



Role of Effective Intellectual Property (IP) Asset Management in Enhancing the Competitiveness of SMEs in Domestic and International Markets

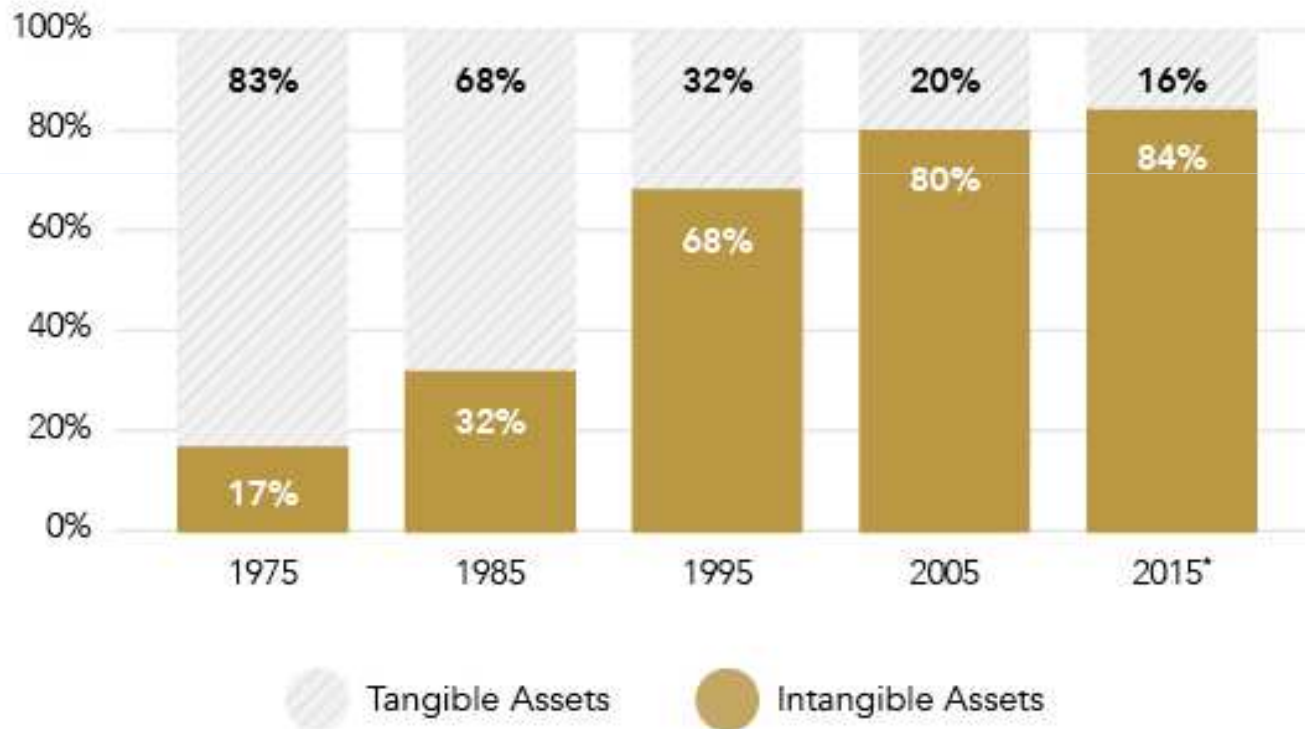
Kyiv, October 18 and 19, 2016

*JAVIER SÁNCHEZ DE PABLOS
HEAD OF SERVICE. DISSEMINATION, COMMUNICATION
AND COMPANY RELATIONS DIVISION
OPEM (SPANISH PATENT AND TRADEMARK OFFICE)*



Intellectual Property is one of your business's most valuable assets

COMPONENTS *of* S&P 500 MARKET VALUE



SOURCE: OCEAN TOMO, LLC
*JANUARY 1, 2015



Intellectual Property is one of your
business's most valuable assets



*The triangle of business success:
innovation, trademarks and exports
Executive summary*

Q M P Ñ X N A Q Y R É A P A I A M O G B D G I N N O V A
A T E N T E S T S I A X P O Y H I N F G W I J S T L N L U
L P V W C O M E R C I O W S A C L Ñ J P S L Z I Z O D V
I D A D A M I V G C T X Q O K T O K I A E R M O D E L
W E X P O R T A C I O N E S A I S F E T Ñ B E J O S D
L Q Ñ F D V E R M B X F M A R C A S P S O H M W E C O
A M O G B D G I N N O V A C I Ó N Y D K Q M P Ñ X N A
I N F G W I J S T L N L U T T O P N F P A T E N T E S T
C L Ñ J P S L Z I Z O D V A N Z L M G S L P V W C O M
T O K I A E R M O D E L O S D E U T I L I D A D A M I

The triangle of business success: innovation, trademarks and exports

Executive summary

Q M P Ñ X N A Q Y R É A P A I A M O G B D G I N N O V A
A T E N T E S T S I A X P O Y H I N F G W I J S T L N L U
D V W O O M E D O L O W C A O L Ñ L D C L Z I Z O D V

Relationship existing among companies that have a commitment to the protection of innovation via industrial property and their exports.

Focus on **trademarks**, patents, utility models and industrial designs,

The triangle of business success: innovation, trademarks and exports

Executive summary

main results of this study show that:

- Three quarters of the contribution to Spanish exports is carried out by companies that are **committed to protection via Intellectual Property**
- The companies with a patent, utility model or industrial design and supporting its activity in a brand strategy multiplied by 30 its export activity.
- In terms of employment, the export activity of companies that have some of the types of industrial property included in this study, representing the 73.84 % of total employment generated by the Spanish exports.

- Knowledge is becoming the predominant element in differentiating enterprises from their competitors
- In a **knowledge-based** economy, competitiveness of enterprises, including SMEs, is increasingly based on ability to provide **high-value-added products at a competitive price**
- Globalization and trade liberalization has made it crucial for most enterprises, including SMEs, to become **internationally competitive** even when operating wholly in the domestic market

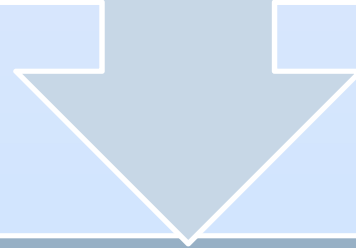


Intellectual Property is one of your business's most valuable assets



- Without **intellectual property registration** there is a strong risk that investments in R&D, products and marketing may be stolen/copied
- Intellectual property rights enable SMEs to have **exclusivity** over the exploitation of their innovative new or original products, their creative designs and their brands.

But Intellectual Property registration is not the goal.
The goal is ensure our business is properly protected
A comprehensive IP strategy will ensure that your IP is
protected and will build value for your business in the
future.



IP strategy must be integrated in the business strategy.

It is important to proactively manage IP
portfolio: R & D working only on the most interesting
inventions, acquire IP if it is cheaper or faster than our
own developments, licensing our patents ...

Trademarks Strategy

¿Should register trademarks?

- Trademarks convey intellectual and emotional attributes and messages about you, your company, products and services.
- Trademarks make it easy for customers to find you. It is the first thing customers enter into a search engine or social media platform when looking for your products and services.
- Your brand could be the critical factor in driving a customer's purchase decision.
- If third parties register your trademark, you must stop using it at your business

**YES
always**

¿Is it very expensive to register a trademark?.

- Trademarks are a bargain to obtain , although it depends on the number of classes of Products and services in which we record and the number of countries we require the protection
- Average price in Spain Registration: € 150 per class (45 classes)

NO

¿How long does a trademark last?

- Trademarks never expire.
- The mark is granted for 10 years renewable for successive periods of 10 years without limit
- Renovation fee is another €150 every ten years.

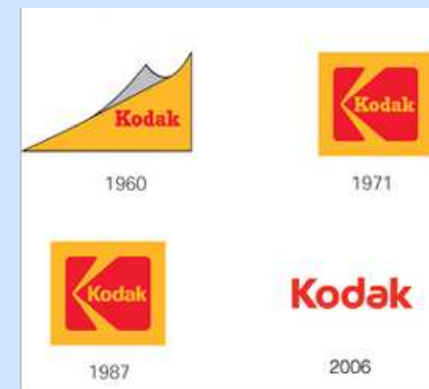
∞

How should be a trademark?

- Search for prior rights and the state of the art
- Make it easy to remember
- The trademark should not have negative connotations
- Check availability of Internet domain

Example:

G. Eastman: *"The letter" K "had always been my favorite, seems to me a strong letter, incisive"*



What to know before applying a brand?

IS THE BRAND AVAILABLE?

FREE NATIONAL SEARCHING TOOLS

PAYMENT IDENTIFY SIMILARITIES



LOCALIZADOR DE MARCAS NACIONALES

Denominación:

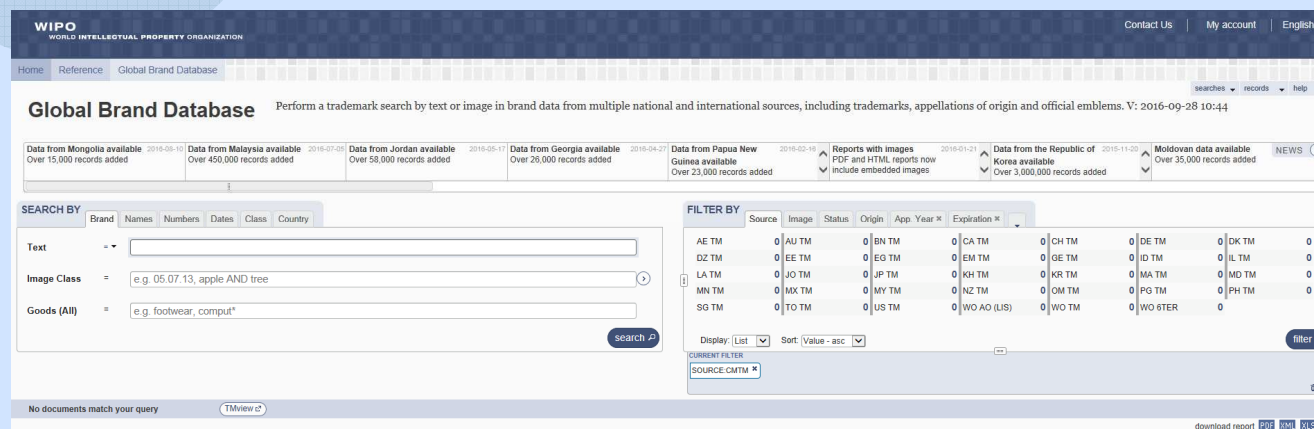
Modalidad:

Localizar

Relación de Signos Distintivos que contienen en su denominación: AL FILO

Para su consulta de signos distintivos se han obtenido 22. El resultado de la búsqueda está limitado a 200.

Denominación	Marca	Tipo	Clases de Niza
AL FILO DE LA LEY	N 174899	Denominativo	35
AL FILO DE LA LEY	N 174899	Denominativo	35
AL FILO DE LA LEY	N 174899	Denominativo	35



WIPO WORLD INTELLECTUAL PROPERTY ORGANIZATION

Global Brand Database

Perform a trademark search by text or image in brand data from multiple national and international sources, including trademarks, appellations of origin and official emblems. V: 2016-09-28 10:44

SEARCH BY: Brand, Names, Numbers, Dates, Class, Country

Text:

Image Class:

Goods (All):

search

FILTER BY: Source, Image, Status, Origin, App. Year, Expiration

Source	Image	Status	Origin	App. Year	Expiration								
AE TM	0	AU TM	0	BN TM	0	CA TM	0	CH TM	0	DE TM	0	DK TM	0
DZ TM	0	EE TM	0	EG TM	0	EM TM	0	GE TM	0	ID TM	0	IL TM	0
LA TM	0	JO TM	0	JP TM	0	KH TM	0	KR TM	0	MA TM	0	MD TM	0
MN TM	0	MX TM	0	MY TM	0	NZ TM	0	OM TM	0	PG TM	0	PH TM	0
SG TM	0	TO TM	0	US TM	0	WO AO (LUS)	0	WO TM	0	WO 6TER	0		

Display: List Sort: Value - asc

filter

No documents match your query

Trademarks Strategy

Others
searchings that
we recomend

Internet Domain

Social trade
name



GOBIERNO DE ESPAÑA MINISTERIO DE INDUSTRIA, TURISMO Y COMERCIO

red.es dominios

red.es ONTSI .es RedIRIS unblognenred

Buscador

Sobre dominios.es
Agentes Registradores
Tus dominios
Área IDN
Normativa
Recupere su dominio
Antiphishing
Estadísticas
Ser agente registrador

1. Dominios
2. Agente Registrador
3. ¿Está libre tu dominio?
4. Solicita tu dominio

¿Está libre tu dominio?

Buscador

Es una base de datos mundial en la que aparecen los dominios registrados junto con los datos de sus titulares.

+ información

busca tu dominio

se el primero en reservarlo

www. [miDominio] .es

¿Podemos ayudarte?

Gestionar



RMC
<http://www.rmc.es/InformacionAdquirida.aspx>

Usuario Password Entrar

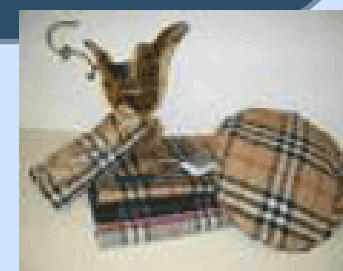
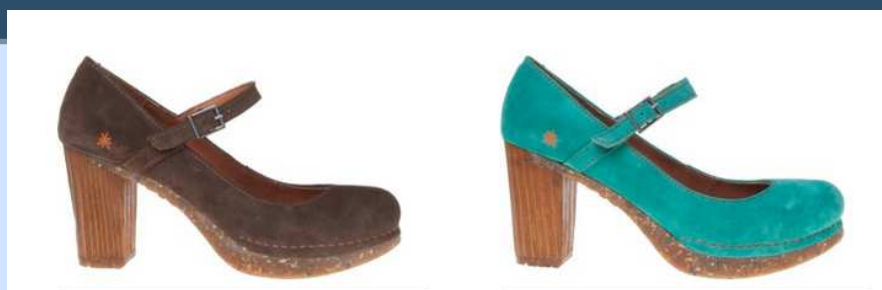
CONSULTA DE INFORMACIÓN OBTENIDA A TRAVÉS DE TARJETA
Obtenga información sobre las transacciones realizadas con tarjeta:

SOCIEDADES INSCRITAS	DENOMINACIONES SOCIALES	SOLICITUDES DE CERTIFICADOS DE DENOMINACIÓN SOCIAL
CONSULTAS EFECTUADAS EN LAS ÚLTIMAS 24h	Volver a consultar denominaciones sociales de las últimas 48h	Seguimiento del estado de las solicitudes de certificado de denominación social.
Acceder	Acceder	Acceder

Documento N.I.F./C.I.F. Clave [Buscar](#)

Portada
MI AREA
Recuperación de Información de Transacciones con Tarjeta
• Consulta de Información
• Buscador de Facturas
INFORMACION GENERAL
• Acceso a los Servicios del Registro Mercantil Central (Suscripción-Pago Tarjeta)
• Localización y Contacto
• Direcciones de Registros Mercantiles
• Documentación General y Descargas
SOCIEDADES INSCRITAS
• Nombre Social - CIF

- **Duration**: 5 years, renewable for successive periods of 5 years up to 25 years.
- Design Protection is **territorial**. We should register the design in those countries in which we are interested in commercializing or granting licenses.
- **Grace period of 12 months**. It allows to test the product in the market, its acceptance and possibilities of success, etc. before taking the decision to register.
- Community law includes protection on **unregistered design**. Its scope of protection is more limited than the registered design and the duration is 3 years with no possibility of any extension.



¿Should register Designs?

- On many occasions, consumers choose one product over another because of its aesthetic appearance so Design could determine its success in the marketplace
- The designs, considered especially valuable, create an image of the company providing a competitive differentiation
- The design can also be protected as three-dimensional Trademark and /or copyright

Register designs is always appropriate



Patent Strategy

Reasons for patenting

Solid market position and competitive advantage:

A patent gives its owner the exclusive right to prevent others from commercially using the patented invention, thereby reducing uncertainty, risk and competition from imitators.

Possibility of taking legal action, against those who copy or imitate your protected invention.

Improving financing

- Ownership of patents may enhance their ability to raise capital to put a product on the market
- Additional income from licensing or assignment

Positive image of your company.

Some companies mention or list their patents in advertisements to show an innovative image.

Dissemination of information (publication)

- It is cheap.
- It avoids third parties protect by patent the same invention.

- It does not grant exclusivity.
- The invention is known by competitors.

Secret (create a industrial secret)

- Cheap (but there is a cost to maintance the confidentiality).
- The invention is not revealed.

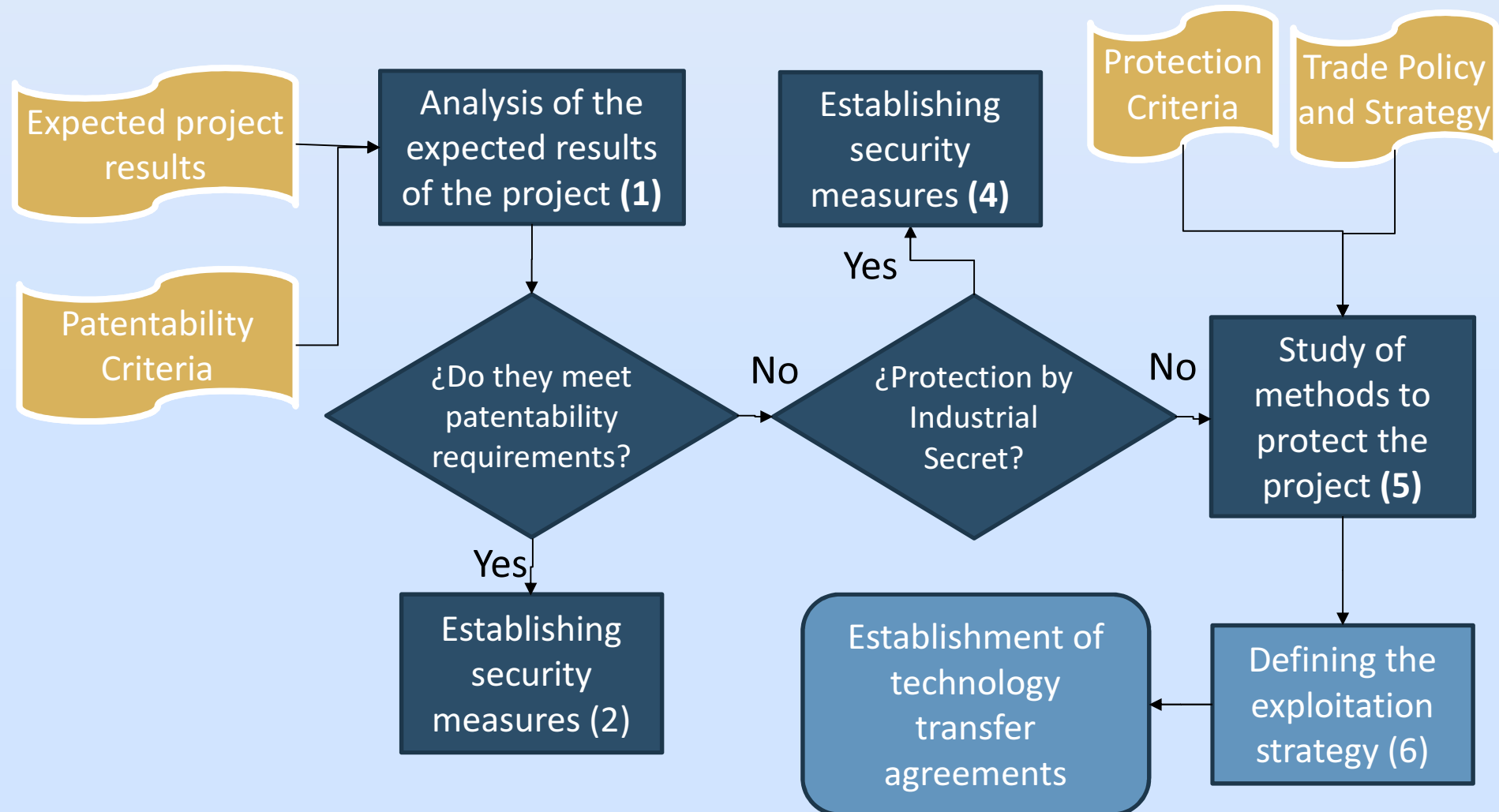
- There is no protection against reverse engineering or reproduction of the invention.
- The "secrets" often leak quite fast.

Do nothing

- It requires no effort.

- It does not grant exclusivity.
- Often competitors find out the details.

The decision process on the mechanism of protection of industrial property is an important element, as well as the factors and criteria involved in it.



From selling products to sell Technology

- Spanish SME in the telecommunications sector
- 80 inventions protected by over 300 patents
- The spanish company with more US patents
- Has won more than 150M € in lawsuits to Samsung, LG, HTC, Motorola, etc.

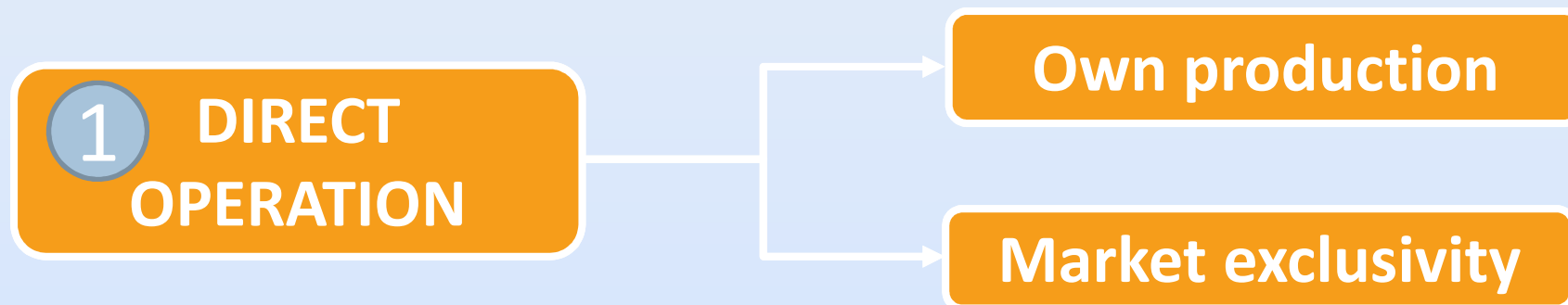


Fractus Antennas® give your mobile device
the strongest value equation in the industry.

"Fractus delivers reliable innovation to its clients."
- Frost & Sullivan

Fractus Mobile Handset Antenna

[Go To Mobile Handset](#)



The company itself performs the operation and marketing of the rights protected by intellectual property with own products.

↑ This mechanism has the advantage that the company gains market exclusivity.

↓ The disadvantage is that the associated risk is high, since the resources are often high.

Object to transfer:

- Skills
- Knowledge
- Technologies
- Methods of manufacturing
- Facilities

BUY / SELL

**TECHNOLOGY
TRANSFER**

2

Transfer Objective. Develop and exploit new:

- Products
- Processes
- Applications
- Materials
- Services.

to obtain commercial
return

↑ As advantage the risk is
shared by several companies.



Patente de CSIC ES2177465
licenciada a ACTAFARMA

License

Partnership Agreements

Assignment

Technology Transfer Types

LICENSE

The IP holder authorizes a third party to use technology in exchange for a monetary amount.

The rights remain simply the case of **an authorization of use**.

Typical example of Technology Licensing Agreements are **software licenses**, or licenses Patent.

PARTNERSHIP AGREEMENTS (or Consortium)

Establishment of conditions of joint ownership and rights derived from the generated IP within the framework of a collaboration between one or more companies.

For SMEs, partnerships are a powerful tool for positioning technology in major markets.

Difficulty of setting and monitoring and Dependence on third parties for future developments.



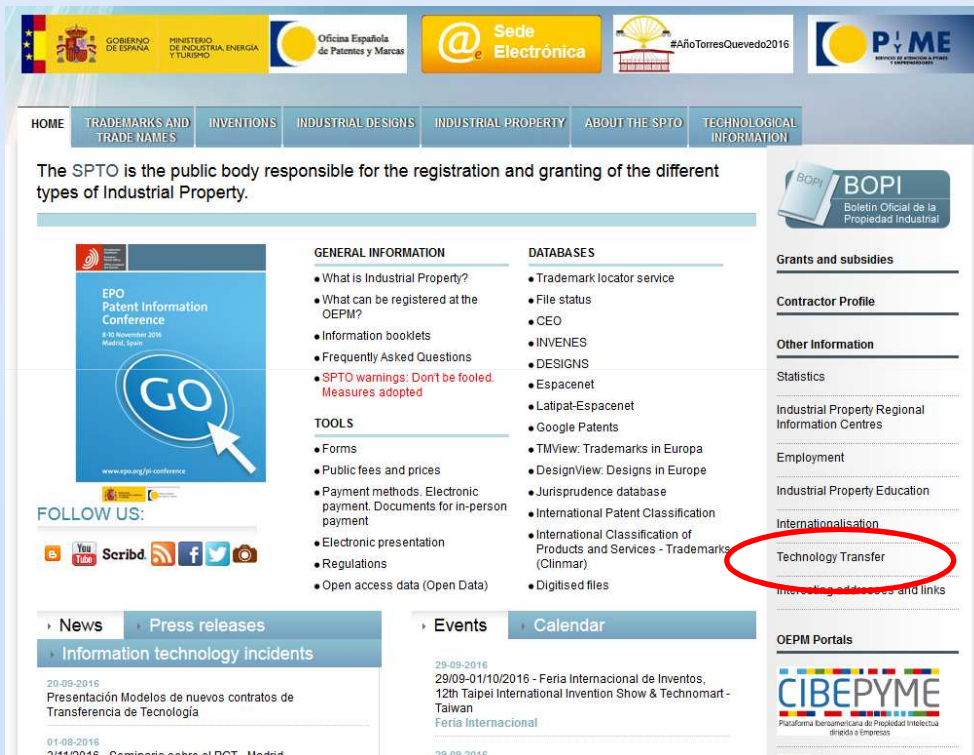
ASSIGNMENT

The IP holder transfers ownership to a third party
The original holder renounces the rights of intellectual exchange for a sum of money
Assignments are very common in the world of telecommunications and information systems, as certain technologies can have very large developments, often large corporations being "acquire" patents techniques to small businesses.

Technology Transfer is done by setting a legal contractual relationship

The contracts should be considered very carefully to take into account all possible legal and economic consequences.

Technology Transfer Section



GOBIERNO DE ESPAÑA MINISTERIO DE INDUSTRIA, ENERGÍA Y TURISMO
Oficina Española de Patentes y Marcas @ Sede Electrónica #AñoTorresQuevedo2016 P+ME

HOME TRADEMARKS AND TRADE NAMES INVENTIONS INDUSTRIAL DESIGNS INDUSTRIAL PROPERTY ABOUT THE SPTO TECHNOLOGICAL INFORMATION

The SPTO is the public body responsible for the registration and granting of the different types of Industrial Property.

GENERAL INFORMATION

- What is Industrial Property?
- What can be registered at the OEPM?
- Information booklets
- Frequently Asked Questions
- SPTO warnings: Don't be fooled. Measures adopted

TOOLS

- Forms
- Public fees and prices
- Payment methods. Electronic payment. Documents for in-person payment
- Electronic presentation
- Regulations
- Open access data (Open Data)

DATABASES

- Trademark locator service
- File status
- CEO
- INVENES
- DESIGNS
- Espacenet
- Latipat-Espacenet
- Google Patents
- TMView: Trademarks in Europa
- DesignView: Designs in Europa
- Jurisprudence database
- International Patent Classification
- International Classification of Products and Services - Trademarks (Cinmar)
- Digitised files

BOPI
Boletín Oficial de la Propiedad Industrial

Grants and subsidies

Contractor Profile

Other information

- Statistics
- Industrial Property Regional Information Centres
- Employment
- Industrial Property Education
- Internationalisation
- Technology Transfer**
- Investment offers and links

OEPM Portals

CIBEPYME
Plataforma Iberoamericana de Propiedad Intelectual dirigida a Empresas

News | **Press releases**

Information technology incidents

Events | **Calendar**

- 29-09-2016: 29/09-01/10/2016 - Feria Internacional de Inventos, 12th Taipei International Invention Show & Technomart - Taiwan
- 29-09-2016: Feria Internacional
- 01-08-2016: 3/11/2016 - Seminario sobre el PCT - Madrid

INVENTIONS INDUSTRIAL DESIGNS INDUSTRIAL PROPERTY ABOUT THE SPTO TECHNOLOGICAL INFORMATION

Technology Transfer /

Technology Transfer



Technology Transfer:
Basic concepts (WIPO)

Technology Market

Other information of
interest

Contract Templates

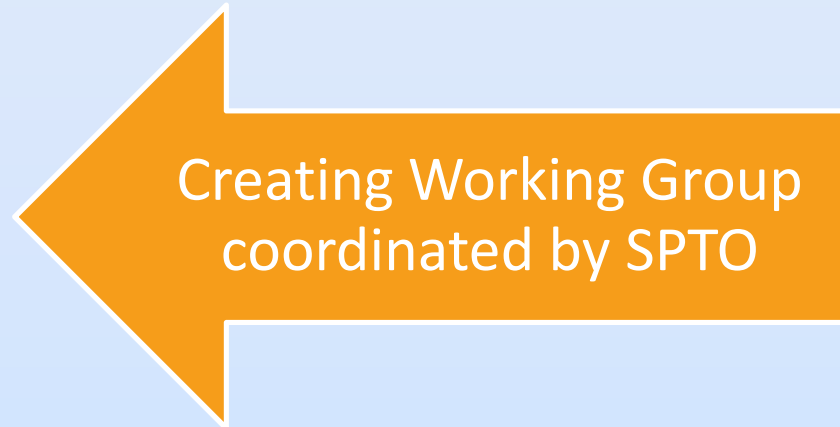
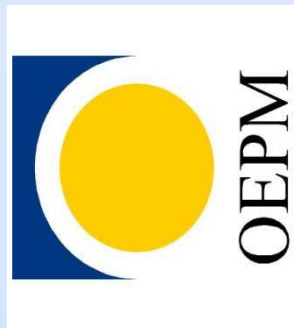
Technology Transfer Section

Technology Market

Technology Market

- Full Licences
- Expired inventions: Patented technology available free of charge
- **R&D+i offering of Spanish Public Research Bodies**
 - i. Centre for Biological Research (CIB)
 - ii. Research Centre for Energy, Environment and Technology (CIEMAT)
 - iii. National Oncology Research Centre (CNIO)
 - iv. Higher Council for Scientific Research (CSIC)
 - v. Foundation for Biosanitary Research of Eastern Andalusia (FIBAO)
 - vi. Biosanitary Research Institute IBS Granada
 - vii. Agricultural and Food Technology and Research Institute (INIA)
 - viii. Carlos III Health Institute (ISCIII)
- **R&D+i technology offering at Spanish universities**
 - i. GVA Patent Bank
 - ii. Catalogue of Patents, Know-How and Utility Models of the Universidad Complutense de Madrid
 - iii. Scientific and Technological offering of the University of Valencia
 - iv. R&D offering at the University of Granada
 - v. R&D+i offering at the University of Malaga
 - vi. Technology Offer of the University of Barcelona
 - vii. Technology Offer of the Miguel Hernández University, Elche
 - viii. Technology Offer of the Polytechnic University of Catalonia
 - ix. Technological offering of the University of Santiago de Compostela
 - x. Patents of the University of Malaga (UMAPATENT)

Models of Technology Transfer Contracts: Spanish Experience. WORKING GROUP















Contract Templates

Protecting the results of all R&D&i processes, Technology Transfer plays a very important role .

The institutions that have helped to produce these templates are in no way liable for any use made of them.

It is recommended that anyone wishing to use these contract templates also seeks specialist legal advice with regard to the definitive wording or adaptation of the contract.

Agreement	Usage guide	Spanish version	English version
Confidentiality	Download 	Download 	Download 
Transferring Material	Download 	Download 	Download 
License (Public-Company Entity)	Download 	Download 	Download 
License (Company-Company Entity)	Download 	Download 	Download 

Non Disclosure Agreement

NON DISCLOSURE AGREEMENT

BETWEEN
(Party A)
And (Party B)

[City], [Month] [day], 20(...)

Of the one part, Mr./Ms.[...], with national identity card number [...], acting on behalf of [name of the Company and/or institution], with registered office at [include address], with tax identification number [...], duly registered in the Companies Registry of [...] with number [...] and acting in his/her capacity as [...] acting with power to act on the name and on behalf of the company (hereinafter referred to as "Party A").

Of the other part, Mr./Ms.[...], with national identity card number [...], acting on behalf of [name of the Company and/or institution], with registered office at [include address], with tax identification number [...], duly registered in the Companies Registry of [...] with number [...] and acting in his/her capacity as [...] acting with power to act on the name and on behalf of the company (hereinafter referred to as "Party B").

Party A and Party B are individually referred to hereinafter as the "Party" and collectively as the "Parties".

Both Parties mutually acknowledge their legal capacity to enter into and be bound by this non disclosure agreement and to that effect they state the following:

WHEREAS

- I. Party A, through the [Institute / Center of...], and particularly through researcher [Mr./ Ms. ...], conducts research in the field of [...].
- II. Party B is a company developing its activities in the field of [...].
- III. Party A and Party B have considered the mutual disclosure of certain information regarding [...] *[describe the Confidential information, without providing specific details; necessary and desirable for the purpose of [describe the purpose of the disclosure of the*

Material Transfer Agreement

MATERIAL TRANSFER AGREEMENT

BETWEEN
(Full name of the company) (Provider)
And (Full name of the company) (Recipient)

[City], [Month] [day], 20(...)

Of the one part, Mr./Ms.[...], with national identity card number [...], acting on behalf of [name of the Company], with registered office at [include address], with tax identification number [...], duly registered in the Companies Registry of [...] with number [...] and acting in his/her capacity as [...] acting with power to act on the name and on behalf of the [name of the Company] (hereinafter referred to as the "Provider").

Of the other part, Mr./Ms.[...], with national identity card number [...], acting on behalf of [name of the Company], with registered office at [include address], with tax identification number [...], duly registered in the Companies Registry of [...] with number [...] and acting in his/her capacity as [...] acting with power to act on the name and on behalf of the [name of the Company] (hereinafter referred to as the "Recipient").

The Provider and the Recipient are individually referred to hereinafter as the "Party" and collectively as the "Parties".

Both Parties mutually acknowledge their legal capacity to enter into and be bound by this agreement and to that effect they state the following:

WHEREAS

- I. The Provider, through the [Institute / Center of...], conducts research in the field of [...] under the supervision of Dr. (...)
As a result of the mentioned research, the Provider is the owner of the material (...) *[describe the material]*, including know-how, intellectual property and copyright rights and the information described in Annex 1 attached to this Agreement and that forms part thereof (hereinafter the "Material").
- II. The Recipient is a/an (...) [entity/company] with the following main purposes (...)
- III. Recipient is interested in receiving the Material for the sole purpose of using it in the project as detailed / for the purposes described in Annex 2 of this

PATENT/UTILITY MODEL LICENSE AGREEMENT

BETWEEN
Public Body
And **Company**

Madrid, [Month] [day], 201X.

Of the one part, Mr./Ms.[...], with national identity card number [...], acting on behalf of [name of the public research organization], with registered office at [include address], with identification number [...], and acting in his/her capacity as [...] acting with power to act on the name and on behalf of the public research organization (hereinafter referred to as "Public Body").

Of the other part, Mr./Ms.[...], with national identity card number [...], acting on behalf of [name of the Company], with registered office at [include address], with tax identification number [...], duly registered in the Companies Registry of [...] with number [...] and acting in his/her capacity as [...] acting with power to act on the name and on behalf of the company (hereinafter referred to as "Company").

Public Body and **Company** are individually referred to hereinafter as the "Party" and collectively as the "Parties".

Both Parties mutually acknowledge their legal capacity to enter into and be bound by this agreement and to that effect they state the following

WHEREAS

- I. **Public Body** is the owner in title of patent / utility model application referred in annex I.
- II. The President of **Public Body**, under the jurisdiction conferred by the Ministerial Order CIN1032/2011 published in the Spanish Official State Bulletin (BOE) of 26 April 2011 confirm hereby that the rights transferred under this Agreement are not required to the defence or better protection of the Spanish public's interests, thus complying with Article 55.1 of Sustainable Economy Law 2/2011 published on 5th March 2011 in the Spanish Official Bulletin.
- III. The transfer of rights in this Agreement is carried out by direct award after appropriate disclose and limiting demand following the articles 55.3 and 55.4 of Sustainable Economy Law 2/2011 published on 5th March 2011 in the Spanish Official Bulletin.
- IV. **Public Body** is the owner of confidential data and know-how relating to the invention described in the patent / utility model application referred in the Annex I.
- V. **Company** is in the business of **area of business** and has the technical, commercial and financial resources to develop and commercialize the Product (as defined below) in accordance with the terms of this Agreement.

PATENT/UTILITY MODEL LICENSE AGREEMENT

By and between
Private entities

[City], [Month], [day], 201X.

Of the one part, Mr./Ms.[...], with national identity card number [...], acting on behalf of [name of the company], with registered office at [include address], with identification number [...], and acting in his/her capacity as [...] acting with power to act on the name and on behalf of the company (hereinafter referred to as "COMPANY 1").

Of the other part, Mr./Ms.[...], with national identity card number [...], acting on behalf of [name of the Company], with registered office at [include address], with tax identification number [...], duly registered in the Companies Registry of [...] with number [...] and acting in his/her capacity as [...] acting with power to act on the name and on behalf of the company (hereinafter referred to as "COMPANY 2").

COMPANY 1 and **COMPANY 2** are individually referred to hereinafter as the "Party" and collectively as the "Parties".

Both Parties mutually acknowledge their legal capacity to enter into and be bound by this agreement and to that effect they state the following

WHEREAS

- I. **COMPANY 1** is the owner in title of Patent / Utility Model application number [include reference to Patent / Utility Model application] titled "..." filed on (...) month, year, before the Spanish Patent and Trademark Office.

Arbitration and mediation clause

12. APPLICABLE LAW AND JURISDICTION

CHOOSE ONLY ONE OPTION AND LEAVE ONLY ONE OPTION IN THE SIGNED AGREEMENT

Option 1:

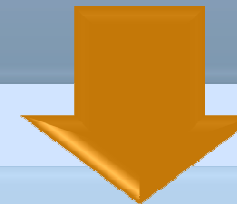
The Agreement is a private agreement in its nature and shall be governed by the laws of Spain.

The Parties agree that any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be (...), Spain. The language to be used in the mediation shall be Spanish.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall be referred to court proceedings before the corresponding Courts of (...).

Arbitration and mediation clause

The Arbitration and Mediation Center of WIPO has implemented the “Alternative Dispute Resolution” procedure to offer parties more option to resolve pending disputes related to intellectual property rights, copyright, ...



More information:

<http://www.wipo.int/amc/en/center/specific-sectors/>

Mediación OMPI para controversias de propiedad industrial en España

Colaboración OEPM-OMPI

La Oficina Española de Patentes y Marcas (OEPM) y el Centro de Arbitraje y Mediación de la Organización Mundial de la Propiedad Intelectual (OMPI) colaboran en la promoción del uso de los métodos alternativos de solución de controversias (en sus siglas en inglés ADR, *Alternative Dispute Resolution*) para resolver controversias en materia de propiedad industrial.

Centro de Arbitraje y Mediación de la OMPI

Con oficinas en Ginebra, Suiza, y en Singapur, el Centro de Arbitraje y Mediación de la OMPI ofrece métodos ADR, como la mediación y el arbitraje, para permitir a los particulares resolver eficientemente sus controversias comerciales domésticas o internacionales.

El Centro de la OMPI es internacional y se especializa en controversias de propiedad industrial. El Centro de la OMPI se focaliza en controlar el tiempo y el costo de sus procedimientos.

¿Qué es la mediación?

La mediación es un procedimiento consensual no vinculante en el que un tercero neutral, el mediador, ayuda a las partes a solucionar la controversia de conformidad con sus respectivos intereses. El mediador no puede imponer una decisión. El acuerdo de las partes tiene el efecto de un contrato.

Ventajas de la mediación

- Autonomía de las partes
- Neutralidad
- Tiempo y costo
- Soluciones creativas
- Mediador especializado
- Preservación de relaciones comerciales
- Confidencialidad

¿Cómo someter una controversia a Mediación OMPI?

- 1) Si existe un acuerdo de mediación entre las partes, las partes deben:
 - i. Completar y firmar la Solicitud de Mediación OMPI.
 - ii. Enviar la Solicitud al Centro de la OMPI por correo electrónico a arbitr@wipo.int.
- 2) Si no existe un acuerdo de mediación entre las partes, la parte que desee proponer someter una controversia a Mediación OMPI (Solicitud unilateral de mediación) debe:
 - i. Completar y firmar la Solicitud de Mediación OMPI.
 - ii. Enviar la Solicitud al Centro de la OMPI por correo electrónico a arbitr@wipo.int, con copia a la otra parte.
 - iii. Una vez recibida la Solicitud, el Centro de la OMPI podrá proporcionar información relativa al procedimiento de

Principales etapas de la Mediación OMPI



- Most SMEs do not have a strategy for IP Management
- IP is usually treated as a non-core aspect of the business.
- The policy environment in which SMEs operate does not promote Intellectual Property as a tool for sustainable competitive advantage

IF YOU DO NOT PROTECT,
YOU ARE LOSING TALENT,
COMPETITIVE ADVANTAGE,
VALUE and BENEFITS

BUT IF YOU PROTECT, YOU
MUST MONITOR AND
DETECTING ABUSES.
DO IP MANAGEMENT !



THANKS FOR YOUR ATTENTION

www.oepm.es

javier.sanchez@oepm.es

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