, well prepared, comprehensive and informative. All delegations were unanimous in their positive evaluation of the orientation, scope and substance of WIPO's development cooperation program during the period under review. The activities of the International Bureau were regarded as having been carried out in response to the wishes of developing countries and successfully attained the targets set out.

Many delegations welcomed the signing of the WIPO-WTO (World Trade Organization) Agreement which, in their view, would provide a solid framework for assistance to developing countries to facilitate their compliance with the obligations under the TRIPS Agreement. In this connection and while noting with satisfaction the holding of several regional symposiums on the implementation of the TRIPS Agreement, many delegations expressed the wish to have more meetings on the TRIPS Agreement at the national level as well as advice on and training in preparing for the implementation of their obligations under that Agreement.

Numerous delegations of developing countries stressed the importance they attached to the UNDP-financed projects executed by WIPO in the field of industrial property and urged that such technical cooperation should continue and grow. They all deplored the reduced funding available from UNDP for such projects, in particular regional projects which were considered especially useful as a means of reinforcing efforts at the national level. The International Bureau was urged to pursue its contacts with UNDP in order to try to obtain funding for specific activities for the benefit of developing countries, in particular for regional projects in the field of industrial property. While expressing appreciation for the contributions, in cash and kind, from donor countries, the said delegations expressed the hope that the latter countries would increase their contributions in the future. The delegations of the donor countries which spoke gave the assurance that they would continue to contribute

to WIPO's development cooperation program as the activities were of benefit to all concerned. In this context, a number of delegations noted with satisfaction that WIPO's budget for the 1996-97 biennium had an increased allocation for development cooperation activities.

There was unanimous support for the main orientations of WIPO's development cooperation program for the 1996-97 biennium, and the desire was expressed for the continuation and intensification of the development cooperation activities, notably in areas such as human resources development, legislative revision, in particular relating to the TRIPS Agreement, modernization and computerization of industrial property administrations and establishment of services for small- and medium-sized enterprises, including public information services. A number of delegations underlined the importance of assistance in promoting regional and subregional cooperation at the request of groups of countries.

The suggestions and requests for development cooperation assistance and activities to be carried out by WIPO in the rest of the 1996-97 biennium were noted by the International Bureau and would be taken into account in planning its future activities.

The Permanent Committee devoted part of its session to a Symposium on the TRIPS Agreement and Enforcement of Intellectual Property Rights organized by WIPO. The Symposium was attended by the same participants who attended the session of the Permanent Committee. Presentations were made by a WTO official and a WIPO official. The presentations were followed by a panel discussion and exchange of views among the participants and the speakers.

WIPO Training Course on Trademarks (The Hague and Geneva). In June 1996, WIPO organized that Course jointly with BBM in The Hague and Geneva. It was attended by 16 government officials from Brunei Darussalam, Egypt, Ethiopia, India, Indonesia, Malaysia, Mauritius, Mexico, Pakistan, Peru, the Philippines, Singapore, Syria, Thailand, the United Republic of Tanzania and Viet Nam. Presentations were made by officials from the two institutions.

WIPO Training Seminar on "Use of CD-ROM Technology for Patent Information and Search" (The Hague, Berne and Geneva). In June 1996, WIPO organized that Seminar jointly with the

EPO and the Swiss Federal Institute of Intellectual Property in The Hague, Berne and Geneva; it was attended by 12 government officials from

Argentina, Botswana, Brazil, China, Egypt, India, Mexico, Peru and Zimbabwe. Presentations were made by officials from the three institutions.

WIPO Medals

In June 1996, two WIPO gold medals were awarded at the Second World Exhibition of Inventions and Innovations held in Casablanca (Morocco), one to a woman inventor and one to a young inventor.

Also in June 1996, two WIPO gold medals were awarded by the Director General, in Rio de Janeiro, to two Brazilian inventors in recognition of their achievements, in the fields of biotechnology and telecommunications respectively.

Activities of WIPO Specially Designed for Countries in Transition to Market Economy

Regional Activities

WIPO Seminar on Current Issues of Copyright and Neighboring Rights for the Commonwealth of Independent States (CIS) (Washington, D.C., and Geneva). From June 24 to 28, 1996, WIPO organized that Seminar in cooperation with the International Copyright Institute (ICI) of the Copyright Office of the United States of America in Washington, D.C., and in Geneva. The Seminar was attended by 14 participants from Armenia, Belarus, Georgia, Kazakstan, the Republic of Moldova, the Russian Federation, Ukraine and Uzbekistan. Presentations were made by eight speakers from the United States of America, a representative of the International Federation of the Phonographic Industry (IFPI), two WIPO consultants from Germany and the Russian Federation, and three WIPO officials. The subjects covered, *inter alia*, the relevant provisions of the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement).

Commission of the European Communities (CEC). In June 1996, a WIPO official attended, in Riga, a coordination meeting of the CEC's re-

gional industrial property program for Central and Eastern Europe, during which, among other matters, the status of the TRACES (Common Trademark Register) ROMARIN-clone CD-ROM publication project and the development of the European Patent Office's (EPO) Common Software were discussed.

Eurasian Patent Organization (EAPO). In June 1996, two WIPO officials participated, in the capacity of observers, in the third session of the Administrative Council of the EAPO, held in Almaty. It was attended by representatives of the nine Contracting States to the Eurasian Patent Convention (Armenia, Azerbaijan, Belarus, Kazakstan, Kyrgyzstan, Republic of Moldova, Russian Federation, Tajikistan, Turkmenistan) and by observers from Georgia, Turkey, Ukraine and Uzbekistan, as well as from the Executive Secretariat of the CIS and the Interstate Economic Committee of the Economic Union. Statistical data were provided on the applications filed and the Patent Cooperation Treaty (PCT) designations effected, with a rapidly increasing trend concerning the Eurasian patents. Two draft documents, namely, Recommendations on the Examination of

Applications Filed with the National Patent Offices, and Recommendations on the Eurasian Applications on Machine-Readable Carriers, were distributed to member countries for comments. Furthermore, it was decided that a proposal concerning the headquarters building would be prepared for the next session of the Administrative Council, to be held in January 1997.

Also in June 1996, three WIPO officials had discussions with EAPO officials in Moscow on the activities of that Organization and its further cooperation with WIPO.

Interstate Council for the Protection of Industrial Property (ICPIP). In June 1996, two WIPO officials participated, in the capacity of observers, in the seventh session of the Interstate Council, held in Almaty. It was attended by plenipotentiary representatives of nine CIS countries (Armenia, Azerbaijan, Belarus, Kazakstan, Kyrgyzstan, Republic of Moldova, Russian Federation, Tajikistan, Ukraine) and by observers from Georgia, Turkmenistan and Uzbekistan, as well as from the EAPO, the Executive Secretariat of the CIS and the Interstate Economic Committee of the Economic Union. The Interstate Council first reviewed its activities in the past three years and thanked WIPO for its assistance, particularly in the setting up of the Eurasian Patent Organization, and then discussed its main tasks for the future, namely, the development and harmonization of the national industrial property systems of the CIS countries along the lines of the TRIPS Agreement, as well as of industrial property training and patent information in those countries, and the strengthening of the Eurasian patent system. Finally, the Interstate Council reelected Mr. Valery L. Petrov, Chairman, State Patent Office of Ukraine, as its Chairman for three years.

National Activities

Albania. In June 1996, WIPO organized, under the UNDP-financed country project, a study

visit for Mr. Albert Kushti, Director of the Patent Office, to the German Patent Office and the EPO in Munich, to observe the services offered by those Offices in the field of patent information and documentation.

Bulgaria. In June 1996, three WIPO officials visited the Patent Office of the Republic of Bulgaria, in Sofia, to attend the final acceptance test of the automated word and figurative trademark search system of that Office, developed by a French computer company under the United Nations Development Programme (UNDP)-financed and WIPO-executed country project.

Republic of Moldova. In June 1996, Mr. Eugen M. Stashkov, Director General, State Agency on Industrial Property Protection (AGEPI), had discussions with WIPO officials in Geneva concerning, among other items, the promotion of bilateral contacts with industrial property offices of a number of countries, and the possible organization of a seminar for patent attorneys in the coming months.

Russian Federation. In June 1996, a WIPO official spoke at a Conference on Patent Information in the Modern Age, which was organized in Moscow and Saint Petersburg to celebrate the 100th anniversary of the Russian Patent Library. Two other WIPO officials also attended. In Moscow, the three WIPO officials held discussions with a number of officials from the Committee of the Russian Federation for Patents and Trademarks (ROSPATENT) and several related patent institutes about their respective activities, in particular in the field of patent examination and documentation.

Uzbekistan. In June 1996, Mr. Akil A. Azimov, Director, Uzbek Patent Office, had discussions with the Director General and other WIPO officials in Geneva on matters of cooperation.

Contacts of the International Bureau of WIPO with Other Governments and with International Organizations

National Contacts

Germany. In June 1996, a group of three judges and another group of four judges, all members of the German Federal Patent Court, visited WIPO's headquarters and were given separate briefings by WIPO officials on recent developments at the international level in the fields of industrial property and trademarks, respectively.

Spain. In June 1996, a WIPO official had discussions with government officials in Madrid on matters of cooperation between Spain and WIPO in the field of copyright and neighboring rights.

United States of America. In June 1996, Mr. Shaun Donnelly, Deputy Assistant Secretary, Trade Policy and Programs, U.S. Department of State, had discussions with the Director General and other WIPO officials in Geneva on matters of mutual interest.

United Nations

United Nations Economic and Social Council (ECOSOC). In late June and early July 1996, a WIPO official attended the 1996 substantive session of ECOSOC, held in New York.

United Nations Educational, Scientific and Cultural Organization (UNESCO). In June 1996, a WIPO official had discussions with Unesco officials in Paris on the preparation for the WIPO/Unesco World Forum on the Preservation and Protection of Folklore, to be held in 1997.

Inter-Agency Meeting on Language Arrangements, Documentation and Publications (IAMLDP). In June 1996, a WIPO official attended a session of the IAMLDP, held in Geneva.

International Telecommunication Union (ITU). In June 1996, two ITU officials had discussions with WIPO officials in Geneva on questions relating to the communication of certain emblems

under Article 6^{ter} of the Paris Convention for the Protection of Industrial Property.

Intergovernmental Organizations

Commission of the European Communities (CEC). In June 1996, a government official from the United Kingdom Patent Office and a contractor from a private British company had discussions with WIPO officials in Geneva regarding the progress of the MIPEX (*Message-based Industrial Property information EXchange*) project for the electronic exchange of information between industrial property offices.

Also in June 1996, a WIPO official participated as a speaker in an international conference on Copyright and Related Rights on the Threshold of the 21st Century, organized by the CEC in Florence (Italy).

European Patent Office (EPO). In June 1996, a WIPO official attended the 62nd meeting of the Administrative Council of the EPO, held in Berlin.

Also in June 1996, a WIPO official attended a Workshop on the EPO PATSOFT software, organized by the EPO in Vienna. During the Workshop, the EPO's Information and Documentation Service (EPIDOS) demonstrated the latest version of that software.

Office for Harmonization in the Internal Market (Trade Marks and Designs). In June 1996, a WIPO official attended a joint session of the Administrative Board and Budget Committee of OHIM held in Alicante, in which, among other matters, questions relating to the present and future registration operations (which started in April 1996) of the Office were discussed. He also had discussions with EC officials on the preparation of an EC Regulation relating to the links between the Community Trade Mark and the Protocol Relating to the Madrid Agreement Concerning the Registration of Marks (Madrid Protocol).

Organisation for Economic Co-operation and Development (OECD). In June 1996, a WIPO

official participated, in Dublin, in a workshop entitled "Access and Pricing for Information Infrastructure Services: Communication Tariffication, Regulations and the Internet," organized by the OECD with the cooperation of the United Nations Economic Commission for Europe (ECE) and the COMTEC Research Centre of the Dublin City University. Among other topics, a registration system for domain names was discussed at the workshop.

World Trade Organization (WTO). In June 1996, WIPO was represented at a meeting of the General Council of the WTO, held in Geneva.

Also in June 1996, 24 government officials enrolled in the Trade-Policy Course for Eastern and Central European and Central Asian Countries of the WTO visited WIPO and were briefed on WIPO's activities and intellectual property in general.

Other Organizations

Association of International Librarians and Information Specialists (AILIS). In June 1996, a WIPO official attended a meeting of the Executive Committee of AILIS, held in Geneva.

Ibero-Latin-American Federation of Performers (FILAI). In June 1996, two WIPO officials attended the annual meeting of FILAI, held in Madrid.

Institute of Intellectual Property of Japan (IIP). In June 1996, a representative of IIP discussed with WIPO officials in Geneva matters of common interest and in particular IIP's international activities.

International Association for the Protection of Industrial Property (AIPPI). In June 1996, a WIPO official attended the annual meeting of the Swiss Group of AIPPI, held in Zurich.

Also in June 1996, a representative of AIPPI Brazil had discussions with WIPO officials in

Geneva on AIPPI's current activities and the new Brazilian industrial property law.

International Literary and Artistic Association (ALAI). In June 1996, a WIPO official participated as a speaker in the Study Days on "Copyright in the Cyberspace," organized by ALAI in Amsterdam.

Internet Society/Internet Engineering Task Force. In June 1996, a WIPO official attended meetings of the Internet Society and the Internet Engineering Task Force, held in Montreal (Canada) and attended by over 3,500 persons from 150 countries, including representatives of several international organizations. Among other matters, the registration system for domain names was discussed at the meetings.

Licensing Executives Society (LES). In June 1996, a five-member delegation from LES visited WIPO's headquarters to have discussions with the Director General and other WIPO officials on matters of cooperation, in particular the participation of WIPO officials and LES representatives in training seminars and meetings organized by the two organizations.

Software Publishers Association (SPA). In June 1996, a WIPO official participated as a speaker in a copyright conference, organized by SPA in Cannes (France).

Spanish Society of Performers (AIE). In June 1996, two WIPO officials attended the "First Worldwide Meeting of Artists and their Societies," which was organized by AIE in Alcalá de Henares (Spain) and gathered 200 participants representing performers societies from different regions of the world. On that occasion, two WIPO consultants from Argentina and Ghana and a WIPO official made presentations.

University of Alicante (Spain). In June 1996, a WIPO official visited that University and discussed with its officials possible cooperation in the field of intellectual property teaching.

Miscellaneous News

National Laws

Brazil. Law No. 9279/96 of May 14, 1996, Regulating Rights and Obligations in the Field of Industrial Property, entered into force on May 15, 1996, in respect of its Articles 230, 231, 232 and 239, and will enter into force on May 15, 1997, in respect of the rest of its Articles.

Colombia. Law No. 256 of January 15, 1996, on Unfair Competition, entered into force on January 1, 1996.

Republic of Moldova. The Law of September 22, 1995, on Trademarks and Appellations of Origin of Goods, entered into force on May 8, 1996.

Spain. Royal Legislative Decree No. 1/1996 of April 12, 1996, approving the revised text of the Law on Intellectual Property of November 11, 1987, entered into force on April 23, 1996.

Recent WIPO Publications

The following new publication¹ was issued by WIPO in June 1996:

¹ WIPO publications may be obtained from the Publications Sales and Distribution Unit, WIPO, 34, chemin des Colombettes, CH-1211 Geneva 20, Switzerland (telex: 412 912 OMPI CH; fax: (41-22) 733 5428; telephone: (41-22) 730 9111).

Orders should indicate: (a) the number or letter code of the publication desired, the language (G for German, R for Russian), the number of copies; (b) the full address for mailing; (c) the mail mode (surface or air). Prices cover surface mail.

Patent Cooperation Treaty (PCT) and Regulations under the PCT (as in force on January 1, 1996) (in German and Russian), No. 274(G)(R), 196 pages (G) and 223 pages (R), 18 Swiss francs.

Bank transfers should be made to WIPO account No. 487080-81 at the Swiss Credit Bank, 1211 Geneva 20, Switzerland.

Calendar of Meetings

WIPO Meetings

(Not all WIPO meetings are listed. Dates are subject to possible change.)

1996

**September 23 to October 2
(Geneva)**

Governing Bodies of WIPO and the Unions Administered by WIPO (Twenty-Ninth Series of Meetings)

Some of the Governing Bodies will meet in ordinary session, others in extraordinary session.

Invitations: As members or observers (depending on the body), States members of WIPO or the Unions and, as observers, other States and certain organizations.

October 21 to 25 (Geneva)

Committee of Experts of the Vienna Union for the International Classification of the Figurative Elements of Marks (Third Session)

The Committee will consider proposed changes to the Vienna Classification, submitted by the States members of the Vienna Union, for the purpose of publishing, in 1997, the fourth edition of the Vienna Classification.

Invitations: As members, States members of the Vienna Union and, as observers, certain States members of WIPO, the European Communities, and certain organizations.

October 28 to 31 (Geneva)

Committee of Experts on Well-Known Marks (Second Session)

The Committee will study questions concerning the application of Article *6bis* of the Paris Convention (e.g., the criteria for determining whether a mark is well known) as well as the conditions and scope of protection of famous or well-known marks against dilution and/or undue exploitation of the goodwill acquired by such marks. Moreover, it will study the feasibility of setting up, under the ægis of WIPO, a voluntary international information network for the exchange of information among countries concerning marks that may be considered to be well known or famous.

Invitations: States members of the Paris Union, the European Communities and, as observers, States members of WIPO not members of the Paris Union and certain organizations.

November 4 to 8 (Geneva)

Committee of Experts on the Development of the Hague Agreement (Sixth Session)

The Committee will consider a revised draft new Act of the Hague Agreement Concerning the International Deposit of Industrial Designs intended to introduce into the Hague system provisions designed to encourage States not yet party to the Agreement to participate in the system and to facilitate greater use of the system by applicants.

Invitations: States members of the Hague Union and, as observers, States members of the Paris Union or of WIPO not members of the Hague Union and certain organizations.

November 18 to 22 (Geneva)

Committee of Experts on the Patent Law Treaty (Third Session)

The Committee of Experts will continue to examine a draft Patent Law Treaty with draft Regulations and draft Model International Forms. These texts deal with the following aspects of patent procedure: application; representation; signature; filing date; unity of invention; request for recordal of change in name and address; request for recordal of change in ownership; request for correction of a mistake; opportunity to make observations, amendments and corrections in case of intended refusal and, subject to a decision of WIPO's Governing Bodies at their 1996 session, belated claiming of priority, as well as restoration of rights where a time limit has been missed, and extension of time limits. The aim of the draft Treaty is to achieve a simplification of formalities which may be required in patent procedures.

Invitations: States members of the Paris Union and/or WIPO and, as observers, other States members of the United Nations and certain organizations.

- December 2 to 20 (Geneva, CIGG¹)** **WIPO Diplomatic Conference on Certain Copyright and Neighboring Rights Questions**
 The Diplomatic Conference will be convened to adopt one or more multilateral treaties on the basis of the work of the two Committees of Experts which met in May 1996.
Invitations: As delegations: States members of WIPO, the European Communities; as observers: States not members of WIPO but members of the United Nations, certain organizations.
- 1997**
- January 20 to 23 (Geneva)** **Working Group on Business Identifiers and Names and Emblems of Non-Profit Organizations**
 The Working Group will discuss the legal aspects concerning protection of business identifiers (such as marks, brand names, slogans, logos, etc.) and names and emblems of non-profit organizations and possible improvements of the protection of business identifiers and of such names and emblems.
Invitations: States members of the Paris Union, States members of WIPO not members of the Paris Union and certain organizations.
- February 17 to 20 (Geneva)** **Committee of Experts on Trademark Licensing (First Session)**
 The Committee will study questions concerning the formalities and other legal aspects of trademark licensing.
Invitations: States members of the Paris Union and the European Communities and, as observers, States members of WIPO not members of the Paris Union and certain organizations.

UPOV Meetings

(Not all UPOV meetings are listed. Dates are subject to possible change.)

1996

- October 16 to 18 (Geneva)** **Technical Committee**
Invitations: Member States of UPOV and, as observers, certain non-member States and intergovernmental and non-governmental organizations.
- October 21 (Geneva)** **Administrative and Legal Committee**
Invitations: Member States of UPOV and, as observers, certain non-member States and intergovernmental organizations.
- October 22 (Geneva)** **Consultative Committee (Fifty-Second Session)**
Invitations: Member States of UPOV.
- October 23 (Geneva)** **Council (Thirtieth Ordinary Session)**
Invitations: Member States of UPOV and, as observers, certain non-member States and intergovernmental and non-governmental organizations.

¹ CIGG: International Conference Center Geneva/Centre International de Conférences Genève.