

## 8. Interpretation of the various language texts of the EPC (Article 177 EPC)

In J 8/95 it was held that even if one language version of a provision of the EPC were found to differ from the other two versions, no legal consequences could be derived from that version other than those which could be derived from the other two versions – regardless of the language of the proceedings. A difference in the wording in one language would have to be considered only in so far as it could form one element of the interpretation. In the case at issue, however, the provision under consideration, even in the allegedly different version, could readily be understood in context in the same way as the other two official languages, with the result that all three versions of the provision corresponded as far as content was concerned (see also T 2321/08).

Observing that, while the EPC did not actually define the terms "fact" and "argument", Art. 114(1) EPC, albeit in its English version only, distinguished facts, evidence and arguments, the board in T 1914/12 concluded that the legislature must have considered them to be three distinct categories. Taking the English version of Art. 114(1) EPC and (2) EPC, which seemed to it to reflect the legislative intention more accurately, it held that arguments had to be treated differently from facts and evidence and that the discretion provided for in paragraph 2 did not extend to late-filed arguments.

Opinion G 1/18 extensively assessed the three language versions, specifically with a view to interpreting Art. 108 EPC (see points IV.1(1) and IV.1(2)(b)).

Decision G 4/19 also referred to Art. 177 EPC in conjunction with Art. 33 of the Vienna Convention. On one specific point, the Enlarged Board considered that, for a proper understanding, it was more instructive to look at the German version of the "travaux préparatoires" than at the English text (see point 88 of the decision).

The board in T 844/18 recalled that Art. 33(4) of the Vienna Convention prescribes that in case of a difference in the meaning between two or more equally authentic texts, the treaty must be given the meaning which best reconciles the texts having regard to the object and purpose of the treaty. The board stated that in order to interpret "any person" in Art. 87(1) EPC, it was necessary to interpret the legal concept of "any person" in Art. 4A Paris Convention, the interpretation given in both treaties needing to be the same. This rose certain linguistic issues which must have been borne in mind: the authentic text of the Paris Convention is written in French, the EPC is written in German, English and French, all texts being equally authentic (see points 30 and 37 ff. of the Reasons).