

**Agreement No. HPO/2010
relating to the licensing of EPO databases**

between the

European Patent Organisation with its seat at Erhardtstrasse 27, D-80469 Munich (Germany),
represented by the President of the European Patent Office, Benoît Battistelli,

hereinafter referred to as "EPO"

and

Hungarian Patent Office

whose address is at Garibaldi utca 2, H-1054 Budapest, Hungary

represented by Dr. Miklós Bendzsel, President

hereinafter referred to as "Licensee",

hereinafter collectively referred to as "Parties"

WHEREAS the EPO has developed and continuously develops compilations of information, which information, together with all updates thereto, are hereinafter called "Original EPO-Databases";

WHEREAS the EPO has made considerable expenses for the creation of the Original EPO-Databases. These expenses are a qualitatively and quantitatively substantial investment within the meaning of § 87 a of the German Copyright Act (Urheberrechtsgesetz – UrhG);

WHEREAS the Original EPO-Databases may contain data that do not belong to the EPO and / or may be encumbered by third party's proprietary rights, licences granted under this Agreement relate solely to the EPO's own rights;

WHEREAS the Licensee runs a service producing publications in machine-readable format including internet or hosted services ; this service contains edited patent information and the Licensee wishes to use data originating from the Original EPO-Databases therefore;

WHEREAS the Parties wish to enter into an agreement for the licensing of the Original EPO-Databases to the Licensee;

WHEREAS the Licensee wishes to publish its own machine-readable publications including internet or hosted services using completely or in part the Original EPO-Databases as described in Annex A or data downloaded from the EPO online services (e.g. Publication Server, Open Patent Services);

The Parties agree as follows:

1. Definitions

For the purpose of this Agreement:

- 1.2 "Licence" means a licence to use any of the Original EPO-Databases selected by the Licensee in accordance with article 2.1.
- 1.3 "Original EPO-Database(s)" shall mean any or all of the EPO data compilations referred to in Annex A or other data compilations licensed under the terms of this Agreement.
- 1.4 "Product" shall mean the Licensee's machine-readable databases and publications which contain data from the Original EPO-Databases and which are sold or licensed in accordance with this Agreement.
- 1.5 "Affiliates" shall mean with regard to the Licensee any legal entity which at the entry into force of this Agreement or afterwards (a) controls directly or indirectly the Licensee, (b) is directly or indirectly controlled by the Licensee, (c) is under common control with the Licensee, with "control" meaning direct or indirect ownership of more than 50% of the capital stock or the voting rights in such a legal entity.

2. Licence Grant

- 2.1 The EPO agrees to grant to the Licensee non-exclusive, non-transferable – except for Affiliates – worldwide Licences to use data from all or any of the Original EPO-Database(s) specified in Annex A in order to use, market and supply to customers a Product created by the Licensee according to the provisions specified under this Agreement, especially articles 2.2 and 2.3 below. The Licensee shall not give on-line access to the Original EPO-Database(s), other than as part of a Product, or as Host.
- 2.2 Licence under this Agreement is granted for using data from the Original EPO-Database(s) in connection with the provision of creating machine-readable publications by the Licensee, including marketing-related activities such as, but not limited to, search aids (hereinafter collectively known as "Services") to the EPO and to third parties, pursuant to the terms of this Agreement.
- 2.3 The Licensee is not permitted to copy an EPO data carrier using all data, data structure and software as sent to the Licensee by the EPO. A copy of a EPO data carrier is not a Product according to this Agreement. The EPO may make exceptions from this provision by written consent to the Licensee.
- 2.4.1 The Licensee shall not permit any portion or the entirety of the Original EPO-Database(s)' data carriers delivered by the EPO to the Licensee, or a copy thereof, or the Licensee's master database developed using such data carriers, or a copy thereof, including a backup copy of the Original EPO-Database(s), to leave control of the Licensee, at secure off-site premises.
- 2.4.2 If sub-contractors are engaged by the Licensee, control over the above-mentioned items must always remain with the Licensee.
- 2.5 Any wrongful use of the data, especially any use in connection with an activity liable to convey the impression that the Licensee is entitled or qualified to register, renew or otherwise administer industrial property rights with legal effect is prohibited. Nor may the Licensee pass on EPO data to third parties for such purposes.

The Licensee may not exploit or use any data in the data set supplied by the EPO that is not part of the contractually specified scope of delivery.

- 2.6.1 The Licensee shall take all necessary security measures, at least equal to but not restricted to those taken by him with regard to other similar databases, to ensure the integrity of the Original EPO-Database(s) and to safeguard them from unauthorized – irrespective of whether in total or in part – access, copying, changing, translation, adaptation and use.
- 2.6.2 The Licensee is responsible to bind any engaged sub-contractor to the same security measures.

3. Delivery of data and services and costs

- 3.1 Within thirty days of the entry into force of a Licence, the EPO shall make accessible to the Licensee the most recent version or release of the Original EPO-Database(s) covered by that Licence. The Original EPO-Database(s) shall cover the time period and will be in accordance with the specifications set out in Annex A. All data carriers will be supplied by the EPO to the Licensee in the format specified in Annex A. Data obtained by download will be in its original format. Documentation relating to these formats may be supplied if requested.
- 3.2 The EPO shall make accessible to the Licensee, in accordance with the schedule and the specifications set out in Annex A, the most recent updates for the Original EPO-Database(s) covered by that Licence as may be available.
- 3.3 The EPO shall not bear the Licensee's costs of incorporating downloaded data or the contents of the data carriers, the updates, or parts of them into the Licensee's Computer System.
- 3.4 Delivery, including any taxes, duties or charges payable, shall be at the expense of the Licensee, who agrees to accept responsibility for any damage or loss during transportation.
- 3.5 The EPO and the Licensee recognise the possibility that the Original EPO-Database(s)' data carriers may contain some data that do not conform to the format set out in Annex A. The EPO shall take all reasonable steps to avoid the inclusion of such non-conforming data. If the Licensee becomes aware of the existence of non-conforming data, the only obligation to the EPO shall be to, at the request of the Licensee and at no cost to the Licensee, replace non-conforming data carriers with conforming ones within a reasonable timeframe.

4. Warranty

- 4.1 The EPO warrants to the Licensee that the Original EPO-Database(s) as well as all updates thereto shall be in accordance with the General Specifications set out in Annex A and the documentation referred to therein regarding content, coverage, updates/schedule. In the event that the Original EPO-Database(s) do not conform with such specifications, the only obligation of the EPO (article 10) will be to make, without charge or expense to the Licensee, all corrections that are necessary to ensure conformity, within a reasonable timeframe. If the EPO informs the Licensee of corrections to the data made available, e.g. deletion of individual data records or parts thereof, or additions to said records, the Licensee shall immediately amend those data sets and any related products. The Licensee hereby releases the EPO from all third-party claims arising from the failure to make such corrections or the failure to do so in due time.
- 4.2 Further defect (e. g. re. the completeness, accuracy and correctness of the data made available or supplied) and damage (e. g. observance of the contractually agreed delivery dates and conditions) liability claims by the Licensee shall be excluded unless the damage has been caused by the EPO wilfully or through gross negligence or entails injury to life, body or health or is attributable to violation of an essential contractual obligation. If the Licensee is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), such liability in the last-mentioned case of negligent violation of an essential contractual obligation shall be limited to foreseeable damages typical of such contracts.
- 4.3 The aforementioned defect liability claims shall become time-barred one year after delivery of the products to the Licensee. Where they concern an obvious defect, the claim shall be made in writing without delay and at the latest within one month of delivery of the product to the Licensee.

5. Promotion of Products

- 5.1 The Licensee at its own expense, shall promote and market the Product(s) created with the use of information extracted from the Original EPO-Database(s). Unless agreed otherwise, the Licensee is not allowed to use the EPO's official logo and / or name of the EPO for his own purposes.
- 5.2 The Licensee agrees to allow access to a sample of its Products to the EPO solely for monitoring purposes, at no cost to the EPO.

6. Royalties

No royalty shall be due by the Licensee for on-line access to and downloading from the Original EPO Databases. For delivery of data carriers, the prices according to the EPO pricelist (Annex A) shall be paid.

7. Duration of the Agreement

- 7.1 This Agreement shall enter into force upon signature by both Parties and shall be of indefinite duration.
- 7.2 Each Party may terminate the Agreement subject to a three months' prior written notice being given to the other Party.
- 7.3 Upon the termination of this Agreement, the Licensee shall continue to have a perpetual, irrevocable, royalty-free license to use any and all data previously supplied by the EPO to the Licensee. Absent an agreement to the contrary, upon termination, Licensee shall have no license to or right to receive future data updates.

8. Confidential Information

- 8.1 The EPO shall keep confidential, shall not utilise for its own or others' benefit and shall not, directly or indirectly, disclose or otherwise convey to others any confidential information it may acquire concerning any aspect of the Licensee's business or Products, the identity of the Licensee's customers, or any aspect of such customer's business and shall procure that his employees, agents and representatives do the same.
- 8.2 However, the EPO has the right of information and report including the right to make copies of any report to any person or entities who are customarily responsible for the oversight of the operation of the EPO whether or not such entities are legally separate from the EPO or whether or not such persons are employed by the EPO.
- 8.3 In particular, the EPO shall keep confidential and shall not convey to others any confidential information contained in reports except as otherwise expressly permitted by the Licensee in writing. It is further agreed that the EPO shall:
- 8.3.1 safeguard and protect such confidential information from disclosure to others not having a need to know;
- 8.3.2 not make copies or allow others to make copies of such confidential information;
- 8.3.3 return all such confidential information to the Licensee or at the Licensee's direction destroy it upon the expiration or other termination of the Agreement and shall certify to the Licensee that this obligation has been complied with.
- 8.3.4 The foregoing provisions of article 8 shall not apply to disclosure or retention of documents required by law or directions of courts, for audit purposes or to information which is in, or enters, the public domain.
- 8.3.5 The EPO may use the above information internally for purposes falling within the scope of this Agreement, as well as for auditing and statistical reasons.
- 8.4 All information given by the EPO to the Licensee relating to the EPO's business, clients, software or property (other than information which is in the public domain) shall be treated by the Licensee, his employees, agents and representatives as confidential and shall not be disclosed to any third party, without the prior written consent of the EPO, which consent may be given subject to any conditions which the EPO may require, in its absolute discretion, or as may be required by law or an order of the court.
- 8.5 Both Parties will bind their sub-contractors to observe the same EPO rules of discretion as if the task would be done by themselves.
- 8.6 The terms of this article shall survive the termination of this Agreement for two years.

9. Proprietary rights

The Licensee recognises the EPO's copyright in the Original EPO-Databases. Save as expressly provided for in this Agreement, no rights to or property in the Original EPO-Database(s) shall pass to the Licensee.

10. Limitation of liability

- 10.1 In view of the fact that licence is granted free of charge, the EPO makes no warranty, express or implied, as to the completeness and accuracy of the Original EPO-Databases and / or products or as to their merchantability or fitness for particular purpose; any implied warranty is hereby disclaimed. In no event shall the EPO be liable for special consequential, exemplary or indirect damages or loss of profit. The EPO shall have no liability whatsoever for any loss or damage to third parties resulting from the Licensee's or the EPO's performance pursuant to this Agreement.

10.2 The Licensee agrees to include the appropriate disclaimers/limitation of liability clauses with the Conditions of Sale on all Customer Agreements relating to the use of the Products between the Licensee and his customers. The Licensee agrees to indemnify and otherwise hold the EPO harmless in respect of all claims of third parties based on the Licensee's use of the Original EPO-Database(s) or parts thereof or other material delivered by the EPO hereunder, provided that the Licensee is promptly notified by the EPO in writing of any such claim and given all necessary information and assistance for the defence of such claims and unless damage to third parties is caused by the gross negligence, or by the malicious or wilful misconduct of the EPO which is not disputed by the EPO or which is upheld by judicial decision.

11. General provisions

11.1 **Notices:** All notices given pursuant to this Agreement shall be in writing and either delivered by hand or sent by registered or certified mail or commercial overnight courier, return receipt requested or by facsimile transmission, to the appropriate address given on page 1 of this Agreement and shall indicate the number of this Agreement. Either Party may change the address to which notices are to be delivered by giving written notice to the other Party. All notices and other written communications shall be deemed delivered on the day they are personally delivered to the other Party by hand or, for all notices and communications sent by mail or by facsimile transmission, on the date indicated in the return receipt or acknowledgement of receipt.

11.2 **Relationship of the Parties:** Each of the Parties is and shall act as an independent contractor and not as agent, partner or joint venturer with the other Party, and neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party. Except as otherwise provided for in this Agreement or as may hereafter be established by an Agreement in writing executed by authorized representatives of the Parties, all expenses incurred by each Party shall be borne by the Party incurring the expense.

11.3 **Excusable Delay:** Notwithstanding any provision herein to the contrary, neither Party shall be liable or deemed to be in default for any delays or failure in performance or non-performance under this Agreement resulting directly or indirectly from causes beyond its reasonable control, including but not limited to earthquakes, strikes, riots, epidemics, wars, governmental regulations, fire or other natural disasters.

The Party so delaying shall immediately notify the other Party in writing of the reasons for the delay (and the likely duration of the delay). If such delay continues for a period of more than three months the non-delaying Party shall be entitled to terminate this Agreement by written notice.

11.4 **Default:** Except as otherwise provided for in this Agreement, should either Party fail to carry out, in whole or in part, any duty or obligation arising from this Agreement, the other Party shall be entitled to serve a written notice demanding that the defaulting Party carry out that duty or obligation unless the breach is not capable of remedy. The defaulting Party shall be given three months to cure its breach. At the end of such period, if the defaulting Party has not cured such breach, the other Party may terminate this Agreement after giving seven days' written notice of its intention to terminate or in the case of a breach not capable of remedy, immediately.

11.5 **Serious Breach:** Violation of article 2.3 by the Licensee is qualified as serious breach which gives the EPO the right to terminate this Agreement without notice with immediate effect.

11.6 **Bankruptcy or Insolvency:** Should the Licensee become bankrupt or insolvent, be placed under the protection of any law for the relief of debtors (whether or not accompanied by the appointment of a trustee, receiver, or other legal representative), or otherwise enter into any judicial or administrative procedure which is designed to make a settlement with creditors, the EPO may, without depriving itself of any other relief accorded by law, either terminate this Agreement without prior written notice, or continue this Agreement or make any other election provided for by law.

11.7 **Headings:** The headings contained in this Agreement are included only for convenience and reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions hereof.

- 11.8.1 **Partial Invalidity:** In the event of one of the clauses of this Agreement being held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.
- 11.8.2 The Parties shall endeavour to negotiate a new clause which in its commercial and financial implications is as close as possible to that held invalid, illegal or unenforceable.
- 11.9 **Waiver:** No delay or failure on the part of either Party whether in whole or in part to exercise any right arising from this Agreement shall be deemed to constitute a waiver of such rights or any other rights unless expressly so stated in writing nor shall any such waiver prevent the waiving Party from taking action in respect of another or subsequent breach.
- 11.10 **Assignment of Rights or Obligations:** Neither Party may assign its rights or obligations arising under this Agreement except to affiliates without the prior written consent of the other Party, and any attempt to do so renders such proposed assignment null and void.

12. Applicable law and disputes

- 12.1 This Agreement shall be construed in accordance with and governed by German law, without regard for the provisions of German private international law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 12.2 Any dispute arising out of or in connection with this Agreement shall be finally settled in accordance with the Arbitration Agreement (Annex B) which shall be an integral part of the Agreement and shall be signed in two originals one for each Party.
- 12.3 Notwithstanding article 12.2, if the EPO waives its immunity from national jurisdiction, the courts of Munich shall have jurisdiction for any dispute arising out of or in connection with this Agreement.

13. Entire Agreement

This Agreement, including the following Annexes:

Annex A: General Specifications for Using Data from Original EPO-Databases :

Costs for the Production and Delivery of EPO Data / Fair Use Charter for Downloading Data

Annex B: Arbitration Agreement

contains the entire agreement and understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to all or any part of the subject-matter of this Agreement. Amendments to this Agreement must be in writing, dated and signed by both Parties, and the Parties agree that this requirement cannot be dispensed with by an oral or implied waiver or modification.

The European Patent Organisation

Hungarian Patent Office

Authorised person's signature

Authorised person's signature

Richard FLAMMER
Principal Director, Patent Information

Dr. Miklós BENDZSEL
President

Name and position (in block capitals)

Name and position (in block capitals)

Vienne, 25/8/10

Budapest, 30/08/2010

Place, Date

Place, Date

GENERAL SPECIFICATIONS FOR USING DATA FROM ORIGINAL EPO-DATABASES

Costs for the production and delivery of EPO data using EPO Patent Information Products and Services as detailed in the current pricelist

Relevant pages may be extracted from the current price list and included in this Annex A for information only

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			in EUR Preis Price Prix
6	Sammlung von Patentdokumenten	Collection of patent documents	Collection des documents de brevets
6.6	<p>GPI EPO Global Patent Index Bibliografische Daten und Zusammenfassungen der weltweiten Datenerhebung des EPA. Online-Zugang, wöchentliche Aktualisierung, XML-Format <i>GPI ersetzt ESPACE ACCESS, ESPACE FIRST und ACCESS - EPC</i></p> <p>Preis pro Jahresabonnement 2010</p>	<p>GPI EPO Global Patent Index Bibliographic data and abstracts of the EPO worldwide data collection On-line access, weekly updates, XML format <i>GPI replaces ESPACE ACCESS, ESPACE FIRST and ACCESS - EPC</i></p> <p>Price per annual subscription 2010</p>	<p>GPI EPO Global Patent Index Données bibliographiques et abrégés de la collection de données mondiale de l'OEB L'accès en ligne, mises à jour hebdomadaires, format XML <i>GPI remplace ESPACE ACCESS, ESPACE FIRST et ACCESS - EPC</i></p> <p>Prix de l'abonnement annuel 2010</p>
6.6.1	<p>Espace Access - Altbestand Bibliografische Daten und Zusammenfassungen aller europäischen Patentanmeldungen und PCT-Anmeldungen auf DVD, XML-Format Altbestand 1978-2009 <i>Versandkosten:</i> <i>In Europa</i> <i>außerhalb Europas</i></p>	<p>Espace Access - Backfile Bibliographic data and abstracts of all European patent applications and PCT applications on DVD, XML format Backfile 1978-2009 <i>Postage:</i> <i>In Europe</i> <i>outside Europe</i></p>	<p>Espace Access - Arrière Données bibliographiques et abrégés de toutes les demandes de brevet européen et des demandes de brevet PCT sur DVD, format XML Arrière 1978 - 2009 <i>Frais d'envoi:</i> <i>pays Européen</i> <i>autres pays</i></p>
6.7	<p>Espace Access EP-B Bibliografische Daten aller erteilten europäischen Patente seit 1980; erste Ansprüche und Entgegenhaltungen seit 1991 auf DVD; vierteljährliche Lieferungen, XML-Format Preis pro Jahresabonnement 2010 <i>Versandkosten:</i> <i>In Europa</i> <i>außerhalb Europas</i></p>	<p>Espace Access EP-B Bibliographic data of all granted European patents since 1980; first claims and citations since 1991 on DVD; quarterly deliveries, XML format Price per annual subscription 2010 <i>Postage:</i> <i>In Europe</i> <i>outside Europe</i></p>	<p>Espace Access EP-B Données bibliographiques de tous les brevets européens délivrés depuis 1980, premières revendications et antériorités depuis 1991 sur DVD; livraison trimestrielle, format XML Prix de l'abonnement annuel 2010 <i>Frais d'envoi:</i> <i>pays Européen</i> <i>autres pays</i></p>
6.8	<p>Espace Access EPC Bibliografische Daten und Zusammenfassungen (wenn verfügbar) der Patente aus allen Mitgliedstaaten der Europäischen Patentorganisation seit 1990 auf DVD, XML-Format Produkt ab 1. Januar 2010 durch <i>Global Patent Index</i> ersetzt – siehe 6.6</p>	<p>Espace Access EPC Bibliographic data and English abstracts (if available) of patents from all member states of the European Patent Organisation, since 1990 on DVD, XML format Product replaced from 1 January 2010 by <i>Global Patent Index</i> – see 6.6</p>	<p>Espace Access EPC Données bibliographiques et abrégés en anglais (si disponibles) des brevets originaires de tous les pays membres de l'OEB, depuis 1990 sur DVD, format XML Produit remplacé à partir de 2010 par <i>Global Patent Index</i> – voir 6.6</p>

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Fair use charter for esp@cenet and OPS

Our services

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- Regular daily maintenance outages are scheduled between 05.00 and 05.15 hrs CET Monday to Saturday. Additional extraordinary maintenance outages will be announced in the News Flashes section on the [esp@cenet website](#).
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Our request to you

1. *esp@cenet* for human users

esp@cenet is an EPO patent information service exclusively dedicated to human users and is not intended to be a source for bulk downloads. You can help us maintain a trouble-free service, by observing the following:

- The tolerated threshold from any individual user (IP address) is 10 search related actions per minute.
- Automated searches (robots) are not supported and may result in access being denied; for automated queries please use the [OPS tool](#).
- Human users encountering problems due to the service's robot detection feature should contact the EPO at espacenet@epo.org.

2. Open Patent Services for automated queries

OPS is the alternative access for automated queries for fair amounts of data. In order to avoid overloading the system please observe the following:

- a. **Access via a simple client:**
 - The tolerated threshold from any individual user (IP address) is 10 search related actions per minute.
- b. **Access via a portal or integrated system (e.g. software packages in which OPS is only one part of the service offered):**
 - Such access requires the conclusion of a data usage agreement which can be requested by sending an e-mail including the relevant IP address(es) to ops@epo.org.
 - The tolerated threshold for this usage is 1 request per second for family related actions, which are resource intensive.
 - Due to operational circumstances, it may be necessary to temporarily lower this threshold.
 - Should further operational constraints apply, users will be informed directly.
- c. **Access for automated data retrieval (robot)**
 - Automated data retrieval (robots) will be permitted for fair amounts of data only. OPS is not to be used for bulk data retrieval. If you need large sets of data, please contact us at ops@epo.org, we offer a range of more appropriate means or carriers to provide you with bulk data
 - Such access requires the conclusion of a data usage agreement which can be requested by sending an e-mail including the relevant IP address(es) to ops@epo.org
 - The maximum traffic volume allowed is approximately 1 Mbit per second. The maximum data volume and connection rates may vary due to operational circumstances.
 - It is strongly recommended that data retrieval activities by robots are scheduled at night (19.00 to 07.00 hrs CET) or during the weekend.

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ARBITRATION AGREEMENT

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1. Jurisdiction of the arbitration tribunal

- 1.1 All claims by the parties in connection with the Contract to which this Arbitration Agreement is annexed shall be ruled upon by an arbitration tribunal.
- 1.2 The arbitration tribunal shall also rule upon the validity and effect of any counterclaims which are in reasonable connection with the dispute or the Contract.

2. Applicable law

- 2.1 The arbitration tribunal shall rule upon the merits of claims in accordance with German substantive law, taking account of the European Patent Organisation's special status as an inter-governmental organisation.
- 2.2 In addition to the provisions of this Arbitration Agreement, the arbitration tribunal shall also apply the provisions of Book Ten "Arbitration Procedure" of the German Code of Civil Procedure (ZPO).

3. Venue and language

- 3.1 Arbitration proceedings shall be held in Munich. Oral proceedings before the arbitration tribunal shall take place in Munich.
- 3.2 Arbitration proceedings shall be conducted in one of the official languages of the European Patent Organisation, to be selected by the arbitration tribunal.

4. Rules governing the procedure

- 4.1 The arbitration tribunal may require the parties to submit documents, and to nominate witnesses and make them available. The arbitration tribunal may not order enforcement measures against a party. When evaluating the evidence, however, it can, in the proper exercise of its discretion, take account of the fact that any such requirement was not met.
- 4.2 The chairman of the arbitration tribunal shall conduct the arbitration proceedings. He shall be authorised to issue orders governing the proceedings without the involvement of the other arbitrators.
- 4.3 Arbitration proceedings shall not be public. Their subject-matter shall be treated confidentially by the parties and the arbitrators.
- 4.4 The arbitration tribunal shall consider thoroughly, and at least in the course of one oral proceedings, the claims made by the parties, unless the latter state in writing that they wish to dispense with such proceedings. This does not apply if a party is in default.

- 4.5 The parties may be represented before the arbitration tribunal by lawyers or other persons of their choice.

5. Settlement

- 5.1 The arbitration tribunal shall try to reach a settlement between the parties in due course.
- 5.2 A settlement shall be concluded in the form of an arbitration award with an agreed wording.

6. Costs

- 6.1 The arbitration tribunal shall rule on the costs entailed by the arbitration proceedings in accordance with Sections 91 ff of the German Code of Civil Procedure (ZPO). The tribunal shall exercise its discretion when fixing the value of the claim.
- 6.2 When making its award, the arbitration tribunal shall, where appropriate, determine the amount of the costs and necessary expenses to be paid by a party. The costs and necessary expenses to be paid for a representative of a party shall conform with the German Act on Attorneys' Fees (RVG) as applicable to representation in proceedings before a civil court of first instance.
- 6.3 The arbitrators shall receive a fee plus expenses in line with those paid to a legal practitioner in accordance with the RVG as applicable to representation in proceedings before a civil court of first instance. The chairman of the arbitration tribunal shall receive 130% of that amount.
- 6.4 When the last arbitrator has been appointed, the chairman of the arbitration tribunal may require the parties to pay a reasonable advance on the arbitrators' fees and expenses. The parties shall pay equal proportions of the advance. If a party fails to pay the advance required by the tribunal despite having received a reminder, the tribunal shall at the request of the other party make an arbitration award in accordance with the principle of default judgment under the German Code of Civil Procedure (ZPO).

7. Appointment of arbitrators by a court

When a court selects an arbitrator in accordance with Section 1035 III, IV of the German Code of Civil Procedure (ZPO) or another legal provision, the court shall bear in mind that, pursuant to Section 1035 V of that Code, the arbitrator should preferably be a judge or legal practitioner with experience in the relevant legal and specialist (particularly technical) field.

European Patent Organisation

Hungarian Patent Office

Authorised person's signature

Authorised person's signature

Richard FLAMMER
Principal Director, Patent Information

Dr. Miklós BENDZSEL
President

Name and position (in block capitals)

Name and position (in block capitals)

Vienne, 25/08/10

Place, date

Budapest, 20/08/2010

Place, date

Országos szabványok módosítása

2. sz. jegyzék a 109/1979. (Sz. K. 9.) MSZH számú közleményhez

1. MSZ 445-68

Mentődoboz elsősegélynyújtás céljára (R 14)

c. szabvány 3. táblázat 11. és 13. sorszámú tételeinek új szövege a következő:

Sorszám	Elnevezés	3. táblázat				
		I.	II.	III.	IV.	V.
		jelű mentődobozban van, db				
11.	Ragtapasz 2,5 cm x 1 m	1	-	-	-	-
13.	Ragtapasz 2,5 cm x 1 m	-	2	-	-	-

A módosítás hatálybalépésének időpontja: 1979. május 1.

2. MSZ 3424/1-78

Bibliográfiai leírás. Könyvek (T 62)

c. szabvány hatálybalépésének időpontja 1980. január 1. helyett: 1982. január 1.

3. MSZ 3714/2-74

Ötvözött alumínium. Lemezek, csíkok, tárcsák és szalagok mechanikai tulajdonságai (C 51)

c. szabvány módosítása a következő:

Az 1. táblázatba kiegészítőleg felveendő az AlMg5 anyagminőség után az AlMg6 anyagminőség a hengerkemény állapot „Lemezek és lemezcsíkok”, valamint a lágy állapot „Lemezek és lemezcsíkok. Szalagok” oszlopában, továbbá az AlZn5Mg1 anyagminőség a nemesített állapot „Lemezek és lemezcsíkok” oszlopában. Az AlZn3Mg2Ti anyagminőség törleendő, a „Hengerkemény” és a „Nemesített” rovatból.

A 2. táblázatba kiegészítőleg felveendő a „Melegen hengerelt” rovatban az AlMg5 anyagminőség után az AlMg6, a „Nemesített” rovatban utolsóként, az AlZn5Mg1, ugyanitt törleendő az AlZn3Mg2Ti anyagminőség.

A 3. táblázatból törleendő az AlZn3Mg2Ti-ra vonatkozó rovat és kiegészítőleg felveendő:

AlMg5 után	AlMg6	Hengerkemény	hk	minden 0,5-6,0	-	Előírás nélküli					75
		Melegen hengerelt	mh			28	275	-	-	8	
		Lágy	l			28-34	275-333	13	127	12	70
AlZn4Mg2 után:	AlZn5Mg1	Nemesített	n	0,5-6,0	-	32	314	27	265	8	95

A 2.2 szakasz és az 1. ábra törleendő, a 2.3 szakasz számozása 2.2-re változik.

A 4. táblázat fejrészébe az AlMg5 alá beírandó AlMg6.

Az 5. táblázatba beírandó az AlMg5 alá az AlMg6, az AlZn4Mg2 alá az AlZn5Mg1; az AlZn3Mg2Ti pedig törleendő.

4. MSZ 3714/3-74

Ötvözött alumínium. Rudak és idomrudak mechanikai tulajdonságai (C 51)

c. szabvány módosítása a következő:

Az 1. táblázatba kiegészítőleg felveendő az „Anyagminőség” oszlopba a sajtolt állapothoz az AlMg5 után AlMg6 és a nemesített állapothoz az AlZn4Mg2 után az AlZn5Mg1 és az AlZn6Mg2Cu, ugyanakkor törleendő az AlZn3Mg2Ti.

A 2. táblázatba kiegészítőleg az „Anyagminőség” oszlopban a húzott és a lágy állapothoz az