

a) Communication between professional representatives and their clients, the EPO or other representatives

In T 112/89 the board stated that, regarding the due care required by Art. 122(1) EPC 1973, the obligations of the applicant and those of his representative were clearly distinct and that the due care to be exercised by the representative might depend on the relationship which existed between him and his client. The board noted that it was clear that both the representative and the applicant had to exercise all due care in order to observe all the time limits during patent granting procedures. In the case at issue, the board was not convinced that the duty of the representative was fully discharged when he notified his client that a time limit was to be observed and was satisfied that the client had received the notification. On the contrary, when a representative has been instructed to lodge an appeal and has not received in due time from his client the necessary additional instructions needed to discharge his duty, he should take all necessary measures to try to obtain from his client these instructions.

In T 1401/05 of 20 September 2006 the board stated that the communication between the representative and his client (applicant) had worked efficiently. The representative was therefore entitled to rely on his client's awareness of the expiry of the time limit. The representative was not required to issue a further reminder to meet his obligations of due care.

In T 1289/10 the board held that if a European representative provided a contact email address for all kinds of mail, including mail that may require immediate action by the representative, it was **essential to perform a mail check** at least at the end of each business day. Given the known problem that legitimate mail from time to time was wrongly marked as a possible threat it was evident that this check must include the quarantine area of the email system.

In T 1101/14 the board considered that the **signing of documents** was an act that required particular care on the representative's part, especially when the signature related to the last legal remedy against an adverse decision. A representative who had mistakenly signed a statement of grounds of appeal having most of its pages missing had, in the absence of special circumstances which could justify the representative's mistake, to be considered not to have taken all due care required by the circumstances.

In J 15/14 the Legal Board held that in a proper workflow between two representative's offices where one had the function to give instructions to the other, a confirmation from the other representative that a particular instruction had been received and followed was required; if no confirmation was received a follow-up e-mail should be sent in order to safeguard the rights of the client.

b) Payment of renewal fees

In J 11/06 the Legal Board held that according to the established jurisprudence of the Legal Board following decision J 27/90, even if renewal fees were paid by someone else, the appointed professional representative remained responsible in the procedure before