

**FEDERAL LAW No. 17 OF 2002**

**Patents, Industrial Designs & Models**

**Federal Law No. 17 of 2002**

**Regulating and Protecting Industrial Property Rights**

**For Patents and Industrial Designs & Models**

**We, Zayed Bin Sultan Al Nahyan, President of U.A.E**, after perusal of the Constitution;

Federal Law No. (1) for 1972 in respect of competencies of ministries and authorities vested in Ministers and the amendments thereto;

Federal Law No. (5) for 1976 in respect of union of chambers of commerce and industry;

Federal Law No. (1) for 1979 in respect of industrial affairs;

Federal Law No. (4) for 1979 in respect of combating fraud and deception in commercial transactions;

Federal Law No. (8) for 1984 in respect of commercial companies, as amended;

Federal Civil Transactions Code No. (5) for 1985, as amended;

Federal Civil Code of Procedure No. (11) for 1992;

Federal Law No. (44) for 1992 in respect of the protection of industrial property rights for Patents, Industrial Designs and Models;

Federal Commercial Code of Practice No. (18) of 1993;

Federal Decree No. 21 of 1975 regarding the accession of UAE to the World Intellectual Property Organization;

Federal Decree No. 20 of 1996 regarding the accession of UAE to Paris Convention for the Protection of Intellectual Property;

Federal Decree No. 21 of 1997 regarding the accession of UAE to the WTO;

Federal Decree No. 84 of 1998 regarding the accession of UAE to the Patent Cooperation Treaty;

Upon the presentation by the Minister of Finance & Industry, and the approval by the Cabinet of Ministers and the Federal Supreme Council,

**Ratified the following law:**

## **CHAPTER ONE**

### **General Provisions & Definitions**

#### **Article 1**

In operation and implementation of the provisions hereof, the following words and expressions shall, unless the context otherwise requires, have the meanings shown opposite:

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|--|---|
| <b><u>The State</u></b>                | : The State of the United Arab Emirates.  |
| <b><u>Ministry</u></b>                 | : The Ministry of Finance & Industry.   |
| <b><u>Minister</u></b>                 | : The Minister of Finance & Industry.   |
| <b><u>Authority</u></b>                | : Industrial Property Authority at the Ministry and its branches in the State.  |
| <b><u>The Committee</u></b>            | : The Complaints Committee formed under a resolution by the Minister.   |
| <b><u>Protection Document</u></b>      | : The official document proving that the Authority has conferred protection on a Patent or an Industrial Design in the form of a Patent, Utility or Registration Certificate for an Industrial Design or Model. |
| <b><u>Invention</u></b>                | : The idea conceptualized by any inventor practically allowing a novel technical solution for a certain problem in the technological domain.  |
| <b><u>Patent</u></b>                   | : The Protection Document granted by the Authority in the name of the State for an Invention.   |
| <b><u>Utility Certificate</u></b>      | : The Protection Document granted by the Authority in the name of the State for an Invention that does not entail any creative activity sufficient for conferring a Patent therefor.                            |
| <b><u>Registration Certificate</u></b> | : The Protection Document granted by the Authority in the name of the State for an Industrial Design or Model.  |
| <b><u>Practical Know-how</u></b>       | : The data, information or knowledge resulting from experience acquired from a profession of a technical or practicable nature.   |
| <b><u>Industrial Design</u></b>        | : Any original formation of lines or colors, or both, giving a special feature that can be utilized as an industrial or vocational product.   |
| <b><u>Industrial Model</u></b>         | : Any original dimensional object giving a special feature that can be utilised as an industrial or vocational product.   |

- Journal** : The information sheet regularly released by the Authority mainly for the publication of whatsoever information required to be circulated under this Law or the Executive Regulations hereof.
- International Patent Application:** : The application filed to the Authority for obtaining a Patent in accordance with the Patent Cooperation Treaty.
- International Entrustment of Patent:** : The application filed to one of the Patent offices within a country which is a member state of the Patent Cooperation Treaty for obtaining a Patent, which authorizes the applicant to avail the protection right in the member states in accordance with the stipulations of the treaty and subject to its procedures.
- Application Delivery Office:** : The national office where applications for international Patents are received. Such office is to refer the application to any other body as determined under the Patent Cooperation Treaty.
- Office of Choice:** : The office selected by the international applicant to examine the application to determine its compliance with the requirements set for granting the Patent under the provisions of the Patent Cooperation Treaty.
- Assigned Office:** : The office assigned by the international applicant as the concerned body for issuing the Patent in accordance with the provisions of this Law.

### **Article 2**

The provisions of this Law shall apply without prejudice to the stipulations of international agreements and conventions, to which the State is a party, governing the rights of member states and the persons treated in analogy under such agreement or conventions.

The foreigner who is not subject to the provisions of the above paragraph shall have the same rights vested under this Law as a national bearing the nationality of a country with reciprocal arrangements with the State.

### **Article 3**

An interim protection will be conferred on Inventions and Industrial Designs and Models being displayed in exhibitions hosted by the State, in accordance with the conditions and procedures set out in the Executive Regulations hereof, and subject to the provisions of agreements and conventions to which the State is a party or has a reciprocal agreement.

## **CHAPTER TWO: INVENTIONS**

### **PART ONE**

#### **Patent and Utility Certificate**

##### **Article 4**

Patents shall be granted for each novel Invention resulting from an original concept or novel improvement to an Invention protected by a Patent in technological domains, provided that both of them are based on scientific principles and industrially exploitable, whether or not pertaining to new industrial products or methods or novel application of known industrial methods.

An Invention is considered to be industrially exploitable if it is applicable or utilisable in any form of industry in the broad sense, including agriculture, fishery, handicrafts and services.

An application should relate to only a single Invention or a group of interrelated Inventions in such a manner that constitutes one common creative concept.

If, after the grant of the Patent, it is established that such Inventions are not interrelated, as stipulated in the above paragraph, such nonconformity shall not be accounted for as a ground for nullification of the Patent.

##### **Article 5**

A Utility Certificate shall be granted for each novel Invention being industrially applicable, yet not resulting from an inventive activity adequate enough to grant a Patent therefor.

A Utility Certificate shall also be granted for each Invention to which the provisions of Article 4 apply, under an application from the owner thereof or his legal representative.

##### **Article 6**

1. No Patents or Utility Certificate shall be granted for the following:
  - a. Research, animal and botanical species, biological methods of production of plants or animals, excluding microorganisms and their products.

- b. Methods of diagnosis, therapeutic and surgical methods for treatment to human beings and animals.
  - c. Principles, discoveries and scientific theories and mathematical hypotheses.
  - d. Plans, rules or methods applicable to carrying on commercial operations, authentic intellectual activities or games.
  - e. Inventions the spread or exploitation of which may be prejudicial to Public Order or morals.
2. If it is established to the Authority upon examining the application that the Invention is pertaining to national defense, then the procedures set out in the Executive Regulations hereof shall be adopted.

#### **Article 7**

1. Without prejudice to the provisions of Article 9 herein, the right to the Invention shall devolve to the inventor or his legal successor.

In case two or more persons collaborate in completing an Invention, the right to such right shall devolve to them or their legal successors jointly; and he whose efforts are limited only to assistance in the completion of an Invention without any creative contribution shall not be labelled as an inventor.

2. Without prejudice to the provisions of Articles 8 and 9 herein, the person who lodges an application for a Patent or Utility Certificate before others; or claims priority for the same Invention before others, shall be entitled to such Patent or Utility Certificate, as the case may be, in case the due requirements therefor are satisfied.
3. Any person having an interest shall have the right to object to and challenge the decision for the acceptance or rejection of the applications subject to the provisions of this Law and the Executive Regulation hereof.

#### **Article 8**

If the fundamental elements of an Invention are obtained from another person's Invention without his consent thereto or to the lodging of the protection application, the party affected as a result of such appropriation may claim the transfer of the application, Patent or Utility Certificate to him in case the same had been granted to the appropriator.

## **Article 9**

1. If the Invention is completed through an engagement (*Muqawala*) contract or employment contract, the right thereto shall devolve to the employer, unless otherwise stipulated in the contract.
2. If the Invention has an economic value beyond the expectations of both the parties upon signing the contract, the inventor shall be entitled to additional compensation to be decided by the Court unless the parties agree upon a certain sum of money.
3. If the employee whose employment contract does not stipulate for any creative activity completes an Invention relating to the employer's domain and utilising the employer's know-how, documents, raw materials or tools placed under his control, then the right to such Invention shall devolve to the inventor employee after the lapse of four months from the date of his submission of the report referred to in paragraph 4 of this article to the employer concerning the Invention; or from the date the employer in any other manner becomes aware of the materialisation of such Invention, without showing any intent to acquire the same under a written notice.
4. The inventor employee shall immediately notify the employer of his Invention under a written report.
5. In case the employer shows his preparedness to acquire the Invention within the period set out in paragraph 3 above, the right to the Invention shall be deemed to have devolved to him since the creation of the Invention, while the inventor employee shall be entitled to a fair compensation, where the economic value and status of the Invention together with any other interest yielded by the employer shall be taken into consideration, which compensation shall, unless mutually agreed upon by both the parties, be determined by the court.
6. Any agreement granting the employee any advantages less significant than those stipulated under the provisions of this article shall be deemed null and void.

## **Article 10**

The name of the inventor shall be mentioned in the Patent or Utility Certificate, unless the inventor declares in writing his wish not to disclose his name.

An application for the Patent or Utility Certificate reflecting the particulars of the Invention shall be submitted in accordance with the requirements of the Executive Regulations hereof.

#### **Article 11**

1. The application may include a demand to consider priority of entrustment to another application previously submitted in a state that is a party to an agreement or convention with the State; and in this case, the date and registration number of the previous application together with the name of the state with which the same had been lodged should be mentioned in this application in accordance with the requirements of the Executive Regulations hereof.
2. The priority term shall be 12 months from the date of the first entrustment.

#### **Article 12**

The Authority shall examine the application for a Patent or Utility Certificate in accordance with this Law and the Executive Regulations hereof; and the Authority may require certain conditions be met as it may see fit for granting such Patent or Utility Certificate.

The Authority shall, in case the application is dismissed, notify the applicant of the same and he may file an objection thereto with the Committee within 60 days from the date of notification.

#### **Article 13**

The Patent or Utility Certificate shall be granted under a resolution by the Minister, which shall be published in the Journal; and any interested party shall have the right to file an objection thereto with the Committee within 60 days from the date of publication.

The Patent or Utility Certificate shall, if no objection is filed in relation thereto within the period stipulated in the above paragraph, be handed over to the entitled party after being entered in the register. Each Patent or Utility Certificate shall bear the registration number, date of issue, reference to payment of due registration or renewal fees and any other details as stipulated under the Executive Regulations of this Law.

#### **Article 14**

The term of a Patent shall be 20 years, while that of the Utility Certificate shall be 10 years, both commencing from the date of filing the application.

An annual fee shall be payable for each Patent or Utility Certificate and the same shall be settled at the beginning of each year following the year of filing the application. In case the holder of the Patent or Utility Certificate fails to settle the annual fee within three months from the beginning of the year, he may pay the same within the three months following the aforesaid period together with such additional fee as determined under the Executive Regulations hereof.

In all events, annual fees can be paid in advance for the whole or part of the term of a Patent or Utility Certificate.

If the holder of the Patent or Utility Certificate fails to pay the annual fee within the said period, namely six months from the due date, such Patent or Utility Certificate shall be rendered void.

The provisions of this article applicable to Patents of Utility Certificates shall apply to the applications for Patents or Utility Certificates.

#### **Article 15**

1. A Patent shall entitle its holder to the following:
  - (a) The right to exploit the Invention; and exploitation shall, if the subject of the Patent is a product, be construed to include the manufacture, utilization or sale of the Invention or importing the same for such purposes. If the Invention is an industrial process or method for manufacturing a certain product, the Patent holder shall be entitled to the direct product of such process or method in addition to his rights to utilize the process or method itself.

In case the subject of the Patent is a product, the Patent holder shall have the right to prevent third parties, who have not obtained his consent, from manufacturing, utilising, offering for sale or selling the product or importing the same for such purposes.

If the subject of the Patent is an industrial process, the holder of the Patent has the right to prevent third parties, who have not obtained his consent, from actual utilization of such process or the product resulting directly therefrom, or offering for sale, selling or importing the same for such purposes.
  - (b) The use of the process and carry on any of the activities referred to in paragraph (a) in respect of a product directly obtained from the process, when the Patent or Utility

Certificates is granted for a process or a new application for a known industrial process or method.

2. The rights referred to in paragraph 1 above, being granted under a Patent or Utility Certificate, shall be limited to the works performed for industrial or commercial purposes, and shall not extend to cover works to the protected product after being sold.

#### **Article 16**

1. The scope of protection under a Patent or Utility Certificate shall be specified in the application for protection document.
2. The description and specifications shall be used in construing the content of the application.

#### **Article 17**

If a person, in good faith, manufactures the product or utilizes the process, subject of an Invention, or take serious arrangements for such manufacture or utilization in the State at the time of lodging the protection application by another person, or on the date of priority lawfully claimed in respect of such application, the former shall, regardless of the granting of the Patent or Utility Certificate, have the right to continue such works and to carry on the other activities referred to in Article 15 herein in respect of the products resulting therefrom, which right shall be deemed a personal right that can be passed on only with the facility exploiting the same.

#### **Article 18**

It is permissible to transfer to third parties a Patent, Utility Certificate or application for any of them before being granted.

Such transfer of a Patent, Utility Certificate or application shall be made in writing and be signed by the contracting parties before competent officer at the Authority, then further attested by the Notary Public in the State.

Any assignment of a Patent, Utility Certificate or application shall be recorded in the register designated for such purpose against payment of the due fee to be determined in the Executive Regulation hereof.

### **Article 19**

The rights vested under a Patent shall not apply to the following:

1. The works carried out for scientific research purposes.
2. The utilization of the subject of the Patent in the structures, engines, devices, machinery, tools or accessories of the means of transportation running within the State, whether on provisional or incidental basis, provided that such utilization is limited to the requirements of such means.

### **Article 20**

Co-holders of a Patent or Utility Certificate may, independently, assign their respective shares in the Invention protected under such Patent or Utility Certificate to third parties; or exploit the same or exercise the rights granted under the provisions of Article 15 hereof, unless otherwise agreed upon. However, a License to others to utilize the Invention shall only be given jointly by them.

### **Article 21**

A Patent or Utility Certificate can be pledged to secure the repayment of a debt whether independently or jointly with the commercial shop, and such pledge shall be signified on the Patent register or the Utility Certificate register, as the case may be, and also published in the Journal.

### **Article 22**

The assignment or pledge of a Patent or Utility Certificate shall have no effect towards others unless such assignment or pledge, as the case may be, is entered in the Patents Register or Utility Certificates Register and the same is published in the Journal.

### **Article 23**

A pledgee may place the Patent or Utility Certificate owned by his pledgor under his custody through the procedures of imposition of attachment upon moveable property; or garnish the pledgor's property with others as the case may be.

The pledgee must notify the Authority of the attachment and the auction order to signify the same on the relevant register and such attachment or auction order should be published in the Journal and the due fee be collected as determined under the Executive Regulations hereof; and the said attachment or

auction order shall have effect towards others only from the date of publication.

## **PART TWO**

### **Mandatory Licenses and Expropriation of Invention**

#### **Article 24**

1. In case the owner of the Patent of Utility Certificate did not in any manner utilize the Invention being covered, or insufficiently utilised the same, then any interested party may, according to the procedures set out in Article 30 herein, apply to obtain a Mandatory License in accordance with the following conditions:
  - (a) The Patent or Utility Certificate has been granted for at least before three years.
  - (b) The applicant proves to have exerted due diligence to obtain a License from the Patent owner at reasonable price and under commercially practical condition, and the Executive Regulations hereof shall specify the procedures required in this respect.
  - (c) The License is not unconditional, and the conditions of the Mandatory License may include obligations or restrictions upon the licensor and Licensee under the Mandatory License.
  - (d) The License is meant to meet the needs of the local markets, and the applicant shall provide the necessary securities as set out by the Executive Regulations hereof, to sufficiently utilize the Invention, to remedy the deficiency or meet the requirements that gave rise to the application for Mandatory License.
  - (e) The licensing decision decides the scope and term of License according to the purpose for which the same is granted.
  - (f) The Patent holder is given a fair compensation.
  - (g) The exploitation of a Patent is limited to the Licensee only, and License is not transferable to third parties except for the transfer of ownership of the Licensee's establishment, or part thereof, exploiting the Patent, provided such transfer is

endorsed by the competent Court subject to the provisions of Articles 28 and 32 hereof.

(h) In case the Invention relates to the semiconductor technology, the License shall be permitted only for public non-commercial purposes or to rectify certain practices, which are legally or administratively determined to be non-competing.

2. A Mandatory License shall not be granted if the Patent or Utility Certificate holder provides valid reasons. However, the import of a product shall not constitute a valid reason.

#### **Article 25**

1. A Mandatory License shall, subject to the conditions of the License, empower the Licensee to undertake all or some of the works referred to in Article 15 herein, excluding the right to import the product.
2. The Licensee shall have the power to utilize the civil and penal rights of the holder of the Patent or Utility Certificate to protect and exploit the Invention, in case either of them is at fault despite being notified or having knowledge of any illicit act.

#### **Article 26**

The granting of a Mandatory License shall not preclude from granting other mandatory licenses.

#### **Article 27**

1. The competent court shall, at the request of any party having an interest, determine to what extent a holder of a Patent or Utility Certificate should be deprived from exploiting the Invention or granting other Licenses for the exploitation thereof.
2. The competent court may take no notice of both the subparagraphs (a) and (b) of paragraph 1 of Article 24 herein, in case the Mandatory License application is due to a public emergency or critical need; or required for public non-commercial purposes.

#### **Article 28**

The Application for a Mandatory License shall be submitted to the competent court in the form of a suit in which the holder of the Patent or Utility Certificate is litigated, and the Authority shall be notified of the same to cause its representative to appear. The court may grant both the parties a grace

period as it may see proper to reach an agreement. Such period may be extended if the Court finds it justifiable.

If the grace period lapses, the court shall decide whether to dismiss the application or grant the same; and in this case shall determine the scope and conditions thereof and the compensation owed to the holder of the Patent or Utility Certificate as per the provisions of Article 24 hereof; and a notice of the same shall be served on the other party and the Authority to signify on the relevant register; then published in the Gazette after payment of due fees. The court judgment shall have effect towards others only from date of publication.

#### **Article 29**

1. A resolution may be passed by the Minister for the issue of a Mandatory License for the exploitation of an Invention protected under a Patent or Utility Certificate if such Invention is of value to the public interest, provided that the requirements of Article 24, exclusive of paragraphs 1 (a) and (b), are met.
2. The Minister's resolution for Mandatory License or amount of compensation may be challenged before the competent court within sixty days from the date of publication in the Journal.

#### **Article 30**

1. If it is not possible to exploit an Invention protected under a Patent or Utility Certificate in the State without prejudice to the rights derived from a Patent or an Utility Certificate granted on the basis of a previous application, then the holder of the latter Patent or Utility Certificate may, at his request, be granted a Mandatory License in accordance with the provisions of subparagraph (c) of paragraph 1 of Article 24 hereof and according to the extent necessary to the exploitation of his Invention, if the same serves industrial purposes different from those of the Invention, subject of the former Patent or Utility Certificate, or represents a notable technical advancement thereto.
2. If both the inventions are serving the same industrial purpose, the Mandatory License shall be granted to the holder of the subsequent Patent or Utility Certificate, with the reservation of the right of the holder of the former Patent or Utility Certificate to obtain a License for the subsequent Patent or Utility Certificate, if he so desires.
3. However, both the parties may reach an agreement in writing and notify the Authority of their agreement to signify the same on the relevant register.

### **Article 31**

1. The authority, which granted the Mandatory License, may amend its conditions at the request of the holder of the Patent, Utility Certificate or the Mandatory Licensee, if justified by new facts; especially if the holder of the Patent or Utility Certificate is granted a contractual License under improved conditions better than those of the Mandatory License.
2. The authority, which granted the Mandatory License, may determine to cancel the same at the request of the holder of the Patent or Utility Certificate if the Licensee fails to observe the conditions of the License, or the reasons justifying the granting of the License are no longer in existence; and in this case the Licensee shall be granted a reasonable period of time to cease the exploitation of the Invention if immediate cancellation were to cause him grave damages.
3. The provisions of Articles 35 and 36 herein shall apply to the amendment and cancellation of the Mandatory Licenses.

### **Article 32**

1. Mandatory Licenses together with whatsoever issued in connection with these shall be recorded in the relevant register, published in the Journal after payment of the due fees as set out in the Executive Regulations hereof.
2. Licenses issued under the provisions of Article 29 hereof shall be exempted from the fees if government bodies exploit the Invention.

## **PART THREE**

### **Waiver of Patent, Utility Certificate, or License**

#### **and Cases of Nullification**

### **Article 33**

The holder of the Patent, Utility Certificate or Mandatory License may waive the same under a written notice to the Authority and to any party having a right to any of them.

The waiver can be limited to one or more of the rights vested under a Patent, Utility Certificate or Mandatory License, provided that such waiver shall be without prejudice to any third party's rights, unless the same is waived by such third party in writing. The waiver shall be recorded in the relevant register,

and shall come into force only from the date of publication in the Journal of industrial property rights.

#### **Article 34**

Any party having an interest may resort to the competent court and apply for the nullification of a Patent, Utility Certificate or Mandatory License.

Notice shall be served on the holder of the Patent, Utility Certificate or License and the Authority together with any other party having a right to any of them, namely in the following events:

1. If the Patent, Utility Certificate or License is granted in nonconformity with the requirements under this Law or the Executive Regulations hereof.
2. If the Patent, Utility Certificate or License is granted without taking the priority of previous applications into consideration, subject to the provisions of Article 11 herein.

The application for nullification may be limited to part of the Patent, Utility Certificate or License, in which case the judgment rendered shall be deemed a restriction to the rights vested thereunder.

#### **Article 35**

Subject to the provisions of Article 1 hereof, the judgment for nullification of a Patent, Utility Certificate or License, in whole or part, entails that the same shall be effective as of the date of granting such Patent, Utility Certificate or License, however the holder thereof shall not be compelled to refund the compensation he had received in consideration for the exploitation of the Invention or Mandatory License, if it is established that the exploiter or licensee has benefited. Such judgment of nullification shall be signified on the relevant register and published in the Journal.

### **PART FOUR**

#### **Special Provision Particular Inventions**

#### **Article 36**

1. The holder of Patent or Utility Certificate or his legal successor shall have the right to obtain an additional Patent or Utility Certificate to be granted for the improvements, modifications, or additions to the Invention after being covered by protection. The application for

additional protection shall be subject to the same requirements as those of the original protection. Additional protection shall entail the same effects as the original one.

2. The term of additional protection shall come to an end upon the expiry of the original protection term. However, the invalidity of the original protection shall not necessarily result in the invalidity of the additional protection. The Executive Regulations shall determine annual fees payable for the additional protection.
3. The application for an additional protection may, before it is granted, be changed to become an application for an independent Patent or Utility Certificate.

## **P A R T F I V E**

### **International Patent Application**

#### **Article 37**

The Authority, being the application delivery office, assigned office, or office of choice, shall receive international Patent applications in accordance with the Patent Cooperation Treaty in respect of the Patents valid and enforceable in the State. The requirements and procedures to be complied with in this respect shall be standardized under the Executive Regulations.

#### **Article 38**

Fees payable for the procedures taken by the Authority shall be determined as per the Patent Cooperation Treaty. Annual fees for Patent applications shall be payable from the beginning of the year following the date of international entrustment of Patent application. The application shall be annulled in case the applicant fails to pay the due fees within six months from the date of lodging the same with the Authority.

## **P A R T S I X**

### **Practical Know-how**

#### **Article 39**

Without prejudice to the rights vested under a Patent or Utility Certificate, the practical know-how shall be under protection against any unauthorized

utilization, disclosure, and publication by third parties so long as the same has not been placed within the public domain. To have the benefit of such protection, it is required that the owner of the practical know-how should have taken due measures to maintain the confidentiality of its constituents as set out in the Executive Regulations hereof.

**Article 40**

Any person who by his own means attains practical know-how or achieves the same in lawful manners shall have the right to make use of such practical know-how himself or disclose the same to others, even if another person has attained the same practical know-how.

**Article 41**

The practical know-how contract should be evidenced in writing. The contract should specify the elements of the practical know-how, its purposes and conditions of assignment, otherwise the contract shall be deemed null and void.

The practical know-how contracts shall be subject to the provisions of exploitation, assignment, transfer or authorization of inventions as set out in the Executive Regulations hereof.

**Article 42**

Any use, disclosure or publication of any of the elements of the practical know-how without the consent of its owner shall be deemed an unlawful act if committed by a person aware of, or not possible for a person like him to ignore, the confidential nature thereof.

## **CHAPTER THREE**

### **Industrial Designs and Models**

#### **Article 43**

The provisions of protection stipulated herein for Industrial Designs and Models shall be without prejudice to intellectual property or copyrights relating thereto, whether originating from the Law or the conventions or treaties to which the State is a party.

#### **Article 44**

An Industrial Design or Model shall not have covered by the protection prescribed hereunder unless the same is entered in the special register with the Authority; registration applications are filed and examined as specified in the Executive Regulations hereof including the procedures and fees applicable in this regard.

#### **Article 45**

A protection application may include more than one Industrial Design or Model, provided that they are interrelated in terms of manufacture or utilization and that they are not above 20 in number.

#### **Article 46**

1. The provisions of priority of entrustment stipulated under Article (11) herein shall apply in respect of the Industrial Designs and Models.
2. The term of priority shall be six months from the date of first entrustment.

#### **Article 47**

The Industrial Design or Model should be novel or innovative; can be used as an industrial or vocational product; and does not cause any prejudice to Public Order or violate morals within the State.

#### **Article 48**

The Protection Document shall be granted to the Industrial Design or Model under a resolution from the Minister and the same shall, together with the Industrial Design or Model, be published in the Journal after settlement of due fees.

Any party having an interest shall have the right to object to the Minister's resolution, under which such protection was granted, before the Committee within sixty days from the date of publication, failing which the Registration Certificate shall be handed over to its holder reflecting the registration number, date and any other particulars required under the Executive Regulations hereof.

#### **Article 49**

The term of protection of an Industrial Design or Model shall be ten years from the date of submission of the protection application.

#### **Article 50**

Subject to the provisions of Articles 49 and 69 herein, the provisions of Article 14 hereof shall be applicable in respect of Industrial Designs and Models.

#### **Article 51**

The protection prescribed hereunder for an Industrial Design or Model shall give rise to the right to prevent third parties from:

1. Using the Industrial Design or Model in manufacturing any product;
2. Importing any product relating to the Industrial Design or Model, or possessing the Industrial Design or Model with intention to use, offer for sale or sell the same.

The above acts shall not become lawful merely if they are different from the domain of usage of the Industrial Design or Model protected by the Law, or relating to a product different from the Industrial Design or Model covered by the Protection Document.

#### **Article 52**

If a *bona fide* party performs any of the acts stipulated in Article 51 hereinabove before submitting the entrustment application, he has the right continue what he has commenced as to the products he obtained, which right is deemed to be non-assignable and non-transferable to others in any manner, except as part of the facilities exploiting the same.

#### **Article 53**

The provisions of Articles 7, 9, 17, 18 and 20 together with those of part two and part three of chapter two herein shall apply to the Industrial Design or Model.

## **CHAPTER FOUR**

### **Contractual Licensing**

#### **Article 54**

The holder of a Protection Document may license any natural or juridical person to utilize or exploit the right, subject of protection, provided that the term of such authorization shall not exceed that of the protection prescribed under the provisions hereof. The licensing contract shall be in writing and signed by the parties.

#### **Article 55**

The licensing contract should be entered and signified on the register relevant to the right subject of protection, after payment of due fees. Such license shall be of effect towards others only from the date of publication in the Journal. Such entry shall be cancelled at the request of the parties to the contract, or if the contract is revoked, expired or an order is issued for the invalidity thereof.

#### **Article 56**

Contractual licensing does not preclude the holder of the Protection Document from exploiting or utilising the subject of protection himself, or granting other licenses to others, unless otherwise stipulated in the licensing contact.

#### **Article 57**

The licensee shall have the right to exploit and utilize the licensed subject of protection throughout the State and during the legal protection term, in all domains and means, unless otherwise stipulated in the licensing contact.

The licensee also has the right to use the rights vested under the Protection Document in its holder, which result in the prevention of any infringement, threat or harm upon the subject of protection. The licensee should inform the holder of the Protection Document under a registered letter of any infringement, threat or harm, and in case of any delay or negligence on the part of the holder as to taking due measures within thirty days from the date of notification, the licensee shall have the right to take the necessary legal actions, initiate proceedings and claim compensation for the damages sustained by him as a result of the delay or negligence on the part of the Protection Document holder or third party's acts.

### **Article 58**

Except for the assignment of the all or part of facility exploiting the license or transfer of its title, the licensee shall not have the right to assign the license or grant sub-licenses to third parties, unless otherwise stipulated in the licensing contract.

### **Article 59**

The licensing contract, assignment thereof, or transfer of title over the subject of protection, together with any amendments to or renewal of such contract, shall be subject to the control of the Authority as to the conditions, securities and rights under the Protection Document.

The Authority may, in coordination with the authorities concerned, request the parties to amend the contracts if they include any abuse of any of the industrial property rights or damage to commercial competition in connection with the subject matter of such contracts in the State. In case the parties do not respond, the Authority may withhold the approval of the contract or the entry thereof in the register, as determined under the Executive Regulations.

## **CHAPTER FIVE**

### **Precautionary Measures, Offences and Penalties**

#### **Article 60**

The Protection Document holder, or the party to whom all or part of the industrial property rights stipulated herein have been passed on, may apply to the competent court to issue an order for the imposition of precautionary attachment upon the Invention, Industrial Design or Model, the entire facility or the part thereof exploiting or utilising any form of the industrial property referred to in case of any act of infringement or any act in violation of this Law, the contracts or licenses granted subject to the provisions hereof. The provisions applicable to the Protection Document shall in this respect apply to the Protection Document application.

#### **Article 61**

The applicant for precautionary attachment shall deposit the security to be assessed by the court before issuing the order and the party in whose favor the attachment has been imposed shall institute the suit of merits within eight days from the date of issuing the court order, otherwise the same shall be deemed null and void.

The party upon whom the attachment has been imposed may file a compensation claim within ninety days from expiry of the aforesaid period or from the date of rendering a final judgment determining the dismissal of the suit of merits filed by the other party.

The aforesaid guarantee cannot be liquidated before a final judgment is rendered in the suit filed by the party in whose favor the attachment has been imposed or in the compensation claim filed by the party upon whom such attachment has been imposed.

#### **Article 62**

Without prejudice to any severer punishment under any other law, any person producing false documents or giving untrue information to obtain a Patent, Utility Certificate or practical know-how, shall be punished by confinement and payment of fine not less than five thousand (AED5,000) and not more than one hundred thousand (100,000) Dirhams or either punishment. The same shall apply to any person who replicates an Invention, process or element of the practical know-how, or intentionally infringes any right protected by this Law. The same punishment shall be applicable if the matter is pertaining to an Industrial Design or Model.

#### **Article 63**

The court may adjudge the objects under attachment, or those to be under attachment, be confiscated. The court may further determine the traces of any violation act be destroyed or removed together with any machinery or tools utilised in replication. It may also determine all the above even if acquittal is adjudged.

The court may further order the judgment be published in the Journal or one of the local daily newspapers at the expense of the judgment debtor.

### **CHAPTER SIX**

#### **Industrial Property Authority & Final Provisions**

#### **Article 64**

An authority to be named 'The Industrial Property Authority' shall be set up in the Ministry to undertake, together with its branches, the implementation of the provisions of this Law and its Executive Regulations.

The Minister shall pass a resolution regulating the procedures of the Authority and its branches and the manner of exercising the powers stipulated in this Law and its Executive Regulations.

#### **Article 65**

The officials of the Authority shall have the powers of arrest officers in operation of the provisions of this Law and its Executive Regulations. They are prohibited, during the term of service and after the termination thereof, to disclose or make known any of their professional secrets, information or data they have *ex officio* acquired, nor are they permitted to exploit the same for their own interest or for the benefit of others. Furthermore, they are not permitted to keep in their personal capacities any original document or paper or a copy thereof. During the term of their service and three years thereafter, the officials of the Authority shall not be allowed to take on the profession of registration agents with the Authority.

#### **Article 66**

1. Under a resolution passed by the Minister, a committee presided by one of the judges as nominated by the Minister of Justice, Islamic Affairs & Awqaf, and two knowledgeable experts in the field of industrial property rights governed by this Law shall be formed, provided that such committee shall not include any of the officials of the Authority. The Minister shall appoint or delegate a secretary who shall administratively report to the committee chairman.
2. The Committee shall review the complaints filed by the concerned parties to the resolutions passed in operation of this Law and its Executive Regulations. The Executive Regulations will determine the procedures of the Committee, remuneration payable to its members, procedures of complaints and determination thereof and the fees prescribed.

#### **Article 67**

The decisions made by the Committee can be challenged before the competent court as per the provisions of the Civil Code of Procedure within thirty days from the date of notification thereof. The court may refer to an expert specialized in the domain of the dispute and also consult the Authority.

#### **Article 68**

The Executive Regulations hereof shall standardize the profession of registration agents before the Authority and introduce the requirements to be met and duties to be fulfilled by those agents as well as the fees payable for

their enrolment in the Registration Agents Register and grounds for cancellation and invalidation of enrolment.

#### **Article 69**

The Executive Regulations hereof shall determine the fees payable to the Authority for the procedures prescribed under this Law and its Executive Regulations.

#### **Article 70**

Chemical inventions relating to medical drugs or pharmaceutical preparations can be protected under a Patent or Utility Certificate if the conditions set out under this Law and its Executive Regulations are met as from the date 01.01.2005.

#### **Article 71**

Subject to the provisions of Article (70) herein, the Authority shall continue to receive Patent applications for the protection of chemical inventions relating to medical drugs or pharmaceutical perpetrations, to which the following provisions shall apply:

1. The applications shall be entered in sequence in the Patent or Utility Certificate Register, as the case may be, and the same shall be signified on the register to indicate the registration thereof in accordance with the provisions of this Article.
2. Those applications shall, when examined, be subject to the provisions pertaining to the novelty of inventions or priority of applications as set out in this Law and its Executive Regulations.
3. If a Patent is granted in one of the states which is a member to the World Trade Organization for the protection of the subject of one of the said applications, and the holder thereof is licensed to market his Invention on a commercial basis in such state, then the applicant shall have the exclusive right to market such Invention as from the date of the license granted to the applicant by the concerned bodies in the State to market his Invention on commercial basis.

#### **Article 72**

The Executive Regulations hereof shall be issued by the Cabinet of Ministers under a proposal from the Minister including the distribution of powers, the hierarchy and delegation thereof in operation of the provisions hereof as well as the types of registers and procedures for examining applications, data and

documents required to be filed in addition to the fees and charges payable, publication costs and all other rules and regulations required for the implementation hereof.

**Article 73**

The Federal Law no. 44 of 1992, referred to hereinabove, together with any other provision in contradiction herewith shall be rescinded.

**Article 74**

The present Law shall be published in the Gazette and shall come into force as from the date of publication.

**Zayed Bin Sultan Al Nahyan  
President of the U.A.E.**

Issued by us at the Presidential Palace in Abu Dhabi:

On: Ramadan 14, 1423 Hijri,

Corr: November 19, 2002.