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WIPO 1993

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INDUSTRIAL PROPERTY LAWS AND TREATIES

(INSERT)

Editor's Note

BELARUS

Patent Law	Text 2-001
Law on Trademarks and Service Marks	Text 3-001
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Notifications Concerning Treaties Administered by WIPO in the Field of Industrial Property

Patent Cooperation Treaty (PCT)

New Member of the PCT Union

CHINA

The Government of China deposited, on October 1, 1993, its instrument of accession to the Patent Cooperation Treaty (PCT), done at Washington on June 19, 1970.

The said Treaty will enter into force, with respect to China, on January 1, 1994.

PCT Notification No. 81, of October 1, 1993.

Normative Activities of WIPO in the Field of Industrial Property

Paris Union

Committee of Experts on the Harmonization of Laws for the Protection of Marks

Sixth Session
(Geneva, November 29 to December 10, 1993)

DRAFT TRADEMARK LAW TREATY

Introduction

The Committee of Experts on the Harmonization of Laws for the Protection of Marks (hereinafter referred to as the "Committee of Experts") has held

five sessions so far, the first in November/December 1989, the second in June 1990, the third in June 1992, the fourth in November 1992 and the fifth in June 1993.¹

¹ For notes on the first, second, third, fourth and fifth sessions, see *Industrial Property*, 1990, pp. 101 and 375, 1992, p. 244, and 1993, pp. 89 and 289, respectively.

The first two sessions considered a draft Treaty which, pursuant to WIPO's program for the 1990-91 biennium, contained provisions on substantive law.

The third session considered a draft Treaty which, pursuant to WIPO's program for the 1992-93 biennium as adopted by WIPO's Governing Bodies in September/October 1991 (see documents AB/XXII/2, Item 03(4), page 19, and AB/XXII/22, paragraphs 180 and 181), dealt with simplification of administrative procedures. The fourth session considered a revised version of the draft Treaty. The fifth session considered a further revised version of the draft Treaty which also included new provisions (draft Articles 2 (Marks to Which the Treaty Applies), 4 (Filing Date), 6 (Division of Application), 13 (Request for Renewal) and 16 to 28 dealing with administrative provisions and final clauses) and draft Regulations under the draft Treaty (including eight draft international Forms or documents).

The present document contains a revised version of the draft Treaty considered in the fifth session of the Committee of Experts and takes into account the discussions during that fifth session (see document HM/CE/V/4). As regards the name of the draft Treaty ("Draft Trademark Law Treaty") it will be decided at a later stage, when the final contents of the Treaty are known, whether the previous title ("Draft Treaty on the Simplification of Administrative Procedures Concerning Marks") is more appropriate and should be retained. It should be recalled that in the title "Trademark Law Treaty" the word "Trademark" should be understood as meaning "Marks," that is, marks for goods and marks for services.

A further document (HM/CE/VI/3) contains a revised version of the draft Regulations under the draft Treaty including nine draft International Forms.² In comparison with the previous draft Regulations, one additional Form has been prepared (Request for the Renewal of a Registration). Furthermore, the words "Standard International Forms" have been changed to "Model International Forms."

Differences between the text of the draft Treaty submitted to the fifth session (document HM/CE/V/2) and the text of the draft Treaty contained in the present document are highlighted as follows: (i) words which did not appear in document HM/CE/V/2 but appear in the present document in italics, whereas (ii) the fact that words which appeared in document HM/CE/V/2 but do not appear in the present document is indicated by the sign < - >. However, differences in the Notes³ are not highlighted.

² The revised draft Regulations, without the Forms, will be published in the November issue of this review.

³ The Notes are not reproduced.

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Article 1 Abbreviated Expressions

For the purposes of this Treaty, unless expressly stated otherwise:

- (i) "Office" means the agency entrusted by a Contracting Party with the registration of marks;
- (ii) "registration" means the registration of a mark by an Office;
- (iii) "application" means an application for registration;
- (iv) references to a "person" shall be construed as references to both a natural person and a legal entity;
- (v) "holder" means the person whom the register of marks shows as the holder of the registration;
- (vi) "register of marks" means the collection of data maintained by an Office, which includes the contents of all registrations and all data recorded in respect of all registrations, irrespective of the medium in which such data are stored;
- (vii) "Paris Convention" means the Paris Convention for the Protection of Industrial Property, signed at Paris on March 20, 1883, as revised and amended;
- (viii) "Nice Classification" means the classification established by the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks, signed at Nice on June 15, 1957, as revised and amended;

(ix) "Contracting Party" means any State or regional organization party to this Treaty;

(x) references to an "instrument of ratification" shall be construed as including references to instruments of acceptance and approval;

(xi) "Assembly" means the Assembly of the Contracting Parties that is referred to in Article 17;

(xii) "Union" means the Union referred to in Article 16;

(xiii) "Organization" means the World Intellectual Property Organization;

(xiv) "Director General" means the Director General of the Organization;

(xv) "Regulations" means the Regulations under this Treaty that are referred to in Article 19.

Article 2

Marks to Which the Treaty Applies

(1) [Nature of Marks] (a) This Treaty shall apply to marks consisting of visible signs, provided that only those Contracting Parties which accept for registration three-dimensional marks shall be obliged to apply this Treaty to such marks.

(b) This Treaty shall not apply to hologram marks and to marks not consisting of visible signs, in particular, sound marks and olfactory marks.

(2) [Kinds of Marks] (a) This Treaty shall apply to marks relating to goods (trademarks) or services (service marks) or both goods and services.

(b) This Treaty shall not apply to collective marks, certification marks and guarantee marks.

(c) Any Contracting Party may declare in its instrument of ratification of or accession to this Treaty that the provisions of Articles 1 to 15 shall not apply to associated marks or defensive marks or both associated marks and defensive marks.

Article 3

Application

(1) [Indications or Elements Contained in or Accompanying an Application; Fee] (a) Any Contracting Party may require that an application contain some or all of the following indications or elements:

(i) *a request for registration;*

(ii) the name and address of the applicant;

(iii) the name of a State of which the applicant is a national *if he is the national of any State*, the name of a State in which the applicant has his domicile, *if any*, and the name of a State in which the applicant has a real and effective industrial or commercial establishment, *if any*;

(iv) where the applicant is a legal entity, the nature of that legal entity and the State, or the terri-

torial unit within a State, under the law of which the said legal entity has been incorporated;

(v) the name and address of the representative, if any, of the applicant *or an address for service*;

(vi) where the applicant wishes to take advantage of the priority of an earlier application, a declaration claiming the priority of that earlier application, together with an indication

- of the name of the country with whose national Office the earlier application was filed, or, where the earlier application was filed with *an Office other than a national Office*, the name of that Office,

- of the date on which the earlier application was filed and

- where available, the application number of the earlier application;

(vii) where the applicant wishes to take advantage of *a temporary protection resulting from the presentation of goods and/or services in an exhibition*, a declaration *to that effect*, together with the *required indications in support of that declaration*;

(viii) where the applicant wishes that the mark be registered and published in *< - >* characters (*letters and numbers*) which are standard in the territory of the Contracting Party, a statement to that effect;

(ix) where the applicant wishes to claim color as a distinctive feature of the mark, a statement to that effect as well as the name or names of the color or colors claimed and an indication, in respect of each color, of the principal parts of the mark which are in that color; *< - >*

(x) where the mark is a three-dimensional mark, a statement to that effect;

(xi) *one or more reproductions of the mark, as prescribed in the Regulations*;

(xii) a transliteration or translation of the mark or of some parts of the mark, as prescribed in the Regulations;

(xiii) the names of the goods and/or services for which the registration is sought, grouped according to the classes of the Nice Classification, together with the number of the class of the said Classification to which each group of goods or services belongs;

(xiv) a signature by, or other self-identification of, the person specified in paragraph (4) and in the form specified in Article 8;

(xv) a declaration of intention to use the mark, as required by the law of the Contracting Party.

(b) The applicant may file, instead of or in addition to the declaration of intention to use the mark referred to in subparagraph (a)(xv), a declaration of actual use of the mark and evidence to that effect, as required by the law of the Contracting Party.

(c) Any Contracting Party may require that, in respect of the application, a fee be paid to the Office.

(2) [Presentation] As regards the requirements concerning the presentation of the application, no Contracting Party shall refuse the application,

(i) where the application is presented in writing on paper, if it is presented, subject to paragraph (3), on the application Form provided for in the Regulations,

(ii) where the Contracting Party allows the sending of communications to its Office by telecopier, if the paper copy resulting from such transmittal corresponds, subject to paragraph (3), to the application Form referred to in item (i),

(iii) where the Contracting Party allows the sending of communications to its Office by electronic means, if the communication is effected in the manner prescribed in the Regulations.

(3) [Language] Any Contracting Party may require that the application be in the official language, or in one of the official languages, of its Office.

(4) [Signature] (a) Any Contracting Party may require that the application be signed by the applicant or, at the option of the applicant, by his representative.

(b) Notwithstanding subparagraph <—> (a), any Contracting Party may require that the declarations referred to in paragraph (1)(a)(xv) and (b) be signed by the applicant himself even if he has a representative.

(5) [Single Application for Goods and/or Services in Several Classes] One and the same application may relate to several goods and/or services, irrespective of whether they belong to one class or to several classes of the Nice Classification.

(6) [Actual Use] Any Contracting Party may require that, where a declaration of intention to use has been filed under paragraph (1)(a)(xv), the applicant furnish to its Office within a time limit fixed in its law, subject to the minimum time limit prescribed in the Regulations, evidence of the actual use of the mark, as required by the said law.

(7) [Prohibition of Other Requirements] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (4) and (6) be complied with in respect of the application. In particular, the following may not be required in respect of the application throughout its pendency:

(i) the furnishing of any certificate of, or extract from, a register of commerce;

(ii) an indication of the applicant's carrying on of an industrial or commercial activity, as well as the furnishing of evidence to that effect;

(iii) an indication of the applicant's carrying on of an activity corresponding to the goods and/or services listed in the application, as well as the furnishing of evidence to that effect;

(iv) the furnishing of evidence to the effect that the mark has been registered in the register of marks of another Contracting Party or of a State party to the Paris Convention which is not a Contracting Party, except where the applicant claims the application of Article 6quinquies of the Paris Convention.

(8) [Evidence] Any Contracting Party may require that evidence be furnished to its Office in the course of the examination of the application where that Office may reasonably doubt the veracity of any indication or element contained in the application.

Article 4 **Representation;** **Address for Service**

(1) [Representatives Admitted to Practice] Any Contracting Party may require that any person appointed as representative for the purposes of any procedure before its Office be a representative admitted to practice before its Office.

(2) [Mandatory Representation; Address for Service] (a) Any Contracting Party may require that, for the purposes of any procedure before its Office, any person who has neither a domicile nor a real and effective industrial or commercial establishment on its territory be represented by a representative.

(b) Any Contracting Party may, to the extent that it does not require representation in accordance with subparagraph (a), require that, for the purposes of any procedure before its Office, any person who has neither a domicile nor a real and effective industrial or commercial establishment on its territory indicate an address for service on that territory in the application or in any other communication addressed to the said Office.

(3) [Presentation of the Power of Attorney] (a) Where a representative is appointed in respect of a given application, any Contracting Party may, except where the name and address of the representative are indicated in the application and the application is signed by the applicant himself, require that the appointment be made in a separate communication ("power of attorney") signed by the applicant himself, indicating the name and address of the representative and the application number of the application or, where the application number is not yet known, otherwise identifying that application as prescribed in the Regulations. Any Contracting Party may also require that the power of attorney, where it is submitted after the filing of the application, be submitted to its Office within the time limit fixed by the Contracting Party, subject to the minimum time limit prescribed in the Regulations. As regards the requirements concerning the presentation of the power of attorney, no Contracting Party shall refuse the effects of the power of attorney,

(i) where the power of attorney is presented in writing on paper, if it is presented, subject to paragraph (8), on the power of attorney Form provided for in the Regulations,

(ii) where the Contracting Party allows the sending of communications to its Office by telecopier, if the paper copy resulting from such transmittal corresponds, subject to paragraph (8), to the power of attorney Form referred to in item (i),

(iii) where the Contracting Party allows the sending of communications to its Office by electronic means, if the communication is effected in the manner prescribed in the Regulations.

(b) A single power of attorney shall be sufficient even where the representative is appointed in respect of more than one application, provided that, subject to paragraph (4), the said power of attorney indicates the application numbers of all applications concerned or, to the extent that the application number of an application is not yet known, otherwise identifies that application as prescribed in the Regulations.

(c) Subparagraphs (a) and (b) shall apply, *mutatis mutandis*, where a representative is appointed in respect of a registration or registrations or in respect of both an application or applications and a registration or registrations.

(4) [General Power of Attorney] (a) Where a representative is appointed in respect of all existing and future applications and/or registrations of the same person, each Contracting Party shall, subject to subparagraph (b), accept the communication in which the appointment is made ("general power of attorney") without the identification of any application and/or registration.

(b) Any Contracting Party which did not accept general powers of attorney prior to the date on which it became party to this Treaty or, where it made a reservation under Article 24(2) as to the application of subparagraph (a), prior to the date on which its reservation ceased to be effective, may require that the general power of attorney contain, or be accompanied by, a list of the application numbers of all the applications pending, and of the registration numbers of all the registrations still effective, of the person referred to in subparagraph (a), on the said date.

(c) Any Contracting Party may require that the general power of attorney be signed by the applicant himself and indicate the name and address of the representative. As regards the requirements concerning the presentation of the general power of attorney, no Contracting Party shall refuse the effects of the general power of attorney,

(i) where the general power of attorney is presented in writing on paper, if it is presented, subject to paragraph (8), on the general power of attorney Form provided for in the Regulations,

(ii) where the Contracting Party allows the sending of communications to its Office by telecopier, if the paper copy resulting from such transmittal corresponds, subject to paragraph (8), to the general power of attorney Form referred to in item (i),

(iii) where the Contracting Party allows the sending of communications to its Office by electronic means, if the communication is effected in the manner prescribed in the Regulations.

(5) [Termination of Appointment for Several Applications and/or Registrations] Where, in respect of several applications and/or registrations of the same person, the representative is the same, the appointment of that representative may be terminated in one and the same communication, signed by that person, provided that, except in the case of a general power of attorney, the same communication indicates the application numbers of the applications and/or the registration numbers of the registrations concerned or, where the application number of an application is not yet known, otherwise identifies that application as prescribed in the Regulations. < - >

(6) [Limitation of Appointment] (a) The applicant or the holder may limit the powers of a representative to certain acts.

(b) Where a limitation is made *subsequent* to the appointment, any Contracting Party may require that the limitation be made in a communication signed by the applicant or the holder himself. < - >

(c) Paragraph (5) shall apply, *mutatis mutandis*, to the termination of the limitation.

(7) [Sub-Representatives] (a) Each Contracting Party shall accept the appointment by a representative of one or more sub-representatives to represent the applicant or the holder as their representatives, where the applicant or the holder has expressly allowed such appointment in the communication appointing the representative or in a later communication signed by the applicant or the holder himself and submitted to the Office.

(b) The termination of the appointment of the representative shall entail the termination of the appointment of any sub-representative appointed under subparagraph (a).

(c) Any appointment of a sub-representative may be directly terminated by the applicant or the holder concerned.

(d) Any limitation of the powers of a representative shall be applicable to any sub-representatives appointed by that representative.

(e) Any Contracting Party may require that any sub-representative be a person admitted to practice before its Office.

(8) [Language] Any Contracting Party may require that any communication referred to in para-

graphs (1) to (7) be in the official language, or in one of the official languages of its Office.

(9) [Prohibition of Other Requirements] *No Contracting Party may demand that requirements other than those referred to in paragraphs (3) to (8) be complied with in respect of the matters dealt with in those paragraphs.*

(10) [Evidence] *Any Contracting Party may require that evidence be furnished to its Office where that Office may reasonably doubt the veracity of any indication contained in any communication referred to in paragraphs (1) to (7).*

Article 5 Filing Date

(1) [Permitted Requirements] *(a) Subject to subparagraph (b), a Contracting Party shall accord as the filing date of an application the date on which the Office received the following indications and elements in the language required under Article 3(3):*

(i) *an express or implicit indication that the registration of a mark is sought;*

(ii) *indications allowing the identity of the applicant to be established;*

(iii) *indications sufficient to contact the applicant or his representative, if any;*

(iv) *a reproduction of the mark whose registration is sought;*

(v) *the list of the goods and/or services for which the registration is sought;*

(vi) *where Article 3(1)(a)(xv) or (b) applies, the declaration referred to in Article 3(1)(a)(xv) or the declaration and evidence referred to in Article 3(1)(b), as required by the law of the Contracting Party, those declarations being, if so required by the said law, signed by the applicant even if he has a representative.*

(b) Any Contracting Party may accord as the filing date of the application the date on which the Office received only some, and not all, of the indications and elements referred to in subparagraph (a) or received them in a language other than the language required under Article 3(3).

(2) [Permitted Additional Requirement] *(a) A Contracting Party may provide that no filing date shall be accorded until the required fee is paid.*

(b) A Contracting Party may apply the requirement referred to in subparagraph (a) only if it applied such requirement at the time of becoming party to this Treaty.

(3) [Corrections and Time Limits] *The modalities of, and time limits for, corrections under paragraphs (1) and (2) shall be fixed in the Regulations.*

(4) [Prohibition of Other Requirements] *No Contracting Party may demand that requirements*

other than those referred to in paragraphs (1) and (2) <–> be complied with in respect of the filing date.

Article 6 Single Registration for Goods and/or Services in Several Classes

Where goods and/or services belonging to several classes of the Nice Classification have been included in one and the same application, such an application shall result in one and the same registration.

Article 7 Division of Application

Any application referring to several goods and/or services (the initial application) may be divided by the applicant into two or more applications (the divisional applications) by distributing among the latter the goods and/or services referred to in the initial application. The divisional applications shall preserve the filing date of the initial application and the benefit of the right of priority, if any.

Article 8 Signature and Other Means of Self-Identification

(1) [Communication on Paper] *Where a communication under this Treaty or the Regulations is on paper and a signature is required, any Contracting Party*

(i) shall, subject to item (iii), accept a handwritten signature,

(ii) shall be free to allow the use of other forms of signature, such as a printed or stamped signature, or the use of a seal, instead of a handwritten signature,

(iii) may, where the applicant, holder or representative is its national and has his address in its territory, require that a seal be used instead of a handwritten signature,

(iv) may, where a seal is used, require that the seal be accompanied by an indication in letters of the name of the signatory.

(2) [Communication by Telecopier] *(a) Where a Contracting Party allows the sending of communications to its Office by telecopier, it shall consider the communication signed if, on the printout produced by the telecopier, the reproduction of the signature, or the reproduction of the seal together with, where required under paragraph (1)(iv), the indication in letters of the name of the signatory, appears.*

(b) The Contracting Party referred to in subparagraph (a) may require that the paper whose repro-

duction was transmitted by telecopier be filed with its Office within a certain period, subject to the minimum period prescribed in the Regulations.

(3) [Communication by Electronic Means] Where a Contracting Party allows communication to its Office by electronic means rather than on paper or by telecopier, it shall consider the communication signed if the latter identifies the sender of the communication by electronic means as prescribed by it.

(4) [Prohibition of Requirement of Certification] No Contracting Party may require the attestation, notarization, authentication, legalization or other certification of any signature or other means of self-identification referred to in the preceding paragraphs, except, if the law of the Contracting Party so provides, where the signature <-> concerns the surrender of a registration.

Article 9

Classification of Goods and/or Services

(1) [Indications of Goods and/or Services] Each registration and each publication effected by an Office which concerns an application or registration and which indicates goods and/or services shall indicate those goods and/or services by their names, grouped according to the classes of the Nice Classification, together with the number of the class of the said Classification to which each group of goods or services belongs.

(2) [Goods and/or Services in the Same Class or in Several Classes] (a) *Goods or services may not be considered as being similar to each other on the ground that, in any registration or publication referred to in paragraph (1), they are in the same class of the Nice Classification.*

(b) *Goods and/or services may not be considered as being dissimilar to each other on the ground that, in any registration or publication referred to in paragraph (1), they are in several classes of the Nice Classification.*

Article 10

Changes in Names or Addresses

(1) [Changes in the Name or Address of the Holder] (a) Where there is no change in the person of the holder but there is a change in his name and/or address, each Contracting Party shall accept that the request for the recordal of the change by the Office in its register of marks be made in a communication signed by the holder or his representative and indicating the registration number of the registration concerned and the change to be recorded. As regards the requirements concerning the presentation

of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented, subject to subparagraph (b), on the request Form provided for in the Regulations,

(ii) *where* the Contracting Party allows the sending of communications to its Office by telecopier, if the paper copy resulting from such transmittal corresponds, subject to subparagraph (b), to the request Form referred to in item (i),

(iii) *where* the Contracting Party allows the sending of communications to its Office by electronic means, if the communication is effected in the manner prescribed in the Regulations.

(b) Any Contracting Party may require that the request be in the official language, or in one of the official languages, of its Office.

(c) Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

(d) A single request shall be sufficient even where the change relates to more than one registration, provided that the registration numbers of all registrations concerned are indicated in the request.

(2) [Change in the Name or Address of the Applicant] Paragraph (1) shall apply, *mutatis mutandis*, where the change concerns an application or applications or both an application or applications and a registration or registrations, provided that, where the application number of an application concerned is not yet known, the request otherwise identifies that application as prescribed in the Regulations.

(3) [Change in the Name or Address of the Representative] Paragraph (1) shall apply, *mutatis mutandis*, to any change in the name or address of the representative, if any, and to any change relating to the address for service, if any.

(4) [Prohibition of Other Requirements] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (3) be complied with in respect of the request referred to in this Article. In particular, the furnishing of any certificate concerning the change may not be required.

(5) [Evidence] Any Contracting Party may require that evidence be furnished to its Office where that Office may reasonably doubt the veracity of any indication contained in the request.

Article 11

Change in Ownership

(1) [Change in the Ownership of the Registration] (a) Where there is a change in the person of the holder, each Contracting Party shall accept that the

request for the recordal of the change by the Office in its register of marks be made in a communication signed by the holder or his representative or by the person who acquired the ownership (the "new owner") or his representative and indicating the registration number of the registration concerned and the change to be recorded. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented, subject to paragraph (2)(a), on the request Form provided for in the Regulations,

(ii) where the Contracting Party allows the sending of communications to its Office by telecopier, if the paper copy resulting from such transmittal corresponds, subject to paragraph (2)(a), to the request Form referred to in item (i),

(iii) where the Contracting Party allows the sending of communications to its Office by electronic means, if the communication is effected in the manner prescribed in the Regulations.

(b) Where the change in ownership results from a contract, any Contracting Party may require that the request be accompanied, at the option of the requesting party, by one of the following:

(i) a copy of the contract, *which copy may be required to be certified, by a notary public or any other competent public authority, as being in conformity with the original contract;*

(ii) an extract of the contract showing the change in ownership, *which extract may be required to be certified, by a notary public or any other competent public authority, as being a true extract of the contract;*

(iii) an *uncertified* certificate of transfer drawn up in the form and with the content as prescribed in the Regulations and signed by both the holder and the new owner;

(iv) an *uncertified* transfer document drawn up in the form and with the content as prescribed in the Regulations and signed by both the holder and the new owner.

(c) Where the change in ownership results from a merger, any Contracting Party may require that the request be accompanied by a copy of a document, *which document originates from the competent authority and evidences the merger, such as a copy of an extract from a register of commerce, and that that copy be certified, by the authority which issued the document or by a notary public or any other competent public authority, as being in conformity with the original document.*

(d) Where the change in ownership does not result from a contract or a merger but from another ground, for example, from operation of law or a court decision, any Contracting Party may require that the request be accompanied by a copy of a document evidencing the change *and that that copy*

be certified as being in conformity with the original document by the authority which issued the document or by a notary public or any other competent public authority.

(e) Any Contracting Party may require that the request show:

(i) the name and address of the holder;

(ii) the name and address of the new owner;

(iii) the name of a State of which the new owner is a national *if he is the national of any State*, the name of a State in which the new owner has his domicile, *if any*, and the name of a State in which the new owner has a real and effective industrial or commercial establishment, *if any*;

(iv) where the new owner is a legal entity, the nature of that legal entity and the State, or the territorial unit within a State, under the law of which the said legal entity has been incorporated.

(f) Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

(g) A single request shall be sufficient even where the change relates to more than one registration, provided that the holder and the new owner are the same for each registration and that the registration numbers of all registrations concerned are indicated in the request.

(h) *Where the change of ownership does not affect all the goods and/or services listed in the holder's registration, the Office shall create a separate registration for the goods and/or services in respect of which the ownership has changed.*

(2) [Language; Translation] (a) Any Contracting Party may require that the request, the certificate of transfer or the transfer document referred to in paragraph (1) be in the official language, or in one of the official languages, of its Office.

(b) Any Contracting Party may require that, if the documents referred to in paragraph (1)(b)(i) and (ii), (c) and (d) are not in the official language, or in one of the official languages, of its Office, the request be accompanied by a translation or a certified translation of the required document in the official language, or in one of the official languages, of its Office.

(3) [Change in the Ownership of the Application] Paragraphs (1) and (2) shall apply, *mutatis mutandis*, where the change in ownership concerns an application or applications, or both an application or applications and a registration or registrations, provided that, where the application number of an application concerned is not yet known, the request otherwise identifies that application as prescribed in the Regulations.

(4) [Prohibition of Other Requirements] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (3) <-> be complied with in respect of the request

referred to in this Article. In particular, the following may not be required:

(i) subject to paragraph (1)(c), the furnishing of any certificate of, or extract from, a register of commerce;

(ii) an indication of the new owner's carrying on of an industrial or commercial activity, as well as the furnishing of evidence to that effect;

(iii) an indication of the new owner's carrying on of an activity corresponding to the goods and/or services *affected by the change in ownership*, as well as the furnishing of evidence to either effect;

(iv) an indication that the holder transferred, entirely or in part, his business or the relevant goodwill to the new owner, as well as the furnishing of evidence to either effect.

(5) [Evidence] Any Contracting Party may require that evidence, or further evidence where paragraph (1)(c) or (d) applies, be furnished to its Office where that Office may reasonably doubt the veracity of any indication contained in the request or in any document referred to in the present Article.

Article 12 Correction of a Mistake

(1) [Correction of a Mistake in Respect of a Registration] (a) Each Contracting Party shall accept that the request for the correction of a mistake *which was made in the application or other request communicated to its Office and which mistake is reflected in its register of marks and/or any publication by its Office* be made in a communication signed by the holder or his representative and indicating the registration number of the registration concerned, the mistake to be corrected and the correction to be entered. As regards the requirements concerning the presentation of the request, no Contracting Party shall refuse the request,

(i) where the request is presented in writing on paper, if it is presented, subject to subparagraph (b), on the request Form provided for in the Regulations,

(ii) *where* the Contracting Party allows the sending of communications to its Office by telecopier, if the paper copy resulting from such transmittal corresponds, subject to subparagraph (b), to the request Form referred to in item (i),

(iii) *where* the Contracting Party allows the sending of communications to its Office by electronic means, if the communication is effected in the manner prescribed in the Regulations.

(b) Any Contracting Party may require that the request be in the official language, or in one of the official languages, of its Office.

(c) Any Contracting Party may require that, in respect of the request, a fee be paid to the Office.

(d) A single request shall be sufficient even where the correction relates to more than one registration of the same person, provided that the mistake and the requested correction are the same for each of them and that the registration numbers of all registrations concerned are indicated in the request.

(2) [Correction of a Mistake in Respect of Applications] Paragraph (1) shall apply, *mutatis mutandis*, where the mistake concerns an application or applications or both an application or applications and a registration or registrations, provided that, where the application number of an application concerned is not yet known, the request otherwise identifies that application as prescribed in the Regulations.

(3) [Prohibition of Other Requirements] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) and (2) be complied with in respect of the request referred to in this Article.

(4) [Evidence] Any Contracting Party may require that evidence be furnished to its Office where that Office may reasonably doubt the veracity of any indication contained in the request.

(5) [Uncorrectable Mistakes] No Contracting Party shall be obliged to apply paragraphs (1) and (2) to any mistake which cannot be corrected under its law.

Article 13 Duration and Renewal of Registration

(1) [Indications or Elements Contained in or Accompanying a Request for Renewal; Fee] (a) Any Contracting Party may require that *the renewal of a registration be subject to the filing of a request and that such request* contain some or all of the following indications or elements:

(i) *a petition for renewal;*

(ii) the name and address of the holder;

(iii) *the filing date or, at the option of the Contracting Party, the registration date and the registration number of the registration concerned;*

(iv) the name and address of the representative, if any, of the holder < - >;

(v) *where the Contracting Party allows the renewal of a registration to be made for some only of the goods and/or services which are recorded in the register of marks and such a renewal is requested, the names of the recorded goods and/or services for which the renewal is requested or the names of the recorded goods and/or services for which the renewal is not requested, grouped according to the classes of the Nice Classification, together with the number of the class of the said Classification to which each group of goods or services belongs;*

(vi) *where the Contracting Party requires, in connection with renewal, use of the mark which is the subject of the registration, evidence of use as required by that Contracting Party;*

(vii) *a signature by, or other self-identification of, the person specified in paragraph (4) and in the form specified in Article 8.*

(b) Any Contracting Party may require that, in respect of the request for renewal, a fee be paid to the Office. < – >

(c) *Any Contracting Party may require that the request for renewal be presented, and the fee referred to in subparagraph (b) be paid, to the Office within the period fixed by the law of the Contracting Party, subject to the minimum periods prescribed in the Regulations.*

(2) [Presentation] *As regards the requirements concerning the presentation of the request for renewal, no Contracting Party shall refuse the request,*

(i) *where the request is presented in writing on paper, if it is presented, subject to paragraph (3), on the request Form provided for in the Regulations,*

(ii) *where the Contracting Party allows the sending of communications to its Office by telecopier, if the paper copy resulting from such transmittal corresponds, subject to paragraph (3), to the request Form referred to in item (i),*

(iii) *where the Contracting Party allows the sending of communications to its Office by electronic means, if the communication is effected in the manner prescribed in the Regulations.*

(3) [Language] (a) Any Contracting Party may require that the request for renewal be in the official language, or in one of the official languages, of its Office.

(b) Any Contracting Party may require that the evidence of use referred to in paragraph (1)(a)(vi) be in the official language, or in one of the official languages, of its Office or that the request for renewal be accompanied by a translation or a certified translation of the evidence in the official language, or in one of the official languages, of its Office.

(4) [Signature] *Any Contracting Party may require that the request for renewal be signed by the holder or, at the option of the holder, by his representative.*

(5) [Prohibition of Other Requirements] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (4) be complied with in respect of a request for renewal. In particular, the following may not be required:

(i) *any reproduction or other identification of the mark;*

(ii) *the furnishing of evidence to the effect that the mark has been registered, or that its registration*

has been renewed, in the register of marks of any other Contracting Party.

(6) [Evidence] Any Contracting Party may require that evidence or, where applicable, further evidence, be furnished to its Office in the course of the examination of the request for renewal where that Office may reasonably doubt the veracity of any indication or element contained in the request for renewal.

(7) [Prohibition of Substantive Examination] No Office of a Contracting Party may, for the purposes of effecting the renewal, examine < – > the registration *as to substance.*

(8) [Duration < – >] Each Contracting Party shall provide for the duration of the initial period of the registration and for the duration of the renewal periods, as prescribed in the Regulations.

[(9) [Limitation of Allowed Requirements After a Transitional Period] Each Contracting Party shall, within a period of [three] [five] years following the date on which it becomes bound by this Treaty, amend its law so that the requirements in respect of a request for renewal of a registration be limited to those referred to in paragraph (1)(a)(i), (iii), (v), (b) and (c), paragraph (2) and paragraph (3)(a).]

Article 14

Observations in Case of Intended Refusal

An application or a request under Articles 10 to 13 may not be refused totally or in part by an Office without giving the applicant or the *requesting party*, as the case may be, an opportunity to make observations on the intended refusal within a reasonable time limit.

Article 15

Service Marks

The *Contracting Parties* shall apply the provisions of the Paris Convention which concern trademarks < – > to service marks.

Article 16

Establishment of a Union

The Contracting Parties of this Treaty constitute a Union for the purposes of this Treaty.

Article 17

Assembly

(1) [Composition] (a) The Union shall have an Assembly consisting of the Contracting Parties.

(b) Each Contracting Party shall be represented by one delegate, who may be assisted by alternate delegates, advisors and experts.

(c) The Union shall not bear the expenses of the participation of any delegation in any session of the Assembly.

(2) [Tasks] (a) The Assembly shall:

(i) deal with all matters concerning the maintenance and development of the Union and the implementation of this Treaty;

(ii) modify *certain provisions* of this Treaty in accordance with Article 20(2);

(iii) exercise such rights and perform such tasks as are specifically conferred upon it or assigned to it under this Treaty;

(iv) give directions to the Director General concerning the preparations for any conference referred to in Article 20(1) or Article 21 and decide the convocation of any such conference;

(v) review and approve the reports and activities of the Director General concerning the Union, and give him all necessary instructions concerning matters within the competence of the Union;

(vi) establish such committees and working groups as it deems appropriate to achieve the objectives of the Union;

(vii) determine which States and intergovernmental organizations, other than Contracting Parties, and which non-governmental organizations shall be admitted to its meetings as observers;

(viii) take any other appropriate action designed to further the objectives of the Union and perform such other functions as are appropriate under this Treaty.

(b) With respect to matters which are of interest also to other Unions administered by the Organization, the Assembly shall make its decisions after having heard the advice of the Coordination Committee of the Organization.

(3) [Representation] A delegate may represent one Contracting Party only.

(4) [Voting] (a) Each Contracting Party that is a State shall have one vote and shall vote only in its own name.

(b) Any *regional* organization referred to in Article 22(1)(ii) that is a Contracting Party may exercise the right to vote of its member States that are Contracting Parties and are present at the time of voting. The *regional* organization may not, in a given vote, exercise the right to vote if any of its member States participates in the vote or expressly abstains.

(c) *No Contracting Party shall have the right to vote on questions concerning matters in respect of which it has made a reservation under Article 24. The right to vote shall come into existence when the relevant reservation loses its effect.*

(5) [Quorum] (a) One-half of the Contracting Parties that have the right to vote shall constitute a quorum, provided that, for the purposes of determining whether there is a quorum in respect of any question concerning any matter on which a declaration under Article 24 has been made, any Contracting Party not having the right to vote on that question shall not be counted.

(b) In the absence of the quorum, the Assembly may make decisions but, with the exception of decisions concerning its own procedure, all such decisions shall take effect only if the quorum and the required majority are attained through voting by correspondence.

(6) [Majorities] (a) Subject to Articles 19(2)(b) and (3) and 20(2), the decisions of the Assembly shall require a majority of the votes cast.

(b) Abstentions shall not be considered as votes.

(7) [Sessions] (a) The Assembly shall meet once in every second calendar year in ordinary session upon convocation by the Director General and, in the absence of exceptional circumstances, during the same period and at the same place as the General Assembly of the Organization.

(b) The Assembly shall meet in extraordinary session upon convocation by the Director General, either at the request of one-fourth of the Contracting Parties or on the Director General's own initiative.

(8) [Rules of Procedure] The Assembly shall adopt its own rules of procedure.

Article 18

International Bureau

(1) [Tasks] The International Bureau of the Organization shall:

(i) perform the administrative tasks concerning the Union, as well as any tasks specifically assigned to it by the Assembly;

(ii) provide the secretariat of the conferences referred to in Articles 20(1) and 21, of the Assembly, of the committees and working groups established by the Assembly, and of any other meeting convened by the Director General under the aegis of the Union.

(2) [Director General] The Director General shall be the chief executive of the Union and shall represent the Union.

(3) [Meetings Other Than Sessions of the Assembly] The Director General shall convene any committee and working group established by the Assembly and all other meetings dealing with matters of concern to the Union.

(4) [Role of the International Bureau in the Assembly and Other Meetings] (a) The Director

General and any staff member designated by him shall participate, without the right to vote, in all meetings of the Assembly, the committees and working groups established by the Assembly, and any other meetings convened by the Director General under the aegis of the Union.

(b) The Director General or a staff member designated by him shall be *ex officio* secretary of the Assembly, and of the committees, working groups and other meetings referred to in subparagraph (a).

(5) [Conferences] (a) The Director General shall, in accordance with the directions of the Assembly, make the preparations for any conference referred to in Article 20(1) or Article 21.

(b) The Director General may consult with inter-governmental and international and national non-governmental organizations concerning the said preparations.

(c) The Director General and staff members designated by him shall take part, without the right to vote, in the discussions at any conference referred to in subparagraph (a).

(d) The Director General or a staff member designated by him shall be *ex officio* secretary of any conference referred to in subparagraph (a).

Article 19 Regulations

(1) [Content] (a) The Regulations annexed to this Treaty provide rules concerning

(i) matters which this Treaty expressly provides to be "prescribed in the Regulations";

(ii) any details useful in the implementation of the provisions of this Treaty;

(iii) any administrative requirements, matters or procedures.

(b) *The Regulations also contain the forms.*

(2) [Amending the Regulations] (a) The Assembly may amend the Regulations.

(b) Subject to paragraph (3), any amendment of the Regulations shall require three-fourths of the votes cast.

(3) [Requirement of Unanimity] (a) The Regulations may specify rules which may be amended only by unanimous consent.

(b) Exclusion, for the future, of any rule designated as requiring unanimous consent for amendment from such requirement shall require unanimous consent.

(c) Inclusion, for the future, of the requirement of unanimous consent for the amendment of any rule shall require unanimous consent.

(4) [Conflict Between the Treaty and the Regulations] In the case of conflict between the provisions

of this Treaty and those of the Regulations, the former shall prevail.

Article 20 Revision and Modification

(1) [Revision] This Treaty may be revised by a conference of the Contracting Parties.

(2) [Modification] With the exception of Articles 2, 15, 16 and 19 to 27, the provisions of this Treaty may be modified by a decision of the Assembly, provided that no Contracting Party votes against the modification.

(3) [Limits] *No revision and no modification effected under paragraphs (1) and (2) may contain provisions that would diminish the rights and advantages provided for by this Treaty to applicants, holders and representatives.*

Article 21 Protocols

(1) [Adoption of Protocols] For the purposes of further developing the harmonization of laws on marks, protocols may be adopted by a conference of the Contracting Parties, provided that the provisions of any such protocol shall not *diminish the rights and advantages provided by this Treaty to applicants, holders and representatives.*

(2) [Becoming Party to a Protocol] Only Contracting Parties may become party to any protocol adopted under paragraph (1).

Article 22 Becoming Party to the Treaty

(1) [Eligibility] The following *entities* may sign and, subject to paragraphs (2) and (3) and Article 23, become party to this Treaty:

(i) any State <—> party to the Paris Convention in <—> respect of which marks may be registered with its own Office <—>;

(ii) any regional intergovernmental organization or regional economic integration organization (both referred to hereinafter as "regional organization") <—> which maintains a regional Office in which marks may be registered with effect in all its member States, provided that all those States are party to the Paris Convention;

(iii) any State <—> party to the Paris Convention in respect of which marks may be registered only through the Office of another specified State that is a party to the Paris Convention;

(iv) any State <-> party to the Paris Convention in <-> respect of which marks may be registered *only through the regional Office maintained by a regional organization of which that State is a member*;

(v) any State <-> party to the Paris Convention in <-> respect of which marks may be registered *only through an Office common to a group of States party to the Paris Convention*.

(2) [Ratification or Accession] Any entity referred to in paragraph (1) may deposit

(i) <-> an instrument of ratification, if it has signed this Treaty,

(ii) <-> an instrument of accession, if it has not signed this Treaty.

(3) [Effective Date of Deposit] (a) Subject to subparagraph (b), the effective date of the deposit of an instrument of ratification or accession shall be,

(i) in the case of a State referred to in paragraph (1)(i), the date on which the instrument of that State is deposited;

(ii) in the case of a regional organization, the date on which the following condition is fulfilled: the instrument of the regional organization has been deposited and the instruments of all the regional organization's member States have been deposited;

(iii) in the case of a State referred to in paragraph (1)(iii), the date on which the following condition is fulfilled: the instrument of that State has been deposited and the instrument of the other, specified State has been deposited;

(iv) in the case of a State referred to in paragraph (1)(iv), the date applicable under (ii), above;

(v) in the case of a State member of a group of States referred to in paragraph (1)(v), the date on which the instruments of all the States members of the group have been deposited.

(b) Any instrument of ratification or accession (hereinafter referred to as "instrument") of a State may be accompanied by a declaration making it a condition to its being considered as deposited that the instrument of one other State or one regional organization, or the instruments of two other States, or the instruments of one other State and one regional organization, specified by name and eligible to become party to this Treaty, is or are also deposited. The instrument containing such a declaration shall be considered to have been deposited on the day on which the condition indicated in the declaration is fulfilled. However, when the deposit of any instrument specified in the declaration is, itself, accompanied by a declaration of the said kind, that instrument shall be considered as deposited on the day on which the condition specified in the latter declaration is fulfilled.

(c) Any declaration made under paragraph (b) may be withdrawn, in its entirety or in part, at any

time. Any such withdrawal shall become effective on the date on which the notification of withdrawal is received by the Director General.

Article 23

Effective Date of Ratifications and Accessions

(1) [Instruments to Be Taken Into Consideration] For the purposes of this Article, only instruments of ratification or accession that are deposited by entities referred to in Article 22(1) and that have an effective date according to Article 22(3) shall be taken into consideration.

(2) [Entry Into Force of the Treaty] This Treaty shall enter into force three months after five entities have deposited their instruments of ratification or accession.

(3) [Entry Into Force of Ratifications and Accessions] Subsequent to the Entry Into Force of the Treaty] Any entity not covered by paragraph (2) shall become bound by this Treaty three months after the date on which it has deposited its instrument of ratification or accession.

Article 24

Reservations

(1) [Single Application <-> for Goods and Services in Several Classes] (a) Any State or regional organization may, through a reservation according to paragraph (3), declare that, notwithstanding the provisions of Article 3(5) <->, an application may be filed with its Office only in respect of goods or services which belong to one class of the Nice Classification.

(b) Any reservation under subparagraph (a) shall lose its effect at the end of the [third] [fifth] calendar year following the date on which the Contracting Party concerned becomes bound by this Treaty.

(2) [General Power of Attorney] (a) Any State or regional organization may, through a reservation according to paragraph (3), declare that, notwithstanding the provisions of Article 4(4), the appointment of a representative made with its Office may not be made through a general power of attorney.

(b) Any reservation under subparagraph (a) shall lose its effect at the end of the second calendar year following the date on which the Contracting Party concerned becomes bound by this Treaty.

(3) [Possibility of Making Reservations] (a) Any reservation under paragraph (1) or (2) shall be made in a declaration accompanying the instrument of ratification of, or accession to, this Treaty of the State or regional organization concerned and may be made only if the said instrument is deposited not later than

the end of the eighth calendar year after the year in which this Treaty has been adopted.

(b) No reservations to this Treaty other than the reservation allowed under paragraphs (1) and (2) are permitted.

Article 25 **Denunciation of the Treaty**

(1) [Notification] Any Contracting Party may denounce this Treaty by notification addressed to the Director General.

(2) [Effective Date] Denunciation shall take effect one year from the date on which the Director General has received the notification. It shall not affect the application of this Treaty to any application pending or any mark registered in respect of the denouncing Contracting Party at the time of the expiration of the said one-year period.

Article 26 **Languages of the Treaty; Signature**

(1) [Original Texts; Official Texts] (a) This Treaty shall be signed in a single original in the English, Arabic, Chinese, French, Russian and Spanish languages, all texts being equally authentic.

(b) Official texts shall be established by the Director General, after consultation with the interested Governments, in such other languages as the Assembly may designate.

(2) [Time Limit for Signature] This Treaty shall remain open for signature at the headquarters of the Organization for one year after its adoption.

Article 27 **Depositary**

The Director General shall be the depositary of this Treaty.

Registration Systems Administered by WIPO

Patent Cooperation Treaty (PCT)

Training and Promotion Meetings With PCT Users

Australia. In July 1993, a WIPO official spoke at two seminars on the PCT organized by the Institute of Patent Attorneys of Australia, the first in Melbourne, which was attended by 80 local patent attorneys, and the second in Sydney, which was attended by some 70 local patent attorneys.

The same WIPO official also had discussions on the PCT with officials of the Australian Industrial Property Organization (AIPO) in Canberra.

Chile. In July 1993, an official of the Industrial Property Department had discussions with WIPO officials in Geneva on Chile's possible accession to

the PCT and the preparation of implementing legislation to that effect.

Indonesia. In July 1993, a WIPO official had discussions on the PCT with officials of the Directorate General of Copyrights, Patents and Trademarks in Jakarta.

United States of America. In July 1993, two WIPO officials visited an enterprise in Rochester (New York) to explain the PCT and the advantages of its use to employees of that enterprise.

Also in July 1993, one of the two above-mentioned WIPO officials had discussions on PCT procedures with officials of the United States Patent and Trademark Office (USPTO) in Washington, D.C.

Computerization Activities

In July 1993, WIPO and the European Patent Office (EPO) signed a cooperation agreement concerning the publication and dissemination of patent information contained in CD-ROMs. The agreement applies to the following series of CD-ROMs: ESPACE-WORLD (containing facsimile images of PCT pamphlets and bibliographic data, coded and searchable), ESPACE-FIRST (containing facsimile images of first pages of published European patent applications and PCT pamphlets, as well as the corresponding bibliographic data, coded and searchable) and ESPACE-ACCESS (containing the bibliographic data of European patent applications and PCT pamphlets published since 1978, the titles

and abstracts in English (and of the PCT pamphlets in French), coded and searchable). The agreement provides that the production and distribution of those CD-ROMs will be undertaken by the EPO in agreement with WIPO.

Also in July 1993, a WIPO official participated in a working session on the EASY (*Electronic Application SYstem*) project for the electronic filing of patent applications held at the USPTO in Washington, D.C.

Also in July 1993, two officials from the United Kingdom Patent Office visited WIPO to install the first elements of a system developed by that Office for the printing of *ad hoc* orders for PCT pamphlets from ESPACE CD-ROMs and the printing of invoices.

Madrid Union

Computerization Activities

In July 1993, a WIPO official visited the German Patent Office in Munich to discuss a ROMARIN-type CD-ROM which would be prepared for German trademarks.

In July 1993, three WIPO officials had discussions in Newport (United Kingdom) with officials of

the United Kingdom Patent Office, the Canadian Intellectual Property Office (CIPO) and the USPTO on cooperation between WIPO and those Offices in the exchange of electronic data under the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks (Madrid Protocol).

Activities of WIPO in the Field of Industrial Property Specially Designed for Developing Countries

Africa

Training Courses, Seminars and Meetings

WIPO Subregional Seminar on Industrial Property for the African Portuguese-Speaking Countries (Mozambique). From July 20 to 22, 1993, WIPO organized in Maputo, in cooperation with the

Government of Mozambique and with the assistance of the Government of Sweden, a Subregional Seminar on Industrial Property for the African Portuguese-Speaking Countries. The Seminar was attended by two government officials from the industrial property offices of each of the following coun-

tries: Angola, Cape Verde, Guinea-Bissau, Sao Tome and Principe. In addition, over 30 participants from government agencies, semi-public organizations, the Chamber of Commerce and other business associations as well as from the private sector also attended the Seminar. Four WIPO consultants from Brazil, Portugal, Sweden and the European Patent Office (EPO), two government officials from Portugal and two WIPO officials presented papers at the Seminar.

WIPO African Subregional Introductory Course on Industrial Property (Namibia). From July 27 to August 5, 1993, WIPO organized in Windhoek, in cooperation with the Government of Namibia and with the assistance of the Government of Sweden, an African Subregional Introductory Course on Industrial Property. The Course was attended by 13 government officials from Botswana, Ethiopia, the Gambia, Ghana, Kenya, Lesotho, Nigeria, Swaziland, Uganda, the United Republic of Tanzania, Zambia, Zimbabwe, an official from the International Federation of Inventors' Associations (IFIA) and four government officials from Namibia.

Papers were presented by six WIPO consultants from Ghana, the Netherlands, Sweden, the EPO and the African Regional Industrial Property Organization (ARIPO) and two WIPO officials.

Assistance With Training, Legislation and Modernization of Administration

Lesotho. In July 1993, the International Bureau prepared and sent to the government authorities, at

their request, comments on the Industrial Property (Amendment) Order, 1993.

Mozambique. In July 1993, two WIPO officials had consultations in Maputo with government and United Nations Development Programme (UNDP) officials regarding possible ways and means of modernizing the industrial property system of Mozambique.

Namibia. In July 1993, two WIPO officials held discussions with government officials in Windhoek on the strengthening of cooperation between Namibia and WIPO.

In late July and early August 1993, a WIPO consultant from the Netherlands undertook a mission to the Registry of Companies, Trade Marks, Patents and Designs in Windhoek to assist in the streamlining of its trademark registration procedures.

United Republic of Tanzania. In July 1993, at the request of the government authorities, the International Bureau prepared comments on the draft regulations under the Patents Act 1987 for discussion during the visit of a WIPO mission scheduled for the following month.

African Regional Industrial Property Organization (ARIPO). In July 1993, WIPO organized a study visit for an ARIPO official to the Benelux Trademark Office (BBM) in The Hague, to study the administration of a regional trademark system, and to WIPO in Geneva, to study the legal and administrative aspects of the Patent Cooperation Treaty (PCT).

Arab Countries

Assistance With Training, Legislation and Modernization of Administration

Algeria. In July 1993, Mr. Mohammed Salah Bouzeriba, Director General of the Algerian Institute for Standardization and Industrial Property (INAPI), discussed with WIPO officials in Geneva Algeria's possible accession to the PCT.

Egypt. In July 1993, Mr. Fattouh Abdel Gelil Hamed, President of the Patent Office, visited WIPO and discussed with WIPO officials cooperation activities as well as Egypt's possible accession to the PCT.

Lebanon. In July 1993, a WIPO official undertook a mission to Beirut and discussed with government and UNDP officials the restructuring of the industrial property system of the country, starting with the preparation of draft industrial property

legislation covering patents, trademarks and industrial designs.

Morocco. In July 1993, an official from the Moroccan Industrial Property Office visited WIPO and reviewed with WIPO officials the activities undertaken in 1993 under the UNDP-financed country project on the modernization of the industrial property system.

Syria. In July 1993, a WIPO official undertook a mission to Damascus and discussed with government officials the organization, in 1994, of a national industrial property seminar in Damascus, as well as Syria's possible accession to the Stockholm Act of the Paris Convention for the Protection of Industrial Property and to the Convention Establishing the World Intellectual Property Organization (WIPO Convention).

Asia and the Pacific

Training Courses, Seminars and Meetings

WIPO Fourth High-Level Meeting of Government Officials of South Pacific Countries on Cooperation in the Field of Intellectual Property (Fiji). From July 12 to 14, 1993, WIPO organized in Suva, in cooperation with the Government of Fiji, the WIPO Fourth High-Level Meeting of Government Officials of South Pacific Countries on Cooperation in the Field of Intellectual Property. The Meeting was opened by Mr. Kelemedi Bulewa, Attorney-General and Minister of Justice. The purpose of the Meeting was to exchange experience and information on legislation, administration and international cooperation in the fields of industrial property, technology transfer and copyright. Eleven government officials from six countries of the South Pacific region (Federated States of Micronesia, Papua New Guinea, Samoa, Solomon Islands, Tonga, Vanuatu) and eight government officials from Fiji also participated in the Meeting. In addition, five officials from the South Pacific Forum secretariat, the Copyright Council of New Zealand and the University of the South Pacific also participated as observers. Papers were presented by two WIPO consultants from Australia and the United Kingdom and by three WIPO officials. Country papers giving the present status of intellectual property protection were presented by representatives of each of the above-mentioned participating countries. The participants in the Meeting concluded that the strengthening of the intellectual property system would greatly contribute to the technological, economic, cultural and social development of the countries of the region and expressed their interest in cooperating with WIPO, in particular in the establishment and updating of national intellectual property legislation.

Assistance With Training, Legislation and Modernization of Administration

Bangladesh. In July 1993, a WIPO consultant from the EPO undertook a mission to Dhaka and Chittagong to provide advice on the use of patent documentation to the staff of the Department of Patents, Designs and Trade Marks and users of the patent system and to assist in promoting the use of that documentation by research and development institutions, enterprises and other potential users. The

mission was organized under the UNDP-financed country project for the strengthening of the industrial property system of Bangladesh.

Bhutan. In July 1993, at the invitation of the Government of Bhutan, two WIPO officials undertook the first WIPO mission to Thimphu. The mission had discussions with ministers and other government and UNDP officials, as well as with representatives of the private sector, on the advantages of establishing a legal and administrative system for the protection of intellectual property rights in Bhutan and of possible WIPO assistance. The mission also discussed Bhutan's possible accession to the WIPO Convention and other WIPO-administered treaties.

Also in July 1993, at the request of the government authorities and following the above-mentioned mission, the International Bureau prepared and sent to them a draft industrial property law and a draft law on copyright and neighboring rights.

China. In May and July 1993, a WIPO official visited Beijing to discuss with government officials the preparation and printing of a publication commemorating the 20th anniversary of cooperation between China and WIPO.

Fiji. In July 1993, three WIPO officials and a WIPO consultant from Australia held discussions in Suva with government and UNDP officials and representatives of the private sector on the upgrading of the intellectual property legislation and administration of Fiji to promote, in particular, technology transfer and research and development activities. Copyright questions were also discussed. The mission was partly funded by the UNDP-financed intercountry project.

Japan. In July 1993, two government officials from the Japanese Patent Office (JPO) had discussions with WIPO officials in Geneva on the plan of activities to be implemented under the Japanese funds-in-trust agreement for the year 1993-94. The agreement was signed in the same month.

Philippines. In July 1993, the International Bureau prepared and sent to the government authorities, at their request, proposals for amending the trademark legislation.

Latin America and the Caribbean

Assistance With Training, Legislation and Modernization of Administration

Argentina. In July 1993, a WIPO consultant from Chile visited the Directorate of Technology, Quality and Industrial Property in Buenos Aires to advise on the further development of the computerized system for industrial property administration. The mission was financed under the UNDP-financed regional project.

Costa Rica. In July 1993, a WIPO consultant from Spain visited the Intellectual Property Registry in San José to provide training in the examination of trademark applications.

Dominican Republic. In July 1993, Mr. Neilson Acosta Figueroa, Director of the Industrial Property and Commercial Registry, had discussions with WIPO officials in Geneva on a proposed new industrial property law on the basis of a draft prepared by the International Bureau earlier in 1993.

Peru. In July 1993, a WIPO official had discussions with government officials in Lima on the strengthening of cooperation between the National Institute for the Defense of Competition and Intellectual Property Protection (INDECOPI) and WIPO, Peru's accession to the Paris Convention and plant variety protection.

Trinidad and Tobago. In July 1993, a WIPO official undertook a mission to Port of Spain to advise government officials and members of the special committee established to review the Patents Bill on the modernization of the patent legislation.

Uruguay. In July 1993, a WIPO official undertook a mission to Montevideo to discuss with government officials the work plan of the new technical cooperation project signed in June 1993 between WIPO and the Government of Uruguay. That project was part of the Sectoral Investment

Program agreed between the Government of Uruguay and the Inter-American Development Bank (IDB). The project provides for a number of activities aimed at modernizing the industrial property legislation, strengthening the pertinent administration, promoting the teaching of industrial property in universities and the use of industrial property by interested circles.

Also in July 1993, a WIPO consultant from Chile visited the National Directorate of Industrial Property in Montevideo to advise on the further implementation of a computerized system for the operations of the Directorate. The mission was organized in the context of the above-mentioned project.

Venezuela. In July 1993, a WIPO consultant from Chile visited the Industrial Property Registry in Caracas to advise on the further development of a computerized system for storing, searching and retrieving figurative trademarks. The mission was financed under the UNDP-financed regional project.

Andean Countries. In July 1993, at the invitation of the Board of the Cartagena Agreement (JUNAC), a WIPO official participated in the 7th Meeting of Government Experts of the Andean Countries on Industrial Property held in Lima. The purpose of the Meeting was to conclude the discussions on a draft Decision to replace Decision 313 (dealing with industrial property) and to continue discussions on a draft new Decision on the protection of plant varieties.

Computerization Activities

In July 1993, a WIPO official undertook a mission to the Legal and Technical Documentation Bureau of the National Institute of Industrial Property (INPI) of France, in Paris, to obtain information on INPI's data base containing legal decisions in the fields of patents and trademarks, as well as to discuss possible cooperation between INPI and WIPO in assisting Latin American countries interested in developing a similar data base.

WIPO Medals

In July 1993, two WIPO medals were awarded to the winners of the best invention and best student

invention at the 4th Annual Technology Fair and National Contest in Manila.

Activities of WIPO in the Field of Industrial Property Specially Designed for Countries in Transition to Market Economy

Regional Activities

WIPO International Symposium on the New Patent Law and the Role of Patent Information for the Development of Business in Bulgaria (Bulgaria). From July 14 to 17, 1993, WIPO organized the above-mentioned Symposium in Plovdiv, in cooperation with the Government of Bulgaria and with the assistance of the United Nations Development Programme (UNDP). Fifty-one participants from the public and private sectors of the following countries, namely, Bulgaria, the Czech Republic, Greece, the Republic of Moldova, Romania, Slovenia, the former Yugoslav Republic of Macedonia and Turkey, attended the Symposium. Papers were presented by a WIPO consultant from Sweden and by a WIPO official who also gave a demonstration of CD-ROM patent searches.

Interstate Council for the Protection of Industrial Property. In July 1993, Mr. Valery Petrov, Chairman of the Interstate Council on the Protection of Industrial Property and of the State Patent Office of Ukraine, Mr. Vitaly Rassokhin, Chairman of the Committee for Patents and Trademarks of the

Russian Federation (ROSPATENT), and Mr. Viktor Blinnikov, President of the Interstate Office on the Protection of Industrial Property and First Deputy Chairman of ROSPATENT, had discussions with the Director General and other WIPO officials in Geneva on the draft Convention on the Interstate Protection of Industrial Property.

National Activities

Slovakia. In July 1993, an official of the Ministry for Foreign Affairs had discussions with WIPO officials in Geneva on cooperation between Slovakia and WIPO in the field of industrial property.

The former Yugoslav Republic of Macedonia. In July 1993, Mrs. Sofija Todorova, Minister of Development, Mr. Vladimir Ortakovski, Vice-Minister of Science, and two other government officials had discussions with the Director General and other WIPO officials in Geneva on the protection of intellectual property of that country and its possible continued application of the effect of certain WIPO-administered treaties.

Other Contacts of the International Bureau of WIPO with Governments and International Organizations in the Field of Industrial Property

National Contacts

Germany. In July 1993, Mrs. Antje Sedemund-Treiber, President of the Federal Patent Court, visited the headquarters of WIPO where she had

discussions with the Director General and other WIPO officials on cooperation between Germany and WIPO, in particular in respect of WIPO's training programs for judges in the field of industrial property.

United States of America. In July 1993, Mr. Don Abelson, Assistant United States Trade Representative for Intellectual Property, Investment and Services, had discussions with the Director General and other WIPO officials in Geneva on intellectual property matters of mutual interest.

United Nations

United Nations Consultative Committee on Administrative Questions (Personnel and General Administrative Questions (CCAQ(PER))). In July 1993, a WIPO official attended the 79th session of CCAQ(PER) held in Vienna.

United Nations Consultative Committee on Program and Operational Questions (CCPOQ). In July 1993, a WIPO official attended the CCPOQ Working Group on the Resident Coordinator System in Geneva.

United Nations Economic and Social Council (ECOSOC). In July 1993, two WIPO officials attended the regular session of ECOSOC in Geneva.

Joint United Nations Information Committee (JUNIC). In July 1993, two WIPO officials attended the 19th session of JUNIC, held in London.

United Nations Inter-Agency Meeting on Social Development. In July 1993, a WIPO official attended an inter-agency meeting on social development held in Geneva. The purpose of that meeting was to review the state of preparations for the 1995 World Social Summit.

International Civil Service Commission (ICSC). In July 1993, two WIPO officials attended the 38th session of the ICSC, held in Vienna.

Intergovernmental Organizations

General Agreement on Tariffs and Trade (GATT). In July 1993, 25 GATT trainees who were government officials from European countries in transition to a market economy visited WIPO and were briefed

by WIPO officials on WIPO's activities and intellectual property in general.

International Union for the Protection of New Varieties of Plants (UPOV). In July 1993, a WIPO official attended a meeting of an *ad hoc* group of the UPOV Technical Working Party on Automation and Computer Programs held in Geneva and made a presentation of WIPO's CD-ROM products containing industrial property information.

United Nations Development Programme (UNDP). In July 1993, WIPO hosted, in Geneva, a meeting between UNDP and the so-called UN smaller technical agencies on mutual cooperation between UNDP and these agencies. Besides WIPO, the following agencies were represented: International Civil Aviation Organization (ICAO), International Maritime Organization (IMO), International Telecommunication Union (ITU), International Trade Centre (ITC), United Nations Centre for Human Settlements (UNCHS) (Habitat), United Nations Conference on Trade and Development (UNCTAD), Universal Postal Union (UPU), World Meteorological Organization (WMO). The agencies expressed general concern at the decline of UNDP-financed allocations and support for their development cooperation activities, and discussed UNDP procedures and mechanisms applicable to existing and future UNDP-financed activities.

United Nations High Commissioner for Refugees (UNHCR). In July 1993, the Representative of UNHCR in South Africa visited WIPO and had discussions with the Director General and other officials concerning developments in South Africa.

Other Organizations

Association of International Libraries (AIL). In July 1993, a WIPO official attended the Executive Committee of AIL, held in Geneva.

International Chamber of Commerce (ICC). In July 1993, a WIPO official attended a meeting in Paris of the Working Group on Arbitration and Intellectual Property of ICC's Commission on International Arbitration.

Miscellaneous News

National News

China. The Implementing Regulations under the Trademark Law of the People's Republic of China were approved by the State Council on July 15, 1993, and entered into force on July 28, 1993.

Lithuania. The Law on Trademarks and Service Marks of June 3, 1993, entered into force on October 1, 1993.

The former Yugoslav Republic of Macedonia. The Industrial Property Act (covering inventions, industrial designs, trademarks and service marks, and appellations of origin) of July 7, 1993, entered into force on July 15, 1993.

Calendar of Meetings

WIPO Meetings

(Not all WIPO meetings are listed. Dates are subject to possible change.)

1993

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|-------------------------------------|--|
| November 8 to 12 (Geneva) | <p>Committee of Experts on a Possible Instrument on the Protection of the Rights of Performers and Producers of Phonograms (Second Session)</p> <p>The Committee will continue to examine the question of the preparation of a possible new instrument (treaty) on the protection of the rights of performers and producers of phonograms.</p> <p><i>Invitations:</i> States members of WIPO, the Commission of the European Communities and, as observers, certain organizations.</p> |
| November 29 to December 10 (Geneva) | <p>Committee of Experts on the Harmonization of Laws for the Protection of Marks (Sixth Session) and Preparatory Meeting for the Diplomatic Conference for the Conclusion of the Trademark Law Treaty</p> <p>The Committee of Experts is expected to complete the preparations for a possible multilateral treaty on the harmonization of laws for the protection of marks. The Preparatory Meeting will decide which substantive documents should be submitted to the Diplomatic Conference and which States and organizations should be invited to the Diplomatic Conference. The Preparatory Meeting will also establish the draft Rules of Procedure of the Diplomatic Conference. Subject to the decision of the Governing Bodies in September 1993, the Diplomatic Conference will be scheduled for late 1994.</p> <p><i>Invitations:</i> States members of the Paris Union, the European Communities and, as observers, States members of WIPO not members of the Paris Union and certain organizations.</p> |

1994**March 3 and 4 (Geneva)****Worldwide Forum on the Arbitration of Intellectual Property Disputes** (jointly organized with the American Arbitration Association (AAA))

The Forum will, with particular reference to intellectual property disputes, give an overview of the various extra-judicial procedures for dispute resolution, examine the main elements of the arbitration process, and consider the nature and use of mediation as a form of dispute resolution.

Invitations: Governments, selected non-governmental organizations and any member of the public (against payment of a registration fee).

Other Meetings**1993**

November 10 to 13 (Rome)

International Federation of Industrial Property Attorneys (FICPI): 1st FICPI Forum

1994

February 2 to 8 (Queenstown)

International Federation of Industrial Property Attorneys (FICPI): Executive Committee

May 4 to 9 (Beijing)

Licensing Executives Society International (LESI): International Conference

May 8 to 11 (Seattle)

International Trademark Association (INTA): 116th Annual Meeting

May 23 to 25 (Turin)

International Publishers Association (IPA): Symposium on the theme "Publishers and New Technology"

May 25 to 28 (Luxembourg)

European Communities Trade Mark Association (ECTA): Annual General Meeting and Conference

May 28 to June 5 (Ostend)

International Federation of the Seed Trade (FIS)/International Association of Plant Breeders for the Protection of Plant Varieties (ASSINSEL): World Congress

June 12 to 18 (Copenhagen)

International Association for the Protection of Industrial Property (AIPPI): Executive Committee

June 19 to 24 (Vienna)

International Federation of Industrial Property Attorneys (FICPI): Congress