

interpretation into the language of the proceedings" (see also Communication dated 16 July 2007, OJ SE 3/2007, 118).

In T 473/92 the respondents asked the EPO, three days before the oral proceedings, to arrange for and bear the cost of interpreting services. According to the respondents, the period of one month stipulated in R. 2(1) EPC 1973 had not been observed because the EPO had failed to draw their attention to the period of notice mentioned in R. 2(1) EPC 1973. The board, however, decided that the respondents had to bear the costs of interpreting at the oral proceedings. If the parties were being offered a free interpreting service, the EPO should at least be enabled to minimise its costs by having sufficient time to organise the interpreting efficiently. Nor was the EPO under any obligation to draw the respondents' attention to the notice period of one month.

In T 44/92 the board came to the conclusion that if a patent proprietor with several appointed representatives chose to use another official language for the oral proceedings in addition to the language of proceedings, the EPO would not bear the costs of interpreting (R. 2(1) and (5) EPC 1973). See also T 131/07 and T 2696/16.