

The Singapore Treaty on the Law of Trademarks (STLT)

Questions and Answers

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What is the Singapore Treaty on the Law of Trademarks (STLT) and what purpose does it serve?

The STLT simplifies and harmonizes the administrative procedures of the Contracting Parties for the filing of national or regional trade and service mark applications. It consists of 32 Articles, 10 Rules and 12 Model International Forms. Moreover, when adopting the STLT on March 27, 2006, the Diplomatic Conference also adopted a Resolution Supplementary to the STLT and the Regulations Thereunder.

To what types of marks does the STLT apply?

The STLT applies to all marks that can be registered under the law of a Contracting Party (Article 2(1)) and includes provisions on the filing of non-traditional marks, both consisting of visible (three-dimensional, hologram, motion, color, position marks) and non-visible signs (such as sound marks). Rule 3 specifies how each of these marks may be represented in the application. Although the STLT is the first international instrument to explicitly recognize non-traditional marks, it does not oblige Contracting Parties to register such marks.

Which procedures are covered by the STLT?

The procedures that the STLT covers are those related to the filing of applications (Article 3), the grant of a filing date (Article 5), the division of applications or registrations (Article 7), the recording of changes in names or addresses (Article 10), the recording of changes in the ownership of applications or registrations (Article 11), the correction of a mistake (Article 12), the renewal of registrations (Article 13), and the recording of licenses (Article 17-19).

How are these procedures simplified and harmonized?

For each of these procedures, the STLT defines a maximum list of formal elements that the Trademark Office of a Contracting Party may require from requesting parties. In addition, the STLT prohibits certain requirements, such as the legalization of signatures (Article 8(3)(b)). Finally, it introduces a number of horizontal features to streamline these procedures. For example, it addresses certain formalities in relation to communications to be filed with the Trademark Office of a Contracting Party (Article 8), provides for the acceptance of multi-class applications (Articles 3(2) and 6), the use of the Nice Classification (Article 9) and the availability of relief measures (Article 14).



3D



hologram

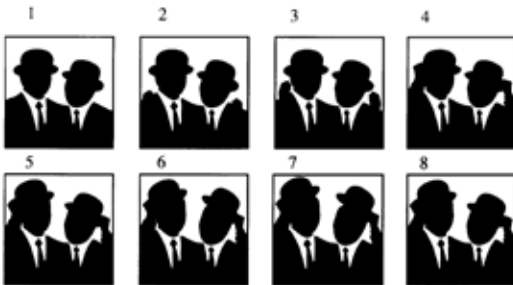


sound



color

Bradford & Bingley plc



motion

The Patent Office, United Kingdom, TM 2130164



Courtesy of Nokia Corporation

sound

How does the STLT regulate the manner in which communications are to be filed with the Trademark Office of a Contracting Party?

The STLT leaves Contracting Parties free to choose the means of transmittal of communications and whether they accept communications on paper, in electronic form or any other form (Article 8(1)). Although the STLT explicitly recognizes that communications may be made in electronic form and transmitted by electronic means, it does not impose any obligation on Contracting Parties to implement electronic filing systems or other automation systems. In relation to some forms and means of transmittal of communication, the Regulations under the STLT permit the Trademark Office of a Contracting Party to require the applicant, holder or other interested person to comply with certain formalities (Rule 6). Contracting Parties allowing for the filing of communications in electronic form may, for example, implement an authentication system (Rule 3(6)). The legalization of signatures of communications on paper, however, may not be required, except if the signature concerns the surrender of a registration (Article 8(3)(b)).

Is it possible, under the STLT, to require separate applications for each class of goods or services covered by a mark?

No, the STLT requires Contracting Parties to allow multi-class applications and registrations. Article 3(2) provides that a single application may relate to several goods or services and Article 6 specifies that such an application shall result in one and the same registration. Trademark Offices of Contracting Parties must accept applications irrespective of whether the goods or services belong to several classes of the Nice Classification. If the registration of a trademark is denied or its validity contested only with regard to certain goods or services, an applicant may divide the application (Article 7). This allows him/her to avoid any delay in obtaining registration for the trademark in relation to the goods or services that have not been contested. At the same time, the applicant may proceed with an appeal in relation to the contested goods or services specified in the application.

Which types of procedural relief measures does the STLT prescribe?

The STLT requires the Trademark Office of a Contracting Party to make available one or more of the three types of relief measures enumerated in Article 14(2) where an applicant, holder or other interested person has failed to comply with a time limit for an action in a procedure before that Office:

- extension of the time limit concerned;
- continued processing; or
- reinstatement of rights if the Office finds that the failure to comply with the time limit occurred in spite of due care or, at the option of the Contracting Party, that the failure was unintentional (Article 14(2)).

Under exceptional circumstances, however, no relief measure must be made available (Rule 9(4)). This concerns, for example, situations in which a relief measure had already been granted earlier, or in which renewal fees have not been paid on time (in which case the owner of the registered mark already benefits from the grace period established by Article 5*bis*(1) of the Paris Convention for the Protection of Industrial Property).

In which way are licenses to be recorded under the STLT?

The STLT stipulates maximum requirements that the Trademark Office of a Contracting Party may establish in relation to requests for the recordal of licenses (Article 17) and the amendment or cancellation of such recordals (Article 18). Moreover, the Trademark Office of a Contracting Party may not make the recordal of a license dependent on the furnishing of the registration certificate of the mark which is the subject of the license, the furnishing of the license contract or a translation of it, or an indication of the financial terms of the license contract (Article 17(4)). It is also clarified that the non-recordal of

a license shall not affect the validity of the registration of the mark which is the subject of the license or the protection of that mark (Article 19(1)). Finally, these provisions apply to the extent to which the law of a Contracting Party already provides for the recordal of a license with its Trademark Office.

What is the Assembly of the Contracting Parties and what purpose does it serve?

With the Assembly of the Contracting Parties a mechanism has been created, which ensures that the framework for administrative trademark procedures established by the STLT remains dynamic and can be adapted easily in order to respond to future developments that affect trademark registration and maintenance procedures and practice. Composed of one delegate per Contracting Party, the Assembly is endowed with powers to amend the Regulations and the Model International Forms and determine the date of application of such amendments.

What are the main features of the Resolution Supplementary to the STLT?

With the Resolution Supplementary to the STLT and the Regulations Thereunder, the Diplomatic Conference declared its understanding of several areas covered by the STLT. The Resolution clarifies that the STLT does not impose any obligation on Contracting Parties to register new types of marks or implement electronic filing systems or other automation systems. Moreover, with a view to facilitating the implementation of the STLT in Developing and Least Developed Countries, it requests WIPO and the Contracting Parties to provide additional and adequate technical assistance comprising technological, legal and other forms of support to strengthen the institutional capacity of those countries to implement the STLT and enable them to take full advantage of its provisions. Furthermore, it was determined that LDCs shall be accorded special and differential treatment and be the primary and main beneficiaries of technical assistance and that the Assembly of Contracting Parties would monitor and evaluate the progress of the assistance granted. Finally, the Resolution also foresees that any dispute arising with respect to the interpretation or application of the Treaty should be settled amicably through consultation and mediation under the auspices of the Director General of WIPO.

Why does the STLT contain Model International Forms? What are they for?

The Model International Forms contain all elements that a Contracting Party may require in a proceeding before its Trademark Office. Typically, the Model International Forms serve as a guidance for Contracting Parties to prepare their own forms. These individualized forms may omit elements included in the Model International Forms but may not contain elements that would be additional to the elements referred to in the corresponding Model International Form. The forms can thus greatly facilitate the work of applicants and their agents because no Contracting Party may reject a communication on the grounds of non-compliance with formal requirements, the contents of which correspond to a Model International Form.

What advantages does the STLT offer?

Trademark applicants and owners from a national trademark system that operates in conformity with the STLT are familiar with the formality requirements of the STLT. As the trademark systems of all Contracting Parties to the STLT are based on the same set of harmonized and simplified formalities, they will find it easier to register trademarks and maintain registrations in any of these countries than would otherwise be the case. Since the STLT prohibits cumbersome and costly formalities, they will also benefit from reduced costs. At the same time, the STLT enhances

legal certainty for trademark applicants and owners. As no Contracting Party may require formalities that are not expressly mentioned in the STLT, the unintentional loss of substantive rights as a result of failure to comply with formal requirements becomes less likely.

For trademark offices, the streamlining of procedures reduces their administrative burden and operational costs. Moreover, adopting harmonized procedures will make it easier for foreign applicants to access the domestic trademark system and thus in turn lead to an increase in the number of domestic filings. Both factors are likely to enhance revenues for offices. The increase in the number of filings can also be expected to enhance the business of trademark agents and attorneys.

In sum, accession to the STLT leads to increased opportunities for foreign investment in domestic trademark systems and therefore contributes to a country's economic development. Furthermore, it enables domestic trademark owners to protect their trademarks more extensively abroad.

What is the relationship between the STLT and other treaties?

The STLT does not oblige Contracting Parties to be a party to any other international treaty. However, it requires compliance with the provisions of the Paris Convention concerning marks, and with the Nice Agreement Concerning the International Classification of Goods

and Services for the Purposes of the Registration of Marks.

There exists no formal link between the STLT and the Madrid System for the International Registration of Marks. Whereas the Madrid system establishes an administrative system for the filing of international applications, the STLT harmonizes formal requirements contained in national or regional trademark laws. The adoption of streamlined procedures under the STLT, however, will facilitate the interaction of national or regional trademark systems with the Madrid system.

The STLT and the Trademark Law Treaty (TLT) constitute two separate international instruments on the same subject matter that may be ratified or acceded to independently. The STLT, however, is more comprehensive in scope. In contrast to the TLT, the STLT is not limited to visible marks and does not oblige Contracting Parties to accept communications to the national Trademark Office in paper form. Moreover, it provides for the recording of licenses and procedural relief measures, and creates an Assembly of the Contracting Parties.

For more information
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