



Administrative Committee

Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court (“Service Regulations”)

Consolidated version containing amendments adopted by decision of the Administrative Committee on 8 July 2022 and Annexes I, II and III of the Service Regulations

**REGULATIONS GOVERNING THE CONDITIONS OF SERVICE OF JUDGES,
THE REGISTRAR AND THE DEPUTY-REGISTRAR OF THE
UNIFIED PATENT COURT**

THE ADMINISTRATIVE COMMITTEE

HAVING REGARD to the Agreement on a Unified Patent Court and in particular Articles 15 – 17 thereof;

HAVING REGARD to the Statute of the Unified Patent Court and in particular Articles 2 – 4, 6 –7 and 9 – 12 thereof;

HAVING REGARD to the Statute of the Unified Patent Court and in particular Article 8 thereof, which together with the Protocol on the Privileges and Immunities of the Unified Patent Court and in particular Article 9 thereof defines the privileges and immunities of the judges, as well as of the Registrar and Deputy-Registrar of the Court;

RECALLING that the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar should be such as to secure for the Court the services of judges, Registrar and Deputy-Registrar of the highest standard of independence, integrity and ability;

HAS ADOPTED THESE REGULATIONS:

**TITLE I
GENERAL PROVISIONS**

**Article 1
Definitions and general principles of interpretation**

1. For the purposes of these Regulations:

- a) “Court” means the Unified Patent Court;
- b) “Agreement” means the Agreement on a Unified Patent Court;
- c) “Statute” means the Statute of the Court as set out in Annex I of the Agreement;
- d) “EPO” means the European Patent Office;
- e) “Contracting Member State” means a Member State of the European Union party to the Agreement.

2. For the purpose of the following provisions and their annexes, a judge, the Registrar or the Deputy-Registrar who has entered into a registered partnership recognised by law in one of the Member States of the European Union as a relationship of mutual dependence between two partners shall be considered as married judge, Registrar or Deputy-Registrar and their partners as spouses, provided that all the following conditions are met:

- a) the partner must be at least 18 years of age;
- b) the partnership can only be with one person at a time;
- c) no blood relationship between the partners exists that would preclude their marriage under the relevant national law;
- d) neither of the partners is married or has already entered into another registered partnership. For

any such relationship, proof must be produced that it has been legally terminated.

3. Words importing the masculine gender shall include all genders.

Article 2 Purpose

These Regulations set the conditions of service and the rights, duties and obligations of judges, the Registrar and the Deputy-Registrar of the Court.

Article 3 Scope

1. Except where explicitly stated, these Regulations shall apply to all judges of the Court (together referred as “judges”) appointed in accordance with the Agreement and the Statute.

2. These Regulations shall also apply to the Registrar and the Deputy-Registrar of the Court, unless otherwise provided in these Regulations.

Article 4 Appointing Authority

1. According to Article 16 of the Agreement, the judges are appointed by the Administrative Committee.

2. According to Articles 22 and 25 of the Statute the Registrar and the Deputy-Registrar of the Court are appointed by the Presidium.

Article 5 Equal treatment

1. Any discrimination based on grounds such as sex, age, race, colour, ethnic or social origin, disability, sexual orientation, religion, belief or political opinion shall be prohibited.

2. Where a person covered by these Regulations considers that he is subject to discrimination, as defined above, he shall have the right to lodge a complaint with the President of the Court of Appeal. If the facts set out in said complaint are sufficient to bring forth the presumption of discrimination, the onus shall be on the Court to prove that said person was not subject to discrimination.

3. Suitable action shall be taken by the Court to remove any discrimination and to avoid discrimination.

**TITLE II
RIGHTS AND OBLIGATIONS**

**Article 6
Judicial independence**

1. Judges shall uphold the independence of their office and the authority of the Court and shall conduct themselves accordingly in carrying out their judicial functions.
2. Judges shall not engage in any activity which is likely to interfere with their judicial functions or to affect confidence in their independence.
3. Without prejudice to Article 17 (2) to (4) of the Agreement, judges who engage in gainful activities, including the publication of scholarly articles, or seminar presentations against remuneration, shall declare said activities to the President of the Court of Appeal or, in the case of judges of the Court of First Instance, to the President of the Court of First Instance.

**Article 7
Impartiality**

1. Judges shall perform their judicial functions with impartiality, as provided for in Article 7 of the Statute.
2. In addition, they shall avoid being placed in any situation which might reasonably be perceived by an informed observer as giving rise to a conflict of interest.
3. The Advisory Committee, in cooperation with the Presidium shall submit a proposal for a Code of Conduct, for adoption by the Administrative Committee. The Code of Conduct shall provide guidance to judges on how to avoid situations which might be perceived by an informed observer as giving rise to a conflict of interest.

**Article 8
Integrity**

1. Judges shall conduct themselves with probity and integrity in accordance with their office, thereby enhancing public confidence in the Court.
2. In the performance of their duties with the Court, judges shall neither seek nor accept instructions or assistance from any government, authority, organisation or person.
3. Judges shall not directly or indirectly accept any gift, advantage, privilege or reward that can reasonably be perceived as being intended to influence the performance of their judicial functions.
4. Without prejudice to Article 17 of the Agreement, the judges may not hold any political or public office.

**Article 9
Diligence**

1. Judges shall take reasonable steps to maintain and enhance the knowledge and skills necessary for judicial office at a specialized patent court.
2. Judges shall endeavour to deliver their decisions and any other rulings as quickly as possible.

**Article 10
Freedom of expression and association**

1. Judges shall exercise their freedom of expression and association in a manner that is compatible with their office and that does not affect or appear to affect judicial independence or impartiality.
2. While judges are free to participate in public debate on matters pertaining to legal subjects, the judiciary or the administration of justice, they shall not comment on pending cases and shall avoid expressing views which may undermine the standing and integrity of the Court. Judges shall preserve secrecy of deliberations.

**Article 11
Undertakings of judges after ceasing to hold office**

1. After ceasing to hold office, judges shall continue to be bound by the duty of discretion.
2. Judges shall undertake that after ceasing to hold office, they will not become involved:
 - a) in any manner whatsoever in cases which were pending before the panel of which they were a member when they ceased to hold office;
 - b) in any manner whatsoever in cases directly and clearly connected with cases, including concluded cases, which they have dealt with as judges.

**Article 12
Use of property and assets**

Judges, the Registrar and the Deputy-Registrar shall use the property and assets of the Court only for official purposes and shall exercise reasonable care when utilizing such property and assets.

**Article 13
Financial obligations**

Judges, the Registrar and the Deputy-Registrar may be required to reimburse or compensate the Court, either partially or in full, for any financial loss suffered by the Court as a result of gross negligence, malice or fraud except where this loss results from the content of a judicial decision the judge concerned has taken part in.

Article 14

Obligation to inform about relevant circumstances and financial assistance

1. Judges, the Registrar and the Deputy-Registrar shall immediately inform in writing and bring appropriate proof to the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, to the President of the Court of First Instance about any change of circumstances determining entitlement to any payments according to these Regulations.
2. Judges, the Registrar and the Deputy-Registrar, whoever the recipient of such amounts, shall immediately inform the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, to the President of the Court of First Instance about any financial assistance received from a different source, of the same nature or the same purpose, which shall be deducted from the payments according to these Regulations.
3. The fact that both spouses/partners are appointed by the Court does not lead to a double entitlement to benefits depending on their nature, such as family allowances.

Article 15

Limitation of claims against the Court and reimbursement of overpayments

1. Claims against the Court for payment of salary, allowances or of other sums resulting from the application of these Regulations, shall lapse two years after the date on which the payment would have been due. However, requests for allowances provided for in these Regulations shall give rise to a retroactive payment of the corresponding sums backdated to no more than one month from the date the Court received written notification of the facts determining entitlement to these payments, supported by appropriate documentation.
2. The right of the Court to recover any payment made unduly shall lapse two years after the date on which the Court became aware that the payment was undue.
3. The limitation shall be interrupted by a claim in writing submitted before the expiry of the period of limitation.
4. There shall be no limitation if the information provided was misleading or if it was withheld as a result of a lack of good faith or gross negligence.
5. Recovery shall be made by deductions from the monthly payments (e.g. salary) or other payments due to the person concerned, taking into account his social and financial situation, even after termination of employment.

TITLE III
CAREER OF JUDGES, THE REGISTRAR AND THE DEPUTY-REGISTRAR

Article 16
Eligibility of judges

1. All judges of the Court shall be appointed based on the criteria set out in the Agreement and Statute.
2. In accordance with Article 15 (1) of the Agreement and Article 2 (1) and (2) of the Statute judges shall satisfy the following conditions:
 - a) they shall be nationals of a Contracting Member State;
 - b) they shall have a good command of at least one official language of the EPO;
 - c) they shall be able to ensure the highest standards of competence and shall have proven experience in the field of patent litigation.
3. In accordance with Article 15 (2) of the Agreement, legally qualified judges shall possess the qualification required for appointment to judicial offices in a Contracting Member State.
4. For the purposes of paragraph 3 'qualification' is to be interpreted as the qualifications for appointment to either lower, high or highest judicial offices in the judges' respective Contracting Member States with the exception of any additional applicable national selection procedures, such as any evaluation, selection or opinion by a national committee or board.
5. In accordance with Article 15 (3) of the Agreement, technically qualified judges shall have a university degree and proven expertise in a field of technology. They shall also have proven knowledge of civil law and procedure relevant to patent litigation.
6. In accordance with Article 2 (3) of the Statute, experience with patent litigation may be acquired by the training framework of the Court.
7. Part-time judges of the Court shall not function as a member of the EPO's Boards of Appeal or as an EPO patent examiner.

Article 17
Eligibility of the Registrar and the Deputy-Registrar

The Registrar and the Deputy-Registrar shall be nationals of a Contracting Member State. They shall have a university degree or equivalent qualification and proven relevant experience. They shall ensure the highest standards of competence and shall have good command of at least one official language of the EPO.

Article 18
Age limit for appointment and re-appointment

1. Candidates for posts of legally qualified judges shall, in accordance with Article 15 (2) of the Agreement, comply with the age limit for appointment to high or highest judicial offices in the Contracting Member State of which they are a national. In case no such age limit is applicable, paragraph 2 shall apply.
2. To be eligible for appointment or re-appointment at the Court, all candidates for positions of judge, Registrar or Deputy-Registrar shall not be over 67 years of age as from the date laid down in the instrument of appointment or re-appointment.

Article 19
Medical fitness for office and examination

1. Prior to appointment, a successful candidate for the offices of judge, Registrar or Deputy-Registrar shall submit to the Appointing Authority via the intermediary of the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, of the President of the Court of First Instance a certificate in one of the official languages of the EPO that he is medically fit to carry out the duties of the office. The Appointing Authority may require that the certificate be issued by a physician designated by the Administrative Committee.
2. A judge, the Registrar or the Deputy-Registrar shall be required to undergo an examination of medical fitness for office held every 3 years or any medical examination ordered as a general measure by the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, by the President of the Court of First Instance.

Article 20
Appointment procedure of judges

1. Vacant judicial posts shall be publicly advertised on the Court's website. Contracting Member States shall be informed of the vacancies. Posts for part-time judges shall be advertised for both ways of appointment foreseen under Article 27 (2) a) and b) of these Regulations. The vacancy notice shall indicate the relevant eligibility criteria for the vacant post, in accordance with the Agreement and the Statute, and the necessary information on the appointment procedure. The vacancy notice shall be published at least 8 weeks before the deadline for applying for the post. The deadline for applying for the post shall be set no less than to 8 weeks before the date fixed for appointing the judge in the judicial post.
2. The Advisory Committee shall give an opinion on candidates' suitability to perform the duties of a judge of the Court in accordance with the Agreement and the Statute. Said opinion shall be based on an initial screening of the applications received from the candidates. Following this initial screening, the pre-selected candidates shall be interviewed by members of the Advisory Committee. The opinion on candidates' suitability, containing a list of most suitable candidates in order of merit shall be drawn-up thereafter.

3. In accordance with Article 16 (2) of the Agreement, the Administrative Committee shall appoint the judges of the Court by common accord after giving due consideration to the opinion of the Advisory Committee.

4. In accordance with Article 3 (3) of the Statute, the Administrative Committee shall ensure the best legal and technical expertise and a balanced composition of the Court on as broad a geographical basis as possible among nationals of the Contracting Member States, without discrimination between options set out in Article 27 (2) a) and b) of these Regulations.

5. In accordance with Article 3 (5) of the Statute, the appointing instrument shall state the instance of the Court and/or the divisions of the Court of First Instance for which each judge is appointed and in the case of technically qualified judges the field of technology for which he is appointed.

6. During the course of the entire appointment procedure, any personal data of the candidates shall be dealt with in strict confidence, and only by persons that have legitimate access to the candidates' files.

Article 21

Term for appointment of judges, the Registrar and the Deputy-Registrar, and modalities of re-appointment

1. In accordance with Article 4 (1) of the Statute, judges shall be appointed for a term of six years and may be re-appointed.

2. In accordance with Articles 22 (1) and 25 (1) of the Statute, the Registrar and the Deputy-Registrar shall be appointed for a term of six years and may be re-appointed.

3. Six months before the expiry of a term of office, a judge, the Registrar or the Deputy-Registrar shall inform the Appointing Authority via the intermediary of the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, of the President of the Court of First Instance of any intention to seek re-appointment.

4. In the event that the caseload of the Court decreases in such a way that a reduction of the number of judges serving at the Court is required, the Administrative Committee, after having heard the Presidium and the Advisory Committee, can decide not to re-appoint a judge after expiry of his term of office or not to fill the vacancy. In this case, the Administrative Committee shall inform the Presidium and said judge without undue delay.

5. Unless the conditions for refusing the re-appointment referred to under paragraph 4 are fulfilled, the Administrative Committee shall proceed with the re-appointment upon a positive opinion from the Advisory Committee concerning the suitability of the judge for re-appointment. The Advisory Committee, before adopting its opinion, may consult the Presidium and hear the judge concerned.

Article 22¹
Reserve list of appointable judges

1. To ensure the continuous functioning of the Court, for situations where further appointments are necessary, the Administrative Committee shall establish a reserve list of appointable candidates for posts of legally qualified judges.
2. The reserve list shall contain at least the same number of appointable candidates of the same nationality as appointed to posts of legally qualified judges.
3. Decisions to appoint a judge from the reserve list may also be taken by written procedure of the Administrative Committee.
4. Each appointable candidate on the reserve list should remain on this list for a maximum period of 6 years. The reserve list shall be updated at each recruitment, when necessary.

Article 23
Appointment procedure of the Registrar

1. The Presidium shall appoint the Registrar in accordance with Article 22 of the Statute.
2. The vacancy notice for the post of Registrar shall be published on the website of the Court at least 6 weeks before the deadline for applying for the post. The deadline for applying for the post of Registrar shall be set to no less than 8 weeks before the date fixed for appointing the Registrar.

Article 24
Appointment procedure of the Deputy-Registrar

1. The Presidium shall appoint the Deputy-Registrar in accordance with Article 25 of the Statute.
2. Article 23 (2) of these Regulations shall apply by analogy for the appointment procedure of the Deputy-Registrar.

Article 25
Oath

1. In accordance with Article 6 of the Statute, before taking up their duties, judges shall, in open court, take an oath to perform their duties impartially and conscientiously and to preserve the secrecy of the deliberations of the Court.
2. In accordance with Article 22 (3) and 25 (2) of the Statute, the Registrar and the Deputy-Registrar shall take the oath before the Presidium to perform their duties impartially and conscientiously.

¹ Amended by decision of the Administrative Committee of 8 July 2022 AC/07/08072022 which entered into force on 8 July 2022.

3. The text of the oath shall be as follows:

“I swear that I will perform my duties impartially and conscientiously and that I will preserve the secrecy of the deliberations of the Court in accordance with the Agreement and the Statute of the Unified Patent Court, the law of the European Union and the principles of law generally recognized in the Contracting Member States.”

Article 26 **Full-time judges**

1. In accordance with Article 17 (2) of the Agreement full-time judges of the Court are legally or technically qualified judges exercising their judicial functions exclusively for the Court.
2. One year of full-time service at the Court shall consist of 220 working days.

Article 27² **Part-time judges**

1. Part-time judges of the Court are legally or technically qualified judges of the Court having the possibility to exercise their judicial or other functions in accordance with Article 17 (3) or (4) of the Agreement.
2. Part-time judges may be appointed by the Administrative Committee either:
 - a) on a case by case basis; or
 - b) for a fixed percentage of their working time. With the consent of the judge concerned, the Presidium may adjust this percentage to reflect the Court’s caseload with effect as of the calendar year following the decision to adjust the percentage or sooner if agreed.
3. Part-time judges appointed under option (a) of paragraph 2 shall receive the basic salary and any applicable allowances both on a *pro rata* basis corresponding to the working days spent on the cases attributed to them. Part-time judges appointed under option (b) of paragraph 2 shall receive the basic salary and any applicable allowances both on a *pro rata* basis corresponding to the percentage of the working time they are available to the Court.
4. Part-time judges shall be entitled to the benefits from the Court’s Medical and Social Security Plan, inasmuch as they have been appointed under point (b) of paragraph 2 at a rate of at least 50% and to the extent they have paid contributions to the Court’s Medical and Social Security Plan.

Article 28 **End of duties**

- The following reasons shall constitute an end of duties of a judge, the Registrar or the Deputy-Registrar:
- a) expiry of the term of the office pursuant to Article 4 of the Statute;

² Amended by decision of the Administrative Committee of 8 July 2022 AC/07/08072022 which entered into force on 8 July 2022.

- b) resignation pursuant to Article 9 (2) of the Statute and Article 29 of these Regulations;
- c) removal from office pursuant to Article 10 of the Statute;
- d) retirement pursuant to Article 30 of these Regulations;
- e) death.

Article 29 Resignation

A judge, the Registrar or the Deputy-Registrar wishing to resign shall state, in a letter of resignation, a date on which he wishes to end his duties. Said date shall be no less than 3 months after the date of receipt of the letter of resignation by the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, by the President of the Court of First Instance. In accordance with Article 9 (3) of the Statute, save where Article 10 of the Statute applies, a judge shall continue to hold office until that judge's successor takes up his duties.

Article 30 Retirement

A judge, the Registrar or the Deputy-Registrar shall retire:

- a) automatically on the last day of the month in which he reaches the age of 70. Upon request, the Appointing Authority may extend this limit until the end of the term of the judge, the Registrar or the Deputy-Registrar; or
- b) at his own request, if he has reached the age of 65, after having informed at least 3 months in advance the Appointing Authority via the intermediary of the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or the Deputy-Registrar, the President of the Court of First Instance, of his intention to retire.

TITLE IV
WORKING CONDITIONS OF JUDGES, THE REGISTRAR AND THE DEPUTY-REGISTRAR

CHAPTER 1
REMUNERATION, ALLOWANCES AND REIMBURSEMENT OF EXPENSES

Section 1
Remuneration

Article 31³
Remuneration

1. Unless otherwise provided, a duly appointed judge, the Registrar and the Deputy-Registrar shall be entitled to a remuneration in accordance with these Regulations.
2. A judge, the Registrar or the Deputy-Registrar may not waive his entitlement to remuneration.
3. All remuneration shall be expressed in euros. It shall be paid:
 - a) at the end of each month for which it is due, for judges appointed in line with Article 26 or 27(2)(b), for the Registrar and for the Deputy-Registrar;
 - b) at the latest by the end of the month following the month of the receipt of the request for payment by the judge appointed in line with Article 27(2)(a).

Judges, the Registrar and the Deputy-Registrar may opt to have sums due paid in the currency either of the country of which they are nationals or of their country of residence or of the country where the division which they serve has its seat; their choice shall remain operative for at least two years.

4. Remuneration of full-time judges, the Registrar and the Deputy-Registrar shall comprise basic salary and, if applicable, allowances.
5. Basic salary shall be understood as the salary before deduction of internal tax.
6. Judges with part-time status shall be entitled to a *pro rata* basic salary and, if applicable, *pro rata* allowances, both in accordance with Article 27(3) of these Regulations.
7. Judges who also hold national judicial office in countries where their national salary is higher than the corresponding salary they are entitled to from the Court, may choose to either receive the salary of a judge of the Court or maintain their national salary. In the latter case, they shall transfer the remuneration they are entitled to from the Court to their national government.

³ Amended by decision of the Administrative Committee of 8 July 2022 AC/07/08072022 which entered into force on 8 July 2022.

Article 32
Amount of basic monthly salaries

1. Basic monthly salaries of judges are as provided in the following table:

| | <i>Gross salary (EUR)</i> |
|-------------------------|-------------------------------|
| Court of Appeal | 20 062 |
| Court of First Instance | 18 089 |

2. The President of the Court of Appeal and the President of the Court of First Instance shall have a basic monthly salary equal to 105% of that of the judges at their respective instances.

3. Basic monthly salaries of the Registrar and the Deputy-Registrar are as provided in the following table:

| | <i>Gross salary (EUR)</i> |
|------------------|-------------------------------|
| Registrar | 20 062 |
| Deputy-Registrar | 18 089 |

Article 33
Update of remuneration

The Administrative Committee, based on rules set out by the Administrative Committee and on a proposal from the Budget Committee, shall decide each year on the adjustment of the remuneration of the judges, the Registrar and the Deputy-Registrar.

Section 2
Allowances

Article 34
Family allowances

1. Family allowances shall comprise the following:

- a) The household allowance shall be set at a basic amount of half of the amount of the dependent child's allowance provided for under sub-paragraph c) below, plus 2% of the monthly net salary. It shall be granted to expatriate judges, expatriate Registrar and expatriate Deputy-Registrar with spouse while the spouse has no employment.
- b) The education allowance shall be granted up to a maximum of 255 EUR/child per month, to expatriate judges, expatriate Registrar and expatriate Deputy-Registrar.
- c) The dependent child's allowance shall be set at 296 EUR/child per month. It shall be granted to judges, the Registrar and Deputy-Registrar.
- d) Disabled or severely disabled child allowance and reimbursement for education and/or training costs that are related to the disability. The disabled child allowance shall be a monthly basic

amount equal to the dependent child's allowance. The severely disabled child allowance shall be a monthly basic amount equal to double the disabled child allowance. Reimbursement of education and training expenses shall amount to 90% of the expenses defined in the Implementing instructions as set out in Article 53 (1) of these Regulations, on the basis of the remaining amount of expenses after the deduction of any payments that have been received from any other sources and for the same purpose.

Eligible part-time judges shall receive family allowances on a *pro rata* basis in accordance with Article 27(3) of these Regulations.

2. A judge, the Registrar or the Deputy-Registrar entitled to any of the above mentioned allowances shall be required to report to the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, to the President of the Court of First Instance any payments of the same nature or for similar purpose that are received from other sources by him, his spouse or the child's other parent. The amounts of any such payments shall be deducted from the benefits paid under these Regulations.

3. In case of shared or alternate custody, the payment of the allowances shall be shared equally between the two persons employed by the Court who are the child's parents. However, the parents may decide by mutual agreement which of them will receive the allowances.

Article 35 **Dependent child's allowance**

1. Any child, who is born to, or adopted by a judge, the Registrar or the Deputy-Registrar or his spouse and who is dependent on a judge, the Registrar or the Deputy-Registrar or his spouse for main and continuing support, shall be considered a dependent child provided the child:

- a) is under eighteen years of age, or
- b) is between eighteen and twenty-six years of age, is receiving school or university education or vocational training, and is not gainfully employed.

2. For the purpose of paragraph 1, the child shall be considered as gainfully employed if his own income, whatever the nature, is higher than 35% of the lowest salary in the salary grid applicable to the staff of the Court.

3. Any disabled or severely disabled child who is dependent on a judge, the Registrar or the Deputy-Registrar or his spouse for main and continuing support, shall also be considered a dependent child.

Article 36 **Disabled or severely disabled child allowance**

1. A disabled or severely disabled child allowance and reimbursement for education and/or training costs that are related to the disability shall be paid, in addition to the dependent child's allowance, for any dependent child of any age, medically certified with a disability and necessitating either special care, supervision, special education or training, not provided free of charge, within the meaning of these Regulations.

- a) Any judge, the Registrar or the Deputy-Registrar with a child with a medically-attested disability

and requiring permanent care from a third person – or if the spouse has given up work to provide the requisite care for the disabled child or has never worked in order to look after the disabled child – shall be eligible for a disabled or severely disabled child allowance.

b) The child should be considered as dependent at the time the disability is recognised.

2. Only those expenses incurred with a view to providing the disabled or severely disabled child with access to an education or training programme designed to meet his needs in order to obtain the best possible functional capacity, and which are not otherwise covered by the provisions governing the education allowance, shall be eligible for reimbursement.

Article 37

Expatriation allowance

1. The expatriation allowance, payable to a full-time judge, the Registrar or the Deputy-Registrar, shall be equal to 10% of the first monthly net salary.

2. The expatriation allowance shall be paid for a maximum period of 5 years to a judge, the Registrar or the Deputy-Registrar:

- a) if he is not and has never been a national of the country where he is posted, and
- b) if during the five years ending six months before the date on which he entered the service, he did not habitually reside or carry on his main occupation in that country. For the purposes of this provision, circumstances arising from work done for another country or for an international organisation shall not be taken into account.

3. A judge, the Registrar or the Deputy-Registrar who is not and has never been a national of the country in whose territory he is employed and who does not fulfil the conditions laid down in paragraph 2 shall be entitled to a foreign residence allowance equal to one quarter of the expatriation allowance.

Section 3

Reimbursement of expenses

Article 38

Installation allowance

1. A judge, the Registrar or the Deputy-Registrar shall be entitled to an installation allowance up to a maximum of 5 000 EUR.

2. The judge, the Registrar or the Deputy-Registrar shall receive an installation allowance upon providing evidence that a change in the place of residence was required in order to satisfy the requirements of these Regulations.

Article 39⁴

⁴ Amended by decision of the Administrative Committee of 8 July 2022 AC/07/08072022 which entered into force on 8 July 2022.

Training costs of judges

The costs of the training of judges offered by the Court shall be borne by the Court. A judge participating in such training shall be entitled to the reimbursement of his travel expenses incurred in connection with such training and to daily subsistence allowance, in accordance with the Rules on duty travel agreed upon by the Administrative Committee.

Article 40⁵ Mission expenses

A judge, the Registrar or the Deputy-Registrar travelling on mission and holding an appropriate travel order shall be entitled to reimbursement of travel expenses and to daily subsistence allowance in accordance with the Rules on duty travel agreed upon by the Administrative Committee.

CHAPTER 2 LEAVE

Article 41 Annual leave

1. All full-time judges, the Registrar and the Deputy-Registrar shall accrue annual leave at the rate of 2.5 days for each calendar month of service, or any fraction thereof to the nearest half-day.
2. Annual leave may be taken in units of days or half-days.
3. All arrangements as to leave shall be subject to the exigencies of service which may require, as appropriate, that leave be taken by a judge during the period of judicial vacation under Article 17 of the Statute.
4. In exceptional cases, the President of the Court of Appeal, as appropriate, may withdraw approval for annual leave prior to its commencement. In cases of emergency, a judge, the Registrar or the Deputy-Registrar may be recalled from annual leave by the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, by the President of the Court of First Instance. The Court shall reimburse any non-refundable expenses that have been incurred by reason of such withdrawal or recall.
5. For full-time judges, annual leave may be accumulated, provided that not more than 12 days of such leave are carried forward beyond 1 January of any year.
6. Any outstanding accrued annual leave, up to a maximum of 12 days, shall be paid to the judge, the Registrar or the Deputy-Registrar. Similarly, any advance annual leave outstanding upon end of duties shall be treated as indebtedness to the Court. The President of the Court of Appeal or the President of the

⁵ Amended by decision of the Administrative Committee of 8 July 2022 AC/07/08072022 which entered into force on 8 July 2022.

Court of First Instance, as appropriate, may require the use of leave before a judge, the Registrar or the Deputy-Registrar leaves office.

7. Annual leave shall accrue during certified sick leave, birth leave and special leave.

8. Part-time judges shall be entitled to leave on a *pro rata* basis, in accordance with Article 27 (3) of these Regulations.

Article 42 Birth leave

1. Paid birth leave shall be granted to a judge, the Registrar or the Deputy-Registrar.

2. a) An expectant mother shall be entitled, on the basis of a medical certificate stating the probable date of confinement, to birth leave on full pay beginning not more than six weeks before the date indicated on the certificate and ending ten weeks after the date of the confinement.

b) Except for the cases referred to in paragraphs c) and d), when an expectant mother has already had two live births or she or the household already has at least two dependent children under age twenty living in the household, the period of leave on full pay shall be extended to eight weeks before the expected date of confinement and to eighteen weeks after the date of birth.

c) Where twins are expected, the period of leave on full pay shall be increased to twelve weeks prior to the expected date of confinement and to twenty-two weeks after the date of birth.

d) Where triplets or more children are expected, the period of leave on full pay shall be increased to twenty-four weeks prior to the expected date of confinement and to twenty-two weeks after the date of birth.

3. Following the birth of his child or children, a judge, the Registrar or the Deputy-Registrar who is a new parent and who is not the parent who has given birth shall be entitled to non-fractionable birth leave on full pay of 14 calendar days in the event of a single birth and 21 calendar days in the event of a multiple birth. This leave must be taken within 4 months of the birth or it will be lost. A similar leave shall be granted following the adoption of the child. Such leave may not, however, be cumulated with the adoption leave referred to in paragraph 4 of this Article.

4. A judge, the Registrar or the Deputy-Registrar with whom a child is placed for adoption by an adoption service recognised by the legislation of the country of residence shall be entitled to ten weeks leave on full pay, or twenty-two weeks leave on full pay in the event of a multiple adoption, starting from the date of the child's (or children's) arrival in his home.

Article 43 Parental leave

1. A judge, the Registrar or the Deputy-Registrar shall be entitled to up to 120 working days parental leave for every dependent child – born or adopted after the date of appointment – to be taken before the child's twelfth birthday. This entitlement shall be doubled for single parents.

2. During parental leave, the judge, the Registrar or the Deputy-Registrar shall cease to be entitled to remuneration, but shall be paid a monthly allowance equal to 1.100 €. Part-time judges shall be entitled to a monthly allowance on a *pro rata* basis. They shall continue to be entitled to the dependent child allowance and the education allowance, but shall not accrue annual leave.

3. During parental leave, a judge, the Registrar or the Deputy-Registrar shall remain member of the Court's Medical and Social Security Plan, if applicable. Contributions to the Court's Medical and Social Security Plan shall be borne in full by the Court, calculated on the basis of the remuneration (without allowances) immediately before the parental leave.

4. During periods of parental leave a judge, the Registrar or the Deputy-Registrar's membership of the Court's pension scheme, if applicable, shall be suspended, unless he asks to become a voluntary member thereof. The judge, the Registrar or the Deputy-Registrar shall then pay his contribution to the pension scheme in full, calculated on the basis of conditions immediately before the parental leave.

Article 44 **Sick leave**

1. A judge, the Registrar or the Deputy-Registrar, who provides evidence of being unable to carry out his duties by reason of illness or accident shall be entitled to sick leave.

2. The judge, the Registrar or the Deputy-Registrar concerned shall produce a medical certificate if he is unable to carry out his duties for more than three days. Failing this, and unless failure to produce the certificate is due to reasons beyond his control, the judge, the Registrar or the Deputy-Registrar shall not be considered entitled to sick leave.

3. Sick leave shall be granted for an initial period of up to four months during any one year of service, but not more than four consecutive months.

4. A judge, the Registrar or the Deputy-Registrar may be entitled to an extended sick leave for a period of not more than 20 months upon the expiry of their sick leave provided for in paragraph 3 above.

5. A judge, the Registrar or the Deputy-Registrar who has absented himself from duty for reasons of sickness or accident and who does not produce the medical certificate required under Instruction 44/1 shall forfeit annual leave entitlement equal to the number of days of uncertified absence or, if the judge, the Registrar or the Deputy-Registrar has exhausted his entitlement to annual leave, shall forfeit his entitlement to salary for the same period.

6. A judge, the Registrar or the Deputy-Registrar placed on extended sick leave:

- a) shall not be entitled to annual paid leave, or, in general, to any other right based on length of service with the Court;
- b) shall continue to pay contributions to the Pension Plan of the Court; and
- c) shall be entitled to any benefits payable in accordance with Article 48 of these Regulations.

7. Where a judge, the Registrar or the Deputy-Registrar on extended sick leave is declared medically fit for service as a result of the medical examination by a designated physician designated by the Appointing Authority:

- a) the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, the President of the Court of First Instance shall, for a period of three months as from the declaration of fitness, look for available functions within the Court corresponding to his qualifications and experience, unless the judge, the Registrar or the Deputy-Registrar renounces thereto in writing.
- b) During the period of research referred to in paragraph a), the judge, the Registrar or the Deputy-Registrar shall be placed on special leave.
- c) If functions corresponding to the qualifications and experience of the judge, the Registrar or the Deputy-Registrar are available during the period of research, those functions shall be assigned immediately to him. If, at the end of the period of research, no functions corresponding to the qualifications and experience of the judge, the Registrar or the Deputy-Registrar are available, the Appointing Authority shall terminate his appointment.

Article 45

Special leave

In addition to annual leave, a judge, the Registrar and the Deputy-Registrar may, on application, be granted up to 10 days special leave *per annum* by the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, by the President of the Court of First Instance. A limited number of additional days of special leave may be granted in exceptional and duly justified circumstances. Part-time judges shall be entitled to special leave on a *pro rata* basis, in accordance with Article 27 (3) of these Regulations.

Article 46

Official holidays

Lists of official holidays, including public holidays, shall be drawn up by the President of the Court of Appeal.

Article 47

Other aspects of the working conditions

The President of the Court of Appeal, having heard the Presidium and after approval by the Administrative Committee may enact provisions implementing the rules of these Regulations related to aspects of the working conditions.

TITLE V
MEDICAL AND SOCIAL SECURITY AND PENSION BENEFITS

Article 48⁶
Medical and Social security Plan and Pension Plan

1. A judge, the Registrar and the Deputy-Registrar of the Court shall be entitled:
 - a) to benefits in case of sickness, maternity, work accident, invalidity or death, under the Medical and Social Security Plan of the Court, in accordance with Annex I;
 - b) to benefits under the Pension Plan of the Court, in accordance with Annex II.
2. Part-time judges shall be entitled to the benefits under point a) subject to the conditions set out in Article 27, paragraph 4.

TITLE VI
DISCIPLINARY MEASURES

Article 49
Disciplinary measures

1. If a judge of the Court of First Instance, or the Deputy-Registrar, during his term of office, does not respect the obligations arising from his office, pursuant to the Agreement, the Statute, these Regulations and the Code of Conduct according to Article 7 (3) of these Regulations, the President of the Court of the First Instance, after hearing the person concerned, may formally in writing put the person on notice of such failure. If the person continues not to fully respect the obligations of his office, the President of the Court of First Instance shall ask the Presidium to decide on further disciplinary measures.
2. Paragraph 1 shall apply to a judge of the Court of Appeal and the Registrar. The President of the Court of Appeal shall perform the functions attributed in paragraph 1 to the President of the Court of First Instance.
3. If a judge, after having ceased to hold office, does not act in accordance with Article 11 of these Regulations, the Presidium, after hearing the person concerned, shall impose any disciplinary measures that it deems necessary, given the circumstances.
4. Disciplinary measures shall take one of the following forms:
 - a) written warning;
 - b) reprimand;
 - c) reduction of salary or of pension;
 - d) removal from office.

⁶ Amended by decision of the Administrative Committee of 8 July 2022 AC/07/08072022 which entered into force on 8 July 2022.

**TITLE VII
INTERNAL APPEALS**

**Article 50
Appeal against a disciplinary decision**

A decision of the Presidium under Article 49 of these Regulations may be appealed in writing to the Administrative Committee.

**Article 51
Review of and appeal against an administrative decision**

1. Complaints against administrative decisions of the Court, pertaining to the application of these Regulations may be filed with the Presidium.
2. The decision of the Presidium may be appealed to the Administrative Committee.

**Article 52
Revision of a recruitment decision for a judicial post**

In cases where a candidate for a judicial post at the Court considers that the merits of his candidacy have not been rightfully assessed, said candidate can file a petition for review to the Administrative Committee.

**TITLE VIII
FINAL PROVISIONS**

**Article 53
Detailed implementation**

1. The Implementing instructions of articles in these Regulations and of articles in Annexes I and II shall be set and amended by the Registrar, after having informed the Administrative Committee about any intended amendment.
2. In case of conflict between the provisions of articles in these Regulations and of articles in Annexes I and II and of the Implementing instructions, the provisions of the articles in these Regulations and of the articles in Annexes I and II shall prevail.

Article 54
Entry into force

These Regulations shall enter into force on 22 February 2022.

For the Administrative Committee

The Chairperson

ANNEX I⁷
MEDICAL AND SOCIAL SECURITY PLAN OF THE COURT

CHAPTER I – GENERAL PROVISIONS

Definitions

For the purpose of the rules governing the Medical and Social Security Plan of the Court:

- a) “Participant” means staff members, within the meaning of the Staff Regulations of the Unified Patent Court, as well as judges, the Registrar and the Deputy-Registrar, within the meaning of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court, inasmuch as they contribute to the financing of the Medical and Social Security Plan of the Court;
- b) “Retired participant” means a former staff member, judge, Registrar or Deputy-Registrar drawing a pension under the Pension Plan of the Court.
- c) “Claim manager” means the provider under contract with the Court for processing the management of claims submitted in accordance with the following rules.

Section I: Affiliation

Article 1

1. Participants and retired participants shall be affiliated to the Medical and Social Security Plan of the Court.
2. Participants and retired participants entitled to the reimbursement of health care expenses in respect of a national social security scheme shall take the necessary steps to retain their entitlement. They shall be entitled to reimbursement by the Medical and Social Security Plan of the Court after deduction of the reimbursement of health care expenses by the national social security scheme concerned.
3. Benefits under another complementary scheme shall be declared by participants and retired participants and shall be deducted from benefits payable by the Medical and Social Security Plan of the Court.

Article 2

Beneficiaries of a participant who dies while in service and of former participants who are not covered by a social protection scheme by virtue of some gainful occupation may at their request be affiliated to the Medical and Social Security Plan of the Court on conditions determined by the Implementing Instructions.

Section II: Maintenance of Entitlement

Article 3

Former participants who are not entitled to cover under any other social protection scheme may be authorised under conditions determined by Instructions to retain the benefits of affiliation to the Court’s Medical and Social Security Plan in regard to certain categories of benefits and for a period which shall not exceed twelve months upon separation from service.

Article 4

⁷ Adopted by decision of the Administrative Committee of 8 July 2022 AC/07/08072022 which entered into force on 8 July 2022.

The following persons may, at their request, remain affiliated to the Court's Medical and Social Security Plan for a maximum period of 12 months, as regards cover for health care expenses:

- a) after ceasing to work for the Court, former participants who are not entitled to cover for health care expenses by virtue of a new gainful occupation in particular because the sickness or pregnancy commenced prior to the date of affiliation to another scheme, or owing to entitlement under another scheme being in full or in part subject to some minimum waiting period;
- b) after ceasing to work for the Court, former participants who do not take up any gainful occupation and are not entitled, under conditions accepted as satisfactory by the Registrar, to cover for health care expenses in their country of residence.

Section III: Beneficiaries

Article 5

- a) The categories of persons entitled to benefits under the Court's Medical and Social Security Plan for each category of benefits shall be determined by the Implementing instructions.
- b) Where a beneficiary can claim benefits under some other social protection scheme, applications for benefits under the Court's Medical and Social Security Plan shall be considered, in accordance with the Instructions, subject to deduction of all benefits due under the other scheme.

Article 6

Beneficiaries for the purposes of the Court's Medical and Social Security Plan shall mean:

- a) as regards cover for health care expenses:
 - i) participants and retired participants, affiliated under Article 1;
 - ii) former participants affiliated under Article 3 as well as beneficiaries under Article 1(1) of the Pension Plan Rules of the Court;
 - iii) the spouse of a participant or of a retired participant, or his or her co-habitee where evidence is provided of a quasi-marital relationship;
 - iv) dependent children, within the meaning of the Staff Regulations of the Unified Patent Court, as well as within the meaning of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court, of the participant or retired participant;
- b) as regards maintenance of salary in the event of temporary total incapacity by reason of sickness or maternity, serving participants or participants on extended sick leave;
- c) as regards capital benefits, serving participants and participants on on-active status owing to sickness or, in the event of death, the person or persons referred to in Article 19 b) below;
- d) as regards benefits for work accidents or occupational diseases, serving participants and participants on extended sick leave or, in the event of death, the person or persons referred to in Article 23 c) below.

Section IV: Period of Cover and Exclusions

Article 7

- a) Subject to the provisions of Article 20, entitlement to benefits under the Court's Medical and Social Security Plan:
 - i) shall commence on the day of taking up duty;
 - ii) shall cease on the day the participant's appointment ends, without prejudice to rights resulting from maintenance of entitlement in cases referred to in Articles 2 and 3;

- iii) shall be suspended throughout any period of leave for any reason other than sickness, without prejudice to any entitlements under Article 3.
- b) Risks not covered under the Court's Medical and Social Security Plan shall be specified by Implementing instructions.

Section V: Claims, fraud and subrogation

Article 8

- a) The Registrar may decide to suspend all or some of the benefits to a person affiliated or to one of his beneficiaries:
 - in the event of suspected fraud; or
 - if a person affiliated or his beneficiary refuses to undergo a medical examination.
- b) In the event of fraud or attempted fraud, the Registrar may decide to take one or more of the following actions:
 - suspension of all or some of the benefits to a person affiliated or one of his beneficiaries;
 - if the person affiliated is a participant, application of disciplinary measures as provided for in Article 39 of the Staff Regulations of the Unified Patent Court or Article 49 of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court.
- c) In the event of fraud, the person affiliated shall in addition reimburse the sums unduly received.

Article 9

The Court shall be subrogated to the claims and rights of action of the person affiliated against third parties, up to the amount of the benefits paid, except in the case of capital benefits, which are payable concurrently with similar compensation paid by third parties.

CHAPTER II - SICKNESS AND MATERNITY

Section I: Health Care Expenses

Article 10

- a) Health care expenses covered by the Court's Medical and Social Security Plan, together with the rates of cover, the exclusions and the limits applicable, according to the type of benefit, or the reason for the benefit shall be specified by Implementing instructions.
- b) The procedure for obtaining benefits shall be determined by the Implementing instructions.

Article 11

- a) In the event of sickness, maternity or accident other than those mentioned in Article 20, the beneficiaries listed in Article 6 a) shall be entitled to cover for expenses in respect of medical attention or surgery or of treatment or prescriptions, subject to the limits and according to the procedure laid down in Appendices I and II. Such cover may take the form of direct payment, in full or in part, to the supplier or provider of services or of reimbursement of the person affiliated.
- b) All expenses covered by sickness or maternity insurance under the French General Social Security Scheme shall be covered by the Medical and Social Security Plan of the Court.
- c) Beneficiaries under the Court's Medical and Social Security Plan may freely select the practitioner or establishment of their choice from among those authorised to give or prescribe care in the country or countries where their expenses are covered.

Article 12

- a) Subject to the ceilings and other conditions set out in Appendices I and II, the rate of cover for health care expenses shall be 92.5% or 100% of the expenses incurred. The rate shall be specified for each type of expenditure in the tables in Appendix II.
- b) However, the rate of reimbursement shall be 100% when sickness and maternity insurance of the French General Social Security Scheme provides 100% cover for expenditure on the same type of goods or services, except for hospitalisation in a private establishment.
- c) The rate of cover for health care expenses directly related to the disability shall be 100% of the costs incurred when the beneficiary is recognised as disabled under the legislation of his country of residence.
- d) Health care expenses in respect of which a direct settlement agreement has been concluded with a service provider shall be covered 100%.

Article 13

Exceptional health care expenses may be paid or reimbursed in the case of exceptional forms of treatment or long-term sickness for which the applicable limits and ceilings set out in the tables in Appendix II are held to be inadequate after obtaining the opinion of the doctor designated by the Administrative Committee or the Registrar.

Section II: Maintenance of Salary in case of Sickness

Article 14

- a) Once the sick leave referred to in Article 35 of the Staff Regulations of the Unified Patent Court and in Article 44 of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court has been exhausted, participants on extended sick leave shall be entitled to maintenance of their salaries and allowances under the following conditions:
 - i) the entirety of the salary and allowances for a maximum period of 4 months;
 - ii) 75% of the salary and allowances for up to the subsequent 4 months.
- b) However, where the temporary incapacity for work results from:
 - Disabling cerebrovascular accident (stroke);
 - Aplastic anaemia;
 - Chronic and progressive arterial disease (including coronary artery disease) with clinical symptoms of ischemia;
 - Complicated schistosomiasis; poorly tolerated congenital heart disease, severe heart failure and severe valve heart disease requiring surgery;
 - Chronic active liver diseases and cirrhosis;
 - Severe primary immunodeficiency requiring long term treatment, infection with the human immunodeficiency virus [HIV];
 - Complicated diabetes;
 - Severe forms of neurological and muscular disease (including myopathy);
 - Severe epilepsy;
 - Homozygous haemoglobinopathy;
 - Haemophilia;
 - Severe hypertension;
 - Severe chronic pulmonary insufficiency;
 - Leprosy;

- Alzheimer's disease and other forms of dementia;
- Parkinson's disease;
- Hereditary metabolic disorders requiring long term specialist treatment;
- Cystic fibrosis;
- Severe chronic renal disease and primary nephrotic syndrome;
- Paraplegia;
- Polyarteritis nodosa, systemic lupus erythematosus, progressive scleroderma;
- Severe progressive rheumatoid arthritis;
- Psychosis, severe personality disorder, mental retardation;
- Chronic active ulcerative colitis and progressive Crohn's disease;
- Disabling multiple sclerosis;
- Progressive structural scoliosis (25° or greater) prior to spinal maturation;
- Severe ankylosing spondylitis;
- After-care following organ transplant;
- Active tuberculosis;
- Malignant tumour or malignant disease of the lymphatic or haematopoietic system;
- Complications following a serious accident,

participants shall be entitled, for a maximum period of 24 months, to maintenance of their salary and allowances under the following conditions:

- i) for the first 8 months, the entirety of salary and allowances;
 - ii) for the following 12 months, 75% of salary and allowances.
- c) For the purposes of this Annex, account shall be taken of all periods of sick leave and extended sick leave granted under Article 35 of the Staff Regulations of the Unified Patent Court and Article 44 of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court falling within the 365 days preceding the date of cessation of work, irrespective of whether such periods are, or are not, attributable to the same illness.
- d) Whatever their situation, participants shall not be entitled to maintenance of their salary and allowances for a period of more than 24 months, even when their state of health led to their being governed first by paragraph a) then b) above, or conversely.

Section III: Special Benefits in case of Maternity or Adoption

Article 15

Participants in service who are granted maternity or adoption leave shall be entitled, during that period, to maintenance of the entirety of their salary and allowances.

Article 16

Participants shall receive a lump sum allowance on the birth or adoption of a child. The amount of the allowance shall be 900 euros at 1 September 2022 for each born alive or adopted child.

Article 17

In the case of multiple births, the allowance shall be increased by 25% for the second child born alive, by 30% for the third and by 40% for the fourth.

CHAPTER III - INVALIDITY AND DEATH NOT RESULTING FROM A WORK ACCIDENT OR OCCUPATIONAL DISEASE

Section I: Invalidity Pension and Annuity

Article 18

- a) In the event of permanent invalidity which totally prevents him from performing his functions, an affiliated participant shall be entitled to a pension in accordance with the Pension Plan of the Court.
- b) In the event of partial permanent invalidity (i.e. assessed at less than two-thirds):
- i) where the invalidity results from an occupational accident, an occupational disease or a serious illness and reduces earning capacity, an annuity amounting to 50% of emoluments, proportionally reduced by the invalidity coefficient, on the basis of two-thirds invalidity = 100. This annuity shall be payable until the participant reaches the regulatory age limit;
 - ii) where the invalidity does not result from an occupational accident, an occupational disease or a serious illness but reduces earning capacity, an annuity calculated and paid on the basis defined in paragraph (i) above, only if the invalidity is assessed at above one-third.
- c) The annuities referred to in paragraph b) above shall be calculated on the basis of the monthly emoluments, or the temporary incapacity allowance, of the month preceding the date of the event which gave rise to the benefits (i.e. the date on which the disability became lasting or establishment of invalidity). In the event of successive accidents or cumulative infirmity, the invalidity coefficient is assessed according to the degree of aggravation in relation to the pre-existing state. The annuities shall be indexed; they may also be revised upwards or downwards according to changes in the degree of invalidity. The medical status of the participant concerned shall be re-examined periodically, at least once every five years.

Section II: Capital Payments on Death or Invalidity

Article 19

- a) In the event of the total permanent invalidity of a participant which occurs during a period of service or extended sick leave, and certified as having incapacitated a participant for any form of work, professional or otherwise, the participant shall be entitled to payment of a capital sum equal to five years' salary, subject to reduction in case of part-time work, at the rate applying on the date when the invalidity is established.
- b) In the event of the death of a serving participant or of a participant on extended sick leave, a capital sum equal to five years' emoluments at the rate applying on the date of death shall be paid to the person(s) designated by the participant, otherwise to the spouse, otherwise to the dependants of the participant according to the Pension Plan of the Court, or otherwise to the person(s) designated by the Registrar, except where such capital sum has already been paid under paragraph a) of this article.

CHAPTER IV - WORK ACCIDENTS AND OCCUPATIONAL DISEASE

Section I: Definition

Article 20

- a) An accident shall be deemed to be a work accident where it occurs as a result of, or in

connection with, functions performed within the Court and causes physical injury to a serving participant.

- b) An accident shall also be deemed to be a work accident where it occurs:
 - i) in the course of the normal journey from home to the normal place of work or vice versa,
 - ii) in the course of travel on duty, either during the journey to the place of mission or at an event during the mission, or
 - iii) in the course of travel for the purpose of taking up duty or following the termination of employment, provided such travel is on routes and within the time limits agreed by the Registrar.
- c) An occupational disease which is attributable to the performance of functions within the Court shall be deemed to be a work accident.
- d) In the event of difficulty in interpreting principles set out in paragraphs a) to c) above, analogous reference shall be made to the French legislation applicable to work accidents and occupational diseases, and to relevant decisions of the French courts. In particular, any bodily injury resulting from the action of some sudden, and generally violent, outside source shall be deemed to be an accident.

Section II: Expenses for Medical Cover and Maintenance of Remuneration

Article 21

- a) Health care expenses resulting from treatment of the consequences of a work accident or occupational disease or from functional rehabilitation shall be reimbursed at 100 per cent without any ceiling.
- b) A participant who is obliged to cease work as a result of a work accident shall be entitled to maintenance of the entirety of his salary and allowances and, if the participant has a fixed-term appointment, to the renewal of his appointment until his state of health is found to be definitely settled or, at the latest, age 65.

Article 22

- a) Health care expenses referred to in Appendix II to these Regulations which are incurred as a result of treatment for a work accident or occupational disease shall be covered 100 per cent without any ceiling, on the terms and in accordance with the procedures set out in Appendix I. Such cover may take the form of direct payment, in full or in part, to the supplier or provider of services or of reimbursement of the person affiliated.
- b) All expenses covered by insurance for work accidents and occupational diseases under the French General Social Security Scheme shall be covered by the Medical and Social Security Plan of the Court.
- c) Participants may freely select the practitioner or establishment of their choice from among those authorised to give or prescribe care in the country or countries where their expenses are covered.

Section III: Invalidity or Death

Article 23

- a) A participant affiliated to the Pension Plan of the Court, who is victim of a work accident or who contracts an occupational disease, and is recognised to be suffering from permanent invalidity which totally prevents him from performing the functions assigned to him, shall be entitled, in accordance with the Pension Plan of the Court, to an invalidity pension.

- b) In the event of permanent incapacity following a work accident or an occupational disease,
 - i) where there is total permanent invalidity within the meaning of Article 19 a), the participant shall be entitled, in addition to the capital sum referred to in that Article, to a capital sum equal to two years' emoluments at the rate applying on the date the total permanent invalidity is established;
 - ii) where there is partial permanent incapacity which does not provide entitlement to the benefits referred to in sub-paragraph i) above, the participant shall be entitled to a capital sum equal to the proportion, corresponding to the degree of invalidity established, of the capital sum to which he/she would be entitled in the event of total permanent invalidity.
- c) Where a participant dies as the consequence of a work accident or occupational disease, the person(s) designated by the participant, otherwise the spouse, otherwise the dependants of the participant according to the Pension Plan of the Court, or otherwise the person(s) designated by the Registrar, shall be entitled to payment of a capital sum equal to the capital sum to which the participant would have been entitled in the event of total permanent invalidity under sub-paragraph b) i) above, less any payment previously made to the participant under paragraph b) above.

CHAPTER V - FINANCING OF THE MEDICAL AND SOCIAL SECURITY PLAN OF THE COURT

Article 24

Participants and retired participants affiliated under Article 1, former participants affiliated under Article 3, or beneficiaries, affiliated to the Medical and Social Security Plan under Article 2 shall contribute one-third of the cost of providing benefits under the Medical and Social Security Plan of the Court, except for benefits in respect of work accidents or occupational diseases, for maintenance of salary in the event of sickness or maternity, and for benefits on birth or adoption of a child, as determined by the Instructions.

APPENDIX I.
ARRANGEMENTS AND PROCEDURES FOR
PAYMENT OR REIMBURSEMENT OF HEALTH CARE EXPENSES

Cover for health care expenses

1. a) The health care expenses payable or reimbursable by the Court's Medical and Social Security Plan shall be those set out in the tables in Appendix II. below which describe the categories of expenditure covered and specify, where appropriate, any ceilings on reimbursement or special conditions attached to such cover.

b) Cases in which health care expenses are only payable or reimbursable subject to prior approval are specified in the tables in Appendix II.

c) Plastic surgery and treatment associated with medical research not included in the standard lists of treatment which the practitioners are authorised to undertake shall only be covered subject to the favourable opinion of a doctor designated by the Administrative Committee or the Registrar.

c) Medicines for which reimbursement is made include all substances or compounds recognised as having curative or preventive properties with regard to human illnesses, whether medicinal or magistral, allopathic or homeopathic, provided they have been lawfully prescribed by a doctor and invoiced by the person who lawfully supplied them. Reimbursement will also be made, on the same conditions, for vaccines, medical and surgical and orthopaedic equipment and accessories, bandages, disinfectants, hospital and home sterilisation, reagents, and tests.

2. a) Health care expenses shall be paid or reimbursed when they are incurred in the country of duty station or residence.

b) Health care expenses incurred in countries other than those mentioned in paragraph a) above shall only be reimbursable in the event of sudden illness or medically attested emergency.

c) Applicable ceilings and conditions of reimbursement shall be those set by the tables in Appendix II. for the country where treatment is given.

d) However, even when the conditions set out in paragraphs a) and b) above are not fulfilled, health care expenses incurred outside the country of residence of the person affiliated or of the beneficiary other than the person affiliated shall be covered up to the agreed standard scale ("tarif de convention") under the sickness, maternity, work accidents and vocational diseases insurance of the French General Social Security Scheme.

3. Any request for payment or reimbursement of health care expenses not subject to any ceiling per consultation or item of treatment shall be the subject of special scrutiny, where the expenses involved appear manifestly excessive having regard to the charges habitually made for the same type of treatment in the country where it is given. Following such scrutiny, payment or reimbursement may be limited, provided the person affiliated is given advance notice thereof and is informed of the reasons for such limitation. In the case of treatment subject to prior approval, any limitation of cover shall be specified at the time approval is issued.

4. Requests for reimbursement shall be sent to the Claim manager, together with all necessary forms and supporting documents. In the case of countries whose legislation requires the production of the price labels of medicines for which reimbursement is made, these labels must, except in circumstances deemed exceptional by the Registrar, be included with claims for reimbursement.

5. When the tables in Appendix II. provide for direct payment of health care expenses to providers, the request shall be made by the health care establishment to the Claim manager. The Claim manager shall make direct payment, in full or in part, to the provider accordance with the tables in Appendix II.. Expenses which are not paid directly by the Claim manager, notably non-reimbursable expenses, shall be paid directly by the person affiliated to the provider.

6. When treatment giving rise to health care expenses is covered subject to prior approval, application for approval shall be sent to the Claim manager together with all necessary forms and supporting documents.

7. Where the beneficiary obtains partial reimbursement of health care expenses under one or more other social protection schemes, the original notification of payment form shall be attached to the request for reimbursement by the Court's Medical and Social Security Plan.

8. Decisions taken by the Claim manager in the performance of his duties shall be made by delegation from the Registrar.

**APPENDIX II.
HEALTH CARE REIMBURSEMENTS**

| Nature of Reimbursable Services and Items | Rate of Reimbursement of Costs Incurred | Reimbursement ceilings | | Prior Agreement | Special Requirements or Modalities |
|---|---|---|-----------------|-----------------|--|
| | | EU | Other Countries | | |
| I – MEDICAL CONSULTATIONS | | | | | |
| 1/ General practitioners: | | | | | |
| - consultations | 92.5 % | 61 € per act | 92 € per act | --- | |
| - home visits | 92.5 % | 68 € per act | 122 € per act | --- | |
| 2/ Specialists (including psychiatrists) | 92.5 % | 92 € per act | 153 € per act | --- | |
| 3/ Hospital and university professors | 92.5 % | 183 € per act | 229 € per act | --- | |
| 4/ Supplements for travel expenses and holidays | 92.5 % | 23 € per act | 23 € per act | | |
| 5/ Psychotherapy and similar treatment (not provided by a psychiatrist) (4) | 92.5 % | 1525 € | 2668 € | Yes | Up to 25 sessions per quarter |
| | | per year/per beneficiary | | | |
| Prior agreement is needed: <ol style="list-style-type: none"> 1) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement. 2) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities. | | | | | |
| 6/ Osteopaths, Chiropractors | 92.5 % | 54 € per act | 54 € per act | Yes | Prior agreement is needed if the total number of sessions undertaken in a given calendar year is more than 20. |
| II – DENTAL TREATMENT | | | | | |
| 1/ Treatment and care (including check-ups, prophylactic care and periodontal treatment) | 92.5 % | 2000 € | 2500 € | Yes | If treatment to be provided in any one year exceeds 1525 € |
| | | per year /per beneficiary | | | |
| 2/ Orthodontics | 92.5 % | 4240 € One treatment per beneficiary, except in case of accident | | Yes | 100 % for a child if the first agreement is given before the age of 16 |

| | | | | |
|---|--------|--|-----|--|
| 3/ Removable prosthesis | 92.5 % | 1200 € per prosthesis | Yes | With justification The ceiling covers all acts relating to the prosthesis |
| 4/ Prosthesis and related implants | 92.5 % | Overall ceilings 1700 € per tooth and per year 5100 € per beneficiary and per year | Yes | With justification |
| | | Additional ceilings | | |
| | | 700 € per implant 1000 € per prosthesis | | |
| III – SPECIALIZED CARE | | | | On prescription |
| 1/ Electrotherapy | 100 % | Subject to Article 5 | --- | Direct payment in full or in part may be made to the treatment center |
| 2/ Dialysis | 100 % | | --- | |
| 3/ Chemotherapy | 100 % | | --- | |
| 4/ Radiotherapy | 100 % | | --- | |
| IV – MEDICAL AIDES | | | | On prescription |
| 1/ Nurses | 92.5 % | Subject to Article 5 | No | |
| 2/ Masseurs / physiotherapists | 92.5 % | Subject to Article 5 | Yes | |
| <p>Prior agreement is needed:</p> <ul style="list-style-type: none">) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement.) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question <p>However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities.</p> | | | | |
| 3/ Speech therapists and orthoptists | 92.5 % | Subject to Article 5 | Yes | 100% for a child under the age of 16 |
| <p>Prior agreement is needed:</p> <ul style="list-style-type: none">) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement.) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question <p>However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities.</p> | | | | |
| 4/ Chiropodists / podologists | 92.5 % | Subject to Article 5 | Yes | |
| <p>Prior agreement is needed:</p> <ul style="list-style-type: none">) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement.) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question <p>However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities.</p> | | | | |

| | | | | | |
|---|--------|----------------------|---------------|-----|---|
| 5/ Private nurses for less than 8 hours/day | 92.5 % | 109 € per day | 199 € per day | Yes | Prior Agreement is necessary when the number of days prescribed is higher than seven. Nursing may be provided for the first seven days without waiting for the agreement. |
| 6/ Private nurses for 8 to 24 hours/day | 92.5 % | 168 € per day | 305 € per day | Yes | |
| 7/ Occupational therapists | 92.5 % | Subject to Article 5 | | Yes | |
| <p>Prior agreement is needed:</p> <p>) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement.</p> <p>) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question</p> <p>However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities.</p> | | | | | |
| 8/ Psychomotor specialists | 92.5 % | Subject to Article 5 | | Yes | |
| <p>Prior agreement is needed:</p> <p>1) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement.</p> <p>) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question</p> <p>However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities.</p> | | | | | |
| 9/ Travel expenses of medical aides | 92.5 % | 9 € per act | 9 € per act | --- | |
| V – PHARMACEUTICALS | | | | | On prescription |
| Medicines, vaccines | 92.5 % | Subject to Article 5 | | --- | |
| VI – LABORATORY ANALYSIS | | | | | |
| | 92.5 % | Subject to Article 5 | | --- | |
| VII – MEDICAL IMAGERY Including: | | | | | |
| 1/ X-ray examinations | 92.5 % | Subject to Article 5 | | --- | |
| 2/ X-ray treatment | 92.5 % | | | --- | |
| 3/ Echography examination | 92.5 % | | | --- | |
| 4/ Body scanning | 92.5 % | | | --- | On prescription |
| 5/ Nuclear magnetic resonance | 92.5 % | | | --- | On prescription |
| VIII – GLASSES / LENSES | | | | | On prescription |

| | | | | | |
|---|--------|---|-----------------------|---------------------------|--|
| 1/ Glasses or lenses | 92.5 % | Subject to Article 5 | | --- | <p>1 pair of glasses or 1 pair of lenses per year Per beneficiary. When discardable lenses are prescribed, the ceiling is 382 € per year.</p> <p>a 2nd pair per year: for children under the age of 16 for beneficiaries over the age of 16, subject to prior agreement, or in the event of breakage of glasses or damage to lenses, on an honour statement of the person affiliated</p> |
| Glasses | | Children and adults, single vision | | Adults, multifocal | |
| S from 0 to 4,00 | | 80 € | | 275 € | |
| S from 0 to 4,00 / C from 0,25 to 2,00 | | 95 € | | 285 € | |
| S from 0 to 4,00 / C from 2,25 to 4,00 | | 110 € | | 285 € | |
| S from 4,25 to 6,00 | | 110 € | | 285 € | |
| S from 4,25 to 6,00 / C from 0,25 to 2,00 | | 110 € | | 295 € | |
| S from 4,25 to 6,00 / C from 2,25 to 4,00 | | 150 € | | 310 € | |
| S from 6,25 to 8,00 | | 155 € | | 310 € | |
| S from 6,25 to 8,00 / C from 0,25 to 2,00 | | 155 € | | 310 € | |
| S from 6,25 to 8,00 / C from 2,25 to 4,00 | | 180 € | | 310 € | |
| S > 8 and / or C > 4 | | Estimate required | | Estimate required | |
| 2/ Frames or lens application devices | 92.5 % | 145 € per beneficiary | 168 € per beneficiary | --- | <p>1 frame per 2 calendar years No limit for children under the age of 16, on prescription according to the child's morphological development (up to the ceiling)</p> |
| IX – EQUIPMENT | | | | | On prescription |
| | 92.5 % | Subject to Article 5 | | Yes | Except when the equipment or repairs cost less than 229 € |
| X – HOSPITALISATION Including all care and services connected with surgery and hospitalisation, even for a period of less than 24 hours and home hospitalisation | | | | | Direct payment in full or in part may be made to the hospital |
| <p>For persons who depend solely on the Court's Medical and Social Security Plan: Prior agreement and estimates are mandatory, regardless of the establishment.</p> <p>For persons who have a basic medical coverage with another social protection system and are covered in complement by the Court: Estimates and prior agreements are mandatory in all establishments not affiliated to the national health care system</p> <p>Estimates are compulsory in the private clinic and for the private sector of public hospitals'</p> | | | | | |
| 1/ Establishments : | | | | | |

| | | | | | |
|---|-----------------|--|--|-----|---|
| Public | 100 % | Subject to Article 5 | | --- | |
| Private | 92.5 % | Subject to Article 5 | | --- | Agreement is also valid for sick leave |
| Private room supplement | 92.5 % | 153 € per day | 153 € per day | --- | |
| Accompanying a child under the age of 12 | 100 % | 77 € per day | 77 € per day | --- | |
| 2/ Geriatric establishments providing medical care (medium and long term stays) | | | | | Long term stay as from the sixth month |
| Public | 100 % | 229 € per day for a medium term stay 54 € per day for a long term stay (care) | 344 € per day for a medium term stay 69 € per day for a long term stay (care) | | |
| Private | 92.5 % | | | | |
| 3/ Specialised medical establishments other than | | Subject to Article 5 | | | |
| Public | 100 % | Subject to Article 5 | | | |
| Private | 92.5 % | Subject to Article 5 | | | |
| XI – CHILDBIRTH | | | | | On prescription |
| 1/ Pre-and post-natal consultations (including midwifery and infant check-ups) | 100% | See Section I | | | In the cases provided for by the French Social Security Scheme |
| - Medical imagery | 100% | | | | In the cases provided for by the French Social Security Scheme |
| - Echography examination | 100% | | | | After the third echography examination during pregnancy reimbursement on prescription |
| - Laboratory analysis | 100% | | | | In the cases provided for by the French Social Security Scheme |
| - Amniocentesis | 100% | | | | |
| 2/ Hospitalisation | 100 % or 92.5 % | Same rates, ceiling and conditions as those for hospitalisation in the case of illness | | | |
| XII – PATIENT TRAVEL | | | | | On prescription |
| Without hospitalisation | 92.5 % | Subject to Article 5 | | Yes | Except in an emergency and in the case of persons recognized as having a long illness requiring expensive treatment (*) for using a |

| | | | | |
|--|------|----------------------|-----|---|
| | | | | specialised service in a hospital or care centre |
| With hospitalisation for more than 24 hours | 100% | | No | If it is an emergency for an appropriate establishment close to the patient home |
| | | | Yes | In other cases |
| XIII – CARE DIRECTLY RELATED TO THE DISABILITY | | | | On prescription |
| - Care directly related to the disability and board and lodging in medical establishments providing such care | 100% | Subject to Article 5 | No | Direct payment in full or in part possible |
| - Equipment and prosthesis directly related to the disability (including repairs) | 100% | Subject to Article 5 | Yes | Except if the amount of the equipment or repair is lower than € 229 Cover provided only for equipment and prostheses covered by the nomenclature of French Social Security |
| - Travel expenses directly related to the disability) | 100% | Subject to Article 5 | No | Cover for the disabled person and, if necessary, for someone accompanying him Outside France: same principle or application of local legislation |
| - All other services and goods directly related to the disability reimbursable in accordance with the preceding tables | 100% | | --- | Same conditions as for non-disabled persons |

ANNEX II⁸
PENSION PLAN OF THE COURT

CHAPTER I
GENERAL PROVISIONS

Article 1 – SCOPE

1. The Pension Plan of the Court established by this Annex applies to staff, judges, the Registrar and the Deputy-Registrar, within the meaning of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar and of the Staff Regulations of the Unified Patent Court, inasmuch as they contribute to the financing of the Pension Plan of the Court.
2. The Pension Plan of the Court shall not apply to other categories of personnel of the Court.
3. In this Annex, the term “Court” refers to the Unified Patent Court and the term “participant” means the persons referred to in paragraph 1 above.

Article 2 – DEFINITION OF SALARY

Unless otherwise specified, for the purposes of this Annex, salary shall mean the basic monthly gross salary of the participant in force at the time when the pension is assessed, and updated in accordance with the provisions of Article 53 of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court.

Article 3 – DEFINITION OF THE DECIDING AUTHORITY

For the purposes of this Annex, Deciding Authority shall mean in the case of a judge of the Court of Appeal and the Registrar, the President of the Court of Appeal; in the case of a judge of the Court of First Instance or of the Deputy-Registrar, the President of the Court of First Instance; in the case of the staff, the Registrar.

Article 4 – DEFINITION OF SERVICE CONFERRING ENTITLEMENT TO BENEFITS

1. Subject to the provisions of Articles 5 and 59, paragraph 1, entitlement to benefits under this Annex shall be determined by the total of the periods actually served in the Court as a participant.
2. In addition to the total reckonable service thus calculated, a participant may request, on cessation of service, that those years corresponding to payment in lieu of notice periods not worked, for loss of employment and for untaken leave be taken into account, under the provisions laid down by the Instructions.

⁸ Adopted by decision of the Administrative Committee of 8 July 2022 AC/07/08072022 which entered into force on 8 July 2022.

3. Periods of part-time service shall be taken into consideration in calculating entitlement to benefits under this Annex in accordance with the provisions of Article 6, paragraph 3 and of Article 10, paragraph 2.
4. The periods referred to in Article 25, paragraph 3 shall also be taken into consideration.

Article 5 – CALCULATION OF SERVICE CONFERRING ENTITLEMENT TO BENEFITS

1. Where a participant appointed by the Court has previously served with the Court, his entitlement to benefits under the terms of Article 4 shall be conditional upon his paying to the Court the amounts paid to him on leaving his previous service pursuant to Article 17 plus compound interest on such amounts at 3.5% per annum from the date when the participant received them until the date they are paid over in accordance with this paragraph. Should the participant fail to pay over the amounts in question, reckonable service shall count only as from the new appointment.

2. Where a participant appointed by the Court was previously drawing an early retirement pension in respect of service with the Court, payment of that pension shall cease.

If the participant refunds to the Court the pension payments he has received, the provisions of Article 4 shall apply on cessation of his new appointment.

If he does not make this refund, the years of service for which credit was acquired in the employment that originally entitled him to payment of the discontinued retirement pension shall be taken into account in the calculation of the retirement pension due on cessation of his new employment by reference to his last salary in such previous employment; moreover, that part of the final pension figure shall be abated under the provisions laid down by Instructions.

3. Where a participant ceases his functions at a salary lower than that which he had been paid by the Court, his entitlement to benefits under this Annex shall be determined by taking into account the total of his reckonable service and the benefits shall be calculated on the basis of the highest salary paid to him. However, a reduction shall be made in the number of years of service to be credited to him in respect of time served at a lower salary after having been paid the salary by reference to which benefits are calculated; this reduction shall be proportionate to the difference between the said salaries.

4. For the implementation of paragraphs 2 and 3 above, salaries shall be taken into account in accordance with Article 2.

Article 6 – RECKONABLE SERVICE

1. The benefits provided for under this Annex shall be calculated by reference to reckonable service consisting of:

- i) service calculated in accordance with the provisions of Articles 4 and 5;
- ii) service credited in accordance with Article 18, paragraph 1.

2. Incomplete years of reckonable service shall be taken into account on the basis of 1/12 of a year for each whole month of service. For benefit calculation purposes the period remaining shall be treated as a whole month if it is equal to or more than 15 days.

However, the period remaining shall not be taken into account for the purpose of calculating the seven years' service required for entitlement to the retirement pension provided for in Article 10.

3. In the case of part-time work:

- i) reckonable service shall be calculated in accordance with the ratio between the part-time service and full-time work in the Court;

- ii) however, reckonable service shall not be reduced when the participant working part-time has contributed to the Pension Plan of the Court on the basis of full-time work, by paying, in addition to his personal contribution to the Pension Plan of the Court for the part corresponding to his part-time work, a contribution equal to 2.5 times the rate of contribution mentioned in Article 59, paragraph 3, on the difference in salary between his part-time work and the corresponding full-time work, under the provisions laid down by the Instructions.

Article 7 – PART-TIME SERVICE – EFFECTS ON THE CALCULATION OF ENTITLEMENT

1. If, when a participant's service ends, he is working part-time, the amount of the benefit due shall be calculated with reference to the full salary to be used as a basis under the provisions of this Annex.
2. However, when a participant ceasing his service in the circumstances described in paragraph 1 above had been working on a part-time basis and if the provisions of Article 6, paragraph 3 ii) are not applied, the rate of the invalidity pension provided for in Article 23, paragraph 2, and the minimum and maximum amounts that apply, shall be set in accordance with the provisions laid down by the Instructions.

Article 8 – BENEFIT PAYABLE TO A PARTICIPANT WHO HAS ONLY WORKED PART-TIME

- i) For the purpose of calculating the benefit payable under Article 7, paragraph 2, to a participant who has worked part-time, the following shall be reduced by an amount corresponding to the ratio between the part-time service and full-time work in the Court:
 - a) the maximum rate of retirement pension provided for under Article 14, paragraph 3;
 - b) the rate of invalidity pension under Article 23, paragraph 2, and the minimum amount of invalidity pension provided for under Article 23, paragraph 4;
 - c) the maximum amount of invalidity pension provided for under Article 23, paragraph 4, and the salary referred to in Article 24;
 - d) the minimum amounts of survivor's pension provided for under Article 32, paragraph 3;
 - e) the amount of the reversion pension provided for under Article 32, paragraphs 4 and 5;
 - f) the minimum amounts of orphan's pension provided for the first beneficiary under Article 37, paragraphs 3 and 4, as well as the increases provided for under Article 37, paragraphs 3 and 4, for orphans in respect of the second and every further beneficiary;
 - g) the amount of the dependant's pension provided for under Article 40, paragraph 2;
 - h) the ceiling for benefits payable to survivors and orphans as defined in Article 44.
- ii) However, when a participant was recruited by the Court for part-time service, after having worked full-time for the Court, he shall be subject to the provisions of Article 9 provided he pays to the Court, if appropriate, the sums specified in Article 5, paragraph 1, or Article 5, paragraph 2, as the case may be.

Article 9 – BENEFIT PAYABLE TO A PARTICIPANT WHO, AT THE TIME OF TERMINATION OF HIS SERVICE, IS WORKING PART-TIME, HAVING PREVIOUSLY WORKED FULL-TIME

- i) For the purposes of calculating the benefit payable under Article 7, paragraph 2 to a participant working part-time for an indefinite period or for a fixed period renewable by tacit agreement, the following shall be reduced in accordance with the ratio between the part-time service and full-time work in the Court:
 - a) the rate of invalidity pension under Article 23, paragraph 2, and the minimum amount of invalidity pension provided for under Article 23, paragraph 4;

- b) the minimum amounts of survivor's pension provided for under Article 32, paragraph 3;
 - c) the amount of the reversion pension provided for under Article 32, paragraphs 4 and 5;
 - d) the minimum amounts of orphan's pension provided for the first beneficiary under Article 37, paragraphs 3 and 4, as well as the increases provided for under Article 37, paragraphs 3 and 4 for the second and every further beneficiary of an orphan's pension;
 - e) the amount of the dependant's pension provided for under Article 40, paragraph 2.
- ii) However, when a participant fulfils the conditions laid down in Article 10 at the date from which he is working part-time, the benefit resulting from application of the provisions of sub-paragraph i) above, may not be less than that to which he or persons entitled under him would have been entitled had he ceased working for the Court at that date for a reason other than invalidity or death.

CHAPTER II

RETIREMENT PENSION AND LEAVING ALLOWANCE

Section 1: RETIREMENT PENSION

Article 10 – CONDITIONS OF ENTITLEMENT

1. Subject to the provisions of paragraph 2 below, a participant who has completed at least seven years of service, within the meaning of Article 4, in the Court shall be entitled to a retirement pension.
2. Where the monthly amount of retirement pension calculated under Article 14 is lower than 35% of the lowest salary in the salary grid applicable to the staff of the Court, then the participant's benefits shall be commuted into a leaving allowance under the provisions of Article 17, or the participant shall be entitled to a transfer of pension rights under the provisions of Article 18, paragraph 2.

Article 11 – PART-TIME SERVICE

Without prejudice to Article 6, paragraph 3 i), periods of part-time service shall be considered periods of full-time service within the meaning of Article 10.

Article 12 – AGE OF ENTITLEMENT – DEFERRED PENSION AND EARLY PENSION

1. A participant shall become eligible for a retirement pension at pensionable age, set at the age of 65.
2. Pension rights shall continue to accrue to a participant continuing to be employed after pensionable age, but his pension shall not exceed the maximum laid down in Article 14, paragraph 3.
3. If a participant ceases his functions before pensionable age, payment of his retirement pension shall be deferred until he reaches that age.
4. However, a participant who retires before pensionable age may request early payment of his pension 5 years before that age at the earliest. In such a case, the Court makes an actuarial determination, by reference to the provisions laid down by the Instructions, of the ratio between the early retirement pension and the amount of pension due at pensionable age.
5. Where the Court terminates the appointment of a participant, the reduction coefficient applicable to early payment of his pension shall be 3% a year. However, this provision does not apply when the Court terminated the appointment as a result of disciplinary action or for incompetence.

Article 13 – COMMENCEMENT AND CESSATION OF ENTITLEMENT

1. Entitlement to payment of a retirement pension shall commence on the first day of the month following that in which the person concerned became eligible for payment of the pension.
2. Entitlement shall cease at the end of the month in which the pensioner dies.

Article 14 – RATE OF PENSION

1. The amount of the retirement pension shall be, per reckonable year of service within the meaning of Article 6, 2% of the salary of the participant for not less than two years before cessation of his appointment.
2. The amount of the retirement pension shall not be less than 4% of the lowest salary in the salary grid applicable to the staff of the Court, per reckonable year of service credited pursuant to Article 6.
3. The maximum rate of the pension shall be 75% of the participant's last salary as defined in Article 2.

Article 15 – CESSATION OF SERVICE AT A SALARY HIGHER THAN THAT OCCUPIED 24 MONTHS PREVIOUSLY

Where a participant ceases his duties at a salary paid for fewer than 24 months, his pension shall be paid in accordance with the salary paid 24 months prior to the cessation of service. The salary to be taken into account shall be the one to which the participant would have been entitled had he or she not been promoted.

Article 16 – CESSATION OF SERVICE AT A LOWER SALARY

In cases where Article 5, paragraph 3 is applied, the minimum rate of the retirement pension shall be equal to 4% of the lowest salary in the salary grid applicable to the staff of the Court, per reckonable year of service, without any reduction.

Section 2: LEAVING ALLOWANCE

Article 17 – LEAVING ALLOWANCE

1. A participant whose service ceases otherwise than by reason of death or invalidity and who is not entitled to a retirement pension nor to the benefit of the provisions of Article 18, paragraph 2, shall be entitled on leaving to payment of an amount equal to 2.25 times his rate of contribution as applied to his last annual salary, multiplied by the number of reckonable years of service credited within the meaning of Article 6, paragraph 1, i).
2. The reckonable service credited in accordance with Article 18, paragraph 1 shall not be taken into account for the calculation provided in paragraph 1 above, but shall give rise to the payment of an actuarial equivalent calculated in accordance with Article 18, paragraph 2, unless the amounts initially transferred are refunded to the previous employer.
3. A participant who is re-appointed by the Court after having received a leaving allowance must pay it back if the period during which he was not employed by the Court, in whatever capacity, is less than 12 months.

Section 3: INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS

Article 18 – INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS

1. A participant who enters the service of the Court may arrange for payment to the Court in accordance with the provisions laid down by Instructions, of any amounts corresponding to the retirement pension rights accrued under a pension plan to which he was previously affiliated in so far as that plan allows such a transfer.

In such cases, the Court shall determine, by reference to the provisions laid down by Implementing Instructions, the number of years of reckonable service with which he shall be credited under the Pension Plan of the Court.

2. A participant who leaves the service of the Court shall be entitled to transfer to any subsequent pension fund, provided such pension fund allows such transfer:

- either the actuarial equivalent of his retirement pension rights accrued under this Annex, such equivalent being calculated in accordance with the provisions laid down by Instructions;
- or, in the absence of such rights, the amounts provided under Article 17.

CHAPTER III INVALIDITY PENSION

Article 19 – CONDITIONS OF ENTITLEMENT – INVALIDITY BOARD

1. An invalidity pension shall be payable to a participant who, at any time during the period in which he is accruing pension rights, is recognised by the Invalidity Board defined below to be suffering from permanent invalidity which totally prevents him from performing his job or any duties corresponding to his experience and qualifications which may have been proposed to him by the Court.

2. The Invalidity Board shall consist of three medical practitioners, the first two being appointed by the Court and the participant, respectively, and the third one selected jointly by the first two. Cases shall be submitted to it by the Court either on its own initiative or at the request of the participant concerned.

Article 20 – TASKS OF THE INVALIDITY BOARD

- a) To ascertain whether a participant is suffering from invalidity within the meaning of Article 19, paragraph 1;
- b) when an incident is recognised by the Court as falling within the scope of Article 23, paragraph 2 (work accident, occupational disease or public-spirited act), to decide to what extent the participant's invalidity is the result thereof;
- c) to decide whether, following an examination under Article 25, the former participant no longer fulfils the conditions for entitlement to an invalidity pension.

Article 21 – FINDINGS OF THE INVALIDITY BOARD

1. The findings of the Invalidity Board shall be determined by a majority vote. They shall be final except in the case of obvious factual errors.

2. Findings under Article 19, paragraph 1 or Article 23, paragraph 2

The findings of the Invalidation Board shall state:

- whether or not the participant suffers from permanent invalidity which totally prevents him from performing his duties or any duties proposed to him by the Court corresponding to his experience and qualifications.
- whether the invalidity results from an incident recognised by the Court as falling within the scope of Article 23, paragraph 2 (work accident, occupational disease or public-spirited act) ;
- the date on which the disability became lasting; this date may be prior to the date of the meeting of the Invalidation Board.

3. Findings under Article 25

Where the Invalidation Board meets under Article 25, its findings shall state:

- whether the former participant is incapable of performing the duties attached to his former post or any duties proposed to him by the Court corresponding to his experience and qualifications; or,
- whether it has been found that the former participant is no longer an invalid.

Article 22 – DECISIONS INVALIDITY BOARD

1. Decision under Article 19, paragraph 1, or Article 23, paragraph 2

In accordance with the findings of the Invalidation Board the Deciding Authority shall decide either:

- a) to grant to the participant concerned an invalidity pension under Article 19, paragraph 1, or Article 23, paragraph 2; this decision shall specify the date on which the pension takes effect; or,
- b) to not recognise the participant as an invalid within the meaning of this Annex.

2. Decision under Article 25

In accordance with the findings of the Invalidation Board the Deciding Authority shall decide either:

- a) to continue payment of the invalidity pension to the former participant; or
- b) to no longer recognise the participant as an invalid within the meaning of this Annex and to terminate such payment, at a date which may not be prior to the meeting of the Invalidation Board, in accordance with the conditions provided for in Article 27.

3. Obvious factual error

In the event of an obvious factual error, the Deciding Authority shall again refer the case to the Invalidation Board.

Article 23 – RATE OF PENSION

1. Subject to the provisions of Article 5, paragraph 3, the invalidity pension shall be equal to the retirement pension to which the participant would have been entitled at, for staff, the age set out in Article 31 of the Staff Regulations of the Unified Patent Court and, for judges, the Registrar and Deputy-Registrar, the age set out in Article 30 of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar if he had continued to serve until that age, the requirement for a minimum of seven years' service under Article 10 not being applicable.

2. However, where the invalidity arises from an accident in the course of the performance of his duties, from an occupational disease, from a public-spirited act or from risking his life to save another human being, the invalidity pension shall be 75% of salary. In the event of invalidity resulting from a cause other than these, the invalidity pension provided for in this paragraph may not be less than the invalidity pension which would be payable under paragraph 1 of this Article.

3. The salary used as a basis for the calculation of the invalidity pension referred to in paragraphs 1 and 2 above shall be the salary paid to the participant in accordance with the salaries at the Court in force at the date laid down in Article 29, paragraph 1.
4. The invalidity pension shall not be less than the lowest salary in the salary grid applicable to the staff of the Court. The invalidity pension may not be more than the last salary. Salaries are those which are in force at the Court on the date laid down in Article 29, paragraph 1, subject to any adjustments provided for under Article 53.
5. In the case of invalidity deliberately brought about by the participant, the Deciding Authority shall decide whether he should receive an invalidity pension or only a retirement pension or a leaving allowance, depending on his length of effective service.

Article 24 – CONCURRENT EARNINGS

1. Where a person in receipt of an invalidity pension is nevertheless gainfully employed, this pension shall be reduced by the amount by which his pension together with the remuneration he receives for the said employment exceeds the salary paid at the time of his being recognised as invalid.
2. This reduction shall apply only up to the age of 70.

Article 25 – MEDICAL EXAMINATION – TERMINATION OF PENSION

1. While a person receiving an invalidity pension is still under the age of 70, the Deciding Authority may have him medically examined periodically to ascertain that he still satisfies the conditions for entitlement to such pension, in particular having regard to any new duties corresponding to his experience and qualifications which may have been proposed to him by the Court.
2. When a person receiving an invalidity pension who has not reached the said age of 70 ceases to satisfy the conditions for entitlement to the invalidity pension, the Deciding Authority shall terminate that pension.
3. The time during which the person concerned has received his invalidity pension shall then be reckoned, without payment of back contributions, for the calculation of the leaving allowance or retirement pension, as the case may be.

Article 26 – SUSPENSION OF INVALIDITY PENSION

If the recipient of an invalidity pension fails to submit to a medical examination as prescribed by the Deciding Authority, payment of the invalidity pension may be suspended.

Article 27 – CESSATION OF ENTITLEMENT TO AN INVALIDITY PENSION

Where the Invalidity Board, in application of Article 25, paragraph 2, declares that the person concerned who is still under the age of 70 has ceased to satisfy the conditions of entitlement to an invalidity pension, the payment of that pension shall be terminated; if the person concerned does not resume work in the Court, he shall receive either a leaving allowance based on his years of service and years of invalidity where the total is less than seven years, or a deferred or early retirement pension.

Article 28 – RE-ENTITLEMENT TO AN INVALIDITY PENSION

Where the person concerned is entitled to a deferred or early pension and subsequently suffers a relapse, while still under the age of 70, resulting from the same condition as that which had entitled him to the previous invalidity pension, the Invalidity Board, convened at the participant's request in accordance with Instruction 19.1, shall declare that he once again effectively fulfils the conditions required under Article 19, paragraph 1, insofar as he is not receiving for that same condition an invalidity benefit or pension borne by another Plan.

Article 29 – COMMENCEMENT AND CESSATION OF ENTITLEMENT

1. Entitlement to an invalidity pension shall commence on the first day of the month following the date of the beginning of the invalidity as recognised by the Invalidity Board.

2. Subject to application of Article 25, paragraph 2:

- i) the invalidity pension payable under Article 23, paragraph 2 shall be paid for life;
- ii) in other cases, entitlement to an invalidity pension shall terminate:
 - either at the age of 70,
 - or at the end of the month in which the recipient of such a pension dies.

Where the invalidity pension terminates because the person concerned has reached the age of 70, he shall, notwithstanding the seven-year minimum requirement provided for in Article 10, be entitled to a retirement pension calculated as follows:

- reckonable service shall be calculated as if he had remained in service until the age of 70;
- the reference salary shall be that at the time of his being recognised an invalid, updated in accordance with Article 35.

CHAPTER IV SURVIVOR'S AND REVERSION PENSIONS

Article 30 – CONDITIONS OF ENTITLEMENT

1. The surviving spouse of a participant who died in service shall be entitled to a survivor's pension, provided they had been married to each other for at least one year at the time of the participant's death, unless the death resulted either from disablement or illness contracted in the performance of his duties, or from an accident.

2. A reversion pension shall be payable to the surviving spouse:

- i) of a former participant drawing an invalidity pension, if they were married to each other for at least one year at the time of his being recognised an invalid; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of the former participant's death, or if the death resulted either from disablement or illness contracted in the performance of his duties, or from an accident;
- ii) of a former participant drawing a retirement pension, if they had been married to each other for at least one year at the time when the former participant's appointment ceased; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of the former participant's death; or

- iii) of a former participant entitled to a deferred pension, if they had been married to each other for at least one year at the time when the former participant's service ceased; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of his death.

3. The above-prescribed conditions of anteriority or minimum duration of marriage shall not apply where there are one or more children of the marriage or of a marriage of the participant contracted prior to the cessation of his service, inasmuch as the non-remarried surviving spouse is providing for their needs; in such case, the survivor's or reversion pension shall be payable, under the present paragraph, for so long as the children are actually being so provided for.

When they are no longer being so provided for, the survivor's or reversion pension shall nonetheless continue to be payable for so long as the surviving spouse does not have an income of his own from the exercise of any occupation, or from any retirement pension or other survivor's or reversion pension, equal to at least the amount of the survivor's or reversion pension from the Court.

Article 31 – PARTICIPANT DYING DURING UNPAID LEAVE FOR PERSONAL REASONS

- i) When a participant who has completed at least seven years' service within the meaning of Article 4 dies during a period of leave in which no contributions were made to the Pension Plan of the Court, the surviving spouse shall be entitled to the survivor's pension under Article 32, paragraph 1, the minimum and maximum amounts of such pension being in accordance with paragraphs 3 and 4 of the same Article.

In addition, any orphans and/or dependants shall be entitled to the benefits specified in Articles 37 and 40.

- ii) Where the deceased participant had not completed seven years of service conferring entitlement, as defined in Article 4, the amounts provided for in Article 17 shall be paid to his estate.

Article 32 – RATE OF PENSION

1. The survivor's pension shall be 60% of the retirement pension that would have been payable to the participant, had he not died in service, on the basis of his reckonable service credited up to the time of his death, the requirement for a minimum of seven years of service under the provisions of Article 10 not being applicable.

2. Where a participant has died as the result of an accident in the course of the performance of his duties, from an occupational disease, from a public-spirited act or from risking his life to save another human being, the survivor's pension shall be 60% of the invalidity pension to which the participant would have been entitled, had he survived, under Article 23, paragraph 2.

3. The survivor's pension shall not be less than 30% of the participant's last salary; nor shall it be less than the lowest salary in the salary grid applicable to the staff of the Court.

4. When the former participant was receiving a pension at the time of his death, the amount of the reversion pension shall correspond to the highest of the following amounts:

- 60% of the retirement or invalidity pension to which the former participant was entitled at the time of the assessment of his pension, no account being taken of any reductions resulting from the application of Article 12, paragraph 4, or Article 24;
- 30% of the former participant's last salary at the time of the assessment of his pension; or
- 100% of the lowest salary in the salary grid applicable to the staff of the Court, in accordance with Article 2 of this Annex.

These amounts shall be updated in accordance with the provisions of Article 53.

5. When the former participant was not receiving a pension at the time of his death, the amount of the reversion pension shall correspond to the highest of the following amounts:

- 60% of the retirement pension to which the former participant would have been entitled had he reached the pensionable age at the time of his death;
- 30% of the former participant's last salary, in force at the time of his death; or
- 100% of the lowest salary in the salary grid applicable to the staff of the Court, in force at the time of the former participant's death.

6. The amount of the reversion pension shall not exceed that of the pension received by the former participant or, in cases provided for under paragraphs 4 and 5 above, the amount of the pension to which the former participant would have been entitled had he reached, respectively, the age of 70 or the pensionable age at the time of his death.

Article 33 – REDUCTION FOR DIFFERENCE IN AGE

1. Where the difference in age between the deceased participant or former participant and his younger surviving spouse and/or former spouse, minus the length of time they have been married, is more than ten years, the survivor's or reversion pension, calculated in accordance with the preceding provisions, shall be subject to a reduction, per year of difference, amounting to:

- 1% for the years between 10 and 20;
- 2% for the years 20 up to but not including 25;
- 3% for the years 25 up to but not including 30;
- 4% for the years 30 up to but not including 35;
- 5% for the years from 35 upwards.

Article 34 – REMARRIAGE

Entitlement to a survivor's or reversion pension shall cease on remarriage.

Article 35 – RIGHTS OF A FORMER SPOUSE

1. The non-remarried former spouse of a participant or former participant shall, on the latter's death, be entitled to a survivor's or reversion pension, provided that and for as long as the participant or former participant was, at the time of his death and by virtue of decision of a national jurisdiction which has become final and binding, under an obligation to pay maintenance or compensation to the former spouse, in a personal capacity, but the survivor's or reversion pension shall not exceed the amount of such payment.

2. Where a participant or former participant dies leaving both a spouse entitled to a survivor's or reversion pension and a non-remarried former spouse fulfilling the conditions laid down in paragraph 1 above, the whole of the survivor's or reversion pension shall be divided between the before-mentioned persons in proportion to the duration of their marriages.

The amount to which a non-remarried former spouse is entitled shall however not be more than the amount of the maintenance or compensation payable at the time of the death of the participant or former participant.

3. Where one of the persons entitled to a survivor's or reversion pension renounces his share, ceases to satisfy the conditions for entitlement or forfeits his rights under Article 52, or where the amount of his pension has been restricted under the terms of the second sub-paragraph of paragraph 2 above, his share shall accrue to the share of the other person, except where pension rights revert to orphans, as provided under the last sub-paragraph of Article 37, paragraph 3, last sub-paragraph. In such a case, the restriction laid down in the second sub-paragraph of paragraph 2 above shall apply.

4. Reductions in respect of difference in age as provided for in Article 33 shall be applied separately to survivors' and reversion pensions calculated in accordance with the present Article.

Article 36 – COMMENCEMENT AND CESSATION OF ENTITLEMENT

1. Entitlement to a survivor's or reversion pension shall commence from the first day of the month following that in which the participant or former participant died. If the salary of a participant who died in service continues to be paid to a surviving spouse or former spouse, directly and in full, under the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar or under the Staff Regulations of the Unified Patent Court, payment of the pension of the person concerned shall be deferred accordingly.

2. Entitlement to a survivor's or reversion pension shall cease at the end of the month in which the recipient of the pension dies or ceases to satisfy the conditions for entitlement to that pension.

CHAPTER V ORPHAN'S PENSION

Article 37 – RATE OF ORPHAN'S PENSION

1. Where a participant or former participant receiving a retirement or invalidity pension or entitled to a deferred pension dies, his children shall be entitled to an orphan's pension if they fulfil the conditions laid down in paragraph 2.

2. The legitimate, natural or adopted children of a participant or former participant who has died shall be entitled to an orphan's pension when the deceased or his household provided their main and continuing support at the time of death and when they satisfy the conditions required for being recognised as dependent children under the provisions of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar or of the Staff Regulations of the Unified Patent Court.

The legitimate or natural children of a deceased participant or former participant who were born not more than 300 days after his death shall also be entitled to an orphan's pension.

3. Where there are one or more persons entitled to a survivor's or reversion pension, the amount of the orphan's pension shall correspond to the higher of the following amounts:

- i) 40 % of the survivor's or reversion pension, no account being taken of reductions pursuant to Article 33; or
- ii) 50 % of the lowest salary in the salary grid applicable to the staff of the Court, according to the salary grid applicable to the staff of the Court in force when the former participant's pension was assessed, this amount being updated in accordance with the provisions of Article 53, or, if he was not receiving a retirement or invalidity pension, according to the salary grid applicable to the staff of the Court in force at the time of death.

The orphan's pension shall be increased, in respect of the second and every further beneficiary, by an amount equal to the allowance for a dependent child.

The orphan's pension shall be brought up to the level provided for in paragraph 4 in the event of the beneficiaries of a survivor's or reversion pension dying or remarrying or losing their right to that pension.

4. Where there are no beneficiaries of a survivor's or reversion pension, the orphan's pension shall correspond to the higher of the following amounts:

- i) 80 % of the survivor's or reversion pension, no account being taken of reductions pursuant to Article 33; or
- ii) 100 % of the lowest salary in the salary grid applicable to the staff of the Court, according to the salary grid applicable to the staff of the Court in force when the former participant's pension was assessed, this amount being updated in accordance with the provisions of Article 53, or, if he was not receiving a retirement or invalidity pension, according to the salary grid applicable to the staff of the Court in force at the time of death.

The orphan's pension shall be increased, in respect of the second and every further beneficiary, by an amount equal to twice the allowance for a dependent child.

5. The total amount of the orphan's pension shall be divided equally among all the orphans.

Article 38 – RATE OF PENSION FOR ORPHANS DEPENDENT ON A NON-REMARIED FORMER SPOUSE

Subject, where appropriate, to the provisions of Instructions 41.1/1 and 41.1/2, the provisions of Article 37, paragraph 3 shall apply where a participant or former participant dies leaving a non-remarried former spouse entitled to a survivor's or reversion pension under Article 35. In such a case, the orphan's pension shall be fixed without having regard to the reductions provided for in Articles 33 and 35.

Article 39 – RATE OF PENSION FOR ORPHANS BELONGING TO ANOTHER FAMILY GROUP

Subject to the provisions of Instructions 41/1.1 and 41/2.1, the provisions of Article 37, paragraph 4 shall also apply where a participant or former participant dies leaving a surviving spouse or former spouse on one side and orphans belonging to another family group on the other side.

Article 40 – COMMENCEMENT AND CESSATION OF ENTITLEMENT

1. The pensions provided for under Article 37 shall be payable from the first day of the month following that in which the participant or former participant died. If the salary of a participant who died in service continues to be paid to a surviving spouse or former spouse, directly and in full, under the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar or under the Staff Regulations of the Unified Patent Court, payment of the pensions shall be deferred accordingly.

2. The pensions under Article 37 shall cease to be payable at the end of the month in which the child ceases to satisfy the conditions for recognition of such status under the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar or the Staff Regulations of the Unified Patent Court.

Article 41 – BENEFICIARIES OF MORE THAN ONE CATEGORY

1. Where a participant or former participant leaves a spouse or former spouse, on the one hand, and children, on the other, with entitlement to a pension, the total pension, calculated as if for a surviving spouse having all these persons dependent on him, shall be apportioned among the various categories of persons concerned in proportion to the pensions which would have been payable to each category if treated separately.
2. Where there are children from different family groups, with entitlement to a pension, the total pension, calculated as though all were from the same family group, shall be apportioned among the various categories of beneficiaries in proportion to the pensions which would have been payable to each category if treated separately.

CHAPTER VI FAMILY ALLOWANCES

Article 42 – GENERAL PROVISIONS

1. Household allowance, dependent child's allowance, disabled child allowance and education allowance are granted according to the modalities and conditions of entitlement provided for under the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar or under the Staff Regulations of the Unified Patent Court as well as under the present Rules :
 - i) to the recipient of a retirement pension as from the age of 65;
 - ii) to the recipient of an invalidity pension;
 - iii) to the recipient of a survivor's or reversion pension, in respect of the sole beneficiaries who were or would have been recognised as depending on the participant or the former participant if he had not died.
2. The double entitlement regulations apply to any allowance of a same nature, regardless of its name.
3. a) The household allowance shall be calculated by reference to the pension of the recipient.
b) Where the recipient of a survivor's or reversion pension is a participant in the Pension Plan of the Court or is in receipt of a pension under the Pension Plan of the Court, only one household allowance shall be granted.
c) Where the spouse of a person entitled to a pension referred to in paragraph 1 is a participant in the Pension Plan of the Court or is in receipt of a pension under the Pension Plan of the Court, the household allowance shall only be paid to one of the spouses.
d) Where the spouse of the recipient of a pension referred to in paragraph 1 is entitled, under another plan, to an allowance of a same nature than the household allowance, only the difference between the amount of the allowance under the Pension Plan of the Court and that of the allowance received by the spouse under the other plan shall be paid to the recipient of the pension.
4. Where the recipient of a pension referred to in paragraph 1, or his household or the beneficiary concerned, is entitled to allowances referred to in paragraph 1 and also, under another plan and for the same person, to a dependent child's allowance or an allowance of a same nature than those referred to in paragraph 1, the Court shall only pay the difference between the amount of the allowances granted under the Pension Plan of the Court and that of the allowances received under the other plan.
5. The deduction of family allowances received under another plan, referred to in Article 42, paragraphs 3 and 4, shall be automatic, save where the recipient produces evidence that the other plan makes a deduction of the amounts received under the Pension Plan of the Court.
6. The amount of the dependent child's allowance payable to the recipient of a survivor's or reversion pension shall be twice the normal amount.

7. Entitlement to the education allowance shall be maintained for the recipient of a pension referred to in paragraph 1, provided the participant maintains residence in the country of last posting and for a duration limited to the time needed to complete, in the same establishment, the educational cycle in progress at the time of the participant's termination of service.

8. Entitlement to the allowances provided for in this Article shall cease at the end of the month in which the conditions for entitlement to those allowances under the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar or under the Staff Regulations of the Unified Patent Court are no longer satisfied.

Article 43 – EDUCATION ALLOWANCE

In the event of the death of a participant or of the recipient of a retirement or invalidity pension, without any survivor's or reversion pension being awarded, or in the event of the death of the recipient of a survivor's or reversion pension, any education allowance which was being paid at the time of the death shall continue to be paid unchanged in its amount, under provisions identical to those laid down in Article 42, paragraph 7.

CHAPTER VII CEILING ON BENEFITS

Article 44 – CEILING ON BENEFITS

1. Where a participant dies, the total amount payable in respect of survivor's and orphan's pensions and of family allowances shall not exceed the maximum of the retirement pension referred to in Article 14, paragraphs 2 and 3. In any event, this total shall not exceed the last salary received by the participant.

2. Where a former participant receiving a retirement pension dies, the total amount payable in respect of reversion and orphan's pensions and of family allowances shall not exceed the amount of the pension and of family allowances received by the former participant.

3. Where a former participant entitled to a deferred or invalidity pension dies, the total amount payable in respect of reversion and orphan's pensions and of family allowances shall not exceed the amount of the retirement pension and of family allowances he would have received if he had reached the age of 70 at the time of his death.

4. The amounts payable in respect of survivor's, reversion and orphan's pensions and of family allowances shall, where applicable, be reduced in proportion to the share of each beneficiary.

Article 45 – CEILING IN THE EVENT OF THE DEATH OF A PERSON DRAWING AN INVALIDITY PENSION UNDER ARTICLE 14, PARAGRAPH 2

In the event of the death of a former participant drawing an invalidity pension under Article 23, paragraph 2, the ceiling to be applied shall be the amount of the pension he was receiving at the time of his death.

Article 46 – STATUTORY MINIMUM AMOUNTS

The minimum amounts laid down shall not apply to survivors', reversion and orphans' pensions reduced in accordance with the provisions of Article 44.

CHAPTER VIII PROVISIONAL PENSIONS

Article 47 – CONDITIONS OF ENTITLEMENT

1. Where a participant or former participant entitled to a retirement or invalidity pension has been missing for more than one year in circumstances justifying a presumption of death, the persons entitled under him may provisionally be awarded a survivor's, reversion and orphan's pension, as appropriate.
2. The provisions of paragraph 1 above shall apply *mutatis mutandis* to persons recognised as dependants of a person in receipt of a survivor's or reversion pension, who has been missing for more than one year.
3. Provisional pensions under paragraphs 1 and 2 above shall be converted into definitive pensions when the death of the participant, former participant, spouse or former spouse has been established officially or when that person has been declared missing by a final decision of a national jurisdiction.

CHAPTER IX DETERMINATION OF THE AMOUNTS OF BENEFITS

Section 1: ASSESSMENT OF ENTITLEMENT

Article 48 – ASSESSMENT OF BENEFITS

1. The assessment of the benefits payable under this Annex shall be made by the Registrar with the assistance of the International Service for Remunerations and Pensions.
2. A detailed statement of the assessment shall be communicated to the participant or the persons entitled under him after approval by the Registrar.
3. Until this approval has been given, pensions shall be paid on a provisional basis.

Article 49 – NO DOUBLE ENTITLEMENT

1. Without prejudice to the application of Articles 4 and 5, the following may not be paid concurrently out of the budget of the Court:
 - i) a retirement and an invalidity pension as provided for in this Annex;
 - ii) two retirement pensions.
2. Recipients of a retirement or invalidity pension under the present Rules may not be granted the status of participant in the meaning of Article 1.

Article 50 – BASIS OF CALCULATION

1. Pensions shall be calculated at the time of their assessment by reference to the salary defined in Article 2 and to the salary grids applicable to the staff of the Court applicable to the country of the last posting of the participant or former participant.
2. However, where the participant has served the Court in several countries of posting, the pension shall be calculated on the basis of the salary grid applicable to the staff of the Court of each country of posting, pro rata to the former participant's length of service in each country.
3. Application of the calculation method provided under paragraph 2 above shall not result in the payment of pension benefits the amount of which would be higher than the participant's or former participant's last salary, according to the salary grid applicable to the staff of the Court in force in his country of last posting when the participant's or former participant's pension was assessed, this amount being updated in accordance with the provisions of Article 53.
4. Where pension benefits are calculated on the basis of the statutory minimum amounts, the calculation shall be solely based on the salary grid applicable to the staff of the Court of the country in which the participant or former participant had his longest posting.
5. The provisions of paragraph 2 also apply to the benefits under Article 17.

Article 51 – RE-ASSESSMENT – CANCELLATION

1. The benefits provided for under the Pension Plan of the Court may be re-assessed at any time in the event of error or omission of any kind. Any undue payments must be reimbursed. They may be deducted from the benefits payable to the person concerned or to the persons entitled under him or from the amounts due to his estate. The reimbursement may be spread over a period.
2. Benefits shall be subject to modification or cancellation if their award was contrary to the provisions of this Annex.

Article 52 – REQUIREMENT OF EVIDENCE – FORFEITURE OF RIGHTS

1. Persons who are eligible for benefits under this Annex shall notify the Court or the International Service for Remunerations and Pensions of any facts which may affect their entitlement to benefits and to furnish such supporting evidence as may be required of them.
Should they fail to comply with these obligations, they may be deprived of the right to benefits under Pension Plan of the Court; save in exceptional circumstances, they shall refund any sums received to which they were not entitled.
2. Where the surviving spouse or orphans of a deceased participant or former participant fail to apply for their pension within 12 months from the date of his death, payment of the benefits under this Annex may, at the discretion of the Court, be postponed until the first day of the month following that in which they make their application.
3. Where a participant's or former participant's former spouse referred to in Article 35 fails to apply for benefits under the Pension Plan of the Court within 12 months from the date of his death, his rights may, at the discretion of the Court, be wholly forfeited.

Section 2: ADJUSTMENT OF PENSIONS

Article 53 – ADJUSTMENT OF PENSIONS

1. The Court shall adjust pensions, every year, in accordance with the revaluation coefficients based on the consumer price index for the countries for which the Court has implemented a salary grid applicable to the staff of the Court.

It shall also adjust pensions in the course of the year, for any given country, when prices in that country show an increase of at least 6 %.

2. Each pension shall be adjusted in accordance with the revaluation coefficients for the country in which the pensioner has settled his principal and effective residence.

Where a pensioner settles his principal and effective residence in a country for which the Court has not approved a salary, the pension is adjusted in accordance with the revaluation coefficients for the participant's or former participant's country of last posting. Should the Court adopt a salary for the country in which the pensioner has settled his principal and effective residence, the adjustments following the date of implementation of salary shall be based on the revaluation coefficients for this country.

3. Where a person receiving a pension dies, and reversion or orphan's pensions are due, the following calculation shall be made:

- pensions shall be calculated with reference to the salary in force at the date of assessment of the entitlement of the deceased pensioner;
- the amounts thus determined shall be updated, as from that date until the date of assessment, by application of the pensions revaluation coefficients for the country of residence at the date of assessment or, where the Court has not adopted a salary for this country, by application of the pensions revaluation coefficients for the former participant's country of last posting.

4. Where a person receiving an invalidity pension not awarded under Article 23, paragraph 2 reaches the age of 70, his invalidity pension shall be converted, in accordance with Article 29, paragraph 2, to a retirement pension calculated using the method referred to in paragraph 3 above.

5. At regular intervals, the Registrar shall establish a comparison of the difference between increases in salary and increases in pensions, and may, where appropriate, propose measures to reduce it.

Section 3: PAYMENT OF BENEFITS

Article 54 – MODE OF PAYMENT

1. Subject to the provisions of Article 17 and unless otherwise provided under this Annex, benefits provided for under the present Rules shall be paid monthly in arrears.

2. These amounts shall be paid by the Court, or by the International Service for Remunerations and Pensions if it has been empowered to do so.

3. Benefits shall be paid in the currency used in their calculation in accordance with Article 50.

4. Benefits shall be paid to the recipient by bank transfer to an account in the country of one of the salary grids applicable to the staff of the Court that was used for calculating these benefits, or in the country in which he resides.

Article 55 – SUMS OWED TO THE COURT

1. Any sum owed by a participant, former participant or pensioner to the Court at the date when the benefits are payable under this Annex shall be deducted from the amount of these benefits or from the benefits payable to those entitled under him. The deduction may be spread over a period.

Article 56 – BUYING BACK RIGHTS – CREDIT FOR PAST SERVICE

Any amounts remaining due on the death, recognition of invalidity or termination of service of a participant, in respect of pension rights bought back under Article 5, shall constitute a debt owed to the Court by the participant or the persons entitled under him or the estate.

Payment to the Court of any amounts thus owing shall be made pursuant to the special condition agreed to by the participant at the time of his application to buy back or to be credited with pension rights; this condition shall give the Court a preferential right to deduct such amounts from the capital sums due at the time of death or recognition of invalidity, or of termination of service, where appropriate, under the conditions provided for in Instructions 5.1.

Article 57 – RIGHT OF SUBROGATION

1. Where a participant's invalidity or death is attributable to a third party, the award of the benefits provided for in this Annex shall in principle be made subject to the beneficiary assigning to the Court his claims against such third party, up to the amount of such benefits.
2. However, the Court may waive its right to take action pursuant to such subrogation against the third party concerned where special circumstances justify such a waiver.

CHAPTER X FINANCING THE PENSION PLAN

Article 58 – CHARGE ON BUDGETS

1. Benefits paid under this Pension Plan of the Court shall be charged to the budget of the Court, pursuant to Article 48.
2. The Contracting Member States jointly guarantee the payment of the benefits.
3. In the event of a merger, reconstitution or other transformation or in the event of dissolution of the Court, the Administrative Committee or any ad hoc body set up, where required in one of the aforementioned cases, shall take the necessary measures to ensure uninterrupted payment of the benefits of the Pension Plan of the Court until the cessation of entitlement of the last beneficiary.
4. Should a country, being a Contracting Member State or a former Contracting Member State, fail to comply with its obligations under this Article, the other countries shall meet the cost thereof in proportion to their contribution to the budget of the Court as fixed annually from and after the said country's default.

Article 59 – PARTICIPANT'S CONTRIBUTION – COSTING THE PENSION PLAN OF THE COURT

1. Participants shall contribute to the Pension Plan of the Court.
2. The participant's contribution shall be calculated as a percentage of their salaries and shall be deducted monthly.
3. The rate of the participant's contribution shall be set so as to represent the cost, in the long term, of 40% of the benefits provided under this Annex. The rate shall be 10.8%. This rate shall be reviewed on 1st

January 2028 and thereafter every five years or whenever necessary, on the basis of an actuarial study, the procedures for which are appended hereto. After that date, the staff contribution rate shall be adjusted, with effect from the fifth anniversary of the preceding adjustment, the rate being rounded to the nearest first decimal.

However, in the event of exceptional circumstances, the Administrative Committee could recommend that the date of that study, and of any adjustment of the contribution rate resulting therefrom, be advanced.

In such a case, the normal 5-year interval between two studies and any adjustment of contributions resulting therefrom shall begin as from the date of that supplementary study except for a new application of the provisions of the preceding sub-paragraph.

4. Contributions properly deducted shall not be recoverable. Contributions improperly deducted shall confer no rights to pension benefits; they shall be refunded at the request of the participant concerned or those entitled under him without interest.

Article 60 – ILLNESS

The participants' contribution to the Pension Plan of the Court shall be paid during sick leave and during periods of temporary incapacity following such leave if the participant concerned continues to receive an allowance equal to the whole or part of his emoluments. This contribution shall be calculated in relation to the portion of the allowances corresponding to salary, but reckonable service shall be counted at the full rate, subject to the provisions applicable in the event of temporary incapacity during a period of part-time service.

Article 61 – LEAVE FOR PERSONAL REASONS

A participant may not contribute to the Pension Plan of the Court during periods of leave for personal reasons of more than six months' duration, and during such periods the participant shall not acquire any pension rights.

However, the persons entitled under him shall be entitled to receive benefits under the conditions set out in Article 31.

CHAPTER XI FINAL PROVISIONS

Article 62 – DETAILED IMPLEMENTATION

1. Instructions for the implementation of this Annex and in accordance with them shall be drawn up by the Registrar, in accordance with Article 53 of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court and with Article 42 of the Staff Regulations of the Unified Patent Court.

Article 63 – ENTRY INTO FORCE

This Annex shall enter into force on 8 July 2022.

ANNEX TO ARTICLE 59 – ACTUARIAL STUDIES

Method

1. Calculation, as at the effective date of the study, of the rate of contribution payable by participants in order to finance 40% of benefits provided under the Pension Plan of the Court, establishing the present value of the fund, as well as past and future entitlements and salaries.
2. Past entitlements and projections of annual amounts of future entitlements will be calculated, on the one hand, for participants affiliated to the Pension Plan of the Court at the date of the study and, on the other hand, for the population of participants who will be recruited and affiliated to the Pension Plan of the Court in the years to come. Projections of salaries for these populations will also be established year by year. Each of these amounts will be projected over a period of 80 years and discounted to present worth. The market value of the fund at the date of the valuation will also be taken into account, recognising the assets already collected with regard to accrued past benefits.
3. Combining these results will make it possible to determine the rate of contribution needed to finance 40% of benefits provided under the Pension Plan of the Court.

Demographic and salary-related assumptions

4. The demographic assumptions are derived from detailed demographic studies for the Court. These studies examine past experience, where the information is available, and also take account of available forecasts regarding future staff numbers.
5. The assumptions relating to salaries are based on detailed observation of the past, where the information is available, and also take account of practices and forecasts available in this field.

Economic assumptions

6. The discounting process is based on observed rates of return on long-term government bonds issued in Germany, France and Luxembourg. The source of this information is the publicly available OECD Monthly Monetary and Financial Statistics (MEI).
7. A discount rate net of inflation shall be used. It shall be equal to the arithmetical average of average real rates observed over the thirty years preceding the date when the actuarial study is conducted.
8. The average real rate for a given past year is obtained from the real rate, calculated as the difference between the rate of gross return on bonds and the corresponding rate of inflation, as shown by the national consumer price index.

ANNEX III⁹
INTERNAL TAX

Effective as of :
01.01.2022

| from (monthly) | to | % |
|-------------------|------------|-------|
| 126,51 € | 2 233,69 € | 8,0% |
| 2 233,70 € | 3 076,59 € | 10,0% |
| 3 076,60 € | 3 525,91 € | 12,5% |
| 3 525,92 € | 4 003,70 € | 15,0% |
| 4 003,71 € | 4 453,02 € | 17,5% |
| 4 453,03 € | 4 888,61 € | 20,0% |
| 4 888,62 € | 5 338,12 € | 22,5% |
| 5 338,13 € | 5 773,72 € | 25,0% |
| 5 773,73 € | 6 222,91 € | 27,5% |
| 6 222,92 € | 6 658,63 € | 30,0% |
| 6 658,64 € | 7 108,14 € | 32,5% |
| 7 108,15 € | 7 543,73 € | 35,0% |
| 7 543,74 € | 7 993,05 € | 40,0% |
| 7 993,06 € | | 45,0% |

(1) The internal tax grid rates are progressive tax rates. This means that the applicable rate for each income bracket applies up to the upper threshold of the bracket. For example, a taxable income of €3.500 would be subject to the following tax amount: €126,51*0% + (€2.233,69 - €126,51)*8% + (€3.076,59 - €2.233,70)*10% + (€3.500-€3.076,60)*12,5% = €305,78, leading to an average tax rate of 8,8%.

(2) The above-mentioned internal tax rates and internal tax brackets are based on the tax rates and tax brackets applied to the European Union staff in accordance with Article 4 of the Regulation (EEC, Euratom, ECSC) No 260/68 of the Council of 29 February 1968 laying down the conditions and procedure for applying the tax for the benefit of the European Communities, as amended.

(3) The internal tax brackets are subject to an update coefficient in accordance with Article 5 of the Regulation (EEC, Euratom, ECSC) No 260/68 of the Council of 29 February 1968 laying down the conditions and procedure for applying the tax for the benefit of the European Communities, as amended.

(4) By way of derogation from the above method of calculation and coefficient update used by the European Commission:

(a) The internal tax brackets shall be adjusted, if needed, in line with the Unified Patent Court's procedure for reviewing the remuneration of staff members, judges, the Registrar and the Deputy-Registrar.

⁹ Adopted by decision of the Administrative Committee of 8 July 2022 AC/07/08072022 which entered into force on 8 July 2022.

(b) The Administrative Committee shall update the internal tax brackets with a prospective effect as of January 1st of the following year.

(5) For the avoidance of doubt, the tax rates, tax brackets and their method of update, as applied by the European Commission, shall be considered as a conceptual framework and should not have any legal binding force for the purpose of the Unified Patent Court.

(6) The first review of the internal tax brackets shall take place at the latest 12 months after the entry into force of the Agreement on a Unified Patent Court.