

No. 14237

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**MULTILATERAL**

**Central American Agreement for the protection of industrial property (marks, trade names and advertising slogans or signs). Concluded at San José on 1 June 1968**

*Authentic text: Spanish.*

*Registered by the General Secretariat of the Organization of Central American States, acting on behalf of the Parties, on 27 August 1975.*

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**MULTILATÉRAL**

**Accord centraméricain pour la protection de la propriété industrielle (marques, dénominations commerciales et slogans ou emblèmes publicitaires). Conclu à San José le 1<sup>er</sup> juin 1968**

*Texte authentique : espagnol.*

*Enregistré par le Secrétariat général de l'Organisation des États d'Amérique centrale, agissant au nom des Parties, le 27 août 1975.*

[TRANSLATION — TRADUCTION]

CENTRAL AMERICAN AGREEMENT<sup>1</sup> FOR THE PROTECTION OF INDUSTRIAL PROPERTY (MARKS, TRADE NAMES AND ADVERTISING SLOGANS OR SIGNS)

The Governments of the Republics of Guatemala, El Salvador, Honduras, Nicaragua and Costa Rica,

Considering that, in order to attain the objectives of the Central American Economic Integration Programme, all the laws directly related to the Programme must be modernized and adapted to the Programme as actual requirements; and

Convinced that it is advisable in all respects to standardize the legal norms which regulate marks, trade names and advertising slogans or signs and the legal norms aimed at ensuring fair and honest competition, in view of the important role they play in respect of the free flow of goods, the provision of services, the peaceful and honourable enjoyment of the rights deriving from industrial property and consumer protection;

Have decided to conclude this Agreement, and for this purpose have appointed as their plenipotentiaries:

His Excellency the President of the Republic of Guatemala: Mr. José Luis Bouscayrol, Minister of the Economy;

His Excellency the President of the Republic of El Salvador: Mr. Alfonso Rocha, Minister of the Economy; Mr. Ricardo Arbizú Bosque, Minister of Finance; Mr. Edgardo Suárez Contreras, Executive Secretary of the National Council for Economic Co-ordination and Planning; and Mr. Armando Interiano, Under-Secretary for Economic Integration and International Trade;

His Excellency the President of the Republic of Honduras: Mr. Valentín J. Mendoza A., Under-Secretary for the Economy;

His Excellency the President of the Republic of Nicaragua: Mr. Arnoldo Ramírez Eva, Minister of the Economy, Industry and Trade;

His Excellency the President of the Republic of Costa Rica: Mr. Manuel Jiménez de la Guardia, Minister of Industry and Trade;

Who, having communicated to each other their full powers, found in good and due form, have agreed as follows:

<sup>1</sup> Came into force on 27 May 1975 in respect of the following States, i.e., eight days after the date of deposit of the third instrument of ratification with the General Secretariat of the Organization of Central American States, in accordance with article 237:

<i>State</i>	<i>Date of deposit of the instrument of ratification</i>
Nicaragua .....	6 January 1969
Costa Rica .....	3 June 1970
Guatemala .....	19 May 1975

## TITLE I

## PRELIMINARY PROVISIONS

## SOLE CHAPTER

*OBJECT AND SCOPE OF THE AGREEMENT*

*Article 1.* The Contracting States adopt the present Agreement to establish in their territories uniform legal rules in regard to marks, trade names and advertising slogans or signs, and to repress unfair competition in those areas.

*Article 2.* The provisions of this Agreement shall apply to marks, trade names and advertising slogans or signs owned by any natural person or legal entity having a commercial establishment or an industrial or service enterprise or establishment in the territory of any Contracting State, or in which any such person or entity has an interest.

The said provisions shall also apply to marks, trade names and advertising slogans or signs owned by natural persons or legal entities having a commercial establishment or an industrial or service enterprise or establishment in any State other than the Contracting States.

*Article 3.* For the purposes of this Agreement, the persons and entities referred to in the first paragraph of the preceding article shall enjoy national treatment in the territory of each Contracting State.

*Article 4.* No condition as to domicile, establishment or enterprise in the country where protection is claimed shall be required of the persons or entities referred to in article 2 of this Agreement for entitlement to the rights conferred by that Agreement.

*Article 5.* The owners of marks, trade names and advertising slogans or signs registered in pursuance of this Agreement shall have the exclusive right to use, enjoy and dispose of them throughout the periods stipulated in this Agreement.

The provisions of the preceding paragraph shall be without prejudice to the provisions of chapter IV of title II regarding the use of collective marks.

## TITLE II

## MARKS

## CHAPTER I

*MARKS IN GENERAL*

*Article 6.* The provisions of this title shall apply to marks that are or may be used both in commerce and manufacturing industries and also in industries relating to agriculture, cattle-breeding, forestry, mining, hunting, fishing, construction or transport and in general to all marks whereby one service or natural or manufactured product is or may be distinguished from another.

*Article 7.* For the purposes of this Agreement, a mark is any sign, word or combination of words or any other graphic or material means which by virtue of its special features is capable of clearly distinguishing the products, goods or services of a natural person or legal entity from products, goods or services of the same kind or class but belonging to a different owner.

*Article 8.* The use and registration of marks shall be optional and shall be compulsory only in the case of chemical, pharmaceutical, veterinary or medicinal products or of food containing medicinal substances; but the Executive Power or Body of each Contracting State may, in order to give effect to the mark within the territory concerned and for reasons of public interest, extend this requirement to products of any other kind.

*Article 9.* Marks shall be divided into industrial or manufacturing marks, trade marks and service marks.

Industrial or manufacturing marks shall be those marks that distinguish goods produced or manufactured by a specific manufacturing or industrial enterprise.

Trade marks shall be those marks that distinguish goods retailed or distributed by a trading enterprise, whosoever their producer may be.

Service marks shall be those marks that distinguish the activities of enterprises engaged in meeting general needs by means other than the manufacture, sale or distribution of goods.

*Article 10.* The following may not be used or registered as marks or as elements thereof:

- (a) national flags or their colours where the latter appear in the same order and position as on the flags; coats of arms, insignia or badges of Contracting States, their local authorities or other public bodies;
- (b) flags, coats of arms, insignia, badges or designations of foreign nations, except when authorized by the government concerned;
- (c) flags, coats of arms, insignia, badges, designations or initials of international organizations of which one or more of the Contracting States are members;
- (d) names, emblems and badges of the Red Cross and of religious or charitable bodies legally recognized in any of the States Parties to this Agreement;
- (e) designs of coins or bank notes which are legal currency in the territory of any of the Contracting States; reproductions of securities and other commercial documents or of seals, postage stamps, fiscal stamps or revenue stamps in general;
- (f) signs, words or expressions ridiculing or tending to ridicule persons, ideas, religions or national symbols of other States or international bodies;
- (g) signs, words or expressions contrary to morality, public order or propriety;
- (h) names, signatures, patronymics and portraits of persons other than those applying for registration without the consent of such persons or, in the event of their decease, of their ascendants or descendants in the nearest degree;
- (i) technical or common names of products, goods or services when these are intended to cover articles or services comprised in the kind or type to which such names correspond;
- (j) terms, signs or expressions that have passed into general use and which serve to indicate the nature of the products, goods or services, and adjectives that are descriptive or that indicate geographical source; marks that have become popular or widely-known following registration shall not be taken to have passed into general use;
- (k) shapes, designations or phrases that are descriptive of products, goods or services which the mark is designed to cover, or of their ingredients, properties and physical characteristics or of the use for which they are intended;
- (l) signs or indications that serve to denote the kind, quality, quantity, value or time of production or of rendering of the products or goods or of the services concerned, unless accompanied by distinguishing drawings or phrases;

- (l) the common and ordinary form of the products or goods;
- (m) single colours treated separately, unless they are combined with or accompanied by other elements such as signs or designations having a special and distinctive character;
- (n) packaging which is in the public domain or in common usage in any of the Contracting States and, in general, packaging which does not have any original or novel features;
- (ñ) mere indications of source and appellations of origin, except as provided in article 35 (b);
- (o) distinctive signs already registered by other persons as marks for products, goods or services of the same class;
- (p) distinctive signs which, because of their graphic, phonetic or ideological resemblance, may be misleading or create confusion with other marks or trade names or advertising slogans or signs already registered or in the process of registration, if it is intended to use such signs to distinguish products, goods or services of the same class;
- (q) distinctive signs that may be misleading by giving a false indication as to origin, nature or quality;
- (r) maps, but these may be used as part of a mark if they are maps of the country of origin or of source of the goods distinguished by the mark.

*Article 11.* Labels or surfaces carrying a mark shall not include any drawings or reproductions of diplomas, medals, prizes or other signs that suggest the existence of awards won at exhibitions, contests or other similar events, unless the authenticity of such awards has been proved during the proceedings for registration.

*Article 12.* Where a mark consists of a label or design, protection shall only extend to words, captions or signs that distinguish the mark and shall not cover terms or signs in common or current use in commerce, industry or in service activities.

*Article 13.* When the name or nature of a commodity or product is given on a label or design, the mark shall only be granted for the commodity or product indicated.

*Article 14.* A mark used for the purpose of distinguishing products, goods or services shall be applied to the latter in the form in which such mark was registered; but the owner may, for advertising and other similar purposes, use the mark in a printed form other than as registered.

*Article 15.* The owner of an industrial or manufacturing mark may use it as a trade mark without being required to register it as such.

*Article 16.* All natural products or products manufactured in the Contracting States that are distinguished by marks, whether registered or not, shall bear the inscription "HECHO EN . . ." (country of origin), or "PRODUCTO CENTROAMERICANO HECHO EN . . ." (country of origin). The name of the owner or user of the mark shall also be indicated.

Marks registered in any of the Contracting States shall, when affixed to the products, goods or services covered by the marks, bear the inscription "MARCA REGISTRADA" or the equivalent sign "R".

The marks and compulsory inscriptions referred to in the preceding paragraphs shall be clearly displayed on the products, goods or services which they cover. If the products, goods or services are not suitable for the purpose, the indications referred to in this article

shall appear on the wrappers, boxes, containers, packaging or receptacles in which they are contained for sale to the public.

Omission of the above inscriptions shall not affect the validity of registered marks, but the infringer shall be liable to a fine of 50 Central American pesos. In the event of a first repetition of such an offence the fine shall be 200 Central American pesos and for subsequent offences the fine shall be 500 Central American pesos. In imposing this penalty, the provisions of the first paragraph of article 162 of this Agreement shall apply.

For the purposes of this Agreement, the Central American peso shall be understood to be a unit of account equivalent to the United States dollar.

## CHAPTER II

### OWNERSHIP OF MARKS

*Article 17.* Ownership of a mark shall be acquired by registration of the mark pursuant to this Agreement and shall be attested to by a certificate of registration issued by the competent authority.

*Article 18.* Ownership of a mark shall be recognized and protected only in the State or States in which the mark has been registered.

The first application for registration of a mark originating in any of the Contracting States shall be filed in the country of origin of the mark in question. By country of origin shall be understood the country in which the industrialist has his main place of business or his domicile.

The provisions of the preceding paragraph shall not apply to marks originating in States other than the Contracting States.

*Article 19.* Upon the acceptance for filing of an application for registration of a mark made pursuant to this Agreement, a right of priority shall vest in the applicant, or his assignee, for a period of six months, during which he may apply for registration of the mark in the other Signatory States.

If the application is filed or the registration is made before expiry of the above-mentioned period, the application shall not be refused nor shall the registration be cancelled by virtue of acts carried out in the interval, particularly another registration or the use of the mark.

The period referred to in this article shall run from the day following that on which the first application was accepted. If the last day of the period falls on a holiday in the country where the registration is applied for, the period shall be extended until the next working day.

*Article 20.* The right of priority shall be attested by a certificate, which shall be automatically issued to the interested party by the Industrial Property Registrar of the country where the first application was filed. The certificate shall in particular contain the following:

- (a) name, business name or designation, nationality and other particulars relating to the applicant;
- (b) an express indication that the applicant possesses one of the qualifications specified in article 2 of this Agreement, except as provided for in article 35 (a);
- (c) the mark to be registered, together with an exact description of its characteristics, and indication of its class and of the products, goods or services to which it will be applied; further, a model of the mark shall be affixed or attached to the certificate;

- (d) the date of application for registration, the date and hour of filing, and the date on which it was accepted; and
- (e) the date and place of issue of the certificate and the seal and signature of the Registrar.

Authentication shall not be required for the certificate referred to in this article unless the competent authorities have doubts as to its authenticity or have reasons for believing that it has been altered, in which case they shall require the interested party to submit a copy of the first application for registration, issued and certified by the authority that granted it, or any other evidence which, in their opinion, may serve to establish the truth.

The foregoing shall be without prejudice to criminal liability under the laws of the country in which a document that has been altered or falsified is submitted.

*Article 21.* Questions as to priority regarding the acceptance of two or more applications for registration shall be resolved by reference to the fact that the said acceptance shall have retroactive effect to the date and hour of filing of each application.

*Article 22.* If a natural person or legal entity applies for registration of a mark in a Contracting State and registration is refused on the ground that there is an earlier registration or application for registration of another identical or similar mark, such person or entity shall have the right to seek and obtain cancellation of the registration or of the acceptance of the application upon proving that he benefits from a right of priority under article 19 of this Agreement.

*Article 23.* Ownership of a mark and the right to its exclusive use shall be acquired only in relation to the products, goods or services for which it was requested and which belong to the same class.

Any subsequent application to extend the protection of a mark already registered to additional products, goods and services shall, irrespective of the class to which such products, goods and services belong, be treated as if it related to an entirely new mark.

*Article 24.* The rights conferred by registration of a mark shall last for a period of ten years, which may be extended indefinitely for the same period if the requirements laid down in this Agreement are observed.

The period referred to in the preceding paragraph shall start on the date of registration.

*Article 25.* The owner of a mark or his successors in title shall, in order to renew the registration of such mark, file an application for renewal in the year preceding expiry of each period.

*Article 26.* The owner of a registered mark shall have the following rights:

- (a) to oppose registration by any other person;
- (b) to require the use or unlawful imitation of the mark to cease;
- (c) to require the competent authorities to ban the importation or entry of goods or products so long as they carry the mark;
- (d) to obtain compensation for loss or damage caused by unlawful use of the mark;
- (e) to report offences provided for and involving liability under the law or to act as prosecutor in the relevant proceedings.

In the cases referred to in (b), (c) and (d) above, the owner may request the competent authorities to seize, sequester or confiscate products and goods that carry the mark unlawfully.

*Article 27.* The owner of a mark or any person having a right of priority in accordance with this Agreement may transfer his property or right by an act *inter vivos* or *mortis causa*.

The user may not transfer his right unless authorized to do so.

*Article 28.* Notwithstanding the preceding article, marks consisting of the business name of the transferor may only be transferred with the enterprise or establishment which such name identifies.

*Article 29.* Save where there is an express provision to the contrary, the transfer of an enterprise shall include transfer of the marks connected with the business.

The transferee shall be entitled to use such marks without any restrictions other than those provided for in the relevant contract and shall have sufficient legal capacity to apply for the transfer to be recorded upon proof of his right.

*Article 30.* Transfer of a mark shall only take effect as against third parties from the date on which it was recorded in the Industrial Property Registry.

*Article 31.* For the purposes of this Agreement marks shall be considered as movable property.

### CHAPTER III

#### LICENCES

*Article 32.* The owner of a mark may by contract grant a licence to use the mark to one or more persons.

A licence to use a mark may be exclusive or non-exclusive in relation to a specific territory or area.

The owner of the mark may reserve the right to use the mark simultaneously.

Terms and conditions as to the method of use of the mark may also be agreed, provided that they do not run counter to the provisions of this Agreement.

*Article 33.* The use of a mark by a licensee shall be assimilated to use by the owner of the mark in all cases where such use is relevant by virtue of this Agreement.

Provided that he has been duly empowered, the licensee of a mark may take all the necessary legal steps to prevent misuse of the mark and to take such proceedings as the owner of the mark is entitled to take.

*Article 34.* The licence contract shall be entered in the Industrial Property Registry and shall take effect as against third parties only from the date of such entry.

### CHAPTER IV

#### COLLECTIVE MARKS

*Article 35.* The following shall be regarded as collective marks:

- (a) those adopted by co-operatives, syndicates, trade associations and other similar public or private bodies, even if they do not have an establishment or place of business, to distinguish the products, goods or services of all individuals forming part thereof; and



(b) those adopted by enterprises established within a given political and territorial boundary to distinguish a specific product, commodity or service peculiar to the area.

*Article 36.* Registration of collective marks shall be applied for by the person or persons having the legal capacity to represent the entity under its statute or equivalent document, a copy of which shall be attached to the authenticated record of the meeting at which the mark was adopted and registered.

There shall also be submitted, together with the application, a copy of the regulations governing use of the mark, duly authenticated by the representative of the entity concerned, which shall enter into force as soon as they have been approved by the Registrar.

Authentication of the certificates referred to in this article shall not be required when the marks originate in any of the States parties to this Agreement.

*Article 37.* The regulations referred to in the preceding article shall specify the common characteristics or qualities of the products, goods or services to be distinguished by the mark, the conditions under which it shall be used and the persons who may use it. They shall also guarantee effective control over use of the mark, provide for adequate penalties in the event of any use that is contrary to the regulations and indicate the reasons for which a member of the group may be prohibited from using a distinctive sign that has been adopted.

*Article 38.* The owner of a collective mark shall notify the Industrial Property Registry of any change in the regulations governing use of the mark. Such changes shall only take effect when the Registrar has taken a decision approving them.

*Article 39.* Collective marks shall be subject to the provisions laid down for marks in general, without prejudice to the special provisions that govern them.

The duration of validity and the fees payable shall be the same as those for individual marks.

*Article 40.* Collective marks may not be transferred to third parties, nor shall individuals who are not officially recognized by the entity as its members be authorized to use such marks.

*Article 41.* Ownership of collective marks shall terminate for any of the reasons stated in article 42 and also upon dissolution of the entity owning the mark.

## CHAPTER V

### *TERMINATION OF OWNERSHIP OF MARKS*

*Article 42.* The right of ownership in a mark shall terminate only:

- (a) on express renunciation by the owner;
- (b) where the period referred to in article 25 has been allowed to lapse without a request for renewal of the registration being made;
- (c) on a final decision by a competent court of law declaring the registration invalid or ordering its cancellation.

*Article 43.* Lapse of the period referred to in article 42 (b) shall be declared by the relevant Industrial Property Registry, either *ex officio* or at the request of an interested party.

*Article 44.* The following shall be grounds for invalidating the registration of a mark:

- (a) if registration was made in detriment of a better title of a third party;
- (b) if registration is in the name of a person who is or has been an agent or representative of a person who has previously registered the mark in another Central American country;
- (c) if the registration was made in contravention of this Agreement.

In the case provided for in (a) above, the registration shall only be invalid if the interested party did not enter opposition at the relevant time.

In the cases provided for in (a) and (b) above, the registration may only be declared invalid at the instance of the injured party. In the case provided for in (c) above, the registration may be declared invalid at the instance of the injured party or of the Department of Public Prosecutions.

*Article 45.* When a decision declaring a registration to be invalid has become final, the relevant court of law shall communicate the decision or a certification thereof to the Industrial Property Registry.

*Article 46.* Where ownership of a mark has expired through failure to renew or where a mark has been cancelled at the request of its owner, it may be re-registered at any time either by the former owner or by any other person, provided the requirements for registration as established in this Agreement have been fulfilled. This provision shall not apply to collective marks, which may only be re-registered when the period provided for in the following paragraph has elapsed.

Where registration of a mark has been declared invalid on the ground stated in article 44 (c), it may be re-registered by any person after two years from the date on which the court decision renders the matter *res judicata*, provided that the provisions of this Agreement are not infringed by the new registration. However, the applicant shall not be required to wait until the period referred to has elapsed if the registration is cancelled by virtue of article 44 (a) or (b).

### TITLE III

#### TRADE NAMES

##### SOLE CHAPTER

#### *PROTECTION OF TRADE NAMES*

*Article 47.* The provisions of this title shall apply to names identifying a commercial enterprise or establishment proper and to names identifying an industrial enterprise or establishment even if it is engaged in activities relating to agriculture, cattle-breeding, forestry, mining, hunting, fishing, construction or transport or in any other similar activity.

*Article 48.* For the purposes of this Agreement, a trade name is the real name, fanciful name, business name or designation by which an enterprise or establishment is identified.

*Article 49.* The following may not be used or registered as trade names or an element thereof:

- (a) those consisting of or in which there appear the names or patronymics of persons other than the owners or members of the enterprise or establishment, without their

consent or, if they are deceased, without the consent of their ascendants or descendants in the nearest degree;

- (b) those identical with or similar to trade names registered on behalf of some other persons engaged in similar activities;
- (c) those identical with or similar to a mark registered in the name of a third party if the products, goods or services covered by the mark are similar to those provided in the ordinary course of business of the enterprise or establishment whose trade name is the subject of the application for registration;
- (d) those which consist of words or captions or which contain signs contrary to morality, public order or propriety.

*Article 50.* Ownership of a trade name shall be acquired by its registration pursuant to this Agreement and shall be attested by a certificate of registration issued by the competent authority.

Changes or amendments to trade names that have already been registered shall likewise be registered.

*Article 51.* Ownership of a trade name and the right to its exclusive use shall be acquired in respect of the activities of the enterprise or establishment as defined in the application for registration and of other directly related or similar activities.

If an enterprise has more than one establishment, it may identify them by its trade name.

*Article 52.* Ownership of a trade name shall have the same duration as the enterprise or establishment which it identifies.

As soon as a trade name has been registered, it shall enjoy protection for an indefinite period.

*Article 53.* The owner of a registered trade name shall have the following rights:

- (a) to oppose registration by any other person;
- (b) to require the use or unlawful imitation of his trade name to cease;
- (c) to obtain compensation for loss or damage caused by misuse of the trade name;
- (d) to report offences provided for and involving liability under the law or to act as prosecutor in the relevant proceedings.

*Article 54.* Save where there is an express stipulation to the contrary, the transfer of an enterprise or establishment shall include its trade name. However, in the case provided for in the second paragraph of article 51, the trade name shall be deemed not to have been transferred if the conveyance does not entail the transfer of the enterprise.

The transferee may use the trade name without restriction, save for any provided for in the relevant contract, and shall have sufficient legal capacity to arrange for the transfer to be recorded, upon proof of his right.

*Article 55.* The right of ownership in a trade name shall terminate only:

- (a) on express renunciation by the owner;
- (b) on the dissolution, for any legal reason, of the enterprise which it identifies;
- (c) on a final decision by a competent court of law declaring the registration invalid or ordering its cancellation.

*Article 56.* The following shall be grounds for invalidating the registration of a trade name:

- (a) if registration was made in detriment of a better title of a third party;
- (b) if registration is in the name of a person who is or has been an agent or representative of a person who has previously registered the trade name in another Central American country;
- (c) if registration was made in contravention of the provisions of this Agreement.

In the case provided for in (a) above, the registration shall only be invalid if the interested party did not enter opposition at the relevant time.

*Article 57.* In the case provided for in article 55 (b), termination of the right of ownership in a trade name shall be declared by the Industrial Property Registrar, at the request of any interested party.

In the cases provided for in article 56 (a) and (b), the registration may only be declared invalid at the instance of the injured party. In the case provided for in (c), the registration may be declared invalid at the instance of the injured party or of the Department of Public Prosecutions.

*Article 58.* Save as provided for in this title, the provisions in this Agreement relating to marks shall apply to trade names, in so far as they are not rendered incompatible by virtue of the special nature of the two concepts.

#### TITLE IV

#### ADVERTISING SLOGANS OR SIGNS

##### SOLE CHAPTER

##### *PROTECTION OF ADVERTISING SLOGANS OR SIGNS*

*Article 59.* By advertising slogan or sign shall be understood any caption, advertisement, motto, phrase, combination of words, design, engraving or any other similar medium, provided that it is original and characteristic, and that it is used to attract the attention of consumers or users to a specific product, commodity, service, enterprise or establishment.

*Article 60.* Advertising slogans or signs may be used in posters, murals and, in general, in any other advertising medium.

*Article 61.* Marks and trade names may form part of an advertising slogan or sign provided that they are registered on behalf of the same owner.

*Article 62.* The following may not be used or registered as advertising slogans or signs:

- (a) words or combinations of words that are merely descriptive of the qualities of the goods, products or services or of the activities of the enterprise;
- (b) those that are devoid of originality or that are publicly known in connexion with other products, goods, services, enterprises or establishments belonging to a different owner;
- (c) those contrary to morality, public order or propriety or that cause offence with regard to ideas, religions and sentiments deserving of respect;

- (d) those that tend to discredit an enterprise or establishment or its products, goods or services, or that contain offensive material or personal innuendoes;
- (e) those included in any of the prohibitions listed in article 66 of this Agreement;
- (f) those including a mark or trade name that may not be lawfully used by any person seeking to make use of them;
- (g) those that have already been registered by other persons or that are liable to mislead or confuse.

*Article 63.* As soon as an advertising slogan or sign is registered, it shall enjoy protection for an indefinite period, but its existence depends, as applicable, on the mark or trade name to which it refers.

*Article 64.* Save as provided for in this title, the provisions of this Agreement relating to marks and trade names shall apply to advertising slogans or signs in so far as they are not rendered incompatible by virtue of the special nature of these concepts.

## TITLE V

### UNFAIR COMPETITION IN INDUSTRIAL PROPERTY MATTERS

#### SOLE CHAPTER

#### *UNFAIR COMPETITION*

*Article 65.* Subject to the provisions of the criminal laws of Contracting States, unfair competition means, for the purposes of this Agreement, any deceptive act which, like those referred to in article 66, is performed with intent to take improper advantage of the benefits conferred by marks, trade names and advertising slogans or signs, to the detriment of their owners or of consumers.

*Article 66.* For the purposes of this Agreement, the following acts, committed by any person, shall constitute unfair competition:

- (a) acts calculated to represent, directly or indirectly, that the products, goods or services manufactured or rendered by an industrialist, or in which he trades, belong to or correspond to or are rendered by another trader, manufacturer or supplier of services, whether the deception arises from the unlawful use or simulation, substitution or alteration of marks, trade names and advertising slogans or signs protected under this Agreement, or from the imitation of labels, packaging, containers or any of the other usual methods of identification and differentiation used in industry and trade;
- (b) false descriptions of products, goods or services on marks, labels, packaging, containers or wrappers through the use of words, signs or any other means liable to deceive the public as to the nature, quality, utility, method of manufacture, characteristics or value of the products, goods or services;
- (c) the use in marks, labels, packaging, containers or wrappers of signs that falsely suggest the existence of awards, prizes, diplomas or medals granted or given to the products, goods or services;
- (d) the reproduction, even in part, of the graphic or phonetic elements of the mark of another without the authorization of the owner;
- (e) the alteration or substitution of a mark, trade name, advertising slogan or sign, to give the impression of ownership of goods, products or services that belong to another;

- (f) the use of a mark, trade name, advertising slogan or sign identical with or similar to one which is registered on behalf of a different person, without his consent, in relation to the products, goods, services or activities covered by the registration;
- (g) the use of packaging or written matter which gives the impression that imitation or adulterated goods are genuine, or misrepresentations having the same effect;
- (h) the transfer of marks, trade names, advertising slogans or signs that have been forged or the sale or supply of products, goods or services with marks that have been forged or fraudulently imitated;
- (i) the transfer of designs, marks or advertising slogans or signs identical with or confusingly similar to one that has already been registered, separately from the products, goods, services, enterprise or establishment for which they are intended, without the authorization of the owner;
- (j) the description of an establishment as the branch, agency or subsidiary of a specific enterprise having registered its business name in accordance with this Agreement, when such is not the case;
- (k) any other acts of the kind referred to above which directly or indirectly tend to prejudice the industrial property right of another person or which entail the appropriation or misuse of a subject of industrial property.

*Article 67.* Proceedings to prohibit acts of unfair competition may be brought by any person who considers himself to be an injured party or by the Department of Public Prosecutions, before the courts of law or administrative authorities which, under the domestic laws of the Contracting States, have jurisdiction in such matters.

*Article 68.* When proceedings against unfair competition have been instituted, the competent judge or authority may, provided the plaintiff gives security as compensation for any loss or damage, order such preventive measures as he deems appropriate adequately to protect the rights of the plaintiff, consumers and competitors, including the placing in safe custody of the goods in question, a temporary injunction with respect to the acts that are the subject of the action and the restoration of things to their state prior to commission of the acts of unfair competition.

*Article 69.* The penalties for acts of unfair competition shall be those laid down in chapter VIII of title VII of this Agreement.

*Article 70.* In the judgment or decision finding that acts of unfair competition have been committed, an order shall be made for the cessation of such acts as well as for the necessary measures to prevent the consequences and recurrence thereof and, where appropriate, for compensation for loss or damage.

*Article 71.* If, in addition, the acts of unfair competition give rise to criminal liability, the penalties laid down in the domestic laws of the Contracting States shall apply to the person responsible.

## TITLE VI

### INDICATIONS OF SOURCE AND APPELLATIONS OF ORIGIN

#### SOLE CHAPTER

#### *INDICATIONS OF SOURCE AND APPELLATIONS OF ORIGIN*

*Article 72.* For the purposes of this Agreement, by indication of source shall be understood the geographical name of the locality, region or country affixed or appearing

on any label, wrapper, packaging, cover or sealing device of any goods, or directly on such goods, as the place where they were manufactured, produced or extracted.

For the same purposes, appellation of origin means the geographical name that designates a product manufactured, harvested or extracted in the place to which the name used for such designation corresponds and which serves to indicate specific quality and characteristics.

*Article 73.* Any manufacturer, trader or supplier of services who is established in a specific country, place or region shall have the right to use its geographical name as an indication of the source of his products, goods or services.

*Article 74.* A geographical name which is used as an indication of source or appellation of origin shall correspond exactly to that of the place where the goods assumed their specific character or substance or from where they came.

*Article 75.* Appellations of origin that do not in fact correspond to the place where the products, goods or services were manufactured, produced, harvested or extracted shall be considered to be false and their use to be unlawful, and as such shall be prohibited.

A designation of origin shall not be false if the name that identifies a product, commodity or service corresponds, in whole or in part, to a geographical name which, through continuous, general and reputable usage in the trade, has become accepted as the proper name of the goods or services, provided that the appellation of origin is preceded by the words "type", "kind", "imitation" or the like, in readily legible lettering.

*Article 76.* The inclusion of false indications of source or appellations of origin on any label, wrapper, packaging, cover or sealing device of any goods, or directly on such goods, whether the said goods are identified by registered marks or not, shall render those responsible liable to the penalties provided for under chapter VIII of title VII of this Agreement.

*Article 77.* Articles 67, 68, 70 and 71 above shall apply to the matters dealt with in this chapter.

## TITLE VII

### PROCEDURE

#### CHAPTER I

#### GENERAL PROVISIONS

*Article 78.* Subject to article 35 (a), only the natural persons and legal entities referred to in article 2 of this Agreement may apply for and obtain protection for the property referred to therein.

*Article 79.* The persons referred to in the preceding article may act before the registry on their own behalf, or with the assistance of a lawyer or through an agent, who shall be a lawyer, according to the provisions of the domestic laws of the respective Signatory States.

The agent shall, in every case, be empowered to appear before the courts, the administrative authorities or the administrative bodies for disputed claims and to deal with any claim or request arising by reason of the application for registration or the registration.

In the absence of any provision to the contrary, the agent shall be deemed to have been authorized by the principal to oppose the registration of any other mark, trade name, advertising slogan or sign identical or similar to those already registered or in the course of registration in the name of the principal.

*Article 80.* In serious and urgent cases, which are declared to be such by the Registrar, representation by an unofficial agent, who shall be a lawyer, may be allowed, provided that he gives adequate guarantees, which shall likewise be declared to be such by the said Registrar, with respect to the outcome of the matter if the person concerned does not approve of what is done in his name.

*Article 81.* A power of attorney issued abroad shall be executed in accordance with the domestic law of the country in which it is granted and shall be authenticated in conformity with the law of the Contracting State in which it is to take effect.

Powers of attorney issued in States Parties to this Agreement shall likewise be executed in accordance with the domestic law of the country in which they are granted but shall not require any authentication to take effect in other States Parties to this Agreement.

*Article 82.* All applications for registration under this Agreement shall comply with the requirements laid down in the fiscal law of the Contracting State in which the application is filed.

## CHAPTER II

### PROCEDURE FOR REGISTERING MARKS, TRADE NAMES AND ADVERTISING SLOGANS OR SIGNS

*Article 83.* For registration of a mark an application shall be filed with the Industrial Property Registry, containing:

- (a) a precise indication of the authority to which it is addressed;
- (b) the name, business name or designation, nationality, domicile and other particulars of the applicant, and the name, profession, and domicile of the agent if the application is made under a power of attorney;
- (c) a description of the mark, stating clearly and accurately the principal elements or its main distinctive sign; a model or reproduction of the mark concerned shall be affixed or pasted to each application;
- (d) an accurate and precise list of the goods or services to be distinguished by the mark, with an indication of the class to which they belong;
- (e) an indication of the country of origin of the mark, and, if it is a Central American country, the number and date of registration in the said country or a statement that registration is pending there;
- (f) an indication as to the kind of mark concerned, in accordance with article 9, and a formal declaration that the applicant is the owner of a commercial establishment, a service enterprise or an industrial undertaking in the territory of one of the Contracting States or abroad, and its address;
- (g) the claims made in regard to size, colour or combination of colours, designs or characteristics of the mark, presented in the same order as they appear on the model; claims with regard to elements that do not appear on the model shall be devoid of effect;
- (h) the post-office box or exact address for service in the city where the Industrial Property Registry is located;



- (i) a specific indication of the subject of the request;
- (j) the place and date of application and the handwritten signature of the applicant, agent or legal representative.

*Article 84.* The application referred to in the preceding article shall be accompanied by:

- (a) if the application is filed through an agent, a legally-executed power of attorney, save where the legal capacity of such agent has already been officially recognized in the Industrial Property Registry, in which case the application shall indicate the date of and reason for the earlier submission and the number of the file in which it is recorded; if the party concerned deems it advisable, he may request that the power of attorney be noted in the records and returned to him;
- (b) the certificate referred to in article 20, where applicable;
- (c) a certificate to the effect that the consent referred to in article 10 (*h*) has been obtained and, where applicable, an authenticating document to prove the existence of the prizes, medals, diplomas or awards referred to in article 11;
- (d) if the mark is Central American, an attestation to the effect that it is registered in its country of origin; a model of the mark shall be affixed to such attestation;

If the mark is not registered in the country of origin, the certificate referred to in (*b*) above shall replace the attestation referred to here.

The attestation shall not require any legalization unless there are reasons to believe that the attestation as filed has been altered or is not authentic. Where a foreign mark is concerned, the provisions of the following article shall apply.

- (e) the document, in due legal form, that proves that the government concerned has given its authorization in the case provided for in article 10 (*b*);
- (f) where applicable, the documents referred to in article 36;
- (g) fifteen models or facsimiles of the mark in the country where the application is first filed and six in the others; and, if such be the means of identification, a printing block or electrotype reproducing the mark;

Such models shall comply with the requirements laid down in article 190.

- (h) such other documents as are required under the domestic law of the Contracting State in which the application is filed.

*Article 85.* If the mark originates in a State other than a Contracting State, application for its registration may be filed in any Signatory State provided that such application is accompanied either by a certified copy of registration in the country of origin of the mark or by a sworn statement made, in due legal form, before a notary public or public official, in which the owner of the mark shall state: (*a*) that he has adopted the mark for use in the country in question; (*b*) that he owns a manufacturing or commercial establishment, or an agricultural undertaking, in the country of origin of the mark; (*c*) that the goods, products or services to be covered by the mark are those which are listed specifically and accurately together with an indication of the class to which they belong, in the said sworn statement.

*Article 86.* In order to obtain registration of a trade name, an application shall be filed with the Industrial Property Registry containing:

- (a) a precise indication of the authority to which it is addressed;
- (b) the name, business name or designation, nationality, domicile and other particulars of the applicant, and the name, profession and domicile of the agent or legal representative, if the application is made under a power of attorney or through a representative;

- (c) a detailed description of the trade name to be registered; a reproduction or model of the trade name concerned shall be affixed or pasted to each application;
- (d) an accurate and precise indication of the enterprise or establishment to be identified by the trade name, specifying the business or activity in which it will engage and its location and address; this shall be accompanied by a formal declaration that the applicant is the owner of the said enterprise or establishment;
- (e) an indication of the country of origin of the trade name and, if it is Central American, of the number and date of registration in the said country or a statement that registration is pending there;
- (f) the post office box or exact address for service in the city where the Industrial Property Registry is located;
- (g) a specific indication of the subject of the request;
- (h) the place and date of application and the handwritten signature of the applicant, agent or legal representative.

*Article 87.* The application referred to in the preceding article shall be accompanied by:

- (a) if the application is filed through an agent, a legally-executed power of attorney, save where the legal capacity of such agent has already been officially recognized in the Industrial Property Registry, in which case the application shall indicate the date of and reason for the earlier submission and the number of the file in which it is recorded;

If the party concerned deems it advisable, he may request that the power of attorney be noted in the records and returned to him.

- (b) the certificate referred to in article 20, where applicable;
- (c) where the trade name is Central American, an attestation to the effect that it is registered in its country of origin; a specimen of the trade name shall be affixed to such attestation;

If the trade name is not registered in the country of origin, the certificate referred to in (b) above shall replace the attestation referred to here.

The attestation shall not require any legalization, unless there are reasons to believe that the attestation as filed has been altered or is not authentic.

Where a foreign trade name is concerned, the relevant provisions of article 85 shall apply.

- (d) fifteen models or facsimiles of the trade name, in the country where the application is first filed, and six in the others and, if the trade name is accompanied by signs which contribute to its distinctiveness or if it is written in letters of a special type, a printing block or electrotype; such models shall comply with the requirements laid down in article 190;
- (e) such other documents as are required under the domestic law of the Contracting State in which the application is filed.

*Article 88.* Application for registration of an advertising slogan or sign shall be made in the manner prescribed in articles 86 and 87 of this Agreement.

*Article 89.* On each application, registration of only one mark, trade name, advertising slogan or sign may be requested. Application for registration of a mark may only cover goods, products or services included in one class.

*Article 90.* Upon receipt of an application for registration, the Secretary of the Industrial Property Registry shall stamp the date and hour of receipt at the bottom of the

application. He shall also issue a receipt for the application and any accompanying documents at the request of the person submitting them.

*Article 91.* When an application has been filed, the Registrar shall proceed to verify whether the mark, trade name or advertising slogan or sign for which registration is sought is included among those which are prohibited under article 10 (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (ll), (m), (n), (ñ), (q) or (r), article 49 (a) and (d), or article 62 (a), (b), (c) and (d), as the case may be. If this is the case, the Registrar shall reject the application outright, giving his reasons for so doing.

The Registrar shall proceed in the same way if the applicant is not one of the persons referred to in article 78.

*Article 92.* If the application is not among those for which an outright rejection is justified because it is not covered by any of the cases provided for in the preceding article, the Registrar shall proceed forthwith to ascertain whether the application complies with the requirements of articles 83, 84, 85, 86, 87 and 88, as applicable. In the event of failure to comply with any requirement or if a document is lacking, he shall not accept and process the application but shall issue a ruling that, if within the following 15 days the party concerned remedies the omission or defect, the application will be dealt with in accordance with this Agreement.

The ruling referred to in the preceding paragraph shall not affect the date of filing of the application if the correction is made within the period indicated.

*Article 93.* If the application is not covered by any of the cases provided for in the two preceding articles, the Registrar shall proceed without delay to undertake an examination as to the novelty of the mark, trade name or advertising slogan or sign for which registration is sought, in which connexion he shall conduct the necessary investigation to ascertain the existence of any ground provided for under article 10 (o) and (p), article 49 (b) and (c), or article 62 (e), (f) and (g), as the case may be.

*Article 94.* If upon a novelty examination of a mark the Registrar finds:

- (a) another identical mark already registered and still in force which distinguishes products, goods or services in the same class, he shall declare the application to be without substance, giving his reasons for so doing. If the mark for which registration is sought is identical to another for which registration is pending, the Registrar shall issue a ruling that the application be left in abeyance until it is decided whether or not to register the latter. In the event of a negative decision, the application in abeyance shall be dealt with in accordance with this Agreement and shall benefit from a right of priority;
- (b) another similar mark, already registered and still in force, which distinguishes products, goods or services in the same class, the similarity being such that the mark for which registration is sought may be confused with the other mark, the Registrar shall declare the application to be without substance, giving his reasons for so doing. The only exception shall arise where the applicant is also the owner of the other mark with which the new mark could be confused, in which case registration may not be refused.

If the mark for which registration is sought is similar to another for which registration is pending, the Registrar shall issue a ruling that the former be left in abeyance until it is decided whether or not to register the latter. In the event of a negative decision, the application in abeyance shall be dealt with in accordance with this Agreement, and shall benefit from a right of priority.

The above provisions are without prejudice to the provisions of article 22, and shall apply to trade names and advertising slogans or signs.

In the event that the applicant does not share the view of the Industrial Property Registrar, he may have recourse to the remedies provided for under articles 158 and 159 of this Agreement.

*Article 95.* When the novelty examination has been carried out and no obstacle to registration has been discovered, the Registrar shall direct that the application be entered in the *Book of Applications*, such entries to be numbered consecutively, with the following particulars:

- (a) time and date of filing;
- (b) name and other particulars of the applicant or his agent or legal representative;
- (c) a model of the mark, trade name or advertising slogan or sign;
- (d) the class to which the products, goods or services referred to in the application belong and which are covered by the mark; and
- (e) a certificate to the effect that all the documents required under this Agreement have been submitted.

The entry shall be signed by the Registrar.

The inclusion of such entry in the *Book of Applications* shall constitute the acceptance of that application for filing and shall create a right of priority, as referred to in article 19, in favor of the interested party.

*Article 96.* When the entry referred to in the preceding article has been made, the Registrar shall direct that a notice be published in the *Official Gazette* at the expense of the interested party, on three occasions and within a maximum period of 15 days; the notice shall contain:

- (a) the name, business name or designation and nationality of the applicant;
- (b) the name of the agent or legal representative, where applicable;
- (c) a model of the mark, trade name or advertising slogan or sign;
- (d) an indication of the class to which the products, goods or services belong or an indication, where applicable, of the enterprise or establishment to be identified by the trade name, the activity in which it will engage and the place and country where it is located or domiciled;
- (e) the date of filing of the application in question.

*Article 97.* During the two months following the date of the first publication of the notice referred to in the preceding article, any person claiming a legitimate interest may lodge an objection to the application and oppose its registration, if:

- (1) he considers that the mark, trade name, advertising slogan or sign for which registration is sought is among those that are prohibited by articles 10, 49 or 62 of this Agreement; notwithstanding the foregoing, in the cases referred to in article 10 (o) and (p), article 49 (b) and (c) and article 62 (f) and (g), only the owner of the mark, trade name or advertising slogan or sign may lodge an objection;
- (2) he considers that he has a better title than the applicant.

An opponent may act on his own behalf, with the assistance of a lawyer or through an agent, who must also be a lawyer.

*Article 98.* The opposition shall be lodged in writing with the Industrial Property Registry.

Such a submission shall contain:

- (a) a precise indication of the authority to which it is addressed;

- (b) the name, business name or designation, nationality, domicile and other particulars of the opponent and the name, profession and domicile of the agent or legal representative, where applicable;
- (c) the name, business name or designation of the person against whom opposition is lodged;
- (d) the facts and the legal grounds on which they are based;
- (e) a clear and precise statement of the subject of the request;
- (f) the place and date of the submission and the handwritten signature of the opponent.

Each submission shall be accompanied by as many copies on plain paper as the number of persons to be notified of the ruling or decision.

*Article 99.* The provisions of article 90 shall apply in this regard.

*Article 100.* The opponent shall enclose with the submission any supporting documents.

If these are not available to the opponent, he shall indicate explicitly which documents are concerned and shall tender them within 30 days following the date of the submission.

Once a reply to the opposition has been filed, no further documents from the opponent shall be allowed other than those relating to new facts.

The Registrar may reject *ex officio* any submission that does not comply with this article and the preceding article, indicating in his decision the defect from which it suffers.

*Article 101.* If the opposition is allowed, the Registrar shall immediately so inform the applicant, notifying him personally of the decision taken. If this is not possible because he is unable to reach the applicant, the Registrar shall direct that notification be given in a letter or communication to be sent by registered mail to the address indicated in the application.

In either case, a copy of the submission, which has been checked against the original, shall accompany the notification.

*Article 102.* The period for replying to the opposition shall be two months starting from the day following the date on which notification was made to the applicant.

If there are several applicants, the period for replying to the opposition shall start to run from the day following the date on which the last notification was made. A reply may be submitted jointly or separately by applicants.

*Article 103.* The written reply to an opposition shall contain the particulars referred to in article 98. In replying to the opposition, the applicant shall comply with the provisions of article 100 regarding the opponent.

*Article 104.* When the reply from the applicant has been received, the Registrar shall take a decision to allow or dismiss the opposition within one month following the date on which the written reply was filed with the registry.

If the applicant does not enter a reply to the opposition within the period laid down in article 102, the Registrar shall take his decision without further formalities.

*Article 105.* In the event of doubt arising from the graphic or phonetic similarity of two marks, a registered mark shall be protected as against the mark for which registration is sought.

*Article 106.* If the period referred to in article 97 elapses without any opposition being lodged, or the opposition is dismissed in a final judgment, the Registrar shall take

a decision, stating the reasons on which it is based, authorizing the registration to be made, subject to payment of the registration fee.

If, within one month following the date of notification of the decision, the interested party has not proved that the payment in question has been made, the decision shall not take effect and the documents shall be shelved.

*Article 107.* Subject to article 101, the decisions and rulings of the Industrial Property Registry shall be notified to interested parties either in person or by a letter or communication sent by registered mail to the address indicated. The periods shall run, except where there is express provision to the contrary, from the working day following the date on which the interested party has been notified in person or on which a letter was delivered to him or a registered communication was deposited at the post office.

*Article 108.* Registration of a mark, trade name or advertising slogan or sign shall be made without prejudice to the better title of a third party and on the exclusive responsibility of the applicant.

*Article 109.* As soon as a mark, trade name or advertising slogan or sign has been registered, the Registrar shall proceed forthwith to enter it in the *Industrial Property Index* and to stick or paste the corresponding model in the *Book of Registrations* or the *Book of Models*, if any.

After such formalities have been complied with, the Registrar shall issue and deliver to the owner of the mark, trade name or advertising slogan or sign a certificate of registration.

*Article 110.* The certificate of registration referred to in the preceding article shall be issued on the form used for this purpose by the Industrial Property Registry. Such a form shall, in every case, state:

- (a) the full name of the Industrial Property Registry and the Contracting State concerned;
- (b) the name, business name or designation, nationality and domicile of the owner of the mark, trade name or advertising slogan or sign;
- (c) an indication of the property protected and of the number, volume, page number and date of registration;
- (d) where appropriate, a model of the mark, trade name or advertising slogan or sign which must be sealed with the Registry seal and contain a reference to the volume and page number in the *Book of Models* in which the identical model is included;
- (e) a complete list of the products, goods or services to be distinguished by the mark together with a specific indication of the class to which they belong; where applicable, an indication of the enterprise or establishment which is identified by the trade name, and the place and country where it is located;
- (f) the claims made;
- (g) the date of registration and the date on which it expires;
- (h) the place and date of issue of the certificate and the seal and signature of the Registrar.

A copy of the certificate shall be kept in the relevant file.

*Article 111.* As soon as a mark, trade name, advertising slogan or sign has been entered in the relevant *Book of Registrations*, third parties shall be deemed to have knowledge of it, without the need to fulfil any other requirement as to publication.

Any change which it is wished to make in a mark, trade name or advertising slogan or sign that has already been registered shall meet the requirements laid down for registration.

## CHAPTER III

## PROCEDURE FOR RENEWAL OF REGISTRATION OF MARKS

*Article 112.* Owners of registered marks may renew the registration upon compliance with article 25 and the following provisions of the present Agreement.

*Article 113.* For renewal of registration of a mark, the interested party shall file with the Industrial Property Registry an application containing:

- (a) a precise indication of the authority to which it is addressed;
- (b) the name, business name or designation, nationality, domicile and other particulars of the owner of the mark, and the name, profession and domicile of the legal representative or agent if the application is made under a power of attorney;
- (c) an indication of the number, volume and page number of the registration and of its date;
- (d) an indication of the volume and page number in the *Book of Models*, if any, which contains the model of the mark for which renewal of registration is sought, and of the period covered by such Book;
- (e) the post office box or exact address for service in the city where the Industrial Property Registry is located;
- (f) a specific indication as to the subject of the request; and
- (g) the place and date of the application and the handwritten signature of the applicant, or of his agent or legal representative.

*Article 114.* The application referred to in the preceding article shall be accompanied by:

- (a) if the application is filed through an agent, a legally-executed power of attorney, save where the legal capacity of such agent has already been officially recognized in the Industrial Property Registry, in which case the application shall indicate the date of and reason for the earlier submission and the number of the file in which it is recorded; if the party concerned deems it advisable, he may request that the power of attorney be noted in the records and returned to him;
- (b) proof of payment of the fees applicable under article 213;
- (c) such other documents as are required under the domestic law of the Contracting State in which the application is filed.

*Article 115.* Each application may relate to a request for renewal of registration of only one mark.

*Article 116.* As soon as an application for renewal of a registration has been filed, the procedure laid down in article 90 shall be followed.

*Article 117.* When an application is filed, the Registrar shall forthwith proceed to ascertain whether it meets the terms and conditions laid down in articles 25, 113, 114 and 115 of this Agreement. If it does not, he shall reject the application outright, indicating his reasons for so doing.

*Article 118.* If the application is in order, the Registrar shall without delay declare that the renewal has taken effect and shall direct that a note of the renewal be inserted in the margin of the entry for the mark and, where applicable, in that for the corresponding model.

*Article 119.* The marginal note referred to in the preceding article shall contain:

- (a) an express indication that the registration of the mark has been renewed;
- (b) the date of renewal;
- (c) the number, volume and page number of the entry of the decision in the appropriate Book; and
- (d) the seal and signature of the Registrar.

*Article 120.* Article 107 shall apply to this chapter.

*Article 121.* Upon compliance with articles 118 and 119, the Registrar shall issue and deliver to the owner of the mark a certificate of renewal.

*Article 122.* The certificate of renewal referred to in the preceding article shall be issued in the form laid down under the domestic law of each Contracting State. Such a certificate shall, in every case, state:

- (a) the full name of the Industrial Property Registry and Contracting State concerned;
- (b) the name, business name or designation, nationality and domicile of the owner of the mark;
- (c) an indication of the property protected and of the number, volume, page number and date of registration;
- (d) an explicit reference to the fact that the registration has been renewed;
- (e) the date of renewal and the expiry date; and
- (f) the place and date of issue of the certificate and the seal and signature of the Registrar.

*Article 123.* Renewal of the registration of a mark shall take effect as from the date on which the previous registration expires and third parties shall be deemed to have knowledge of it without it being necessary to meet any further requirement as to publication.

#### CHAPTER IV

##### PROCEDURE FOR REGISTERING ASSIGNMENTS, CHANGES IN NAME AND LICENCES AND FOR CANCELLING A REGISTRATION

###### *Section 1.* Procedure for registering assignments

*Article 124.* For registration of the assignment of a mark, trade name or advertising slogan or sign, the interested party shall file with the Industrial Property Registry an application containing:

- (a) a precise indication of the authority to which it is addressed;
- (b) the name, business name or designation, nationality, domicile and other particulars of the owner and of the assignee of the mark, trade name or advertising slogan or sign, and the name, profession and domicile of the agent or legal representative, where applicable;
- (c) an indication of the mark, trade name or advertising slogan or sign which is the subject of the assignment, and of the number, volume, page number and date of the entry of registration;
- (d) the title by virtue of which the assignment is effected;



- (e) the post office box or exact address for service in the city in which the Industrial Property Registry is located;
- (f) a specific indication as to the subject of the request; and
- (g) the place and date of the application and the handwritten signature of the applicant or of the agent or legal representative, where applicable.

The application referred to in this article may be made jointly by the assignor and the assignee, or by one of the parties only.

*Article 125.* The application referred to in the preceding article shall be accompanied by:

- (a) if the application is filed through an agent, a legally-executed power of attorney, save where the legal capacity of such agent has already been officially recognized in the Industrial Property Registry, in which case the application shall indicate the date of and reasons for the earlier submission and the number of the file in which it is recorded; if the party concerned deems it advisable, he may request that the power of attorney be noted in the records and returned to him;
- (b) proof of payment of the fees applicable under article 213;
- (c) the formal document by which the assignment was executed, authenticated and legalized, save where it is granted in any of the Contracting States, in which case certification shall not be required;
- (d) a printing block and three facsimiles of the mark, trade name or advertising slogan or sign as included in the relevant *Book of Registrations* or in the *Book of Models*, if any;
- (e) any other documents that may be required under the domestic law of the Contracting State in which the application is filed.

*Article 126.* Registration of the assignment of several marks, trade names, or advertising slogans or signs may be requested in the application.

*Article 127.* As soon as an application for registration of an assignment is received, the procedure laid down in article 90 shall be followed.

*Article 128.* When an application has been filed, the Registrar shall forthwith proceed to ascertain whether the application fulfils all the requirements laid down in articles 28, 29, 124 and 125 of this Agreement. If it does not, the Registrar shall reject the application outright, giving his reasons for so doing.

*Article 129.* Where the application is in order, the Registrar shall without delay declare that the assignment has taken effect and shall direct that the appropriate marginal notes be made and that a copy of his decision be included in the *Book of Decisions*.

*Article 130.* When the provisions of the preceding article have been complied with, the Registrar shall order publication of a notice in the *Official Gazette* on one occasion only at the expense of the assignee. The notice shall give:

- (a) the name, business name or designation, nationality and domicile of the assignor and the assignee;
- (b) a precise indication of the mark, trade name or advertising slogan or sign assigned, and the number, volume and page number of the book in which it is recorded, and the date of recording;
- (c) a model of the property assigned;
- (d) the title by virtue of which the assignment was made.

*Article 131.* As soon as the said notice has been published, the Registrar shall issue and deliver to the assignee the same certificate as that provided for in article 110.

*Section 2.* Procedure for registering changes in name

*Article 132.* Natural persons or legal entities who have changed or amended their name, business name or designation by law shall require the Industrial Property Registry to make a marginal note of such change or amendment against each entry concerning marks, trade names and advertising slogans or signs which they own.

*Article 133.* In order to have the note referred to in the preceding article made, the interested party shall submit to the Industrial Property Registry an application giving:

- (a) a precise indication of the authority to which it is addressed;
- (b) the name, business name or designation, nationality and domicile of the applicant, and the name, profession and domicile of the agent or legal representative, where applicable;
- (c) a precise indication of the marks, trade names and advertising slogans or signs owned by the interested party, and the number, volume and page number of the book in which they are registered;
- (d) the post office box or exact address for service in the city where the Industrial Property Registry is located;
- (e) a specific indication of the subject of the request; and
- (f) the place and date of the application and the handwritten signature of the applicant, and of the agent or legal representative, where applicable.

*Article 134.* An application for registration of a change in name, business name or designation shall be accompanied by the documents referred to in article 114, and also by a certified document or documents testifying, beyond doubt, to the change or amendment to which the application relates.

Documents issued in States other than the Contracting States shall be submitted in due legal form.

*Article 135.* As soon as an application relating to a change in name, business name or designation has been received, the Registrar shall take the action laid down in article 90.

*Article 136.* When application has been filed, the Registrar shall proceed without delay to ascertain whether it fulfils the requirements laid down in articles 133 and 134 of this Agreement. If it does not, he shall reject the application outright, giving his reasons for so doing.

*Article 137.* If the application is in order, the Registrar shall declare that the change in name, business name or designation has been authorized and shall direct that a marginal note of the change or amendment be made against the relevant entries. He shall likewise direct that a similar marginal note be made against the entries relating to marks or advertising slogans or signs belonging to the natural person or legal entity whose name, business name or designation has been amended.

*Article 138.* The marginal note referred to in the preceding article shall give:

- (a) a precise indication that the name, business name or designation has been changed or amended;
- (b) the name, business name or designation as changed or amended;

(c) the place and date of notation, and the seal and signature of the Registrar.

*Article 139.* When the provisions of article 137 have been complied with, the Registrar shall direct that a notice be published in the *Official Gazette* on one occasion only and at the expense of the interested party; the notice shall give:

- (a) the information referred to in article 138 (a) and (b); and
- (b) the marks, trade names and advertising slogans or signs owned by the person whose name, business name or designation has been changed or amended.

*Article 140.* When such a notice has been published, the Registrar shall issue and deliver to the interested party a certificate of the notations made in connection with the change or amendment in the name, business name or designation of the interested party. The certificate may refer to all the changes made.

### *Section 3. Procedure for registering licences*

*Article 141.* For registration of a licence to use a mark, the interested party shall file with the Industrial Property Registry an application, containing:

- (a) a precise indication of the authority to which it is addressed;
- (b) the name, business name or designation, nationality, domicile and other particulars of the owner and of the licensee, and the name, profession and domicile of the agent or legal representative, where applicable;
- (c) a precise indication of the mark which is the subject of the licence and a reference to the number, page number and volume of the book in which it is registered;
- (d) the type of licence, its duration and the area which it covers;
- (e) the post office box or exact address for service in the city where the Industrial Property Registry is located;
- (f) a specific indication as to the subject of the request;
- (g) the place and date of the application and the handwritten signature of the applicant, or of the agent or legal representative, where applicable.

The application referred to in this article may be made jointly by the owner of the mark and the licensee, or by one of the parties only.

*Article 142.* The application referred to in the preceding article shall be accompanied by:

- (a) if the application is made through an agent, a legally-executed power of attorney, save where the legal capacity of such agent has already been officially recognized in the Industrial Property Registry, in which case the application shall indicate the date of and reason for the earlier submission and the number of the file in which it is recorded; if the party concerned deems it advisable, he may request that the power of attorney be noted in the records and returned to him;
- (b) proof of payment of the fees applicable under article 213; and
- (c) the original document containing the licence.

Documents executed in States other than the Contracting States shall be submitted in due legal form.

*Article 143.* As soon as an application for registration of a licence is received, the Registrar shall take the action laid down in article 90.

*Article 144.* When an application has been filed, the Registrar shall proceed without delay to ascertain whether it fulfils the requirements laid down in articles 141 and 142

of this Agreement. If it does not, the Registrar shall reject the application outright, giving his reasons for so doing.

*Article 145.* If the application submitted is in order, the Registrar shall direct that registration in favour of the licensee, and the appropriate marginal notations, be made.

*Article 146.* When the registration has been made, the Registrar shall issue and deliver to the licensee a certificate that shall contain the following particulars:

- (a) the full name of the relevant industrial property registry and of the Contracting State;
- (b) the name, business name or designation, nationality and domicile of the owner of the mark;
- (c) the name, business name or designation, nationality and domicile of the licensee;
- (d) an express indication as to the mark or marks covered by the licence, and the number, volume and page number of the book in which registration has been made;
- (e) a note as to whether or not the licence is exclusive in regard to a given area or region;
- (f) the duration of the licence; and
- (g) the place and date on which the certificate is issued, and the seal and signature of the Registrar.

The certificate may cover all the marks which are the subject of the licence.

#### *Section 4.* Procedure for cancelling registration

*Article 147.* If the owner of a mark, trade name or advertising slogan or sign wishes to cancel registration thereof, he shall submit to the Industrial Property Registry an application containing the same particulars as those indicated in article 133. Such applications shall be submitted together with the documents referred to in article 114.

*Article 148.* In processing an application to cancel a registration, the Registrar shall generally proceed in the same manner as laid down for registration of the assignment of a mark, trade name or advertising slogan or sign.

*Article 149.* The Registrar shall direct that the registration be cancelled, that a marginal note to that effect be made against the corresponding entry and that a notice be published, on one occasion only and at the expense of the applicant, which shall give:

- (a) the name, business name or designation, nationality and domicile of the applicant;
- (b) a precise indication as to the mark, trade name or advertising slogan or sign whose registration was cancelled; and
- (c) the reason for the cancellation, and a model of the mark, trade name or advertising slogan or sign.

*Article 150.* The same procedure as that provided for in the three preceding articles shall be followed in order to cancel the registration of a mark, trade name or advertising slogan or sign when such registration has been declared invalid by a competent court of law, but in this case the application for cancellation shall be accompanied by a certified copy of the relevant judgment. In Contracting States other than that in which the judgment was rendered, cancellation shall be made subject to compliance with article 221.

In this case, the notice shall contain, in addition to the particulars referred to in article 149, an indication as provided for in the second paragraph of article 46.

## CHAPTER V

## WITHDRAWAL OF APPLICATIONS AND OPPOSITIONS

*Article 151.* Any person who has filed an application or lodged an opposition with the Industrial Property Registry may withdraw it, irrespective of the stage of the proceedings reached. On such withdrawal, the application or opposition shall be deemed never to have been made.

*Article 152.* A decision to allow withdrawal shall extinguish any claims of the applicant or person lodging an opposition, as the case may be, so that matters revert to the stage at which they were prior to submission of the application for withdrawal.

Notwithstanding the provisions of the preceding paragraph, a person who has withdrawn an opposition may not lodge a new opposition to the same application for registration for the same reasons, or request cancellation of the registration, in accordance with the provisions of the penultimate paragraph of article 44.

*Article 153.* Every withdrawal shall be submitted in writing to the appropriate Industrial Property Registry. The signature on any application for withdrawal shall be certified and, where appropriate, the document in which it is contained shall be submitted in due legal form.

## CHAPTER VI

## CLASSIFICATION OF GOODS AND SERVICES

*Article 154.* For classification of the goods to which the trademarks regulated by this Agreement refer, the following classification shall be applied in all the Contracting States:

- Class 1. Chemical products used in industry, science, photography, agriculture, horticulture, forestry, artificial and synthetic resins, plastics in the form of powders, liquids or pastes, for industrial use;  
Manures (natural and artificial);  
Fire-extinguishing compositions;  
Tempering substances and chemical preparations for soldering;  
Chemical substances for preserving foodstuffs;  
Tanning substances;  
Adhesive substances used in industry.
- Class 2. Paints, varnishes, lacquers;  
Preservatives against rust and against deterioration of wood;  
Colouring matters, dyestuffs;  
Mordants;  
Natural resins, metals in foil and powder form for painters and decorators.
- Class 3. Bleaching preparations and other substances for laundry use;  
Cleaning, polishing, scouring and abrasive preparations;  
Soaps;  
Perfumery;  
Essential oils, cosmetics, hair lotions;  
Dentifrices.

- Class 4. Industrial oils and greases (other than edible oils and fats and essential oils);  
Lubricants;  
Dust laying and absorbing compositions;  
Fuels (including motor spirit) and illuminants;  
Candles, tapers, night-lights and wicks.
- Class 5. Pharmaceutical, veterinary and sanitary substances;  
Infants' and invalids' foods;  
Plasters, material for bandaging;  
Material for filling teeth, dental wax;  
Disinfectants;  
Preparations for killing weeds and destroying vermin.
- Class 6. Unwrought and partly wrought common metals and their alloys;  
Anchors, anvils, bells, rolled and cast building materials;  
Rails and other metallic materials for railway tracks;  
Chains (except driving chains for vehicles);  
Cables and wires (non-electric);  
Locksmiths' work;  
Metallic pipes and tubes;  
Safes and cash boxes;  
Steel balls;  
Horseshoes;  
Nails and screws;  
Other goods in non-precious metal not included in other classes;  
Ores.
- Class 7. Machines and machine tools;  
Motors (except for land vehicles);  
Machine couplings and belting (except for land vehicles);  
Large-size agricultural implements;  
Incubators.
- Class 8. Hand tools and instruments;  
Cutlery, forks and spoons;  
Side-arms.
- Class 9. Scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments;  
Slot-machines (coin or counter);  
Talking machines;  
Cash registers, calculating machines;  
Fire-extinguishing apparatus.
- Class 10. Surgical, medical, dental and veterinary instruments and apparatus (including artificial limbs, eyes and teeth).
- Class 11. Installations for lighting, heating, generating steam, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.

- Class 12. Vehicles;  
Apparatus for locomotion by land, air or water.
- Class 13. Firearms;  
Ammunitions and projectiles;  
Explosive substances;  
Fireworks.
- Class 14. Precious metals and their alloys and goods in precious metals or coated therewith (except cutlery, forks and spoons);  
Jewellery, precious stones;  
Horological and other chronometric instruments.
- Class 15. Musical instruments (other than talking machines and wireless apparatus).
- Class 16. Paper and paper articles, cardboard and cardboard articles;  
Printed matter, newspapers and periodicals, books;  
Book-binding material;  
Photographs;  
Stationery, adhesive materials (stationery);  
Artists' materials;  
Paint brushes;  
Type-writers and office requisites (other than furniture);  
Instructional and teaching material (other than apparatus);  
Playing cards;  
Printers' type;  
Clichés (stereotype).
- Class 17. Gutta-percha, indiarubber, balata and substitutes, articles made from these substances and not included in other classes;  
Plastics in the form of sheets, blocks and rods, being for use in manufacture;  
Materials for packing, stopping or insulating;  
Asbestos, mica and their products;  
Hose pipes (non-metallic).
- Class 18. Leather and imitations of leather, and articles made from these materials and not included in other classes;  
Skins, hides;  
Trunks and travelling bags;  
Umbrellas, parasols and walking sticks;  
Whips, harness and saddlery.
- Class 19. Building materials, natural and artificial stone, cement, lime, mortar, plaster and gravel;  
Pipes of earthenware or cement;  
Road-making materials;  
Asphalt, pitch and bitumen;  
Portable buildings;  
Stone monuments;  
Chimney pots.

- Class 20. Furniture, mirrors, picture frames;  
Articles (not included in other classes) of wood, cork, reeds, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum, celluloid, substitutes for all these materials, or of plastics.
- Class 21. Small domestic utensils and containers (not of precious metal or coated therewith);  
Combs and sponges;  
Brushes (other than paint brushes);  
Brush-making materials;  
Instruments and material for cleaning purposes;  
Steelwool;  
Glassware, porcelain and earthenware, not included in other classes.
- Class 22. Ropes, string, nets, tents, awnings, tarpaulins, sails, sacks;  
Padding and stuffing materials (hair, kapok, feathers, seaweed, etc.);  
Raw fibrous textile materials.
- Class 23. Yarns, threads.
- Class 24. Tissues (piece goods);  
Bed and table covers;  
Textile articles not included in other classes.
- Class 25. Clothing, including boots, shoes and slippers.
- Class 26. Lace and embroidery, ribands and braid;  
Buttons, press buttons, hooks and eyes, pins and needles;  
Artificial flowers.
- Class 27. Carpets, rugs, mats and matting; linoleums and other materials for covering floors;  
Wall hangings (non-textile).
- Class 28. Games and playthings;  
Gymnastic and sporting articles (except clothing);  
Ornaments and decorations for Christmas trees.
- Class 29. Meat, fish, poultry and game;  
Meat extracts;  
Preserved, dried and cooked fruits and vegetables;  
Jellies, jams;  
Eggs, milk and other dairy products;  
Edible oils and fats;  
Preserves, pickles.
- Class 30. Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes;  
Flour and preparations made from cereals, bread, biscuits, cakes, pastry and confectionery, ices;  
Honey, treacle;  
Yeast, baking-powder;  
Salt, mustard;  
Pepper, vinegar, sauces;  
Spices;  
Ice.



- Class 31. Agricultural, horticultural and forestry products and grains not included in other classes;  
Living animals;  
Fresh fruits and vegetables;  
Seeds, live plants and flowers;  
Foodstuffs for animals, malt.
- Class 32. Beer, ale and porter;  
Mineral and aerated waters and other non-alcoholic drinks;  
Syrups and other preparations for making beverages.
- Class 33. Wines, spirits and liqueurs.
- Class 34. Tobacco, raw or manufactured;  
Smokers' articles;  
Matches.

*Article 155.* For classification of the services to which the trademarks regulated by this Agreement refer, the following classification shall be applied in all the Contracting States:

- Class 35. Advertising and business.
- Class 36. Insurance and finance.
- Class 37. Construction and repairs.
- Class 38. Communications.
- Class 39. Transportation and storage.
- Class 40. Treatment of materials.
- Class 41. Education and entertainment.
- Class 42. Miscellaneous.

*Article 156.* The detailed list of goods and services which appears as an annex to this Agreement shall serve as a norm for each Industrial Property Registry when classifying the goods and services protected by the trademarks for which registration is sought; natural or legal persons who apply to the Registry for registration of a trademark shall also apply the aforementioned detailed list.

*Article 157.* Goods or services which fall into different classes may not be included in one single application or one single registration.

Where there is any doubt with respect to the class in which goods or services should fall, the said doubt shall be resolved by the Industrial Property Registry. The decision of the Registry shall be subject to appeal, as provided for in this Agreement.

## CHAPTER VII

### APPEALS

*Article 158.* The appeals available under the domestic law of each Contracting State shall apply with regard to decisions of the Industrial Property Registry.

Such appeals shall be brought and conducted in the manner laid down under the domestic law in question.

*Article 159.* There shall be no appeal against purely procedural decisions, except for those involving liability.

*Article 160.* If the Registrar does not take a decision within the time-limits laid down in this Agreement, the party concerned may submit an oral or written complaint to the competent authority, so that the disciplinary measures provided for under the domestic law of the Contracting State concerned may be taken against the Registrar.

## CHAPTER VIII

### PENALTIES

*Article 161.* The following persons shall be liable to a fine of 300 to 1,000 Central American pesos, except where the acts concerned constitute a criminal offence under the domestic law of Contracting States:

- (a) those who forge or fraudulently imitate or use a mark, trade name or advertising slogan or sign already registered in favour of another person;
- (b) those who knowingly transfer or participate in transferring forged marks, trade names or advertising slogans or signs, or products, goods or services bearing forged or fraudulently imitated marks;
- (c) those who with intent sell labels, vignettes or designs of marks or of advertising slogans or signs identical with those already registered, separately from the goods, services, enterprise or establishment to which they relate without the consent of the owner;
- (d) all those who commit an act that is deemed to constitute unfair competition under this Agreement and those who use false indications of origin or source;
- (e) those who use as a mark, trade name or advertising slogan or sign, or permit to appear thereon, captions or words that offend against morality, public order or propriety or that hold up to ridicule persons, ideas, religions or sentiments deserving of respect;
- (f) those who use a mark, trade name or advertising slogan or sign as though it were registered in one of the Contracting States, when this is in fact not the case;
- (g) those who indicate that an establishment is the branch, agency or subsidiary of a specific enterprise whose trade name has been registered pursuant to this Agreement, when this is in fact not the case;
- (h) those who, having a mark for a specific class of goods, use it as a registered mark for goods belonging to a different class;
- (i) in general, those who use a mark, trade name or advertising slogan or sign that is not registered in a manner that infringes the provisions of any paragraph in articles 10, 49 or 61 of this Agreement.

*Article 162.* The fines referred to in this chapter shall be imposed by the competent authority in accordance with the domestic law of each Contracting State and, in those having no specific law on the matter, the fines shall be imposed by the Registrar.

The amount of the fine shall be determined according to the gravity of the case and the financial means of the infringer.

*Article 163.* The penalties provided for in this chapter shall be applied in accordance with the domestic law of each Contracting State, without any prejudice to the liability of the infringer under this Agreement in other matters.

TITLE VIII  
INDUSTRIAL PROPERTY REGISTRY

CHAPTER I

PRELIMINARY PROVISIONS

*Article 164.* All matters relating to industrial property shall be the responsibility of the Industrial Property Registry, which shall be attached to the Ministry of the Economy or equivalent body in each Contracting State and shall rank as a Directorate-General.

*Article 165.* The Industrial Property Registry shall be headed by a Registrar, who shall be appointed by the Ministry of the Economy or equivalent body on behalf of the Executive Power or Body in each Contracting State.

A Deputy Registrar shall be appointed to replace the Registrar in the event of illness, leave, temporary absence, or other similar circumstances.

The Registry shall consist, in addition, of a secretary and the requisite personnel for carrying out its duties.

*Article 166.* To hold office as Registrar or Deputy Registrar, a person shall be required to be a lawyer enjoying full civil rights.

In Contracting States where the Registry is headed, at the date when this Agreement enters into force, by a person who is not a lawyer, the provisions of the preceding paragraph shall only apply from the date on which he ceases for any reason to perform his duties.

*Article 167.* The Registrar shall have the following powers and duties:

- (a) to allow or reject all applications or petitions submitted to him according to whether or not they comply with the provisions of this Agreement;
- (b) to issue *ex officio* or upon request by a party certified copies of documents held in the registry or of procedural papers;
- (c) to issue *ex officio* to any person applying for registration of a mark, trade name or advertising slogan or sign the certificate referred to in article 20 of this Agreement;
- (d) to issue *ex officio* to the owners of marks, trade names or advertising slogans or signs the appropriate certificate of registration;
- (e) to authenticate with his signature and seal documents issued by the Registry;
- (f) to give his opinion upon matters within his competence when so required by the legal and administrative authorities and by the administrative authorities that deal with disputes;
- (g) to hear and decide upon any oppositions lodged in accordance with this Agreement;
- (h) to authenticate the publications of the Registry;
- (i) to organize and direct the work of the Registry and to submit to the Executive Power or Body, through the Ministry of the Economy or equivalent organ, such suggestions as he deems appropriate for improving the efficiency of the Registry;
- (j) to notify the Executive Power or Body, through the Ministry of the Economy or equivalent organ, of any difficulty or obstacle that impedes or delays the effective application of this Agreement;
- (k) to co-operate as closely as possible with Industrial Property Registries of other Contracting States by supplying them with information which they require, by exchanging knowledge or exchanging publications, reports, opinions or data that

may help to solve industrial property problems, by making known the status of registrations and, in general, by achieving the purposes of this Agreement;

- (l) to carry out the other duties that arise under this Agreement or that are explicitly entrusted to him under the domestic laws of Contracting States.

*Article 168.* The Secretary shall have the following powers and duties:

- (a) to receive all requests submitted to the Registry and to enter at the end thereof a note of the date and hour of submission;
- (b) to issue a receipt for applications and documents delivered to him, at the request of the party who submits them;
- (c) to authenticate with his signature all decisions, registrations and certificates issued by the Registrar;
- (d) to receive and dispatch correspondence;
- (e) to send out notifications;
- (f) such other duties as arise under this Agreement or as are entrusted to him by the Registrar.

*Article 169.* The acts and documents authenticated by the Registrar in the exercise of his duties shall be valid in the territory of Signatory States.

*Article 170.* Except as otherwise provided for in this Agreement, the documents referred to in the preceding article shall be exempt from the requirement of legalization or authentication of signatures, but Registrars shall keep a record of the signatures of each and every Registrar and Deputy Registrar in each Signatory State so that they can compare documents which are submitted to them as having been issued by such persons with the signatures recorded.

To this end, each Registrar or Deputy Registrar shall, within eight days following the date of entry into force of this Agreement or of taking up his office, as the case may be, send to all other Registrars of Contracting States a copy of the signature that he will use in carrying out his duties.

*Article 171.* The Registrar and the staff under his orders shall be prohibited from acting, directly or indirectly, on behalf of or representing third parties in their dealings with the Industrial Property Registry.

Officials and employees of the Registry shall observe the strictest impartiality in all their actions.

Any infringement shall render the person liable to the penalties provided for under the domestic law of the Signatory State in which it is committed.

*Article 172.* The Industrial Property Registry shall be open to the public for consultation by any person during the normal working hours of the Registry.

Neither the Registrar nor his staff may receive any emolument for services rendered to interested parties in compliance with the provisions of the preceding paragraph, or for allowing applicants to take copies they may require of entries, documents, files, records and indexes held by the Registry.

Nor may they receive any emolument other than the salary paid to them by the State for carrying out any task, transaction, search or action in compliance with the provisions of this Agreement.

*Article 173.* The records of the Industrial Property Registry shall not be removed for any reason from the Registry office. Any legal, administrative or contentious admin-

istrative business or any consultation which the authorities or individual persons may wish to make, and for which such books are required, shall be carried out at the office itself and under the supervision and responsibility of the Registrar or Secretary, as the case may be.

*Article 174.* The Ministry of the Economy, or equivalent body in each Contracting State, shall take the necessary steps for a commissioner to visit the Industrial Property Registry annually. The commissioner shall prepare a report on the status of the records and on everything that he may observe or do during the visit.

An authenticated copy of the report shall be sent to the Ministry of the Economy, or equivalent body, and to the Registrar for such purpose as required.

*Article 175.* Applications and all kinds of documents submitted to the Registry shall be kept in its files.

## CHAPTER II

### THE REGISTER AND THE PROCEDURE FOR KEEPING IT

*Article 176.* The Register shall consist of three sections:

1. ownership of marks;
2. ownership of trade names;
3. ownership of advertising slogans or signs.

*Article 177.* The registration shall be carried out in books; for this purpose each Office shall keep the following:

- Book of Applications;*
- Book of Registration of Marks;*
- Book of Registration of Trade Names;*
- Book of Registration of Advertising Slogans and Signs;*
- Book of Models;*
- Book of Decisions;*
- Book of Provisional Notations;*
- Book of Preferences.*

An index to the Register of industrial property shall also be kept.

Notwithstanding the foregoing, a *Book of Models* shall be kept only by those Signatory States which deem it to be necessary.

*Article 178.* The Central American Economic Council may, if it so decides, set up a different system for keeping the Register. Such a decision shall enter into force in each Contracting State following an agreement or following a decree by the Executive Power or Body.

*Article 179.* The books referred to in article 177 shall be supplied by the Ministry of the Economy or equivalent body in each Contracting State.

Each book shall carry on the title page or cover a label giving its name; it shall be opened, paginated and closed by the Minister, Under-Secretary or Deputy Minister of the government department concerned, who shall indicate in the prefatory note, which must appear on the first page, the number of pages in the book and the fact that they are all duly numbered and sealed and that none contains any stain or writing or cannot be

used; and, in the closing note, he shall indicate the number of pages used during the relevant period.

When the books have been filled up, they shall be bound, if this has not already been done.

*Article 180.* The books of the Industrial Property Registry shall be numbered in chronological order and may consist of several volumes at the same time, and of the same kind, if the amount of work so requires.

*Article 181.* In the books of registration of marks, trade names and advertising slogans or signs, the relevant entry shall be made on the left-hand page and any notations that may be necessary shall be made on the right-hand page. The latter page shall be divided by vertical lines so that the necessary spaces are left blank for noting any renewals, assignments, licences to use, provisional notations or other acts relating to the mark, trade name or advertising slogan or sign concerned.

When the margin used for notations has been filled up, a note shall be made to indicate the volume and page in the *Book of References* in which such notations are continued; in the latter Book a page shall be left to make the notations relating to each mark, trade name or advertising slogan or sign that is the subject of the reference.

The Contracting Parties shall adopt, by a decision of the Executive Board of the General Treaty, a uniform system of indexing for all marks, trade names or advertising slogans or signs, to ensure the utmost accuracy and speed in the search for data.

*Article 182.* Each registration shall carry at the beginning the number corresponding to it in the relevant book and shall be made without leaving any blanks or empty lines or spaces, so that it is not possible to make any insertion.

Amendments, interlinear insertions and all other material errors made in the books of the Registry must be authenticated in their entirety by the signature of the Registrar, it being understood that it shall be strictly forbidden to make erasures or deletions.

*Article 183.* All figures and numbers referred to in entries of submissions, as also in registrations, preliminary notations and cancellations, shall be expressed in letters, even where they are quotations.

This provision shall not apply to chronological numbering of entries or registrations of any kind.

*Article 184.* In the *Book of Applications*, a note shall be made of all the applications submitted for the registration of a mark, trade name or advertising slogan or sign, and in this connexion the provisions of article 95 of this Agreement shall be observed.

*Article 185.* Registration of marks shall be made in the *Book of Registration of Marks*, and shall include the following particulars:

- (a) the registration number;
- (b) the place and date of registration;
- (c) the name, business name or designation, nationality and other particulars of the owner of the mark, as well as those of his agent or legal representative, where applicable;
- (d) a precise description of the mark and country of origin of the mark;
- (e) a detailed list of the products, goods or services to be covered by the mark, and an indication of the class to which they belong;

- (f) the claims made in regard to colour or combination of colours, designs or characteristics of the mark, arranged in the same way as they appear on the model submitted;
- (g) the place and date of the decision authorizing registration and dates and numbers of the *Official Gazette* in which the relevant notices appeared;
- (h) a concise account of any opposition;
- (i) the number of the volume and page in the *Book of Models* in which the model corresponding to the mark appears, if any;
- (j) the seal and signature of the Registrar.

Each registration may be entered for only one mark.

*Article 186.* Registration of trade names shall be made in the *Book of Registration of Trade Names*, and shall include the following particulars:

- (a) the registration number;
- (b) the place and date of registration;
- (c) the name, business name or designation, nationality and other particulars of the owner of the trade name, and those of his agent, where applicable;
- (d) a precise description of the trade name and country of origin of the trade name;
- (e) the line of business, commercial or industrial, of the enterprise or establishment to be identified by the trade name;
- (f) the claims made, if any;
- (g) the place and date of the decision ordering registration and the dates and numbers of the *Official Gazette* in which the relevant notices appeared;
- (h) a concise account of any opposition;
- (i) the number of the volume and page in the *Book of Models* in which the model corresponding to the trade name appears, if any;
- (j) the seal and signature of the Registrar.

Each registration may be entered for only one trade name.

*Article 187.* Registration of advertising slogans or signs shall be made in the *Book of Registration of Advertising Slogans and Signs*, and shall include the following particulars:

- (a) the registration number;
- (b) the place and date of registration;
- (c) the name, business name or designation, nationality and other particulars of the owner of the advertising slogan or sign, and those of his agent or legal representative, where applicable;
- (d) a precise description of the advertising slogan or sign and country of origin of the slogan or sign;
- (e) the claims made with regard to size, colour or combination of colours or other signs characterizing the advertising slogan or sign;
- (f) the place and date of the decision ordering registration, and the dates and numbers of the *Official Gazette* in which the relevant notices appeared;
- (g) a concise account of any opposition;
- (h) the number of the volume and page of the *Book of Models* in which the corresponding advertising slogan or sign appears, if any;
- (i) the seal and signature of the Registrar.

Each registration may be entered for only one advertising slogan or sign.

*Article 188.* In States having a *Book of Models*, the latter shall give the necessary dimensions and characteristics so that a model of each mark, trade name or advertising slogan or sign can be affixed or pasted to each of its pages.

If there is no such book, the model shall be affixed or pasted to the page on which the registration of the mark, trade name or advertising slogan or sign appears.

*Article 189.* Every model affixed or pasted, either in the *Book of Models* or in the *Book of Registrations*, shall bear the registration number of the mark, trade name or advertising slogan or sign which it represents.

*Article 190.* Models shall be printed and of sufficient size for the details to be clearly judged.

The Registry shall not accept models in relief, even if the mark, trade name or advertising slogan or sign is in relief, or those which could in any other way damage the book in which they are to be affixed, or those made in pencil or that do not represent accurately and clearly the mark, trade name or advertising slogan or sign.

Where claims in regard to colours are made, the model shall always show the colours as they will appear on the mark, trade name or advertising slogan or sign.

One of the models shall be affixed to the relevant *Book of Models* or *Registrations*, another to the relevant certificate of registration, and another to each certificate issued in conformity with article 20.

*Article 191.* When the model is affixed or pasted in the *Book of Models*, a reference shall be made in the margin of the relevant page to the record, volume and page in which the registration of the mark, trade name or advertising slogan or sign appears as well as the number of the entry.

*Article 192.* The *Book of Decisions* shall contain copies of final decisions taken by the Registrar.

*Article 193.* Registration of decisions shall include:

- (a) the number corresponding to the entry;
- (b) the place and date of registration;
- (c) an indication of the file in which the decision appears;
- (d) the full text of the decision;
- (e) the seal and signature of the Registrar.

*Article 194.* In the *Book of Provisional Notations* there shall be recorded, at the request of any interested party, the certificate referred to in article 20 of this Agreement.

*Article 195.* A provisional notation may also be requested by:

- (a) any person who seeks judgment as to the invalidity of a registration or as to ownership of a licence to use a mark or as to ownership of a trade name or advertising slogan or sign; the judicial authority shall issue the relevant communication, provided that the title by which the plaintiff intends to justify his right is recorded in the files;
- (b) the beneficiary under an assignment of a mark, trade name or advertising slogan or sign, or under a licence to use a mark, if the instrument by which the assignment is made or the licence granted does not fulfil a legal formality which, even though this can be rectified, prevents the definitive registration of the right.

In both cases, the Registrar shall make a note in the margin of the relevant entry of the volume and page in the *Book of Provisional Notations* where the notation appears.



The Registrar shall, within three working days following the date on which he received the communication referred to in (a) above, send to the Registrars of other Contracting States in which the mark, trade name or advertising slogan or sign to which the claim relates is registered a photostatic copy of the communication delivered to him by the judicial authority, so that they can proceed without delay to make the relevant notation. At the end of such copy, the Registrar shall indicate that it is in conformity with the original document and, if it consists of two pages, he shall seal them together and shall write half of his signature on each of them.

*Article 196.* The provisional notation referred to in article 194 shall have the effect of preventing registration of the same mark, trade name or advertising slogan or sign in other States Parties to this Agreement in favour of a person other than one for whose benefit the notation was made.

*Article 197.* Provisional notation shall, in the cases provided for in article 195 (a), render invalid any transfer subsequent to notation and shall remain in effect until an order for its cancellation is given by a final decision or judgment of a competent authority.

A transfer effected in any Contracting State after the date of the first provisional notation shall not take effect if within the two months following such date the claim has been the subject of provisional notation in the country where the transfer was effected.

*Article 198.* A provisional notation for failure to comply with formalities in the instrument shall remain in effect for two months.

*Article 199.* Provisional notation shall have the same effects as registration for the periods indicated in the preceding articles.

*Article 200.* Provisional notation shall be converted into registration when the person in whose favour it was made acquires permanently the right noted.

In such a case, the registration shall take effect as from the date on which the document was submitted.

*Article 201.* Provisional notations shall contain the same particulars as those required for registration, in so far as they can be deduced from the documents submitted.

*Article 202.* Provisional notations shall be invalid in the same cases as definitive registration.

*Article 203.* If various marks, trade names or advertising slogans or signs are assigned under one instrument only, a marginal note shall be entered separately for each one of them.

*Article 204.* Whenever a registration is made which affects in any manner whatsoever another prior registration, a note shall be made in the margin of the latter referring briefly to the assignment, licence to use or cancellation of the registered right or the act in question, and indicating the volume, number and page number of the new entry.

### CHAPTER III

#### RECTIFICATION OF ENTRIES IN THE REGISTER

*Article 205.* The Registrar may himself rectify, on his responsibility, any omissions and errors of transcription in entries in the books of the Register if the documents on

which the registration concerned was based are still held at the Registry.

An error of transcription shall be considered to have been made when some words are used instead of others or mistakes are made in proper names, business names or designations or in amounts.

*Article 206.* If the Registrar notes a material error or omission after the documents or titles have been returned to the interested party, the Registrar may only make a rectification after addressing a notice to the former requiring him to submit such documents and titles to the Registry for verification that they have not been altered in any way.

*Article 207.* Rectification shall be made by means of a new registration or notation without cost to the interested party.

#### CHAPTER IV

##### REPLACEMENT OF REGISTRY BOOKS

*Article 208.* If, as the result of an accident or of a fraudulent or culpable act, the books of the Registry are lost or destroyed wholly or in part, the Minister, Under-Secretary or Deputy Minister of the Economy concerned or equivalent official shall prepare a report in which he shall indicate very clearly which records are missing or have been damaged.

*Article 209.* On the basis of the report referred to in the preceding article, the Ministry of the Economy or equivalent body shall direct that the books be replaced and shall require the interested parties, by means of notices published in the *Official Gazette* and in one of the newspapers having the widest circulation, to submit to the Registry within three months from the date of publication the certificate or title which proves their right in a mark, trade name or advertising slogan or sign, as the case may be.

The period referred to in the preceding paragraph may be extended, if circumstances so require.

*Article 210.* The Registrar shall forthwith re-register the mark, trade name or advertising slogan or sign if the certificate or title referred to above is submitted to him.

If the interested parties do not enter an appearance within the period indicated in the preceding article, the Registrar shall make the re-registration, without responsibility on his part, on the basis of the documents available at the Registry.

*Article 211.* If several titles that have already been registered are submitted as proof of successive transfers of ownership of a mark, trade name or advertising slogan or sign, or of licences granted to use a mark, they shall all be included in a single entry.

*Article 212.* No fee shall be payable for registration in connexion with the replacement of books.

#### CHAPTER V

##### REGISTRATION FEES

*Article 213.* The registration of a mark, trade name or advertising slogan or sign in the Register, as well as the registration or notation of any subsequent transactions relating to the registered mark, trade name or advertising slogan or sign shall be subject to the payment of the following fees, which shall be made in the equivalent in national

currency of the amount in Central American pesos, as indicated in each case, to the office for collection designated by each Contracting State:

	<i>Central American pesos</i>
(a) For registration of each mark falling within one class of the classification . . .	50.00
(b) For registration of each trade name . . . . .	50.00
(c) For registration of each advertising slogan or sign . . . . .	25.00
(d) For renewal of each mark . . . . .	50.00
(e) For the assignment, licence to use or cancellation of each mark, in each class	10.00
(f) For the assignment, change in name or cancellation of each trade name or advertising slogan or sign . . . . .	10.00
(g) For each replacement or copy of a certificate of registration or renewal, or of any other similar document . . . . .	5.00

## CHAPTER VI

### CANCELLATION OF REGISTRATION

*Article 214.* Registrations shall be terminated by cancellation, which shall occur in any of the cases where ownership of a mark, trade name or advertising slogan or sign is terminated in accordance with this Agreement.

*Article 215.* In cancelling a registration, the following particulars shall be given:

- (a) the reason for cancellation;
- (b) the date of the document and that of its submission to the Registry;
- (c) the name of the court, official or notary that issued or authorized cancellation;
- (d) the name, business name or designation of the interested parties;
- (e) the place and date of cancellation and the seal and signature of the Registrar.

*Article 216.* The cancellation shall be invalid:

- (a) if the document by virtue of which it was made is false or null and void;
- (b) if the cancellation does not make it clear which entry is cancelled;
- (c) if there is no reference in the document by virtue of which the cancellation has been made to the name, business name or designation of the interested parties or of the court, official or notary.

## CHAPTER VII

### EFFECTS OF REGISTRATION

*Article 217.* When any deed transferring ownership in a mark, trade name or advertising slogan or sign, or granting a licence to use a mark, has been recorded in the Registry, no other deed bearing an earlier date, whereby ownership is transferred or a licence to use is granted in respect of the same property which has already been recorded, may be registered.

*Article 218.* In the event that several registrations relate to the same mark, trade name or advertising slogan or sign, the first shall take priority; if they are of the same date, reference shall be had to the date and hour of submission of the application or deed concerned to the Registry, except where they relate to a single mark, trade name or advertising slogan or sign which is jointly held and this is apparent from the relevant documents, in which case they shall all be of equal validity and none shall take priority.

*Article 219.* An omission or inaccuracy in one or more of the formalities required for registration shall not affect the validity of the latter. To render a registration invalid, the omission or inaccuracy must be such as to engender complete uncertainty as to the persons or the right acquired or the mark, trade name or advertising slogan or sign in question.

*Article 220.* When a registration has been declared invalid by the court, the judge shall order it to be cancelled and shall include a declaration to this effect in the judgment.

*Article 221.* Judgments pronounced by courts of law in any of the Contracting States whereby a registration is declared invalid or a dispute settled as to ownership of a mark, trade name or advertising slogan or sign or as to a licence to use a mark shall have the same effect as judgments pronounced by the courts of law in any one of them, and shall be enforceable if they comply with the following requirements:

1. The judgment must be final in the Contracting State in which it was pronounced.
2. The holder of the mark, trade name or advertising slogan or sign who has lost the case must be the same in the State or States where judgment is to be enforced. There shall be a presumption that the person is the same both when the registration is made in favour of any person who has lost a case and also when it is made in favour of any of his relatives within the fourth degree of consanguinity or the second degree of affinity unless such a relative proves that the person who has lost the case is not a joint partner in his enterprise or business and, further, that his right in the mark, trade name or advertising slogan or sign does not derive from any contract concluded with the losing party directly or indirectly. The same presumption shall apply to legal entities without any need to prove the contrary, when the enterprise or business in whose favour the registration is made is a branch or agency of the person who has lost the case or when the partners in the latter are the same as or form the majority of the joint partners in the enterprise or business in whose favour the entry is made.
3. The mark, trade name or advertising slogan or sign referred to in the judgment must be substantially the same as the mark, trade name, or advertising slogan or sign registered in the State where enforcement of the judgment is sought.
4. The person in whose favour judgment was given would have been able or is able, on the basis of this Agreement, to take the action that formed the grounds for the judgment in the State where enforcement is sought.
5. The document setting forth the judgment must be authentic. By authentic, it shall be understood that the document has in fact been issued or authenticated by the authorities or officials and in the manner stated in the document. It shall be sufficient proof of the authenticity of the document if the signature of the court official who issues it is authenticated by the judge concerned, that of the judge by the President of the Supreme Court of Justice and that of the said President by the head of the diplomatic or consular mission in the country where judgment is to be enforced.

The judgment shall be enforced in accordance with the procedure laid down in the domestic legislation of each Contracting State.

## FINAL TITLE

## COMPLIANCE WITH THIS AGREEMENT

## SOLE CHAPTER

## FINAL PROVISIONS

*Article 222.* Marks, trade names and advertising slogans or signs that were registered under laws in force prior to this Agreement and that are still protected when this Agreement enters into force shall retain, for the periods for which they were granted or for which they were renewed, the validity conferred upon them by the laws in question.

Subsequent renewals of marks shall be made in accordance with the provisions of this Agreement, upon payment of the fees specified by the Agreement.

*Article 223.* If, on a renewal, it is found that the mark covers goods or services belonging to different classes in the classification and the interested party wishes to retain the same mark, he shall file as many applications for renewal as there are classes involved and shall pay for each class the fees specified in article 213 (*d*). The Registrar shall in such a case take the necessary decisions, indicate in the relevant notation the date, number, volume and page number of each registration, and issue to the owner a certificate of renewal for each application submitted. In all other respects, the provisions of the following article and of chapter III of title VII of this Agreement shall be observed.

*Article 224.* In the cases provided for in the two preceding articles, the Registrar, before granting renewal of registration of a mark, shall direct that a notice be published in the *Official Gazette* on three occasions and within a period of 30 days at the expense of the interested party, so that any person who believes that he has a better title can lodge an opposition to the grant of such renewal within two months of the date of the first publication.

A natural person or legal entity shall be considered to have a better title to a mark on proving that it was the first to submit an application for registration in any of the Contracting States, unless a person who applied for registration subsequently can give satisfactory proof that he is the holder of the mark in a greater number of States than the first applicant, that he has produced and sold on a large scale products, goods or services covered by the mark, and that his rights were recognized in those States before the entry into force of this Agreement.

If the better title is approved, renewal of registration shall be refused and, upon request and compliance with the requisite formalities, an entry shall be made in favour of the person who has proved the aforementioned facts. Conversely, the person who applied for renewal shall be considered to have a better title to the mark even in the country of the first applicant, which better title he shall be able to exercise and which shall be recognized as his at the time when renewal of registration of the mark is requested.

Only the persons referred to in articles 2 and 35 of this Agreement may lodge an opposition to a renewal of registration.

Any opposition shall be dealt with in summary proceedings before the competent judicial authority.

*Article 225.* Applications for registration that have been filed but have still not been granted at the time when this Agreement enters into force shall be dealt with in accordance with the provisions of the preceding titles and chapters. If, for any reason, changes had to be made in the application this shall not affect the right of priority or any other right deriving under this Agreement, provided that any changes, amendments or

additions are made within 60 days from the date of notification of the order or decision under which they took effect.

*Article 226.* Applications for registration that are in the course of being processed and any action that has already been taken when this Agreement enters into force shall be pursued to their conclusion in accordance with the provisions of the domestic laws under which they were initiated.

*Article 227.* Civil actions taken under this Agreement shall be barred by limitation after three years have elapsed.

*Article 228.* The right of the owner of a mark, recognized under article 26, to require the competent authorities to prohibit importation of a commodity that carries the mark unlawfully may not be exercised when the Customs Union has been established by the Signatory States if the commodity originates in any one of them.

*Article 229.* Applications for registration and actions brought under the provisions of this Agreement shall be deemed to have been abandoned and shall lapse *ipso jure* if they are not followed up within one year following final notification of the interested party or parties.

An application or action shall not lapse at the end of the period referred to in the preceding paragraph if it has not been followed up for reasons of *force majeure* or for any other reason beyond the control of the interested party or parties.

In the latter case, the period shall start to run from the date on which the interested party or parties could have initiated proceedings.

*Article 230.* Upon the entry into force of this Agreement in accordance with article 237, the laws of each Contracting State relating to matters expressly governed by the Agreement shall cease to have effect.

*Article 231.* The detailed list of the products, goods or services in each class of the classification, as contained in articles 154 and 155 of this Agreement, shall be adopted by a decision of the Executive Board of the General Treaty for Economic Integration.

This body may make the necessary changes in the said list to keep it up to date.

*Article 232.* The Executive Board of the General Treaty for Economic Integration may, by decision, replace the classification of goods and services contained in articles 154 and 155 of this Agreement by another classification.

*Article 233.* The Contracting Parties shall undertake not to conclude with other States any agreements relating to marks, trade names or advertising slogans or signs, unless acting jointly.

*Article 234.* Upon the entry into force of the Central American Agreement on Patents and Industrial Designs, the present instrument shall become the *First Book* of the *Central American Code of Industrial Property* and the aforementioned Agreement shall become the *Second Book*.

*Article 235.* The Signatory States shall agree to settle in the spirit of this Agreement and through the Executive Board or Central American Economic Council, as appropriate, any differences that may arise as to the interpretation of any of its provisions. If they are unable to reach agreement, the dispute shall be settled by arbitration. In constituting the Arbitration Tribunal, each Contracting Party shall propose to the General Secretariat of

the Organization of Central American States the names of three judges from their respective Supreme Courts of Justice. The Secretary-General of the Organization of Central American States and the government representatives to that body shall select by ballot from the full list of candidates one arbitrator for each Contracting Party, each one of whom shall be of a different nationality. A decision by the Arbitration Tribunal shall be reached upon the concurring vote of at least three members and shall take effect as *res judicata* for all Contracting Parties in regard to any point relating to the interpretation of the provisions of this Agreement.

*Article 236.* This Agreement shall be open to accession by the Republic of Panama; it shall have the same duration as the General Treaty for Central American Economic Integration.<sup>1</sup>

*Article 237.* This Agreement shall be submitted for ratification in each Contracting State in accordance with the respective constitutional or legal rules.

The instruments of ratification shall be deposited with the General Secretariat of the Organization of Central American States.

The Agreement shall enter into force eight days after the date on which the third instrument of ratification is deposited, for the first three depositors and, for subsequent depositors, on the date on which the respective instrument is deposited.

*Article 238.* The Organization of Central American States shall send certified copies of this instrument to the Chancellery in each Contracting State and to the Permanent Secretariat of the General Treaty for Central American Economic Integration, which it shall immediately notify of the deposit of each instrument of ratification and of each denunciation. When this Agreement enters into force, it shall also send a certified copy of the said instrument to the Secretary-General of the United Nations for registration, as provided for in article 102 of the United Nations Charter.

IN WITNESS WHEREOF, the respective plenipotentiaries sign the present Agreement at San José, Republic of Costa Rica, on 1 June 1968.

For the Government  
of Guatemala:

JOSÉ LUIS BOUSCAYROL  
Minister of the Economy

For the Government  
of Honduras:

VALENTÍN J. MENDOZA A.  
Under-Secretary for the Economy

For the Government of El Salvador:

ALFONSO ROCHA  
Minister of the Economy

EDGARDO SUÁREZ CONTRERAS  
Executive Secretary  
of the National Council  
for Economic Co-ordination  
and Planning

RICARDO ARBIZÚ BOSQUE  
Minister of Finance

ARMANDO INTERIANO  
Under-Secretary  
for Economic Integration  
and International Trade

<sup>1</sup> United Nations, *Treaty Series*, vol. 455, p. 3.

For the Government  
of Nicaragua:

ARNOLDO RAMÍREZ EVA  
Minister of the Economy,  
Industry and Trade

For the Government  
of Costa Rica:

MANUEL JIMÉNEZ DE LA GUARDIA  
Minister of Industry and Trade

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