

# Registration of licensing agreement in Thailand

Department of Intellectual Property, Thailand

<http://www.ipthailand.go.th>

## Consideration criteria

Licensing Agreement to use the patent is the contract, with which the patent/petty patent owners grants the specific right to the licensee. The permission shall not exceed the protection period as prescribed by law.

- The protection period of invention patent lasts 20 years.
- The protection period of petty patent lasts 6 years, or upon the petty patent renewal application according to Article 65 paragraph 2 of the laws.

## Conditions of application submission

1. To register a licensing agreement, the applicant shall submit the form as determined by the Director-General, together with a licensing contract to use the invention patent/petty patent.
2. Authorization
  - 2.1. In case the applicant of the patent does not reside in the Kingdom of Thailand, he shall authorize the patent agent/patent attorney registered with the Director-General of the Department of Intellectual Property to act on his behalf. In this regard, the power of attorney shall be presented to the Director-General in accordance with the following regulations;
    - (1) If the authorization is done outside the Kingdom of Thailand, the signatures in the authorization letter or power of attorney shall be certified by the authorized official of the Thai embassy or consulate or Director of the office of the Ministry of Commerce located in the country where the principal or power grantor resides, or the person authorized to act on behalf of the said officials or the person authorized to certify the signature according to the law in that country, or
    - (2) In case the authorization is done in the Kingdom of Thailand, the applicant shall submit a copy of passport or temporary residence certificate of the principal or power grantor, or any evidence indicating that at the time the authorization was made, the principal or power grantor was in Thailand.
  - 2.2. The Power of Attorney shall be attached with the revenue stamp of 30 Baht/patent agent or patent attorney/application.

## Proceeding according to the official's instruction

1. In case that the official finds a correctable defect in the application, the official shall notify the applicant or his patent agent/patent attorney for the correction. The applicant shall finish the correction within 90 days of the notification reception date. After such period, without the correction, the applicant shall be deemed to have abandoned the application, except the Director-General extends the period for correction as deemed appropriate due to any necessity.
2. After the applicant corrected the application, the applicant shall submit the correction application and the fee to the Department of Intellectual Property or the provincial office of the Ministry of Commerce. The corrected application shall enter the consideration and initial inspection processes respectively, similarly to the re-submission of the application.
3. In case of application submission via the website of the Department of Intellectual Property, the inspecting official shall check the completeness of information and details in the patent/petty patent application, request or other applications based on information and details appearing in the e-patent filing system. In this regard, the applicant shall present the application and supporting documents to the Department of Intellectual Property within 15 days of application number reception date and patent/petty patent application filing date via internet. The inspection of application submitted via internet shall be in accordance with the Notification of the Department of Intellectual Property Re: Principles and conditions for submission of patent/petty patent application, requests or other applications via internet.

## Notes

1. The working process starts after the inspection of the documents is completed, as specified in the manual of the public service.
2. In case the application or documentary evidence is not correct or incomplete, the official shall record the defect of the document or indicate the required additional documentary evidence (Record of conditions on application reception). The applicant shall correct the document and/or submit the additional document within 90 days of the application filing date. If the applicant fails to submit all additional documents within the specific period of time, the applicant shall be deemed to

- have abandoned the application. The official shall return the application to the applicant and inform the reason of the return and his appeal right.
3. Any person fee paid to the Department of Intellectual Property shall not be refunded in all cases, except
    - (1) The law stipulates that the fee must be refunded, or
    - (2) The applicant double-paid or overpaid the fee, by which the faulty payment resulted from the mistake of the state official, not the payer. In this regard, the Department of Intellectual Property shall consider the refund case by case.
  4. In case the applicant is required to submit many additional documentary evidences, the applicant shall submit all additional documentary evidences in the same time.
  5. In case the applicant submits the copy of the documentary evidence, the applicant shall certify the copy of the documentary evidence.
  6. In case the applicant submits the document in foreign language, the applicant shall submit the document with Thai translation and the correct translation certification of the translator.
  7. In case the applicant or the authorized patent agent/patent attorney does not submit the application by himself, and granted power to the other person to submit the application, the application submitter shall present a sub power of attorney or temporary power of attorney, so that he is eligible to submit the application and sign in the record of conditions on application reception. If it appears that the application and the documentary evidence is not correct or incomplete, and the application submitter is not authorized to sign on the said record, the official shall not receive the application.
  8. The working period does not include the time period when the applicant follows the official's instruction or corrects the application, or the period of temporary suspension of registration.

### Translation tool for patent documents

The World Intellectual Property Organization (WIPO) has developed a ground-breaking new "artificial intelligence"-based translation tool for patent documents, handing innovators around the world the highest-quality service yet available for accessing information on new technologies. WIPO Translate now incorporates cutting-edge neural machine translation technology to render highly technical patent documents into a second language in a style and syntax that more closely mirrors common usage, out-performing other translation tools built on previous technologies.

WIPO has initially "trained" the new technology to translate Chinese, Japanese and Korean patent documents into English. Patent applications in those languages accounted for some 55% of worldwide filings in 2014. Users can already try out the Chinese-English translation facility on the public beta test platform. The PATENTSCOPE database integrates with other translation engines freely available on the internet and continues to use existing statistical-based translation technology for languages where it performs well. WIPO has shared its translation software with other international organizations, including the United Nations conference management service, Food and Agriculture Organization, International Telecommunication Union, International Maritime Organization, World Trade Organization, and The Global Fund to Fight AIDS, Tuberculosis and Malaria.

Neural machine translation is an emerging technology. It is based on huge neural network models that "learn" from previously translated sentences. The specificity of neural machine translation (compared to previous "phrase based" statistical methods) is that it produces more natural word order, with particular improvements seen in so-called distant language pairs, like Japanese-English or Chinese-English. In a recent test, WIPO Translate's neural-based machine translation service substantially out-performed both the previous statistical-based model on distant language pairs, as well as other non-WIPO translation services. Since this WIPO tool is trained and focused uniquely on patent documents, instead of a more-disparate array of texts, it gives higher-quality renderings.

For more information, contact:

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# Technology transfer arrangement in the Philippines

## Intellectual Property of The Philippines

<https://www.ipophil.gov.ph>

Technology Transfer Arrangement refers to contracts or agreements, including renewals thereof, involving the transfer of systematic knowledge for the manufacture of a product, the application of a process, or rendering of a service including management contracts; and the transfer, assignment or licensing of all forms of intellectual property rights, including licensing of computer software except computer software developed for mass market.

The signing of Republic Act 8293, otherwise known as the Intellectual Property (IP) Code, on June 6, 1997 liberalizes regulations on technology transfer registration particularly the rate of fees or royalties and strengthens intellectual property rights protection in the Philippines. Voluntary Licensing has been provided by the Code. Recordal with the IP Philippines of agreements that involve transmission of rights is necessary. However, registration is no longer required where the agreement is in conformity of the requirements of the law under Sections 87 and 88.

Section 87 of the IP Code covers the prohibited clauses which are adverse to competition and trade.

### Prohibited Clauses (Section 87, IP Code)

1. Those which impose upon the licensee the obligation to acquire from a specific source capital goods, intermediate products, raw materials, and other technologies, or of permanently employing personnel indicated by the licensor;
2. Those pursuant to which the licensee reserves the right to fix the sale or resale prices of the products manufactured on the basis of the license;
3. Those that contain restrictions regarding the volume and structure of production;
4. Those that prohibit the use of competitive technologies in a non-exclusive technology transfer arrangement;
5. Those that establish full or partial purchase option in favor of the licensor;
6. Those that obligate the licensee to transfer for free to the licensor the inventions or improvements that may be obtained through the use of the licensed technology;
7. Those that require payment of royalties to the owners of patents for patents which are not used;
8. Those that prohibit the licensee to export the licensed product unless justified for the protection of the legitimate interest of the licensor such as exports to countries where exclusive licenses to manufacture and/or distribute the licensed product(s) have already been granted;
9. Those which restrict the use of the technology supplied after the expiration of the technology transfer arrangement, except in cases of early termination of the technology transfer arrangement due to reason(s) attributable to the licensee;
10. Those which require payments for patents and other industrial property rights after their expiration or termination of the technology transfer arrangement;
11. Those which require that the technology recipient shall not contest the validity of any of the patents of the technology supplier;
12. Those which restrict the research and development activities of the licensee designed to absorb and adapt the transferred technology to local conditions or to initiate research and development programs in connection with new products, processes or equipment;
13. Those which prevent the licensee from adapting the imported technology to local conditions, or introducing innovation to it, as long as it does not impair the standards prescribed by the licensor; and
14. Those which exempt the licensor from liability for non-fulfillment of his responsibilities under the technology transfer arrangement and/or liability arising from third party suits brought about by the use of the licensed product or the licensed technology.

On the other hand, Section 88 of the IP Code contains provisions which need to be included in voluntary license agreement as follows:

1. That the laws of the Philippines shall govern the interpretation of the agreement and in the event of litigation, the venue shall be the proper court in the place where the licensee has its principal office;
2. Continued access to improvements in techniques and processes related to the technology shall be made available during the period of the technology transfer arrangement;
3. In the event the technology transfer arrangement shall provide for arbitration, the Procedure of Arbitration of the Arbitration Law of the Philippines or the Arbitration Law of the United Nations Commission on International Trade Law (UNCITRAL) or the Rules of Conciliation and Arbitration of the International Chamber of Commerce shall apply and the venue of arbitration shall be the Philippines or any neutral country; and
4. The Philippine taxes on all payments relating to the technology transfer arrangement shall be borne by the licensor.