

State-granted monopolistic titles and Copyright

Madam, Sir,

What are the State-granted monopolistic titles? These are State-granted temporary (*5, 10, 20 years*) commercial and industrial titles issued to the applicant, provided he files his claim in due form and fulfills specific legal criteria. During its term, each of these titles grants its holder (*or his licensee, even his assignee*) a technical (*making, production, manufacturing, fashioning, assembling, actualization, etc.*) and business (*sales, distribution, promotion, etc.*) monopoly for the invention resulting from the actualization (*in three dimensions*) of the description (*in two dimensions*) included in the title. In compliance with the various national laws presently in force, these titles are called: utility patent (*or plain "patent"*), design patent, industrial design, designs and models, integrated or printed circuit topography. As for trademarks, they solely provide a monopoly for the commercial use of names, acronyms and logos, and do not cover industrial production. Since these titles do not provide copyright, their holders must mandatorily claim anteriority (*precedence*), failing which such titles cannot legally be issued. In case of litigation with a third party, solely the claims for anteriority (*precedence*) are at stake, leading ~ *as the case may be* ~ to the annulment of the title by court order.

Important: according to the international copyright conventions and the internal laws of Nations, if the description of an invention (*included in one of the aforementioned titles*) is identical to all or part of a literary and/or artistic work created prior to the application for the title, the court can subsequently annul such title for lack of novelty. If a third party reproduces all or part of a literary and/or artistic work in order to make or produce a utilitarian object or a commercial service, he must first contractually obtain the right © to do so, with the author's signature. Failing which, the author can by court order forbid the third party to reproduce © all or part of his work for commercial purposes; in which case the third party must cease making and producing the aforementioned object or service. Why is it so? Because in order to transmit the literary and artistic description included in all or part of the author's work to his partners and employees, the third party must obligatorily (*and legally*) reproduce such description, for whatever technical or commercial reason.