

No. 27576

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**PORTUGAL  
and  
CZECHOSLOVAKIA**

**Agreement on the protection of indications of source, appellations of origin and other geographical and similar designations (with annexes and protocol). Signed at Lisbon on 10 January 1986**

*Authentic text: French.*

*Registered by Portugal on 1 October 1990.*

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**PORTUGAL  
et  
TCHÉCOSLOVAQUIE**

**Accord sur la protection des indications de provenance, des appellations d'origine et d'autres dénominations géographiques et similaires (avec annexes et protocole). Signé à Lisbonne le 10 janvier 1986**

*Texte authentique : français.*

*Enregistré d'office le 1<sup>er</sup> octobre 1990.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE PORTUGUESE REPUBLIC AND THE GOVERNMENT OF THE CZECHOSLOVAK SOCIALIST REPUBLIC ON THE PROTECTION OF INDICATIONS OF SOURCE, APPELLATIONS OF ORIGIN AND OTHER GEOGRAPHICAL AND SIMILAR DESIGNATIONS

The Government of the Portuguese Republic and the Government of the Czechoslovak Socialist Republic, hereinafter referred to as “the Contracting Parties”,

Aware of the advantages of developing and strengthening friendly relations between them and of expanding mutual relations in the area of industrial property,

Desiring to protect effectively against unfair competition natural and manufactured products and handicrafts and in particular indications of source, appellations of origin and other geographical and similar designations reserved for specific products,

Have decided to conclude this Agreement and have agreed as follows:

*Article 1*

The Contracting Parties undertake to adopt all necessary measures to ensure effective protection

1. Of natural and manufactured products and handicrafts originating in the territory of the other Contracting Party against unfair competition in trade and industry, including the protection of consumers against any misrepresentation of the origin of the products;

2. Of the names, designations and illustrations provided for in articles 2 and 3 and in article 6, paragraph 2, as well as the designations specified in annexes A and B of this Agreement, in accordance with this Agreement and the Protocol thereto.

*Article 2*

1. In the territory of the Portuguese Republic, the names “Czechoslovak Socialist Republic”, “Czech Socialist Republic” and “Slovak Socialist Republic”, the designation “Czechoslovakia” and the historical names of the individual lands and the designations of the territories and regions situated in the Czechoslovak Socialist Republic, as well as the designations specified in annex A to this Agreement shall be reserved exclusively for Czechoslovak products or goods and may be used there only under the conditions laid down in Czechoslovak legislation, unless otherwise provided in paragraphs 2 and 3 of this article.

<sup>1</sup> Came into force on 7 March 1987, i.e., 30 days after the date of the exchange of notes (of 9 July 1986 and 6 February 1987) confirming the completion of the constitutional procedures, in accordance with article 14 (1).

2. If one of the designations specified in annex A to this Agreement is used for products or goods other than those specified in the said annex A, paragraph 1 shall be applicable only where:

(a) Such use is likely to place at a disadvantage in competition the enterprises which lawfully use for Czechoslovak products or goods the designations specified in annex A, or

(b) The use of the designation is likely to prejudice the special reputation or special publicity value of the designation.

3. Paragraph 1 shall not prevent the lawful owner from indicating on his products or goods, on their packaging, in commercial documents or in advertising his name or trade name, provided that the latter contains the name of an individual. The use of the name or trade name as distinguishing marks shall be admissible only in such cases and forms as are not misleading as to the origin of the products or goods.

### *Article 3*

1. In the territory of the Czechoslovak Socialist Republic, the name “Portuguese Republic”, the designations “Portugal”, “Portugalia”, “Lusitania” and “Iberia” and the designations of the territories and regions situated in the Portuguese Republic as well as the designations specified in annex B to this Agreement shall be reserved exclusively for Portuguese products and goods and may be used there only under the conditions laid down by Portuguese legislation, unless otherwise provided in paragraphs 2 and 3 of this article.

2. If one of the designations specified in annex B of this Agreement is used for products or goods other than those specified in the said annex B, paragraph 1, shall be applicable only where:

(a) Such use is likely to place at a disadvantage in competition the enterprises which lawfully use the designations for Portuguese products or goods, specified in annex B, or

(b) The use of the designation is likely to prejudice the special reputation or special publicity value of the designation.

3. Paragraph 1 shall not prevent the lawful owner from indicating on products or goods, on their packaging, in commercial documents or in advertising his name or trade name, provided that the latter contains the name of an individual. The use of the name or trade name as distinguishing marks shall be admissible only in such cases and forms as are not misleading as to the origin of the products or goods.

### *Article 4*

1. Where one of the designations of products or goods from a Contracting Party that are protected under this Agreement is identical with the designation of a territory or place situated in the territory of the other Contracting Party, such a designation may be used only if the country of origin is marked clearly and in such a way as to preclude any misrepresentation of the origin and nature of the products or goods.

2. Geographical names of third countries which are the same as the designations specified in annexes A and B or as other indications of source of one of the Contracting Parties may be used by third countries only where the country of origin

is indicated in such a manner as to preclude any confusion about the origin and nature of the imported products.

#### *Article 5*

1. Where, in contravention of these provisions, the names and designations protected under this Agreement are used, in trade and industry, for any products or goods or for their wrapping or packaging or on invoices, waybills or other commercial documents or in advertising, recourse may be had, under this Agreement, to all the judicial or administrative measures which, under the legislation of the Contracting Party in which protection is sought, are available against unfair competition or for preventing unlawful designations.

2. The provisions of this article shall apply even when the said names or designations are used either in translation or in transcription or with an indication of the true source or with the addition of such terms as “sort”, “type”, “-like”, “style”, “imitation”, “grade” or in a distinct form, if, despite the distinction, there remains any likelihood of confusion when the goods are put into circulation.

3. It is understood that the use of these names and designations as generic designations shall also be deemed to be prohibited within the meaning of this article.

4. The provisions of this article shall not apply to goods in transit.

#### *Article 6*

1. The provisions of article 5, paragraph 1, shall also apply where marks, trade marks, names, inscriptions or illustrations which directly or indirectly contain false or misleading information on the source, nature, variety or essential qualities of the products or goods are used on products or goods, their wrapping or external packaging or on invoices, waybills or other commercial documents or in advertising.

2. When names or illustrations of places, buildings, monuments, mountains, historical or literary figures, national costumes, folk designs, etc., of a Contracting Party which enjoy a particular reputation or have special publicity value there are used in trade and industry for products or goods which do not originate in that Contracting Party, they shall be deemed to constitute false or misleading information on the source unless, in the circumstances, the name or illustration can reasonably be held to be merely a descriptive or fanciful designation.

#### *Article 7*

Actions on grounds of violation of this Agreement may be brought before the courts of the Contracting Parties not only by legal entities and individuals entitled to do so under the legislation of the Contracting Parties, but also by associations and organizations directly or indirectly representing the producers, manufacturers, tradesmen or consumers concerned and having their headquarters in one of the Contracting Parties, provided that under the legislation of the Party in which they have their headquarters they are permitted to institute actions in their capacity as such in civil cases. Subject to the same conditions, they may also make claims or file objections in criminal proceedings, provided that the legislation of the Contracting Party in which the proceedings are conducted makes provision for such claims or objections.

### *Article 8*

Products or goods, packaging, invoices, waybills and other commercial documents and also advertising material which, at the time of the entry into force of this Agreement, are to be found in the territory of one of the Contracting Parties and lawfully bear indications of a kind not authorized by this Agreement may be put on sale or brought into use within one year of the date of entry into force of this Agreement.

### *Article 9*

1. Trade names registered and valid before 1 January 1980 and contrary to

(a) The appellations of origin "Porto", "Oporto", "Port", "Portwine" and other translations and "Pilsen", "Pilsner", "Pilsener", "Pils" and other translations protected under this Agreement may continue to be used for a period expiring no later than two years after the entry into force of this Agreement;

(b) The designations protected under articles 2 and 3 or included in the lists annexed to this Agreement may continue to be used for a period expiring no later than four years after the entry into force of this Agreement.

2. Trade names registered and valid before 1 January 1980 and contrary to the designations or illustrations protected under paragraph 2 of article 6 may continue to be used for a period expiring not later than four years after the entry into force of this Agreement.

3. The time-limits specified in paragraphs 1 and 2 of this article also apply to any designations covered by this Agreement by virtue of a modification or extension of the lists annexed to this Agreement and shall be reckoned from the date of entry into force of the modification or extension.

### *Article 10*

1. In order to attain the objectives of this Agreement, the Contracting Parties agree to establish a Mixed Commission composed of representatives of both Contracting Parties which shall meet whenever either of the Contracting Parties so request. It shall hold its meetings alternately in Portugal and Czechoslovakia.

2. The Mixed Commission shall be responsible for considering any proposals to modify or extend the lists contained in annexes A and B to this Agreement and for discussing any questions connected with the application of the Agreement and the revision of the Protocol.

The deliberations of the Mixed Commission shall be confirmed by an exchange of notes between the Contracting Parties. The modifications or extensions in question shall take effect from the date of notification of the other Contracting Party.

3. Either Contracting Party may make deletions in the list of designations relating to products or goods originating in its territory without the consent of the other Contracting Party by notifying the other Contracting Party.

4. In the event of modification or extension of the list of designations relating to products or goods originating in the territory of one of the Contracting Parties, the provisions of article 8 shall apply, with the stipulation that the one-year time-limit shall be reckoned from the date of notification of the modification or extension by the other Contracting Party.