

**MEMORANDUM OF UNDERSTANDING BETWEEN
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE AND
THE HUNGARIAN INTELLECTUAL PROPERTY OFFICE**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTELLECTUAL PROPERTY OFFICE OF SINGAPORE
AND
THE HUNGARIAN INTELLECTUAL PROPERTY OFFICE
ON THE PROVISION OF
PATENT EXAMINATION SERVICES**

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This Memorandum of Understanding (MOU) has the following arrangement:

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**THIS MEMORANDUM OF UNDERSTANDING made between
the INTELLECTUAL PROPERTY OFFICE OF SINGAPORE of the one part and
the HUNGARIAN INTELLECTUAL PROPERTY OFFICE of the other part.**

PREAMBLE

The INTELLECTUAL PROPERTY OFFICE OF SINGAPORE and THE HUNGARIAN INTELLECTUAL PROPERTY OFFICE,

DESIROUS to appoint THE HUNGARIAN INTELLECTUAL PROPERTY OFFICE, an Examiner within the meaning of Section 2(1) of the Singapore Patents Act, to whom questions relating to patents including search and examination of applications for a patent and patents may be referred.

(1) For the purposes of this Memorandum of Understanding:

- (a) "Act" means the Singapore Patents Act in operation when this Memorandum of Understanding is in effect;
- (b) "Rules" means the rules made under the Act;
- (c) "section" means a section of the Act;
- (d) "rule" means a rule of the Rules;

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- (e) "Registry" means the Singapore Registry of Patents, a department within the Intellectual Property Office of Singapore;
- (f) "Registrar" refers to the Registrar of Patents, Singapore;
- (g) "Office" means THE HUNGARIAN INTELLECTUAL PROPERTY OFFICE.

All other terms and expressions used in this Memorandum of Understanding, which are also used in the Act, and the Rules have, for the purposes of this Memorandum of Understanding, the same meaning as in the Act and Rules.

(2) The Intellectual Property Office of Singapore hereby declares, for the purposes of Hungarian Act CXXVII of 2007 on value added tax (hereinafter referred to as the Hungarian VAT Act), that it is a legal entity under the law of Singapore that has no branch or subsidiary in Hungary.

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ARTICLE 1

Basic obligations

- (1) The Office shall carry out the following work:
- a) To conduct search and examination in accordance with the requirements of section 29,
 - b) To conduct supplementary examination in accordance with the requirements of section 29,
 - c) To conduct review of the examination report in accordance with the requirements of section 29B,
 - d) To conduct re-examination pursuant to a patent under section 80,
 - e) To provide an opinion as to whether the amendment of the patent should be allowed where opposition has been filed under section 38 to the proposed amendment of a patent,
 - f) To provide assistance to the Registrar pursuant to section 89 and rule 107, and,
- (2) In carrying out the work specified in paragraph (1) of this Article, the Office shall comply with the Act, Rules and the patent decisions of the Singapore Courts, and be guided, to the extent appropriate and necessary, by the guidelines, directions and circulars issued by the Registry.
- (3) The Registry and the Office shall render, to the fullest extent possible, mutual assistance in the performance of their obligations under this Memorandum of Understanding.

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ARTICLE 2

Provision of personnel

The Office shall, make available a sufficient number of technically qualified staff at its disposal, corresponding to the work undertaken by the Office, for the purpose of fulfilling all its obligations under this Memorandum of Understanding.

ARTICLE 3

Subject matter required to be searched

- (1) The Office shall discover as much of the relevant prior art as its resources permit and shall, in any case, consult the following:
 - a) The documents specified in rule 40 in respect of each request for a search report, search and examination forwarded to it by the Registry; and,
 - b) Any additional documentation that the Examiner is aware of and considers to be relevant.

- (2) In respect of an application for a patent or each patent which is the subject of a request for an examination report or search and examination report under section 29, where the Office identifies that such application relates to two or more inventions that are not so linked as to form a single inventive concept, it shall proceed to search only the first invention specified in the claims of the application, and indicate its findings in the report.

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ARTICLE 4

Extent of examination and written opinion

- (1) In respect of each application for a patent or each patent which is the subject of a request for an examination report or search and examination report forwarded to it by the Registry in accordance with the requirements of section 29, the Office shall determine, consistent with the obligations referred to in Article 1, the following:
- a) Whether each claim of the invention disclosed in the application satisfies each condition or requirement for patentability under section 13;
 - b) Whether the conditions specified in sections 25(4) and (5) have been complied with; and
 - c) Whether the application discloses any additional matter referred to in section 84(1) or (1A) or any matter referred to in section 84(2),
taking into consideration all the relevant prior art, if any, that the Examiner is aware of or that has been discovered in a search,
 - d) Whether the description, or any claim or drawing, in the application is so unclear, or any claim in the application is so inadequately supported by the description, that no meaningful opinion can be formed on whether the claimed invention satisfies all or any of the conditions for patentability under section 13(1);
 - e) Whether any claim in the application relates to an invention for which no search has been completed; and

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- f) Whether there is –
- (i) any other application for a patent for the same invention, with the same priority date, filed by the same applicant or his successor in title; and
 - (ii) any earlier grant of a patent for the same invention, with the same priority date, to the same applicant or his successor in title.
- (1A) For avoidance of doubt, paragraph 1(c) of this Article shall only apply to patent applications or patents with a date of filing on or after 1 July 2004 only, and paragraph 1(f) of this Article shall only apply to patent applications or patents with a date of filing on or after 14 February 2014 only.
- (2) Where the Office did not issue the search report in respect of the patent application, the Registry shall forward all documents to be considered in establishing an examination report together with the request for an examination report. The Office may, with a view to establishing the examination report, request the Registry to produce verified English translations of non-English documents, corresponding to the original text of any such documents mentioned in that search report.
- (3) Where in respect of a request for an examination report or search and examination report forwarded to Office by the Registry, one or more of the paragraphs under section 29 apply, the Office shall provide at least one written opinion to that effect and state fully the reasons for his opinion.

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- (4) In respect of each application for a patent or each patent which is the subject of a request for a supplementary examination report forwarded to it by the Registry in accordance with the requirements of section 29, the Office shall determine, consistent with the obligations referred to in Article 1, the following:
- a) Whether each claim in the application is supported by the description of the invention;
 - b) Whether, at the time the prescribed documents referred to in section 29(1)(d) are filed, each claim in the application in suit is related to at least one claim which –
 - (i) is set out in the prescribed documents relating to the corresponding application, corresponding international application or related national phase application referred to in section 29(1)(d), or to the application in suit during its international phase; and
 - (ii) has been examined to determine whether the claim appears to satisfy the criteria of novelty, inventive step (or non-obviousness) and industrial applicability (or utility);
 - c) Whether the invention is an invention referred to in section 13(2) that is not patentable;
 - d) Whether the invention is an invention referred to in section 16(2) that is not to be taken to be capable of industrial application;

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- e) Whether there is –
- (i) any other application for a patent for the same invention, with the same priority date, filed by the same applicant or his successor in title; and
 - (ii) any earlier grant of a patent for the same invention, with the same priority date, to the same applicant or his successor in title; and
- f) Whether the application discloses any additional matter referred to in section 84(1) or (1A) or any other matter referred to in section 84(2).
- (5) In respect of each application for a patent which is the subject of a request for a review of an examination report, a search and examination report or a supplementary examination report, forwarded to it by the Registry in accordance with the requirements of section 29B, the Office shall determine, consistent with the obligations referred to in Article 1, the following:
- a) Whether the Examiner agrees or disagrees with the examination report, search and examination report or supplementary examination report, as the case may be; and
 - b) Where the applicant has amended the specification of the application, whether each unresolved objection in the examination report, search and examination report or supplementary examination report, as the case may be, has been overcome in the amended specification; and
 - c) the reasons for the Examiner's decision under paragraph (5)(a) of this Article, and where applicable, paragraph (5)(b) of this Article.

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ARTICLE 5

Contents of reports

- (1) The search report shall be in accordance with rules 43.2, 43.3, 43.5, 43.6, 43.7 and 44.2 of the Regulations under the Patent Cooperation Treaty. One copy of each patent document, which is cited in the report, shall accompany the report.
- (2) The examination report shall be in accordance with rules 70.2, 70.4, 70.5, 70.6, 70.7, 70.10, 70.11, 70.12 and 70.13 of the Regulations under the Patent Cooperation Treaty. Additionally the report shall contain indications based on the conditions of paragraphs (1) and 1(A) of Article 4.
- (3) The search and examination report under section 29 shall be in accordance with paragraphs (1) and (2) of this Article.
- (4) A written opinion shall be issued in accordance with paragraph (2) or (3) of this Article. In issuing the written opinion, the Office shall also indicate its ground or grounds corresponding to those found under section 29.
- (5) A supplementary examination report under section 29 shall contain indications based on the conditions of paragraph 4 of Article 4.
- (6) An examination review report under section 29B, in relation to an examination report, search and examination report or supplementary examination report, as the case may be, shall contain indications based

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on the conditions of paragraph 5 of Article 4, and specify the reasons for the Examiner's decisions accordingly.

- (7) A re-examination report under section 80 shall, in addition to providing advice as to whether the patent should be revoked on any of the grounds specified in the section, include an opinion as to whether any amendments which may have been proposed, would be allowable under section 84 and whether, if allowed, they would remove any ground of revocation found to exist.
- (8) Where the assistance from the Registrar is sought pursuant to a matter arising from section 89 and rule 107, the Registrar shall fully set out the nature of the assistance required and, in particular, shall clearly indicate the question of fact or opinion on which a report is sought. The Registrar shall provide a copy of any document filed in the proceedings relevant to the assistance sought. The assistance provided by the Office shall include but not be limited to providing a report drawn up by one or more examiners familiar with the technical subject matter involved.

ARTICLE 6

Time limits

- (1) In respect of a request for a search report made pursuant to section 29, the Office shall transmit to the Registry a search report within three (3) months from its date of receipt of a request by the Registry for such report.

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- (2) In respect of a request for a search and examination report, examination report or supplementary review report made pursuant to section 29, the Office shall transmit to the Registry –
- a) in the case of a request for a search and examination report, a first written opinion or examination report within four (4) months from its date of receipt of the request made by the Registry for such report;
 - b) in the case of a request for an examination report, a first written opinion or examination report within two (2) months from its date of receipt of the request made by the Registry for such report;
 - c) in the case of a request for a search and examination report or examination report as the case may be, where the applicant responds to a written opinion, a further written opinion if the Office is of the view that sufficient time remains for the applicant to respond and for the report to be established and sent to the Registry, or examination report if the Office is of the view that there is insufficient time remaining for the applicant to respond and for the report to be established and sent to the Registry, within one (1) month from its date of receipt of a copy of the applicant's response, from the Registry;
 - d) in the case of a request for a supplementary examination report, one written opinion or a supplementary examination report within two (2) months from its date of receipt of the request made by the Registry for such report.

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- e) in the case of a request for a supplementary examination report, where the applicant responds to the written opinion, the report to be established and sent to the Registry, within one (1) month from its date of receipt of a copy of the applicant's response, from the Registry.
- (3) In respect of a request from the Registry for a re-examination report made pursuant to section 80 or an opinion whether to allow any proposed amendments to the specification of a patent filed under section 38, the Office shall transmit its response to such requests within three (3) months from the date of its receipt of the request.
- (4) In respect of a request for a review of an examination report, search and examination report or a supplementary examination report, as the case may be, made pursuant to section 29B, the Office shall transmit to the Registry an examination review report within two (2) months from the date of its receipt of the request and no later than three (3) months unless the Registry is informed otherwise before the end of the three months.
- (5) In respect of a matter arising from section 89 and rule 107, the Office shall endeavor to send the report within one (1) month from the receipt of a request for assistance and of the provision of documents required for the report, from the Registrar, and not later than two (2) months unless the Registrar is informed otherwise before the end of the two months.
- (6) The Office shall bill monthly, based on the actually transmitted files to the Registry. Payment by the Intellectual Property Office of Singapore shall be effected by bank transfer to the account indicated on the final invoice

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and within 45 days from the date of the final invoice. The payment shall give indications to the reference numbers such as the application numbers. The place of fulfillment of the invoiced services is the territory of Singapore. Therefore, in conformity with the Hungarian VAT Act, invoices issued by the Office shall not contain any value added tax.

ARTICLE 7

Language of correspondence

For the purpose of all correspondence including reports and written opinions issued under sections 29, 29B, 31(1), 38, 80 and 89, the Registry and the Office shall use the English language.

ARTICLE 8

Quality Review

- (1) The Registry shall from time to time, and at its discretion initiate quality reviews on the Office's performance of the work carried out in this Memorandum of Understanding.

- (2) For the purposes of this Article, "quality review" refers to a review on:
 - a) "Timeliness" – whether reports and opinions are issued within the periods mentioned in Article 6, and
 - b) "Consistency" – whether reports and opinions are issued in accordance with the legislation, decisions and guidelines stated in Article 1(2).

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- (3) Quality reviews may involve the Registry sending to the Office not more than 8 requests a calendar year for search and/or examination (referred to as "TEST CASES"). The said review may also include a customer satisfaction survey conducted by the Registry with the patent applicants.
- (4) The Registry and the Office shall bear their own costs arising from each quality review. For the avoidance of doubt, the Office shall bear the costs of the reports and opinions issued for the TEST CASES, the costs of providing one set of prior art documents cited in a report for each TEST CASE, and the costs of transmitting the documents from the Office to the Registry for each TEST CASE.
- (5) Upon the completion of each quality review, the Registry shall assess the results and shall inform the Office accordingly whether the TEST CASES meet the requirements of timeliness and consistency under this Memorandum of Understanding, and any other feedback.
- (6) If the Registry informs the Office that it is of the opinion that it has not performed satisfactorily under a quality review, the Office shall inform the Registry of its plans as well as a time frame to which it will take steps to ensure timeliness and consistency thereby fulfilling its obligations under this Memorandum of Understanding.

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ARTICLE 9

Charges & Limits of Annual Activity

Subject to Article 12(2), a Schedule of all charges and limits of annual activity to which THE HUNGARIAN INTELLECTUAL PROPERTY OFFICE shall be entitled to, is set out in the Schedule to this Memorandum of Understanding. The charges include the costs of providing one copy of each prior art documents cited in a report, and the costs of sending documents from the Office to the Registry.

ARTICLE 10

Entry into force and application of the Memorandum of Understanding

- (1) This Memorandum of Understanding shall take effect on **1 September 2014**.
- (2) This Memorandum of Understanding shall apply to:
 - a) any work sent by the Registry to the Office on or after 1 September 2014; and
 - b) unless expressly stated otherwise, to applications for a patent; or a patent in force under the Act, regardless of its date of filing.
- (3) For avoidance of doubt, once this Memorandum of Understanding takes effect, it replaces any such Memorandum of Understanding which was in effect before it.

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ARTICLE 11

Duration and renewal of the Memorandum of Understanding

- (1) This Memorandum of Understanding shall remain in effect until **1 September 2019**. EXCEPT that all the provisions herein shall continue to apply to work sent by the Registry to the Office up to 1 September 2019 less 1 day, until such work is completed.
- (2) By **1 September 2018** at the latest, the parties to this Memorandum of Understanding shall indicate to each other whether they wish to renegotiate a renewal of this Memorandum of Understanding.

ARTICLE 12

Amendments

- (1) Without prejudice to paragraph (2), and unless otherwise stated, amendments may be made to this Memorandum of Understanding at any time PROVIDED such amendments have been agreed between the parties in writing.
- (2) A party may, subject to Article 12(3), propose to amend the Schedule of charges and limits of annual activity contained in this Memorandum of Understanding, by giving the other party not less than four (4) months written notice of any proposed amendment of the charges or limit of annual activity. The amendments shall take effect only upon agreement between the parties.

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- (3) It is agreed that parties will not review or amend any charges stated in the Schedule at any time within three (3) years of entry into force of this Memorandum of Understanding.

ARTICLE 13

Termination of the Memorandum of Understanding

- (1) This Memorandum of Understanding shall terminate before **1 September 2019** if:
- (a) the Registry gives the Office written notice to terminate this Memorandum of Understanding; or
 - (b) if the Office gives the Registry written notice to terminate this Memorandum of Understanding.
- (2) The termination of this Memorandum of Understanding under paragraph (1) shall take effect no earlier than twelve (12) months after the date on which the other party receives the notice, unless both parties consent to a shorter period.

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IN WITNESS WHEREOF the parties hereto set their hands the day and year first below written.

(Signature)

PRESIDENT of THE HUNGARIAN
INTELLECTUAL PROPERTY OFFICE

(Signature)

CHIEF EXECUTIVE of the INTELLECTUAL
PROPERTY OFFICE OF SINGAPORE

SIGNED in SINGAPORE by
MIKLÓS BENDZSEL, PRESIDENT of THE
HUNGARIAN INTELLECTUAL PROPERTY
OFFICE
for and on behalf of THE
HUNGARIAN INTELLECTUAL PROPERTY
OFFICE on

SIGNED in SINGAPORE by
TAN YIH SAN, CHIEF EXECUTIVE of the
INTELLECTUAL PROPERTY OFFICE OF
SINGAPORE for and on behalf of the
INTELLECTUAL PROPERTY OFFICE OF
SINGAPORE on

28 August 2014

[date]

27 Aug 2014.

[date]

[Schedule follows]

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THE SCHEDULE (REFERRED TO IN ARTICLE 9)

CHARGES & LIMITS OF ANNUAL ACTIVITY

Subject Matter	Limitation on Annual Activity	EUR	Invoice generation and Provision to Registry
Search	Not applicable		Upon provision of search report
Search & Examination	For each 12 month's period that this MOU is in force, the Registry shall provide, and the office shall handle, no less than 300 and no more than 2000 requests, both numbers inclusive		Upon provision of search and examination report
Examination			Upon provision of examination report
Supplementary Examination			Upon provision of examination report
Examination Review			Upon provision of examination review report
Re-examination	Not applicable		Upon provision of re-examination report
Consideration of amendments	Not applicable		Upon provision of opinion
Technical Assistance	-	See Note 1	Upon provision of technical assistance

Note 1: The charges payable shall be . . . EUR per day of work (and pro rata for part days) by an Examiner of the Hungarian Intellectual Property Office. Further and in accordance with the Sixth Schedule of the Patents Rules, if the Examiner appointed as a scientific adviser attends proceedings before the Registrar, he shall be paid a reasonable amount for the expenses incurred for transport between his usual place of residence and the place where the proceedings take place and if the scientific adviser is required to be absent overnight from his usual place of residence, a reasonable amount as allowance for meals and accommodation up to a daily maximum of SGD \$