

consistently applied by several member states of the EPC over the last hundred years (see points 36 et seq. and 83 of the Reasons). The board then turned to the object and purpose of the Paris Convention.

In T 2320/16, the board was of the opinion that, taking the ordinary meaning of the terms in Art. 116 EPC into account, it could not be concluded that oral proceedings by videoconference infringed the right to oral proceedings laid down in that Article. The board added that the "travaux préparatoires" on Art. 116 EPC 1973 neither confirmed nor contradicted its interpretation of Art. 116 EPC.

### 1.2.2 Systematic interpretation

In G 2/12 the Enlarged Board of Appeal stated that the systematic interpretation formed a second pillar when construing a legal provision and its terms (see G 1/88, point 3 of the Reasons; G 9/92, OJ 1994, 875, point 1 of the Reasons; G 4/95, OJ 1996, 412, 421 et seq., points 4 and 5 of the Reasons; G 3/98, OJ 2001, 62, 71, point 2.2 of the Reasons; G 4/98, OJ 2001, 131, 143, point 4 of the Reasons). In applying this second method of interpretation the meaning of the wording in question was to be established in the context of the relevant provision itself. In addition, the provision as such had to be interpreted taking into account its position and function within a coherent group of related legal norms (see also G 1/18, point IV.2, which endorsed and followed this approach).

### 1.2.3 Teleological interpretation

Like national and international courts, the Enlarged Board applies the method of teleological interpretation in the construction of legislative provisions in the light of their purpose, values, and the legal, social and economic goals they aim to achieve. In this, the Enlarged Board examined their objective sense and purpose (e.g. G 1/88, point 5 of the Reasons; G 1/03, point 2.1.1 of the Reasons). The starting point was marked by determining the general object of the relevant provision (*ratio legis*) because the interpretation could not contradict the provision's spirit (G 6/91, point 8 of the Reasons). In point IV.3, G 1/18 endorsed this approach, set out in point VII.3 of G 2/12, virtually word for word. In its interim conclusion on this point, G 1/18 found that the teleological interpretation, i.e. the interpretation of the meaning in the light of the purpose of Art. 108, first and second sentences, EPC, led to the same interim conclusions as reached on a literal and a systematic interpretation.

In T 844/18, since the ordinary meaning of the term "any person" in Art. 87(1) EPC was ambiguous, the board had to turn to the object and purpose of the Paris Convention and, more broadly, public policy considerations in order to interpret "any person". This was also in line with Art. 31(1) and 33(4) of the Vienna Convention (see points 30 and 45 of the Reasons).

### 1.2.4 Subsequent agreement or practice

The object and purpose of the exclusion under Art. 53(b) EPC was not, however, sufficiently obvious to answer the question whether or not the clause was to be construed