

No. 19471

---

**SPAIN  
and  
ITALY**

**Agreement on the protection of indications of source,  
appellations of origin and designations of certain  
products (with protocol and annexes). Signed at  
Madrid on 9 April 1975**

*Authentic texts: Spanish and Italian.*

*Registered by Spain on 19 December 1980.*

---

**ESPAGNE  
et  
ITALIE**

**Accord relatif à la protection des indications de provenance,  
des marques d'origine et des dénominations  
de certains produits (avec protocole et annexes).  
Signé à Madrid le 9 avril 1975**

*Textes authentiques: espagnol et italien.*

*Enregistré par l'Espagne le 19 décembre 1980.*

## [TRANSLATION—TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE SPANISH STATE AND THE ITALIAN REPUBLIC ON THE PROTECTION OF INDICATIONS OF SOURCE, APPELLATIONS OF ORIGIN AND DESIGNATIONS OF CERTAIN PRODUCTS

The Head of the Spanish State and the President of the Italian Republic,

Considering that it is in the interest of both Contracting States effectively to protect specified natural and industrial products from unfair competition, and in particular to protect indications of source, including appellations of origin and other designations reserved for such products,

Have agreed to conclude an Agreement and to that end have designated as their Plenipotentiaries:

The Head of the Spanish State: His Excellency Pedro Cortina Mauri, Minister for Foreign Affairs,

The President of the Italian Republic: His Excellency Ettore Staderini, Ambassador Extraordinary and Plenipotentiary of Italy in Madrid,

who, having exchanged their full powers, found in good and due form, have agreed as follows:

*Article 1.* Each Contracting State undertakes to take all necessary measures to ensure, as established in this Agreement and the protocol hereto, effective protection of:

- (1) Natural and industrial products originating in the territory of the other Contracting State against unfair competition in industry and trade, and
- (2) The names and designations referred to in articles 2 and 3, and the designations specified in annexes A and B to this Agreement.

*Article 2.* 1. The name “República Italiana”, the designations “Italia” and “Enotria”, the names of Italian historic regions and districts, administrative regions, provinces, communes, communities and territories and Italian geographical place names, as well as the designations specified in annex A of this Agreement, shall, in Spanish territory, be reserved exclusively for Italian products or goods and shall be used only in accordance with the conditions laid down in the legislation of the Italian Republic, unless certain provisions of that legislation are declared inapplicable by the protocol hereto.

2. If any designation protected under paragraph 1 is identical with the designation of a territory or place outside the territory of the Italian Republic,

<sup>1</sup> Came into force on 14 August 1979, i.e., three months after the exchange of the instruments of ratification, which took place at Rome, in accordance with article 12 (1) and (2).

that designation may be used for non-Italian products or goods only as an indication of source and only in a manner which allows of no misunderstanding as to the source and nature of such products or goods.

3. Similarly, paragraph 1 shall not debar a person from indicating his name or that of his firm—so long as the firm's name includes the name of a natural person—as well as his address or that of his firm on products or goods, or in their display and on their packaging, or labels, in invoices, way-bills or other commercial documents, or in advertising, provided that such indications are not used as trade marks for the products or goods and are in all cases accompanied by a reference to the true geographical origin of the products or goods.

4. The foregoing shall be without prejudice to the provisions of article 5.

*Article 3.* 1. The name “España”, the designations “Hispania”, “Spania” and “Iberia”, the names of Spanish communes, provinces, regions, areas and historical and geographical districts, as well as the designations specified in annex B to this Agreement, shall, in the territory of the Italian Republic, be reserved exclusively for Spanish products or goods and shall be used only in accordance with the conditions laid down in Spanish legislation, unless certain provisions of that legislation are declared inapplicable by the protocol hereto.

2. If any designation protected under paragraph 1 is identical to the designation of a territory or place outside the territory of the Spanish State, that designation may be used for non-Spanish products or goods only as an indication of source and only in a manner which allows of no misunderstanding as to the source and nature of such products or goods.

3. Similarly, paragraph 1 shall not debar a person from indicating his name or that of his firm—so long as the firm's name includes the name of a natural person—as well as his address or that of his firm on products or goods, or in their display, on their packaging or labels, in invoices, way-bills or other commercial documents, or in advertising, provided that such indications are not used as trade marks for the products or goods and are in all cases accompanied by a reference to the true geographical origin of the products or goods.

4. The foregoing shall be without prejudice to the provisions of article 5.

*Article 4.* 1. If the designations protected under articles 2 and 3 are used in contravention of those articles in trade in products or goods, or in their display, on their packaging or labels, in invoices, way-bills or other commercial documents or in advertising, such use shall be subject under this Agreement to all the legal or administrative penalties, including seizure, available under the legislation of the Contracting State in which protection is sought for the purpose of countering unfair competition or preventing the unlawful use of designations.

2. This article shall also apply where such names or designations are used in translation, or with an indication of the true source or the addition of such terms as “class”, “type”, “form”, “style”, “imitation”, “kind”, “quality”,

“rival”, “character” or the like. In particular, application of this article shall not be precluded by the use of variants of designations protected under articles 2 and 3, if, despite the variation, a risk of confusion in trade exists.

3. This article shall not apply to products or goods in transit.

*Article 5.* Article 4 shall also apply where use is made, on products or goods, or in their display, on their packaging or labels, in invoices, way-bills or other commercial documents or in advertising, of indications, trade marks, names, inscriptions or illustrations which contain, directly or indirectly, false or misleading indications of the source, origin, nature, class or essential qualities of the products or goods.

*Article 6.* Actions on grounds of violations of the provisions of this Agreement may be brought through the diplomatic channel. They may also be brought before the courts of the Contracting States not only by natural and juridical persons entitled to bring such actions under the legislation of those States but also by trade unions, associations, federations and organizations representing the producers, manufacturers, tradesmen or consumers concerned and having their headquarters in one of the Contracting States, provided that they are authorized by the legislation of the Contracting State in which they have their headquarters to bring civil suits. In such cases, they may bring actions or enter appeals also in criminal proceedings, provided that the legislation of the Contracting State in which criminal proceedings are conducted provides for such actions or appeals.

*Article 7.* 1. The protection provided under articles 2 and 3 of this Agreement shall have automatic legal force.

2. Either Contracting State may request the other State to prohibit the import of products or goods covered by one of the designations specified in annexes A and B to this Agreement unless those products or goods are accompanied by a document proving that they are entitled to the said designation. In such cases, products or goods which are not accompanied by such a document shall be refused entry.

3. The Contracting State which makes the request referred to in the preceding paragraph shall advise the other Contracting State as to which authorities are competent to issue such a document. A model of the document must accompany such notification.

*Article 8.* 1. Products and goods, packaging, labels, invoices, way-bills and other commercial documents or advertising material which are in the territory of one of the Contracting States at the time of the entry into force of this Agreement and which lawfully bear or make reference to indications the use of which is prohibited by the Agreement may be sold or used for a period of two years after its entry into force.

2. The period stipulated in the preceding paragraph shall be increased to eight years in the case of glass or ceramic containers which bear an engraved designation protected under this Agreement.

3. The provisions of paragraph 3 of articles 2 and 3 shall likewise apply where a designation protected under this Agreement has already been in lawful use for at least two years before the entry into force of the Agreement, as the trade name or part of the trade name of a firm or an industrial or commercial enterprise. The right to use such a designation may be transmitted by acts *inter vivos* or *mortis causa* only in conjunction with the firm or industrial or commercial enterprise to which the trade name belongs.

4. The foregoing shall be without prejudice to the provisions of article 5.

*Article 9.* 1. The lists in annexes A and B to this Agreement may be changed or amplified by means of an exchange of notes. Such changes or amplifications shall not be refused by the other Contracting State without valid and well-founded reasons that can legitimately justify the refusal to accord protection.

2. However, either Contracting State may make deletions from the list of designations covering products or goods originating in its territory without seeking the approval of the other Contracting State.

3. Where changes or amplifications are made in the list of designations covering products or goods originating in the territory of one of the Contracting States, the provisions of article 8 shall apply but, instead of the starting dates mentioned in that article, the date of the official publication of the change or amplification by the other Contracting State shall be taken into account.

*Article 10.* This Agreement shall not preclude any more extensive protection which is, or may hereafter be, accorded in one Contracting State, under its internal legislation or under other international agreements, to the designations of the other Contracting State which are protected under articles 2 and 3.

*Article 11.* 1. In order to facilitate the application of this Agreement, a Joint Commission composed of representatives of the Governments of both Contracting States shall be established.

2. The functions of the Joint Commission shall include:

- (a) Consideration of proposals for improving the legislation and regulations of the two States concerning appellations of origin, indications of source and protection against unfair competition;
- (b) Consideration of the most effective means of jointly protecting Spanish and Italian appellations of origin in third States;
- (c) Review of proposals to change or amplify the lists in annexes A and B;
- (d) Consideration of any questions connected with the application of this Agreement.

3. The Joint Commission shall meet at the request of either Contracting State.

*Article 12.* 1. This Agreement is subject to ratification; the instruments of ratification shall be exchanged at Rome as soon as possible.

2. This Agreement shall enter into force three months after the exchange of the instruments of ratification and shall remain in force indefinitely.

3. This Agreement may be denounced at any time by either of the two Contracting States, with one year's notice.

IN WITNESS WHEREOF the above-mentioned Plenipotentiaries have signed this Agreement.

DONE at Madrid on 9 April 1975, in duplicate in the Spanish and Italian languages, both texts being equally authentic.

For the Government  
of the Spanish State:

[Signed]

PEDRO CORTINA MAURI  
Minister for Foreign Affairs

For the Government  
of the Italian Republic:

[Signed]

ETTORE STADERINI  
Ambassador Extraordinary and  
Plenipotentiary of Italy in Madrid

#### PROTOCOL

The Contracting States, desiring to regulate in greater detail the application of certain provisions of the Agreement concluded this day on the protection of indications of source appellations of origin and designations of certain products,

Have agreed on the following provisions, which shall be an integral part of the said Agreement:

1. Articles 2 and 3 of the Agreement shall not oblige the Contracting States, when products or goods bearing designations protected by those articles are marketed in either of their territories, to apply the legal and administrative provisions applicable in the other Contracting State to those products or goods, such as provisions concerning the keeping of registers of receipt and dispatch and concerning the movement of such products or goods.

2. Save as provided in article 7, paragraphs 2 and 3, of the Agreement, the said Agreement shall not affect the existing provisions of either of the two Contracting States concerning the importation or marketing of products or goods.

3. Indications of essential qualities within the meaning of article 5 of the Agreement shall include the following:

- (a) In the case of Spanish wines: *generoso, noble de mesa, fino, oloroso, rancio, clásico* and *reserva*.
- (b) In the case of Italian wines: *classico, superiore, fine, vergine* (or *solera*, in the case only of Marsala wines), *gran riserva, riserva, secco, amabile, asciutto*, and also any indication used in Italy in the German and French languages in the Trentino-Alto Adige (Südtirol) Regions and in the Valle d'Aosta (Val d'Aoste) Regions respect-

ively, where the said languages are official languages (for instance with regard to the Trentino-Alto Adige (Südtirol) Regions, the German indications *Auslese*, *Beerenauslese*, *Spätlese*, *Trockenbeerenauslese*, *Eiswein*, *Kabinett*, etc.; and with regard to the Valle d'Aosta (Val d'Aoste) Region, the French indications *mousseux*, *pétillant*, *sec*, etc.).

Each Contracting State may make changes in, additions to or deletions from the lists of such indications of essential qualities by so notifying the other Contracting State in writing.

4. Articles 2 and 3 of the Agreement shall not apply to designations of animal species.

5. The inclusion of the designation "Iberia" in article 3 of the Agreement shall not preclude the use of that designation in the Italian Republic for Portuguese products or goods.

6. Where designations not covered in annexes A and B to the Agreement or where the indications of essential qualities of the products or goods referred to in paragraph 3 of this protocol are identical or similar in the languages of the two Contracting States, another geographical designation or the name of the State of origin of the product or good shall be added to such designations.

DONE at Madrid on 9 April 1975, in duplicate originals in the Spanish and Italian languages, both texts being equally authentic.

For the Government  
of the Spanish State:

[Signed]

PEDRO CORTINA MAURI  
Minister for Foreign Affairs

For the Government  
of the Italian Republic:

[Signed]

ETTORE STADERINI  
Ambassador Extraordinary  
and Plenipotentiary of Italy in Madrid

ANNEX A <sup>1</sup>

ANNEX B <sup>1</sup>

---

<sup>1</sup> See p. 10 of this volume.