

Memorandum of Understanding No. 2016/0412
between
the Eurasian Patent Office (EAPO)
and
the European Patent Office (EPO)
relating to the Cooperative Patent Classification (CPC)

The Eurasian Patent Office, hereinafter referred to as "EAPO",
and,

the European Patent Office, hereinafter referred to as "the EPO",
jointly referred to as "the Offices" hereinafter,

PREAMBLE

HAVING REGARD TO:

the Memorandum of Understanding on Bilateral Co-operation between the Offices, as signed in Geneva, on 24 September 2013;

CONSIDERING THAT:

1. the timely and accurate classification of patent literature is essential for the optimal functioning of the global IP community's access to patent information;
2. efficient access to patent information and literature for patent examiners is of great importance;
3. the classification of patent documents in a refined classification scheme makes the retrieval of relevant prior art in the search process more efficient and improves the quality of the patent granting process;
4. the classification of patent documents in a refined classification scheme enables retrieving the relevant prior art in a controlled and language-independent way;
5. the improvement and harmonisation of the classification practices in patent offices are needed for the benefit of the public and of patent examiners;
6. the Cooperative Patent Classification system ("CPC") is the most comprehensive patent classification system in existence;
7. EAPO and the EPO wish to enhance their co-operation in the area of classification for both internal and external users, in public and private sectors, as an important factor in spreading technological knowledge and fostering innovation;

WITH A VIEW TO ACHIEVING THE FOLLOWING PURPOSES:

8. contributing to the improvement of the functioning of the global patent system;
9. enhancing and expanding the co-operation in classification between the Offices, so as to enable EAPO to classify and search its invention patent documents in accordance with the CPC, as well as to enable users and examiners to conduct a CPC search in the Eurasian collection of patent documents;

EAPO AND THE EPO ENHANCE THEIR CO-OPERATION BY THE INTRODUCTION OF THE COOPERATIVE PATENT CLASSIFICATION AT EAPO, AS FOLLOWS:

GENERAL PROVISIONS:

First

The implementation of each activity covered by this Memorandum of Understanding, construed as a technical working arrangement, will be subject to the availability of the necessary resources, including financial, Human Resources (HR) and Information and Communication Technology (ICT) resources, in the respective annual budget of the Offices devoted to co-operation activities. The Offices will carry out the activities covered by this Memorandum in compliance with their respective resources, competences, responsibilities, regulations and procedures. The intent of the Offices, as Signatories of this Memorandum of Understanding, is not to create legally binding obligations or rights. This Memorandum does not constitute an international agreement in the sense of the Vienna Convention on the Law of Treaties, done at Vienna on 23 May 1969.

For the implementation of all activities covered by this Memorandum of Understanding, each of the Offices will, unless otherwise decided by written mutual agreement, bear its own costs and devote corresponding resources, subject to the availability of the funds required to finance such activities in its annual budget as well as the availability of the other necessary means and resources, such as - but not limited to - ICT, HR or staff time.

Second

The Offices will exchange information and consult each other on a regular basis. The Heads of Office will oversee and, where they assess it necessary, adjust the implementation of the co-operation activities covered by this Memorandum of Understanding. Relevant meetings will be organised accordingly.

Third

This Memorandum of Understanding will start on the day following its date of signature and will have an initial duration of three years, with a yearly review and evaluation of its implementation results. It may be amended and/or extended for a further time-period, the duration of which will be fixed in writing by both Offices, when they assess it as necessary and in line with their respective internal decision-making process.

Each Office may terminate its cooperation activities under this Memorandum of Understanding at any time, by giving at least 60 (sixty) calendar days' written notice to the other Office. In case of such early termination, including for a cause falling under the Fifth Provision below, the Offices may exceptionally agree to continue specific co-operation activities already initiated. For this purpose, the Offices have to agree in writing the details for such continuation of activities, which may not be presumed or agreed implicitly.

Should, for any reason, a part of this Memorandum of Understanding be considered as inapplicable or terminated, the remainder of this Memorandum will continue to apply.

Fourth

Nothing in or relating to this Memorandum of Understanding may be deemed a waiver, express or implied, of any of the privileges and immunities granted to international organisations, including their organs, pursuant to their respective constituent acts.

Considering that the decisions of the Administrative Council of the European Patent Organisation and/or its related bodies may have a direct effect on the subject-matters covered by this Memorandum of Understanding, the latter remains subject to such decisions, as in force at any one time.

Should a relevant decision of the Administrative Council and/or its related bodies contain provisions of which the impact on this Memorandum of Understanding needs to be established, the EPO will assess such impact and will propose, where necessary and after consultation with EAPO, amendments to this Memorandum.

In deviation from the Third Provision (second paragraph) above, should no agreement be reached between the Offices on said amendments within a period of three months, this Memorandum of Understanding will then be automatically terminated, without any written notice.

Fifth

In case a dispute, controversy or claim arises out of or relates to the interpretation, implementation or performance of this Memorandum of Understanding, in whole or in part, including - but not limited to - its existence, validity or termination, the Offices commit to do their utmost to amicably settle such dispute, controversy or claim by mutual agreement. Should the Offices fail to reach the latter within a period of at least three months, either of the Offices may then terminate this Memorandum of Understanding without notice period, subject to the possible application of the Third Provision (second paragraph) above.

SPECIFIC TECHNICAL PROVISIONS:

Sixth

EAPO is introducing the CPC as its internal classification scheme alongside the International Patent Classification (IPC).

Seventh

EAPO will use the CPC to classify invention patent documents (collectively referred to as "patent documents"). Classification will be done in accordance with the rules of the CPC Scheme and Definitions in force at the time of classification. The Offices may use the CPC to classify other documents.

Eighth

EAPO will use the CPC to classify frontfile patent documents as well as backfile patent documents not already classified in the CPC.

Ninth

As from 01 January 2019 onwards, EAPO will use the CPC to classify the frontfile patent documents in the technical fields, where advanced training has been provided, and will make the corresponding CPC data available to the EPO once the patent applications are published.

Advanced training is understood as a few days' training given at EAPO in broad areas, such as Mechanics, Electricity/Physics or Chemistry.

Tenth

As from 01 January 2020 onwards, EAPO will start using the CPC to classify the backfile of patent documents not already classified in CPC in the technical fields, where advanced training has been provided, and will make the corresponding CPC data available to the EPO.

Eleventh

EAPO will regularly make its CPC classification data available to the EPO.

Twelfth

The EPO will make its backfile CPC classification data concerning Eurasian patent documents available to EAPO and will regularly provide its new CPC classification data to EAPO.

Thirteenth

The Offices will exchange information and practices as to how non-patent literature is classified in CPC and on how the corresponding classification data can be exchanged.

Fourteenth

The EPO will make CPC training material available to EAPO, subject to the observance by the latter of the applicable copyright conditions. This training material will be used exclusively for the training of the EAPO's staff and EAPO's contract staff, if applicable. EAPO will not disseminate the EPO's training material further, unless prior authorisation has been given by the EPO in writing. The same terms will reciprocally apply to the EPO for training material developed by EAPO.

Fifteenth

The Offices will consider developing quality measures to ensure a harmonised and consistent use of the CPC between the EPO and EAPO.

Sixteenth

Each Office will appoint a CPC Project Manager. A joint temporary EPO/EAPO CPC Implementation Group (EPO/EAPO IG) will be established to deal with implementation-related matters such as IT, quality assurance, training and communication. The EPO/EAPO IG will meet as required, alternating office locations and use electronic communication means as much as possible.

Seventeenth

The EPO will provide EAPO with technical support in the form of technical consultancy for classifying and reclassifying in CPC.

Eighteenth

The Offices will explore ways of enabling EAPO to deliver CPC data to the EPO, for example through the use of web services.

Nineteenth

The Offices will establish a dedicated communication channel allowing EAPO to formulate suggestions of CPC Scheme revisions. The EPO will consider including these suggestions into the revision work plan of CPC, if appropriate.

Twentieth

EAPO will be granted "read access" to the CPC Electronic Forum (CEF) administered by the EPO, so that the EAPO's staff can follow discussions on CPC Scheme revisions.

FINAL PROVISIONS:

EAPO and the EPO sign this Memorandum of Understanding in Geneva, on 04 October 2016, in two originals in the English and Russian languages, both language versions being equally authentic. In the event of discrepancy or conflict between the two language versions, the English version will prevail for interpretation purposes. In case of ambiguity or discrepancy between two or more provisions above, the general provisions (Provisions First to Fifth) will prevail.

For the European Patent Office

For the Eurasian Patent Office



Benoît Battistelli
President of the European Patent Office

Saule Tlevlessova
President of the Eurasian Patent Office

Geneva 4.10.16

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