

★★★ <第38回知的財産翻訳検定試験【第20回和文英訳】> ★★★
《 1 級課題 -知財法務実務- 》

【問 1】

D Regarding the essential part of the present invention

The above-mentioned publicly known reference C is not described in the present specification as prior art, and the description of the specification is insufficient. Therefore, the essential part of the present invention should be examined based on not only the present specification but also the above-mentioned publicly known reference.

Upon reviewing the content of the above-mentioned publicly known reference, from C-1, C-2, it is natural to identify transaction detail information for each transaction in the SaaS-type general accounting processing system described in Exhibit 4, given that matching processing is performed for each transaction with respect to the transaction detail information.

Additionally, the "each detail information" on the "acquired detail list screen" in C-3 refers to matching-processed data, thus the "acquired detail list screen" can be considered to be the "journal processing screen".

Moreover, the "journal information input screen" in C-3 is merely one of the support functions for conventionally-known data input (paragraphs [0002], [0057]), and it is common to directly input information related to each transaction from the displayed transaction list screen and to use pull-down menus during such input (Japanese Patent Application Laid-Open Publication No. 2004-326300 (Exhibit 5), paragraphs [0066]-[0081]). Therefore, it is possible for a person skilled in the art to design the "transaction details list screen" to display journal information such as "corresponding account title" and a pull-down menu for changing the journal entry information.

According to the above, it is found that the configuration of the parts of the inventions 1, 13, and 14, except for the configuration elements 1E, 13E, and

14E, could have been easily invented by a person skilled in the art based on the inventions described in the above-mentioned publicly known references, and therefore, at least the respective configuration elements 1E, 13E, and 14E of the inventions 1, 13, and 14, should be considered as essential parts of the inventions that are the basis of the inventive step. This is also supported by the prosecution history of the patent as described in B above.

Although it appears that the plaintiff does not claim infringement under the doctrine of equivalents with respect to the configuration elements 1E, 13E and 14E, even if a considerate interpretation is made that the plaintiff claims infringement under the doctrine of equivalents with respect to each of the above configuration elements, these elements are essential parts of the present inventions 1, 13 and 14. Therefore, with respect to the accused products 1 and 2 and the accused method, the first requirement of infringement under the doctrine of equivalents is lacking.

【問 2】

1. ABC and XYZ hereby agree to implement a business alliance principally comprised of the following elements (the “Business Alliance”): (1) ABC is to, pursuant to the terms and conditions as contained herein, grant XYZ a license in respect of such animated content as planned, produced, directed, edited, supervised, selected, programmed or otherwise developed by ABC and as made available by ABC in its sole discretion for the purpose of this Agreement (the “ABC Content”); (2) XYZ is to, pursuant to the terms and conditions as contained herein, make available such ABC Content via such network of subscribers as possessed, controlled or formed by XYZ (the “XYZ Network”) to the Course Subscribers (as defined below, which shall be hereinafter the same) for their viewing and thereby monetize such ABC Content; and (3) all revenue derived by XYZ is to be distributed to ABC and XYZ pursuant to the terms and conditions as contained herein.
2. ABC hereby grants XYZ a non-exclusive license that authorizes XYZ to, pursuant to the terms and conditions as contained herein, make available the ABC Content for the viewing during the term as agreed

by and between the parties hereto (the “Course Term”) to such subscribers as contained in the XYZ Network and as have completed the subscription processes agreed by and between the parties hereto (the “Course Subscribers”) on such medium as selected from either of an in-person medium and live streaming medium in accordance with the agreement by and between the parties hereto (the “Course Medium”) in such language as designated by ABC (the “Course Language”).

3. XYZ shall consult with and obtain a prior agreement of ABC in connection with any and all matters necessary for providing the ABC Content to the Course Subscribers, which include without limitation the subscription fee payable by each Course Subscriber (if the monetization is made based upon the subscription fees payable by the Course Subscribers), the sponsorship fees, advertisement fees and any other fees to be received by XYZ in connection with its program for providing the ABC Content (if the monetization is based upon any fees other than the subscription fees payable by the Course Subscribers), and the marketing scale and planning for the ABC Content. Then XYZ shall make available the ABC Content to the Course Subscribers for their viewing and monetize the ABC Content pursuant to such agreement.