

# WIPO



**PT/DC/47**  
**ORIGINAL:** English  
**DATE:** June 2, 2000

# E

**WORLD INTELLECTUAL PROPERTY ORGANIZATION**  
GENEVA

## **DIPLOMATIC CONFERENCE FOR THE ADOPTION OF THE PATENT LAW TREATY**

**Geneva, May 11 to June 2, 2000**

PATENT LAW TREATY,  
REGULATIONS UNDER THE PATENT LAW TREATY AND  
AGREED STATEMENTS BY THE DIPLOMATIC CONFERENCE

*adopted by the Diplomatic Conference on June 1, 2000*



PATENT LAW TREATY

## PATENT LAW TREATY

*TABLE OF CONTENTS*

Article 1	Abbreviated Expressions
Article 2	General Principles
Article 3	Applications and Patents to Which the Treaty Applies
Article 4	Security Exception
Article 5	Filing Date
Article 6	Application
Article 7	Representation
Article 8	Communications; Addresses
Article 9	Notifications
Article 10	Validity of Patent; Revocation
Article 11	Relief in Respect of Time Limits
Article 12	Reinstatement of Rights After a Finding of Due Care or Unintentionality by the Office
Article 13	Correction or Addition of Priority Claim; Restoration of Priority Right
Article 14	Regulations
Article 15	Relation to the Paris Convention
Article 16	Effect of Revisions, Amendments and Modifications of the Patent Cooperation Treaty
Article 17	Assembly
Article 18	International Bureau
Article 19	Revisions
Article 20	Becoming Party to the Treaty
Article 21	Entry into Force; Effective Dates of Ratifications and Accessions

Article 22	Application of the Treaty to Existing Applications and Patents
Article 23	Reservations
Article 24	Denunciation of the Treaty
Article 25	Languages of the Treaty
Article 26	Signature of the Treaty
Article 27	Depositary; Registration

*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 or with other matters covered by this Treaty;

(ii) “application” means an application for the grant of a patent, as referred to in Article 3;

(iii) “patent” means a patent as referred to in Article 3;

(iv) references to a “person” shall be construed as including, in particular, a natural person and a legal entity;

(v) “communication” means any application, or any request, declaration, document, correspondence or other information relating to an application or patent, whether relating to a procedure under this Treaty or not, which is filed with the Office;

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

(vii) “recordation” means any act of including information in the records of the Office;

(viii) “applicant” means the person whom the records of the Office show, pursuant to the applicable law, as the person who is applying for the patent, or as another person who is filing or prosecuting the application;

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

(x) “representative” means a representative under the applicable law;

(xi) “signature” means any means of self-identification;

(xii) “a language accepted by the Office” means any one language accepted by the Office for the relevant procedure before the Office;

(xiii) “translation” means a translation into a language or, where appropriate, a transliteration into an alphabet or character set, accepted by the Office;

(xiv) “procedure before the Office” means any procedure in proceedings before the Office with respect to an application or patent;

[Article 1, continued]

(xv) except where the context indicates otherwise, words in the singular include the plural, and *vice versa*, and masculine personal pronouns include the feminine;

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

(xvii) “Patent Cooperation Treaty” means the Patent Cooperation Treaty, signed on June 19, 1970, together with the Regulations and the Administrative Instructions under that Treaty, as revised, amended and modified;

(xviii) “Contracting Party” means any State or intergovernmental organization that is party to this Treaty;

(xix) “applicable law” means, where the Contracting Party is a State, the law of that State and, where the Contracting Party is an intergovernmental organization, the legal enactments under which that intergovernmental organization operates;

(xx) “instrument of ratification” shall be construed as including instruments of acceptance or approval;

(xxi) “Organization” means the World Intellectual Property Organization;

(xxii) “International Bureau” means the International Bureau of the Organization;

(xxiii) “Director General” means the Director General of the Organization.

## *Article 2*

### *General Principles*

(1) [*More Favorable Requirements*] A Contracting Party shall be free to provide for requirements which, from the viewpoint of applicants and owners, are more favorable than the requirements referred to in this Treaty and the Regulations, other than Article 5.

(2) [*No Regulation of Substantive Patent Law*] Nothing in this Treaty or the Regulations is intended to be construed as prescribing anything that would limit the freedom of a Contracting Party to prescribe such requirements of the applicable substantive law relating to patents as it desires.

*Article 3*

*Applications and Patents to Which the Treaty Applies*

(1) [*Applications*] (a) The provisions of this Treaty and the Regulations shall apply to national and regional applications for patents for invention and for patents of addition, which are filed with or for the Office of a Contracting Party, and which are:

(i) types of applications permitted to be filed as international applications under the Patent Cooperation Treaty;

(ii) divisional applications of the types of applications referred to in item (i), for patents for invention or for patents of addition, as referred to in Article 4G(1) or (2) of the Paris Convention.

(b) Subject to the provisions of the Patent Cooperation Treaty, the provisions of this Treaty and the Regulations shall apply to international applications, for patents for invention and for patents of addition, under the Patent Cooperation Treaty:

(i) in respect of the time limits applicable under Articles 22 and 39(1) of the Patent Cooperation Treaty in the Office of a Contracting Party;

(ii) in respect of any procedure commenced on or after the date on which processing or examination of the international application may start under Article 23 or 40 of that Treaty.

(2) [*Patents*] The provisions of this Treaty and the Regulations shall apply to national and regional patents for invention, and to national and regional patents of addition, which have been granted with effect for a Contracting Party.

*Article 4*

*Security Exception*

Nothing in this Treaty and the Regulations shall limit the freedom of a Contracting Party to take any action it deems necessary for the preservation of essential security interests.



*Article 5*

*Filing Date*

(1) [*Elements of Application*] (a) Except as otherwise prescribed in the Regulations, and subject to paragraphs (2) to (8), a Contracting Party shall provide that the filing date of an application shall be the date on which its Office has received all of the following elements, filed, at the option of the applicant, on paper or as otherwise permitted by the Office for the purposes of the filing date:

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

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

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

(b) A Contracting Party may, for the purposes of the filing date, accept a drawing as the element referred to in subparagraph (a)(iii).

(c) For the purposes of the filing date, a Contracting Party may require both information allowing the identity of the applicant to be established and information allowing the applicant to be contacted by the Office, or it may accept evidence allowing the identity of the applicant to be established or allowing the applicant to be contacted by the Office, as the element referred to in subparagraph (a)(ii).

(2) [*Language*] (a) A Contracting Party may require that the indications referred to in paragraph (1)(a)(i) and (ii) be in a language accepted by the Office.

(b) The part referred to in paragraph (1)(a)(iii) may, for the purposes of the filing date, be filed in any language.

(3) [*Notification*] Where the application does not comply with one or more of the requirements applied by the Contracting Party under paragraphs (1) and (2), the Office shall, as soon as practicable, notify the applicant, giving the opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

(4) [*Subsequent Compliance with Requirements*] (a) Where one or more of the requirements applied by the Contracting Party under paragraphs (1) and (2) are not complied with in the application as initially filed, the filing date shall, subject to subparagraph (b) and paragraph (6), be the date on which all of the requirements applied by the Contracting Party under paragraphs (1) and (2) are subsequently complied with.

(b) A Contracting Party may provide that, where one or more of the requirements referred to in subparagraph (a) are not complied with within the time limit prescribed in the Regulations, the application shall be deemed not to have been filed. Where the application is deemed not to have been filed, the Office shall notify the applicant accordingly, indicating the reasons therefor.

[Article 5, continued]

(5) [*Notification Concerning Missing Part of Description or Drawing*] Where, in establishing the filing date, the Office finds that a part of the description appears to be missing from the application, or that the application refers to a drawing which appears to be missing from the application, the Office shall promptly notify the applicant accordingly.

(6) [*Filing Date Where Missing Part of Description or Drawing Is Filed*] (a) Where a missing part of the description or a missing drawing is filed with the Office within the time limit prescribed in the Regulations, that part of the description or drawing shall be included in the application, and, subject to subparagraphs (b) and (c), the filing date shall be the date on which the Office has received that part of the description or that drawing, or the date on which all of the requirements applied by the Contracting Party under paragraphs (1) and (2) are complied with, whichever is later.

(b) Where the missing part of the description or the missing drawing is filed under subparagraph (a) to rectify its omission from an application which, at the date on which one or more elements referred to in paragraph (1)(a) were first received by the Office, claims the priority of an earlier application, the filing date shall, upon the request of the applicant filed within a time limit prescribed in the Regulations, and subject to the requirements prescribed in the Regulations, be the date on which all the requirements applied by the Contracting Party under paragraphs (1) and (2) are complied with.

(c) Where the missing part of the description or the missing drawing filed under subparagraph (a) is withdrawn within a time limit fixed by the Contracting Party, the filing date shall be the date on which the requirements applied by the Contracting Party under paragraphs (1) and (2) are complied with.

(7) [*Replacing Description and Drawings by Reference to a Previously Filed Application*] (a) Subject to the requirements prescribed in the Regulations, a reference, made upon the filing of the application, in a language accepted by the Office, to a previously filed application shall, for the purposes of the filing date of the application, replace the description and any drawings.

(b) Where the requirements referred to in subparagraph (a) are not complied with, the application may be deemed not to have been filed. Where the application is deemed not to have been filed, the Office shall notify the applicant accordingly, indicating the reasons therefor.

(8) [*Exceptions*] Nothing in this Article shall limit:

(i) the right of an applicant under Article 4G(1) or (2) of the Paris Convention to preserve, as the date of a divisional application referred to in that Article, the date of the initial application referred to in that Article and the benefit of the right of priority, if any;

(ii) the freedom of a Contracting Party to apply any requirements necessary to accord the benefit of the filing date of an earlier application to an application of any type prescribed in the Regulations.

*Article 6*

*Application*

(1) [*Form or Contents of Application*] Except where otherwise provided for by this Treaty, no Contracting Party shall require compliance with any requirement relating to the form or contents of an application different from or additional to:

(i) the requirements relating to form or contents which are provided for in respect of international applications under the Patent Cooperation Treaty;

(ii) the requirements relating to form or contents compliance with which, under the Patent Cooperation Treaty, may be required by the Office of, or acting for, any State party to that Treaty once the processing or examination of an international application, as referred to in Article 23 or 40 of the said Treaty, has started;

(iii) any further requirements prescribed in the Regulations.

(2) [*Request Form*] (a) A Contracting Party may require that the contents of an application which correspond to the contents of the request of an international application under the Patent Cooperation Treaty be presented on a request Form prescribed by that Contracting Party. A Contracting Party may also require that any further contents allowed under paragraph (1)(ii) or prescribed in the Regulations pursuant to paragraph (1)(iii) be contained in that request Form.

(b) Notwithstanding subparagraph (a), and subject to Article 8(1), a Contracting Party shall accept the presentation of the contents referred to in subparagraph (a) on a request Form provided for in the Regulations.

(3) [*Translation*] A Contracting Party may require a translation of any part of the application that is not in a language accepted by its Office. A Contracting Party may also require a translation of the parts of the application, as prescribed in the Regulations, that are in a language accepted by the Office, into any other languages accepted by that Office.

(4) [*Fees*] A Contracting Party may require that fees be paid in respect of the application. A Contracting Party may apply the provisions of the Patent Cooperation Treaty relating to payment of application fees.

(5) [*Priority Document*] Where the priority of an earlier application is claimed, a Contracting Party may require that a copy of the earlier application, and a translation where the earlier application is not in a language accepted by the Office, be filed in accordance with the requirements prescribed in the Regulations.

(6) [*Evidence*] A Contracting Party may require that evidence in respect of any matter referred to in paragraph (1) or (2) or in a declaration of priority, or any translation referred to in paragraph (3) or (5), be filed with its Office in the course of the processing of the application only where that Office may reasonably doubt the veracity of that matter or the accuracy of that translation.

[Article 6, continued]

(7) [*Notification*] Where one or more of the requirements applied by the Contracting Party under paragraphs (1) to (6) are not complied with, the Office shall notify the applicant, giving the opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

(8) [*Non-Compliance with Requirements*] (a) Where one or more of the requirements applied by the Contracting Party under paragraphs (1) to (6) are not complied with within the time limit prescribed in the Regulations, the Contracting Party may, subject to subparagraph (b) and Articles 5 and 10, apply such sanction as is provided for in its law.

(b) Where any requirement applied by the Contracting Party under paragraph (1), (5) or (6) in respect of a priority claim is not complied with within the time limit prescribed in the Regulations, the priority claim may, subject to Article 13, be deemed non-existent. Subject to Article 5(7)(b), no other sanctions may be applied.

## Article 7

### *Representation*

(1) [*Representatives*] (a) A Contracting Party may require that a representative appointed for the purposes of any procedure before the Office:

(i) have the right, under the applicable law, to practice before the Office in respect of applications and patents;

(ii) provide, as his address, an address on a territory prescribed by the Contracting Party.

(b) Subject to subparagraph (c), an act, with respect to any procedure before the Office, by or in relation to a representative who complies with the requirements applied by the Contracting Party under subparagraph (a), shall have the effect of an act by or in relation to the applicant, owner or other interested person who appointed that representative.

(c) A Contracting Party may provide that, in the case of an oath or declaration or the revocation of a power of attorney, the signature of a representative shall not have the effect of the signature of the applicant, owner or other interested person who appointed that representative.

(2) [*Mandatory Representation*] (a) A Contracting Party may require that an applicant, owner or other interested person appoint a representative for the purposes of any procedure before the Office, except that an assignee of an application, an applicant, owner or other interested person may act himself before the Office for the following procedures:

- (i) the filing of an application for the purposes of the filing date;
- (ii) the mere payment of a fee;
- (iii) any other procedure as prescribed in the Regulations;
- (iv) the issue of a receipt or notification by the Office in respect of any procedure referred to in items (i) to (iii).

(b) A maintenance fee may be paid by any person.

(3) [*Appointment of Representative*] A Contracting Party shall accept that the appointment of the representative be filed with the Office in a manner prescribed in the Regulations.

(4) [*Prohibition of Other Requirements*] No Contracting Party may require that formal requirements other than those referred to in paragraphs (1) to (3) be complied with in respect of the matters dealt with in those paragraphs, except where otherwise provided for by this Treaty or prescribed in the Regulations.

(5) [*Notification*] Where one or more of the requirements applied by the Contracting Party under paragraphs (1) to (3) are not complied with, the Office shall notify the assignee of the application, applicant, owner or other interested person, giving the opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

(6) [*Non-Compliance with Requirements*] Where one or more of the requirements applied by the Contracting Party under paragraphs (1) to (3) are not complied with within the time limit prescribed in the Regulations, the Contracting Party may apply such sanction as is provided for in its law.

## Article 8

### *Communications; Addresses*

(1) [*Form and Means of Transmittal of Communications*] (a) Except for the establishment of a filing date under Article 5(1), and subject to Article 6(1), the Regulations shall, subject to subparagraphs (b) to (d), set out the requirements which a Contracting Party shall be permitted to apply as regards the form and means of transmittal of communications.

[Article 8(1), continued]

(b) No Contracting Party shall be obliged to accept the filing of communications other than on paper.

(c) No Contracting Party shall be obliged to exclude the filing of communications on paper.

(d) A Contracting Party shall accept the filing of communications on paper for the purpose of complying with a time limit.

(2) [*Language of Communications*] A Contracting Party may, except where otherwise provided for by this Treaty or the Regulations, require that a communication be in a language accepted by the Office.

(3) [*Model International Forms*] Notwithstanding paragraph (1)(a), and subject to paragraph (1)(b) and Article 6(2)(b), a Contracting Party shall accept the presentation of the contents of a communication on a Form which corresponds to a Model International Form in respect of such a communication provided for in the Regulations, if any.

(4) [*Signature of Communications*] (a) Where a Contracting Party requires a signature for the purposes of any communication, that Contracting Party shall accept any signature that complies with the requirements prescribed in the Regulations.

(b) No Contracting Party may require the attestation, notarization, authentication, legalization or other certification of any signature which is communicated to its Office, except in respect of any quasi-judicial proceedings or as prescribed in the Regulations.

(c) Subject to subparagraph (b), a Contracting Party may require that evidence be filed with the Office only where the Office may reasonably doubt the authenticity of any signature.

(5) [*Indications in Communications*] A Contracting Party may require that any communication contain one or more indications prescribed in the Regulations.

(6) [*Address for Correspondence, Address for Legal Service and Other Address*] A Contracting Party may, subject to any provisions prescribed in the Regulations, require that an applicant, owner or other interested person indicate in any communication:

(i) an address for correspondence;

(ii) an address for legal service;

(iii) any other address provided for in the Regulations.

(7) [*Notification*] Where one or more of the requirements applied by the Contracting Party under paragraphs (1) to (6) are not complied with in respect of communications, the Office shall notify the applicant, owner or other interested person, giving the opportunity to comply with any such requirement, and to make observations, within the time limit prescribed in the Regulations.

(8) [*Non-Compliance with Requirements*] Where one or more of the requirements applied by the Contracting Party under paragraphs (1) to (6) are not complied with within the time limit prescribed in the Regulations, the Contracting Party may, subject to Articles 5 and 10 and to any exceptions prescribed in the Regulations, apply such sanction as is provided for in its law.

## Article 9

### *Notifications*

(1) [*Sufficient Notification*] Any notification under this Treaty or the Regulations which is sent by the Office to an address for correspondence or address for legal service indicated under Article 8(6), or any other address provided for in the Regulations for the purpose of this provision, and which complies with the provisions with respect to that notification, shall constitute a sufficient notification for the purposes of this Treaty and the Regulations.

(2) [*If Indications Allowing Contact Were Not Filed*] Nothing in this Treaty and in the Regulations shall oblige a Contracting Party to send a notification to an applicant, owner or other interested person, if indications allowing that applicant, owner or other interested person to be contacted have not been filed with the Office.

(3) [*Failure to Notify*] Subject to Article 10(1), where an Office does not notify an applicant, owner or other interested person of a failure to comply with any requirement under this Treaty or the Regulations, that absence of notification does not relieve that applicant, owner or other interested person of the obligation to comply with that requirement.

## Article 10

### *Validity of Patent; Revocation*

(1) [*Validity of Patent Not Affected by Non-Compliance with Certain Formal Requirements*] Non-compliance with one or more of the formal requirements referred to in Articles 6(1), (2), (4) and (5) and 8(1) to (4) with respect to an application may not be a ground for revocation or invalidation of a patent, either totally or in part, except where the non-compliance with the formal requirement occurred as a result of a fraudulent intention.

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

[Article 10, continued]

(3) [*No Obligation for Special Procedures*] Paragraphs (1) and (2) do not create any obligation to put in place judicial procedures for the enforcement of patent rights distinct from those for the enforcement of law in general.

### *Article 11*

#### *Relief in Respect of Time Limits*

(1) [*Extension of Time Limits*] A Contracting Party may provide for the extension, for the period prescribed in the Regulations, of a time limit fixed by the Office for an action in a procedure before the Office in respect of an application or a patent, if a request to that effect is made to the Office in accordance with the requirements prescribed in the Regulations, and the request is filed, at the option of the Contracting Party:

- (i) prior to the expiration of the time limit; or
- (ii) after the expiration of the time limit, and within the time limit prescribed in the Regulations.

(2) [*Continued Processing*] Where an applicant or owner has failed to comply with a time limit fixed by the Office of a Contracting Party for an action in a procedure before the Office in respect of an application or a patent, and that Contracting Party does not provide for extension of a time limit under paragraph (1)(ii), the Contracting Party shall provide for continued processing with respect to the application or patent and, if necessary, reinstatement of the rights of the applicant or owner with respect to that application or patent, if:

- (i) a request to that effect is made to the Office in accordance with the requirements prescribed in the Regulations;
- (ii) the request is filed, and all of the requirements in respect of which the time limit for the action concerned applied are complied with, within the time limit prescribed in the Regulations.

(3) [*Exceptions*] No Contracting Party shall be required to provide for the relief referred to in paragraph (1) or (2) with respect to the exceptions prescribed in the Regulations.

(4) [*Fees*] A Contracting Party may require that a fee be paid in respect of a request under paragraph (1) or (2).

(5) [*Prohibition of Other Requirements*] No Contracting Party may require that requirements other than those referred to in paragraphs (1) to (4) be complied with in respect of the relief provided for under paragraph (1) or (2), except where otherwise provided for by this Treaty or prescribed in the Regulations.



(6) [*Opportunity to Make Observations in Case of Intended Refusal*] A request under paragraph (1) or (2) may not be refused without the applicant or owner being given the opportunity to make observations on the intended refusal within a reasonable time limit.

*Article 12*

*Reinstatement of Rights After a Finding of Due Care  
or Unintentionality by the Office*

(1) [*Request*] A Contracting Party shall provide that, where an applicant or owner has failed to comply with a time limit for an action in a procedure before the Office, and that failure has the direct consequence of causing a loss of rights with respect to an application or patent, the Office shall reinstate the rights of the applicant or owner with respect to the application or patent concerned, if:

(i) a request to that effect is made to the Office in accordance with the requirements prescribed in the Regulations;

(ii) the request is filed, and all of the requirements in respect of which the time limit for the said action applied are complied with, within the time limit prescribed in the Regulations;

(iii) the request states the reasons for the failure to comply with the time limit; and

(iv) the Office finds that the failure to comply with the time limit occurred in spite of due care required by the circumstances having been taken or, at the option of the Contracting Party, that any delay was unintentional.

(2) [*Exceptions*] No Contracting Party shall be required to provide for the reinstatement of rights under paragraph (1) with respect to the exceptions prescribed in the Regulations.

(3) [*Fees*] A Contracting Party may require that a fee be paid in respect of a request under paragraph (1).

(4) [*Evidence*] A Contracting Party may require that a declaration or other evidence in support of the reasons referred to in paragraph (1)(iii) be filed with the Office within a time limit fixed by the Office.

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

*Article 13*

*Correction or Addition of Priority Claim; Restoration of Priority Right*

(1) [*Correction or Addition of Priority Claim*] Except where otherwise prescribed in the Regulations, a Contracting Party shall provide for the correction or addition of a priority claim with respect to an application (“the subsequent application”), if:

(i) a request to that effect is made to the Office in accordance with the requirements prescribed in the Regulations;

(ii) the request is filed within the time limit prescribed in the Regulations;  
and

(iii) the filing date of the subsequent application is not later than the date of the expiration of the priority period calculated from the filing date of the earliest application whose priority is claimed.

(2) [*Delayed Filing of the Subsequent Application*] Taking into consideration Article 15, a Contracting Party shall provide that, where an application (“the subsequent application”) which claims or could have claimed the priority of an earlier application has a filing date which is later than the date on which the priority period expired, but within the time limit prescribed in the Regulations, the Office shall restore the right of priority, if:

(i) a request to that effect is made to the Office in accordance with the requirements prescribed in the Regulations;

(ii) the request is filed within the time limit prescribed in the Regulations;

(iii) the request states the reasons for the failure to comply with the priority period; and

(iv) the Office finds that the failure to file the subsequent application within the priority period occurred in spite of due care required by the circumstances having been taken or, at the option of the Contracting Party, was unintentional.

(3) [*Failure to File a Copy of Earlier Application*] A Contracting Party shall provide that, where a copy of an earlier application required under Article 6(5) is not filed with the Office within the time limit prescribed in the Regulations pursuant to Article 6, the Office shall restore the right of priority, if:

(i) a request to that effect is made to the Office in accordance with the requirements prescribed in the Regulations;

(ii) the request is filed within the time limit for filing the copy of the earlier application prescribed in the Regulations pursuant to Article 6(5);

(iii) the Office finds that the request for the copy to be provided had been filed with the Office with which the earlier application was filed, within the time limit prescribed in the Regulations; and

(iv) a copy of the earlier application is filed within the time limit prescribed in the Regulations.

(4) [*Fees*] A Contracting Party may require that a fee be paid in respect of a request under paragraphs (1) to (3).

(5) [*Evidence*] A Contracting Party may require that a declaration or other evidence in support of the reasons referred to in paragraph (2)(iii) be filed with the Office within a time limit fixed by the Office.

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

#### *Article 14*

#### *Regulations*

- (1) [*Content*] (a) The Regulations annexed to this Treaty provide rules concerning:
- (i) matters which this Treaty expressly provides are to be “prescribed in the Regulations”;
  - (ii) details useful in the implementation of the provisions of this Treaty;
  - (iii) administrative requirements, matters or procedures.
- (b) The Regulations also provide rules concerning the formal requirements which a Contracting Party shall be permitted to apply in respect of requests for:
- (i) recordation of change in name or address;
  - (ii) recordation of change in applicant or owner;
  - (iii) recordation of a license or a security interest;
  - (iv) correction of a mistake.
- (c) The Regulations also provide for the establishment of Model International Forms, and for the establishment of a request Form for the purposes of Article 6(2)(b), by the Assembly, with the assistance of the International Bureau.

[Article 14, continued]

(2) [*Amending the Regulations*] Subject to paragraph (3), any amendment of the Regulations shall require three-fourths of the votes cast.

(3) [*Requirement of Unanimity*] (a) The Regulations may specify provisions of the Regulations which may be amended only by unanimity.

(b) Any amendment of the Regulations resulting in the addition of provisions to, or the deletion of provisions from, the provisions specified in the Regulations pursuant to subparagraph (a) shall require unanimity.

(c) In determining whether unanimity is attained, only votes actually cast shall be taken into consideration. Abstentions shall not be considered as votes.

(4) [*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.

#### *Article 15*

##### *Relation to the Paris Convention*

(1) [*Obligation to Comply with the Paris Convention*] Each Contracting Party shall comply with the provisions of the Paris Convention which concern patents.

(2) [*Obligations and Rights Under the Paris Convention*] (a) Nothing in this Treaty shall derogate from obligations that Contracting Parties have to each other under the Paris Convention.

(b) Nothing in this Treaty shall derogate from rights that applicants and owners enjoy under the Paris Convention.

#### *Article 16*

##### *Effect of Revisions, Amendments and Modifications of the Patent Cooperation Treaty*

(1) [*Applicability of Revisions, Amendments and Modifications of the Patent Cooperation Treaty*] Subject to paragraph (2), any revision, amendment or modification of the Patent Cooperation Treaty made after June 2, 2000, which is consistent with the Articles of this Treaty, shall apply for the purposes of this Treaty and the Regulations if the Assembly so decides, in the particular case, by three-fourths of the votes cast.

[Article 16, continued]

(2) [*Non-Applicability of Transitional Provisions of the Patent Cooperation Treaty*] Any provision of the Patent Cooperation Treaty, by virtue of which a revised, amended or modified provision of that Treaty does not apply to a State party to it, or to the Office of or acting for such a State, for as long as the latter provision is incompatible with the law applied by that State or Office, shall not apply for the purposes of this Treaty and the Regulations.

*Article 17*

*Assembly*

(1) [*Composition*] (a) The Contracting Parties shall have an Assembly.

(b) Each Contracting Party shall be represented in the Assembly by one delegate, who may be assisted by alternate delegates, advisors and experts. Each delegate may represent only one Contracting Party.

(2) [*Tasks*] The Assembly shall:

(i) deal with matters concerning the maintenance and development of this Treaty and the application and operation of this Treaty;

(ii) establish Model International Forms, and the request Form, referred to in Article 14(1)(c), with the assistance of the International Bureau;

(iii) amend the Regulations;

(iv) determine the conditions for the date of application of each Model International Form, and the request Form, referred to in item (ii), and each amendment referred to in item (iii);

(v) decide, pursuant to Article 16(1), whether any revision, amendment or modification of the Patent Cooperation Treaty shall apply for the purposes of this Treaty and the Regulations;

(vi) perform such other functions as are appropriate under this Treaty.

(3) [*Quorum*] (a) One-half of the members of the Assembly which are States shall constitute a quorum.

(b) Notwithstanding subparagraph (a), if, in any session, the number of the members of the Assembly which are States and are represented is less than one-half but equal to or more than one-third of the members of the Assembly which are States, the Assembly may make decisions but, with the exception of decisions concerning its own procedure, all such decisions shall take effect only if the conditions set forth hereinafter are fulfilled. The International Bureau shall communicate the said decisions to the members of the Assembly which are States and were not represented and shall invite them to express in writing their

[Article 17(3)(b), continued]

vote or abstention within a period of three months from the date of the communication. If, at the expiration of this period, the number of such members having thus expressed their vote or abstention attains the number of the members which was lacking for attaining the quorum in the session itself, such decisions shall take effect, provided that at the same time the required majority still obtains.

(4) [*Taking Decisions in the Assembly*] (a) The Assembly shall endeavor to take its decisions by consensus.

(b) Where a decision cannot be arrived at by consensus, the matter at issue shall be decided by voting. In such a case:

(i) each Contracting Party that is a State shall have one vote and shall vote only in its own name; and

(ii) any Contracting Party that is an intergovernmental organization may participate in the vote, in place of its Member States, with a number of votes equal to the number of its Member States which are party to this Treaty. No such intergovernmental organization shall participate in the vote if any one of its Member States exercises its right to vote and *vice versa*. In addition, no such intergovernmental organization shall participate in the vote if any one of its Member States party to this Treaty is a Member State of another such intergovernmental organization and that other intergovernmental organization participates in that vote.

(5) [*Majorities*] (a) Subject to Articles 14(2) and (3), 16(1) and 19(3), the decisions of the Assembly shall require two-thirds of the votes cast.

(b) In determining whether the required majority is attained, only votes actually cast shall be taken into consideration. Abstentions shall not be considered as votes.

(6) [*Sessions*] The Assembly shall meet in ordinary session once every two years upon convocation by the Director General.

(7) [*Rules of Procedure*] The Assembly shall establish its own rules of procedure, including rules for the convocation of extraordinary sessions.

## Article 18

### *International Bureau*

(1) [*Administrative Tasks*] (a) The International Bureau shall perform the administrative tasks concerning this Treaty.

(b) In particular, the International Bureau shall prepare the meetings and provide the secretariat of the Assembly and of such committees of experts and working groups as may be established by the Assembly.

[Article 18, continued]

(2) [*Meetings Other than Sessions of the Assembly*] The Director General shall convene any committee and working group established by the Assembly.

(3) [*Role of the International Bureau in the Assembly and Other Meetings*] (a) The Director General and persons designated by the Director General shall participate, without the right to vote, in all meetings of the Assembly, the committees and working groups established by the Assembly.

(b) The Director General or a staff member designated by the Director General shall be *ex officio* secretary of the Assembly, and of the committees and working groups referred to in subparagraph (a).

(4) [*Conferences*] (a) The International Bureau shall, in accordance with the directions of the Assembly, make the preparations for any revision conferences.

(b) The International Bureau may consult with member States of the Organization, intergovernmental organizations and international and national non-governmental organizations concerning the said preparations.

(c) The Director General and persons designated by the Director General shall take part, without the right to vote, in the discussions at revision conferences.

(5) [*Other Tasks*] The International Bureau shall carry out any other tasks assigned to it in relation to this Treaty.

## Article 19

### Revisions

(1) [*Revision of the Treaty*] Subject to paragraph (2), this Treaty may be revised by a conference of the Contracting Parties. The convocation of any revision conference shall be decided by the Assembly.

(2) [*Revision or Amendment of Certain Provisions of the Treaty*] Article 17(2) and (6) may be amended either by a revision conference, or by the Assembly according to the provisions of paragraph (3).

(3) [*Amendment by the Assembly of Certain Provisions of the Treaty*] (a) Proposals for the amendment by the Assembly of Article 17(2) and (6) may be initiated by any Contracting Party or by the Director General. Such proposals shall be communicated by the Director General to the Contracting Parties at least six months in advance of their consideration by the Assembly.

(b) Adoption of any amendment to the provisions referred to in subparagraph (a) shall require three-fourths of the votes cast.

[Article 19(3), continued]

(c) Any amendment to the provisions referred to in subparagraph (a) shall enter into force one month after written notifications of acceptance, effected in accordance with their respective constitutional processes, have been received by the Director General from three-fourths of the Contracting Parties which were members of the Assembly at the time the Assembly adopted the amendment. Any amendment to the said provisions thus accepted shall bind all the Contracting Parties at the time the amendment enters into force, and States and intergovernmental organizations which become Contracting Parties at a subsequent date.

## *Article 20*

### *Becoming Party to the Treaty*

(1) [*States*] Any State which is party to the Paris Convention or which is a member of the Organization, and in respect of which patents may be granted, either through the State's own Office or through the Office of another State or intergovernmental organization, may become party to this Treaty.

(2) [*Intergovernmental Organizations*] Any intergovernmental organization may become party to this Treaty if at least one member State of that intergovernmental organization is party to the Paris Convention or a member of the Organization, and the intergovernmental organization declares that it has been duly authorized, in accordance with its internal procedures, to become party to this Treaty, and declares that:

(i) it is competent to grant patents with effect for its member States; or

(ii) it is competent in respect of, and has its own legislation binding on all its member States concerning, matters covered by this Treaty, and it has, or has charged, a regional Office for the purpose of granting patents with effect in its territory in accordance with that legislation.

Subject to paragraph (3), any such declaration shall be made at the time of the deposit of the instrument of ratification or accession.

(3) [*Regional Patent Organizations*] The European Patent Organisation, the Eurasian Patent Organization and the African Regional Industrial Property Organization, having made the declaration referred to in paragraph (2)(i) or (ii) in the Diplomatic Conference that has adopted this Treaty, may become party to this Treaty as an intergovernmental organization, if it declares, at the time of the deposit of the instrument of ratification or accession that it has been duly authorized, in accordance with its internal procedures, to become party to this Treaty.



(4) [*Ratification or Accession*] Any State or intergovernmental organization satisfying the requirements in paragraph (1), (2) or (3) may deposit:

- (i) an instrument of ratification if it has signed this Treaty; or
- (ii) an instrument of accession if it has not signed this Treaty.

### *Article 21*

#### *Entry into Force; Effective Dates of Ratifications and Accessions*

(1) [*Entry into Force of this Treaty*] This Treaty shall enter into force three months after ten instruments of ratification or accession by States have been deposited with the Director General.

(2) [*Effective Dates of Ratifications and Accessions*] This Treaty shall bind:

(i) the ten States referred to in paragraph (1), from the date on which this Treaty has entered into force;

(ii) each other State, from the expiration of three months after the date on which the State has deposited its instrument of ratification or accession with the Director General, or from any later date indicated in that instrument, but no later than six months after the date of such deposit;

(iii) each of the European Patent Organisation, the Eurasian Patent Organization and the African Regional Industrial Property Organization, from the expiration of three months after the deposit of its instrument of ratification or accession, or from any later date indicated in that instrument, but no later than six months after the date of such deposit, if such instrument has been deposited after the entry into force of this Treaty according to paragraph (1), or three months after the entry into force of this Treaty if such instrument has been deposited before the entry into force of this Treaty;

(iv) any other intergovernmental organization that is eligible to become party to this Treaty, from the expiration of three months after the deposit of its instrument of ratification or accession, or from any later date indicated in that instrument, but no later than six months after the date of such deposit.

*Article 22*

*Application of the Treaty to Existing Applications and Patents*

(1) [*Principle*] Subject to paragraph (2), a Contracting Party shall apply the provisions of this Treaty and the Regulations, other than Articles 5 and 6(1) and (2) and related Regulations, to applications which are pending, and to patents which are in force, on the date on which this Treaty binds that Contracting Party under Article 21.

(2) [*Procedures*] No Contracting Party shall be obliged to apply the provisions of this Treaty and the Regulations to any procedure in proceedings with respect to applications and patents referred to in paragraph (1), if such procedure commenced before the date on which this Treaty binds that Contracting Party under Article 21.

*Article 23*

*Reservations*

(1) [*Reservation*] Any State or intergovernmental organization may declare through a reservation that the provisions of Article 6(1) shall not apply to any requirement relating to unity of invention applicable under the Patent Cooperation Treaty to an international application.

(2) [*Modalities*] Any reservation under paragraph (1) shall be made in a declaration accompanying the instrument of ratification of, or accession to, this Treaty of the State or intergovernmental organization making the reservation.

(3) [*Withdrawal*] Any reservation under paragraph (1) may be withdrawn at any time.

(4) [*Prohibition of Other Reservations*] No reservation to this Treaty other than the reservation allowed under paragraph (1) shall be permitted.

*Article 24*

*Denunciation of the Treaty*

(1) [*Notification*] Any Contracting Party may denounce this Treaty by notification addressed to the Director General.

(2) [*Effective Date*] Any denunciation shall take effect one year from the date on which the Director General has received the notification or at any later date indicated in the notification. It shall not affect the application of this Treaty to any application pending or any patent in force in respect of the denouncing Contracting Party at the time of the coming into effect of the denunciation.

## Article 25

### *Languages of the Treaty*

(1) [*Authentic Texts*] This Treaty is signed in a single original in the English, Arabic, Chinese, French, Russian and Spanish languages, all texts being equally and exclusively authentic.

(2) [*Official Texts*] An official text in any language other than those referred to in paragraph (1) shall be established by the Director General, after consultation with the interested parties. For the purposes of this paragraph, interested party means any State which is party to the Treaty, or is eligible to become party to the Treaty under Article 20(1), whose official language, or one of whose official languages, is involved, and the European Patent Organisation, the Eurasian Patent Organization and the African Regional Industrial Property Organization and any other intergovernmental organization that is party to the Treaty, or may become party to the Treaty, if one of its official languages is involved.

(3) [*Authentic Texts to Prevail*] In case of differences of opinion on interpretation between authentic and official texts, the authentic texts shall prevail.

## Article 26

### *Signature of the Treaty*

The Treaty shall remain open for signature by any State that is eligible for becoming party to the Treaty under Article 20(1) and by the European Patent Organisation, the Eurasian Patent Organization and the African Regional Industrial Property Organization at the headquarters of the Organization for one year after its adoption.

*Article 27*

*Depositary; Registration*

- (1) [*Depositary*] The Director General is the depositary of this Treaty.
- (2) [*Registration*] The Director General shall register this Treaty with the Secretariat of the United Nations.

REGULATIONS UNDER THE PATENT LAW TREATY

REGULATIONS UNDER THE PATENT LAW TREATY

*TABLE OF CONTENTS*

Rule 1	Abbreviated Expressions
Rule 2	Details Concerning Filing Date Under Article 5
Rule 3	Details Concerning the Application Under Article 6(1), (2) and (3)
Rule 4	Availability of Earlier Application Under Article 6(5) and Rule 2(4) or of Previously Filed Application Under Rule 2(5)(b)
Rule 5	Evidence Under Articles 6(6) and 8(4)(c) and Rules 7(4), 15(4), 16(6), 17(6) and 18(4)
Rule 6	Time Limits Concerning the Application Under Article 6(7) and (8)
Rule 7	Details Concerning Representation Under Article 7
Rule 8	Filing of Communications Under Article 8(1)
Rule 9	Details Concerning the Signature Under Article 8(4)
Rule 10	Details Concerning Indications Under Article 8(5), (6) and (8)
Rule 11	Time Limits Concerning Communications Under Article 8(7) and (8)
Rule 12	Details Concerning Relief in Respect of Time Limits Under Article 11
Rule 13	Details Concerning Reinstatement of Rights After a Finding of Due Care or Unintentionality by the Office Under Article 12
Rule 14	Details Concerning Correction or Addition of Priority Claim and Restoration of Priority Right Under Article 13

- Rule 15 Request for Recordation of Change in Name or Address
- Rule 16 Request for Recordation of Change in Applicant or  
Owner
- Rule 17 Request for Recordation of a License or  
a Security Interest
- Rule 18 Request for Correction of a Mistake
- Rule 19 Manner of Identification of an Application  
Without Its Application Number
- Rule 20 Establishment of Model International Forms
- Rule 21 Requirement of Unanimity Under Article 14(3)

*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 Filing Date Under Article 5*

(1) [*Time Limits Under Article 5(3) and (4)(b)*] Subject to paragraph (2), the time limits referred to in Article 5(3) and (4)(b) shall be not less than two months from the date of the notification referred to in Article 5(3).

(2) [*Exception to Time Limit Under Article 5(4)(b)*] Where a notification under Article 5(3) has not been made because indications allowing the applicant to be contacted by the Office have not been filed, the time limit referred to in Article 5(4)(b) shall be not less than two months from the date on which one or more elements referred to in Article 5(1)(a) were first received by the Office.

(3) [*Time Limits Under Article 5(6)(a) and (b)*] The time limits referred to in Article 5(6)(a) and (b) shall be:

(i) where a notification has been made under Article 5(5), not less than two months from the date of the notification;

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

(4) [*Requirements Under Article 5(6)(b)*] Any Contracting Party may, subject to Rule 4(3), require that, for the filing date to be determined under Article 5(6)(b):

(i) a copy of the earlier application be filed within the time limit applicable under paragraph (3);



[Rule 2(4), continued]

(ii) a copy of the earlier application, and the date of filing of the earlier application, certified as correct by the Office with which the earlier application was filed, be filed upon invitation by the Office, within a time limit which shall be not less than four months from the date of that invitation, or the time limit applicable under Rule 4(1), whichever expires earlier;

(iii) where the earlier application is not in a language accepted by the Office, a translation of the earlier application be filed within the time limit applicable under paragraph (3);

(iv) the missing part of the description or missing drawing be completely contained in the earlier application;

(v) the application, at the date on which one or more elements referred to in Article 5(1)(a) were first received by the Office, contained an indication that the contents of the earlier application were incorporated by reference in the application;

(vi) an indication be filed within the time limit applicable under paragraph (3) as to where, in the earlier application or in the translation referred to in item (iii), the missing part of the description or the missing drawing is contained.

(5) [*Requirements Under Article 5(7)(a)*] (a) The reference to the previously filed application referred to in Article 5(7)(a) shall indicate that, for the purposes of the filing date, the description and any drawings are replaced by the reference to the previously filed application; the reference shall also indicate the number of that application, and the Office with which that application was filed. A Contracting Party may require that the reference also indicate the filing date of the previously filed application.

(b) A Contracting Party may, subject to Rule 4(3), require that:

(i) a copy of the previously filed application and, where the previously filed application is not in a language accepted by the Office, a translation of that previously filed application, be filed with the Office within a time limit which shall be not less than two months from the date on which the application containing the reference referred to in Article 5(7)(a) was received by the Office;

(ii) a certified copy of the previously filed application be filed with the Office within a time limit which shall be not less than four months from the date of the receipt of the application containing the reference referred to in Article 5(7)(a).

(c) A Contracting Party may require that the reference referred to in Article 5(7)(a) be to a previously filed application that had been filed by the applicant or his predecessor or successor in title.

[Rule 2, continued]

(6) [*Exceptions Under Article 5(8)(ii)*] The types of applications referred to in Article 5(8)(ii) shall be:

- (i) divisional applications;
- (ii) applications for continuation or continuation-in-part;
- (iii) applications by new applicants determined to be entitled to an invention contained in an earlier application.

### *Rule 3*

#### *Details Concerning the Application Under Article 6(1), (2) and (3)*

(1) [*Further Requirements Under Article 6(1)(iii)*] (a) A Contracting Party may require that an applicant who wishes an application to be treated as a divisional application under Rule 2(6)(i) indicate:

- (i) that he wishes the application to be so treated;
- (ii) the number and filing date of the application from which the application is divided.

(b) A Contracting Party may require that an applicant who wishes an application to be treated as an application under Rule 2(6)(iii) indicate:

- (i) that he wishes the application to be so treated;
- (ii) the number and filing date of the earlier application.

(2) [*Request Form Under Article 6(2)(b)*] A Contracting Party shall accept the presentation of the contents referred to in Article 6(2)(a):

- (i) on a request Form, if that request Form corresponds to the Patent Cooperation Treaty request Form with any modifications under Rule 20(2);
- (ii) on a Patent Cooperation Treaty request Form, if that request Form is accompanied by an indication to the effect that the applicant wishes the application to be treated as a national or regional application, in which case the request Form shall be deemed to incorporate the modifications referred to in item (i);
- (iii) on a Patent Cooperation Treaty request Form which contains an indication to the effect that the applicant wishes the application to be treated as a national or regional application, if such a request Form is available under the Patent Cooperation Treaty.

(3) [*Requirement Under Article 6(3)*] A Contracting Party may require, under Article 6(3), a translation of the title, claims and abstract of an application that is in a language accepted by the Office, into any other languages accepted by that Office.

#### *Rule 4*

##### *Availability of Earlier Application Under Article 6(5) and Rule 2(4) or of Previously Filed Application Under Rule 2(5)(b)*

(1) [*Copy of Earlier Application Under Article 6(5)*] Subject to paragraph (3), a Contracting Party may require that a copy of the earlier application referred to in Article 6(5) be filed with the Office within a time limit which shall be not less than 16 months from the filing date of that earlier application or, where there is more than one such earlier application, from the earliest filing date of those earlier applications.

(2) [*Certification*] Subject to paragraph (3), a Contracting Party may require that the copy referred to in paragraph (1) and the date of filing of the earlier application be certified as correct by the Office with which the earlier application was filed.

(3) [*Availability of Earlier Application or of Previously Filed Application*] No Contracting Party shall require the filing of a copy or a certified copy of the earlier application or a certification of the filing date, as referred to in paragraphs (1) and (2), and Rule 2(4), or a copy or a certified copy of the previously filed application as referred to in Rule 2(5)(b), where the earlier application or the previously filed application was filed with its Office, or is available to that Office from a digital library which is accepted by the Office for that purpose.

(4) [*Translation*] Where the earlier application is not in a language accepted by the Office and the validity of the priority claim is relevant to the determination of whether the invention concerned is patentable, the Contracting Party may require that a translation of the earlier application referred to in paragraph (1) be filed by the applicant, upon invitation by the Office or other competent authority, within a time limit which shall be not less than two months from the date of that invitation, and not less than the time limit, if any, applied under that paragraph.

#### *Rule 5*

##### *Evidence Under Articles 6(6) and 8(4)(c) and Rules 7(4), 15(4), 16(6), 17(6) and 18(4)*

Where the Office notifies the applicant, owner or other person that evidence is required under Article 6(6) or 8(4)(c), or Rule 7(4), 15(4), 16(6), 17(6) or 18(4), the notification shall state the reason of the Office for doubting the veracity of the matter, indication or signature, or the accuracy of the translation, as the case may be.

*Rule 6*

*Time Limits Concerning the Application Under Article 6(7) and (8)*

(1) [*Time Limits Under Article 6(7) and (8)*] Subject to paragraphs (2) and (3), the time limits referred to in Article 6(7) and (8) shall be not less than two months from the date of the notification referred to in Article 6(7).

(2) [*Exception to Time Limit Under Article 6(8)*] Subject to paragraph (3), where a notification under Article 6(7) has not been made because indications allowing the applicant to be contacted by the Office have not been filed, the time limit referred to in Article 6(8) shall be not less than three months from the date on which one or more of the elements referred to in Article 5(1)(a) were first received by the Office.

(3) [*Time Limits Under Article 6(7) and (8) Relating to Payment of Application Fee in Accordance with the Patent Cooperation Treaty*] Where any fees required to be paid under Article 6(4) in respect of the filing of the application are not paid, a Contracting Party may, under Article 6(7) and (8), apply time limits for payment, including late payment, which are the same as those applicable under the Patent Cooperation Treaty in relation to the basic fee component of the international fee.

*Rule 7*

*Details Concerning Representation Under Article 7*

(1) [*Other Procedures Under Article 7(2)(a)(iii)*] The other procedures referred to in Article 7(2)(a)(iii) for which a Contracting Party may not require appointment of a representative are:

- (i) the filing of a copy of an earlier application under Rule 2(4);
- (ii) the filing of a copy of a previously filed application under Rule 2(5)(b).

(2) [*Appointment of Representative Under Article 7(3)*] (a) A Contracting Party shall accept that the appointment of a representative be filed with the Office in:

- (i) a separate communication (hereinafter referred to as a “power of attorney”) signed by the applicant, owner or other interested person and indicating the name and address of the representative; or, at the applicant’s option,
- (ii) the request Form referred to in Article 6(2), signed by the applicant.

[Rule 7(2), continued]

(b) A single power of attorney shall be sufficient even where it relates to more than one application or patent of the same person, or to one or more applications and one or more patents of the same person, provided that all applications and patents concerned are identified in the single power of attorney. A single power of attorney shall also be sufficient even where it relates, subject to any exception indicated by the appointing person, to all existing and future applications or patents of that person. The Office may require that, where that single power of attorney is filed on paper or as otherwise permitted by the Office, a separate copy thereof be filed for each application and patent to which it relates.

(3) [*Translation of Power of Attorney*] A Contracting Party may require that, if a power of attorney is not in a language accepted by the Office, it be accompanied by a translation.

(4) [*Evidence*] A Contracting Party may require that evidence be filed with the Office only where the Office may reasonably doubt the veracity of any indication contained in any communication referred to in paragraph (2)(a).

(5) [*Time Limits Under Article 7(5) and (6)*] Subject to paragraph (6), the time limits referred to in Article 7(5) and (6) shall be not less than two months from the date of the notification referred to in Article 7(5).

(6) [*Exception to Time Limit Under Article 7(6)*] Where a notification referred to in Article 7(5) has not been made because indications allowing the applicant, owner or other interested person to be contacted by the Office have not been filed, the time limit referred to in Article 7(6) shall be not less than three months from the date on which the procedure referred to in Article 7(5) was commenced.

## Rule 8

### *Filing of Communications Under Article 8(1)*

(1) [*Communications Filed on Paper*] (a) After June 2, 2005, any Contracting Party may, subject to Articles 5(1) and 8(1)(d), exclude the filing of communications on paper or may continue to permit the filing of communications on paper. Until that date, all Contracting Parties shall permit the filing of communications on paper.

(b) Subject to Article 8(3) and subparagraph (c), a Contracting Party may prescribe the requirements relating to the form of communications on paper.

(c) Where a Contracting Party permits the filing of communications on paper, the Office shall permit the filing of communications on paper in accordance with the requirements under the Patent Cooperation Treaty relating to the form of communications on paper.

[Rule 8(1), continued]

(d) Notwithstanding subparagraph (a), where the receiving or processing of a communication on paper, due to its character or its size, is deemed not practicable, a Contracting Party may require the filing of that communication in another form or by other means of transmittal.

(2) [*Communications Filed in Electronic Form or by Electronic Means of Transmittal*] (a) Where a Contracting Party permits the filing of communications in electronic form or by electronic means of transmittal with its Office in a particular language, including the filing of communications by telegraph, teleprinter, telefacsimile or other like means of transmittal, and there are requirements applicable to that Contracting Party under the Patent Cooperation Treaty in relation to communications filed in electronic form or by electronic means of transmittal in that language, the Office shall permit the filing of communications in electronic form or by electronic means of transmittal in the said language in accordance with those requirements.

(b) A Contracting Party which permits the filing of communications in electronic form or by electronic means of transmittal with its Office shall notify the International Bureau of the requirements under its applicable law relating to such filing. Any such notification shall be published by the International Bureau in the language in which it is notified and in the languages in which authentic and official texts of the Treaty are established under Article 25.

(c) Where, under subparagraph (a), a Contracting Party permits the filing of communications by telegraph, teleprinter, telefacsimile or other like means of transmittal, it may require that the original of any document which was transmitted by such means of transmittal, accompanied by a letter identifying that earlier transmission, be filed on paper with the Office within a time limit which shall be not less than one month from the date of the transmission.

(3) [*Copies, Filed in Electronic Form or by Electronic Means of Transmittal, of Communications Filed on Paper*] (a) Where a Contracting Party permits the filing of a copy, in electronic form or by electronic means of transmittal, of a communication filed on paper in a language accepted by the Office, and there are requirements applicable to that Contracting Party under the Patent Cooperation Treaty in relation to the filing of such copies of communications, the Office shall permit the filing of copies of communications in electronic form or by electronic means of transmittal, in accordance with those requirements.

(b) Paragraph (2)(b) shall apply, *mutatis mutandis*, to copies, in electronic form or by electronic means of transmittal, of communications filed on paper.

*Rule 9*

*Details Concerning the Signature Under Article 8(4)*

(1) [*Indications Accompanying Signature*] A Contracting Party may require that the signature of the natural person who signs be accompanied by:

(i) 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;

(ii) an indication of the capacity in which that person signed, where such capacity is not obvious from reading the communication.

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

(3) [*Signature of 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) may permit, instead of a handwritten signature, the use of other forms of signature, such as a printed or stamped signature, or the use of a seal or of a bar-coded label;

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

(4) [*Signature of Communications Filed in Electronic Form or by Electronic Means of Transmittal Resulting in Graphic Representation*] Where a Contracting Party permits the filing of communications in electronic form or by electronic means of transmittal, it shall consider such a communication signed if a graphic representation of a signature accepted by that Contracting Party under paragraph (3) appears on that communication as received by the Office of that Contracting Party.

(5) [*Signature of Communications Filed in Electronic Form Not Resulting in Graphic Representation of Signature*] (a) Where a Contracting Party permits the filing of communications in electronic form, and a graphic representation of a signature accepted by that Contracting Party under paragraph (3) does not appear on such a communication as received by the Office of that Contracting Party, the Contracting Party may require that the communication be signed using a signature in electronic form as prescribed by that Contracting Party.

[Rule 9(5), continued]

(b) Notwithstanding subparagraph (a), where a Contracting Party permits the filing of communications in electronic form in a particular language, and there are requirements applicable to that Contracting Party under the Patent Cooperation Treaty in relation to signatures in electronic form of communications filed in electronic form in that language which do not result in a graphic representation of the signature, the Office of that Contracting Party shall accept a signature in electronic form in accordance with those requirements.

(c) Rule 8(2)(b) shall apply *mutatis mutandis*.

(6) [*Exception to Certification of Signature Under Article 8(4)(b)*] A Contracting Party may require that any signature referred to in paragraph (5) be confirmed by a process for certifying signatures in electronic form specified by that Contracting Party.

### *Rule 10*

#### *Details Concerning Indications Under Article 8(5), (6) and (8)*

(1) [*Indications Under Article 8(5)*] (a) A Contracting Party may require that any communication:

- (i) indicate the name and address of the applicant, owner or other interested person;
- (ii) indicate the number of the application or patent to which it relates;
- (iii) contain, where the applicant, owner or other interested person is registered with the Office, the number or other indication under which he is so registered.

(b) A Contracting Party may require that any communication by a representative for the purposes of a procedure before the Office contain:

- (i) the name and address of the representative;
- (ii) a reference to the power of attorney, or other communication in which the appointment of that representative is or was effected, on the basis of which the said representative acts;
- (iii) where the representative is registered with the Office, the number or other indication under which he is registered.

(2) [*Address for Correspondence and Address for Legal Service*] A Contracting Party may require that the address for correspondence referred to in Article 8(6)(i) and the address for legal service referred to in Article 8(6)(ii) be on a territory prescribed by that Contracting Party.



(3) [*Address Where No Representative Is Appointed*] Where no representative is appointed and an applicant, owner or other interested person has provided, as his address, an address on a territory prescribed by the Contracting Party under paragraph (2), that Contracting Party shall consider that address to be the address for correspondence referred to in Article 8(6)(i) or the address for legal service referred to in Article 8(6)(ii), as required by the Contracting Party, unless that applicant, owner or other interested person expressly indicates another such address under Article 8(6).

(4) [*Address Where Representative Is Appointed*] Where a representative is appointed, a Contracting Party shall consider the address of that representative to be the address for correspondence referred to in Article 8(6)(i) or the address for legal service referred to in Article 8(6)(ii), as required by the Contracting Party, unless that applicant, owner or other interested person expressly indicates another such address under Article 8(6).

(5) [*Sanctions for Non-Compliance With Requirements Under Article 8(8)*] No Contracting Party may provide for the refusal of an application for failure to comply with any requirement to file a registration number or other indication under paragraph (1)(a)(iii) and (b)(iii).

#### *Rule 11*

##### *Time Limits Concerning Communications Under Article 8(7) and (8)*

(1) [*Time Limits Under Article 8(7) and (8)*] Subject to paragraph (2), the time limits referred to in Article 8(7) and (8) shall be not less than two months from the date of the notification referred to in Article 8(7).

(2) [*Exception to Time Limit Under Article 8(8)*] Where a notification under Article 8(7) has not been made because indications allowing the applicant, owner or other interested person to be contacted by the Office have not been filed, the time limit referred to in Article 8(8) shall be not less than three months from the date on which the communication referred to in Article 8(7) was received by the Office.

*Rule 12*

*Details Concerning Relief in Respect of  
Time Limits Under Article 11*

(1) [*Requirements Under Article 11(1)*] (a) A Contracting Party may require that a request referred to in Article 11(1):

(i) be signed by the applicant or owner;

(ii) contain an indication to the effect that extension of a time limit is requested, and an identification of the time limit in question.

(b) Where a request for extension of a time limit is filed after the expiration of the time limit, a Contracting Party may require that all of the requirements in respect of which the time limit for the action concerned applied be complied with at the same time as the request is filed.

(2) [*Period and Time Limit Under Article 11(1)*] (a) The period of extension of a time limit referred to in Article 11(1) shall be not less than two months from the date of the expiration of the unextended time limit.

(b) The time limit referred to in Article 11(1)(ii) shall expire not earlier than two months from the date of the expiration of the unextended time limit.

(3) [*Requirements Under Article 11(2)(i)*] A Contracting Party may require that a request referred to in Article 11(2):

(i) be signed by the applicant or owner;

(ii) contain an indication to the effect that relief in respect of non-compliance with a time limit is requested, and an identification of the time limit in question.

(4) [*Time Limit for Filing a Request Under Article 11(2)(ii)*] The time limit referred to in Article 11(2)(ii) shall expire not earlier than two months after a notification by the Office that the applicant or owner did not comply with the time limit fixed by the Office.

(5) [*Exceptions Under Article 11(3)*] (a) No Contracting Party shall be required under Article 11(1) or (2) to grant:

(i) a second, or any subsequent, relief in respect of a time limit for which relief has already been granted under Article 11(1) or (2);

(ii) relief for filing a request for relief under Article 11(1) or (2) or a request for reinstatement under Article 12(1);

(iii) relief in respect of a time limit for the payment of maintenance fees;

[Rule 12(5)(a), continued]

- (iv) relief in respect of a time limit referred to in Article 13(1), (2) or (3);
  - (v) relief in respect of a time limit for an action before a board of appeal or other review body constituted in the framework of the Office;
  - (vi) relief in respect of a time limit for an action in *inter partes* proceedings.
- (b) No Contracting Party which provides a maximum time limit for compliance with all of the requirements of a procedure before the Office shall be required under Article 11(1) or (2) to grant relief in respect of a time limit for an action in that procedure in respect of any of those requirements beyond that maximum time limit.

### *Rule 13*

#### *Details Concerning Reinstatement of Rights After a Finding of Due Care or Unintentionality by the Office Under Article 12*

- (1) [*Requirements Under Article 12(1)(i)*] A Contracting Party may require that a request referred to in Article 12(1)(i) be signed by the applicant or owner.
- (2) [*Time Limit Under Article 12(1)(ii)*] The time limit for making a request, and for complying with the requirements, under Article 12(1)(ii), shall be the earlier to expire of the following:
- (i) not less than two months from the date of the removal of the cause of failure to comply with the time limit for the action in question;
  - (ii) not less than 12 months from the date of expiration of the time limit for the action in question, or, where a request relates to non-payment of a maintenance fee, not less than 12 months from the date of expiration of the period of grace provided under Article 5*bis* of the Paris Convention.
- (3) [*Exceptions Under Article 12(2)*] The exceptions referred to in Article 12(2) are failure to comply with a time limit:
- (i) for an action before a board of appeal or other review body constituted in the framework of the Office;
  - (ii) for making a request for relief under Article 11(1) or (2) or a request for reinstatement under Article 12(1);
  - (iii) referred to in Article 13(1), (2) or (3);
  - (iv) for an action in *inter partes* proceedings.

*Rule 14*

*Details Concerning Correction or Addition of Priority Claim and Restoration of Priority Right Under Article 13*

(1) [*Exception Under Article 13(1)*] No Contracting Party shall be obliged to provide for the correction or addition of a priority claim under Article 13(1), where the request referred to in Article 13(1)(i) is received after the applicant has made a request for early publication or for expedited or accelerated processing, unless that request for early publication or for expedited or accelerated processing is withdrawn before the technical preparations for publication of the application have been completed.

(2) [*Requirements Under Article 13(1)(i)*] A Contracting Party may require that a request referred to in Article 13(1)(i) be signed by the applicant.

(3) [*Time Limit Under Article 13(1)(ii)*] The time limit referred to in Article 13(1)(ii) shall be not less than the time limit applicable under the Patent Cooperation Treaty to an international application for the submission of a priority claim after the filing of an international application.

(4) [*Time Limits Under Article 13(2)*] (a) The time limit referred to in Article 13(2), introductory part, shall expire not less than two months from the date on which the priority period expired.

(b) The time limit referred to in Article 13(2)(ii) shall be the time limit applied under subparagraph (a), or the time that any technical preparations for publication of the subsequent application have been completed, whichever expires earlier.

(5) [*Requirements Under Article 13(2)(i)*] A Contracting Party may require that a request referred to in Article 13(2)(i):

(i) be signed by the applicant; and

(ii) be accompanied, where the application did not claim the priority of the earlier application, by the priority claim.

(6) [*Requirements Under Article 13(3)*] (a) A Contracting Party may require that a request referred to in Article 13(3)(i):

(i) be signed by the applicant; and

(ii) indicate the Office to which the request for a copy of the earlier application had been made and the date of that request.

(b) A Contracting Party may require that:

(i) a declaration or other evidence in support of the request referred to in Article 13(3) be filed with the Office within a time limit fixed by the Office;

(ii) the copy of the earlier application referred to in Article 13(3)(iv) be filed with the Office within a time limit which shall be not less than one month from the date on which the applicant is provided with that copy by the Office with which the earlier application was filed.

(7) [*Time Limit Under Article 13(3)(iii)*] The time limit referred to in Article 13(3)(iii) shall expire two months before the expiration of the time limit prescribed in Rule 4(1).

### *Rule 15*

#### *Request for Recordation of Change in Name or Address*

(1) [*Request*] Where there is no change in the person of the applicant or owner but there is a change in his name or address, a Contracting Party shall accept that a request for recordation of the change be made in a communication signed by the applicant or owner and containing the following indications:

- (i) an indication to the effect that recordation of a change in name or address is requested;
- (ii) the number of the application or patent concerned;
- (iii) the change to be recorded;
- (iv) the name and address of the applicant or the owner prior to the change.

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

(3) [*Single Request*] (a) A single request shall be sufficient even where the change relates to both the name and address of the applicant or the owner.

(b) A single request shall be sufficient even where the change relates to more than one application or patent of the same person, or to one or more applications and one or more patents of the same person, provided that the numbers of all applications and patents concerned are indicated in the request. A Contracting Party may require that, where that single request is filed on paper or as otherwise permitted by the Office, a separate copy thereof be filed for each application and patent to which it relates.

(4) [*Evidence*] A Contracting Party may require that evidence be filed with the Office only where the Office may reasonably doubt the veracity of any indication contained in the request.

[Rule 15, continued]

(5) [*Prohibition of Other Requirements*] No Contracting Party may require that formal requirements other than those referred to in paragraphs (1) to (4) be complied with in respect of the request referred to in paragraph (1), except where otherwise provided for by the Treaty or prescribed in these Regulations. In particular, the filing of any certificate concerning the change may not be required.

(6) [*Notification*] Where one or more of the requirements applied by the Contracting Party under paragraphs (1) to (4) are not complied with, the Office shall notify the applicant or owner, giving the opportunity to comply with any such requirement, and to make observations, within not less than two months from the date of the notification.

(7) [*Non-Compliance with Requirements*] (a) Where one or more of the requirements applied by the Contracting Party under paragraphs (1) to (4) are not complied with within the time limit under subparagraph (b), the Contracting Party may provide that the request shall be refused, but no more severe sanction may be applied.

(b) The time limit referred to in subparagraph (a) shall be:

(i) subject to item (ii), not less than two months from the date of the notification;

(ii) where indications allowing the Office to contact the person who made the request referred to in paragraph (1) have not been filed, not less than three months from the date on which that request was received by the Office.

(8) [*Change in the Name or Address of the Representative, or in the Address for Correspondence or Address for Legal Service*] Paragraphs (1) to (7) shall apply, *mutatis mutandis*, to any change in the name or address of the representative, and to any change relating to the address for correspondence or address for legal service.

## Rule 16

### *Request for Recordation of Change in Applicant or Owner*

(1) [*Request for Recordation of a Change in Applicant or Owner*] (a) Where there is a change in the person of the applicant or owner, a Contracting Party shall accept that a request for recordation of the change be made in a communication signed by the applicant or owner, or by the new applicant or new owner, and containing the following indications:

(i) an indication to the effect that a recordation of change in applicant or owner is requested;

(ii) the number of the application or patent concerned;

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

[Rule 16(1)(a), continued]

- (iv) the name and address of the new applicant or new owner;
- (v) the date of the change in the person of the applicant or owner;
- (vi) 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;
- (vii) the basis for the change requested.

(b) A Contracting Party may require that the request contain:

- (i) a statement that the information contained in the request is true and correct;
- (ii) information relating to any government interest by that Contracting Party.

(2) [*Documentation of the Basis of the Change in Applicant or Owner*] (a) Where the change in applicant or owner results from a contract, a Contracting Party may require that the request include information relating to the registration of the contract, where registration is compulsory under the applicable law, and that it 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 a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office, as being in conformity with the original contract;
- (ii) an extract of the contract showing the change, which extract may be required to be certified, at the option of the requesting party, by a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office, as being a true extract of the contract;
- (iii) an uncertified certificate of transfer of ownership by contract drawn up with the content as prescribed in the Model International Form in respect of a certificate of transfer and signed by both the applicant and the new applicant, or by both the owner and the new owner.

(b) Where the change in applicant or owner results from a merger, or from the reorganization or division of a legal entity, a Contracting Party may require that the request be accompanied by a copy of a document, which document originates from a competent authority and evidences the merger, or the reorganization or division of the legal entity, and any attribution of rights involved, such as a copy of an extract from a register of commerce. A Contracting Party may also require that the copy be certified, at the option of the requesting party, by the authority which issued the document or by a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office, as being in conformity with the original document.

[Rule 16(2), continued]

(c) Where the change in applicant or owner does not result from a contract, a merger, or the reorganization or division of a legal entity, but results from another ground, for example, by operation of law or a court decision, a Contracting Party may require that the request be accompanied by a copy of a document evidencing the change. A Contracting Party may also require that the copy be certified as being in conformity with the original document, at the option of the requesting party, by the authority which issued the document or by a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office.

(d) Where the change is in the person of one or more but not all of several co-applicants or co-owners, a Contracting Party may require that evidence of the consent to the change of any co-applicant or co-owner in respect of whom there is no change be provided to the Office.

(3) [*Translation*] A Contracting Party may require a translation of any document filed under paragraph (2) that is not in a language accepted by the Office.

(4) [*Fees*] A Contracting Party may require that a fee be paid in respect of a request referred to in paragraph (1).

(5) [*Single Request*] A single request shall be sufficient even where the change relates to more than one application or patent of the same person, or to one or more applications and one or more patents of the same person, provided that the change in applicant or owner is the same for all applications and patents concerned, and the numbers of all applications and patents concerned are indicated in the request. A Contracting Party may require that, where that single request is filed on paper or as otherwise permitted by the Office, a separate copy thereof be filed for each application and patent to which it relates.

(6) [*Evidence*] A Contracting Party may require that evidence, or further evidence in the case of paragraph (2), be filed with the Office only where that Office may reasonably doubt the veracity of any indication contained in the request or in any document referred to in the present Rule, or the accuracy of any translation referred to in paragraph (3).

(7) [*Prohibition of Other Requirements*] No Contracting Party may require that formal requirements other than those referred to in paragraphs (1) to (6) be complied with in respect of the request referred to in this Rule, except where otherwise provided for by the Treaty or prescribed in these Regulations.

(8) [*Notification; Non-Compliance with Requirements*] Rule 15(6) and (7) shall apply, *mutatis mutandis*, where one or more of the requirements applied under paragraphs (1) to (5) are not complied with, or where evidence, or further evidence, is required under paragraph (6).

(9) [*Exclusion with Respect to Inventorship*] A Contracting Party may exclude the application of this Rule in respect of changes in inventorship. What constitutes inventorship shall be determined under the applicable law.



*Rule 17*

*Request for Recordation of a License or a Security Interest*

(1) [*Request for Recordation of a License*] (a) Where a license in respect of an application or patent may be recorded under the applicable law, the Contracting Party shall accept that a request for recordation of that license be made in a communication signed by the licensor or the licensee and containing the following indications:

- (i) an indication to the effect that a recordation of a license is requested;
- (ii) the number of the application or patent concerned;
- (iii) the name and address of the licensor;
- (iv) the name and address of the licensee;
- (v) an indication of whether the license is an exclusive license or a non-exclusive license;
- (vi) the name of a State of which the licensee is a national if he is the national of any State, the name of a State in which the licensee has his domicile, if any, and the name of a State in which the licensee has a real and effective industrial or commercial establishment, if any.

(b) A Contracting Party may require that the request contain:

- (i) a statement that the information contained in the request is true and correct;
- (ii) information relating to any government interest by that Contracting Party;
- (iii) information relating to the registration of the license, where registration is compulsory under the applicable law;
- (iv) the date of the license and its duration.

(2) [*Documentation of the Basis of the License*] (a) Where the license is a freely concluded agreement, a Contracting Party may require that the request be accompanied, at the option of the requesting party, by one of the following:

- (i) a copy of the agreement, which copy may be required to be certified, at the option of the requesting party, by a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office, as being in conformity with the original agreement;

[Rule 17(2)(a), continued]

(ii) an extract of the agreement consisting of those portions of that agreement which show the rights licensed and their extent, which extract may be required to be certified, at the option of the requesting party, by a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office, as being a true extract of the agreement.

(b) A Contracting Party may require, where the license is a freely concluded agreement, that any applicant, owner, exclusive licensee, co-applicant, co-owner or co-exclusive licensee who is not party to that agreement give his consent to the recordation of the agreement in a communication to the Office.

(c) Where the license is not a freely concluded agreement, for example, it results from operation of law or a court decision, a Contracting Party may require that the request be accompanied by a copy of a document evidencing the license. A Contracting Party may also require that the copy be certified as being in conformity with the original document, at the option of the requesting party, by the authority which issued the document or by a notary public or any other competent public authority or, where permitted under the applicable law, by a representative having the right to practice before the Office.

(3) [*Translation*] A Contracting Party may require a translation of any document filed under paragraph (2) that is not in a language accepted by the Office.

(4) [*Fees*] A Contracting Party may require that a fee be paid in respect of a request referred to in paragraph (1).

(5) [*Single Request*] Rule 16(5) shall apply, *mutatis mutandis*, to requests for recordation of a license.

(6) [*Evidence*] Rule 16(6) shall apply, *mutatis mutandis*, to requests for recordation of a license.

(7) [*Prohibition of Other Requirements*] No Contracting Party may require that formal requirements other than those referred to in paragraphs (1) to (6) be complied with in respect of the request referred to in paragraph (1), except where otherwise provided for by the Treaty or prescribed in these Regulations.

(8) [*Notification; Non-Compliance with Requirements*] Rule 15(6) and (7) shall apply, *mutatis mutandis*, where one or more of the requirements applied under paragraphs (1) to (5) are not complied with, or where evidence, or further evidence, is required under paragraph (6).

(9) [*Request for Recordation of a Security Interest or Cancellation of the Recordation of a License or a Security Interest*] Paragraphs (1) to (8) shall apply, *mutatis mutandis*, to requests for:

- (i) recordation of a security interest in respect of an application or patent;
- (ii) cancellation of the recordation of a license or a security interest in respect of an application or patent.

*Rule 18*

*Request for Correction of a Mistake*

(1) [*Request*] (a) Where an application, a patent or any request communicated to the Office in respect of an application or a patent contains a mistake, not related to search or substantive examination, which is correctable by the Office under the applicable law, the Office shall accept that a request for correction of that mistake in the records and publications of the Office be made in a communication to the Office signed by the applicant or owner and containing the following indications:

- (i) an indication to the effect that a correction of mistake is requested;
- (ii) the number of the application or patent concerned;
- (iii) the mistake to be corrected;
- (iv) the correction to be made;
- (v) the name and address of the requesting party.

(b) A Contracting Party may require that the request be accompanied by a replacement part or part incorporating the correction or, where paragraph (3) applies, by such a replacement part or part incorporating the correction for each application and patent to which the request relates.

(c) A Contracting Party may require that the request be subject to a declaration by the requesting party stating that the mistake was made in good faith.

(d) A Contracting Party may require that the request be subject to a declaration by the requesting party stating that the said request was made without undue delay or, at the option of the Contracting Party, that it was made without intentional delay, following the discovery of the mistake.

(2) [*Fees*] (a) Subject to subparagraph (b), a Contracting Party may require that a fee be paid in respect of a request under paragraph (1).

(b) The Office shall correct its own mistakes, *ex officio* or upon request, for no fee.

(3) [*Single Request*] Rule 16(5) shall apply, *mutatis mutandis*, to requests for correction of a mistake, provided that the mistake and the requested correction are the same for all applications and patents concerned.

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

[Rule 18, continued]

(5) [*Prohibition of Other Requirements*] No Contracting Party may require that formal requirements other than those referred to in paragraphs (1) to (4) be complied with in respect of the request referred to in paragraph (1), except where otherwise provided for by the Treaty or prescribed in these Regulations.

(6) [*Notification; Non-Compliance with Requirements*] Rule 15(6) and (7) shall apply, *mutatis mutandis*, where one or more of the requirements applied under paragraphs (1) to (3) are not complied with, or where evidence is required under paragraph (4).

(7) [*Exclusions*] (a) A Contracting Party may exclude the application of this Rule in respect of changes in inventorship. What constitutes inventorship shall be determined under the applicable law.

(b) A Contracting Party may exclude the application of this Rule in respect of any mistake which must be corrected in that Contracting Party under a procedure for reissue of the patent.

### *Rule 19*

#### *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 such a number has not yet been issued or is not known to the person concerned or his representative, the application shall be considered identified if one of the following is supplied, at that person's option:

- (i) a provisional number for the application, if any, given by the Office;
- (ii) a copy of the request part of the application along with the date on which the application was sent to the Office;
- (iii) 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 require that identification means other than those referred to in paragraph (1) be supplied in order for an application to be identified where its application number has not yet been issued or is not known to the person concerned or his representative.

*Rule 20*

*Establishment of Model International Forms*

(1) [*Model International Forms*] The Assembly shall, under Article 14(1)(c), establish Model International Forms, in each of the languages referred to in Article 25(1), in respect of:

- (i) a power of attorney;
- (ii) a request for recordation of change in name or address;
- (iii) a request for recordation of change in applicant or owner;
- (iv) a certificate of transfer;
- (v) a request for recordation, or cancellation of recordation, of a license;
- (vi) a request for recordation, or cancellation of recordation, of a security interest;
- (vii) a request for correction of a mistake.

(2) [*Modifications referred to in Rule 3(2)(i)*] The Assembly shall establish the modifications of the Patent Cooperation Treaty request Form referred to in Rule 3(2)(i).

(3) [*Proposals by the International Bureau*] The International Bureau shall present proposals to the Assembly concerning:

- (i) the establishment of Model International Forms referred to in paragraph (1);
- (ii) the modifications of the Patent Cooperation Treaty request Form referred to in paragraph (2).

*Rule 21*

*Requirement of Unanimity Under Article 14(3)*

Establishment or amendment of the following Rules shall require unanimity:

- (i) any Rules under Article 5(1)(a);
- (ii) any Rules under Article 6(1)(iii);
- (iii) any Rules under Article 6(3);

[Rule 21, continued]

- (iv) any Rules under Article 7(2)(a)(iii);
- (v) Rule 8(1)(a);
- (vi) the present Rule.

AGREED STATEMENTS BY THE DIPLOMATIC CONFERENCE REGARDING THE  
PATENT LAW TREATY AND THE REGULATIONS  
UNDER THE PATENT LAW TREATY

AGREED STATEMENTS BY THE DIPLOMATIC CONFERENCE REGARDING THE  
PATENT LAW TREATY AND THE REGULATIONS  
UNDER THE PATENT LAW TREATY

1. When adopting Article 1(xiv), the Diplomatic Conference understood that the words “procedure before the Office” would not cover judicial procedures under the applicable law.
2. When adopting Articles 1(xvii), 16 and 17(2)(v), the Diplomatic Conference understood that:
  - (1) The PLT Assembly would, when appropriate, be convened in conjunction with meetings of the PCT Assembly.
  - (2) Contracting Parties of the PLT would be consulted, when appropriate, in addition to States party to the PCT, in relation to proposed modifications of the PCT Administrative Instructions.
  - (3) The Director General shall propose, for the determination of the PCT Assembly, that Contracting Parties of the PLT which are not party to the PCT be invited as observers to PCT Assembly meetings and to meetings of other PCT bodies, when appropriate.
  - (4) When the PLT Assembly decides, under Article 16, that a revision, amendment or modification of the PCT shall apply for the purposes of the PLT, the Assembly may provide for transitional provisions under the PLT in the particular case.
3. When adopting Articles 6(5) and 13(3), and Rules 4 and 14, the Diplomatic Conference urged the World Intellectual Property Organization to expedite the creation of a digital library system for priority documents. Such a system would be of benefit to patent owners and others wanting access to priority documents.
4. With a view to facilitating the implementation of Rule 8(1)(a) of this Treaty, the Diplomatic Conference requests the General Assembly of the World Intellectual Property Organization (WIPO) and the Contracting Parties to provide the developing and least developed countries and countries in transition with additional technical assistance to meet their obligations under this Treaty, even before the entry into force of the Treaty.

The Diplomatic Conference further urges industrialized market economy countries to provide, on request and on mutually agreed terms and conditions, technical and financial cooperation in favour of developing and least developed countries and countries in transition.

The Diplomatic Conference requests the WIPO General Assembly, once the Treaty has entered into force, to monitor and evaluate the progress of that cooperation every ordinary session.
5. When adopting Rules 12(5)(vi) and 13(3)(iv), the Diplomatic Conference understood that, while it was appropriate to exclude actions in relation to *inter partes* proceedings from the relief provided by Articles 11 and 12, it was desirable that the applicable law of Contracting Parties provide appropriate relief in those circumstances which takes into account



the competing interests of third parties, as well as those interests of others who are not parties to the proceedings.

6. It was agreed that any dispute arising between two or more Contracting Parties concerning the interpretation or the application of this Treaty and its Regulations may be settled amicably through consultation or mediation under the auspices of the Director General.

[End of Document]