

# LAO P.D.R.

## PATENTS, PETTY PATENTS, AND INDUSTRIAL DESIGNS

### GENERAL NOTES

#### 1. PATENTS

##### Patent Law

Patent/petty patent protection in Laos is provided under:

- The Decree of the Prime Minister on Trademarks, No. 01/PM, January 17, 2002
- The Regulation on the Implementation of Decree on Patent, Petty Patent and Industrial Designs, No. 322/STEA-PMO, February 18, 2003
- The Decree of the President, Lao People's Democratic Republic, on the Promulgation of the Intellectual Property Law, No. 06/P dated January 14, 2008 and No. 08/NA dated December 24, 2007.

##### Patentability

An invention is patentable if it is new, involves an inventive step and is industrially applicable.

##### Non-Patentable Inventions

- (1) Discoveries, scientific theories and mathematical methods.
- (2) Schemes, rules or methods for doing business, performing purely mental acts or playing games.
- (3) Methods for treatment of the human or animal body by surgery or therapy, as well as diagnostic methods practiced on the human or animal body; this provision shall not apply to products for use in any of those methods.
- (4) Pharmaceutical products as provided in Article 136 of this Law.
- (5) Plants and animals other than microorganisms, and essentially biological processes for the production of plants or animals.
- (6) Plant varieties.

##### Application

- (1) The name and address of the applicant.
- (2) The name and address of the inventor.
- (3) A notarized Power of Attorney.
- (4) A notarized Deed of Assignment.
- (5) Specification.
- (6) Certified priority document(s).
- (7) Search report of the invention issued by any patent examiner of the foreign country or by relevant international organization.

Items 1-7 must be submitted together with the application for registration.

##### Priority

Convention priority can be claimed within 12 months from the first filing date of a foreign application.

## **Examination**

The application for patent of invention will be subject to both formality requirements and patentability. The Registrar may request certified copies of the search or examination results carried out for the same invention in other countries.

## **Term of Protection**

Validity of a patent for invention is 20 years from the official filing date in Laos provided that annual maintenance fee is paid.

## **2. PETTY PATENTS**

An invention must be new and industrially applicable. There is no requirement for an inventive step.

### **Application**

- (1) The name and address of the applicant.
- (2) The name and address of the inventor.
- (3) A notarized Power of Attorney.
- (4) A notarized Deed of Assignment.
- (5) Specification.
- (6) Certified priority document(s).

Items 1-6 must be submitted with the application for registration.

### **Priority**

Convention priority can be claimed within 12 months from the first filing date of a foreign application.

## **Examination**

The application for petty patent will be subject to only formality examination.

## **Term of Protection**

Validity of a petty patent is 10 years from the official filing date in Laos and can be extended one time for a period of 2 years, provided that annual maintenance fee is paid. The maximum term of protection is 12 years.

## **3. INDUSTRIAL DESIGN**

### **Application**

- (1) The name and address of the applicant.
- (2) The name and address of the inventor.
- (3) A Notarized Power of Attorney.
- (4) A Notarized Deed of Assignment.
- (5) Drawings, photographs or lines embodying the industrial design, which is used with any product (sheets of presentation).

Items 1-5 must be submitted with the application for registration.

### **Priority**

Convention priority may be claimed within 6 months from the first filing date of a foreign application.

**Examination**

After filing the application, a formal examination will be carried out within 60 days. Then the Lao DIP will provide filing numbers and details and notify the applicant to pay the Examination Fee. The examination will be conducted by the allied countries of Laos. Subsequent to the completion of the examination, where no ground of unpatentability is raised, the application will be granted a patent upon payment of the required fee for grant.

**Term of Protection**

Validity of an industrial design is 5 years from the filing date or the priority date (if claimed) and can be renewed for two further consecutive periods of 5 years. The maximum term of protection is 15 years.

## POWER OF ATTORNEY

### PATENT REGISTRATION

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_  
(Company Name)

of \_\_\_\_\_  
(Full Address)

do hereby nominate and appoint **TILLEKE & GIBBINS INTERNATIONAL LTD. and/or MRS. DARANI VACHANAVUTTIVONG and/or MS. THIPARAT BURANAPHAN and/or MS. SONTHAYA SUNKAPONGSE of No. 1011, Supalai Grand Tower, 20th-26th Floors, Rama 3 Road, Chongnonsi Sub-District, Yannawa District, Bangkok 10120, Thailand**, to be our true and lawful attorney or attorneys for us and in our name:

To proceed on my(our) behalf to prosecute the application(s) for granting patent for my(our) invention(s), petty patent(s), industrial design(s) and with application for registration or renewal at the Industrial Property Office or other pertinent authorities in Laos of my(our) trademark(s), service mark(s), collective mark(s) or figurative mark(s); to assign or accept assignment of the same; to register any assignment, change of name and/or address in reference to the same; to apply for cancellation of any similar or conflicting patent, petty patent, industrial design and trademark, service mark, collective mark or figurative mark.

TILLEKE & GIBBINS INTERNATIONAL LTD. is authorized to prepare necessary papers and sign documents, to submit or withdraw any papers and documents, to translate documents and certify the translations, to pay prescribed fees and expenses, to apply for trial and to file appeals with the Industrial Property Office or other competent authorities in Laos, to amend documents as may be required, to appoint a substitute or substitutes for the performance of any or all of the aforesaid acts, and the same at pleasure to remove, and generally to carry out all activities necessary for the protection under the prevailing law and regulations with regard to the above.

AND we hereby confirm and ratify whatsoever our said attorney or attorneys, substitute or substitutes may lawfully do by virtue of these presents.

IN WITNESS WHEREOF we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in \_\_\_\_\_.

\_\_\_\_\_  
(Grantor)

(Notarization by a notary public is required.)

**DEED OF ASSIGNMENT**

I (We), the undersigned

hereby declare assigning all the rights derived from and connected with the Invention/Utility Solution/Industrial Design entitled:

including the right(s) to the assignee to pursue recovery for any infringement by third parties that may have occurred before the assignment completed.

I (We),

hereby declare taking over the assigned rights as mentioned above,

Done in \_\_\_\_\_ on the date of \_\_\_\_/\_\_\_\_/\_\_\_\_

Certified by Notary Public

SIGNATURE(S) OF ASSIGNOR(S)

SIGNATURES OF ASSIGNEE(S)

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