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SINGAPORE TREATY ON THE LAW OF TRADEMARKS

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES

TRANSMITTING

THE SINGAPORE TREATY ON THE LAW OF TRADEMARKS (THE "TREATY" OR "SINGAPORE TREATY") ADOPTED AND SIGNED BY THE UNITED STATES AT SINGAPORE ON MARCH 28, 2006

MAY 3, 2007.—The Treaty was read the first time, and together with the accompanying papers, referred to the Committee on Foreign Relations and ordered to be printed for the use of the Senate

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LETTER OF TRANSMITTAL

THE WHITE HOUSE, *May 3, 2007.*

To the Senate of the United States:

I transmit herewith for the Senate's advice and consent to ratification the Singapore Treaty on the Law of Trademarks (the "Treaty" or "Singapore Treaty") adopted and signed by the United States at Singapore on March 28, 2006. I also transmit for the information of the Senate a report of the Department of State with respect to the Treaty.

If ratified by the United States, the Treaty would offer significant benefits to U.S. trademark owners and national trademark offices, including the United States Patent and Trademark Office. The beneficial features of the Trademark Law Treaty of 1994 (the "1994 TLT"), to which the United States is a party, are included in the Singapore Treaty, as well as the improvements to the 1994 TLT that the United States Government sought to achieve through the revision effort. Key improvements allow for national trademark offices to take advantage of electronic communication systems as an efficient and cost-saving alternative to paper communications, at such time as the office is ready to embrace the technology. The Treaty also includes trademark license recordation provisions that reduce the formalities that trademark owners face when doing business in a country that is a Contracting Party that requires trademark license recordation. The goal of these provisions is to reduce the damaging effects that can result from failure to record a license in those jurisdictions that require recordation. These and other improvements create a more attractive treaty for World Intellectual Property Organization Member States. Consequently, once the Treaty is in force, it is expected to increase the efficiency of national trademark offices, which in turn is expected to create efficiencies and cost savings for U.S. trademark owners registering and maintaining trademarks abroad.

Ratification of the Treaty is in the best interests of the United States. I recommend, therefore, that the Senate give early and favorable consideration to the Treaty and give its advice and consent to ratification.

GEORGE W. BUSH.

LETTER OF SUBMITTAL

DEPARTMENT OF STATE,
Washington, DC, March 29, 2007.

The PRESIDENT,
The White House.

THE PRESIDENT: I have the honor hereby to submit to you, with a view to its transmittal to the Senate for advice and consent to ratification, the Singapore Treaty on the Law of Trademarks (the "Treaty" or "Singapore Treaty"), adopted and signed by the United States at Singapore on March 28, 2006. This Treaty was adopted under the auspices of the World Intellectual Property Organization ("WIPO") with the objective of simplifying the process of applying for and maintaining trademark registrations and trademark license recordations in those countries or intergovernmental organizations that are parties to the Treaty ("Contracting Parties").

The Singapore Treaty revises the WIPO Trademark Law Treaty of 1994 (" 1994 TLT"), to which the United States is a party along with 37 other parties.

The revisions improve upon the 1994 TLT and are intended to make the Singapore Treaty more attractive to prospective Contracting Parties, and thus expand the benefits of the Treaty, if ratified, to U.S. trademark owners filing in other countries.

The Singapore Treaty contains virtually all of the same provisions as those of the 1994 TLT, but revises aspects of the 1994 TLT to: allow national trademark offices to accept only electronic filings, if they so choose; require trademark offices to grant relief to trademark owners who fail to comply with certain time limits; impose limits on license recordation requirements and on penalties associated with failure to record licenses; create an Assembly to deal with matters concerning the Treaty; and clarify the administrative tasks to be performed by WIPO's International Bureau under the Treaty.

The U.S. Department of Commerce and the Office of the U.S. Trade Representative join the Department of State in requesting that the Singapore Treaty on the Law of Trademarks be transmitted to the Senate for its advice and consent to ratification as soon as possible.

Respectfully submitted.

CONDOLEEZZA RICE.

Enclosure: Key Provisions of the Singapore Treaty on the Law of Trademarks.

KEY PROVISIONS OF THE SINGAPORE TREATY ON THE LAW OF TRADEMARKS

The Singapore Treaty on the Law of Trademarks (the "Treaty" or "Singapore Treaty") contains virtually all of the same provisions as the 1994 Trademark Law Treaty ("1994 TLT") with additional provisions that would, if the Treaty were ratified, provide further benefits for U.S. trademark owners. The 1994 is designed to harmonize formalities and simplify procedures in the, application for registration and renewal of trademarks by establishing maximum requirements that parties to the treaty can impose on trademark applicants and holders. From the brand owner's perspective, the 1994 TLT saves time and money in trademark prosecution and maintenance.

The Singapore Treaty improves upon the 1994 TLT by: (1) allowing national trademark offices to accept only electronic filings, if they so choose; (2) providing relief measures for failures to comply with certain time limits; (3) imposing limits on license recordal requirements and on penalties associated with failure to record licenses; (4) creating an Assembly to deal with matters concerning the Treaty; and (5) clarifying the role of the World Intellectual Property Organization's ("WIPO") International Bureau in administering the Treaty.

Elimination of Paper Requirements

Article 8 provides that any party to the Treaty ("Contracting Party") may choose whether it accepts communications on paper, or in any other form. By contrast, several provisions of the 1994 TLT, which are not included in the Singapore Treaty, require domestic trademark offices (such as the United States Patent and Trademark Office) to accept trademark applications submitted in paper form.

Relief Measures for Failure To Comply With Time Limits

Article 14 requires Contracting Parties to provide for at least one type of relief measure for trademark applicants that fail to comply with specific time limits during the trademark application process who apply for such relief. This relief can take the form of: (1) extension of time to comply; (2) continued processing; or (3) reinstatement of rights.

Limits on License Recordal Requirements

Certain countries (but not the United States) require that trademark licenses that are issued by trademark owners be recorded in an official register. Articles 17 and 18 impose limitations on the types of requirements that can be imposed with respect to recordal of a license. Additionally, Articles 19 and 20 prohibit Contracting

Parties from depriving trademark owners or licensees of certain legal rights simply because of a failure to record a license.

Assembly and International Bureau

Article 23 creates an Assembly constituted by the Contracting Parties to deal with matters concerning the Treaty. It also provides for voting rules for decisions of the Assembly. Of note, this Treaty (as does the 1994 TLT) allows certain intergovernmental organizations to become Contracting Parties. Article 23 also specifies that any Contracting Party that is an intergovernmental organization may participate in a vote, in place of the Member States of which it is comprised, with a number of votes equal to the number of its Member States that are Contracting Parties. It further provides that no such organization shall participate in the vote if any of its Member States exercises its right to vote and vice versa. Article 24 clarifies the administrative tasks to be performed by WIPO's International Bureau related to the Treaty.

Application of the 1994 TLT and the Singapore Treaty

Article 27 clarifies that with respect to relations between Contracting Parties to the Singapore Treaty and the 1994 TLT, the Singapore Treaty applies. The Article also clarifies that a Contracting Party to both the Singapore Treaty and the 1994 TLT shall continue to apply the 1994 TLT in its relations with a party to the 1994 TLT that is not a Contracting Party to the Singapore Treaty.

Implementing Legislation

In the event that the Senate provides its advice and consent to ratify this Treaty, the United States would not be required to enact any implementing legislation as the United States is already in compliance with the provisions of the Treaty.

SINGAPORE TREATY ON THE LAW OF TRADEMARKS, REGULATIONS UNDER THE SINGAPORE TREATY ON THE LAW OF TRADEMARKS AND A RESOLUTION BY THE DIPLOMATIC CONFERENCE SUPPLEMENTARY TO THE SINGAPORE TREATY ON THE LAW OF TRADEMARKS AND THE REGULATIONS THEREUNDER

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SINGAPORE TREATY ON THE LAW OF TRADEMARKS

SINGAPORE TREATY ON THE LAW OF TRADEMARKS

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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) "communication" means any application, or any request, declaration, correspondence or other information relating to an application or a registration, which is filed with the Office;

(v) references to a "person" shall be construed as references to both a natural person and a legal entity;

(vi) "holder" means the person whom the register of marks shows as the holder of the registration;

(vii) "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;

(viii) "procedure before the Office" means any procedure in proceedings before the Office with respect to an application or a registration;

(ix) "Paris Convention" means the Paris Convention for the Protection of Industrial Property, signed at Paris on March 20, 1883, as revised and amended;

(x) "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;

(xi) "license" means a license for the use of a mark under the law of a Contracting Party;

(xii) "licensee" means the person to whom a license has been granted;

(xiii) "Contracting Party" means any State or intergovernmental organization party to this Treaty;

(xiv) "Diplomatic Conference" means the convocation of Contracting Parties for the purpose of revising or amending the Treaty;

(xv) "Assembly" means the Assembly referred to in Article 23;

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

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

(xviii) "International Bureau" means the International Bureau of the Organization;

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

(xx) "Regulations" means the Regulations under this Treaty that are referred to in Article 22;

(xxi) references to an "Article" or to a "paragraph", "subparagraph" or "item" of an Article shall be construed as including references to the corresponding rule(s) under the Regulations;

(xxii) "TLT 1994" means the Trademark Law Treaty done at Geneva on October 27, 1994.

Article 2
Marks to Which the Treaty Applies

(1) [*Nature of Marks*] Any Contracting Party shall apply this Treaty to marks consisting of signs that can be registered as marks under its law.

(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.

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/she is the national of any State, the name of a State in which the applicant has his/her 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 legal nature of that legal entity and the State, and, where applicable, the territorial unit within that State, under the law of which the said legal entity has been organized;

(v) where the applicant has a representative, the name and address of that representative;

(vi) where an address for service is required under Article 4(2)(b), such address;

(vii) 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 indications and evidence in support of the declaration of priority that may be required pursuant to Article 4 of the Paris Convention;

(viii) where the applicant wishes to take advantage of any protection resulting from the display of goods and/or services in an exhibition, a declaration to that effect, together with indications in support of that declaration, as required by the law of the Contracting Party;

(ix) at least one representation of the mark, as prescribed in the Regulations;

(x) where applicable, a statement, as prescribed in the Regulations, indicating the type of mark as well as any specific requirements applicable to that type of mark;

(xi) where applicable, a statement, as prescribed in the Regulations, indicating that the applicant wishes that the mark be registered and published in the standard characters used by the Office;

(xii) where applicable, a statement, as prescribed in the Regulations, indicating that the applicant wishes to claim color as a distinctive feature of the mark;

(xiii) a transliteration of the mark or of certain parts of the mark;

(xiv) a translation of the mark or of certain parts of the mark;

(xv) the names of the goods and/or services for which the registration is sought, grouped according to the classes of the Nice Classification, each group preceded by the number of the class of that Classification to which that group of goods or services belongs and presented in the order of the classes of the said Classification;

(xvi) 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)(xvi), 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, fees be paid to the Office.

(2) [*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.

(3) [*Actual Use*] Any Contracting Party may require that, where a declaration of intention to use has been filed under paragraph (1)(a)(xvi), the applicant furnish to the 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.

(4) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (1) and (3) and in Article 8 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 6*quinquies* of the Paris Convention.

(5) [*Evidence*] Any Contracting Party may require that evidence be furnished to the Office in the course of the examination of the application where the 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*]

(a) Any Contracting Party may require that a representative appointed for the purposes of any procedure before the Office

(i) have the right, under the applicable law, to practice before the Office in respect of applications and registrations and, where applicable, be admitted to practice before the Office;

(ii) provide, as its address, an address on a territory prescribed by the Contracting Party.

(b) An act, with respect to any procedure before the Office, by or in relation to a representative who complies with the requirements applied by the Contracting Party under

subparagraph (a), shall have the effect of an act by or in relation to the applicant, holder or other interested person who appointed that representative.

(2) [*Mandatory Representation; Address for Service*]

(a) Any Contracting Party may require that, for the purposes of any procedure before the Office, an applicant, holder or other interested 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 the Office, an applicant, holder or other interested person who has neither a domicile nor a real and effective industrial or commercial establishment on its territory have an address for service on that territory.

(3) [*Power of Attorney*]

(a) Whenever a Contracting Party allows or requires an applicant, a holder or any other interested person to be represented by a representative before the Office, it may require that the representative be appointed in a separate communication (hereinafter referred to as "power of attorney") indicating the name of the applicant, the holder or the other person, as the case may be.

(b) The power of attorney may relate to one or more applications and/or registrations identified in the power of attorney or, subject to any exception indicated by the appointing person, to all existing and future applications and/or registrations of that person.

(c) The power of attorney may limit the powers of the representative to certain acts. Any Contracting Party may require that any power of attorney under which the representative has the right to withdraw an application or to surrender a registration contain an express indication to that effect.

(d) Where a communication is submitted to the Office by a person who refers to itself in the communication as a representative but where the Office is, at the time of the receipt of the communication, not in possession of the required power of attorney, the Contracting Party may require that the power of attorney be submitted to the Office within the time limit fixed by the Contracting Party, subject to the minimum time limit prescribed in the Regulations. Any Contracting Party may provide that, where the power of attorney has not been submitted to the Office within the time limit fixed by the Contracting Party, the communication by the said person shall have no effect.

(4) [*Reference to Power of Attorney*] Any Contracting Party may require that any communication made to the Office by a representative for the purposes of a procedure before the Office contain a reference to the power of attorney on the basis of which the representative acts.

(5) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraphs (3) and (4) and in Article 8 be complied with in respect of the matters dealt with in those paragraphs.

(6) [*Evidence*] Any Contracting Party may require that evidence be furnished to the Office where the Office may reasonably doubt the veracity of any indication contained in any communication referred to in paragraphs (3) and (4).

Article 5
Filing Date

(1) [*Permitted Requirements*]

(a) Subject to subparagraph (b) and paragraph (2), 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 8(2):

(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 allowing the applicant or its representative, if any, to be contacted by the Office;

(iv) a sufficiently clear representation 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)(xvi) or (b) applies, the declaration referred to in Article 3(1)(a)(xvi) or the declaration and evidence referred to in Article 3(1)(b), respectively, as required by the law of the Contracting Party.

(b) Any Contracting Party may accord as the filing date of the application the date on which the Office received only some, rather than all, of the indications and elements referred to in subparagraph (a) or received them in a language other than the language required under Article 8(2).

(2) [*Permitted Additional Requirement*]

(a) A Contracting Party may provide that no filing date shall be accorded until the required fees are 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 and Registration

(1) [*Division of Application*]

(a) Any application listing several goods and/or services (hereinafter referred to as "initial application") may,

(i) at least until the decision by the Office on the registration of the mark,

(ii) during any opposition proceedings against the decision of the Office to register the mark,

(iii) during any appeal proceedings against the decision on the registration of the mark,

be divided by the applicant or at its request into two or more applications (hereinafter referred to as "divisional applications") by distributing among the latter the goods and/or services listed 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.

(b) Any Contracting Party shall, subject to subparagraph (a), be free to establish requirements for the division of an application, including the payment of fees.

(2) [*Division of Registration*] Paragraph (1) shall apply, *mutatis mutandis*, with respect to a division of a registration. Such a division shall be permitted

(i) during any proceedings in which the validity of the registration is challenged before the Office by a third party,

(ii) during any appeal proceedings against a decision taken by the Office during the former proceedings,

provided that a Contracting Party may exclude the possibility of the division of registrations if its law allows third parties to oppose the registration of a mark before the mark is registered.

Article 8
Communications

(1) [*Means of Transmittal and Form of Communications*] Any Contracting Party may choose the means of transmittal of communications and whether it accepts communications on paper, communications in electronic form or any other form of communication.

(2) [*Language of Communications*]

(a) Any Contracting Party may require that any communication be in a language admitted by the Office. Where the Office admits more than one language, the applicant, holder or other interested person may be required to comply with any other language requirement applicable with respect to the Office, provided that no indication or element of the communication may be required to be in more than one language.

(b) No Contracting Party may require the attestation, notarization, authentication, legalization or any other certification of any translation of a communication other than as provided under this Treaty.

(c) Where a Contracting Party does not require a communication to be in a language admitted by its Office, the Office may require that a translation of that communication by an official translator or a representative, into a language admitted by the Office, be supplied within a reasonable time limit.

(3) [*Signature of Communications on Paper*]

(a) Any Contracting Party may require that a communication on paper be signed by the applicant, holder or other interested person. Where a Contracting Party requires a communication on paper to be signed, that Contracting Party shall accept any signature that complies with the requirements prescribed in the Regulations.

(b) No Contracting Party may require the attestation, notarization, authentication, legalization or other certification of any signature except, where the law of the Contracting Party so provides, if the signature concerns the surrender of a registration.

(c) Notwithstanding subparagraph (b), a Contracting Party may require that evidence be filed with the Office where the Office may reasonably doubt the authenticity of any signature of a communication on paper.

(4) [*Communications Filed in Electronic Form or by Electronic Means of Transmittal*] Where a Contracting Party permits the filing of communications in electronic form or by electronic means of transmittal, it may require that any such communications comply with the requirements prescribed in the Regulations.

(5) [*Presentation of a Communication*] Any Contracting Party shall accept the presentation of a communication the content of which corresponds to the relevant Model International Form, if any, provided for in the Regulations.

(6) [*Prohibition of Other Requirements*] No Contracting Party may demand that, in respect of paragraphs (1) to (5), requirements other than those referred to in this Article be complied with.

(7) [*Means of Communication with Representative*] Nothing in this Article regulates the means of communication between an applicant, holder or other interested person and its representative.

Article 9
Classification of Goods and/or Services

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

(2) [*Goods or Services in the Same Class or in Different Classes*]

(a) Goods or services may not be considered as being similar to each other on the ground that, in any registration or publication by the Office, they appear in the same class of the Nice Classification.

(b) Goods or services may not be considered as being dissimilar from each other on the ground that, in any registration or publication by the Office, they appear in different 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 its name and/or address, each Contracting Party shall accept that a request for the recordal of the change by the Office in its register of marks be made by the holder in a communication indicating the registration number of the registration concerned and the change to be recorded.

(b) Any Contracting Party may require that the request indicate

(i) the name and address of the holder;

(ii) where the holder has a representative, the name and address of that representative;

(iii) where the holder has an address for service, such address.

(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 any application concerned has not yet been issued or is not known to the applicant or its representative, the request otherwise identifies that application as prescribed in the Regulations.

(3) [*Change in the Name or Address of the Representative or in the Address for Service*] 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) and in Article 8 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 the Office where the Office may reasonably doubt the veracity of any indication contained in the request.

Article 11
Change in Ownership

(1) [*Change in the Ownership of a Registration*]

(a) Where there is a change in the person of the holder, each Contracting Party shall accept that a request for the recordal of the change by the Office in its register of marks be made by the holder or by the person who acquired the ownership (hereinafter referred to as "new owner") in a communication indicating the registration number of the registration concerned and the change to be recorded.

(b) Where the change in ownership results from a contract, any Contracting Party may require that the request indicate that fact and 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 indicate that fact and 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 there is a change in the person of one or more but not all of several co-holders and such change in ownership results from a contract or a merger, any Contracting Party may require that any co-holder in respect of which there is no change in ownership give its express consent to the change in ownership in a document signed by it.

(e) 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 indicate that fact and 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.

(f) Any Contracting Party may require that the request indicate

(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/she is the national of any State, the name of a State in which the new owner has his/her 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 legal nature of that legal entity and the State, and, where applicable, the territorial unit within that State, under the law of which the said legal entity has been organized;

(v) where the holder has a representative, the name and address of that representative;

(vi) where the holder has an address for service, such address;

(vii) where the new owner has a representative, the name and address of that representative;

(viii) where the new owner is required to have an address for service under Article 4(2)(b), such address.

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

(h) 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.

(i) Where the change of ownership does not affect all the goods and/or services listed in the holder's registration, and the applicable law allows the recording of such change, the Office shall create a separate registration referring to the goods and/or services in respect of which the ownership has changed.

(2) [*Change in the Ownership of an Application*] Paragraph (1) 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 any application concerned has not yet been issued or is not known to the applicant or its representative, 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) and in Article 8 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, its business or the relevant goodwill to the new owner, as well as the furnishing of evidence to either effect.

(4) [*Evidence*] Any Contracting Party may require that evidence, or further evidence where paragraph (1)(c) or (e) applies, be furnished to the 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 the Office and which mistake is reflected in its register of marks and/or any publication by the Office be

made by the holder in a communication indicating the registration number of the registration concerned, the mistake to be corrected and the correction to be entered.

(b) Any Contracting Party may require that the request indicate

(i) the name and address of the holder;

(ii) where the holder has a representative, the name and address of that representative;

(iii) where the holder has an address for service, such address.

(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 registration and that the registration numbers of all registrations concerned are indicated in the request.

(2) [*Correction of a Mistake in Respect of an Application*] 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 any application concerned has not yet been issued or is not known to the applicant or its representative, 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) and in Article 8 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 the Office where the Office may reasonably doubt that the alleged mistake is in fact a mistake.

(5) [*Mistakes Made by the Office*] The Office of a Contracting Party shall correct its own mistakes, *ex officio* or upon request, for no fee.

(6) [*Uncorrectable Mistakes*] No Contracting Party shall be obliged to apply paragraphs (1), (2) and (5) 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:

(i) an indication that renewal is sought;

(ii) the name and address of the holder;

(iii) the registration number of the registration concerned;

(iv) at the option of the Contracting Party, the filing date of the application which resulted in the registration concerned or the registration date of the registration concerned;

(v) where the holder has a representative, the name and address of that representative;

(vi) where the holder has an address for service, such address;

(vii) 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, each group preceded by the number of the class of that Classification to which that group of goods or services belongs and presented in the order of the classes of the said Classification;

(viii) where a Contracting Party allows a request for renewal to be filed by a person other than the holder or its representative and the request is filed by such a person, the name and address of that person.

(b) Any Contracting Party may require that, in respect of the request for renewal, a fee be paid to the Office. Once the fee has been paid in respect of the initial period of the registration or of any renewal period, no further payment may be required for the maintenance of the registration in respect of that period. Fees associated with the furnishing of a declaration and/or evidence of use shall not be regarded, for the purposes of this subparagraph, as payments required for the maintenance of the registration and shall not be affected by this subparagraph.

(c) Any Contracting Party may require that the request for renewal be presented, and the corresponding 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) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraph (1) and in Article 8 be complied with in respect of the request for renewal. In particular, the following may not be required:

(i) any representation 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 any other register of marks;

(iii) the furnishing of a declaration and/or evidence concerning use of the mark.

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

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

(5) [*Duration*] The duration of the initial period of the registration, and the duration of each renewal period, shall be 10 years.

Article 14
Relief Measures in Case of Failure to Comply with Time Limits

(1) [*Relief Measure Before the Expiry of a Time Limit*] A Contracting Party may provide for the extension of a time limit for an action in a procedure before the Office in respect of an application or a registration, if a request to that effect is filed with the Office prior to the expiry of the time limit.

(2) [*Relief Measures After the Expiry of a Time Limit*] Where an applicant, holder or other interested person has failed to comply with a time limit ("the time limit concerned") for an action in a procedure before the Office of a Contracting Party in respect of an application or a registration, the Contracting Party shall provide for one or more of the following relief measures, in accordance with the requirements prescribed in the Regulations, if a request to that effect is filed with the Office:

(i) extension of the time limit concerned for the period prescribed in the Regulations;

(ii) continued processing with respect to the application or registration;

(iii) reinstatement of the rights of the applicant, holder or other interested person with respect to the application or registration if the Office finds that the failure to comply with the time limit concerned occurred in spite of due care required by the circumstances having been taken or, at the option of the Contracting Party, that the failure was unintentional.

(3) [*Exceptions*] No Contracting Party shall be required to provide for any of the relief measures referred to in paragraph (2) with respect to the exceptions prescribed in the Regulations.

(4) [*Fee*] Any Contracting Party may require that a fee be paid in respect of any of the relief measures referred to in paragraphs (1) and (2).

(5) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in this Article and in Article 8 be complied with in respect of any of the relief measures referred to in paragraph (2).

Article 15
Obligation to Comply with the Paris Convention

Any Contracting Party shall comply with the provisions of the Paris Convention which concern marks.

Article 16
Service Marks

Any Contracting Party shall register service marks and apply to such marks the provisions of the Paris Convention which concern trademarks.

Article 17
Request for Recordal of a License

(1) [*Requirements Concerning the Request for Recordal*] Where the law of a Contracting Party provides for the recordal of a license with its Office, that Contracting Party may require that the request for recordal

(i) be filed in accordance with the requirements prescribed in the Regulations, and

(ii) be accompanied by the supporting documents prescribed in the Regulations.

(2) [*Fee*] Any Contracting Party may require that, in respect of the recordal of a license, a fee be paid to the Office.

(3) [*Single Request Relating to Several Registrations*] A single request shall be sufficient even where the license relates to more than one registration, provided that the registration numbers of all registrations concerned are indicated in the request, the holder and the licensee are the same for all registrations, and the request indicates the scope of the license in accordance with the Regulations with respect to all registrations.

(4) [*Prohibition of Other Requirements*]

(a) No Contracting Party may demand that requirements other than those referred to in paragraphs (1) to (3) and in Article 8 be complied with in respect of the recordal of a license with its Office. In particular, the following may not be required:

(i) the furnishing of the registration certificate of the mark which is the subject of the license;

(ii) the furnishing of the license contract or a translation of it;

(iii) an indication of the financial terms of the license contract.

(b) Subparagraph (a) is without prejudice to any obligations existing under the law of a Contracting Party concerning the disclosure of information for purposes other than the recording of the license in the register of marks.

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

(6) [*Requests Relating to Applications*] Paragraphs (1) to (5) shall apply, *mutatis mutandis,* to requests for recordal of a license for an application, where the law of a Contracting Party provides for such recordal.

Article 18
Request for Amendment or Cancellation of the Recordal of a License

(1) [*Requirements Concerning the Request*] Where the law of a Contracting Party provides for the recordal of a license with its Office, that Contracting Party may require that the request for amendment or cancellation of the recordal of a license

(i) be filed in accordance with the requirements prescribed in the Regulations, and

(ii) be accompanied by the supporting documents prescribed in the Regulations.

(2) [*Other Requirements*] Article 17(2) to (6) shall apply, *mutatis mutandis,* to requests for amendment or cancellation of the recordal of a license.

Article 19
Effects of the Non-Recordal of a License

(1) [*Validity of the Registration and Protection of the Mark*] The non-recordal of a license with the Office or with any other authority of the Contracting Party shall not affect the validity of the registration of the mark which is the subject of the license or the protection of that mark.

(2) [*Certain Rights of the Licensee*] A Contracting Party may not require the recordal of a license as a condition for any right that the licensee may have under the law of that Contracting Party to join infringement proceedings initiated by the holder or to obtain, by way of such proceedings, damages resulting from an infringement of the mark which is the subject of the license.

(3) [*Use of a Mark Where License Is Not Recorded*] A Contracting Party may not require the recordal of a license as a condition for the use of a mark by a licensee to be deemed to constitute use by the holder in proceedings relating to the acquisition, maintenance and enforcement of marks.

Article 20
Indication of the License

Where the law of a Contracting Party requires an indication that the mark is used under a license, full or partial non-compliance with that requirement shall not affect the validity of the registration of the mark which is the subject of the license or the protection of that mark, and shall not affect the application of Article 19(3).

Article 21
Observations in Case of Intended Refusal

An application under Article 3 or a request under Articles 7, 10 to 14, 17 and 18 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. In respect of Article 14, no Office shall be required to give an opportunity to make observations where the person requesting the relief measure has already had an opportunity to present an observation on the facts on which the decision is to be based.

Article 22
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 Model International Forms.

(2) [*Amending the Regulations*] 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 provisions of the Regulations which may be amended only by unanimity.

(b) Any amendment of the Regulations resulting in the addition of provisions to, or the deletion of provisions from, the provisions specified in the Regulations pursuant to subparagraph (a) shall require unanimity.

(c) In determining whether unanimity is attained, only votes actually cast shall be taken into consideration. Abstentions shall not be considered as votes.

(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 23
Assembly

(1) [*Composition*]

(a) The Contracting Parties shall have an Assembly.

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

(2) [*Tasks*] The Assembly shall

(i) deal with matters concerning the development of this Treaty;

(ii) amend the Regulations, including the Model International Forms;

(iii) determine the conditions for the date of application of each amendment referred to in item (ii);

(iv) perform such other functions as are appropriate to implementing the provisions of this Treaty.

(3) [*Quorum*]

(a) One-half of the members of the Assembly which are States shall constitute a quorum.

(b) Notwithstanding subparagraph (a), if, in any session, the number of the members of the Assembly which are States and are represented is less than one-half but equal to or more than one-third of the members of the Assembly which are States, the Assembly may make decisions but, with the exception of decisions concerning its own procedure, all such decisions shall take effect only if the conditions set forth hereinafter are fulfilled. The International Bureau shall communicate the said decisions to the members of the Assembly which are States and were not represented and shall invite them to express in writing their vote or abstention within a period of three months from the date of the communication. If, at the expiration of this period, the number of such members having thus expressed their vote or abstention attains the number of the members which was lacking for attaining the quorum in the session itself, such decisions shall take effect, provided that at the same time the required majority still obtains.

(4) [*Taking Decisions in the Assembly*]

(a) The Assembly shall endeavor to take its decisions by consensus.

(b) Where a decision cannot be arrived at by consensus, the matter at issue shall be decided by voting. In such a case,

(i) each Contracting Party that is a State shall have one vote and shall vote only in its own name; and

(ii) any Contracting Party that is an intergovernmental organization may participate in the vote, in place of its Member States, with a number of votes equal to the number of its Member States which are party to this Treaty. No such intergovernmental organization shall participate in the vote if any one of its Member States exercises its right to vote and vice versa. In addition, no such intergovernmental organization shall participate in the vote if any one of its Member States party to this Treaty is a Member State of another such intergovernmental organization and that other intergovernmental organization participates in that vote.

(5) [*Majorities*]

(a) Subject to Articles 22(2) and (3), the decisions of the Assembly shall require two-thirds of the votes cast.

(b) In determining whether the required majority is attained, only votes actually cast shall be taken into consideration. Abstentions shall not be considered as votes.

(6) [*Sessions*] The Assembly shall meet 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.

(7) [*Rules of Procedure*] The Assembly shall establish its own rules of procedure, including rules for the convocation of extraordinary sessions.

Article 24
International Bureau

(1) [*Administrative Tasks*]

(a) The International Bureau shall perform the administrative tasks concerning this Treaty.

(b) In particular, the International Bureau shall prepare the meetings and provide the secretariat of the Assembly and of such committees of experts and working groups as may be established by the Assembly.

(2) [*Meetings Other than Sessions of the Assembly*] The Director General shall convene any committee and working group established by the Assembly.

(3) [*Role of the International Bureau in the Assembly and Other Meetings*]

(a) The Director General and persons designated by the Director General shall participate, without the right to vote, in all meetings of the Assembly, the committees and working groups established by the Assembly.

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

(4) [*Conferences*]

(a) The International Bureau shall, in accordance with the directions of the Assembly, make the preparations for any revision conferences.

(b) The International Bureau may consult with Member States of the Organization, intergovernmental organizations and international and national non-governmental organizations concerning the said preparations.

(c) The Director General and persons designated by the Director General shall take part, without the right to vote, in the discussions at revision conferences.

(5) [*Other Tasks*] The International Bureau shall carry out any other tasks assigned to it in relation to this Treaty.

Article 25
Revision or Amendment

This Treaty may only be revised or amended by a diplomatic conference. The convocation of any diplomatic conference shall be decided by the Assembly.

Article 26
Becoming Party to the Treaty

(1) [*Eligibility*] The following entities may sign and, subject to paragraphs (2) and (3) and Article 28(1) and (3), become party to this Treaty:

(i) any State member of the Organization in respect of which marks may be registered with its own Office;

(ii) any intergovernmental organization which maintains an Office in which marks may be registered with effect in the territory in which the constituting treaty of the intergovernmental organization applies, in all its Member States or in those of its Member States which are designated for such purpose in the relevant application, provided that all the Member States of the intergovernmental organization are members of the Organization;

(iii) any State member of the Organization in respect of which marks may be registered only through the Office of another specified State that is a member of the Organization;

(iv) any State member of the Organization in respect of which marks may be registered only through the Office maintained by an intergovernmental organization of which that State is a member;

(v) any State member of the Organization in respect of which marks may be registered only through an Office common to a group of States members of the Organization.

(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*] 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 an intergovernmental organization, the date on which the instrument of that intergovernmental organization is 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 item (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.

Article 27
Application of the TLT 1994 and This Treaty

(1) [*Relations Between Contracting Parties to Both This Treaty and the TLT 1994*] This Treaty alone shall be applicable as regards the mutual relations of Contracting Parties to both this Treaty and the TLT 1994.

(2) [*Relations Between Contracting Parties to This Treaty and Contracting Parties to the TLT 1994 That Are Not Party to This Treaty*] Any Contracting Party to both this Treaty and the TLT 1994 shall continue to apply the TLT 1994 in its relations with Contracting Parties to the TLT 1994 that are not party to this Treaty.

Article 28
Entry into Force;
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 26(1) and that have an effective date according to Article 26(3) shall be taken into consideration.

(2) [*Entry into Force of the Treaty*] This Treaty shall enter into force three months after ten States or intergovernmental organizations referred to in Article 26(1)(ii) 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 29
Reservations

(1) [*Special Kinds of Marks*] Any State or intergovernmental organization may declare through a reservation that, notwithstanding Article 2(1) and (2)(a), any of the provisions of Articles 3(1), 5, 7, 8(5), 11 and 13 shall not apply to associated marks, defensive marks or derivative marks. Such reservation shall specify those of the aforementioned provisions to which the reservation relates.

(2) [*Multiple-class Registration*] Any State or intergovernmental organization, whose legislation at the date of adoption of this Treaty provides for a multiple-class registration for goods and for a multiple-class registration for services may, when acceding to this Treaty, declare through a reservation that the provisions of Article 6 shall not apply.

(3) [*Substantive Examination on the Occasion of Renewal*] Any State or intergovernmental organization may declare through a reservation that, notwithstanding Article 13(4), the Office may, on the occasion of the first renewal of a registration covering services, examine such registration as to substance, provided that such examination shall be limited to the elimination of multiple registrations based on applications filed during a period of six months following the entry into force of the law of such State or organization that introduced, before the entry into force of this Treaty, the possibility of registering service marks.

(4) [*Certain Rights of the Licensee*] Any State or intergovernmental organization may declare through a reservation that, notwithstanding Article 19(2), it requires the recordal of a license as a condition for any right that the licensee may have under the law of that State or intergovernmental organization to join infringement proceedings initiated by the holder or to obtain, by way of such proceedings, damages resulting from an infringement of the mark which is the subject of the license.

(5) [*Modalities*] Any reservation under paragraphs (1), (2), (3) or (4) shall be made in a declaration accompanying the instrument of ratification of, or accession to, this Treaty of the State or intergovernmental organization making the reservation.

(6) [*Withdrawal*] Any reservation under paragraphs (1), (2), (3) or (4) may be withdrawn at any time.

(7) [*Prohibition of Other Reservations*] No reservation to this Treaty other than the reservations allowed under paragraphs (1), (2), (3) and (4) shall be permitted.

Article 30
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, provided that the denouncing Contracting Party may, after the expiration of the said one-year period, discontinue applying this Treaty to any registration as from the date on which that registration is due for renewal.

Article 31
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) An official text in a language not referred to in subparagraph (a) that is an official language of a Contracting Party shall be established by the Director General after consultation with the said Contracting Party and any other interested Contracting Party.

(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 32
Depositary

The Director General shall be the depositary of this Treaty.

REGULATIONS UNDER THE SINGAPORE TREATY ON THE LAW OF TRADEMARKS

REGULATIONS UNDER THE SINGAPORE TREATY ON THE LAW OF TRADEMARKS

List of Rules

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List of Model International Forms

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Form No. 5	Certificate of Transfer in Respect of Registration(s) and/or Application(s) for Registration of Marks
Form No. 6	Transfer Document in Respect of Registration(s) and/or Application(s) for Registration of Marks
Form No. 7	Request for the Correction of Mistake(s) in Registration(s) and/or Application(s) for Registration of Marks
Form No. 8	Request for the Renewal of a Registration
Form No. 9	Request for Recordal of License
Form No. 10	Statement of License
Form No. 11	Statement of Amendment of License
Form No. 12	Statement of Cancellation of License

Rule 1
Abbreviated Expressions

(1) [*Abbreviated Expressions Defined in the Regulations*] For the purposes of these Regulations, unless expressly stated otherwise:

(i) "Treaty" means the Singapore Treaty on the Law of Trademarks;

(ii) "Article" refers to the specified Article of the Treaty;

(iii) "exclusive license" means a license which is only granted to one licensee and which excludes the holder from using the mark and from granting licenses to any other person;

(iv) "sole license" means a license which is only granted to one licensee and which excludes the holder from granting licenses to any other person but does not exclude the holder from using the mark;

(v) "non-exclusive license" means a license which does not exclude the holder from using the mark or from granting licenses to any other person.

(2) [*Abbreviated Expressions Defined in the Treaty*] The abbreviated expressions defined in Article 1 for the purposes of the Treaty shall have the same meaning for the purposes of these Regulations.

Rule 2
Manner of Indicating Names and Addresses

(1) [*Names*]

(a) Where the name of a person is to be indicated, any Contracting Party may require,

(i) where the person is a natural person, that the name to be indicated be the family or principal name and the given or secondary name or names of that person or that the name to be indicated be, at that person's option, the name or names customarily used by the said person;

(ii) where the person is a legal entity, that the name to be indicated be the full official designation of the legal entity.

(b) Where the name of a representative which is a firm or partnership is to be indicated, any Contracting Party shall accept as indication of the name the indication that the firm or partnership customarily uses.

(2) [*Addresses*]

(a) Where the address of a person is to be indicated, any Contracting Party may require that the address be indicated in such a way as to satisfy the customary requirements

for prompt postal delivery at the indicated address and, in any case, consist of all the relevant administrative units up to, and including, the house or building number, if any.

(b) Where a communication to the Office of a Contracting Party is in the name of two or more persons with different addresses, that Contracting Party may require that such communication indicate a single address as the address for correspondence.

(c) The indication of an address may contain a telephone number, a telefacsimile number and an e-mail address and, for the purposes of correspondence, an address different from the address indicated under subparagraph (a).

(d) Subparagraphs (a) and (c) shall apply, *mutatis mutandis*, to addresses for service.

(3) [*Other Means of Identification*] Any Contracting Party may require that a communication to the Office indicate the number or other means of identification, if any, with which the applicant, holder, representative or interested person is registered with its Office. No Contracting Party may refuse a communication on grounds of failure to comply with any such requirement, except for applications filed in electronic form.

(4) [*Script to Be Used*] Any Contracting Party may require that any indication referred to in paragraphs (1) to (3) be in the script used by the Office.

Rule 3
Details Concerning the Application

(1) [*Standard Characters*] Where the Office of a Contracting Party uses characters (letters and numbers) that it considers as being standard, and where the application contains a statement to the effect that the applicant wishes that the mark be registered and published in the standard characters used by the Office, the Office shall register and publish that mark in such standard characters.

(2) [*Mark Claiming Color*] Where the application contains a statement to the effect that the applicant wishes to claim color as a distinctive feature of the mark, the Office may require that the application indicate the name or code 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.

(3) [*Number of Reproductions*]

(a) Where the application does not contain a statement to the effect that the applicant wishes to claim color as a distinctive feature of the mark, a Contracting Party may not require more than

(i) five reproductions of the mark in black and white where the application may not, under the law of that Contracting Party, or does not contain a statement to the effect that the applicant wishes the mark to be registered and published in the standard characters used by the Office of the said Contracting Party;

(ii) one reproduction of the mark in black and white where the application contains a statement to the effect that the applicant wishes the mark to be registered and published in the standard characters used by the Office of that Contracting Party.

(b) Where the application contains a statement to the effect that the applicant wishes to claim color as a distinctive feature of the mark, a Contracting Party may not require more than five reproductions of the mark in black and white and five reproductions of the mark in color.

(4) [*Three-Dimensional Mark*]

(a) Where the application contains a statement to the effect that the mark is a three-dimensional mark, the reproduction of the mark shall consist of a two-dimensional graphic or photographic reproduction.

(b) The reproduction furnished under subparagraph (a) may, at the option of the applicant, consist of one single view of the mark or of several different views of the mark.

(c) Where the Office considers that the reproduction of the mark furnished by the applicant under subparagraph (a) does not sufficiently show the particulars of the three-dimensional mark, it may invite the applicant to furnish, within a reasonable time limit fixed in the invitation, up to six different views of the mark and/or a description by words of that mark.

(d) Where the Office considers that the different views and/or the description of the mark referred to in subparagraph (c) still do not sufficiently show the particulars of the three-dimensional mark, it may invite the applicant to furnish, within a reasonable time limit fixed in the invitation, a specimen of the mark.

(e) Paragraph (3)(a)(i) and (b) shall apply *mutatis mutandis*.

(5) [*Hologram Mark, Motion Mark, Color Mark, Position Mark*] Where the application contains a statement to the effect that the mark is a hologram mark, a motion mark, a color mark or a position mark, a Contracting Party may require one or more reproductions of the mark and details concerning the mark, as prescribed by the law of that Contracting Party.

(6) [*Mark Consisting of a Non-Visible Sign*] Where the application contains a statement to the effect that the mark consists of a non-visible sign, a Contracting Party may require one or more representations of the mark, an indication of the type of mark and details concerning the mark, as prescribed by the law of that Contracting Party.

(7) [*Transliteration of the Mark*] For the purposes of Article 3(1)(a)(xiii), where the mark consists of or contains matter in script other than the script used by the Office or numbers expressed in numerals other than numerals used by the Office, a transliteration of such matter in the script and numerals used by the Office may be required.

(8) [*Translation of the Mark*] For the purposes of Article 3(1)(a)(xiv), where the mark consists of or contains a word or words in a language other than the language, or one of the languages, admitted by the Office, a translation of that word or those words into that language or one of those languages may be required.

(9) [*Time Limit for Furnishing Evidence of Actual Use of the Mark*] The time limit referred to in Article 3(3) shall not be shorter than six months counted from the date of allowance of the application by the Office of the Contracting Party where that application was filed. The applicant or holder shall have the right to an extension of that time limit, subject to the conditions provided for by the law of that Contracting Party, by periods of at least six months each, up to a total extension of at least two years and a half.

Rule 4
Details Concerning Representation and Address for Service

(1) [*Address Where a Representative Is Appointed*] Where a representative is appointed, a Contracting Party shall consider the address of that representative to be the address for service.

(2) [*Address Where No Representative Is Appointed*] Where no representative is appointed and an applicant, holder or other interested person has provided as its address an address on the territory of the Contracting Party, that Contracting Party shall consider that address to be the address for service.

(3) [*Time Limit*] The time limit referred to in Article 4(3)(d) shall be counted from the date of receipt of the communication referred to in that Article by the Office of the Contracting Party concerned and shall not be less than one month where the address of the person on whose behalf the communication is made is on the territory of that Contracting Party and not less than two months where such an address is outside the territory of that Contracting Party.

Rule 5
Details Concerning the Filing Date

(1) [*Procedure in Case of Non-Compliance with Requirements*] If the application does not, at the time of its receipt by the Office, comply with any of the applicable requirements of Article 5(1)(a) or (2)(a), the Office shall promptly invite the applicant to comply with such requirements within a time limit indicated in the invitation, which time limit shall be at least one month from the date of the invitation where the applicant's address is on the territory of the Contracting Party concerned and at least two months where the applicant's address is outside the territory of the Contracting Party concerned. Compliance with the invitation may be subject to the payment of a special fee. Even if the Office fails to send the said invitation, the said requirements remain unaffected.

(2) [*Filing Date in Case of Correction*] If, within the time limit indicated in the invitation, the applicant complies with the invitation referred to in paragraph (1) and pays any required special fee, the filing date shall be the date on which all the required indications and elements referred to in Article 5(1)(a) have been received by the Office and, where applicable, the required fees referred to in Article 5(2)(a) have been paid to the Office. Otherwise, the application shall be treated as if it had not been filed.

Rule 6
Details Concerning Communications

(1) [*Indications Accompanying Signature of Communications on Paper*] Any Contracting Party may require that the signature of the natural person who signs be accompanied by

(i) an indication in letters of the family or principal name and the given or secondary name or names of that person or, at the option of that person, of the name or names customarily used by the said person;

(ii) an indication of the capacity in which that person signed, where such capacity is not obvious from reading the communication.

(2) [*Date of Signing*] Any Contracting Party may require that a signature be accompanied by an indication of the date on which the signing was effected. Where that indication is required but is not supplied, the date on which the signing is deemed to have been effected shall be the date on which the communication bearing the signature was received by the Office or, if the Contracting Party so allows, a date earlier than the latter date.

(3) [*Signature of Communications on Paper*] Where a communication to the Office of a Contracting Party is on paper and a signature is required, that Contracting Party

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

(ii) may permit, instead of a handwritten signature, the use of other forms of signature, such as a printed or stamped signature, or the use of a seal or of a bar-coded label;

(iii) may, where the natural person who signs the communication is a national of the Contracting Party and such person's address is on its territory, or where the legal entity on behalf of which the communication is signed is organized under its law and has either a domicile or a real and effective industrial or commercial establishment on its territory, require that a seal be used instead of a handwritten signature.

(4) [*Signature of Communications on Paper Filed by Electronic Means of Transmittal*] A Contracting Party that provides for communications on paper to be filed by electronic means of transmittal shall consider any such communication signed if a graphic representation of a signature accepted by that Contracting Party under paragraph (3) appears on the communication as received.

(5) [*Original of a Communication on Paper Filed by Electronic Means of Transmittal*] A Contracting Party that provides for communications on paper to be filed by electronic means of transmittal may require that the original of any such communication be filed

(i) with the Office accompanied by a letter identifying that earlier transmission and

(ii) within a time limit which shall be at least one month from the date on which the Office received the communication by electronic means of transmittal.

(6) [*Authentication of Communications in Electronic Form*] A Contracting Party that permits the filing of communications in electronic form may require that any such communication be authenticated through a system of electronic authentication as prescribed by that Contracting Party.

(7) [*Date of Receipt*] Each Contracting Party shall be free to determine the circumstances in which the receipt of a document or the payment of a fee shall be deemed to constitute receipt by or payment to the Office in cases in which the document was actually received by or payment was actually made to

(i) a branch or sub-office of the Office,

(ii) a national Office on behalf of the Office of the Contracting Party, where the Contracting Party is an intergovernmental organization referred to in Article 26(1)(ii),

(iii) an official postal service,

(iv) a delivery service, or an agency, specified by the Contracting Party,

(v) an address other than the nominated addresses of the Office.

(8) [*Electronic Filing*] Subject to paragraph (7), where a Contracting Party provides for the filing of a communication in electronic form or by electronic means of transmittal and the communication is so filed, the date on which the Office of that Contracting Party receives the communication in such form or by such means shall constitute the date of receipt of the communication.

Rule 7
Manner of Identification of an Application
Without Its Application Number

(1) [*Manner of Identification*] Where it is required that an application be identified by its application number but where such a number has not yet been issued or is not known to the applicant or its representative, that application shall be considered identified if the following is supplied:

(i) the provisional application number, if any, given by the Office, or

(ii) a copy of the application, or

(iii) a representation of the mark, accompanied by an indication of the date on which, to the best knowledge of the applicant or the representative, the application was received by the Office and an identification number given to the application by the applicant or the representative.

(2) [*Prohibition of Other Requirements*] No Contracting Party may demand that requirements other than those referred to in paragraph (1) be complied with in order for an

application to be identified where its application number has not yet been issued or is not known to the applicant or its representative.

Rule 8
Details Concerning Duration and Renewal

For the purposes of Article 13(1)(c), the period during which the request for renewal may be presented and the renewal fee may be paid shall start at least six months before the date on which the renewal is due and shall end at the earliest six months after that date. If the request for renewal is presented and/or the renewal fees are paid after the date on which the renewal is due, any Contracting Party may subject the acceptance of the request for renewal to the payment of a surcharge.

Rule 9
Relief Measures in Case of
Failure to Comply with Time Limits

(1) [*Requirements Concerning Extension of Time Limits Under Article 14(2)(i)*] A Contracting Party that provides for the extension of a time limit under Article 14(2)(i) shall extend the time limit for a reasonable period of time from the date of filing the request for extension and may require that the request

(i) contain an identification of the requesting party, the relevant application or registration number and the time limit concerned, and

(ii) be filed within a time limit which shall not be less than two months from the date of expiry of the time limit concerned.

(2) [*Requirements Concerning Continued Processing Under Article 14(2)(ii)*] A Contracting Party may require that the request for continued processing under Article 14(2)(ii)

(i) contain an identification of the requesting party, the relevant application or registration number and the time limit concerned, and

(ii) be filed within a time limit which shall not be less than two months from the date of expiry of the time limit concerned. The omitted act shall be completed within the same period or, where the Contracting Party so provides, together with the request.

(3) [*Requirements Concerning Reinstatement of Rights Under Article 14(2)(iii)*]

(a) A Contracting Party may require that the request for reinstatement of rights under Article 14(2)(iii)

(i) contain an identification of the requesting party, the relevant application or registration number and the time limit concerned, and

(ii) set out the facts and evidence in support of the reasons for the failure to comply with the time limit concerned.

(b) The request for reinstatement of rights shall be filed with the Office within a reasonable time limit, the duration of which shall be determined by the Contracting Party from the date of the removal of the cause of failure to comply with the time limit concerned. The omitted act shall be completed within the same period or, where the Contracting Party so provides, together with the request.

(c) A Contracting Party may provide for a maximum time limit for complying with the requirements under subparagraphs (a) and (b) of not less than six months from the date of expiry of the time limit concerned.

(4) [*Exceptions Under Article 14(3)*] The exceptions referred to in Article 14(3) are the cases of failure to comply with a time limit

(i) for which a relief measure has already been granted under Article 14(2),

(ii) for filing a request for a relief measure under Article 14,

(iii) for payment of a renewal fee,

(iv) for an action before a board of appeal or other review body constituted in the framework of the Office,

(v) for an action in *inter partes* proceedings,

(vi) for filing the declaration referred to in Article 3(1)(a)(vii) or the declaration referred to in Article 3(1)(a)(viii),

(vii) for filing a declaration which, under the law of the Contracting Party, may establish a new filing date for a pending application, and

(viii) for the correction or addition of a priority claim.

Rule 10
Requirements Concerning the Request for Recordal of a License or for Amendment or Cancellation of the Recordal of a License

(1) [*Content of Request*]

(a) A Contracting Party may require that the request for recordal of a license under Article 17(1) contain some or all of the following indications or elements:

(i) the name and address of the holder;

(ii) where the holder has a representative, the name and address of that representative;

(iii) where the holder has an address for service, such address;

(iv) the name and address of the licensee;

(v) where the licensee has a representative, the name and address of that representative;

(vi) where the licensee has an address for service, such address;

(vii) the name of a State of which the licensee is a national if he/she is a national of any State, the name of a State in which the licensee has his/her domicile, if any, and the name of a State in which the licensee has a real and effective industrial or commercial establishment, if any;

(viii) where the holder or the licensee is a legal entity, the legal nature of that legal entity and the State, and, where applicable, the territorial unit within that State, under the law of which the said legal entity has been organized;

(ix) the registration number of the mark which is the subject of the license;

(x) the names of the goods and/or services for which the license is granted, grouped according to the classes of the Nice Classification, each group preceded by the number of the class of that Classification to which that group of goods or services belongs and presented in the order of the classes of the said Classification;

(xi) whether the license is an exclusive license, a non-exclusive license or a sole license;

(xii) where applicable, that the license concerns only a part of the territory covered by the registration, together with an explicit indication of that part of the territory;

(xiii) the duration of the license.

(b) A Contracting Party may require that the request for amendment or cancellation of the recordal of a license under Article 18(1) contain some or all of the following indications or elements:

(i) the indications specified in items (i) to (ix) of subparagraph (a);

(ii) where the amendment or cancellation concerns any of the indications or elements specified under subparagraph (a), the nature and scope of the amendment or cancellation to be recorded.

(2) [*Supporting Documents for Recordal of a License*]

(a) A Contracting Party may require that the request for recordal of a license be accompanied, at the option of the requesting party, by one of the following:

(i) an extract of the license contract indicating the parties and the rights being licensed, certified by a notary public or any other competent public authority as being a true extract of the contract; or

(ii) an uncertified statement of license, the content of which corresponds to the statement of license Form provided for in the Regulations, and signed by both the holder and the licensee.

(b) Any Contracting Party may require that any co-holder who is not a party to the license contract give its express consent to the license in a document signed by it.

(3) [*Supporting Documents for Amendment of Recordal of a License*]

(a) A Contracting Party may require that the request for amendment of the recordal of a license be accompanied, at the option of the requesting party, by one of the following:

(i) documents substantiating the requested amendment of the recordal of the license; or

(ii) an uncertified statement of amendment of license, the content of which corresponds to the statement of amendment of license Form provided for in these Regulations, and signed by both the holder and the licensee.

(b) Any Contracting Party may require that any co-holder who is not a party to the license contract give its express consent to the amendment of the license in a document signed by it.

(4) [*Supporting Documents for Cancellation of Recordal of a License*] A Contracting Party may require that the request for cancellation of the recordal of a license be accompanied, at the option of the requesting party, by one of the following:

(i) documents substantiating the requested cancellation of the recordal of the license; or

(ii) an uncertified statement of cancellation of license, the content of which corresponds to the statement of cancellation of license Form provided for in these Regulations, and signed by both the holder and the licensee.

RESOLUTION BY THE DIPLOMATIC CONFERENCE SUPPLEMENTARY TO THE SINGAPORE TREATY ON THE LAW OF TRADEMARKS AND THE REGULATIONS THEREUNDER

RESOLUTION BY THE DIPLOMATIC CONFERENCE SUPPLEMENTARY TO THE SINGAPORE TREATY ON THE LAW OF TRADEMARKS AND THE REGULATIONS THEREUNDER

1. The Diplomatic Conference for the Adoption of a Revised Trademark Law Treaty, held in Singapore in March 2006, agreed that the Treaty adopted by the Conference would be named "Singapore Treaty on the Law of Trademarks" (hereinafter referred to as "the Treaty").

2. When adopting the Treaty, the Diplomatic Conference agreed that the words "procedure before the Office" in Article l(viii) would not cover judicial procedures under the Contracting Parties' legislation.

3. Acknowledging the fact that the Treaty provides for effective and efficient trademark formality procedures for Contracting Parties, the Diplomatic Conference understood that Articles 2 and 8, respectively, did not impose any obligations on Contracting Parties to:

(i) register new types of marks, as referred to in Rule 3, paragraphs (4), (5) and (6) of the Regulations; or

(ii) implement electronic filing systems or other automation systems.

Each Contracting Party shall have the option to decide whether and when to provide for the registration of new types of marks, as referred to above.

4. With a view to facilitating the implementation of the Treaty in Developing and Least Developed Countries (LDCs), the Diplomatic Conference requested the World Intellectual Property Organization (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 Treaty and enable those countries to take full advantage of the provisions of the Treaty.

5. Such assistance should take into account the level of technological and economic development of beneficiary countries. Technological support would help improve the information and communication technology infrastructure of those countries, thus contributing to narrowing the technological gap between Contracting Parties. The Diplomatic Conference noted that some countries underlined the importance of the Digital Solidarity Fund (DSF) as being relevant to narrowing the digital divide.

6. Furthermore, upon entry into force of the Treaty, Contracting Parties will undertake to exchange and share, on a multilateral basis, information and experience on legal, technical and institutional aspects regarding the implementation of the Treaty and how to take full advantage of opportunities and benefits resulting therefrom.

7. The Diplomatic Conference, acknowledging the special situation and needs of LDCs, agreed that LDCs shall be accorded special and differential treatment for the implementation of the Treaty, as follows:

(a) LDCs shall be the primary and main beneficiaries of technical assistance by the Contracting Parties and the World Intellectual Property Organization (WIPO);

(b) such technical assistance includes the following:

(i) assistance in establishing the legal framework for the implementation of the Treaty,

(ii) information, education and awareness raising as regards the impact of acceding to the Treaty,

(iii) assistance in revising administrative practices and procedures of national trademark registration authorities,

(iv) assistance in building up the necessary trained manpower and facilities of the IP Offices, including information and communication technology capacity to effectively implement the Treaty and its Regulations.

8. The Diplomatic Conference requested the Assembly to monitor and evaluate, at every ordinary session, the progress of the assistance related to implementation efforts and the benefits resulting from such implementation.

9. The Diplomatic Conference agreed that any dispute that may arise between two or more Contracting Parties with respect to the interpretation or the application of this Treaty should be settled amicably through consultation and mediation under the auspices of the Director General.

[End of document]

MODEL INTERNATIONAL FORM NO. 1

APPLICATION FOR THE REGISTRATION OF A MARK

submitted to the Office of .....

FOR OFFICE USE ONLY

Reference number of applicant:[1] .....
Reference number of representative:[1] .....

1. Request for Registration

Registration of the mark reproduced in the present application is hereby requested.

[1] The reference number allotted by the applicant and/or the reference number allotted by the representative to the present application may be indicated in this space.

2. Applicants(s)

2.1 If the applicant is a natural person, the person's

(a) family or principal name:[2]

(b) given or secondary name(s):[2]

2.2 If the applicant is a legal entity, the entity's full official designation:

2.3 Address (including postal code and country):

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

2.4 State of nationality:

State of domicile:

State of establishment:[3]

2.5 Where the applicant is a legal entity, indicate

- the legal nature of the legal entity:
- the State, and, where applicable, the territorial unit within that State, under the law of which the legal entity is organized:

2.6 ☐ Check this box if there is more than one applicant; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 2.1 or 2.2, 2.3, 2.4 and 2.5.[4]

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[2] The names to be indicated under (a) and (b) are either the full names of the applicant or the names customarily used by the applicant.

[3] "Establishment" means a real and effective industrial or commercial establishment.

[4] Where several applicants are listed on the additional sheet with different addresses and there is no representative, the address for correspondence must be underlined on the additional sheet.

3. Representative

3.1 ☐ The applicant is not represented.

3.2 ☐ The applicant is represented.

3.2.1 Identification of the representative

3.2.1.1 Name:

3.2.1.2 Address (including postal code and country):

Telephone number(s): (with the area code)

Telefacsimile number(s): (with the area code)

E-mail address:

3.2.2 ☐ The power of attorney is already in the possession of the Office.
Serial number:[5] .....

3.2.3 ☐ The power of attorney is attached.

3.2.4 ☐ The power of attorney will be furnished at a later date.

3.2.5 ☐ No power of attorney is needed.

4. Address for Service[6]

[5] To be left blank if the power of attorney has not, or has not yet, been allotted a serial number or if the serial number is not yet known to the applicant or the representative.

[6] An address for service must be indicated in the space available under the title of item 4 where the applicant does not have or, if there is more than one applicant, where none of the applicants has a domicile or a real and effective industrial or commercial establishment on the territory of the Contracting Party whose Office is the Office named on the first page of the present application, except where a representative is indicated in item 3.

5. Claiming of Priority

☐ The applicant hereby claims the following priority:

5.1 Country (Office) of first filing:[7]

5.2 Date of first filing:

5.3 Application number of first filing (if available):

5.4 The certified copy of the application the priority of which is claimed[8]

5.4.1 ☐ is attached.

5.4.2 ☐ will be furnished within three months from the filing date of the present application.

5.5 The translation of the certified copy

5.5.1 ☐ is attached.

5.5.2 ☐ will be furnished within three months from the filing date of the present application.

5.6 ☐ Check this box if there is more than one filing whose priority is claimed; in that case, list them in an additional sheet and indicate, in respect of each of them, the information referred to in items 5.1, 5.2, 5.3, 5.4 and 5.5 and the goods and/or services mentioned in each of them.

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[7] Where the application the priority of which is claimed was filed with an Office other than a national Office (e.g., OAPI, the Benelux Trademark Office and the Office for Harmonization in the Internal Market (trade marks and designs), the name of that Office has to be indicated instead of the name of a country. Otherwise, not the name of the Office but the name of the country must be indicated.

[8] "Certified copy" means a copy of the application the priority of which is claimed, certified as being in conformity with the original by the Office which received such application.

6. Registration(s) in the Country (Office) of Origin[9]

☐ The certificate(s) of registration in the country (Office) of origin is (are) attached.

7. Protection Resulting From Display in an Exhibition

☐ Check this box if the applicant wishes to take advantage of any protection resulting from the display of goods and/or services in an exhibition. In that case, give the details on an additional sheet.

8. Representation of the Mark

8.1 ☐ The mark is a visible sign.

8.1.1. Reproduction of the mark:

(8 cm x 8 cm)

[9] To be filled in where the applicant wishes to furnish evidence under Article 6*quinquies* A(1) of the Paris Convention when filing the application.

8.2 ☐ The applicant wishes that the Office register and publish the mark in the standard characters used by it.[10]

8.3 ☐ Color is claimed as a distinctive feature of the mark.

8.3.1 Indication of the color(s) claimed:[11]

8.3.2 Principal parts of the mark which are in that (those) color(s):

8.4 ☐ The mark is three-dimensional.

☐ .....[12] different views of the mark are attached.

8.5 The mark is a

8.5.1 ☐ hologram mark.

8.5.2 ☐ motion mark.

8.5.3 ☐ color mark.

8.5.4 ☐ position mark.

8.6 Where applicable, details concerning the mark(s) under 8.5.[13]

8.7 .....[14] reproduction(s) of the mark in black and white is (are) attached.

8.8 .....[14] reproduction(s) of the mark in color is (are) attached.

8.9 ☐ The mark is a non-visible sign.[15]

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10 Such a wish cannot be expressed in respect of marks which contain or consist of figurative elements. If, in the opinion of the Office, they do contain such elements, the Office will ignore the wish of the applicant and will register and publish the mark as appearing in the square.

11 The indication of the color may consist of the name and/or code of the color(s) claimed.

12 If several different views of the mark are not included in the square provided in item 8 but are attached, check this box and indicate the number of those different views.

13 In respect of any of these types of mark, the Office of a Contracting Party may require one or more reproductions of the mark and details concerning the mark, as prescribed by the law of that Contracting Party.

14 Indicate the number of reproductions in black and white and/or color.

15 If the mark consists of a non-visible sign, the Office of a Contracting Party may require an indication of the type of mark, one or more representations of the mark and details concerning the mark, as prescribed by the law of that Contracting Party.

9. Transliteration of the Mark

This mark or part of the mark is transliterated as follows:

10. Translation of the Mark

The mark or part of the mark is translated as follows:

11. Goods and/or Services

Names of the goods and/or services:[16]

☐ Check this box if the space above is not sufficient; in that case, give the names of the goods and/or services on an additional sheet.

12. Declaration Concerning Intention to Use or Actual Use; Evidence of Actual Use

12.1 ☐ Check this box if a declaration is attached.

12.2 ☐ Check this box if evidence of actual use is attached.

13. Requirements Relating to Languages

☐ Check this box if an attachment is enclosed in order to comply with any language requirement applicable with respect to the Office.[17]

[16] Where the goods and/or services belong to more than one class of the Nice Classification, they must be grouped according to the classes of that Classification. The number of each class must be indicated and the goods and/or services belonging to the same class must be grouped following the indication of the number of that class. Each group of goods or services must be presented in the order of the classes of the Nice Classification. Where all the goods or services belong to one class of the Nice Classification, the number of that class must be indicated.

[17] This box is not to be used if the Office does not admit more than one language.

14. Signature or Seal

14.1 Name of the natural person who signs or whose seal is used:

14.2 Check the appropriate box according to whether the signature is given, or the seal is used, by or on behalf of the

14.2.1 ☐ applicant.

14.2.2 ☐ representative.

14.3 Date of signature or of sealing:

14.4 Signature or seal:

15. Fee(s)

15.1 Currency and amount(s) of the fee(s) paid in connection with the present application:

15.2 Method of payment:

16. Additional Sheets and Attachments

☐ Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:

MODEL INTERNATIONAL FORM No. 2

POWER OF ATTORNEY

for procedure before the Office of .....

FOR OFFICE USE ONLY

1. Appointment

The undersigned hereby appoints as his/her representative the person identified in item 3,

below.

2. Name of the Person Making the Appointment[1]

[1] If the person making the appointment is the applicant (or one of the applicants), the name to be indicated is that of that applicant, as indicated in the application(s) to which this power relates. If the said person is the holder (or one of the holders), the name to be indicated is that of that holder, as recorded in the register of marks. If the said person is an interested person other than an applicant or holder, the name to be indicated is the full name of that person or the name customarily used by that person.

3. Representative

3.1 Name:

3.2 Address (including postal code and country):

Telephone number(s):	Telefacsimile number(s):	E-mail address:
(with the area code)	(with the area code)	

4. Application(s) and/or Registration(s) Concerned

This power of attorney concerns:

4.1 ☐ all existing and future applications and/or registrations of the person making the appointment, subject to any exception indicated on an additional sheet.

4.2 ☐ the following application(s) and/or registration(s):

4.2.1 the application(s) concerning the following mark(s):[2]

4.2.2 the application(s) having the following application number(s)[3] as well as any registration(s) resulting therefrom:

4.2.3 the registration(s) having the following registration number(s):

4.2.4 ☐ If the spaces under 4.2.1, 4.2.2 or 4.2.3 are not sufficient, check this box and provide the information on an additional sheet.

---

[2] Complete this item if the power of attorney is filed with the Office together with the application(s).

[3] Where the application number of an application has not yet been issued or is not known to the applicant or its representative, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a representation of the mark, accompanied by an indication of the date on which, to the best knowledge of the applicant or its representative, the application was received by the Office and an identification number given to the application by the applicant or its representative.

5. Scope of the Power of Attorney

5.1 ☐ Check this box if the representative has the right to act as representative for all purposes, including, where the person making the appointment is an applicant or a holder, the following purposes:

5.1.1 ☐ withdrawal of the application(s).

5.1.2 ☐ surrender of the registration(s).

5.2 ☐ Check this box if the representative does not have the right to act as representative for all purposes and indicate here or on an additional sheet the purposes excluded from the powers of the representative:

6. Signature or Seal

6.1 Name of the natural person who signs or whose seal is used:

6.2 Date of signature or of sealing:

6.3 Signature or seal:

7. Additional Sheets and Attachments

☐ Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:

MODEL INTERNATIONAL FORM No. 3

REQUEST FOR THE RECORDAL OF CHANGE(S) IN NAME(S) OR ADDRESS(ES)

in respect of registration(s) and/or application(s) for registration of mark(s)

submitted to the Office of .....

FOR OFFICE USE ONLY
Reference number of holder and/or applicant:[1] .....   Reference number of representative:[1] .....

---

1. Request for Recordal

The recordal of the change(s) indicated in the present request is hereby requested.

---

2. Registration(s) and/or Application(s) Concerned

The present request concerns the following registration(s) and/or application(s):

2.1 Registration number(s):

2.2 Application number(s):[2]

---

[1] The reference number allotted by the holder and/or applicant and/or the reference number allotted by the representative to the present request may be indicated in this space.

[2] Where the application number of an application has not yet been issued or is not known to the applicant or its representative, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a representation of the mark, accompanied by an indication of the date on which, to the best knowledge of the applicant or its representative, the application was received by the Office and an identification number given to the application by the applicant or its representative.

2.3 ☐ If the spaces under 2.1 or 2.2 are not sufficient, check this box and provide the information on an additional sheet.

3. Holder(s) and/or Applicant(s)

3.1 If the holder and/or applicant is a natural person, the person's

(a) family or principal name:[3]

(b) given or secondary name(s):[3]

3.2 If the holder and/or applicant is a legal entity, the entity's full official designation:

3.3 Address (including postal code and country):

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

3.4 ☐ Check this box if there is more than one holder and/or applicant; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 3.1 or 3.2 and 3.3.

4. Representative

4.1 Name:

4.2 Address (including postal code and country):

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

4.3 Serial number of the power of attorney:[4]

[3] The names to be indicated under (a) and (b) are those which were indicated in the application(s), or are recorded in respect of the registration(s), to which the present request relates.

[4] To be left blank if the power of attorney has not, or has not yet, been allotted a serial number or if the serial number is not yet known to the holder and/or applicant or the representative.

5. Address for Service

6. Indication of the Change(s)

6.1 Data to be changed:

Data as changed:[5]

6.2 ☐ Check this box if the above space is insufficient; in that case, indicate on an additional sheet the data to be changed with the data as changed.

7. Signature or Seal

7.1 Name of the natural person who signs or whose seal is used:

7.2 Check the appropriate box according to whether the signature is given, or the seal is used, by or on behalf of the

7.2.1 ☐ holder and/or applicant.

7.2.2 ☐ representative.

7.3 Date of signature or of sealing:

7.4 Signature or seal:

[5] Indicate the name(s) and/or address(es) as changed.

8. Fee

8.1 Currency and amount of the fee paid in connection with the present request for the recordal of change(s):

8.2 Method of payment:

9. Additional Sheets and Attachments

☐ Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:

MODEL INTERNATIONAL FORM No. 4

REQUEST FOR THE RECORDAL OF A CHANGE IN OWNERSHIP

in respect of registration(s) and/or application(s) for registration of mark(s)

submitted to the Office of .....

FOR OFFICE USE ONLY

Reference number of holder and/or applicant:[1]	.....
Reference number of representative:[1]	.....

---

1. Request for Recordal

The recordal of the change in ownership indicated in the present request is hereby requested.

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2. Registration(s) and/or Application(s) Concerned

The present request concerns the following registration(s) and/or application(s):

2.1 Registration number(s):

2.2 Application number(s):[2]

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[1] The reference number allotted by the holder and/or applicant and/or the reference number allotted by the representative to the present request may be indicated in this space.

[2] Where the application number of an application has not yet been issued or is not known to the applicant or its representative, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a representation of the mark, accompanied by an indication of the date on which, to the best knowledge of the applicant or its representative, the application was received by the Office and an identification number given to the application by the applicant or its representative.

2.3 ☐ If the spaces under 2.1 or 2.2 are not sufficient, check this box and provide the information on an additional sheet.

3. Goods and/or Services Affected by the Change

3.1 ☐ Check this box where all the goods and/or services listed in the application(s) and/or registration(s) referred to in item 2 are affected by the change.

3.2 ☐ Check this box where item 2 mentions only one application or registration and where only some of the goods and/or services listed in that application or registration are affected by the change and indicate the goods and/or services that should appear in the application or registration of the new owner (in which case the goods and/or services not indicated will remain in the application or registration of the applicant or holder):

3.3 ☐ Check this box where item 2 mentions more than one application or registration and if in respect of at least one of them the change affects less than all the goods and/or services listed. In this case, indicate on an additional sheet, separately in respect of each application and/or registration, whether the change affects all the goods and/or services or only some of them. In respect of any application or registration where only some of the goods and/or services are affected by the change, make the indication in the way specified in item 3.2.

4. Basis for the Change in Ownership

4.1 ☐ The change in ownership results from a contract.

One of the following documents is enclosed:

4.1.1 ☐ a copy, certified as being in conformity with the original, of the contract.

4.1.2 ☐ an extract, certified as being a true extract, of the contract.

4.1.3 ☐ a certificate of transfer.

4.1.4 ☐ a transfer document.

4.2 ☐ The change in ownership results from a merger.

A copy, certified as being in conformity with the original, of the following document, evidencing the merger, is enclosed:

4.2.1 ☐ extract from the register of commerce.

4.2.2 ☐ other document originating from the competent authority.

4.3 ☐ The change in ownership does not result from a contract or a merger.

4.3.1 ☐ A copy, certified as being in conformity with the original, of a document evidencing the change is enclosed.

5. Holder(s) and/or Applicant(s)

5.1 If the holder and/or applicant is a natural person, the person's

(a) family or principal name:[3]

(b) given or secondary name(s):[3]

5.2 If the holder and/or applicant is a legal entity, the entity's full official designation:

5.3 Address (including postal code and country):

[3] The names to be indicated under (a) and (b) are those which were indicated in the application(s), or are recorded in respect of the registration(s), to which the present request relates.

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

5.4 ☐ Check this box if there is more than one holder and/or applicant affected by the change; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 5.1 or 5.2 and 5.3.

5.5 ☐ Check this box if the holder and/or applicant, or one of the holders and/or applicants, has changed names and/or addresses without requesting the recordal of that change, and enclose a document evidencing that the person having transferred the ownership and the holder and/or applicant are the same person.

6. Representative of the Holder and/or Applicant

6.1 Name:

6.2 Address (including postal code and country):

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

6.3 Serial number of the power of attorney:[4]

7. Address for Service of the Holder and/or Applicant

8. New Owner(s)

8.1 If the new owner is a natural person, the person's

(a) family or principal name:[5]

[4] To be left blank if the power of attorney has not, or has not yet, been allotted a serial number or if the serial number is not yet known to the holder and/or applicant or the representative.

[5] The names to be indicated under (a) and (b) are either the full names of the new owner or the names customarily used by the new owner.

(b) given or secondary name(s):[5]

8.2 If the new owner is a legal entity, the entity's full official designation:

8.3 Address (including postal code and country):

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

8.4 State of nationality:

State of domicile:

State of establishment:[6]

8.5 Where the new owner is a legal entity, indicate

- the legal nature of the legal entity:
- the State, and, where applicable, the territorial unit within that State, under the law of which the legal entity is organized:

8.6 ☐ Check this box if there is more than one new owner; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 8.1 or 8.2, 8.3, 8.4 and 8.5.[7]

9. Representative of the New Owner

9.1 ☐ The new owner is not represented.

9.2 ☐ The new owner is represented.

9.2.1 Identification of the representative

9.2.1.1 Name:

9.2.1.2 Address (including postal code and country):

[6] "Establishment" means a real and effective industrial or commercial establishment.

[7] Where several new owners are listed on the additional sheet with different addresses and there is no representative, the address for correspondence must be underlined on the additional sheet.

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

9.2.2 ☐ The power of attorney is already in the possession of the Office.
Serial number: .....[8]

9.2.3 ☐ The power of attorney is attached.

9.2.4 ☐ The power of attorney will be furnished at a later date.

9.2.5 ☐ No power of attorney is needed.

10. Address for Service of the New Owner[9]

11. Signature or Seal

11.1 Name of the natural person who signs or whose seal is used:

11.2 Check the appropriate box according to whether the signature is given, or the seal is used, by or on behalf of the

11.2.1 ☐ holder and/or applicant.

11.2.2 ☐ new owner.

11.2.3 ☐ representative.

11.3 Date of signature or of sealing:

11.4 Signature or seal:

[8] To be left blank if the power of attorney has not, or has not yet, been allotted a serial number or if the serial number is not yet known to the new owner or the representative.

[9] An address for service must be indicated in the space available under the title of item 10 where the new owner does not have or, if there is more than one new owner, where none of the new owners has a domicile or a real and effective industrial or commercial establishment on the territory of the Contracting Party whose Office is the Office named on the first page of the present request, except where a representative is indicated in item 9.

12. Fee

12.1 Currency and amount of the fee paid in connection with the present request for the recordal of a change in ownership:

12.2 Method of payment:

13. Additional Sheets and Attachments

☐ Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:

MODEL INTERNATIONAL FORM No. 5

CERTIFICATE OF TRANSFER

in respect of registration(s) and/or
application(s) for registration of mark(s)

submitted to the Office of .....

FOR OFFICE USE ONLY

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1. Certification

The undersigned transferor(s) and transferee(s) hereby certify that the ownership of the registration(s) and/or application(s) identified below has been transferred by contract.

---

2. Registration(s) and/or Application(s) Concerned

The present certificate concerns the transfer of the following registration(s) and/or application(s):

2.1 Registration number(s):

2.2 Application number(s):[1]

2.3 ☐ If the spaces under 2.1 or 2.2 are not sufficient, check this box and provide the information on an additional sheet.

---

[1] Where the application number of an application has not yet been issued or is not known to the transferor or its representative, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a representation of the mark, accompanied by an indication of the date on which, to the best knowledge of the transferor or its representative, the application was received by the Office and an identification number given to the application by the transferor or its representative.

3. Goods and/or Services Affected by the Transfer

3.1 ☐ Check this box where all the goods and/or services listed in the application(s) and/or registration(s) referred to in item 2 have been affected by the transfer.

3.2 ☐ Check this box where item 2 mentions only one application or registration and where only some of the goods and/or services listed in that application or registration have been affected by the transfer and indicate the goods and/or services that have been affected by the transfer:

3.3 ☐ Check this box where item 2 mentions more than one application or registration and if in respect of at least one of them the transfer has affected less than all the goods and/or services listed. In this case, indicate on an additional sheet, separately in respect of each application and/or registration, whether the transfer affected all the goods and/or services or only some of them. In respect of any application or registration where only some of the goods and/or services were affected by the transfer, make the indication in the way specified in item 3.2.

4. Transferor(s)

4.1 If the transferor is a natural person, the person's

(a) family or principal name:[2]

(b) given or secondary name(s):[2]

[2] The names to be indicated under (a) and (b) are those which were indicated in the application(s), or are recorded in respect of the registration(s), to which the present certificate relates.

4.2 If transferor is a legal entity, the entity's full official designation:

4.3 Address (including postal code and country):

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

4.4 ☐ Check this box if there is more than one transferor; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 4.1 or 4.2 and 4.3.

5. Transferee(s)

5.1 If the transferee is a natural person, the person's

(a) family or principal name:[3]

(b) given or secondary name(s):[3]

5.2 If the transferee is a legal entity, the entity's full official designation:

5.3 Address (including postal code and country):

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

5.4 ☐ Check this box if there is more than one transferee; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 5.1 or 5.2 and 5.3.

[3] The names to be indicated under (a) and (b) are either the full names of the transferee or the names customarily used by the transferee.

6. Signatures or Seals

6.1 Signature(s) or seal(s) of the transferor(s)

6.1.1 Name(s) of the natural person(s) who sign(s) or whose seal(s) is (are) used:

6.1.2 Date of signature(s) or of sealing(s):

6.1.3 Signature(s) or seal(s):

6.2 Signature(s) or seal(s) of the transferee(s)

6.2.1 Name(s) of the natural person(s) who sign(s) or whose seal(s) is (are) used:

6.2.2 Date of signature(s) or of sealing(s):

6.2.3 Signature(s) or seal(s):

7. Additional Sheets and Attachments

☐ Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:

MODEL INTERNATIONAL FORM No. 6

TRANSFER DOCUMENT

in respect of registration(s) and/or
application(s) for registration of marks

submitted to the Office of .....

FOR OFFICE USE ONLY

1. Declaration of Transfer

The undersigned transferor(s) transfers (transfer) to the undersigned transferee(s) the ownership of the registration(s) and/or application(s) identified below.

2. Registration(s) and/or Application(s) Concerned

The present document concerns the transfer of the following registration(s) and/or application(s):

2.1 Registration number(s):

2.2 Application number(s):[1]

2.3 ☐ If the spaces under 2.1 or 2.2 are not sufficient, check this box and provide the information on an additional sheet.

[1] Where the application number of an application has not yet been issued or is not known to the transferor or its representative, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a representation of the mark, accompanied by an indication of the date on which, to the best knowledge of the transferor or its representative, the application was received by the Office and an identification number given to the application by the transferor or its representative.

3. Goods and/or Services Affected by the Transfer

3.1 ☐ Check this box where all the goods and/or services listed in the application(s) and/or registration(s) referred to in item 2 are affected by the transfer.

3.2 ☐ Check this box where item 2 mentions only one application or registration and where only some of the goods and/or services listed in that application or registration are affected by the transfer and indicate the goods and/or services that are affected by the transfer:

3.3 ☐ Check this box where item 2 mentions more than one application or registration and if in respect of at least one of them the transfer affects less than all the goods and/or services listed. In this case, indicate on an additional sheet, separately in respect of each application and/or registration, whether the transfer affects all the goods and/or services or only some of them. In respect of any application or registration where only some of the goods and/or services that are affected by the transfer, make the indication in the way specified in item 3.2.

4. Transferor(s)

4.1 If the transferor is a natural person, the person's

(a) family or principal name:[2]

(b) given or secondary name(s):[2]

[2] The names to be indicated under (a) and (b) are those which were indicated in the application(s), or are recorded in respect of the registration(s), to which the present document relates.

4.2 If the transferor is a legal entity, the entity's full official designation:

4.3 Address (including postal code and country):

Telephone number(s): (with the area code) | Telefacsimile number(s): (with the area code) | E-mail address:

4.4 ☐ Check this box if there is more than one transferor; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 4.1 or 4.2 and 4.3.

5. Transferee(s)

5.1 If the transferee is a natural person, the person's

(a) family or principal name:[3]

(b) given or secondary name(s):[3]

5.2 If the transferee is a legal entity, the entity's full official designation:

5.3 Address (including postal code and country):

Telephone number(s): (with the area code) | Telefacsimile number(s): (with the area code) | E-mail address:

[3] The names to be indicated under (a) and (b) are either the full names of the transferee or the names customarily used by the transferee.

5.4 ☐ Check this box if there is more than one transferee; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 5.1 or 5.2 and 5.3.

6. Additional Indications (see the Annex to this Form (attached))

(the furnishing of any of those indications is optional for the purposes of recordal of the change in ownership)

☐ Check this box if the Annex is used.

7. Signatures or Seals

7.1 Signature(s) or seal(s) of the transferor(s)

7.1.1 Name(s) of the natural person(s) who sign(s) or whose seal(s) is (are) used:

7.1.2 Date of signature(s) or of sealing(s):

7.1.3 Signature(s) or seal(s):

7.2 Signature(s) or seal(s) of the transferee(s)

7.2.1 Name(s) of the natural person(s) who sign(s) or whose seal(s) is (are) used:

7.2.2 Date of signature(s) or of sealing(s):

7.2.3 Signature(s) or seal(s):

8. Additional Sheets, Attachments and Annex

☐ Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:

☐ Check this box if an Annex is enclosed and indicate the number of the pages of the Annex and the number of any additional sheets to the Annex:

Annex to Form No. 6

Additional Indications Relating to a Transfer Document (Item 6)

A. Transfer of Goodwill or Business

(a) ☐ Check this box where the transfer is made with the relevant goodwill or the business in respect of all the goods and/or services listed in the application(s) and/or registration(s) referred to in item 2 of the transfer document.

(b) ☐ Check this box where item 2 of the transfer document mentions only one application or registration and where the transfer is made with the relevant goodwill or the business in respect of only some of the goods and/or services listed in that application or registration and indicate the goods and/or services in respect of which the transfer is made with the relevant goodwill or the business:

(c) ☐ Check this box where item 2 of the transfer document mentions more than one application or registration and if in respect of at least one of them the transfer is made with the relevant goodwill or the business in respect of less than all the goods and/or services listed. In this case, indicate on an additional sheet, separately in respect of each application and/or registration, whether the transfer is made with the relevant goodwill or the business in respect of all the goods and/or services or only some of them. In respect of any application or registration where the transfer is made with the relevant goodwill or the business in respect of only some of the goods and/or services, make the indication in the way specified in item (b).

B. Transfer of Rights Resulting from Use

The rights, arising from the use of the mark, are transferred in respect of

(a) ☐ all registration(s) and/or application(s).

(b) ☐ only the following registration(s) and/or application(s):

C. Transfer of the Right to Sue

☐ The transferee shall have the right to sue for past infringements.

D. Consideration

(a) ☐ The transfer is effected in consideration for money received.

(b) ☐ The transfer is effected in consideration for money received and other good and valuable consideration.

(c) ☐ The transferor hereby acknowledges receipt of the above-mentioned consideration.

E. Effective Date of the Transfer

(a) ☐ The transfer is effective as of the date of signature of the present transfer document.

(b) ☐ The transfer is effective as of the following date: .....

MODEL INTERNATIONAL FORM No. 7

REQUEST FOR THE CORRECTION OF MISTAKE(S)

in registration(s) and/or application(s) for registration of marks

submitted to the Office of .....

FOR OFFICE USE ONLY
Reference number of holder and/or applicant:[1] .....
Reference number of representative:[1] .....

1. Request for Correction

The correction(s) identified in the present request is (are) hereby requested.

2. Registration(s) and/or Application(s) Concerned

The present request concerns the following registration(s) and/or application(s):

2.1 Registration number(s):

2.2 Application number(s):[2]

[1] The reference number allotted by the holder and/or applicant and/or the reference number allotted by the representative to the present request may be indicated in this space.

[2] Where the application number of an application has not yet been issued or is not known to the applicant or its representative, that application may be identified by furnishing either: (i) the provisional application number, if any, given by the Office, or (ii) a copy of the application, or (iii) a representation of the mark, accompanied by an indication of the date on which, to the best knowledge of the applicant or its representative, the application was received by the Office and an identification number given to the application by the applicant or its representative.

2.3 ☐ If the spaces under 2.1 or 2.2 are not sufficient, check this box and provide the information on an additional sheet.

3. Holder(s) and/or Applicant(s)

3.1 If the holder and/or applicant is a natural person, the person's

(a) family or principal name:[3]

(b) given or secondary name(s):[3]

3.2 If the holder and/or applicant is a legal entity, the entity's full official designation:

3.3 Address (including postal code and country):

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

3.4 ☐ Check this box if there is more than one holder and/or applicant; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 3.1 or 3.2 and 3.3.

4. Representative

4.1 Name:

4.2 Address (including postal code and country):

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

[3] The names to be indicated under (a) and (b) are those which were indicated in the application(s), or are recorded in respect of the registration(s), to which the present request relates.

4.3 Serial number of the power of attorney:[4]

5. Address for Service

6. Indication of Mistake(s) and Correction(s)

6.1 Data to be corrected:

Data as corrected:

6.2 ☐ Check this box if the above space is insufficient; in that case, indicate on an additional sheet the data to be corrected with the data as corrected.

7. Signature or Seal

7.1 Name of the natural person who signs or whose seal is used:

7.2 Check the appropriate box according to whether the signature is given, or the seal is used, by or on behalf of the

7.2.1 ☐ holder and/or applicant.

7.2.2 ☐ representative.

[4] To be left blank if the power of attorney has not, or has not yet, been allotted a serial number or if the serial number is not yet known to the holder and/or applicant or the representative.

7.3 Date of signature or of sealing:

7.4 Signature or seal:

8. Fee

8.1 Currency and amount of the fee paid in connection with the present request for correction:

8.2 Method of payment:

9. Additional Sheets and Attachments

☐ Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:

MODEL INTERNATIONAL FORM No. 8

REQUEST FOR THE RENEWAL OF A REGISTRATION

submitted to the Office of .....

FOR OFFICE USE ONLY

Reference number of holder:[1] .....
Reference number of representative:[1] .....

---

1. Indication That a Renewal is Sought

The renewal of the registration identified in the present request is hereby requested.

---

2. Registration Concerned

2.1 Registration number:

2.2 Filing date of the application which resulted in the registration:

Registration date:

---

[1] The reference number allotted by the holder and/or the reference number allotted by the representative to the present request for renewal may be indicated in this space.

3. Holder(s)

3.1 If the holder is a natural person, the person's

(a) family or principal name:[2]

(b) given or secondary name(s):[2]

3.2 If the holder is a legal entity, the entity's full official designation:

3.3 Address (including postal code and country):

Telephone number(s): (with the area code) | Telefacsimile number(s): (with the area code) | E-mail address:

3.4 ☐ Check this box if there is more than one holder; in that case, list them on an additional sheet and indicate, in respect of each of them, the data referred to in items 3.1 or 3.2 and 3.3.

4. Representative of the Holder

4.1 Name:

4.2 Address (including postal code and country):

Telephone number(s): (with the area code) | Telefacsimile number(s): (with the area code) | E-mail address:

4.3 Serial number of the power of attorney:[3]

---

[2] The names to be indicated under (a) and (b) are those which are recorded in respect of the registration to which the present request relates.

[3] To be left blank if the power of attorney has not, or has not yet, been allotted a serial number or if the serial number is not yet known to the holder or the representative.

5. Address for Service of the Holder

6. Goods and/or Services[4]

6.1 ☐ Renewal is requested for all the goods and/or services covered by the registration.

6.2 ☐ Renewal is only requested for the following goods and/or services covered by the registration:[5]

6.3 ☐ Renewal is requested for all the goods and/or services covered by the registration except the following:[6]

6.4 ☐ Check this box if the above space is insufficient and use an additional sheet.

---

4 Check only one of boxes 6.1, 6.2 or 6.3.

5 The list of the goods and/or services for which renewal is requested must be presented in the same way as it appears in the registration (grouping according to the classes of the Nice Classification, starting with an indication of the number of the relevant class and, where the goods or services belong to more than one class, presentation in the order of the classes of that Classification).

6 The goods and/or services for which renewal is not requested must, where they belong to more than one class of the Nice Classification, be grouped according to the classes of that Classification, starting with an indication of the number of the relevant class and presented in the order of the classes of the said Classification.

7. Person, Other Than the Holder or the Representative of the Holder, who Files the Present Request for Renewal[7]

☐ Check this box if the present request for renewal is filed by a person other than the holder or the representative of the holder.

7.1 If the person is a natural person, the person's

(a) family or principal name:

(b) given or secondary name(s):

7.2 If the person is a legal entity, the entity's full official designation:

7.3 Address (including postal code and country):

Telephone number(s): (with the area code)	Telefacsimile number(s): (with the area code)	E-mail address:

8. Signature or Seal

8.1 Name of the natural person who signs or whose seal is used:

8.2 Check the appropriate box according to whether the signature is given, or the seal is used, by or on behalf of the

8.2.1 ☐ holder.

[7] A person other than the holder or the representative of the holder may file a request for renewal only where the Contracting Party concerned allows it. Consequently, the present item cannot be completed if the Contracting Party whose Office is the Office identified on the first page of the present request for renewal does not allow a request for renewal to be filed by a person other than the holder or the representative of the holder.

8.2.2 ☐ representative of the holder.

8.2.3 ☐ person referred to in item 7.

8.3 Date of signature or of sealing:

8.4. Signature or seal:

9. Fee

9.1 Currency and amount of the fee paid in connection with the present request for renewal:

9.2 Method of payment:

10. Additional Sheets and Attachments

☐ Check this box if additional sheets and/or attachments are enclosed and indicate the total number of such sheets and/or attachments:

MODEL INTERNATIONAL FORM No. 9

REQUEST FOR RECORDAL OF LICENSE

in respect of application(s) and/or registered mark(s), submitted to the Office of .....

FOR OFFICE USE ONLY

Reference indication of holder/applicant and/or licensee:[1]	.....
Reference indication of representative of holder/applicant:	.....
licensee:[1]	.....

1. Request

☐ The recordal of the fact that the registration(s) and/or application(s) mentioned in the present request is (are) the subject of a license is hereby requested.

[1] Any reference indication allotted by the holder/applicant and/or licensee and/or any reference indication allotted by any of the representatives to the present request may be given in this space.

2. Registration(s) and/or Application(s) Concerned

The present request concerns the following registration(s) and/or application(s):

2.1 Registration and/or application number(s):

2.2 ☐ If the space under item 2.1 is not sufficient, check this box and provide the information on an additional sheet.

3. Holder(s)/Applicant(s)

3.1 If the holder/applicant is a natural person, the person's

(a) family or principal name:[2]

(b) given or secondary name(s):[2]

3.2 If the holder/applicant is a legal entity,

(a) the entity's full official designation:

(b) the legal nature of the legal entity:

(c) the State, and, where applicable, the territorial unit within that State, under the law of which the legal entity is organized:

3.3 Address (including postal code and country):

Telephone number(s):[3] Telefacsimile numbers(s):[3] E-mail address:

3.4 ☐ Check this box if there is more than one holder/applicant; in that case, list the additional holders/applicants on a separate sheet and indicate, in respect of each of them, the data referred to in items 3.1 or 3.2 and 3.3.

---

[2] The names to be indicated under (a) and (b) are those which appear in the records of the Office in respect of the holder/applicant of the registration(s)/application(s) to which the present request relates.

[3] Even where the Office elects to request this information, the holder/applicant or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

4. Representative of Holder(s)/Applicant(s)

4.1 Name:

4.2 Address (including postal code and country):

Telephone number(s):[4] Telefacsimile number(s):[4] E-mail address:

4.3 Registration number, if registered with the Office:

4.4 Number allotted to the power of attorney:[5]

5. Address for Service of Holder(s)/Applicant(s)[6]

6. Licensee

6.1 If the licensee is a natural person, the person's

(a) family or principal name:

(b) given or secondary name(s):

6.2 If the licensee is a legal entity,

(a) the entity's full official designation:

(b) the legal nature of the legal entity:

---

4 Even where the Office elects to request this information, the holder/applicant or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

5 Leave blank if the power of attorney has not, or has not yet, been allotted a number or if the number is not known to the holder/applicant or the representative.

6 According to Article 4(2)(b), an address for service must be indicated in the space available under the title of item 5 where the holder/applicant does not have, or has not indicated, a domicile or a real and effective industrial or commercial establishment on the territory of the Contracting Party whose Office is the Office named on the first page of the present request, except where a representative is indicated in item 4.

(c) the State, and, where applicable, the territorial unit within that State, under the law of which the legal entity is organized:

6.3 Address (including postal code and country):

Telephone number(s):[7] Telefacsimile numbers(s):[7] E-mail address:

6.4 State of nationality of the licensee:

6.5 State of domicile of the licensee:

6.6 State of real and effective industrial or commercial establishment of the licensee:

6.7 ☐ Check this box if there is more than one licensee; in that case, list each additional licensee on a separate sheet and indicate, in respect of each of them, the data referred to in items 6.1 to 6.6.

7. Representative of Licensee

7.1 Name:

7.2 Address (including postal code and country):

Telephone number(s):[8] Telefacsimile number(s):[8] E-mail address:

7.3 Registration number, if registered with the Office:

7.4 Number allotted to the power of attorney:[9]

[7] Even where the Office elects to request this information, the licensee or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

[8] Even where the Office elects to request this information, the licensee or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

[9] Leave blank if the power of attorney has not, or has not yet, been allotted a number or if the number is not known to the licensee or its representative.

8. Address for Service of Licensee[10]

9. Goods and/or Services for Which the License Is Granted[11]

9.1 ☐ The license is granted for all the goods and/or services listed in the registration(s) and/or application(s) referred to in item 2.

9.2 ☐ Only one registration and/or application is mentioned in item 2 and the license is only granted for some of the goods and/or services listed in that registration or application. The following goods and/or services are covered by the license:

9.3 ☐ More than one registration and/or application is mentioned in item 2, and in respect of at least one of them, the license covers less than all the goods and/or services listed. In this case, indicate on an additional sheet, separately in respect of each registration and/or applications, whether the license covers all the goods and/or services or only some of them.

10. Kind of License[11]

10.1 ☐ The license is an exclusive license.

10.2 ☐ The license is a sole license.

10.3 ☐ The license is a non-exclusive license.

10.4 ☐ The license concerns only the following part of the territory covered by the registration:

[10] According to Article 4(2)(b), an address for service must be indicated in the space available under the title of item 8 where the licensee does not have, or has not indicated, a domicile or a real and effective industrial or commercial establishment on the territory of the Contracting Party whose Office is the Office named on the first page of the present request, except where a representative is indicated in item 7.

[11] Check the appropriate boxes.

11. Time Duration of the License

11.1 ☐ The license is limited in time and granted

from .....to ..... .

11.1.1 ☐ The license is subject to automatic extension.

11.2 ☐ The license is granted for an unlimited duration.

12. Signature or Seal[12]

12.1 Name of the natural person who signs or whose seal is used:

12.2 Check the appropriate box according to whether the signature is given, or the seal is used, by or on behalf of the

12.2.1 ☐ holder and/or applicant.

12.2.2 ☐ licensee.

12.2.3 ☐ representative.

12.3 Date of signature or of sealing:

12.4 Signature or seal:

13. Fee

13.1 Currency and amount of the fee paid in connection with the present request:

13.2 Method of payment:

[12] If there is more than one person signing or whose seal is used, all of the indications under sub-items 12.1 to 12.4 should be given on an additional sheet.

14. Additional Sheets

☐ Check this box if additional sheets are enclosed and indicate the total number of such sheets:

MODEL INTERNATIONAL FORM No. 10

STATEMENT OF LICENSE

in respect of application(s) and/or registered mark(s),
submitted to the Office of .....

FOR OFFICE USE ONLY

Reference indication of holder/applicant and/or licensee:[1]	.....
Reference indication of representative of holder/applicant:	.....
licensee:[1]	.....

---

1. Statement

The holder(s)/applicant(s) and licensee(s) hereby state that the registration(s) and/or application(s) identified below is (are) the subject of a license.

---

[1] Any reference indication allotted by the holder/applicant and/or licensee and/or any reference indication allotted by any of the representatives to the present request may be given in this space.

2. Registration(s) and/or Application(s) Concerned

The present statement concerns the following registration(s) and/or application(s):

2.1 Registration and/or application number(s):

2.2 ☐ If the space under item 2.1 is not sufficient, check this box and provide the information on an additional sheet.

3. Holder(s)/Applicant(s)

3.1 If the holder/applicant is a natural person, the person's

(a) family or principal name:[2]

(b) given or secondary name(s): [2]

3.2 If the holder/applicant is a legal entity,

(a) the entity's full official designation:

(b) the legal nature of the legal entity:

(c) the State, and, where applicable, the territorial unit within that State, under the law of which the legal entity is organized:

3.3 Address (including postal code and country):

Telephone number(s):[3] Telefacsimile number(s):[3] E-mail address:

3.4 ☐ Check this box if there is more than one holder/applicant; in that case, list the additional holders/applicants on a separate sheet and indicate, in respect of each of them, the data referred to in items 3.1 or 3.2 and 3.3.

---

[2] The names to be indicated under (a) and (b) are those which appear in the records of the Office in respect of the holder/applicant of the registration(s)/application(s) to which the present request relates.

[3] Even where the Office elects to request this information, the holder/applicant or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

4. Representative of Holder(s)/Applicant(s)

4.1 Name:

4.2 Address (including postal code and country):

Telephone number(s):[4] Telefacsimile number(s):[4] E-mail address:

4.3 Registration number, if registered with the Office:

4.4 Number allotted to the power of attorney:

5. Licensee

5.1 If the licensee is a natural person, the person's

(a) family or principal name:

(b) given or secondary name(s):

5.2 If the licensee is a legal entity,

(a) the entity's full official designation:

(b) the legal nature of the legal entity:

(c) the State, and, where applicable, the territorial unit within that State, under the law of which the legal entity is organized:

5.3 Address (including postal code and country):

Telephone number(s):[5] Telefacsimile number(s):[5] E-mail address:

[4] Even where the Office elects to request this information, the holder/applicant or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

[5] Even where the Office elects to request this information, the licensee or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

5.4 State of nationality of the licensee:

5.5 State of domicile of the licensee:

5.6 State of real and effective industrial or commercial establishment of the licensee:

5.7 ☐ Check this box if there is more than one licensee; in that case, list each additional licensee on a separate sheet and indicate, in respect of each of them, the data referred to in items 5.1 to 5.6.

6. Representative of Licensee

6.1 Name:

6.2 Address (including postal code and country):

Telephone number(s):[6] Telefacsimile number(s):[6] E-mail address:

6.3 Registration number, if registered with the Office:

6.4 Number allotted to the power of attorney:[7]

7. Goods and/or Services for Which the License Is Granted[8]

7.1 ☐ The license is granted for all the goods and/or services listed in the registration(s) and/or application(s) referred to in item 2.

[6] Even where the Office elects to request this information, the licensee or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

[7] Leave blank if the power of attorney has not, or has not yet, been allotted a number or if the number is not known to the licensee or the representative.

[8] Check the appropriate boxes.

7.2 ☐ Only one registration or application is mentioned in item 2 and the license is only granted for some of the goods and/or services listed in that registration or application. The following goods and/or services are covered by the license:

7.3 ☐ More than one registration and/or application is mentioned in item 2, and in respect of at least one of them, the license covers less than all the goods and/or services listed. In this case, indicate on an additional sheet, separately in respect of each registration and/or applications, whether the license covers all the goods and/or services or only some of them.

8. Kind of License[8]

8.1 ☐ The license is an exclusive license.

8.2 ☐ The license is a sole license.

8.3 ☐ The license is a non-exclusive license.

8.4 ☐ The license concerns only the following part of the territory covered by the registration:

9. Time Period of License[8]

9.1 ☐ The license is limited in time and granted

from .....to .....

9.1.1 ☐ The license is subject to automatic extension.

9.2 ☐ The license is granted for an unlimited time.

10. Signatures or Seals[9]

10.1 Signature(s) or seal(s) of the holder(s)/applicant(s):

[9] If there is more than one person signing or whose seal is used, all of the indications under sub-items 10.1 to 10.4 should be given on an additional sheet.

10.1.1 Name of the holder/applicant or, if the holder/applicant is a legal entity, name of the person who acts on behalf of the holder/applicant

10.1.2 Date of signature or of sealing:

10.1.3 Signature or seal:

10.2 Signature(s) or seal(s) of the licensee(s):

10.2.1 Name of the licensee or, if the licensee is a legal entity, name of the person who acts on behalf of the licensee:

10.2.2 Date of signature or of sealing:

10.2.3 Signature or seal:

10.3 Signature or seal of the representative of the holder(s)/applicant(s):

10.3.1 Name of the natural person who signs or whose seal is used:

10.3.2 Date of signature or of sealing:

10.3.3 Signature or seal:

10.4 Signature or seal of the representative of the licensee(s):

10.4.1 Name of the natural person who signs or whose seal is used:

10.4.2 Date of signature or of sealing:

10.4.3 Signature or seal:

11. Additional Sheets

☐ Check this box if additional sheets are enclosed and indicate the total number of such sheets:

MODEL INTERNATIONAL FORM No. 11

STATEMENT OF AMENDMENT OF LICENSE

in respect of application(s) and/or registered mark(s),
submitted to the Office of .....

FOR OFFICE USE ONLY

Reference indication of holder/applicant and/or licensee:[1]	.....
Reference indication of representative of holder/applicant:	.....
licensee:[1]	.....

---

1. Statement

The holder(s)/applicant(s) and licensee(s) hereby state that the registration(s) and/or application(s) identified below is (are) the subject of an amendment of license.

---

[1] Any reference indication allotted by the holder/applicant and/or licensee and/or any reference indication allotted by any of the representatives to the present request may be given in this space.

2. Registration(s) and/or Application(s) Concerned

The present statement concerns the following registration(s) and/or application(s):

2.1 Registration and/or application number(s):

2.2 ☐ If the space under item 2.1 is not sufficient, check this box and provide the information on an additional sheet.

3. Holder(s)/Applicant(s)

3.1 If the holder/applicant is a natural person, the person's

(a) family or principal name:[2]

(b) given or secondary name(s): [2]

3.2 If the holder/applicant is a legal entity,

(a) the entity's full official designation:

(b) the legal nature of the legal entity:

(c) the State, and, where applicable, the territorial unit within that State, under the law of which the legal entity is organized:

3.3 Address (including postal code and country):

Telephone number(s):[3] Telefacsimile number(s):[3] E-mail address:

3.4 ☐ Check this box if there is more than one holder/applicant; in that case, list the additional holders/applicants on a separate sheet and indicate, in respect of each of them, the data referred to in items 3.1 or 3.2 and 3.3.

---

[2] The names to be indicated under (a) and (b) are those which appear in the records of the Office in respect of the holder/applicant of the registration(s)/application(s) to which the present request relates.

[3] Even where the Office elects to request this information, the holder/applicant or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

4. Representative of Holder(s)/Applicant(s)

4.1 Name:

4.2 Address (including postal code and country):

Telephone number(s):[4] Telefacsimile number(s):[4] E-mail address:

4.3 Registration number, if registered with the Office:

4.4 Number allotted to the power of attorney:

5. Licensee

5.1 If the licensee is a natural person, the person's

(a) family or principal name:

(b) given or secondary name(s):

5.2 If the licensee is a legal entity,

(a) the entity's full official designation:

(b) the legal nature of the legal entity:

(c) the State, and, where applicable, the territorial unit within that State, under the law of which the legal entity is organized:

5.3 Address (including postal code and country):

Telephone number(s):[5] Telefacsimile number(s):[5] E-mail address:

[4] Even where the Office elects to request this information, the holder/applicant or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

[5] Even where the Office elects to request this information, the licensee or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

5.4 State of nationality of the licensee:

5.5 State of domicile of the licensee:

5.6 State of real and effective industrial or commercial establishment of the licensee:

5.7 ☐ Check this box if there is more than one licensee; in that case, list each additional licensee on a separate sheet and indicate, in respect of each of them, the data referred to in items 5.1 to 5.6.

6. Representative of Licensee

6.1 Name:

6.2 Address (including postal code and country):

Telephone number(s):[6] Telefacsimile number(s):[6] E-mail address:

6.3 Registration number, if registered with the Office:

6.4 Number allotted to the power of attorney:[7]

7. Goods and/or Services for Which the License Is Amended

The nature and scope of the amendment is indicated on a separate sheet.

8. Kind of Amended License[8]

8.1 ☐ The amended license is an exclusive license.

8.2 ☐ The amended license is a sole license.

[6] Even where the Office elects to request this information, the licensee or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

[7] Leave blank if the power of attorney has not, or has not yet, been allotted a number or if the number is not known to the licensee or the representative.

[8] Check the appropriate boxes.

8.3 ☐ The amended license is a non-exclusive license.

8.4 ☐ The amended license concerns only the following part of the territory covered by the registration:

9. Time Period of License[8]

9.1 ☐ The amended license is limited in time and granted

from .....to .....

9.1.1 ☐ The amended license is subject to automatic extension.

9.2 ☐ The amended license is granted for an unlimited time.

10. Signatures or Seals[9]

10.1 Signature(s) or seal(s) of the holder(s)/applicant(s):

10.1.1 Name of the holder/applicant or, if the holder/applicant is a legal entity, name of the person who acts on behalf of the holder/applicant

10.1.2 Date of signature or of sealing:

10.1.3 Signature or seal:

10.2 Signature(s) or seal(s) of the licensee(s):

10.2.1 Name of the licensee or, if the licensee is a legal entity, name of the person who acts on behalf of the licensee:

10.2.2 Date of signature or of sealing:

10.2.3 Signature or seal:

[9] If there is more than one person signing or whose seal is used, all of the indications under sub-items 10.1 to 10.4 should be given on an additional sheet.

10.3 Signature or seal of the representative of the holder(s)/applicant(s):

10.3.1 Name of the natural person who signs or whose seal is used:

10.3.2 Date of signature or of sealing:
10.3.3 Signature or seal:

10.4 Signature or seal of the representative of the licensee(s):

10.4.1 Name of the natural person who signs or whose seal is used:

10.4.2 Date of signature or of sealing:

10.4.3 Signature or seal:

11. Additional Sheets

☐ Check this box if additional sheets are enclosed and indicate the total number of such sheets:

MODEL INTERNATIONAL FORM No. 12

STATEMENT OF CANCELLATION OF LICENSE

in respect of application(s) and/or registered mark(s),
submitted to the Office of .....

FOR OFFICE USE ONLY

Reference indication of holder/applicant and/or licensee:[1]	.....
Reference indication of representative of	
holder/applicant:	.....
licensee:	.....

1. Statement

The holder(s)/applicant(s) and licensee(s) hereby state that the registration(s) and/or application(s) identified below is (are) the subject of a cancellation of license.

[1] Any reference indication allotted by the holder/applicant and/or licensee and/or any reference indication allotted by any of the representatives to the present request may be given in this space.

2. Registration(s) and/or Application(s) Concerned

The present statement concerns the following registration(s) and/or application(s):

2.1 Registration and/or application number(s):

2.2 ☐ If the space under item 2.1 is not sufficient, check this box and provide the information on an additional sheet.

3. Holder(s)/Applicant(s)

3.1 If the holder/applicant is a natural person, the person's

(a) family or principal name:[2]

(b) given or secondary name(s): [2]

3.2 If the holder/applicant is a legal entity,

(a) the entity's full official designation:

(b) the legal nature of the legal entity:

(c) the State, and, where applicable, the territorial unit within that State, under the law of which the legal entity is organized:

3.3 Address (including postal code and country):

Telephone number(s):[3] Telefacsimile number(s):[3] E-mail address:

3.4 ☐ Check this box if there is more than one holder/applicant; in that case, list the additional holders/applicants on a separate sheet and indicate, in respect of each of them, the data referred to in items 3.1 or 3.2 and 3.3.

---

[2] The names to be indicated under (a) and (b) are those which appear in the records of the Office in respect of the holder/applicant of the registration(s)/application(s) to which the present request relates.

[3] Even where the Office elects to request this information, the holder/applicant or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

4. Representative of Holder(s)/Applicant(s)

4.1 Name:

4.2 Address (including postal code and country):

Telephone number(s):[4] Telefacsimile number(s):[4] E-mail address:

4.3 Registration number, if registered with the Office:

4.4 Number allotted to the power of attorney:

5. Licensee

5.1 If the licensee is a natural person, the person's

(a) family or principal name:

(b) given or secondary name(s):

5.2 If the licensee is a legal entity,

(a) the entity's full official designation:

(b) the legal nature of the legal entity:

(c) the State, and, where applicable, the territorial unit within that State, under the law of which the legal entity is organized:

5.3 Address (including postal code and country):

Telephone number(s):[5] Telefacsimile number(s):[5] E-mail address:

[4] Even where the Office elects to request this information, the holder/applicant or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

[5] Even where the Office elects to request this information, the licensee or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

5.4 State of nationality of the licensee:

5.5 State of domicile of the licensee:

5.6 State of real and effective industrial or commercial establishment of the licensee:

5.7 ☐ Check this box if there is more than one licensee; in that case, list each additional licensee on a separate sheet and indicate, in respect of each of them, the data referred to in items 5.1 to 5.6.

6. Representative of Licensee

6.1 Name:

6.2 Address (including postal code and country):

Telephone number(s):[6] Telefacsimile number(s):[6] E-mail address:

6.3 Registration number, if registered with the Office:

6.4 Number allotted to the power of attorney:[7]

7. Goods and/or Services for Which the License Is Cancelled

The nature and scope of the cancellation is indicated on a separate sheet.

8. Signatures or Seals[8]

8.1 Signature(s) or seal(s) of the holder(s)/applicant(s):

[6] Even where the Office elects to request this information, the licensee or its representative has the option to refrain from providing such indications. Where they are given, they should include the country code (where appropriate) and area code.

[7] Leave blank if the power of attorney has not, or has not yet, been allotted a number or if the number is not known to the licensee or the representative.

[8] If there is more than one person signing or whose seal is used, all of the indications under sub-items 8.1 to 8.4 should be given on an additional sheet.

8.1.1 Name of the holder/applicant or, if the holder/applicant is a legal entity, name of the person who acts on behalf of the holder/applicant

8.1.2 Date of signature or of sealing:

8.1.3 Signature or seal:

8.2 Signature(s) or seal(s) of the licensee(s):

8.2.1 Name of the licensee or, if the licensee is a legal entity, name of the person who acts on behalf of the licensee:

8.2.2 Date of signature or of sealing:

8.2.3 Signature or seal:

8.3 Signature or seal of the representative of the holder(s)/applicant(s):

8.3.1 Name of the natural person who signs or whose seal is used:

8.3.2 Date of signature or of sealing:

8.3.3 Signature or seal:

8.4 Signature or seal of the representative of the licensee(s):

8.4.1 Name of the natural person who signs or whose seal is used:

8.4.2 Date of signature or of sealing:

8.4.3 Signature or seal:

9. Additional Sheets

☐ Check this box if additional sheets are enclosed and indicate the total number of such sheets:

I hereby certify that the foregoing text is a true copy of the text in English of the Singapore Treaty on the Law of Trademarks and the Regulations under the Singapore Treaty on the Law of Trademarks, adopted on March 27, 2006.

Kamil Idris
Director General
World Intellectual Property Organization

February 8, 2007