

★★★ <第24回知的財産翻訳検定試験【第13回和文英訳】> ★★★

≪ 1 級課題-知財法務実務-≫

【問 1】

The above establishment of the provision will be understood to intend the followings:

Under the provision regarding "Reinstatement of rights" where rights are lost related to patent applications or patents due to passing of the period for taking action in the PLT, and under Article 12 of PLT, the contracting parties are allowed to choose either of "Due care" and "unintentional" as the requirement for providing a remedy;

As a legislation example according to the above provision in foreign countries, for example, in Europe, the criterion of "Due care" was adopted and the provision has been implemented such that the remedy is available when a failure to observe the prescribed period for action occurs even though due care was used; considering the above and other issues, at the time of legislation, though Japan had not acceded to PLT, from the view point of international harmonization, it was decided to take flexible remedy measures even when a failure of observing a predetermined time period for action was made for applicants of foreign language patent applications.

In interpreting the significance of the "justifiable reason" prescribed in Article 184-4, Paragraph 4 of the Patent Act, however, taking the followings into consideration is required:

(1) Since a foreign language patent application is regarded as a patent application filed on an international filing date in Japan in the international patent application system under the Patent Cooperation Treaty by submitting a translation within a national documents submission period, applicants of foreign language patent applications attempting to utilize the system are required to submit the translations of the description and the other required filing documents within a national documents submission period at their own responsibility;

(2) After the lapse of the national documents submission period, third parties are responsible for monitoring whether the foreign language patent application was deemed to have been withdrawn.

【問2】

●第1条

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●第5条

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