

# **Z A K O N**

## **O POTVRĐIVANJU SINGAPURSKOG UGOVORA O ŽIGOVNOM PRAVU, PRAVILNIKA ZA SPROVOĐENJE SINGAPURSKOG UGOVORA O ŽIGOVNOM PRAVU I REZOLUCIJE DIPLOMATSKE KONFERENCIJE KOJOM SE DOPUNJUJU SINGAPURSKI UGOVOR O ŽIGOVNOM PRAVU I PRAVILNIK ZA SPROVOĐENJE SINGAPURSKOG UGOVORA O ŽIGOVNOM PRAVU**

### **Član 1.**

Potvrđuju se Singapurski ugovor o žigovnom pravu, Pravilnik za sprovođenje Singapurskog ugovora o žigovnom pravu i Rezolucija Diplomatske konferencije kojom se dopunjuju Singapurski ugovor o žigovnom pravu i Pravilnik za sprovođenje Singapurskog ugovora o žigovnom pravu, u originalu na engleskom, arapskom, kineskom, francuskom, ruskom i španskom jeziku.

### **Član 2.**

Tekstovi Singapurskog ugovora o žigovnom pravu, Pravilnika za sprovođenje Singapurskog ugovora o žigovnom pravu i Rezolucije Diplomatske konferencije kojom se dopunjuju Singapurski ugovor o žigovnom pravu i Pravilnik za sprovođenje Singapurskog ugovora o žigovnom pravu, u originalu na engleskom jeziku i u prevodu na srpski jezik glase:

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

#### **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**

### **List of Rules**

- Rule 1: Abbreviated Expressions
- Rule 2: Manner of Indicating Names and Addresses
- Rule 3: Details Concerning the Application
- Rule 4: Details Concerning Representation and Address for Service
- Rule 5: Details Concerning the Filing Date
- Rule 6: Details Concerning Communications
- Rule 7: Manner of Identification of an Application Without Its Application Number
- Rule 8: Details Concerning Duration and Renewal
- Rule 9: Relief Measures in Case of Failure to Comply with Time Limits
- Rule 10: Requirements Concerning the Request for Recordal of a License or for Amendment or Cancellation of the Recordal of a License

### **List of Model International Forms**

- Form No. 1 Application for the Registration of a Mark
- Form No. 2 Power of Attorney
- Form No. 3 Request for the Recordal of Change(s) in Name(s) and/or Address(es)
- Form No. 4 Request for the Recordal of a Change in Ownership in Respect of Registration(s) and/or Application(s) for Registration of Marks
- 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**

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 1(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.



**Singapurski ugovor o žigovnom pravu,  
Pravilnik za sprovođenje Singapurskog ugovora o žigovnom pravu  
i rezolucija Diplomatske konferencije koja predstavlja dopunu  
Singapurskom ugovoru o žigovnom pravu  
i odgovarajućem Pravilniku**

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## Član 1.

### Skraćeni izrazi

U smislu ovog ugovora, osim kada je izričito navedeno drugačije:

(i) izraz „Zavod“ označava organ kome je strana ugovornica poverila registrovanje žigova;

(ii) izraz „registracija“ označava registrovanje žiga u nekom Zavodu;

(iii) izraz „prijava“ označava prijavu za registrovanje;

(iv) „podnesak“ označava bilo koju prijavu, ili bilo koji zahtev, izjavu, prepisku ili drugu informaciju u vezi sa prijavom ili registracijom koja je podneta zavodu;

(v) pozivanje na „lice“ tumači se kao pozivanje i na fizičko lice i na pravno lice;

(vi) izraz „nosilac prava“ označava lice koje je upisano u registar žigova kao nosilac žiga;

(vii) izraz „registar žigova“ označava zbirku podataka koju vodi zavod, koja obuhvata sadržaj svih registracija i sve podatke upisane u vezi sa registracijama, nezavisno od medija na kome su takvi podaci pohranjeni;

(viii) izraz „postupak pred zavodom“ označava svaki postupak pred zavodom u vezi sa prijavom ili registracijom;

(ix) izraz „Pariska konvencija“ označava Parisku konvenciju o zaštiti industrijske svojine, potpisanu u Parizu 20. marta 1883. godine, kako je revidirana i izmenjena;

(x) izraz „Ničanska klasifikacija“ označava klasifikaciju ustanovljenu Ničanskim spororazumom o međunarodnoj klasifikaciji roba i usluga radi registrovanja žigova, potpisanim u Nici, 15. juna 1957. godine, kako je revidiran i izmenjen;

(xi) izraz „licenca“ označava licencu za korišćenje žiga prema zakonu strane ugovornice;

(xii) izraz „sticalac licence“ označava lice kome je data licenca;

(xiii) izraz „strana ugovornica“ označava svaku državu ili međuvladinu organizaciju članicu ovog Ugovora;

(xiv) izraz „Diplomatska konferencija“ označava sazivanje strana ugovornica za potrebe revidiranja ili izmene Ugovora;

(xv) Izraz „Skupština“ označava Skupštinu pomenutu u članu 23;

(xvi) pozivanja na „instrument ratifikacije“ tumače se tako da obuhvataju pozivanja na instrumente prihvatanja i usvajanja;

(xvii) izraz „Organizacija“ označava Svetsku organizaciju za intelektualnu svojinu;

(xviii) izraz „Međunarodni biro“ označava Međunarodni biro Orzanizacije;

(xix) izraz „Generalni direktor“ označava generalnog direktora Organizacije;

(xx) izraz „Pravilnik“ označava Pravilnik za sprovođenje ovog ugovora, kako je predviđeno članom 22;

(xxi) pozivanja na „član“ ili „stav“, „podstav“ ili „tačku“ člana tumače se tako da obuhvataju upućivanja na odgovarajuće pravilo(a) prema Pravilniku za sprovođenje ovog Ugovora;

(xxii) izraz „TLT 1994“ označava Ugovor o žigovnom pravu, iz Ženeve, od 27. oktobra 1994. godine,

## **Član 2.**

### **Žigovi na koje se ovaj Ugovor primenjuje**

(1) [Priroda žigova] Svaka strana ugovornica će primenjivati ovaj Ugovor na žigove koje čine znaci koji se prema zakonu te strane ugovornice mogu registrovati kao žigovi.

(2) [Vrste žigova]

(a) Ovaj Ugovor se primenjuje na žigove koji se odnose na robe (robne žigove) ili usluge (uslužne žigove) odnosno na žigove koji se odnose i na robe i na usluge.

(b) Ovaj Ugovor se ne primenjuje na kolektivne žigove, sertifikacione žigove i žigove garancije.

## **Član 3.**

### **Prijava**

(1) [Naznačenja ili elementi koji su sadržani u prijavi ili priloženi uz prijavu; Taksa]

(a) Svaka strana ugovornica može da zahteva da prijava sadrži sve ili neke od sledećih naznačenja ili elemenata:

(i) zahtev za registrovanje;

(ii) ime i adresu podnosioca prijave;

(iii) ime države čiji je državljanin podnosilac prijave, ako je državljanin neke države, ime države u kojoj podnosilac prijave ima prebivalište, ako ga ima, i ime države u kojoj podnosilac prijave ima stvarno i ozbiljno industrijsko ili trgovinsko preduzeće, ako ga ima;

(iv) kada je podnosilac prijave pravno lice, pravnu prirodu tog pravnog lica i državu gde je registrovano, i kada je to moguće, teritorijalnu jedinicu unutar te države, po čijem je zakonu organizovano to pravno lice;

(v) kada podnosilac prijave ima punomoćnika, ime i adresu tog punomoćnika;

(vi) uslužnu adresu kada se ona traži u smislu člana 4(2)(b);

(vii) kada podnosilac prijave želi da iskoristi pravo prvenstva iz ranije prijave, izjavu u kojoj se traži pravo prvenstva te ranije prijave, zajedno sa naznačenjem i dokazom koje potvrđuje izjavu o pravu prvenstva, koje može da se zahteva na osnovu člana 4. Pariske konvencije;

(viii) kada podnosilac prijave želi da iskoristi mogućnost zaštite koja proističe iz izlaganja roba i/ili usluga na izložbi, izjavu u tom smislu, zajedno sa svim podacima koji je potvrđuju, kako je predviđeno zakonom te strane ugovornice;

(ix) najmanje jedan prikaz žiga, kao što propisuje Pravilnik;

(x) kada je to moguće primeniti, izjavu, u skladu sa Pravilnikom, kojom se označava vrsta žiga kao i sve posebne uslove koji se odnose na tu vrstu žiga;

(xi) kada je to moguće primeniti, izjavu, u skladu sa Pravilnikom, da podnosilac prijave želi da se žig registruje i objavi u standardnim karakteristikama koje koristi zavod;

(xii) kada je to moguće primeniti, izjavu, u skladu sa Pravilnikom, da podnosilac prijave traži da boja bude distinktivno obeležje njegovog znaka;

(xiii) transliteraciju znaka ili izvesnih delova znaka;

(xiv) prevod znaka ili izvesnih delova znaka;

(xv) imena roba i/ili usluga za koje se traži registracija grupisana u skladu sa klasama Ničanske klasifikacije, tako da svakoj grupi prethodi broj klase te klasifikacije kojoj pripada ta grupa roba ili usluga, i predstavljena po redosledu klasa iz navedene klasifikacije;

(xvi) izjavu o nameri da se žig koristi, u skladu sa zakonom strane ugovornice.

(b) Podnosilac prijave može umesto, ili zajedno sa izjavom o nameri da koristi žig, u smislu podstava (a)(xvi), da podnese, izjavu o stvarnom korišćenju žiga i odgovarajući dokaz, kako je propisano zakonom strane ugovornice.

(c) Svaka strana ugovornica može da zahteva da se za prijavu plate takse zavodu.

(2) [Jedna prijava za robe i/ili usluge iz više klasa] Jedna ista prijava može da se odnosi na više roba i/ili usluga, bez obzira da li one pripadaju jednoj klasi ili se odnose na više klasa Ničanske klasifikacije.

(3) [Stvarno korišćenje] U slučaju kada je data izjava o nameri da se žig koristi u smislu stava (1)(a)(xvi), svaka strana ugovornica može da zahteva da podnosilac prijave dostavi zavodu, u roku predviđenom njenim zakonom, a u skladu sa minimalnim rokom propisanim Pravilnikom dokaz o stvarnom korišćenju znaka, u skladu sa odredbama pomenutog zakona.

(4) [Zabrana postavljanja drugih uslova] Ni jedna strana ugovornica ne može da traži da se u pogledu prijave ispune drugi uslovi izuzev onih navedenih u stavovima (1) i (3) i članu 8. Posebno se u vezi sa prijavom koja je u postupku ne može zahtevati sledeće:

(i) podnošenje bilo kakve potvrde ili izvoda iz privrednog registra;

(ii) naznačenje da se podnosilac prijave bavi privrednim ili trgovinskim poslovima, kao i obezbeđivanje odgovarajućih dokaza;

(iii) naznačenje da podnosilac prijave vodi poslove koji odgovaraju robama i/ili uslugama navedenim u prijavi, kao i obezbeđivanje dokaza u prilog tome,

(iv) dostavljanje dokaza koji potvrđuju da je žig registrovan u registru žigova druge strane ugovornice ili države članice Pariske konvencije koja nije strana ugovornica, izuzev kada podnosilac prijave zahteva da se primeni član 6quinquies Pariske konvencije.

(5) [Dokaz] Svaka strana ugovornica može da zahteva da se u postupku ispitivanja prijave zavodu dostavi dokaz kada zavod osnovano sumnja u istinitost bilo kog naznačenja ili elementa sadržanog u prijavi.

#### **Član 4.**

##### **Zastupanje; Uslužna adresa**

(1) [Punomoćnici kojima je dozvoljeno zastupanje]

(a) Svaka strana ugovornica može da zahteva da punomoćnik imenovan za vođenje postupka pred zavodom

(i) bude lice koje, prema važećem zakonu, ima pravo zastupanja pred zavodom u postupku podnošenja prijave i registracije i, kada je to moguće primeniti, kome je dozvoljeno zastupanje pred zavodom;

(ii) naznači, kao svoju adresu, adresu na teritoriji kako je propisala strana ugovornica.

(b) Svaka radnja koju u postupku pred zavodom preduzme punomoćnik ili koje je u vezi sa punomoćnikom koji ispunjava uslove koje primenjuje strana ugovornica na osnovu podstava (a), ima isto pravno dejstvo kao da je izvršena od strane ili je u vezi sa podnosiocem prijave, nosiocem prava ili drugim zainteresovanim licem koje je imenovalo tog punomoćnika.

(2) [Privremeno zastupanje; Uslužna adresa]

(a) Svaka strana ugovornica može da zahteva da u cilju vođenja bilo kog postupka pred zavodom, podnosilac prijave, nosilac prava ili drugo zainteresovano lice koje nema ni prebivalište ni stvarno i ozbiljno industrijsko ili trgovinsko preduzeće na njenoj teritoriji, bude zastupano od strane punomoćnika.

(b) U slučajevima kada se ne zahteva zastupanje u skladu sa podstavom (a), svaka strana ugovornica može da zahteva da u bilo kom postupku pred Zavodom, podnosilac prijave, nosilac prava ili drugo zainteresovano lice koje nema ni prebivalište ni stvarno i ozbiljno industrijsko ili trgovinsko preduzeće na njenoj teritoriji, ima uslužnu adresu na toj teritoriji.

(3) [Punomoćje]

(a) Kada strana ugovornica dozvoljava ili zahteva da podnosilac prijave, nosilac prava ili drugo zainteresovano lice bude zastupano pred zavodom, od strane punomoćnika, može se zahtevati da punomoćnik bude imenovan u posebnom podnesku (u daljem tekstu: „punomoćju“), sa naznačenjem imena podnosioca prijave, nosioca prava ili drugog lica, u zavisnosti od slučaja.

(b) Punomoćje može da se odnosi na jednu ili više prijave i/ili registracija koje su navedene u punomoćju ili, na sve postojeće i buduće prijave i/ili registracije tog lica osim onih koje su navedene od strane lica koje daje punomoćje.

(c) Punomoćjem mogu da se ograniče ovlašćenja punomoćnika na određene radnje. Svaka strana ugovornica može da zahteva da svako punomoćje na osnovu kog punomoćnik ima pravo da povuče prijavu ili da odustane od registracije, sadrži izričitu izjavu u tom smislu.

(d) Kada je zavodu podnesak predalo lice koje se u njemu poziva na svojstvo punomoćnika, ali zavod u trenutku prijema tog podneska nema u posedu traženo punomoćje, strana ugovornica može da zahteva da se zavodu dostavi punomoćje u roku koji određuje strana ugovornica, pri čemu je minimalni rok propisan Pravilnikom. Svaka strana ugovornica može da predvidi da, kada punomoćje nije dostavljeno u roku koji je propisala strana ugovornica, podnesak pomenutog lica ne proizvodi pravno dejstvo.

(4) [Pozivanje na punomoćje] Svaka strana ugovornica može da zahteva da svaki podnesak koji je podnet zavodu od strane punomoćnika u cilju vođenja postupka pred zavodom, sadrži upućivanje na punomoćje na osnovu koga punomoćnik postupa.

(5) [Zabrana postavljanja drugih uslova] Ni jedna strana ugovornica ne može da traži da se u pogledu pitanja koja su propisana stavovima (3) i (4) ispune drugi uslovi osim onih navedenih u pomenutim stavovima.

(6) [Dokaz] Svaka strana ugovornica može da zahteva da se zavodu dostavi dokaz kada zavod osnovano sumnja u istinitost bilo kog naznačenja sadržanog u bilo kom podnesku navedenom u stavovima (3) i (4).

## **Član 5.**

### **Datum podnošenja**

#### **(1) [Dozvoljeni zahtevi]**

(a) Na osnovu podstava (b) i stava (2), strana ugovornica može da prizna kao datum podnošenja prijave datum kada je zavod dobio sledeća naznačenja i elemente, na jeziku koji se traži u smislu člana 8(2):

(i) izričito ili prećutno naznačenje da se traži registracija žiga;

(ii) naznačenja koja omogućavaju da se ustanovi identitet podnosioca prijave;

(iii) naznačenja koja omogućavaju zavodu da kontaktira podnosioca prijave ili punomoćnika;

(iv) dovoljno jasnu reprodukciju znaka čija se registracija traži;

(v) spisak roba i/ili usluga za koje se traži registracija;

(vi) kada se primenjuje član 3(1)(a)(xvi) ili (b), izjavu predviđenu članom 3(1)(a)(xvi) ili izjavu i dokaz koji su predviđeni članom 3(1)(b), onako kako je to propisano zakonom strane ugovornice.

(b) Strana ugovornica može prijaviti da prizna kao datum podnošenja prijave onaj datum kada je zavod dobio neka, ali ne sva, naznačenja i elemente pomenute u podstavu (a) ili ih primio na jeziku koji nije jezik koji se zahteva u smislu člana 8(2).

#### **(2) [Dozvoljeni dodatni zahtev]**

(a) Strana ugovornica može da predvidi da se ne priznaje datum podnošenja pre nego što se plate odgovarajuće takse.

(b) Strana ugovornica može da primeni uslov naveden u podstavu (a) samo ukoliko se taj uslov već primenjuje u trenutku kada ona postaje strana ovog ugovora.

(3) [Ispravljanje grešaka i rokovi] Mogućnost da se isprave greške, i rokovi predviđeni za to, u smislu stavova (1) i (2), određuju se Pravilnikom.

(4) [Zabrana postavljanja drugih uslova] Ni jedna strana ugovornica ne može da traži da se u pogledu datuma podnošenja ispune drugi uslovi osim onih navedenih u stavovima (1) i (2).

## **Član 6.**

### **Jedna registracija za robe i/ili usluge iz više klasa**

Kada su robe i/ili usluge koje spadaju u više klasa Ničanske klasifikacije uključene u jednu istu prijavu, takva prijava će rezultirati jednom registracijom.

## Član 7.

### Razdvajanje prijave i registracije

#### (1) [Razdvajanje prijave]

(a) Svaka prijava u kojoj je navedeno više roba i/ili usluga (u daljem tekstu: "prvobitna prijava") može,

(i) najkasnije do odluke zavoda o registraciji žiga,

(ii) u toku postupka po prigovoru protiv odluke zavoda da registruje žig,

(iii) u toku postupka po žalbi protiv odluke o registraciji žiga,

biti razdvojena od strane podnosioca prijave, ili na njegov zahtev, na dve ili više prijave (u daljem tekstu: „razdvojene prijave“), tako što će se razdvojiti spisak roba i/ili usluga navedene u prvobitnoj prijavi. Razdvojene prijave će zadržati datum podnošenja prvobitne prijave i pravo prvenstva, ako ga ima.

(b) Svaka strana ugovornica ima pravo da, na osnovu podstava (a), ustanovi uslove za razdvajanje prijave, uključujući i plaćanje taksi.

(2) [Razdvajanje registracije] Stav (1) će se primeniti *mutatis mutandis*, na razdvajanje registracije. Takvo razdvajanje dopušta se

(i) u toku bilo kog postupka pred zavodom, u kome se osporava valjanost registracije, od strane trećeg lica;

(ii) u toku bilo kog postupka po žalbi protiv odluke zavoda donete u prethodnom postupku,

s tim što strana ugovornica može da isključi mogućnost razdvajanja registracije ako njen zakon dopušta trećim licima da osporavaju registrovanje žiga pre nego što žig bude registrovan.

## Član 8.

### Podnesci

(1) [Način dostavljanja podnesaka i forma podnesaka] Svaka strana ugovornica može izabrati način dostavljanja podnesaka kao i da odluči da li prihvata podneske na papiru, podneske u elektronskoj formi ili bilo kojoj drugoj formi saopštavanja.

#### (2) [Jezik podnesaka]

(a) Svaka strana ugovornica može da zahteva da svaki podnesak bude na jeziku koji zavod prihvata. Kada zavod prihvata više jezika, od podnosioca prijave, nosioca prava ili drugog zainteresovanog lica se može tražiti da ispuni sve druge zahteve u pogledu jezika koji se primenjuju u tom zavodu, s tim da se ne može zahtevati da podnesak bude podnet na više jezika.

(b) Ni jedna strana ugovornica ne može da traži atestiranje, notarizaciju, overu, legalizaciju ili bilo koju drugu potvrdu bilo kog prevoda podneska koja nije predviđena ovim Ugovorom.

(c) Kada strana ugovornica ne zahteva da podnesak bude na jeziku koji prihvata zavod te strane ugovornice, zavod može da zahteva da prevod tog podneska od strane službenog prevodioca ili punomoćnika, na jezik koji prihvata zavod, bude dostavljen u razumnom roku.

#### (3) [Potpis podneska na papiru]

(a) Svaka strana ugovornica može da zahteva da podnesak na papiru potpiše podnosilac prijave, nosilac prava ili drugo zainteresovano lice. Kada strana ugovornica zahteva da podnesak na papiru bude potpisan, ta strana ugovornica će prihvatiti svaki potpis koji je u skladu sa zahtevima propisanim Pravilnikom.

(b) Ni jedna strana ugovornica ne može da zahteva atestiranje, notarizaciju, overu ili legalizaciju ili drugu potvrdu bilo kog potpisa, izuzev ako zakon strane ugovornice to predviđa, u slučaju kada se potpis odnosi na odustajanje od registracije.

(c) Bez obzira na podstav (b), strana ugovornica može da zahteva da se zavodu podnese dokaz kada zavod osnovano sumnja u verodostojnost potpisa u podnesku na papiru.

(4) [Podnesci podneti u elektronskoj formi ili slanje podnesaka elektronskim putem] Kada strana ugovornica dozvoljava podnošenje podnesaka u elektronskoj formi ili slanje podnesaka elektronskim putem, strana ugovornica može da zahteva da se svi takvi podnesci usklade sa zahtevima propisanim Pravilnikom.

(5) [Podnošenje podnesaka] Svaka strana ugovornica će prihvatiti podnošenje podneska čiji sadržaj odgovara odgovarajućoj formi međunarodnog modela, ako takva postoji, predviđenoj Pravilnikom.

(6) [Zabrana postavljanja drugih uslova] Ni jedna strana ugovornica ne može da traži da se, u pogledu stavova (1) do (5), ispune drugi uslovi izuzev onih navedenih u ovom članu.

(7) [Način komunikacije sa punomoćnikom] Ovim članom se ne propisuje način komunikacije između podnosioca prijave, nosioca prava ili drugog zainteresovanog lica i njegovog punomoćnika.

## **Član 9.**

### **Klasifikacija roba i/ili usluga**

(1) [Označavanje roba i/ili usluga] U svakoj registraciji i svakoj objavi izdatoj od strane zavoda, koja se odnosi na prijavu ili registraciju i u kojoj su navedene robe i/ili usluge, te robe i/ili usluge moraju da budu naznačene po svojim imenima, grupisane u skladu sa klasama Ničanske klasifikacije, tako da svakoj grupi prethodi broj klase te klasifikacije kojoj pripada ta grupa roba ili usluga i predstavljene po redosledu klasa iz navedene Klasifikacije.

(2) [Robe ili usluge u istoj klasi ili u različitim klasama]

(a) Robe ili usluge ne mogu da se smatraju međusobno sličnim zato što se, u registraciji ili publikaciji zavoda, nalaze u istoj klasi Ničanske klasifikacije.

(b) Robe ili usluge ne mogu da se smatraju međusobno različitim zato što se u bilo kojoj registraciji ili objavi zavoda nalaze u različitim klasama Ničanske klasifikacije.

## **Član 10.**

### **Promene imena ili adresa**

(1) [Promene imena ili adrese nosioca prava]

(a) Kada nema promene u ličnosti nosioca prava, ali postoji promena njegovog imena i/ili adrese, svaka strana ugovornica prihvata da se zahtev za upis promene u registru žigova tog zavoda učini podneskom u kome je naveden broj



registracije na koju se ta promena odnosi, kao i naznačenje promene koju treba upisati.

(b) Svaka strana ugovornica može da traži da se u zahtevu naznači:

- (i) ime i adresa nosioca prava;
- (ii) kada nosilac prava ima punomoćnika, ime i adresa punomoćnika;
- (iii) kada nosilac prava ima uslužnu adresu, ta adresa.

(c) Svaka strana ugovornica može da traži da u vezi sa tim zahtevom, bude plaćena taksa zavodu.

(d) Jedan zahtev je dovoljan, čak i kada se promena odnosi na više od jedne registracije, pod uslovom da su registarski brojevi svih registracija naznačeni u zahtevu.

(2) [Promena imena ili adrese podnosioca prijave] Stav (1) primenjuje se *mutatis mutandis* kada se promena odnosi na jednu ili više prijava ili, i na jednu ili više prijava i na jednu ili više registracija, pod uslovom da kada podnosiocu prijave, ili njegovom punomoćniku, broj prijave još uvek nije izdat ili nije poznat, u zahtevu prijava bude identifikovana na drugi način, kako je propisano Pravilnikom.

(3) [Promena imena ili adrese punomoćnika ili uslužne adrese] Stav (1) primenjuje se *mutatis mutandis* na svaku promenu imena ili adrese punomoćnika, ako postoji, i na sve promene koje se tiču uslužne adrese, ako postoji.

(4) [Zabrana postavljanja drugih uslova] Ni jedna strana ugovornica ne može da traži da se u pogledu zahteva iz ovog člana ispune drugi uslovi, osim onih navedenih u stavovima (1) do (3), i u članu 8. Posebno se ne sme zahtevati podnošenje bilo kakve potvrde u vezi promene.

(5) [Dokaz] Svaka strana ugovornica može da zahteva da se zavodu podnese dokaz, kada zavod osnovano sumnja u istinitost bilo kog naznačenja sadržanog u zahtevu.

## **Član 11.**

### **Promena nosioca prava**

(1) [Promena nosioca prava registracije]

(a) Kada postoji promena u ličnosti nosioca prava, svaka strana ugovornica prihvata da zahtev za upis promene koju vrši zavod u svom registru žigova podnese nosilac prava ili lice koje je postalo nosilac prava (u daljem tekstu: „novi nosilac prava“), i to podneskom koji sadrži registarski broj registracije na koju se odnosi i naznačenje promene koju treba upisati.

(b) Kada promena nosioca prava proističe iz ugovora, svaka strana ugovornica može da traži da se u zahtevu naznači ta činjenica i da bude priloženo, po izboru strane koja to traži, nešto od navedenog:

(i) kopija ugovora, za koju se može tražiti da bude overena od strane javnog beležnika ili drugog nadležnog organa, čime se potvrđuje verodostojnost sa originalim ugovorom;

(ii) izvod iz ugovora koji pokazuje promenu nosioca prava, za koji se može tražiti da bude overen od strane javnog beležnika ili drugog nadležnog organa čime se potvrđuje verodostojnost sa stvarnim izvodom iz ugovora;

(iii) neoverena potvrda o prenosu sačinjena u skladu sa odredbama Pravilnika u pogledu forme i u pogledu sadržaja, potpisana od strane nosioca prava i novog nosioca prava;

(iv) neovereni dokument o prenosu sačinjen u skladu sa odredbama Pravilnika u pogledu forme i u pogledu sadržaja, potpisan od strane nosioca prava i novog nosioca prava.

(c) Kada je promena nosioca prava rezultat spajanja firmi, svaka strana ugovornica može da traži da se u zahtevu to naznači, i da se uz zahtev dostavi kopija dokumenta izdatog od strane nadležnog organa koja svedoči o spajanju firmi, kao što je kopija izvoda iz privrednog registra, i da kopiju, kao vernu originalu, overi organ koji je izdao taj dokument ili javni beležnik ili drugi nadležni organ.

(d) Kada postoji promena u ličnosti jednog ili više, ali ne svih, sunosilaca prava i kada je takva promena vlasništva rezultat ugovora ili spajanja firmi, svaka strana ugovornica može da traži da svaki sunosilac prava kod koga nije došlo do promene vlasništva da svoj izričiti pristanak u vezi promene vlasništva u dokumentu koji on potpiše.

(e) Kada promena nosioca prava nije rezultat ugovora ili spajanja firmi, već nastaje po drugom osnovu, na primer, kao posledica delovanja zakona ili sudske odluke, svaka strana ugovornica može da traži da to bude naznačeno u zahtevu i da se uz zahtev priloži kopija dokumenta u kome je evidentirana promena i da tu kopiju kao vernu originalu overi organ koji je dokument izdao ili javni beležnik ili drugi nadležni organ.

(f) Svaka strana ugovornica može da traži da se u zahtevu naznači:

(i) ime i adresa nosioca prava;

(ii) ime i adresa novog nosioca prava;

(iii) ime države čiji je državljanin novi nosilac prava, ako je državljanin neke države, ime države u kojoj novi nosilac prava ima prebivalište, ako ga ima, i ime države u kojoj novi nosilac prava ima stvarno i ozbiljno industrijsko ili trgovinsko preduzeće, ako ga ima;

(iv) kada je novi nosilac prava pravno lice, pravna priroda tog pravnog lica, država, i, kada je to moguće, teritorijalna jedinica u toj državi po čijem zakonu je organizovano to pravno lice;

(v) kada nosilac prava ima punomoćnika, njegovo ime i adresa;

(vi) kada nosilac prava ima uslužnu adresu, ta adresa;

(vii) kada novi nosilac prava ima punomoćnika, njegovo ime i adresa;

(viii) kada se od novog nosioca prava zahteva da ima uslužnu adresu, u smislu člana 4(2)(b), ta adresa.

(g) Svaka strana ugovornica može da traži da za zahtev bude plaćena taksa zavodu.

(h) Jedan zahtev će biti dovoljan i kada se promena odnosi na više od jedne registracije, pod uslovom da su nosilac prava i novi nosilac prava isti u svakoj registraciji i da su registarski brojevi svih registracija naznačeni u zahtevu.

(i) Kada promena nosioca prava ne obuhvata sve robe i/ili usluge navedene u registraciji nosioca prava, a zakon koji se primenjuje dozvoljava upis takve promene, zavod mora da izda posebnu registraciju za robe i/ili usluge u pogledu kojih je došlo do promene nosioca prava.

(2) [Promena nosioca prava iz prijave] Stav (1) primenjuje se mutatis mutandis kada se promena nosioca prava odnosi na jednu ili više prijave, ili i na jednu ili više prijave i na jednu ili više registracija, pod uslovom da kada podnosiocu prijave, ili njegovom punomoćniku, broj prijave još uvek nije izdat ili nije poznat, u zahtevu prijava bude identifikovana na drugi način, kako je propisano Pravilnikom.

(3) [Zabrana postavljanja drugih uslova] Ni jedna strana ugovornica ne može da traži da se u pogledu zahteva iz ovog člana ispune drugi uslovi, osim onih navedenih u stavovima (1) i (2), i u članu 8. Posebno se ne sme zahtevati sledeće:

(i) dostavljanje bilo koje potvrde ili izvoda iz privrednog registra, u smislu stava (1)(c);

(ii) naznačenje da se novi nosilac prava bavi privrednim ili trgovinskim aktivnostima kao ni podnošenje dokaza u tom smislu;

(iii) naznačenje da se novi nosilac prava bavi aktivnostima koje odgovaraju robi i/ili uslugama na koje se odnosi promena nosioca prava, kao ni podnošenje dokaza u tom smislu;

(iv) naznačenje da je nosilac prava preneo, u celini ili delimično na novog nosioca prava svoje poslovanje ili odgovarajući poslovni ugled firme, kao ni podnošenje dokaza u tom smislu.

(4) [Dokaz] Svaka strana ugovornica može da traži da se dokaz, ili dodatni dokaz, ukoliko se primenjuje stav (1)(c) ili (e), dostave zavodu, kada taj zavod osnovano sumnja u istinitost bilo kog naznačenja sadržanog u zahtevu, ili bilo kom dokumentu pomenutom u ovom članu.

## **Član 12.**

### **Ispravljanje greške**

#### **(1) [Ispravljanje greške u pogledu registracije]**

(a) Svaka strana ugovornica prihvatiće zahtev za ispravljanje greške učinjene u prijavi ili drugom zahtevu upućenom zavodu koja se ispoljava u njegovom registru žigova i/ili bilo kojoj drugoj publikaciji tog zavoda. Zahtev za ispravljanje greške dostavlja nosilac prava podneskom koji sadrži broj te registracije, grešku koja se mora ispraviti i ispravku koju treba upisati.

(b) Svaka strana ugovornica može da traži da se u zahtevu naznači:

(i) ime i adresa nosioca prava;

(ii) kada nosilac prava ima punomoćnika, ime i adresa punomoćnika;

(iii) kada nosilac prava ima uslužnu adresu, ta adresa.

(c) Svaka strana ugovornica može da traži da u vezi sa tim zahtevom, bude plaćena taksa zavodu.

(d) Jedan zahtev je dovoljan čak i kada se greška odnosi na više registracija istog lica, s tim da su ta greška i zahtevana ispravka isti kod svake registracije i da su registarski brojevi svih registracija navedeni u zahtevu.

(2) [Ispravljanje greške u pogledu prijave] Stav (1) primenjuje se mutatis mutandis, kada se greška odnosi na jednu ili više prijave, ili i na jednu ili više prijave i jednu ili više registracija, s tim da, kada broj predmetne prijave još uvek nije izdat ili poznat podnosiocu prijave ili njegovom punomoćniku, u tom zahtevu se na drugi način mora identifikovati prijava, u skladu sa odredbama Pravilnika.

(3) [Zabrana postavljanja drugih uslova] Ni jedna strana ugovornica ne može da traži da se u pogledu zahteva iz ovog člana ispune drugi uslovi, osim onih navedenih u stavovima (1) i (2), i u članu 8.

(4) [Dokaz] Svaka strana ugovornica može da zahteva da se zavodu dostavi dokaz, kada zavod osnovano sumnja da navodna greška zaista postoji.

(5) [Greške koje je napravio zavod] Zavod strane ugovornice mora da ispravi sopstvene greške, po službenoj dužnosti, ili po zahtevu, bez plaćanja takse.

(6) [Greške koje se ne mogu ispraviti] Ni jedna strana ugovornica nije obavezna da primeni stavove (1), (2) i (5) na bilo koju grešku koja ne može da se ispravi u skladu sa njenim zakonodavstvom.

### **Član 13.**

#### **Trajanje i produženje registracije**

(1) [Naznačenja ili elementi sadržani u zahtevu za produženje registracije ili priloženi uz njega; Taksa]

(a) Svaka strana ugovornica može da traži da se za produženje registracije podnese zahtev koji sadrži sve ili nešto od navedenog:

(i) naznačenje da se traži produženje;

(ii) ime i adresu nosioca prava;

(iii) registarski broj na koji se odnosi registracija;

(iv) po izboru strane ugovornice, datum podnošenja prijave iz koje je proizašla navedena registracija ili datum registrovanja navedene registracije;

(v) kada nosilac prava ima punomoćnika, njegovo ime i adresu;

(vi) kada nosilac prava ima uslužnu adresu, tu adresu;

(vii) kada strana ugovornica dozvoljava da se produženje registracije izvrši samo za neke robe i/ili usluge koje su upisane u registar žigova i kada se traži takvo produženje, imena upisanih roba i/ili usluga za koje se traži produženje ili imena upisanih roba i/ili usluga za koje se ne traži produženje, grupisana u skladu sa klasama Ničanske klasifikacije, tako da svakoj grupi prethodi broj klase te klasifikacije kojoj pripada ta grupa roba ili usluga i predstavljena po redosledu klasa u navedenoj klasifikaciji;

(viii) kada strana ugovornica dozvoljava da zahtev za produženje registracije podnese lice koje nije nosilac prava ili njegov punomoćnik i kada zahtev podnese to lice, ime i adresu tog lica.

(b) Svaka strana ugovornica može da zahteva da za zahtev za produženje registracije zavodu bude plaćena taksa. Kada je jednom plaćena taksa za početni period registrovanja ili bilo koji period produženja, ne može se zahtevati nikakvo drugo plaćanje takse za održavanje registracije u tom periodu. Takse dostavljene uz izjavu i/ili dokaz o upotrebi ne uzimaju se u obzir, u smislu ovog podstava kao uplate neophodne za održavanje registracije i na njih se ovaj podstav ne odnosi.

(c) Svaka strana ugovornica može da traži da zahtev za produženje bude dostavljen zavodu i da odgovarajuća taksa predviđena u podstavu (b) bude uplaćena zavodu u roku propisanom zakonom strane ugovornice, s tim da se poštuju minimalni rokovi propisani Pravilnikom.

(2) [Zabrana postavljanja drugih uslova] Ni jedna strana ugovornica ne može da traži da se u pogledu zahteva za produženje registracije ispune drugi uslovi osim onih navedenih u stavu (1) i članu 8. Posebno se ne sme zahtevati sledeće:

- (i) bilo kakva reprodukcija ili druga identifikacija žiga;
- (ii) dostavljanje dokaza da je žig registrovan, ili da je registracija tog žiga produžena u bilo kom drugom registru žigova;
- (iii) dostavljanje izjave i/ili dokaza u vezi sa korišćenjem žiga.

(3) [Dokaz] Svaka strana ugovornica može da zahteva da se zavodu dostavi dokaz u toku postupka ispitivanja zahteva za produženje, kada zavod osnovano sumnja u istinitost bilo kog naznačenja ili elementa sadržanog u zahtevu za produženje.

(4) [Zabrana suštinskog ispitivanja] Ni jedan zavod strane ugovornice ne sme, u cilju dejstva produženja, da ispituje materijalne uslove za registrovanje.

(5) [Trajanje] Trajanje početnog perioda registracije, kao i svakog perioda produženja je 10 godina.

## **Član 14.**

### **Mere u slučaju propuštanja rokova**

(1) [Mere pre isteka roka] Strana ugovornica može da predvidi produženje roka za bilo koju radnju pred zavodom u vezi sa prijavom ili registracijom, ukoliko se odgovarajući zahtev podnese zavodu pre isteka roka.

(2) [Mere nakon isteka roka] Kada podnosilac prijave, nosilac prava ili drugo zainteresovano lice propusti rok „ostavljeni rok“ za neku radnju u postupku pred zavodom strane ugovornice u vezi sa prijavom ili registracijom, strana ugovornica će predvideti jednu ili više sledećih mera, u skladu sa zahtevima propisanim u Pravilniku, ako se odgovarajući zahtev podnese zavodu:

- (i) produženje ostavljenog roka za period propisan u Pravilniku;
- (ii) nastavak postupka po prijavi ili registraciji;
- (iii) ponovno uspostavljanje prava podnosioca prijave, nosioca prava ili drugog zainteresovanog lica u vezi sa prijavom ili registracijom ako zavod utvrdi da je do propuštanja određenog roka došlo uprkos dužnoj pažnji koju nalažu okolnosti slučaja ili, po izboru strane ugovornice, ukoliko je propuštanje bilo nenamerno.

(3) [Izuzeci] Ni jedna strana ugovornica nije obavezna da primeni mere navedene u stavu (2) u vezi sa izuzecima propisanim u Pravilniku.

(4) [Taksa] Svaka strana ugovornica može da zahteva da se plati taksa u vezi sa merama navedenim u stavovima (1) i (2).

(5) [Zabrana postavljanja drugih uslova] Ni jedna strana ugovornica ne može da traži da se u pogledu bilo koje mere pomenute u stavu (2) ispune drugi uslovi, osim onih navedenih u ovom članu i članu 8.

## **Član 15.**

### **Obaveza usklađivanja sa Pariskom konvencijom**

Svaka strana ugovornica mora da poštuje odredbe Pariske konvencije koje se odnose na žigove.

## Član 16.

### Uslužni žigovi

Svaka strana ugovornica mora da registruje uslužne žigove i da primeni na te žigove odredbe Pariske konvencije koje se odnose na žigove.

## Član 17.

### Zahtev za upis licence

(1) [Uslovi u vezi sa zahtevom za upis] Kada zakon strane ugovornice predviđa upis licence kod zavoda, ta strana ugovornica može da zahteva

(i) da se zahtev za upis podnese u skladu sa uslovima predviđenim Pravilnikom, i

(ii) da se uz zahtev za upis dostave propratni dokumenti propisani Pravilnikom.

(2) [Taksa] Svaka strana ugovornica može da traži da, u vezi sa zahtevom za upis licence, bude plaćena taksa zavodu.

(3) [Jedan zahtev koji se odnosi na nekoliko registracija] Jedan zahtev je dovoljan čak i kada se licenca odnosi na više od jedne registracije, ukoliko su brojevi svih tih registracija navedeni u zahtevu, ukoliko su nosilac prava i sticalac licence isti za sve registracije, i u zahtevu je naznačen obim licence u skladu sa Pravilnikom u pogledu svih registracija.

(4) [Zabrana postavljanja drugih uslova]

(a) Ni jedna strana ugovornica ne može da traži da se u pogledu upisa licence kod njenog zavoda ispune drugi uslovi, osim onih navedenih u stavovima (1) do (3), i u članu 8. Posebno se ne sme zahtevati sledeće:

(i) dostavljanje potvrde o registraciji žiga koji je predmet licence;

(ii) dostavljanje ugovora o licenci ili prevod ugovora o licenci;

(iii) naznačenje finansijskih uslova ugovora o licenci.

(b) Podstav (a) ne utiče na obaveze koje postoje prema zakonu strane ugovornice u pogledu otkrivanja informacije za potrebe koje nisu u vezi sa upisom licence u registar žigova.

(5) [Dokaz] Svaka strana ugovornica može da zahteva da se zavodu podnese dokaz, kada zavod osnovano sumnja u istinitost nekog naznačenja sadržanog u zahtevu ili bilo kom dokumentu navedenom u Pravilniku.

(6) [Zahtevi koji se odnose na prijave] Stavovi (1) do (5) će se primeniti, *mutatis mutandis*, na zahteve za upis licence za prijavu, kada zakon strane ugovornice predviđa takav upis.

## Član 18.

### Zahtev za izmenu ili poništaj upisa licence

(1) [Uslovi u pogledu zahteva] Kada zakon strane ugovornice predviđa upis licence kod zavoda, ta strana ugovornica može da traži da zahtev za upis izmene ili poništaj upisa licence

(i) bude podnet u skladu sa uslovima predviđenim Pravilnikom, i

(ii) bude praćen propratnim dokumentima propisanim Pravilnikom.

(2) [Drugi zahtevi] Član 17(2) do (6) će se primeniti, *mutatis mutandis*, na zahteve za izmenu ili poništaj upisa licence.

## **Član 19.**

### **Dejstvo neupisivanja licence**

(1) [Punovažnost registracije i zaštite žiga] Neupisivanje licence kod zavoda ili kod drugog organa strane ugovornice neće uticati na punovažnost registracije žiga koji je predmet licence ili zaštite žiga.

(2) [Određena prava sticaoca licence] Strana ugovornica ne sme zahtevati upis licence kao uslov da sticalac licence na osnovu zakona te strane ugovornice učestvuje u postupku zbog povrede prava koji je pokrenuo nosilac prava, ili da na osnovu takvog postupka dobije naknadu štete koja proizilazi iz povrede žiga koji je predmet licence.

(3) [Korišćenje žiga kada licenca nije upisana] Strana ugovornica ne sme da zahteva upis licence kao preduslov da se korišćenje žiga od strane sticaoca licence smatra korišćenjem žiga od strane nosioca prava u postupcima u vezi sa sticanjem, održavanjem i sprovođenjem prava na žig.

## **Član 20.**

### **Podatak o licenci**

Kada zakon strane ugovornice zahteva naznačenje da se žig koristi na osnovu licence, potpuna ili delimična neusklađenost sa tim uslovom neće uticati na punovažnost registracije žiga koji je predmet licence ili na zaštitu žiga, i neće uticati na primenu člana 19(3).

## **Član 21.**

### **Primedbe u slučaju planiranog odbijanja**

Prijavu iz člana 3. ili zahtev iz članova 7, 10. do 14, 17. i 18. zavod ne može odbiti, u celini ili delimično, ako podnosiocu prijave ili podnosiocu zahteva, zavisno od slučaja, ne pruži mogućnost da u razumnom roku stavi primedbe na planirano odbijanje. Ni jedan zavod neće biti dužan da omogući stavljanje primedbi kada je lice koje traži mere u smislu člana 14. već imalo mogućnost da izloži primedbe o činjenicama na osnovu kojih će biti doneta odluka.

## **Član 22.**

### **Pravilnik**

#### **(1) [Sadržina]**

(a) Pravilnikom, koji čini aneks ovog Ugovora, propisana su pravila koja se odnose na

(i) pitanja koja ovaj Ugovor izričito predviđa kao „propisana Pravilnikom“;

(ii) sve detalje korisne za sprovođenje odredaba ovog Ugovora;

(iii) sve administrativne uslove, pitanja ili postupke.

(b) Pravilnik sadrži takođe i modele međunarodnih formulara.

(2) [Izmena Pravilnika] U skladu sa stavom (3), za svaku izmenu Pravilnika zahteva se tri četvrtine datih glasova.

(3) [Uslov jednoglasnosti]

(a) Pravilnikom se mogu propisati odredbe čija je izmena moguća samo jednoglasno.

(b) Svaka izmena Pravilnika u smislu njegove dopune ili brisanja odredbi iz Pravilnika, kao i izmene odredaba navedenih u Pravilniku u skladu sa podstavom (a) zahtevaju jednoglasnost.

(c) Pri utvrđivanju jednoglasnosti, uzimaju se u obzir samo glasovi koji su stvarno dobijeni. Uzdržani glasovi se ne smatraju glasovima.

(4) [Sukob između Ugovora i Pravilnika] U slučaju sukoba između odredbi ovog Ugovora i odredbi Pravilnika primenjuju se odredbe Ugovora.

## **Član 23.**

### **Skupština**

(1) [Sastav]

(a) Sve strane ugovornice čine Skupštinu.

(b) Svaku stranu ugovornicu u Skupštini predstavlja jedan delegat, kome mogu da pomažu zamenici delegata, savetnici i eksperti. Svaki delegat može da predstavlja samo jednu stranu ugovornicu.

(2) [Zadaci] Skupština

(i) razmatra pitanja u pogledu razvoja ovog Ugovora;

(ii) menja Pravilnik, uključujući i modele međunarodnih formulara;

(iii) određuje uslove u pogledu datuma od kog se primenjuje svaka izmena pomenuta u tački (ii);

(iv) vrši druge funkcije koje su potrebne za primenu odredaba ovog Ugovora.

(3) [Kvorum]

(a) Kvorum čini jedna polovina država članica Skupštine.

(b) Bez obzira na podstav (a), ako je na bilo kom zasedanju, broj prisutnih država članica Skupštine manji od polovine ali jednak ili veći od jedne trećine država članica Skupštine, Skupština može donositi odluke, ali sve takve odluke uz izuzetak odluka koje se tiču njene sopstvene procedure, stupaju na snagu samo ako se ispune uslovi dalje navedeni. Međunarodni biro dostavlja pomenute odluke državama članicama Skupštine koje nisu imale predstavnika i poziva ih da svoj glas ili uzdržavanje od glasanja izraze pismenim putem u roku od tri meseca od datuma saopštenja. Ako, nakon isteka ovog roka, broj takvih članova, koji su tako izrazili svoj glas ili uzdržavanje od glasanja dostigne broj članova koji je nedostajao za postizanje kvoruma na samom zasedanju, takve odluke će proizvoditi dejstvo, pod uslovom da je istovremeno postignuta i potrebna većina.

(4) [Donošenje odluka u Skupštini]

(a) Skupština će nastojati da odluke donosi konsenzusom.

(b) Kada odluka ne može biti doneta konsenzusom, o problemu koji se razmatra odlučuje se glasanjem. U tom slučaju,



(i) svaka strana ugovornica koja je država ima pravo na samo jedan glas i glasa samo u sopstveno ime;

(ii) svaka strana ugovornica koja je međuvladina organizacija može da učestvuje u glasanju, umesto svoje države članice, sa brojem glasova koji je jednak broju njenih država članica koje su strane ugovornice ovog Ugovora. Ni jedna takva međuvladina organizacija neće učestvovati u glasanju ako bilo koja od njenih država članica koristi svoje pravo da glasa i obrnuto. Pored toga, ni jedna takva međuvladina organizacija neće učestvovati u glasanju ako je bilo koja od njenih država članica potpisnica ovog Ugovora država članica druge takve međuvladine organizacije a ta druga međuvladina organizacija učestvuje u tom glasanju.

(5) [Većina]

(a) U smislu člana 22(2) i (3), odluke Skupštine zahtevaju dvotrećinsku većinu glasova.

(b) Pri utvrđivanju da li je tražena većina postignuta, uzimaju se u obzir samo glasovi koji su stvarno dobijeni. Uzdržani glasovi se ne smatraju glasovima.

(6) [Zasedanja] Zasedanje Skupštine saziva Generalni direktor i, u odsustvu izuzetnih okolnosti, tokom istog perioda i na istom mestu kao i Generalna skupština Organizacije.

(7) [Pravilnik Skupštine] Skupština utvrđuje sopstvena pravila rada, uključujući i pravila za sazivanje vanrednih zasedanja.

## **Član 24.**

### **Međunarodni biro**

(1) [Administrativni zadaci]

(a) Međunarodni biro obavlja administrativne zadatke u vezi sa ovim Ugovorom.

(b) Posebno, Međunarodni biro priprema sastanke i određuje sekretarijat Skupštine i komitete eksperata i radne grupe koje osniva Skupština.

(2) [Sastanci koji nisu zasedanja Skupštine] Generalni direktor saziva svaki komitet i radnu grupu koji osnuje Skupština.

(3) [Uloga Međunarodnog biroa na zasedanjima Skupštine i drugim sastancima]

(a) Generalni direktor i lica koja odredi Generalni direktor učestvuju, bez prava glasa, na svim zasedanjima skupštine, svim komitetima i svim radnim grupama koje osnuje Skupština.

(b) Generalni direktor ili službeno lice koje odredi Generalni direktor biće po službenoj dužnosti sekretar Skupštine i komiteta i radnih grupa navedenih u podstavu (a).

(4) [Konferencije]

(a) Međunarodni biro, u skladu sa uputstvima Skupštine, sprovodi pripreme za konferencije za reviziju.

(b) Međunarodni biro može da konsultuje države članice Organizacije, međuvladine organizacije i međunarodne organizacije i nacionalne nevladine organizacije u vezi sa pomenutim pripremama.

(c) Generalni direktor i lica koja odredi Generalni direktor učestvuju, bez prava glasa, u raspravama na konferencijama za reviziju.

(5) [Drugi poslovi] Međunarodni biro obavlja sve druge poslove u vezi sa ovim Ugovorom koji su mu dodeljeni.

## **Član 25.**

### **Revizija ili izmena**

Ovaj ugovor može da bude revidiran ili izmenjen na diplomatskoj konferenciji. O sazivanju svake diplomatske konferencije odlučuje Skupština.

## **Član 26.**

### **Pristupanje Ugovoru**

(1) [Otvorenost za pristup] Sledeći entiteti mogu da potpišu i da, u skladu sa stavovima (2) i (3) i članom 28(1) i (3), postanu strane ugovornice ovog Ugovora:

(i) svaka država članica Organizacije za koju žigovi mogu da budu registrovani u zavodu te države članice ;

(ii) svaka međuvladina organizacija koja vodi zavod u kome se žigovi mogu registrovati sa dejstvom na teritoriji na kojoj se ugovor o konstituisanju međuvladine organizacije primenjuje, u svim državama članicama te međuvladine organizacije ili u onim državama članicama koje su naznačene u tu svrhu u odgovarajućoj prijavi, pod uslovom da su sve države članice međuvladine organizacije članice Organizacije;

(iii) svaka država članica Organizacije za koju se žigovi mogu registrovati jedino posredstvom zavoda druge naznačene države koja je članica Organizacije;

(iv) svaka država članica Organizacije za koju se žigovi mogu registrovati jedino posredstvom zavoda međuvladine organizacije čija je članica ta država;

(v) svaka država članica Organizacije za koju se žigovi mogu registrovati jedino posredstvom zavoda koji je zajednički za celu grupu država članica Organizacije.

(2) [Ratifikacija ili pristupanje] Svaki entitet naveden u stavu (1) može da deponuje:

(i) instrument ratifikacije, ako je potpisao ovaj Ugovor;

(ii) instrument pristupanja, ako nije potpisao ovaj Ugovor.

(3) [Datum stupanja na snagu deponovanja] Datum stupanja na snagu deponovanog instrumenta ratifikacije ili pristupanja je:

(i) u slučaju države navedene u stavu (1)(i), datum kada je ta država deponovala instrument ratifikacije ili pristupanja;

(ii) u slučaju međuvladine organizacije, datum kada je deponovan instrument te međuvladine organizacije;

(iii) u slučaju države navedene u stavu (1)(iii), datum kada je ispunjen sledeći uslov: kada je deponovan instrument te države i kada je deponovan instrument druge naznačene države;

(iv) u slučaju države navedene u stavu (1)(iv), datum koji se primenjuje u smislu tačke (ii);

(v) u slučaju države članice grupe država, navedene u stavu (1)(v), datum kada su deponovani instrumenti svih država članica grupe.

## **Član 27.**

### **Primena Ugovora o žigovnom pravu (TLT) iz 1994. godine i ovog Ugovora**

(1) [Odnosi između strana ugovornica i ovog Ugovora i Ugovora o žigovnom pravu (TLT) iz 1994. godine] Ovaj Ugovor će se primenjivati samo u pogledu međusobnih odnosa strana ugovornica i ovog Ugovora i Ugovora o žigovnom pravu (TLT) iz 1994. godine.

(2) [Odnosi između strana ugovornica ovog Ugovora i strana ugovornica Ugovora o žigovnom pravu (TLT) iz 1994. godine koje nisu strane ugovornice ovog Ugovora] Svaka strana ugovornica koja je strana ugovornica i ovog Ugovora i Ugovora o žigovnom pravu (TLT) iz 1994. godine nastaviće da primenjuje odredbe Ugovora o žigovnom pravu (TLT) iz 1994. godine u svojim odnosima sa stranama ugovornicama Ugovora o žigovnom pravu (TLT) iz 1994. godine koje nisu strane ugovornice ovog Ugovora.

## **Član 28.**

### **Stupanje na snagu; Datum stupanja na snagu ratifikacije i pristupanja**

(1) [Instrumenti koje treba uzeti u obzir] Za potrebe ovog člana, samo instrumenti ratifikacije ili pristupanja koji su deponovali entiteti navedeni u članu 26(1), i čiji je datum stupanja na snagu prema članu 26(3) se uzimaju u obzir.

(2) [Stupanje na snagu ovog Ugovora] Ovaj Ugovor stupa na snagu tri meseca pošto deset država ili međuvladinih organizacija prema članu 26(1)(ii) deponuje svoje instrumente ratifikacije ili pristupanja.

(3) [Stupanje na snagu ratifikacije ili pristupanja nakon stupanja na snagu ovog Ugovora] Svaki entitet koji nije obuhvaćen stavom (2) postaje vezan ovim Ugovorom tri meseca posle datuma deponovanja njegovih instrumenata ratifikacije ili pristupanja.

## **Član 29.**

### **Rezerve**

(1) [Posebne vrste žigova] Svaka država ili međuvladina organizacija može stavljanjem rezerve da izjavi da se, bez obzira na član 2(1) i (2)(a), odredbe članova 3(1), 5, 7, 8(5), 11. i 13. ne primenjuju na vezane žigove, odbrambene žigove ili izvedene žigove. U takvoj rezervi se moraju navesti gore pomenute odredbe na koje se rezerva odnosi.

(2) [Registracija za više klasa] Svaka država ili međuvladina organizacija, čije zakonodavstvo na dan usvajanja ovog Ugovora predviđa registraciju za više klasa roba i registraciju za više klasa usluga može, prilikom pristupanja ovom Ugovoru, da izjavi rezervu da se odredbe člana 6. ne primenjuju.

(3) [Suštinsko ispitivanje u slučaju produženja] Svaka država ili međuvladina organizacija može da izjavi rezervu da, bez obzira na član 13(4), zavod može prilikom prvog produženja registracije koja se odnosi na usluge, da izvrši suštinsko ispitivanje te registracije, s tim da takvo ispitivanje služi jedino da se eliminišu višestruke registracije, koje se zasnivaju na prijavama podnetim u periodu od šest

meseci posle stupanja na snagu zakona te države ili organizacije koja je pre stupanja ovog Ugovora na snagu uvela mogućnost registrovanja uslužnih žigova.

(4) [Određena prava sticaoca licence] Svaka država ili međuvladina organizacija može da izjavi rezervu da, bez obzira na član 19(2), zahteva upis licence kao preduslov za svako pravo koje sticalac licence može imati prema zakonu te države ili međuvladine organizacije da se pridruži postupku za povredu prava koji je pokrenuo nosilac prava ili da dobije, putem takvog postupka, naknadu štete nastalu usled povrede žiga koji je predmet licence.

(5) [Modaliteti] Svaka rezerva učinjena u skladu sa stavom (1), (2), (3) ili (4) mora da bude navedena u izjavi koja prati instrument ratifikacije ili pristupanja ovom Ugovoru države ili međuvladine organizacije koja stavlja rezervu.

(6) [Povlačenje] Svaka rezerva u smislu stavova (1), (2), (3) ili (4) može da se povuče u bilo kom trenutku.

(7) [Zabrana stavljanja drugih rezervi] U pogledu ovog Ugovora se ne može izjaviti ni jedna druga rezerva osim onih dozvoljenih u skladu sa stavovima (1), (2), (3) i (4).

### **Član 30.**

#### **Otkazivanje Ugovora**

(1) [Obaveštenje] Svaka strana ugovornica može da otkáže ovaj Ugovor putem saopštenja upućenog Generalnom direktoru.

(2) [Datum stupanja na snagu] Otkazivanje stupa na snagu godinu dana posle dana kada je Generalni direktor primio saopštenje. To neće uticati na primenu ovog Ugovora na bilo koju prijavu po kojoj je postupak u toku ili bilo koji registrovan žig u pogledu strane ugovornice koja otkazuje Ugovor u trenutku isteka pomenutog perioda od godinu dana, s tim što strana ugovornica koja otkazuje Ugovor, može po isteku pomenutog jednogodišnjeg perioda da prekine sa primenom ovog Ugovora na bilo koju registraciju od datuma kada ta registracija dospeva za produženje.

### **Član 31.**

#### **Jezici ugovora; Potpis**

(1) [Originalni tekstovi; Službeni tekstovi]

(a) Ovaj ugovor se potpisuje u jednom originalnom primerku na engleskom, arapskom, kineskom, francuskom, ruskom i španskom jeziku, a svi tekstovi su podjednako autentični.

(b) Na zahtev strane ugovornice, službeni tekst na jeziku koji nije pomenut u podstavu (a), a koji je službeni jezik te strane ugovornice, ustanovljava Generalni direktor, posle konsultacija sa pomenutom stranom ugovornicom i bilo kojom drugom zainteresovanom stranom ugovornicom.

(2) [Rok za potpis] Ovaj Ugovor ostaje otvoren za potpisivanje u sedištu Organizacije godinu dana posle usvajanja.

### **Član 32.**

#### **Depozitar**

Depozitar ovog Ugovora je Generalni direktor.

## **PRAVILNIK ZA SPROVOĐENJE SINGAPURSKOG UGOVORA O ŽIGOVNOM PRAVU**

### **Spisak Pravila**

- Pravilo 1: Skraćeni izrazi  
Pravilo 2: Način navođenja imena i adresa  
Pravilo 3: Pojediniosti u vezi sa prijavom  
Pravilo 4: Pojediniosti u vezi sa zastupanjem i uslužnom adresom  
Pravilo 5: Pojediniosti u vezi sa datumom podnošenja  
Pravilo 6: Pojediniosti u vezi sa podnescima  
Pravilo 7: Način identifikacije prijave kada nedostaje broj prijave  
Pravilo 8: Pojediniosti u vezi sa trajanjem i produženjem registracije  
Pravilo 9: Mere u slučaju propuštanja rokova  
Pravilo 10: Uslovi u vezi sa zahtevom za upis licence ili za izmenu ili poništaj upisa licence

### **Spisak modela međunarodnih formulara**

- Formular br. 1: Prijava za registrovanje žiga  
Formular br. 2 : Punomoćje  
Formular br. 3: Zahtev za upis promene(a) imena i/ili adrese(a)  
Formular br. 4: Zahtev za upis promene vlasništva u vezi sa registracij(om)/(ama) i/ili prijav(om)/(ama) za registrovanje žigova  
Formular br. 5: Potvrda o prenosu u vezi sa registracij(om)/(ama) i/ili prijav(om)/(ama) za registrovanje žigova  
Formular br. 6: Dokument o prenosu u vezi sa registracij(om)/(ama) i/ili prijav(om)/(ama) za registrovanje žigova  
Formular br 7: Zahtev za ispravku greške u registracij(i)/(ama) i/ili prijav(i)/(ama) za registrovanje žigova  
Formular br. 8: Zahtev za produženje registracije  
Formular br. 9: Zahtev za upis licene  
Formular br. 10: Izjava o licenci  
Formular br. 11: Izjava o promeni licence  
Formular br. 12: Izjava o poništaju licence

### **Pravilo 1**

#### **Skraćeni izrazi**

(1) [Skraćeni izrazi definisani u Pravilniku] U smislu ovog Pravilnika, osim kada je izričito navedeno drugačije:

(i) „Ugovor“, označava Singapurski ugovor o žigovnom pravu;

(ii) „Član“, upućuje na poseban član Ugovora;

(iii) „Isključiva licenca“, označava licencu koja se priznaje samo jednom sticaocu licence i koja zabranjuje nosiocu prava da koristi žig i da pravo na licencu da bilo kom drugom licu;

(iv) „jedina licenca“, označava licencu koja se daje samo jednom sticaocu licence i koja zabranjuje nosiocu prava da nekom drugom licu da licencu ali ne zabranjuje nosiocu prava da koristi žig;

(v) „Neisključiva licenca“, označava licencu koja ne zabranjuje nosiocu prava da koristi žig ili da nekom drugom licu da licencu.

(2) [Skrraćeni izrazi definisani u Ugovoru] Skraćeni izrazi definisani u članu 1. za potrebe Ugovora imaju isto značenje za potrebe ovog Pravilnika.

## **Pravilo 2**

### **Način navođenja imena i adresa**

#### **(1) [Imena]**

(a) Kada treba navesti ime lica, svaka strana ugovornica može da traži da:

(i) u slučaju fizičkog lica ime koje treba navesti bude porodično ime ili prezime i ime ili drugo ime ili imena tog lica ili da ime koje treba navesti bude po izboru tog lica, ime ili imena koja to lice uobičajeno koristi;

(ii) u slučaju pravnog lica, ime koje treba navesti bude puni zvaničan naziv tog pravnog lica.

(b) Kada treba navesti ime punomoćnika koji predstavlja firmu ili ortakluk, svaka strana ugovornica prihvata da bude navedeno ime firme ili ortakluka koje se uobičajeno koristi.

#### **(2) [Adrese]**

(a) Kada treba navesti adresu lica, svaka strana ugovornica može da traži da adresa bude navedena na način koji zadovoljava uobičajene zahteve brze poštanske dostave na označenu adresu i da u svakom slučaju, sadrži sve relevantne administrativne podatke, uključujući i broj kuće ili zgrade, ako se to može primeniti.

(b) Kada je zavodu strane ugovornice podnesak podnet u ime dva ili više lica sa različitim adresama, strana ugovornica može da zahteva da se u podnesku navede jedna adresa koja služi za korespondenciju.

(c) Naznačenje adrese može da sadrži broj telefona, broj telefaksa i adresu elektronske pošte (e-mail adresu), i za potrebe korespondencije adresu različitu od one navedene u podstavu (a).

(d) Podstavovi (a) i (c) primenjuju se *mutatis mutandis* i na uslužnu adresu.

(3) [Drugi načini identifikacije] Svaka strana ugovornica može da zahteva da podnesak upućen zavodu ima naznačen broj ili neki drugi način identifikacije, ako postoji, pod kojim je podnosilac prijave, nosilac prava, punomoćnik ili zainteresovano lice evidentiran u zavodu. Ni jedna strana ugovornica ne može da odbije podnesak zbog propusta da se ispuni svaki takav zahtev, osim u slučaju prijava podnetih u elektronskoj formi.

(4) [Pismo koje se koristi] Svaka strana ugovornica može da zahteva da naznačenja u stavovima (1) do (3) budu napisana pismom koje koristi zavod.

## **Pravilo 3**

### **Pojedinosti u vezi sa prijavom**

(1) [Standardni karakteri] Kada zavod strane ugovornice koristi karaktere (slova i brojeve) koje smatra standardnim, i kada prijava sadrži izjavu u kojoj se

navodi da podnosilac prijave želi da žig bude registrovan i objavljen takvim standardnim karakterima koje koristi zavod strane ugovornice, zavod će registrovati i objaviti žig u takvim standardnim karakterima.

(2) [Boja kao distinktivno obeležje žiga] Kada prijava sadrži izjavu u kojoj se navodi da podnosilac prijave želi da zaštiti boju kao distinktivno obeležje žiga, zavod može da traži da se u prijavi naznači ime ili kod boje ili boja koja se traži i za svaku boju naznačenje glavnih delova znaka koji su tako obojeni.

(3) [Broj reprodukcija]

(a) Kada prijava ne sadrži izjavu u kojoj se navodi da podnosilac prijave želi da zaštiti boju kao distinktivno obeležje žiga, strana ugovornica ne može da traži više od

(i) pet reprodukcija znaka u crno-beloj tehnici, ukoliko prema zakonodavstvu te strane ugovornice prijava ne sme da sadrži, ili ne sadrži izjavu u kojoj se navodi da podnosilac prijave želi da žig bude registrovan ili objavljen standardnim karakterima koja koristi zavod te strane ugovornice;

(ii) jednu reprodukciju znaka u crno-beloj tehnici, kada prijava sadrži izjavu u kojoj se navodi da podnosilac prijave želi da žig bude registrovan i objavljen standardnim karakterima koje koristi zavod te strane ugovornice.

(b) Kada prijava sadrži izjavu u kojoj podnosilac prijave navodi da traži zaštitu boje kao distinktivnog obeležja žiga, strana ugovornica ne može da zahteva više od pet reprodukcija tog znaka u crno-beloj tehnici i pet reprodukcija tog znaka u boji.

(4) [Trodimenzijski znak]

(a) Kada prijava sadrži izjavu u kojoj se navodi da je u pitanju trodimenzijski znak, reprodukcija znaka mora da bude u vidu grafičkog prikaza ili fotografije u dve dimenzije.

(b) Reprodukcijski znak dostavljen u skladu sa podstavom (a) može, po izboru podnosioca prijave, da bude data u jednoj ili više različitih perspektiva.

(c) Kada zavod smatra da u reprodukciji znaka dostavljenog od strane podnosioca prijave u skladu sa podstavom (a), nisu dovoljno jasno predstavljeni detalji trodimenzijskog znaka, zavod strane ugovornice može pozvati podnosioca prijave da u razumnom roku određenom u pozivu, dostavi, do šest različitih perspektiva i/ili opis tog znaka rečima.

(d) Kada zavod smatra da različite perspektive i/ili opis znaka navedeni u podstavu (c) i dalje nedovoljno prikazuju detalje trodimenzijskog znaka, on može da pozove podnosioca prijave da dostavi, u razumnom roku određenom u pozivu, jedan primerak znaka.

(e) Stav (3)(a)(i) i (b) primenjuje se *mutatis mutandis*.

(5) [Hologramski znak, pokretni znak, znak u boji, pozicioni znak] Kada prijava sadrži izjavu u kojoj se navodi da je predmetni znak hologramski znak, pokretni znak, znak u boji, ili pozicioni znak, strana ugovornica može da zahteva jednu ili više reprodukcija znaka i delova u vezi sa znakom, u skladu sa zakonom te strane ugovornice.

(6) [Žig koji se sastoji od nevidljivog znaka] Kada prijava sadrži izjavu u kojoj se navodi da se žig sastoji od nevidljivog znaka, strana ugovornica može da zahteva jednu ili više reprodukcija žiga, naznačenje o vrsti žiga i detalje u vezi sa žigom, u skladu sa zakonom te strane ugovornice.

(7) [Transliteracija znaka] Za potrebe člana 3(1)(a)(xiii), u slučajevima kada se žig sastoji od pisma, ili sadrži pismo, koje nije pismo koje koristi zavod, ili brojeve izražene ciframa koje nisu cifre koje koristi zavod, može da se traži transliteracija tog znaka na pismo i brojeve koje koristi zavod.

(8) [Prevod znaka] Za potrebe člana 3(1)(a)(xiv), u slučaju da se žig sastoji ili sadrži reči na jeziku koji nije jezik ili jedan od jezika koje prihvata zavod, može da se traži prevod te reči ili tih reči na jezik ili jedan od tih jezika.

(9) [Rok za dostavljanje dokaza o stvarnom korišćenju znaka] Rok iz člana 3(3) ne sme biti kraći od šest meseci, računajući od datuma prijema prijave u zavodu strane ugovornice gde je prijava podneta. Podnosilac prijave ili nosilac prava ima pravo na produženje tog roka, u skladu sa uslovima koji su predviđeni zakonom te strane ugovornice, na periode od kojih svaki iznosi najmanje šest meseci, a ukupni period produžavanja bi trebalo da bude najmanje dve i po godine.

#### **Pravilo 4**

##### **Pojedinosti u vezi sa zastupanjem i uslužnom adresom**

(1) [Adresa u slučaju kada je punomoćnik imenovan] Kada je punomoćnik imenovan, strana ugovornica će adresu tog punomoćnika smatrati uslužnom adresom.

(2) [Adresa kada punomoćnik nije imenovan] Kada punomoćnik nije imenovan, a podnosilac prijave, nosilac prava ili drugo zainteresovano lice navede kao svoju adresu adresu na teritoriji strane ugovornice, ta strana ugovornica će smatrati da je navedena adresa uslužna adresa.

(3) [Rok] Rok naznačen u članu 4(3)(d) se računa od datuma prijema podneska naznačenog u tom članu u zavodu strane ugovornice i ne može biti kraći od mesec dana kada je adresa lica u čije je ime podnesak poslat na teritoriji te strane ugovornice, a ne sme biti kraći od dva meseca ako je ta adresa izvan teritorije te strane ugovornice.

#### **Pravilo 5**

##### **Pojedinosti u vezi sa datumom podnošenja**

(1) [Postupak u slučaju kada zahtevi nisu ispunjeni] Ako prijava, u trenutku kada je zavod primi, ne ispunjava bilo koji od zahteva iz člana 5(1)(a) ili (2)(a), zavod će bez odlaganja pozvati podnosioca prijave da ispuni taj zahtev u roku naznačenom u pozivu, koji će iznositi bar jedan mesec od datuma naznačenog u pozivu ako je adresa podnosioca prijave na teritoriji strane ugovornice, i najmanje dva meseca ako se adresa podnosioca prijave nalazi van teritorije te strane ugovornice. Postupanje po pozivu može da podrazumeva i plaćanje posebne takse. Čak i kada zavod ne pošalje pomenuti poziv, navedeni zahtevi ostaju nepromenjeni.

(2) [Datum podnošenja u slučaju ispravke] Ako u roku naznačenom u pozivu, podnosilac prijave postupi po pozivu iz stava (1) i plati svaku traženu posebnu taksu, datum podnošenja prijave biće datum kada je zavod primio sva tražena naznačenja i elemente navedene u članu 5(1)(a) i kada su, ukoliko je to traženo, takse navedene u članu 5(2)(a) plaćene zavodu. U suprotnom smatraće se da prijava nije ni bila podneta.



## Pravilo 6

### Pojedinosti u vezi sa podneskom

(1) [*Naznačenja u vezi sa potpisom podneska na papiru*] Svaka strana ugovornica može zahtevati da uz potpis fizičkog lica koje stavlja potpis bude navedeno

(i) slovima naznačeno porodično ime odnosno prezime i lično ime odnosno druga imena tog lica, ili po želji tog lica, ime ili imena koja pomenuto lice obično koristi;

(ii) naznačenje u kom svojstvu to lice potpisuje, u slučajevima kada to ne proizilazi očigledno iz podneska.

(2) [*Datum potpisivanja*] Svaka strana ugovornica može zahtevati da uz potpis bude naznačen datum kada je potpis stavljen na podnesak. Kada se takvo naznačenje traži a nije priloženo, smatraće se da je potpisivanje podneska izvršeno na onaj datum kada je podnesak primljen u zavodu ili, ako strana ugovornica to dozvoli, datum koji je raniji od tog datuma.

(3) [*Potpis podneska na papiru*] U slučajevima kada je podnesak zavodu strane ugovornice na papiru i kada je potpis potreban, ta strana ugovornica

(i) treba da, u skladu sa tačkom (iii), prihvati rukopisni potpis;

(ii) može da dozvoli, umesto rukopisnog potpisa, druge oblike potpisa, kao što je štampan ili pečatiran potpis, ili upotrebu štambilja ili kodirane oznake;

(iii) može, u slučajevima kada je fizičko lice koje potpisuje podnesak državljanin strane ugovornice i adresa takvog lica je na njenoj teritoriji, ili kada pravno lice za koje se podnesak potpisuje posluje prema zakonu te strane ugovornice ili ima prebivalište ili stvamo i ozbiljno industrijsko ili trgovinsko preduzeće na njenoj teritoriji, da zahteva da se koristi pečatirani potpis umesto rukopisnog potpisa.

(4) [*Potpis podneska na papiru podnet elektronskim putem*] Strana ugovornica koja predviđa da se podnesci na papiru mogu dostaviti elektronskim putem smatraće da je svaki takav podnesak potpisan ako se na primljenom podnesku nalazi grafički prikazan potpis, koji strana ugovornica prihvata na osnovu stava (3) .

(5) [*Original podneska na papiru koji je dostavljen elektronskim putem*] Strana ugovornica koja predviđa da se podnesci na papiru mogu dostaviti elektronskim putem može zahtevati da original svakog takvog podneska bude podnet zavodu

(i) zajedno sa pismom u kome se naznačava taj raniji prenos i

(ii) u roku koji mora da bude najmanje mesec dana od datuma kada je zavod primio taj podnesak dostavljen elektronskim putem.

(6) [*Autentičnost podneska u elektronskoj formi*] Strana ugovornica može da dozvoli da podnesci u elektronskoj formi mogu da zahtevaju da svaki takav podnesak bude proveren putem sistema za elektronsku proveru kako propisuje strana ugovornica.

(7) [*Datum prijema*] Svaka strana ugovornica može samostalno da odredi okolnosti pod kojima će se smatrati da prijem dokumenta ili plaćanje takse predstavlja potvrdu o prijemu ili uplatu zavodu u slučajevima kada je dokument primljen ili uplata izvršena

(i) ogranku ili podogranku zavoda,

(ii) nacionalnom zavodu u korist zavoda strane ugovornice, u slučajevima kada je strana ugovornica međuvladina organizacija navedena u članu 26(1)(ii),

(iii) zvaničnoj poštanskoj službi,

(iv) službi dostave, ili agenciji, kako propisuje strana ugovornica,

(v) drugoj adresi koja nije zvanična adresa zavoda.

(8) [*Elektronsko podnošenje*] U skladu sa stavom (7), ukoliko strana ugovornica predviđa podnošenje podneska u elektronskoj formi ili putem elektronskog prenosa i ukoliko podnesak bude podnet na taj način, datum kada zavod strane ugovornice primi podnesak u takvom obliku ili na taj način smatra se datumom prijema tog podneska.

## **Pravilo 7**

### **Način identifikacije prijave bez broja prijave**

(1) [*Način identifikacije*] Kada se zahteva da prijava bude identifikovana brojem prijave, ali kada takav broj još nije izdat ili nije poznat podnosiocu prijave ili njegovom punomoćniku, smatra se da prijava ima identifikaciju ako je dostavljeno sledeće:

(i) privremeni broj prijave, ako postoji, koji daje zavod, ili

(ii) kopija prijave, ili

(iii) prikaz znaka, uz naznačenje datuma, kada je prema saznanju podnosioca prijave ili punomoćnika zavod primio prijavu i identifikacioni broj koji je podnosilac prijave ili punomoćnik dao prijavi.

(2) [*Zabrana drugih zahteva*] Nijedna strana ugovornica ne može da zahteva ispunjenje drugih zahteva osim onih navedenih u stavu (1) kako bi se prijava identifikovala kada broj te prijave još uvek nije izdat ili nije poznat podnosiocu prijave ili njegovom punomoćniku.

## **Pravilo 8**

### **Pojedinosti u vezi sa trajanjem i produženjem registracije**

U skladu sa članom 13(1)(c), period u toku kog zahtev za produženje registracije može biti podnet i u kome taksa za produženje može biti plaćena, počinje najmanje šest meseci pre datuma kada produženje dospeva i završava se najranije šest meseci nakon tog datuma. Ako se zahtev za produženje podnese i/ili taksa za produženje plati posle tog datuma kada produženje dospeva, svaka strana ugovornica može da odredi plaćanje dopunske takse za produženje.

## **Pravilo 9**

### **Mere u slučaju propuštanja rokova**

(1) [*Uslovi za produženje rokova na osnovu člana 14(2)(c)*] Strana ugovornica koja predviđa mogućnost produženja roka u skladu sa članom 14(2)(i) produžiće rok za razuman vremenski period od datuma podnošenja zahteva za produženje i može zahtevati da taj zahtev

(i) sadrži naznačenje podnosioca zahteva, broj predmetne prijave ili registracije i ostavljeni rok, i

(ii) bude podnet u roku koji ne može biti kraći od dva meseca od datuma isteka ostavljenog roka.

(2) [*Uslovi u vezi sa nastavkom postupka prema članu 14(2)(ii)*] Strana ugovornica može da traži da zahtev za nastavak postupka prema članu 14(2)(ii)

(i) sadrži naznačenje podnosioca zahteva, broj predmetne prijave ili registracije i ostavljeni rok, i

(ii) bude podnet u roku koji ne može biti kraći od dva meseca od datuma isteka ostavljenog roka. Propuštena radnja mora da se izvrši u istom roku, ili ukoliko strana ugovornica tako propisuje, istovremeno sa podnošenjem zahteva.

(3) [*Uslovi u vezi sa ponovnim uspostavljanjem prava prema članu 14(2)(iii)*]

(a) Strana ugovornica može da traži da zahtev za ponovno uspostavljanje prava prava iz člana 14(2)(iii) sadrži:

(i) naznačenje podnosioca zahteva strane, broj predmetne prijave ili registracije i ostavljeni rok, i

(ii) činjenice i dokaz kojima se opravdavaju razlozi zbog kojih je došlo do propuštanja ostavljenog roka.

(b) Zahtev za ponovno uspostavljanje prava podnosi se zavodu u razumnom roku koji određuje strana ugovornica a koji se računa od datuma otklanjanja razloga koji su doveli do propuštanja ostavljenog roka. Propuštena radnja mora da bude izvršena u istom roku, ili, ukoliko strana ugovornica tako propisuje, istovremeno sa podnošenjem zahteva.

(c) Strana ugovornica može da predvidi maksimalni rok u kome će biti ispunjeni uslovi iz podstavova (a) i (b), koji ne može biti kraći od šest meseci od datuma isteka ostavljenog roka.

(4) [*Izuzeci prema članu 14(3)*] Izuzeci prema članu 14(3) su slučajevi kada se propusti rok :

(i) za koji je već odobrena mera u skladu sa članom 14(2),

(ii) za podnošenje zahteva za meru u skladu sa članom 14,

(iii) za plaćanje takse za produženje,

(iv) za postupak pred žalbenim većem ili drugim telom nadležnim za reviziju odluka zavoda koje je sastavni deo zavoda,

(v) za tužbu u dvostranačkim postupcima,

(vi) za davanje izjave u skladu sa članom 3(1)(a)(vii) ili izjave u skladu sa članom 3(1)(a)(viii),

(vii) za davanje izjave na osnovu koje, prema zakonu strane ugovornice, može da se utvrdi novi datum podnošenja za prijavu po kojoj je postupak u toku, i

(viii) za ispravku ili dopunu zahteva za priznanje prioriteta.

## **Pravilo 10**

### **Uslovi u vezi sa u vezi sa zahtevom za upis licence ili za promenu ili poništaj upisa licence**

(1) [*Sadržaj zahteva*]

(a) Strana ugovornica može da traži da zahtev za upis licence prema članu 17(1) sadrži sve ili neke od sledećih naznačenja ili elemenata:

(i) ime i adresu nosioca prava;

(ii) kada nosilac prava ima punomoćnika, ime i adresu tog punomoćnika;

(iii) kada nosilac prava ima uslužnu adresu, tu adresu;

(iv) ime i adresu sticaoca licence;

(v) kada sticalac licence ima punomoćnika, ime i adresu tog punomoćnika;

(vi) kada sticalac licence ima uslužnu adresu, tu adresu;

(vii) ime države čiji je državljanin sticalac licence, ako je državljanin neke zemlje, ime države u kojoj sticalac licence ima prebivalište, ako ga ima, i ime države u kojoj sticalac licence ima stvarno i ozbiljno industrijsko ili trgovinsko preduzeće, ako ga ima;

(viii) u slučajevima kada je nosilac prava ili sticalac pravno lice, pravnu prirodu tog pravnog lica i naznačenje države, i kada je to moguće, teritorijalnu jedinicu te države, po čijem zakonu je organizovano to pravno lice;

(ix) registarski broj žiga koji je predmet licence;

(x) nazive roba i/ili usluga za koje se licenca priznaje, grupisane u skladu sa klasama Ničanske klasifikacije, tako da svakoj grupi prethodi broj klase te klasifikacije kojoj ta grupa roba i usluga pripada i predstavljene prema redosledu klasa pomenute klasifikacije;

(xi) da li je u pitanju isključiva, neisključiva ili jedina licenca;

(xii) u slučajevima kada je to moguće, da li se licenca odnosi samo na jedan deo teritorije obuhvaćene registracijom, zajedno sa jasnim naznačenjem tog dela teritorije;

(xiii) trajanje licence.

(b) Strana ugovornica može da traži da zahtev za izmenu ili poništaj upisa licence prema članu 18(1) sadrži sve ili neke od sledećih naznačenja ili elemenata:

(i) naznačenja navedena pod tačkama (i) do (ix) podstava (a);

(ii) u slučajevima izmene ili poništaja bilo kog naznačenja ili elementa navedenog prema podstavu (a), prirodu i obim izmena ili poništaja koji treba upisati.

(2) *[Prpratna dokumenta potrebna za upis licence]*

(a) Strana ugovornica može da zahteva da se uz zahtev za upis licence priloži, po izboru strane koja podnosi zahtev, nešto od sledećeg:

(i) izvod iz ugovora o licenci iz koga se vide podaci o ugovornim stranama, kao i prava koja su predmet licence, overen od strane javnog beležnika ili drugog nadležnog organa da se radi o autentičnom izvodu iz ugovora; ili

(ii) neoverena izjava o licenci, čiji sadržaj odgovara formularu izjave o licenci propisanom Pravilnikom, potpisana od strane nosioca prava i sticaoca licence.

(b) Svaka strana ugovornica može da zahteva da, u slučaju više nosilaca prava, svaka strana ugovornica može da zahteva od svakog sunosioca prava koji nije ugovorna strana u ugovoru o licenci da u formi potpisane izjave da jasnu saglasnost sa ugovorom o licenci.

(3) *[Prpratna dokumenta za promenu upisa licence]*

(a) Strana ugovornica može da zahteva da se uz zahtev za promenu upisa licence priloži, po izboru strane koja podnosi zahtev, nešto od sledećeg:

(i) dokumenta kojima se potvrđuje zatražena promena upisa licence; ili

(ii) neoverenu izjavu o promeni licence, čiji sadržaj odgovara formularu izjave o promeni licence predviđenom Pravilnikom, koja je potpisana od strane nosioca prava i sticaoca licence.

(b) Svaka strana ugovornica može da zahteva od bilo kog sunosioca prava koji nije ugovorna strana u ugovoru o licenci da u formi potpisane izjave da jasnu saglasnost sa izmenom ugovora o licenci.

(4) [*Prpratna dokumenta za poništaj upisa licence*] Strana ugovornica može da zahteva da uz zahtev za poništaj upisa licence, po izboru strane koja podnosi zahtev, postoji i nešto od sledećeg:

(i) dokumenta na kojima se zasniva za traženi poništaj upisa licence; ili

(ii) neoverenu izjavu o poništaju licence, čiji sadržaj odgovara formularu izjave o poništaju licence propisanom Pravilnikom koja je potpisana od strane nosioca prava i sticaoca licence.

**REZOLUCIJA DIPLOMATSKJE KONFERENCIJE KOJOM SE  
DOPUNJUJE SINGAPURSKI UGOVOR O ŽIGOVNOM PRAVU I  
PRAVILNIK ZA SPROVOĐENJE SINGAPURSKOG UGOVORA O  
ŽIGOVNOM PRAVU**

1. Diplomatska konferencija za usvajanje revidiranog Ugovora o žigovnom pravu, održana u Singapuru u martu 2006. godine, je saglasna da se Ugovor koji je Konferencija usvojila nazove "Singapurski ugovor o žigovnom pravu" (u daljem tekstu "Ugovor").

2. Prilikom usvajanja Ugovora, učesnici Diplomatske konferencije su se saglasili da „postupak pred Zavodom“ u Članu 1(viii) ne obuhvata sudske postupke prema zakonodavstvu strana ugovornica.

3. Uviđajući činjenicu da Ugovor propisuje za strane ugovornice delotvorne i efikasne formalne postupke u oblasti žigova, Diplomatska konferencija potvrđuje da član 2, odnosno član 8, ne nameće bilo kakve obaveze stranama ugovornicama da:

(i) registruju nove vrste žigova, u smislu Pravila 3, stavovi (4), (5) i (6) Pravilnika; ili

(ii) implementiraju sisteme za elektronsko podnošenje prijava ili druge automatske sisteme.

Svaka strana ugovornica ima mogućnost da odluči da li će i kada predvideti registrovanje novih vrsta žigova, kao što je gore navedeno.

4. U cilju olakšavanja primene Ugovora u zemljama u razvoju i u najslabije razvijenim zemljama (LDCs), Diplomatska konferencija je zatražila od Svetske organizacije za intelektualnu svojinu (WIPO) i strana ugovornica da obezbede dodatnu i odgovarajuću tehničku pomoć koja obuhvata tehnološke, pravne i druge oblike pomoći za jačanje institucionalnih kapaciteta tih država za implementaciju Ugovora i da omogući tim državam da koriste sve prednosti predviđene odredbama ovog Ugovora.

5. Takva pomoć treba da uzme u obzir nivo tehnološkog i ekonomskog razvoja država korisnica. Tehnološka podrška treba da pomogne poboljšanju infrastrukture informacione i komunikacione tehnologije u tim državam, i tako doprinese smanjenju tehnološkog jaza između strana ugovornica. Diplomatska konferencija je potvrdila da su neke države podvukle značaj Fonda za digitalnu solidarnost (DSF) nadležnog za smanjenje digitalnih podela.

6. Pored toga, nakon stupanja na snagu ovog Ugovora, strane ugovornice prihvataju da razmene i podele, na multilateralnoj osnovi, informacije i iskustva o pravnim, tehničkim i institucionalnim aspektima u vezi sa implementacijom Ugovora i kako da se iskoriste sve nastale prednosti.

7. Uviđajući specijalnu situaciju i potrebe najslabije razvijenih zemalja (LDCs), Diplomatska konferencija je saglasna da se najslabije razvijenim zemljama (LDCs) dozvoli specijalan i drugačiji tretman za implementaciju ugovora, i to:

(a) najslabije razvijene zemlje (LDCs) će biti prve i glavne zemlje korisnice tehničke pomoći koju pruže strane ugovornice i Svetska organizacija za intelektualnu svojinu (WIPO);

(b) takva tehnička pomoć obuhvata sledeće:

(i) pomoć u uspostavljanju pravnog okvira za implementaciju ovog Ugovora,

(ii) informisanje, obrazovanje i podizanje svesti o uticaju koje pristupanje ovom Ugovoru ima,

(iii) pomoć potrebnu za izmenu administrativnog rada i procedura nacionalnih organa za registrovanje žigova,

(iv) pomoć u obučavanju neophodne radne snage i obezbeđivanju opreme zavodima za intelektualnu svojinu, uključujući i kapacitet informacione i komunikacione tehnologije za efikasnu implementaciju Ugovora i Pravilnika za sprovođenje Ugovora.

8. Diplomatska konferencija je zatražila od Skupštine da nadgleda i proceni, na svakom redovnom zasedanju, napredak u pružanju pomoći koja se odnosi na implementaciju i na korišćenje prednosti nastalih na osnovu implementacije.

9. Diplomatska konferencija je dogovorila da svaki spor koji nastane između dve ili više strana ugovornica u pogledu tumačenja ili primene ovog Ugovora treba da se reši prijateljski kroz konsultacije i posredovanje pod pokroviteljstvom Generalnog direktora.

### **Član 3.**

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori“.