Gazette no. 11 dated May 25, 1959. The main features are as follows:
1. Patent applications are published in the Official Gazette. Oppositions may be filed within 2 months from publication date.
2. Applications are examined as to form and local novelty.
3. A maintenance fee is due annually on the anniversary of the filing date and is payable as from the date of grant. There is a 6-month grace period for late payment with no surcharge.
4. The term of protection is 15 years from filing date renewable for a further period of 5 years. The protection term for patents related to food-stuffs or drugs or pharmaceutical compositions is limited to 10 years.

The Trademark Office is also expected to resume its activities very soon. Meanwhile, we will be docketing all the instructions we receive from you, preparing all the required forms and diarizing all approaching deadlines in order to ensure proper follow-up and organization. Therefore, we will be able to immediately file all pending trademark applications once the Trademark Office resumes work. We will be updating you on this in due course. We will let you know how deadlines falling within the closure period will be treated once this information is available.

As it stands at present, Libya’s patent legislation is based on Law no. 8 of 1959, published in Official
REVISED PRACTICE REGARDING THE REGISTRABILITY OF TRADEMARKS FOR RETAIL SERVICES

The practice of the Turkish Patent Institute (TPI) regarding the registrability of trademarks for retail services has recently been reviewed in particular with regards to the specification of the type of retail concerned. Previously, class 35 was generally described as “services of bringing together a variety of goods, enabling customers to conveniently view and purchase those goods” which was used to provide a wide coverage for a trademark without any limitations to a certain group of services within the same class. As a consequence, it was not required to specify in what activities services in class 35 exactly consist, nor was it required to indicate the type of establishment undertaking the retail sales. The implications of this is that if a trademark is already registered in class 35, no applicant will be able to register an identical or similar trademark for the same services even if both marks deal with retailing and sale of totally different goods.

However, based on the new revisions, the TPI may accept the co-existence of identical or similar marks in class 35 in the name of different owners as long as details are provided with regard to the goods or types of goods to which those services relate. What is required is a reference to the goods or type of goods sold at retail in order to distinguish a mark from a previously registered one. Therefore, if a trademark owner has registered the trademark for retail services of specific goods, it will be possible for other trademark owners to register the same trademark for retail services of other goods. The reasoning is that the protection for marks claiming retail services is exactly not conferred to the actual act of sale of those goods. The TPI will of course draw the appropriate conclusions from these principles when it comes to examining the confusing similarity between the marks. Conflicts between trademarks claiming retail services for different goods will continue to be judged according to the normal criteria.

By way of background, the current approach of other Trademark Offices from our region regarding the registrability of trademarks for retail services is not the same. Some Offices accept “retail services” as a plain term (such as the Trademark Offices of Algeria, Egypt, Jordan, Kuwait, Libya, Morocco and Tunisia), while others (including the Trademark Office of the UAE) insist on a formulation like “the bringing together, for the benefit of others, of a variety of goods enabling customers to conveniently view and purchase these goods”.

LAUNCHING OF DIGITAL JOURNAL OF TRADEMARKS

On October 20, 2011, the Trademark Office launched an on-line Journal of Trademarks. This means that all trademark applications accepted by the Registrar are now published or accessible to the public via the Intellectual Property Office website. This on-line Journal is an opportunity for third parties to oppose against a prospective mark. Oppositions may be filed within 2 months from publication date.

Should you have any questions, or require any additional information, please contact us at pakistan@sabaip.com
IP HIGHLIGHTS

RECORDAL OF TRADEMARK LICENSES ACROSS THE ARAB WORLD

This article addresses a major concern of businesses concerning trademark registrations, namely, trademark license recordal requirements. In principle, many countries that record trademark license contracts require certified signatures of both parties, a certified (and even legalized) copy of the entire license agreement, and various other formality requirements that are burdensome, time-consuming and costly for businesses having to record those trademark licenses. So it would be important to address the question of license recordal requirements in the Arab region. The following table sets forth basic information on the subject including:

- Whether license recordal is compulsory or not
- Whether license recordal is possible with respect to trademark applications
- The documents required by the Trademark Office for license recordal applications

In general, license recordal is not compulsory in all Arab countries, except for Iraq, Libya, Oman, Qatar and Syria. Noticeably, the common practice and the implementing regulations of the trademark laws of the Arab world do not require the recordal of trademark licenses, and there are no relevant penalties for failure to record. However, recording is only necessary and advisable in order for the license and the rights of the licensee to have effect against third parties. In other words, failure to record an agreement may have the following implications:

(1) It can undermine attempts by the licensee to enforce rights against infringers that are claiming to be using the mark in good faith. However, failure to record a license does not mean that the licensee will not be able to bring a Court action against a counterfeiter or another party who infringes a mark in bad faith.

(2) It can undermine attempts by the licensee to enforce rights against any cancellation action brought by a third party based on non-use. In principle, ineffective use of a trademark within a specified period of time in the countries of the Arab region will subject a trademark registration to cancellation on the grounds of non-use.

It is worth noting here that none of the countries of the Arab world (except for Lebanon) are members of the Singapore Treaty (adopted in Singapore on March 27, 2006 and entered into force on March 16, 2009), which imposes limits on license recordal requirements as well as on the penalties associated with the failure to record licenses. Future accession to this Treaty will of course help in creating common standards across the Arab world for procedural aspects of trademark registration and licensing.

<table>
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<tr>
<th>COUNTRY</th>
<th>IS IT NECESSARY TO RECORD A LICENSE AGREEMENT BEFORE THE TRADEMARK OFFICE SO THAT IT BECOMES EFFECTIVE AGAINST THIRD PARTIES?</th>
<th>WHAT ARE THE DOCUMENTS REQUIRED FOR THE RECORDAL?</th>
<th>IS IT POSSIBLE TO RECORD A LICENSE AGREEMENT BASED ON A TRADEMARK APPLICATION?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bahrain</td>
<td>License recordal is not compulsory but advisable in order to be effective against third parties.</td>
<td>Power of attorney, legalized; and license agreement, legalized.</td>
<td>No. A license may be recorded for trademark registrations only.</td>
</tr>
<tr>
<td>Egypt</td>
<td>License recordal is not compulsory but advisable in order to be effective against third parties.</td>
<td>Power of attorney from licensor, legalized; power of attorney from licensee, legalized; license agreement, legalized; and certificate of incorporation of the licensee, legalized.</td>
<td>No. A license may be recorded for trademark registrations only.</td>
</tr>
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<td>COUNTRY</td>
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<td>Iraq</td>
<td>License recordal is compulsory in order to be effective against third parties.</td>
<td>Power of attorney, legalized; and license agreement, legalized.</td>
<td>Yes</td>
</tr>
<tr>
<td>Jordan</td>
<td>License recordal is not compulsory but advisable in order to be effective against third parties.</td>
<td>Power of attorney, legalized; and license agreement, legalized with Arabic translation.</td>
<td>No. A license may be recorded for trademark registrations only.</td>
</tr>
<tr>
<td>Kuwait</td>
<td>License recordal is not compulsory but advisable in order to be effective against third parties.</td>
<td>If the licensee is a Kuwaiti national, the license agreement may be recorded at the commercial register and not the Trademark Office. A legalized extract from the commercial register would then be duly recognized by the Courts should a conflict arise.</td>
<td>Yes</td>
</tr>
<tr>
<td>Lebanon</td>
<td>License recordal is not compulsory but advisable in order to be effective against third parties.</td>
<td>Power of attorney, simply signed; and license agreement; legalized.</td>
<td>Yes</td>
</tr>
<tr>
<td>Libya</td>
<td>License recordal is compulsory in order to be effective against third parties.</td>
<td>Power of attorney, legalized; license agreement, legalized, with sworn Arabic translation; and certificate of incorporation or extract from the commercial register, legalized, with sworn Arabic translation.</td>
<td>Yes</td>
</tr>
<tr>
<td>Morocco</td>
<td>License recordal is not compulsory but advisable in order to be effective against third parties.</td>
<td>Power of attorney, simply signed and sealed; and license agreement, notarized with French translation.</td>
<td>No. A license may be recorded for trademark registrations only.</td>
</tr>
<tr>
<td>Oman</td>
<td>License recordal is compulsory in order to be effective against third parties.</td>
<td>Power of attorney, legalized; license agreement, legalized; and copy of certificate of incorporation, certified.</td>
<td>No. A license may be recorded for trademark registrations only.</td>
</tr>
<tr>
<td>Qatar</td>
<td>License recordal is compulsory in order to be effective against third parties.</td>
<td>Power of attorney, legalized; license agreement, legalized; and copy of certificate of incorporation of licensee.</td>
<td>Yes</td>
</tr>
<tr>
<td>Saudi Arabia</td>
<td>License recordal is not compulsory but advisable in order to be effective against third parties.</td>
<td>Power of attorney, legalized; license agreement, legalized; and original Saudi registration certificate of the mark for endorsement.</td>
<td>No. A license may be recorded for trademark registrations only.</td>
</tr>
<tr>
<td>Sudan</td>
<td>License recordal is not compulsory but advisable in order to be effective against third parties.</td>
<td>Power of attorney from the licensor, legalized; power of attorney from the licensee, legalized; license agreement, legalized; certificate of incorporation of licensee, legalized; and the original registration certificate of the mark(s) for endorsement.</td>
<td>Yes</td>
</tr>
<tr>
<td>Syria</td>
<td>License recordal is compulsory in order to be effective against third parties. The license agreement must be recorded within 3 months from effective date otherwise a surcharge is levied.</td>
<td>Power of attorney, legalized; and license agreement, legalized.</td>
<td>No. A license may be recorded for trademark registrations only.</td>
</tr>
<tr>
<td>Tunisia</td>
<td>License recordal is not compulsory but advisable in order to be effective against third parties.</td>
<td>Power of attorney, simply signed; and license agreement, legalized with French translation.</td>
<td>Yes</td>
</tr>
<tr>
<td>United Arab Emirates</td>
<td>License recordal is not compulsory but advisable in order to be effective against third parties.</td>
<td>Power of attorney, legalized; license agreement, legalized; and a copy of registration certificate of the mark.</td>
<td>No. A license may be recorded for trademark registrations only.</td>
</tr>
<tr>
<td>Yemen</td>
<td>License recordal is not compulsory but advisable in order to be effective against third parties.</td>
<td>Power of attorney, legalized; and license agreement, legalized.</td>
<td>No. A license may be recorded for trademark registrations only.</td>
</tr>
</tbody>
</table>
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* All mail should be dispatched to the Head Office address in Lebanon for proper channeling.

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