

Z A K O N

O POTVRĐIVANJU UGOVORA O PATENTNOM PRAVU

Član 1.

Potvrđuje se Ugovor o patentnom pravu usvojen 1. juna 2000. godine u Ženevi, sačinjen u originalu na engleskom, arapskom, kineskom, francuskom, ruskom i španskom jeziku.

Član 2.

Tekst Ugovora o patentnom pravu u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

Patent Law Treaty

(adopted at Geneva on June 1, 2000)

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;
- (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 inter-governmental 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.

(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.

(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.

(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.

(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.

(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.

(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 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.

(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.

(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 Organization, 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 Organization, 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 Organization, 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 Organization, 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

Ugovor o patentnom pravu
(usvojen u Ženevi 1. juna 2000. godine)

Član 1.

Skraćenice

U smislu ovog ugovora, osim ako je izričito drugačije naznačeno:

(i) „zavod“ znači nadležnu instituciju ugovorne strane kojoj je povereno priznavanje patenata ili druga pitanja obuhvaćena ovim ugovorom;

(ii) „prijava“ znači prijava za priznanje patenta, kao što se pominje u članu 3;

(iii) „patent“ znači patent, kao što se pominje u članu 3;

(iv) pominjanje „lica“ podrazumevaće i fizičko i pravno lice;

(v) „podnesak“ znači svaku prijavu, ili svaki zahtev, izjavu, dokument, prepisku ili drugu informaciju koja se odnosi na prijavu ili patent, bez obzira da li se odnosi na postupak na osnovu ovog ugovora ili ne, koja je podneta zavodu;

(vi) „registar zavoda“ znači zbirku podataka koju održava zavod, a koji se odnose na i uključuju podnete prijave i priznate patente od strane tog zavoda ili druge institucije sa dejstvom za tu ugovornu stranu, bez obzira na medijum na kome se takvi podaci čuvaju;

(vii) „upis u registar“ znači svaki akt uključivanja informacija u registar zavoda ;

(viii) „podnosilac prijave“ znači lice, koje je u skladu sa zakonom koji se primenjuje, u registru zavoda prikazano kao lice koje je podnelo prijavu patenta, ili kao drugo lice koje ponosi prijavu ili vodi postupak po prijavi;

(ix) „vlasnik“ znači lice koje je u registru zavoda prikazano kao nosilac patenta;

(x) „zastupnik“ znači zastupnik u skladu sa zakonom koji se primenjuje;

(xi) „potpis“ znači svako sredstvo vlastite identifikacije;

(xii) „jezik prihvaćen od zavoda“ znači svaki jezik prihvaćen od strane zavoda za relevantni postupak pred tim zavodom;

(xiii) „prevod“ znači prevod na jezik prihvaćen od zavoda ili, ako je prikladno, transliteraciju u alfabet ili tipografski sistem prihvaćen od zavoda;

(xiv) „postupak pred zavodom“ znači svaku radnju u postupku pred zavodom u pogledu prijave ili patenta;

(xv) osim ako iz konteksta proizilazi drugačije, reči u jednini uključuju i množinu i obratno, a lične zamenice muškog roda uključuju i ženski rod;

(xvi) „Pariska konvencija“ znači Parisku konvenciju o zaštiti industrijske svojine potpisanu 20. marta 1883. godine, kako je revidirana, dopunjena i izmenjena;

(xvii) „Ugovor o saradnji u oblasti patenata“ znači Ugovor o saradnji u oblasti patenata („RST“ ugovor) potpisan 19. juna 1970. godine, zajedno sa Pravilnikom i Administrativnim uputstvima prema tom ugovoru, kako su revidirani, dopunjeni i izmenjeni;

(xviii) „Ugovorna strana“ znači svaku državu ili međuvladinu organizaciju koja je strana ovog ugovora;

(xix) „zakon koji se primenjuje“ znači zakon dotične države, ako je ugovorna strana država, a ako je ugovorna strana međuvladina organizacija, zakonske odredbe na osnovu kojih ta organizacija deluje;

(xx) „instrument ratifikacije“ tumači se tako da uključuje instrumente prihvatanja ili odobrenja;

(xxi) „organizacija“ znači Svetska organizacija za intelektualnu svojinu;

(xxii) „Međunarodni biro“ znači Međunarodni biro organizacije;

(xxiii) „generalni direktor“ znači generalni direktor organizacije.

Član 2.

Opšti principi

(1) **Povoljniji zahtevi** Ugovorna strana slobodna je da predvidi zahteve, koji su, sa stanovišta podnosioca prijava i vlasnika, povoljniji od zahteva iz ovog ugovora i Pravilnika, osim zahteva iz člana 5.

(2) **Nema regulisanja materijalnog patentnog prava** Ništa u ovom ugovoru ili u Pravilniku ne može da bude tumačeno kao propisivanje bilo čega što bi ograničavalo slobodu ugovorne strane da u zakonu koji se primenjuje propiše onakve zahteve materijalnog prava koji se odnose na patente kakve želi.

Član 3.

Prijave i patenti na koje se ugovor primenjuje

(1) **Prijave** (a) Odredbe ovog ugovora i Pravilnika primenjivaće se na nacionalne i regionalne prijave patenata za pronalaskе i prijave dopunskih patenata koje su podnesene zavodu ugovorne strane ili za zavod ugovorne strane i koje su:

(i) vrste prijava koje su dozvoljene da se podnesu kao međunarodne prijave na osnovu Ugovora o saradnji u oblasti patenata;

(ii) izdvojene prijave iz prijava patenata za pronalaskе ili iz prijava dopunskih patenata koje pripadaju vrsti prijava iz tačke (i), a navode se u članu 4 G(1) ili (2) Pariske konvencije.

(b) U skladu sa odredbama Ugovora o saradnji u oblasti patenata, odredbe ovog ugovora i Pravilnika primenjivaće se na međunarodne prijave, za patente za pronalaskе i dopunske patente, podnete na osnovu Ugovora o saradnji u oblasti patenata:

(i) u pogledu rokova koji se prema članu 22 i članu 39(1) Ugovora o saradnji u oblasti patenata primenjuju u zavodu ugovorne strane;

(ii) u pogledu svakog postupka započetog na, ili kasnije od datuma kada može da počne obrada ili ispitivanje međunarodne prijave prema članu 23 ili 40 toga Ugovora.

(2) **Patenti** Odredbe ovog ugovora i Pravilnika primenjuju se na nacionalne i regionalne patente za pronalaskе i nacionalne i regionalne dopunske patente koji su priznati sa dejstvom za ugovornu stranu.

Član 4.

Izuzetak bezbednosti

Ništa u ovom ugovoru i Pravilniku neće ograničiti slobodu ugovorne strane da preduzme bilo koju radnju koju smatra potrebnom za očuvanje osnovnih bezbednosnih interesa.

Član 5.

Datum podnošenja

(1) **Delovi prijave** (a) Osim ako je drugačije propisano Pravilnikom, i u skladu sa odredbama paragrafa od (2) do (8), ugovorna strana, u svrhu utvrđivanja datuma podnošenja, će obezbediti da datum podnošenja prijave bude datum kad njen zavod primi sve sledeće delove koji su, prema izboru podnosioca prijave, podneti na papiru ili na drugi način dopušten od strane zavoda u svrhu utvrđivanja datuma podnošenja:

(i) izričitu ili implicitnu naznaku da bi ti delovi trebalo da predstavljaju prijavu patenta;

(ii) naznake koje omogućuju utvrđivanje identiteta podnosioca prijave ili stupanje zavoda u kontakt sa podnosiocem prijave;

(iii) deo koji na prvi pogled izgleda kao opis.

(b) U svrhu utvrđivanja datuma podnošenja, ugovorna strana može da prihvati crtež kao deo naveden u stavu (a)(iii).

(c) U svrhu utvrđivanja datuma podnošenja, ugovorna strana može da zahteva i informacije koje omogućavaju identifikaciju podnosioca prijave i informacije koje omogućavaju stupanje zavoda u kontakt s podnosiocem prijave, ili može da prihvati dokaz koji omogućava utvrđivanje identiteta podnosioca prijave ili dokaz koji omogućava stupanje zavoda u kontakt sa podnosiocem prijave, kao deo naveden u stavu (a)(ii).

(2) **Jezik** (a) Ugovorna strana može da zahteva da naznake iz paragrafa (1) (a) (i) i (ii) budu na jeziku prihvaćenom od strane zavoda.

(b) U svrhu utvrđivanja datuma podnošenja, deo naveden u paragrafu(1)(a)(iii) može da bude podnet na bilo kom jeziku.

(3) **Obaveštenje** Ako prijava ne ispunjava jedan ili više uslova koje ugovorna strana primenjuje na osnovu paragrafa (1) i (2), zavod će, čim bude moguće, o tome obavestiti podnosioca prijave, dajući mu mogućnost da ispuni svaki takav uslov i da se izjasni u roku propisanom Pravilnikom.

(4) **Naknadno ispunjavanje uslova** (a) Ako u prvobitno podnetoj prijavi nije ispunjen jedan ili više uslova koje ugovorna strana primenjuje na osnovu paragrafa (1) i (2), datum podnošenja će, pod uslovima iz stava (b) i paragrafa (6), biti datum na koji su naknadno ispunjeni svi uslovi što ih ugovorna strana primenjuje u skladu sa paragrafom (1) i (2).

(b) Ako jedan ili više uslova iz stava (a) nisu ispunjeni u roku propisanom Pravilnikom, ugovorna strana može da predvidi da će se smatrati da prijava nije podneta. Ako se smatra da prijava nije podneta, zavod će o tome obavestiti podnosioca prijave i navesti razloge za to.

(5) **Obaveštenje o delu opisa ili o crtežu koji nedostaje** Ako prilikom utvrđivanja datuma podnošenja zavod ustanovi da u prijavi nedostaje deo opisa ili da se u prijavi poziva na crtež koji očito nedostaje, zavod će o tome odmah obavestiti podnosioca prijave.

(6) **Datum podnošenja prijave kad je podnet deo opisa ili crtež koji je nedostajao** (a) Ako je u roku propisanom Pravilnikom zavodu podnet deo opisa ili crtež koji je nedostajao, taj deo opisa ili taj crtež uključuje se u prijavu i, u skladu sa stavom (b) i (c), datum podnošenja je datum na koji je zavod primio taj deo opisa ili taj crtež ili datum na koji su ispunjeni svi uslovi što ih ugovorna strana primenjuje u skladu sa stavom (1) i (2), zavisno od toga koji je datum kasniji.

(b) Ako je u skladu sa paragrafom (a) podnet deo opisa ili crtež koji je nedostajao kako bi se uklonio nedostatak u prijavi u kojoj je, na datum kad je zavod prvi put primio jedan deo ili više delova iz stava (1)(a) zahtevano pravo prvenstva na osnovu ranije prijave, datum podnošenja je, na zahtev podnosioca prijave koji je podnet u roku propisanom Pravilnikom i u skladu sa uslovima propisanim Pravilnikom, datum na koji su ispunjeni svi uslovi što ih ugovorna strana primenjuje u skladu sa stavom (1) i (2).

(c) Ako je deo opisa ili crtež, koji je nedostajao i koji je podnet u skladu sa paragrafom (a), povučen u roku utvrđenom od strane Ugovorne strane, datum podnošenja biće datum na koji su ispunjeni svi zahtevi što ih ugovorna strana primenjuje u skladu sa stavom (1) i (2).

(7) **Zamena opisa i crteža pozivanjem na prethodno podnetu prijavu** (a) U skladu sa uslovima propisanim Pravilnikom, pozivanjem na prethodno podnetu prijavu, na jeziku prihvaćenom od strane zavoda, do čega je došlo nakon podnošenja prijave će se, u cilju utvrđivanja datuma podnošenja, zameniti opis i svaki crtež.

(b) Ako nisu ispunjeni uslovi navedeni u paragrafu (a), može se smatrati da prijava nije podneta. Ako se smatra da prijava nije podneta, zavod će o tome obavestiti podnosioca prijave uz navođenje razloga.

(8) **Izuzeci** Ništa u ovom članu ne ograničava:

(i) pravo podnosioca prijave da prema članu 4G (1) ili (2) Pariske konvencije zadrži kao datum izdvojene prijave iz toga člana datum prve prijave navedene u tom članu i prednost prava prvenstva, ako postoji,

(ii) slobodu ugovorne strane da bilo koje zahteve koji su potrebni za utvrđivanje datuma podnošenja ranije prijave primenjuje na prijavu bilo koje vrste propisane Pravilnikom.

Član 6.

Prijava

(1) **Forma ili sadržaj prijave** Osim ako je ovim Ugovorom drukčije predviđeno, nijedna ugovorna strana ne sme zahtevati usklađenost sa bilo kojim uslovom u pogledu forme ili sadržaja prijave koji bi bio različit od ili naknadno dodat:

(i) uslovima u pogledu forme ili sadržaja koji su predviđeni za međunarodne prijave u skladu s Ugovorom o saradnji u oblasti patenta,

(ii) uslovima koji se odnose na formu ili sadržaj međunarodnih prijava, čije ispunjavanje, u skladu s Ugovorom o saradnji u oblasti patenta, može zahtevati

zavod bilo koje države strane toga Ugovora ili zavod koji radi za tu državu kad jednom počne obrada ili ispitivanje međunarodne prijave iz člana 23. ili 40. navedenog Ugovora,

(iii) bilo kojim dodatnim uslovima koji su propisani Pravilnikom.

(2) **Obrazac za zahtev** (a) Ugovorna strana može zahtevati da sadržaj prijave, koji odgovara sadržaju zahteva međunarodne prijave u skladu s Ugovorom o saradnji u oblasti patenta, bude predstavljen na obrascu za zahtev koji je propisala ta ugovorna strana. Ugovorna strana može takođe zahtevati da svaki dodatni sadržaj koji je dopušten u skladu sa stavom (1)(ii) ili propisan Pravilnikom prema stavu (1)(iii), bude sadržan u tom obrascu za zahtev.

(b) Bez obzira na paragraf (a) i u skladu sa članom 8 (1), ugovorna strana mora da prihvati predstavljanje sadržaja iz paragrafa (a) na obrascu za zahtev koji je predviđen Pravilnikom.

(3) **Prevod** Ugovorna strana može da zahteva prevod svakog dela prijave koji nije na jeziku prihvaćenom od strane njenog zavoda. Ugovorna strana može takođe da zahteva prevod delova prijave, kako je propisano Pravilnikom, koji su na jeziku prihvaćenom od strane zavoda, na bilo koji drugi jezik prihvaćen od strane tog zavoda.

(4) **Troškovi** Ugovorna strana može da zahteva plaćanje troškova koji se odnose na prijavu. Ugovorna strana može da primeni odredbe Ugovora o saradnji u oblasti patenta na plaćanje troškova za prijavu.

(5) **Uverenje o pravu prvenstva** U slučaju da se zahteva pravo prvenstva ranije podnete prijave, ugovorna strana može da zahteva da se primerak ranije podnete prijave i njen prevod, ako ranije podneta prijava nije na jeziku prihvaćenom od strane zavoda, podnesu u skladu s uslovima propisanim Pravilnikom.

(6) **Dokaz** Ugovorna strana može da zahteva da se tokom obrade prijave njenom zavodu dostavi dokaz o bilo kojem podatku navedenom u stavu (1) ili (2) ili u izjavi o pravu prvenstva ili bilo koji prevod iz stava (3) ili (5), samo onda kad taj zavod može osnovano da sumnja u istinitost tih podataka ili tačnost tih prevoda.

(7) **Obaveštenje** Kada jedan ili više zahteva koje ugovorna strana primenjuje u skladu sa stavovima od (1) do (6) nisu ispunjeni, zavod će o tome obavestiti podnosioca prijave pružajući mu mogućnost da ispuni svaki uslov i da se izjasni u roku propisanom Pravilnikom.

(8) **Neispunjavanje zahteva** (a) Ako u roku propisanom Pravilnikom nije ispunjen jedan ili više zahteva koje ugovorna strana primenjuje u skladu sa stavovima od (1) do (6), ugovorna strana može, u skladu sa paragrafom (b) i članovima 5. i 10., primeniti sankciju koja je predviđena njenim zakonom.

(b) Ako bilo koji zahtev koji ugovorna strana primenjuje u skladu sa stavom (1), (5) ili (6) u odnosu na traženo pravo prvenstva nije ispunjen u roku propisanom Pravilnikom, u skladu sa članom 13. može se smatrati da zahtev za priznavanje prava prvenstva ne postoji. U skladu sa članom 5. (7) (b) ne smeju se primeniti nikakve druge sankcije.

Član 7.

Zastupanje

(1) **Zastupnici** (a) Ugovorna strana može da zahteva da zastupnik imenovan za potrebe bilo kog postupka pred zavodom:

(i) ima pravo, u skladu sa zakonom koji se primenjuje, da obavlja radnje u postupku pred zavodom u vezi s prijavama i patentima,

(ii) navede kao svoju adresu, adresu na teritoriji propisanoj od Ugovorne strane.

(b) U skladu sa paragrafom (c) radnja u pogledu bilo kog postupka pred zavodom, koju je preduzeo zastupnik koji ispunjava uslove što ih ugovorna strana primenjuje u skladu sa paragrafom (a) ili koja je preduzeta u vezi sa njim, ima dejstvo radnje koju je preduzeo podnosilac prijave, vlasnik ili drugo zainteresovano lice koja je imenovalo zastupnika, ili radnje koja je preduzeta u vezi sa njima.

(c) Ugovorna strana može da predvidi da u slučaju zakletve ili izjave ili u slučaju opoziva punomoćja, potpis zastupnika nema dejstvo potpisa podnosioca prijave, vlasnika ili drugog zainteresovanog lica koje je imenovalo tog zastupnika.

(2) **Obavezno zastupanje** (a) Ugovorna strana može da zahteva da podnosilac prijave, vlasnik ili drugo zainteresovano lice imenuje zastupnika za sve postupke pred zavodom, a da lice na koju je prenetu prijava, podnosilac prijave, vlasnik ili drugo zainteresovano lice mogu sami nastupati pred zavodom za sledeće postupke:

(i) podnošenje prijave u svrhu utvrđivanja datuma podnošenja,

(ii) plaćanje troškova,

(iii) sve druge postupke propisane Pravilnikom,

(iv) izdavanje potvrde o prijemu ili obaveštenja od strane zavoda u vezi sa bilo kojim postupkom navedenim u tačkama od (i) do (iii).

(b) Troškove za održavanje može da plati bilo koje lice.

(3) **Imenovanje zastupnika** Ugovorna strana će prihvatiti da se imenovanje zastupnika podnosi zavodu na način propisan Pravilnikom.

(4) **Zabrana drugih zahteva** Nijedna ugovorna strana ne sme da zahteva ispunjenje drugih formalnih zahteva osim navedenih u stavovima od (1) do (3) u pogledu pitanja kojima se bave ti stavovi, osim ako nije drugačije predviđeno ovim Ugovorom ili propisano Pravilnikom.

(5) **Obaveštenje** Ako jedan ili više zahteva koje ugovorna strana primenjuje u skladu sa stavovima od (1) do (3) nisu ispunjeni, zavod će o tome obavestiti lice na koje je prijava prenetu, podnosioca prijave, vlasnika ili drugo zainteresovano lice pružajući im mogućnost da ispune svaki takav zahtev i da se izjasne u roku propisanom Pravilnikom.

(6) **Neispunjavanje zahteva** Ako u roku propisanom Pravilnikom nije ispunjen jedan ili više zahteva koje ugovorna strana primenjuje u skladu sa stavovima od (1) do (3), ugovorna strana može da primeni takvu sankciju koja je predviđena njenim zakonom.

Član 8.

Podnesci, adrese

(1) **Forma i način dostavljanja podnesaka** (a) Osim za utvrđivanje datuma podnošenja u skladu s članom 5(1) i u skladu sa članom 6(1) Pravilnik će, u skladu sa paragrafima od (b) do (d) propisati zahteve koje ugovorna strana može da primenjuje u pogledu forme i načina dostavljanja podnesaka.

(b) Nijedna ugovorna strana nije obavezna da prihvati podneske koji nisu podneti na papiru.

(c) Nijedna ugovorna strana nije obavezna da isključi podnošenje podnesaka na papiru.

(d) Ugovorna strana mora da prihvati podnošenje podnesaka na papiru u svrhu ispunjavanja uslova vezanih za rokove.

(2) **Jezik podnesaka** Ugovorna strana može, osim ako je drukčije propisano ovim Ugovorom ili Pravilnikom, da zahteva da podnesci budu na jeziku prihvaćenom od strane zavoda.

(3) **Model međunarodnih obrazaca** Bez obzira na stav (1)(a), i u skladu sa stavom (1)(b), i članom 6(2) (b), ugovorna strana će prihvatiti predstavljanje sadržaja podneska na obrascu koji odgovara modelu međunarodnog obrasca za takav podnesak predviđen Pravilnikom, ako takav obrazac postoji.

(4) **Potpisivanje podnesaka** (a) Kada ugovorna strana zahteva da bilo koji podnesak bude potpisan, ta ugovorna strana mora da prihvati svaki potpis koji je u skladu sa zahtevima propisanim Pravilnikom.

(b) Nijedna ugovorna strana ne sme da zahteva overu, overu od strane javnog beležnika, potvrdu autentičnosti, legalizaciju ili drugu overu potpisa koji je podnet njenom zavodu, osim u vezi sa bilo kojim kvazisudskim postupcima ili kako je predviđeno Pravilnikom.

(c) U skladu sa paragrafom (b), ugovorna strana može da zahteva da se zavodu podnesu dokazi samo onda ako postoji osnovana sumnja u autentičnost bilo kog potpisa.

(5) **Naznake u podnescima** Ugovorna strana može da zahteva da svaki podnesak sadrži jednu ili više naznaka koje su propisane Pravilnikom.

(6) **Adresa za dopisivanje, adresa za dostavljanje i druga adresa** Ugovorna strana može da zahteva, u skladu sa bilo kojom odredbom propisanom Pravilnikom, da podnosilac prijave, vlasnik ili drugo zainteresovano lice u svakom podnesku naznače:

(i) adresu za dopisivanje,

(ii) adresu za dostavljanje,

(iii) bilo koju drugu adresu propisanu Pravilnikom.

(7) **Obaveštenje** Kada jedan ili više zahteva koje ugovorna strana primenjuje u pogledu podnesaka u skladu sa stavovima od (1) do (6) nisu ispunjeni, zavod o će tome obavestiti podnosioaca prijave, vlasnika ili drugo zainteresovano lice, pružajući im mogućnost da u roku koji je propisan Pravilnikom ispune svaki takav zahtev i da se o tome izjasne.

(8) **Neispunjavanje zahteva** Ako u roku koji je predviđen Pravilnikom nije ispunjen jedan ili više zahteva koje ugovorna strana primenjuje u skladu sa stavovima od (1) do (6), ugovorna strana može, u skladu sa članovima 5. i 10., uz izuzetke propisane Pravilnikom, primeniti onakvu sankciju kakva je predviđena njenim zakonom.

Član 9.

Obaveštenja

(1) **Dovoljno obaveštenje** Svako obaveštenje koje zavod pošalje u skladu sa odredbama ovog ugovora ili Pravilnika na adresu za dopisivanje ili na adresu za dostavljanje iz člana 8(6), ili na bilo koju drugu adresu predviđenu Pravilnikom u smislu ove odredbe, a koja udovoljava odredbama koje se odnose na to obaveštenje, predstavljaće dovoljno obaveštenje u svrhu ovog ugovora i Pravilnika.

(2) **Ako nisu podnete naznake koje omogućuju kontakt** Ništa u ovom Ugovoru i Pravilniku ne obavezuje Ugovornu stranu da podnosiocu prijave, vlasniku ili drugom zainteresovanom licu pošalje obaveštenje, ako zavodu nisu podnete naznake koje omogućuju stupanje u kontakt s podnosiocem prijave, vlasnikom ili drugim zainteresovanim licem.

(3) **Propust obaveštavanja** U skladu sa članom 10(1), ako zavod ne obavesti podnosioca prijave, vlasnika ili drugo zainteresovano lice o neispunjavanju bilo kog zahteva na osnovu ovog ugovora ili Pravilnika, nedostatak obaveštenja ne oslobađa podnosioca prijave, vlasnika ili drugo zainteresovano lice od obaveze ispunjavanja toga zahteva.

Član 10.

Važenje patenta; oglašavanje ništavim

(1) **Važenje patenta na koje ne utiče neispunjavanje određenih formalnih zahteva** Neispunjavanje jednog ili više formalnih zahteva koji se pominju u članovima 6(1), (2), (4) i (5) i 8(1) do (4) u odnosu na prijavu ne mogu biti osnov za poništavanje patenta, potpuno ili delimično, osim kada je neispunjavanje formalnih zahteva nastalo kao rezultat prevarne namere.

(2) **Mogućnost izjašnjavanja, izmena ili ispravki u slučaju nameravanog oglašavanja ništavim** Patent ne može biti oglašen ništavim, potpuno ili delimično, a da vlasniku nije data mogućnost da se u razumnom roku izjasni o nameravanom oglašavanju ništavim i da izvrši izmene ili ispravke ako je to dopušteno po zakonu koji se primenjuje.

(3) **Nepostojanje obaveze u pogledu posebnih postupaka** Stavovi (1) i (2) ne stvaraju nikakvu obavezu uvođenja sudskih postupaka za sprovođenje patentnih prava koji se razlikuju od opštih postupaka za sprovođenje prava.

Član 11.

Olakšice u pogledu rokova

(1) **Produženje rokova** Za period propisan Pravilnikom ugovorna strana može da predvidi produženje roka, koji je odredio zavod, za radnju u postupku pred tim zavodom u vezi sa prijavom ili s patentom, ako je zahtev u tom smislu učinjen

zavodu u skladu sa zahtevima propisanim Pravilnikom, i ako je zahtev podnet, po izboru Ugovorne strane:

(i) pre isteka roka, ili

(ii) nakon isteka roka, a u roku koji je propisan Pravilnikom.

(2) **Nastavak postupka** Ako je podnosilac prijave ili vlasnik propustio rok određen od strane zavoda Ugovorne strane za preduzimanje radnje u postupku pred zavodom u vezi s prijavom ili sa patentom, a ta Ugovorna strana ne predviđa produženje roka prema stavu (1)(ii), Ugovorna strana će obezbediti nastavak postupka u vezi sa prijavom ili sa patentom i, ako je potrebno, ponovno uspostavljenje prava podnosioca prijave ili vlasnika u pogledu te prijave ili patenta, ako je:

(i) zahtev u tu svrhu podnet zavodu u skladu sa zahtevima propisanim Pravilnikom,

(ii) zahtev podnesen i ako su svi zahtevi u pogledu roka za preduzimanje odgovarajuće radnje, ispunjeni u roku koji je propisan Pravilnikom.

(3) **Izuzeci** Ni od jedne Ugovorne strane neće se zahtevati da obezbedi olakšice pomenute u stavu (1) ili (2) u odnosu na izuzetke propisane Pravilnikom.

(4) **Troškovi** Ugovorna strana može da zahteva plaćanje odgovarajućih troškova za podnošenje zahteva u skladu sa stavom (1) ili (2).

(5) **Zabrana drugih zahteva** Nijedna ugovorna strana ne može da zahteva da se u pogledu olakšica predviđenih u skladu sa stavom (1) ili (2) ispune drugi zahtevi osim onih koji su pomenuti u stavovima od (1) do (4), osim ako je drugačije predviđeno ovim Ugovorom ili propisano Pravilnikom.

(6) **Mogućnost izjašnjavanja u slučaju nameravanog odbijanja** Zahtev iz stava (1) ili (2) ne može biti odbijen a da podnosiocu prijave ili vlasniku nije data mogućnost da se u razumnom roku izjasni o nameravanom odbijanju.

Član 12.

Ponovno uspostavljanje prava nakon što zavod ustanovi dužnu pažnju ili nenamerni propust

(1) **Zahtev** Ugovorna strana će obezbediti, kada je podnosilac prijave ili vlasnik propustio rok za preduzimanje radnje u postupku pred zavodom, i taj propust ima za direktnu posledicu gubitak prava u pogledu prijave ili patenta, da taj zavod podnosiocu prijave ili vlasniku ponovno uspostavi pravo u pogledu prijave ili patenta u pitanju, ako:

(i) je zahtev u tu svrhu učinjen zavodu u skladu sa zahtevima propisanim Pravilnikom;

(ii) je zahtev podnesen u roku i ako su svi zahtevi u pogledu roka za preduzimanje određene radnje ispunjeni u roku koji je propisan Pravilnikom;

(iii) su u zahtevu navedeni razlozi za propuštanje roka; i

(iv) zavod ustanovi da je do propuštanja roka došlo uprkos dužnoj pažnji koju su zahtevale okolnosti ili, po izboru Ugovorne strane, da je svako kašnjenje bilo nenamerno.

(2) **Izuzeci** Ni od jedne Ugovorne strane neće se zahtevati da obezbedi ponovno uspostavljanje prava na osnovu stava (1) u pogledu izuzetaka propisanih Pravilnikom.

(3) **Troškovi** Ugovorna strana može da zahteva plaćanje troškova za zahtev na osnovu stava (1).

(4) **Dokazi** Ugovorna strana može da zahteva da se zavodu podnese izjava ili drugi dokaz u prilog razlozima navedenim u stavu (1)(iii) u roku određenom od strane zavoda.

(5) **Mogućnost izjašnjavanja u slučaju nameravanog odbijanja** Zahtev na osnovu stava (1) ne može da se odbije, potpuno ili delimično, a da stranci koja je podnela zahtev nije pružena mogućnost da se u razumnom roku izjasni o nameravanom odbijanju.

Član 13.

Ispravljanje ili dodavanje zahteva za priznavanje prvenstva; obnavljanje prava prvenstva

(1) **Ispravljanje ili dodavanje zahteva za priznavanje prvenstva** Osim ako je drugačije propisano Pravilnikom, Ugovorna strana će obezbediti ispravljanje ili dodavanje zahteva za priznavanje prvenstva u pogledu prijave (»naknadna prijava«), ako je:

(i) zahtev u tu svrhu podnet zavodu u skladu sa uslovima propisanim Pravilnikom;

(ii) zahtev podnet u roku koji je propisan Pravilnikom; i

(iii) datum podnošenja naknadne prijave nije kasniji od datuma isteka roka prvenstva računajući od datuma podnošenja najranije prijave čije se pravo prvenstva zahteva.

(2) **Docnja kod podnošenja naknadne prijave** Uzimajući u obzir član 15. Ugovorna strana će obezbediti, ako prijava (»naknadna prijava«) kojom se zahteva, ili bi moglo da se zahteva, pravo prvenstva ranije prijave ima datum podnošenja koji je kasniji od datuma na koji je istekao rok prvenstva, ali unutar roka koji je propisan Pravilnikom, da zavod obnovi pravo prvenstva, ako:

(i) je zahtev u tu svrhu podnet zavodu u skladu sa uslovima propisanim Pravilnikom;

(ii) je zahtev podnet u roku propisanom Pravilnikom;

(iii) su u zahtevu navedeni razlozi propuštanja roka prvenstva; i

(iv) zavod ustanovi da je do propuštanja podnošenja naknadne prijave u roku prvenstva došlo uprkos dužnoj pažnji koju su zahtevale okolnosti ili, po izboru Ugovorne strane, nenamerno.

(3) **Propust da se podnese primerak ranije prijave** Ugovorna strana će obezbediti da, kada primerak ranije prijave zahtevan na osnovu člana 6(5) nije podnet zavodu u roku propisanom Pravilnikom u skladu sa članom 6, zavod obnovi pravo prvenstva, ako je:

(i) zahtev u tu svrhu podnet zavodu u skladu sa uslovima propisanim Pravilnikom;

(ii) zahtev podnet u roku za podnošenje primerka ranije prijave, propisanom Pravilnikom u skladu sa članom 6 (5);

(iii) zavod ustanovio da je zahtev za izdavanje tog primerka ranije prijave, u roku propisanom Pravilnikom, podnet zavodu kome je bila podneta ranija prijava; i

(iv) primerak ranije prijave podnet u roku propisanom Pravilnikom.

(4) **Troškovi** Ugovorna strana može da zahteva plaćanje troškova za zahtev na osnovu stavova (1) do (3).

(5) **Dokazi** Ugovorna strana može da zahteva da se zavodu podnese izjava ili drugi dokaz u prilog razlozima koji su navedeni u stavu (2)(iii) u roku koji je određen od strane zavoda.

(6) **Mogućnost izjašnjavanja u slučaju nameravanog odbijanja** Zahtev na osnovu stavova (1) do (3) ne može da se odbije, potpuno ili delimično, a da podnosiocu prijave ili vlasniku nije data mogućnost da se u razumnom roku izjasni o nameravanom odbijanju.

Član 14.

Pravilnik

(1) **Sadržaj** (a) Pravilnik koji je priložen ovom Ugovoru predviđa pravila koja se odnose na:

(i) pitanja za koja ovaj ugovor izričito predviđa da moraju biti »propisana Pravilnikom«,

(ii) pojedinosti korisne pri sprovođenju odredaba ovog ugovora,

(iii) administrativne zahteve, pitanja ili postupke.

(b) Pravilnik takođe predviđa i pravila u pogledu formalnih uslova koje ugovorna strana može da primeni na zahteve za:

(i) upis u registar promene imena ili adrese,

(ii) upis u registar promene podnosioca prijave ili vlasnika,

(iii) upis u registar licence ili osiguranja potraživanja,

(iv) ispravku greške.

(c) Pravilnik takođe predviđa da Skupština uz pomoć Međunarodnog biroa ustanovljava model međunarodnih obrazaca i obrazaca za podnošenje zahteva u skladu sa članom 6.(2)(b).

(2) **Promena Pravilnika** U skladu sa stavom (3), za svaku izmenu Pravilnika potrebna je tročetvrtinska većina glasova.

(3) **Uslov jednoglasnosti** (a) Pravilnik može da odredi odredbe Pravilnika koje mogu da se izmene samo jednoglasno.

(b) Za svaku izmenu Pravilnika koja ima za posledicu dodavanje ili brisanje odredaba koje su navedene u Pravilniku prema stavu (a) potrebna je jednoglasnost.

(c) Pri utvrđivanju da li je postignuta jednoglasna odluka, u obzir se uzimaju samo stvarno dati glasovi. Uzdržavanje se ne smatra glasom.

(4) **Suprotnost između odredbi Ugovora i odredbi Pravilnika** U slučaju da su odredbe ovog ugovora u suprotnosti s odredbama Pravilnika, primenjuju se odredbe Ugovora.

Član 15.

Odnos prema Pariskoj konvenciji

(1) **Obaveza pridržavanja odredaba Pariske konvencije** Svaka ugovorna strana će se pridržavati odredaba Pariske konvencije koje se odnose na patente.

(2) **Obaveze i prava na osnovu Pariske konvencije** (a) Ništa u ovom Ugovoru ne ukida obaveze Ugovornih strana što ih imaju jedna prema drugoj na osnovu Pariske konvencije.

(b) Ništa u ovom Ugovoru neće ukinuti prava koja podnosioci prijave i vlasnici uživaju na osnovu Pariske konvencije.

Član 16.

Učinci revizija, izmena i dopuna Ugovora o saradnji u oblasti patenata

(1) **Primena revizija, izmena i dopuna Ugovora o saradnji u oblasti patenata** U skladu sa stavom (2) svaka revizija, izmena ili dopuna Ugovora o saradnji u oblasti patenata do koje je došlo nakon 2. juna 2000. godine, koja je u skladu sa članovima ovog ugovora, primenjivaće se u svrhu ovog ugovora i Pravilnika ako tako u konkretnom slučaju odluči Skupština tročetvrtinskom većinom datih glasova.

(2) **Neprimena prelaznih odredbi Ugovora o saradnji u oblasti patenata** Bilo koja odredba Ugovora o saradnji u oblasti patenata, na osnovu koje se revidirana, izmenjena ili dopunjena odredba toga ugovora ne primenjuje na državu članicu toga ugovora ili na zavod te države ili na zavod koji radi za tu državu, sve dok ova druga odredba nije u skladu sa zakonom koji ta država ili taj zavod primenjuje, neće se primenjivati u svrhu ovog ugovora i Pravilnika.

Član 17.

Skupština

(1) **Sastav** (a) Ugovorne strane imaju Skupštinu.

(b) Svaku Ugovornu stranu u Skupštini predstavlja jedan predstavnik, kome mogu pomagati zamenici, savetnici i stručnjaci. Svaki predstavnik može da zastupa samo jednu Ugovornu stranu.

(2) **Poslovi** Skupština će:

(i) se baviti pitanjima koja se odnose na održavanje i razvoj ovog ugovora i na njegovu primenu i funkcionisanje,

(ii) uz pomoć Međunarodnog biroa ustanoviti Model međunarodnih obrazaca i obrasca za zahtev iz člana 14 (1) (c),

(iii) menjati Pravilnik,

(iv) odrediti uslove u pogledu datuma primene svakog pojedinog modela međunarodnog obrasca i obrasca za zahtev iz tačke (ii), i svake izmene iz tačke (iii),

(v) odlučiti, u skladu sa članom 16.(1), da li će se bilo koja revizija, izmena ili dopuna Ugovora o saradnji u oblasti patenata primenjivati u svrhu ovog ugovora i Pravilnika,

(vi) obavljati druge funkcije koje su odgovarajuće na osnovu ovog ugovora.

(3) **Kvorum** (a) Kvorum čini polovina članica Skupštine koje su države.

(b) Bez obzira na paragraf (a), ako je na nekoj sednici broj članica Skupštine, koje su države i koje imaju predstavnika, manji od polovine, ali je jednak ili veći od trećine članica Skupštine koje su države, Skupština može da donosi odluke, ali uz izuzetak odluka koje se odnose na njen vlastiti postupak, sve takve odluke postaju izvršne samo onda ako su ispunjeni uslovi navedeni u daljem tekstu. Međunarodni biro će saopštiti navedene odluke članicama Skupštine koje su države i koje nisu imale predstavnika i pozvati ih da u roku od tri meseca od datuma saopštenja, pisanim putem glasaju ili izraze svoju uzdržanost. Ako nakon protoka tog roka broj članica koje su na takav način glasale ili izrazile svoju uzdržanost, dostigne broj članica koji je nedostajao za postizanje kvoruma na samoj sednici, takve odluke postaju izvršne, pod uslovom da je istovremeno postignuta potrebna većina.

(4) **Donošenje odluka na Skupštini** (a) Skupština će nastojati da odluke donosi konsenzusom.

(b) Kada odluka ne može da se donese konsenzusom o određenom pitanju odlučuje se glasanjem. U tom slučaju:

(i) svaka ugovorna strana koja je država ima jedan glas i glasa samo u svoje ime, i

(ii) svaka ugovorna strana koja je međuvladina organizacija može da učestvuje u glasanju umesto svojih država članica, sa brojem glasova koji je jednak broju njenih država članica koje su strane ovog ugovora. Nijedna takva međuvladina organizacija neće učestvovati u glasanju ako bilo koja od njenih država članica ostvaruje svoje pravo glasa, i obratno. Osim toga, nijedna takva međuvladina organizacija neće učestvovati u glasanju ako je bilo koja od njenih država članica, koja je strana ovog ugovora, država članica neke druge takve međuvladine organizacije, a ta druga međuvladina organizacija učestvuje u tom glasanju.

(5) **Većine** (a) U skladu sa članovima 14(2) i (3), 16(1) i 19(3), za odluke Skupštine potrebna je dvotrećinska većina datih glasova.

(b) Pri utvrđivanju da li je postignuta potrebna većina, uzimaju se u obzir samo dati glasovi. Uzdržavanja se ne smatraju glasovima.

(6) **Sednice** Skupština će se sastajati svake druge godine na redovnoj sednici koju saziva generalni direktor.

(7) **Poslovnik** Skupština će doneti svoj Poslovnik, koji uključuje pravila za sazivanje vanrednih sednica.

Član 18.

Međunarodni biro

(1) **Administrativni poslovi** (a) Međunarodni biro će obavljati administrativne poslove u vezi s ovim Ugovorom.

(b) Međunarodni biro će naročito pripremati sastanke i obezbediti sekretarijat Skupštine i onih komiteta eksperata i radnih grupa koje Skupština može da ustanovi.

(2) **Sastanci koji nisu sednice Skupštine** Generalni direktor saziva svaki komitet i svaku radnu grupu koje je ustanovila Skupština.

(3) **Uloga Međunarodnog biroa na Skupštini i ostalim sastancima** (a) Generalni direktor i lica koja on odredi učestvovalaće, bez prava glasa, na svim sastancima Skupštine, komiteta i radnih grupa koje je ustanovila Skupština.

(b) Generalni direktor ili član osoblja koga on odredi po službenoj dužnosti biće sekretar Skupštine, komiteta i radnih grupa iz paragrafa (a).

(4) **Konferencije** (a) Međunarodni biro će, u skladu sa uputstvima Skupštine, obavljati pripreme za revizijske konferencije.

(b) O navedenim pripremama Međunarodni biro može da se konsultuje sa državama članicama Organizacije, međuvladinim organizacijama, međunarodnim i nacionalnim nevladinim organizacijama.

(c) Generalni direktor i lica koja on odredi učestvovalaće, bez prava glasa, u raspravama na revizijskim konferencijama.

(5) **Ostali poslovi** Međunarodni biro će obavljati sve ostale poslove koji su mu povereni u vezi sa ovim Ugovorom.

Član 19.

Revizije

(1) **Revizija Ugovora** U skladu sa stavom (2), ovaj ugovor može da se revidira na konferenciji Ugovornih strana. O sazivanju svake revizijske konferencije odlučivalaće Skupština.

(2) **Revizija ili izmena određenih odredaba Ugovora** Član 17(2) i (6), mogu da se izmene ili na revizijskoj konferenciji, ili na Skupštini u skladu sa odredbama stava (3).

(3) **Izmena određenih odredaba Ugovora na Skupštini** (a) Predloge za izmenu člana 17(2) i (6) od strane Skupštine može dati svaka ugovorna strana ili generalni direktor. Takve predloge generalni direktor će dostaviti ugovornim stranama najmanje šest meseci pre njihovog razmatranja na Skupštini.

(b) Za usvajanje svake izmene odredaba iz paragrafa (a) potrebno je tri četvrtine datih glasova.

(c) Svaka izmena odredaba iz paragrafa (a) stupiće na snagu istekom jednog meseca nakon što generalni direktor primi od tri četvrtine država koje su u trenutku usvajanja izmene bile članice Skupštine, pisana obaveštenja o usvajanju izmene, sastavljena u skladu sa njihovim odgovarajućim ustavnim postupcima. Svaka tako usvojena izmena navedenih odredaba obavezuje sve ugovorne strane u trenutku stupanja izmene na snagu, kao i države i međuvladine organizacije koje postanu ugovorne strane na kasniji datum.

Član 20.

Postajanje stranom Ugovora

(1) **Države** Svaka država koja je strana Pariske konvencije ili članica Organizacije i za koju se mogu priznavati patenti, bilo putem vlastitog državnog zavoda, bilo putem zavoda druge države ili međuvladine organizacije, može da postane strana ovog ugovora.

(2) **Međuvladine organizacije** Svaka međuvladina organizacija može da postane strana ovog ugovora, ako je najmanje jedna država članica te međuvladine organizacije strana Pariske konvencije ili članica Organizacije i ako međuvladina organizacija izjavi da je u skladu sa svojim unutrašnjim postupcima ovlašćena da postane strana ovog ugovora, i ako izjavi da je:

(i) nadležna da priznaje patente sa dejstvom za njene države članice, ili

(ii) nadležna za pitanja obuhvaćena ovim Ugovorom i da ima vlastite propise koji obavezuju sve njene države članice u pogledu tih pitanja, kao i da ima, ili da je zadužila regionalni zavod za priznavanje patenata sa dejstvom na njenoj teritoriji u skladu sa tim propisima.

U skladu sa stavom (3), svaka takva izjava daje se u trenutku deponovanja instrumenta ratifikacije ili pristupanja.

(3) **Regionalne patentne organizacije** Evropska patentna organizacija, Evroazijska patentna organizacija i Afrička regionalna organizacija za industrijsku svojinu, koje su na Diplomatskoj konferenciji na kojoj je usvojen ovaj ugovor dale izjavu iz stava (2) tačke (i) ili (ii), mogu da postanu strana ovog ugovora kao međuvladine organizacije, ako u trenutku deponovanja instrumenta ratifikacije ili pristupanja izjave da su u skladu sa njihovim unutrašnjim postupkom ovlašćene da postanu stranom ovog ugovora.

(4) **Ratifikacija ili pristupanje** Svaka država ili međuvladina organizacija koja ispunjava uslove iz stava (1), (2) ili (3) može da deponuje:

(i) instrument ratifikacije, ako je potpisala ovaj ugovor, ili

(ii) instrument pristupanja, ako nije potpisala ovaj ugovor.

Član 21.

Stupanje na snagu; efektivni datumi ratifikacije i pristupanja

(1) **Stupanje na snagu ovog ugovora** Ovaj ugovor će stupiti na snagu istekom tri meseca nakon što deset država deponuje kod generalnog direktora instrumente ratifikacije ili pristupanja.

(2) **Efektivni datumi ratifikacije i pristupanja** Ovaj ugovor će obavezati:

(i) deset država iz stava (1) od datuma stupanja na snagu ovog ugovora;

(ii) svaku drugu državu, nakon isteka tri meseca od datuma na koji je država položila kod generalnog direktora instrument ratifikacije ili pristupanja, ili od bilo kojeg kasnijeg datuma koji je naveden u tom instrumentu, ali ne kasnije od isteka šest meseci od datuma takvog deponovanja;

(iii) Evropsku patentnu organizaciju, Evroazijsku patentnu organizaciju i Afričku regionalnu organizaciju za industrijsku svojinu, nakon isteka tri meseca od deponovanja instrumenta ratifikacije ili pristupanja, ili od bilo koga kasnijeg datuma

navedenog u tom instrumentu, ali ne kasnije od isteka šest meseci od datuma deponovanja, ako je takav instrument deponovan nakon stupanja na snagu ovog ugovora u skladu sa stavom (1), ili nakon isteka tri meseca od datuma stupanja na snagu ovog ugovora, ako je takav instrument deponovan pre stupanja na snagu ovog ugovora;

(iv) svaku drugu međuvladinu organizaciju koja ispuni uslove da postane strana ovog ugovora, nakon isteka tri meseca od deponovanja instrumenta ratifikacije ili pristupanja, ili od bilo kog kasnijeg datuma navedenog u tom instrumentu, ali ne kasnije od isteka šest meseci od datuma takvog deponovanja.

Član 22.

Primena Ugovora na postojeće prijave i patente

(1) **Načelo** U skladu sa stavom (2) ugovorna strana će primenjivati odredbe ovog ugovora i Pravilnika, osim članova 5 i 6(1) i (2) i sa njima povezanih odredbi Pravilnika, na prijave патената u postupku, kao i na patente koji su važeći na datum kada je ovaj ugovor prema članu 21. postao obavezujući za tu ugovornu stranu.

(2) **Postupci** Nijedna ugovorna strana nije obavezna da primenjuje odredbe ovog ugovora i Pravilnika na bilo koju radnju u postupcima u pogledu prijava i патената iz stava (1) ako je takav postupak počeo pre datuma od kojeg prema članu 21. ovaj ugovor obavezuje tu ugovornu stranu.

Član 23.

Rezerve

(1) **Rezerva** Svaka država ili međuvladina organizacija može putem rezerve da izjavi da neće primenjivati odredbe iz člana 6. stav (1) na bilo koji zahtev u pogledu jedinstva pronalaska koji se prema Ugovoru o saradnji u oblasti patenta primenjuje na međunarodnu prijavu.

(2) **Načini** Svaka rezerva iz stava (1) biće u obliku izjave koja se prilaže uz instrument ratifikacije ili pristupanja ovom Ugovoru od strane države ili međuvladine organizacije koja stavlja rezervu.

(3) **Povlačenje** Svaka rezerva prema stavu (1) može da se povuče u bilo koje vreme.

(4) **Zabrana drugih rezervi** Osim rezerve dozvoljene prema stavu (1) ni jedna druga rezerva na ovaj ugovor neće biti dozvoljena.

Član 24.

Otkaz ugovora

(1) **Obaveštenje** Svaka ugovorna strana može da otkáže ovaj ugovor obaveštenjem upućenom generalnom direktoru.

(2) **Efektivni datum** Svaki otkaz proizvodi dejstvo istekom godinu dana od datuma kad je generalni direktor primio to obaveštenje, ili na bilo koji kasniji datum naveden u obaveštenju. Otkaz neće uticati na primenu Ugovora na prijave po kojima su postupci u toku ni na patente koji u trenutku kad otkaz počinje da proizvodi pravna dejstva važe za zemlju ugovornicu koja otkazuje Ugovor.

Član 25.

Jezici ugovora

(1) **Autentični tekstovi** Ovaj je Ugovor potpisan u jednom originalnom primerku na engleskom, arapskom, kineskom, francuskom, ruskom i španskom jeziku, pri čemu su svi tekstovi jednako i isključivo verodostojni.

(2) **Službeni tekstovi** Službeni tekst na bilo kojem drugom jeziku, koji nije naveden u stavu (1), utvrdiće generalni direktor nakon konsultovanja zainteresovanih strana. U svrhu ovog stava zainteresovana strana znači svaku državu koja je strana ovog ugovora, ili državu koja ispunjava uslove da postane ugovorna strana prema članu 20. (1), a o čijem je službenom jeziku ili jednom od službenih jezika reč, i Evropska patentna organizacija, Evroazijska patentna organizacija i Afrička regionalna organizacija za industrijsku svojinu kao i bilo koja druga međuvladina organizacija koja je strana Ugovora ili bi mogla da postane strana Ugovora, ako je reč o jednom od njenih službenih jezika.

(3) **Prednost autentičnog teksta** U slučaju razlika mišljenja u tumačenju autentičnog i službenih tekstova, autentični tekst će imati prednost.

Član 26.

Potpisivanje ugovora

Ugovor ostaje otvoren za potpisivanje svakoj državi koja ispunjava uslove da postane ugovorna strana na osnovu člana 20. (1), i Evropskoj patentnoj organizaciji, Evroazijskoj patentnoj organizaciji i Afričkoj regionalnoj organizaciji za industrijsku svojinu u sedištu Organizacije godinu dana nakon njegovog usvajanja.

Član 27.

Depozitar; registracija

(1) **Depozitar** Generalni direktor je depozitar ovog ugovora.

(2) **Registracija** Generalni direktor će registrovati ovaj ugovor u Sekretarijatu Ujedinjenih nacija.

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori“.