AGREEMENT

between the Federal Minister of Transport, Innovation and Technology
of the Republic of Austria
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Austrian Patent Office
as an International Searching Authority
and International Preliminary Examining Authority
under the Patent Cooperation Treaty

(as in force from April 1, 2026)*

* Done at Geneva on October 30, 2017, last amended with effect from April 1, 2026 (see *Official Notices (PCT Gazette)* dated January 18, 2018, page 6 *et seq*., December 20, 2018, page 366, 20 June, 2024, page 101, and February 19, 2026, page 33).

This consolidated text has been prepared by the International Bureau of WIPO on the basis of the original Agreement, which exists in English and German.

Preamble

The Federal Minister of Transport, Innovation and Technology of the Republic of Austria and the International Bureau of the World Intellectual Property Organization,

Considering that the PCT Assembly, having heard the advice of the PCT Committee for Technical Cooperation, has appointed the Austrian Patent Office as an International Searching and Preliminary Examining Authority under the Patent Cooperation Treaty and approved this Agreement in accordance with Articles 16(3) and 32(3),

Hereby agree as follows:

Article 1
Terms and Expressions

(1) For the purposes of this Agreement:

(a) “Treaty” means the Patent Cooperation Treaty;

(b) “Regulations” means the Regulations under the Treaty;

(c) “Administrative Instructions” means the Administrative Instructions under the Treaty;

(d) “Article” (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;

(e) “Rule” means a Rule of the Regulations;

(f) “Contracting State” means a State party to the Treaty;

(g) “the Authority” means the Austrian Patent Office;

(h) “the International Bureau” means the International Bureau of the World Intellectual Property Organization.

(2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2
Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching Authority and International Preliminary Examining Authority as are provided under, the Treaty, the Regulations, the Administrative Instructions and this Agreement.

(2) In carrying out international search and international preliminary examination, the Authority shall apply and observe all the common rules of international search and of international preliminary examination and, in particular, shall be guided by the PCT International Search and Preliminary Examination Guidelines.

(3) The Authority shall maintain a quality management system in compliance with the requirements set out in the PCT International Search and Preliminary Examination Guidelines.

(4) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent considered to be appropriate by both the Authority and the International Bureau, mutual assistance in the performance of their functions thereunder.

Article 3
Competence of Authority

(1) The Authority shall act as International Searching Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international search, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(2) The Authority shall act as International Preliminary Examining Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international preliminary examination, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(3) Where an international application is filed with the International Bureau as receiving Office under Rule 19.1(a)(iii), paragraphs (1) and (2) apply as if that application had been filed with a receiving Office which would have been competent under Rule 19.1(a)(i) or (ii), (b) or (c) or Rule 19.2(i).

(4) The Authority shall conduct supplementary international searches in accordance with Rule 45*bis* to the extent decided by it, as set out in Annex B to this Agreement.

Article 4
Subject Matter Not Required to Be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that such application relates to subject matter set forth in Rule 39.1 or 67.1, as the case may be, with the exception of the subject matter specified in Annex C to this Agreement.

Article 5
Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its functions as an International Searching Authority and International Preliminary Examining Authority, is set out in Annex D to this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement:

(i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);

(ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

Article 6
Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate the classification of the subject matter according to the International Patent Classification. The Authority may, in addition, in accordance with Rules 43.3 and 70.5, indicate the classification of the subject matter according to any other patent classification specified in Annex E to this Agreement to the extent decided by it as set out in that Annex.

Article 7
Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language or one of the languages indicated, having regard to the language or languages indicated in Annex A and to the language or languages whose use is authorized by the Authority under Rule 92.2(b), in Annex F.

Article 8
International-Type Search

The Authority shall carry out international-type searches to the extent decided by it as set out in Annex G to this Agreement.

Article 9
Entry into Force

This Agreement shall enter into force on January 1, 2018.

Article 10
Duration and Renewability

This Agreement shall remain in force until December 31, 2027. The parties to this Agreement shall, no later than July 2026, start negotiations for its renewal.

Article 11
Amendment

(1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.

(2) Without prejudice to paragraph (3), amendments may be made to the Annexes to this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; and, notwithstanding paragraph (4), they shall take effect on the date agreed upon by them.

(3) The Authority may, by a notification to the Director General of the World Intellectual Property Organization:

(i) add to the indications of States and languages contained in Annex A to this Agreement;

(ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;

(iii) amend the schedule of fees and charges contained in Annex D to this Agreement;

(iv) amend the indications on patent classification systems contained in Annex E to this Agreement;

(v) amend the indications on languages of correspondence contained in Annex F to this Agreement;

(vi) amend the indications on international-type searches contained in Annex G to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that:

(i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

(ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12
Termination

(1) This Agreement shall terminate before December 31, 2027:

(i) if the Federal Minister of Transport, Innovation and Technology of the Republic of Austria gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or

(ii) if the Director General of the World Intellectual Property Organization gives the Federal Minister of Transport, Innovation and Technology of the Republic of Austria written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

Annex A
States and Languages

Under Article 3 of the Agreement, the Authority specifies:

(i) the following States for which it will act:

so far as Article 3(1) is concerned:

the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations, in accordance with the obligations of the Republic of Austria undertaken within the framework of the European Patent Organisation;

so far as Article 3(2) is concerned:

the States regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations, in accordance with its obligations of the Republic of Austria undertaken within the framework of the European Patent Organisation.

Where a receiving Office specifies the International Authority under Articles 3(1) and (2), the International Authority shall become competent for international applications filed at that receiving Office from a date to be agreed by the receiving Office and International Authority and to be notified to the International Bureau.

(ii) the following languages which it will accept:

English, French, German.

Annex B
Supplementary International Search:
Documentation Covered; Limitations and Conditions

The Authority conducts supplementary international searches as follows:

(1) The Authority will accept requests for supplementary international search based on international applications filed in, or translations furnished into, English, French or German.

(2) The supplementary international search shall cover at least one of the following levels of search:

(i) the documents held in the search collection of the Authority including, but not limited to, the PCT minimum documentation under Rule 34;

(ii) European and North American documentation;

(iii) German-language documentation.

(3) The Authority shall notify the International Bureau if a demand for supplementary international search exceeds available resources and also when normal conditions have been reestablished.

Annex C
Subject Matter Not Excluded from Search or Examination

The subject matter set forth in Rule 39.1 or 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination is the following:

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of Austrian patent law.

Annex D
Fees and Charges

Part I. Schedule of Fees and Charges

Kind of fee or charge	Amount (Euro)
Search fee (Rule 16.1(a))	1,885[1]
Additional fee (Rule 40.2(a))	1,885[1]
Supplementary search fees (Rule 45*bis*.3(a))	1,700
– of only European and North American documentation	1,190
– of only German-language documentation	850
Preliminary examination fee (Rule 58.1(b))	1,749[1]
Additional fee (Rule 68.3(a))	1,749[1]
Protest fee (Rules 40.2(e) and 68.3(e))	229
Cost of copies (Rules 44.3(b), 45*bis*.7(c), 71.2(b), 94.1*ter* and 94.2), per page	0.95

Part II. Conditions for and Extent of Refunds or Reductions of Fees

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall be fully refunded.

(3) Where the search fee has not been reduced and where the Authority benefits from the results of an earlier search, the search fee shall be refunded as follows, depending on the extent to which the Authority benefits from that earlier search:

- where the earlier search was carried out by the Authority: refund of 75%;
- where the earlier search was carried out by another International Searching Authority: refund of 50%;
- where the earlier search was carried out by another Patent Office: refund of 25%.

(4) In the cases provided for under Rule 58.3, the amount of the preliminary examination fee paid shall be fully refunded.

(5) Where the international application or the demand is withdrawn before the start of the international preliminary examination, the amount of the preliminary examination fee paid shall be fully refunded.

(6) The Authority shall refund the supplementary search fee if, before it has started the supplementary international search in accordance with Rule 45*bis*.5(a), the supplementary search request is considered not to have been submitted under Rule 45*bis*.5(g).

[1] This fee is reduced by 75% where the applicant, or, if there are two or more applicants, each applicant is a natural person and is a national of and resides in a State for which the Austrian Patent Office is an International Searching Authority.

Annex E
Classification

Under Article 6 of the Agreement, the Authority specifies the following classification systems in addition to the International Patent Classification: none.

Annex F
Languages of Correspondence

Under Article 7 of the Agreement, the Authority specifies the following languages:

English, French and German, noting that the language of correspondence shall be the language in which the international application is filed or translated, as the case may be.

Annex G
International-Type Search

Under Article 8 of the Agreement, the Authority specifies the following extent of international-type searches:

The Authority does not conduct international-type searches.