

# REGULATIONS UNDER THE TRADEMARK LAW TREATY

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### Rule 1

#### Abbreviated Expressions

- (1) [“Treaty”; “Article”]
  - (a) In these Regulations, the word “Treaty” means the Trademark Law Treaty.
  - (b) In these Regulations, the word “Article” refers to the specified Article of the Treaty.
- (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 the 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 and a telefacsimile number 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) [Script to Be Used] Any Contracting Party may require that any indication referred to in paragraphs (1) and (2) be in the script used by the Office.

### Rule 3

#### Details Concerning the Application

(1) [Standard Characters] Where, pursuant to Article 3(1)(a)(ix), 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 of the Contracting Party, the Office shall register and publish that mark in such standard characters.

(2) [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.

(3) [Reproduction of a Three-Dimensional Mark]

(a) Where, pursuant to Article 3(1)(a)(xi), 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 (2)(a)(i) and (b) shall apply *mutatis mutandis*.

(4) [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.

(5) [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.

(6) [Time Limit for Furnishing Evidence of Actual Use of the Mark] The time limit referred to in Article 3(6) 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

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 fee referred to in Article 5(2)(a) has been paid to the Office. Otherwise, the application shall be treated as if it had not been filed.

(3) [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 19(1)(ii),
- (iii) an official postal service,
- (iv) a delivery service, other than an official postal service, specified by the Contracting Party.

(4) [Use of Telefacsimile] Where a Contracting Party allows the filing of an application by telefacsimile and the application is filed by telefacsimile, the date of receipt of the telefacsimile by the Office of that Contracting Party shall constitute the date of receipt of the application, provided that the said

Contracting Party may require that the original of such application reach the Office within a time limit which shall be at least one month from the day on which the telefacsimile was received by the said Office.

## Rule 6

### Details Concerning the Signature

(1) [Legal Entities] Where a communication is signed on behalf of a legal entity, any Contracting Party may require that the signature, or the seal, of the natural person who signs or whose seal is used be accompanied by 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.

(2) [Communication by Telefacsimile] The period referred to in Article 8(2)(b) shall not be less than one month from the date of the receipt of a transmittal by telefacsimile.

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

## 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 his 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 reproduction 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 his 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 renewal to the payment of a surcharge.