

CHAPTER 25

INTELLECTUAL PROPERTY

Section 1 – General Provisions

Article 25.1: Definitions

For the purpose of this Agreement, intellectual property refers to all categories of intellectual property rights that are the subject of Sub-Section 1 (Copyright and Related Rights) to Sub-Section 7 (Plant Varieties) of Section B (Standards Concerning Intellectual Property Rights) of this chapter or Sections 1 through 7 of Part II of the Agreement on Trade-Related Aspects of Intellectual Property Rights as amended by the Decision of the General Council of the World Trade Organization of 6 December 2005, (hereinafter referred to as TRIPS Agreement), including protection against unfair competition as referred to in Article 10bis of the Paris Convention for the Protection of Industrial Property of 20 March 1883, as last revised at Stockholm on 14 July 1967 (hereinafter referred to as “Paris Convention”).

Article 25.2

Objectives

1. The objectives of this chapter are to:

- (a) facilitate the production and commercialization of innovative and creative products between the Parties contributing to a more sustainable and inclusive economy for the Parties;
- (b) facilitate and govern trade between the Parties as well as reduce distortions and impediments to such trade and
- (c) achieve an adequate and effective level of protection and enforcement of intellectual property rights.

2. The objectives set forth in Article 7 of the TRIPS Agreement shall apply to this Chapter *mutatis mutandis*.

Article 25.3

Principles

1. The principles set forth in Article 8 of the TRIPS Agreement shall apply to this Chapter *mutatis mutandis*.

2. Taking into consideration the underlying public policy objectives of domestic systems, the Parties recognise the need to:

(a) promote innovation and creativity;

(b) facilitate the diffusion of information, knowledge, technology, culture and the arts;

through their respective intellectual property systems, while respecting the principles of transparency, and taking into account the interests of relevant stakeholders, including right holders, users and the general public.

Article 25.4

National treatment

1. In respect of all categories of intellectual property rights covered in this Chapter, each Party shall accord to the nationals of the other Party treatment no less favourable than it accords to its own nationals with regard to the protection^[1] of intellectual property rights, subject to the exceptions already provided in, respectively, the Paris Convention (1967), the Berne Convention (1971), the Rome Convention or the Treaty on Intellectual Property in Respect of Integrated Circuits. In respect of performers, producers of phonograms and broadcasting organizations, this obligation only applies in respect of the rights provided under this Agreement.

2. A Party may avail itself of the exceptions permitted under paragraph 1 in relation to its judicial and administrative procedures, including requiring a national of the other Party to designate an address for service of process in its territory, or to appoint an agent in its territory, provided that such derogation is:

^[1] For the purposes of this paragraph, “protection” shall include matters affecting the availability, acquisition, scope, maintenance, and enforcement of intellectual property rights as well as matters affecting the use of intellectual property rights specifically addressed in this Chapter. Further, for the purposes of this paragraph, “protection” also includes measures to prevent the circumvention of effective technological measures and measures concerning rights management information.

- (a) necessary to secure compliance with laws or regulations that are not inconsistent with this Chapter; and
 - (b) not applied in a manner that would constitute a disguised restriction on trade.
3. Paragraph 1 and 2 do not apply to procedures provided in multilateral agreements concluded under the auspices of WIPO relating to the acquisition or maintenance of intellectual property rights.

Article 25.5

Intellectual property and Public Health.

1. The Parties recognise the importance of the Declaration on the TRIPS Agreement and Public Health, adopted on 14 November 2001 (hereinafter referred to as the ‘Doha Declaration’) by the Ministerial Conference of the WTO. In interpreting and implementing the rights and obligations under this Chapter, the Parties shall ensure consistency with the Doha Declaration.
2. Each Party shall implement Article 31bis of the TRIPS Agreement, as well as the Annex and Appendix to the Annex thereto, which entered into force on 23 January 2017.

Article 25.6

Nature and Scope of obligations.

1. Each Party shall comply with their commitments under the international treaties dealing with intellectual property rights to which they are a party, including the TRIPS Agreement as amended by the Decision of the General Council of the World Trade Organization of 6 December 2005. The provisions of this Chapter shall complement and further specify the rights and obligations of each Party under the TRIPS Agreement and other international treaties in the field of intellectual property.
2. This Chapter does not preclude the Parties from applying provisions of domestic law introducing higher standards for the protection and enforcement of intellectual property rights, provided that they are compatible with the provisions of this Chapter. Each Party shall be free to determine the appropriate method of implementing the provisions of this Chapter within its own legal system and practice.

Article 25.7

Exhaustion

Nothing in this Agreement prevents a Party from determining whether or under what conditions the exhaustion of intellectual property rights applies under its legal system.

Section 2- Standards Concerning Intellectual Property Rights

Sub-Section 1

Copyright and Related Rights

Article 25.8

International agreements

1. Each Party reaffirms their commitment to and shall comply with:
 - a) The Berne Convention for the Protection of Literary and Artistic Works;
 - b) The International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organisations;
 - c) The WIPO (World Intellectual Property Organisation) Copyright Treaty;
 - d) The WIPO Performances and Phonograms Treaty;
 - e) The Marrakesh Treaty to Facilitate Access to Published Works by Visually Impaired Persons and Persons with Print Disabilities.

2. Each Party complies with and shall make all reasonable efforts to ratify or accede to the Beijing Treaty on Audiovisual Performances.

Article 25.9

Authors

Each Party shall provide for authors the exclusive right to authorise or prohibit:

1. direct or indirect, temporary or permanent reproduction by any means and in any

form, in whole or in part of their works;

2. any form of distribution to the public by sale or otherwise of the original of their works or of copies thereof;
3. any communication to the public of their works, by wire or wireless means, including the making available to the public of their works in such a way that members of the public may access them from a place and at a time individually chosen by them;
4. the commercial rental to the public of originals or copies of their computer programs and cinematographic works.

Article 25.10

Performers

Each Party shall provide for performers the exclusive right to authorise or prohibit:

1. the fixation¹ of their performances;
2. the direct or indirect, temporary or permanent reproduction by any means and in any form, in whole or in part of fixations of their performances;
3. the distribution to the public, by sale or otherwise, of the fixations of their performances;
4. the making available to the public of fixations of their performances, by wire or wireless means, in such a way that members of the public may access them from a place and at a time individually chosen by them;
5. the broadcasting by wireless means and the communication to the public of their performances, except where the performance is itself already a broadcast performance or is made from a fixation.

Article 25.11

Producers of phonograms

Each Party shall provide for phonogram producers the exclusive right to authorise or prohibit:

1. the direct or indirect, temporary or permanent, reproduction by any means and in any

¹ Fixation means the embodiment of sounds, or of the representations thereof, from which they can be perceived, reproduced or communicated through a device.

- form, in whole or in part of their phonograms;
2. the distribution to the public, by sale or otherwise, of their phonograms, including copies thereof;
 3. the making available to the public of their phonograms, by wire or wireless means, in such a way that members of the public may access them from a place and at a time individually chosen by them;
 4. the commercial rental of their phonograms to the public.

Article 25.12

Broadcasting organisations

Each Party shall provide broadcasting organisations with the exclusive right to authorise or prohibit:

1. the fixation of their broadcasts transmitted by wireless means;
2. the direct or indirect, temporary or permanent reproduction by any means and in any form, in whole or in part, of fixations of their broadcasts transmitted by wireless means;
3. the rebroadcasting of their broadcasts by wireless means, as well as the communication to the public² of their broadcasts if such communication is made in places accessible to the public against payment of an entrance fee.

Article 25.13

Broadcasting and communication to the public of phonograms published for commercial purposes³

1. Each Party shall provide a right in order to ensure that a single equitable remuneration is paid by the user to the performers and producers of phonograms, if a phonogram published for commercial purposes, or a reproduction of such phonogram, is used for broadcasting or communication to the public.⁴

² It is understood that nothing in this paragraph prevents a Party from determining the conditions under which this right may be exercised, in accordance with Article 13(d) of the Rome Convention.

³ Each Party may grant more extensive rights, as regards the broadcasting and communication to the public of phonograms published for commercial purposes, to performers and producers of phonograms.

⁴ For the purposes of this Article, 'communication to the public' does not include the making available to the public of a phonogram, by wire or wireless means, in such a way that members of the public may access them from a place and at a time individually chosen by them.

2. Each Party shall ensure that the single equitable remuneration is shared between the relevant performers and phonogram producers. Each Party may enact legislation that, in the absence of an agreement between performers and producers of phonograms, sets the terms according to which performers and producers of phonograms shall share the single equitable remuneration.

Article 25.14

Term of protection

1. The rights of an author of a work shall run for the life of the author and for not less than 70 years after his death, irrespective of the date when the work is lawfully made available to the public⁵.

2. In the case of a work of joint authorship, the term referred to in paragraph 1 shall be calculated from the death of the last surviving author.

3. In the case of anonymous or pseudonymous works, the term of protection shall run for not less than 70 years after the work is lawfully made available to the public. However, when the pseudonym adopted by the author leaves no doubt as to his identity, or if the author discloses his identity during the period referred to in the first sentence, the term of protection applicable shall be that laid down in paragraph 1.

4. The term of protection of cinematographic or audiovisual works shall expire not less than 70 years after the death of the last surviving author. It shall be a matter for the legislation of the Parties to determine the persons that are to be considered authors of a cinematographic or audiovisual work.

5. The rights of broadcasting organisations shall expire 50 years after the first transmission of a broadcast.

6. The rights of performers shall expire not less than 50 years after the date of the fixation of the performance.

⁵ Where a Party provides a special term of protection where a legal person is designated as the rightholder, the term of protection shall run for not less than 70 years after the work is lawfully made available to the public.

If a fixation of the performance is lawfully published or, where provided for by a Party, lawfully communicated to the public within this period, the term of protection shall be calculated from the date of the first such publication or, where provided by a Party, the first such communication to the public. Where a Party provides for both possibilities, the term of protection shall be calculated from whichever event occurs earlier.

With respect to the fixation of the performance in a phonogram, the term of protection shall be not less than 70 years after the date of the first such publication or, where provided for by a Party, the first such communication to the public. Where a Party provides for both possibilities, the term of protection shall be calculated from whichever event occurs earlier.

7. The rights of producers of phonograms shall expire not less than 50 years after the fixation is made. However, if the phonogram has been lawfully published or, where provided for by a Party, lawfully communicated to the public within this period, the said rights shall expire not less than 70 years from the date of the first such publication or, where provided for by a Party, the first such communication to the public.

The Parties may adopt or maintain effective measures in order to ensure that the profit generated during the 20 years of protection beyond 50 years is shared fairly between the performers and the producers of phonograms.

Article 25.15

Resale right

1. Each Party shall provide, for the benefit of the author of an original work of graphic or plastic art, a resale right, to be defined as an inalienable right, which cannot be waived, even in advance, to receive a royalty based on the sale price obtained, for any resale of the work, subsequent to the first transfer of the work by the author⁶.

2. The right referred to in paragraph 1 shall apply to all acts of resale involving as sellers, buyers or intermediaries art market professionals, such as salesrooms, art galleries and, in general, any dealers in works of art.

3. Each Party may provide that the right referred to in paragraph 1 shall not apply to acts

⁶ Notwithstanding this Article, the first paragraph of Article 36 of Law No. 17.366 of Chile as it stood on [XX.XX.XXXX] may continue to apply with respect to the calculation of royalties.

of resale where the seller has acquired the work directly from the author less than three years before that resale and where the resale price does not exceed a certain minimum amount.]

Article 25.16

Collective Management of Rights

1. The Parties promote cooperation between their respective collective management organisations for the purpose of fostering the availability of works and other protected subject matter in the territories of the Parties and the transfer of rights revenue between the respective collective management organisations for the use of such works or other protected subject matter.
2. The Parties promote transparency of collective management organisations, in particular regarding rights revenue they collect, deductions they apply to rights revenue they collect, the use of the rights revenue collected, the distribution policy and their repertoire.
3. Each Party shall ensure that collective management organisations established in its territory and representing another collective management organisation established in the territory of the other Party by way of a representation agreement, are encouraged to accurately, regularly and diligently pay amounts owed to the represented collective management organisations as well as provide the represented collective management organisation with the information on the amount of rights revenue collected on its behalf and any deductions made to this rights revenue.

Article 25.17

Exceptions and limitations

Each Party shall provide for limitations or exceptions to the rights only in certain special cases which do not conflict with a normal exploitation of the work or other subject-matter and do not unreasonably prejudice the legitimate interests of the right holders.

Article 25.18

Protection of Technological Measures

1. Each Party shall provide adequate legal protection against the circumvention of any effective technological measures, which the person concerned, carries out in the knowledge, or with reasonable grounds to know, that he or she is pursuing that objective.

2. Each Party shall provide adequate legal protection against the manufacture, import, distribution, sale, rental, advertisement for sale or rental, or possession for commercial purposes of devices, products or components or the provision of services which:
 - (a) are promoted, advertised or marketed for the purpose of circumvention of, or
 - (b) have only a limited commercially significant purpose or use other than to circumvent, or
 - (c) are primarily designed, produced, adapted or performed for the purpose of enabling or facilitating the circumvention of any effective technological measures.

3. For the purposes of this Sub-Section, the expression 'technological measures' means any technology, device or component that, in the normal course of its operation, is designed to prevent or restrict acts, in respect of works or other subject-matter⁷, which are not authorised by the right holder of any copyright or related right as provided for by the law of a Party. Technological measures shall be deemed 'effective' where the use of a protected work or other subject matter is controlled by the right holders through application of an access control or protection process, such as encryption, scrambling or other transformation of the work or other subject-matter or a copy control mechanism, which achieves the protection objective.

4. Notwithstanding the legal protection provided for in paragraph 1, in the absence of voluntary measures taken by the right-holders, each Party may take appropriate measures, as necessary, to ensure that the adequate legal protection against the circumvention of effective technological measures provided for in accordance with this Article does not prevent beneficiaries of exceptions or limitations provided for in accordance with Article 25.17 on exceptions and limitations from enjoying such exceptions or limitations.

Article 25.19

⁷ It is understood that the expression 'works or other subject matter' in this sentence does not cover works or other subject matter whose term of protection has expired.

Obligations concerning Rights Management Information

1. Each Party shall provide adequate legal protection against any person knowingly performing without authority any of the following acts:

- (a) the removal or alteration of any electronic rights-management information;
- (b) the distribution, importation for distribution, broadcasting, communication or making available to the public of works or other subject-matter protected under this Sub-Section from which electronic rights-management information has been removed or altered without authority,

if such person knows, or has reasonable grounds to know, that by so doing he is inducing, enabling, facilitating or concealing an infringement of any copyright or any related rights as provided by national legislation.

2. For the purposes of this Article, the expression “rights-management information” means any information provided by right holders which identifies the work or other subject-matter referred to in this Article, the author or any other right holder, or information about the terms and conditions of use of the work or other subject-matter, and any numbers or codes that represent such information.

3. Paragraph 2 shall apply when any of these items of information is associated with a copy of, or appears in connection with the communication to the public of, a work or other subject-matter referred to in this Article.

Sub-Section 2

Trademarks

Article 25.20

International Agreements

Each Party:

- shall accede to/ adhere to the *Protocol related to the Madrid Agreement concerning the International Registration of Marks*,
- shall comply with the *Trademark Law Treaty* and with the *Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks*, and

- shall make all reasonable efforts to accede to the *Singapore Treaty on the Law of Trademarks*.

Article 25.21

Rights conferred by a trademark

Each Party shall provide that the owner of a registered trademark has the exclusive right to prevent third parties that do not have the owner's consent from using in the course of trade identical or similar signs to those in respect of which the trademark is registered, where such use would result in a likelihood of confusion. In the case of the use of an identical sign for identical goods or services, a likelihood of confusion shall be presumed.

Article 25.22

Registration Procedure

- 1 Each Party shall provide for a system for the registration of trademarks in which each final negative decision, including partial refusal, taken by the relevant trademark administration shall be communicated in writing to the relevant party and duly reasoned.
2. Each Party shall provide for the possibility to oppose trademark applications or, when appropriate according to domestic legislation, trademark registrations. Such opposition proceedings shall be adversarial.
3. Each Party shall provide a publicly available electronic database of trademark applications and trademark registrations.

Article 25.23

Well-known Trademarks

For the purpose of giving effect to protection of well-known trademarks, as referred to in Article 6*bis* of the Paris Convention (1967) and Article 16(2) and (3) of the TRIPS Agreement, the Parties affirm the importance of the Joint Recommendation adopted by the assembly of the Paris Union for the Protection of Industrial Property and the General Assembly of the World Intellectual Property Organization (WIPO) at the Thirty-Fourth

Article 25.24

Exceptions to the Rights Conferred by a Trademark

1. Each Party:

(a) shall provide for the fair use of descriptive terms as a limited exception to the rights conferred by trademarks; and

(b) may provide for other limited exceptions, provided that these exceptions take account of the legitimate interests of the owners of the trademarks and of third parties.

2. The trademark shall not entitle the proprietor to prohibit a third party from using, in the course of trade:

(a) his own name or address;

(b) indications concerning the kind, quality, quantity, intended purpose, value, geographical origin, the time of production of goods or of rendering of the service, or other characteristics of goods or services;

(c) the trademark where it is necessary to indicate the intended purpose of a good or service, in particular as accessories or spare parts;

provided he uses them in accordance with honest practices in industrial or commercial matters⁸.

3. Each Party may provide that the trademark shall not entitle the proprietor to prohibit a third party from using, in the course of trade, an earlier right which only applies in a particular locality if that right is recognised by the laws of the Party in question and within the limits of the territory in which it is recognised.

Article 25.25

⁸ Alternatively, a Party may make such use subject to not being misleading or creating confusion among the relevant part of the public.

Grounds for revocation

1. Each Party shall provide that a trademark shall be liable to revocation if, within a continuous period of five years, it has not been put to genuine use in the relevant territory in connection with the goods or services in respect of which it is registered, and there are no proper reasons for non-use.

However, a Party may provide that no person may claim that the proprietor's rights in a trademark should be revoked where, during the interval between expiry of the five-year period and filing of the application for revocation, genuine use of the trademark has been started or resumed. The commencement or resumption of use within a period of three months preceding the filing of the application for revocation which began at the earliest on expiry of the continuous period of five years of non-use, shall, however, be disregarded where preparations for the commencement or resumption occur only after the proprietor becomes aware that the application for revocation may be filed.

2. A trademark shall also be liable to revocation if, after the date on which it was registered in consequence of acts or inactivity of the proprietor, it has become the common name in the trade for a good or service in respect of which it is registered.⁹

Article 25.26

Bad faith applications

A trademark shall be liable to be declared invalid where the application for registration of the trademark was made in bad faith by the applicant. Each Party may also provide that such a trademark shall not be registered.

Sub-Section 3

Designs¹⁰

Article 25.27

⁹ A trademark may also be liable to revocation if, after the date on which it was registered in consequence of the use made of it by the proprietor of the trademark or with his consent in respect of the goods or services for which it is registered, it is liable to mislead the public, particularly as to the nature, quality or geographical origin of those goods or services.

¹⁰ References in this Chapter to designs are those to registered industrial designs.

International Agreements

Each Party shall make all reasonable efforts to accede to the Geneva Act to The Hague Agreement Concerning the International Registration of Industrial Designs (1999).

Article 25.28

Protection of Registered Designs¹¹

1. Each Party shall provide for the protection of independently created designs that are new or original.¹² This protection shall be provided by registration and shall confer an exclusive right upon their holders in accordance with the provisions of this article.

2. The holder of a registered design shall have the right to prevent third parties not having the holder's consent at least from making, selling, importing, exporting the product bearing and embodying the protected design or using articles bearing or embodying the protected design when such acts are undertaken for commercial purposes, unduly prejudice the normal exploitation of the design, or are not compatible with fair trade practice.

3. A design applied to or incorporated in a product which constitutes a component part of a complex product shall only be considered to be new or original:

(a) if the component part, once it has been incorporated into the complex product, remains visible during normal use of the latter, and

(b) to the extent that those visible features of the component part fulfil in themselves the requirements as to novelty or originality.

4. "Normal use" within the meaning of paragraph 3(a) shall mean use by the end user, excluding maintenance, servicing or repair work.

Article 25.29

¹¹ For the purposes of Sub-Section (Designs), the Union also grants protection to the unregistered design when it meets the requirements of Council Regulation (EC) No. 6/2002 of 12 December 2001 on Community designs, as last amended by Council Regulation (EC) No. 1891/2006 of 18 December 2006.

¹² The Parties agree that when the domestic law of a Party so provides, individual character of designs can also be required. This refers to designs that significantly differ from known designs or combinations of known designs' features. The Union considers designs to have individual character if the overall impression it produces on the informed users differs from the overall impression produced on such a user by any design which has been made available to the public.

Duration of Protection

The duration of protection available shall amount to at least 15 years from the date of filing of the application.

Article 25.30

Exceptions and exclusions

1. Each Party may provide limited exceptions to the protection of designs provided that such exceptions do not unreasonably conflict with the normal exploitation of protected designs and do not unreasonably prejudice the legitimate interests of the holder of the protected design, taking account of the legitimate interests of third parties.
2. Design protection shall not extend to designs dictated essentially by technical or functional considerations. In particular a design right shall not subsist in features of appearance of a product which must necessarily be reproduced in their exact form and dimensions in order to permit the product in which the design is incorporated or to which it is applied to be mechanically connected to or placed in, around or against another product so that either product may perform its function.
3. By way of derogation from paragraph 2, a design may subsist in a design, which has the purpose of allowing the multiple assembly or connection of mutually interchangeable products within a modular system.

Article 25.31

Relationship to Copyright

A design shall also be eligible for protection under the law of copyright of a Party as from the date on which the design was created or fixed in any form. The extent to which, and the conditions under which, such a protection is conferred, including the level of originality required, shall be determined by each Party.

Sub-Section 4

Geographical Indications

Article 25.32

Definition and Scope of application

1. Geographical indications are, for the purposes of this Agreement, indications, which identify a good as originating in the territory of a Member, or a region or locality in that territory, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin.
2. This Sub-section applies to geographical indications, which identify products listed in Annex III.
3. The Parties agree to consider extending the scope of geographical indications covered by this Sub-section after its entry into force to other product classes of geographical indications not covered by the scope referred to in paragraph 2, and in particular handicrafts, by taking into account the legislative development of the Parties.
4. Geographical indications of a Party to be protected by the other Party shall only be subject to this Sub-Section if they are protected as such in the country of origin.

Article 25.33

Listed geographical indications

Parties, having examined both the legislation of the other Party referred to in Annex I to this Sub-Section and the geographical indications of the other Party listed in Parts A and B in Annex III, and having completed proper publicity measures, in accordance with the laws and practices of each Party, undertake to protect those geographical indications listed in Annex III in accordance with the level of protection laid down in this Sub-Section.

Article 25.34

Amendment of the list of geographical indications

Parties agree on the possibility to amend the list of geographical indications to be protected in Annex III as laid down in this Agreement in accordance with Article X.25.33. Additions to the Annex III from each Party shall not exceed 45 geographical indications every 3 years following the entry into force of the agreement. New geographical indications shall be added after having completed the opposition procedure in accordance with the criteria set out in Annex II and after having examined the geographical indications, to the satisfaction of both Parties. This shall also be applicable to amendments of listed geographical indications in Annex III unless this is considered a minor change by both Parties related to the spelling of a protected GI or the reference to the denomination of the geographical area it is attributable to. A geographical indication shall be included by mutual consent of the Parties.

Article 25.35

Scope of protection of geographical indications

1.- The geographical indications listed in Annex III, as well as those added pursuant to Article 25.34, shall be protected against:

a) any commercial use of the geographical indication, for the same type of product and that either:

(i) does not originate in the place of origin specified in Annex III for that geographical indication; or

(ii) does originate in the place of origin specified in Annex III for that geographical indication but was not produced or manufactured in accordance with the product specification of the protected name, even where the name is accompanied by terms such as 'kind', 'type', 'style', 'imitation', 'flavour', or other expressions of the sort.

(b) the use of any means in the designation or presentation of a good that indicates or suggests that the good, in question originates in a geographical area other than the true place of origin in a manner which bears the risk to mislead the public as to the geographical origin of the good.

(c) any use which constitutes an act of unfair competition within the meaning of Article 10 bis of the Paris Convention for the Protection of Industrial Property (1967) done at Stockholm on 14 July 1967, including the exploitation of the reputation of a geographical indication or any false or misleading indication as to the provenance, origin, nature or essential qualities of the product, on the inner or outer packaging, advertising material, or the documents related to the goods themselves, and any practice liable to mislead the consumer as to the true origin of the product.

2.- Protected geographical indications shall not become generic in the territories of the Parties.

3.- There shall be no obligation under this Sub-section to protect geographical indications, which are not or cease to be protected in their territory of origin.

Furthermore, no Party shall preclude the possibility that the protection or recognition of a geographical indication may be cancelled by the competent authorities in the territory of its origin on the basis that the protected or recognized term has ceased meeting the conditions upon which the protection or recognition was originally granted in its territory of origin.

The Parties shall notify each other if a geographical indication ceases to be protected in its territory of origin. Such notification shall take place in accordance with procedures laid down in Article X.25.40

4.- Nothing in this agreement shall prejudice the right of any person to use, in the course of trade, that person's name or that person's predecessor in business, except where such name is used with the purpose to mislead the public.

5- The protection provided under this Article shall apply to the translation of the geographical indications listed in Annex III, if the use of such translation bears the risk to mislead the public.

If a translation of a geographical indication is identical with or contains within it generic or descriptive terms, including nouns and adjectives, or customary in common language, as the common name for a product in the territory of a Party, or if a geographical indication is not identical with but contains within it such a term, the provisions of this Sub-Section shall not prejudice the right of any person to use that term in association with that product.

6.- The protection provided under this Sub-section shall not apply to an individual component of a multicomponent term that is protected as a geographical indication contained in Annex III, if the individual component¹³ is a term in the common language as the common name for the associated product.

7.- Nothing in this Sub-Section shall prevent the use in the territory of a Party, with respect to any product, of a name of a plant variety or an animal breed.¹⁴

8.- For new geographical indications to be added, nothing shall require a Party to protect a geographical indication which is identical to the term customary in common language as the common name for the associated good in the territory of that Party.¹⁵

Article 25.36

¹³ As indicated in Appendix to Annex III, which contains terms for which protection is not sought.

¹⁴ The Parties define in the Appendix to Annex III the plants varieties and animal breeds the use of which shall not be prevented.

¹⁵ In determining for new geographical indications to be added, whether a term is the term customary in common language as the common name for the relevant good in the territory of a Party, that Party's authorities shall have the authority to take into account how consumers understand the term in the territory of that Party. Factors relevant to such consumer understanding may include: (a) whether the term is used to refer to the type of good in question, as indicated by competent sources such as dictionaries, newspapers and relevant websites; or (b) how the good referenced by the term is marketed and used in trade in the territory of that Party.

Right of use of geographical indications

1. A name protected under this Sub-section may be used by any operator marketing a product which conforms to the corresponding specification.
2. Once a geographical indication is protected under this Sub-section, the use of such protected name shall not be subject to any registration of users, or further charges.

Article 25.37

Relation between trademarks and geographical indications

1. Parties shall refuse to register a trademark the use of which would contravene Article 25.35 and which relates to a same type of product, provided the application to register the trade mark is submitted after the date of application for protection of the geographical indication in the territory of the Party concerned.

Trademarks registered in breach of the first subparagraph shall be invalidated, *ex officio* or at the request of an interested party, in accordance with the Law and practices of the Parties.

2. For geographical indications referred to in Article 25.33, the date of submission of the application for protection referred to in paragraph 1 shall be 1 November 2022.
3. For geographical indications referred to in Article 25.34, the date of submission of the application for protection shall be the date of the transmission of a request to the other Party to protect a geographical indication provided the successful conclusion of the process.
4. The Parties shall protect geographical indications also where a prior trade mark exists. A prior trade mark shall mean a trade mark the use of which contravenes Article 25.35, which has been applied for registered or established by use, if that possibility is provided for by the legislation concerned, in good faith in the territory of one Party before the date on which the application for protection of the geographical indication is submitted by the other Party under this Agreement. Prior registered trademarks in “good faith” can be continued to be renewed and to be subject to variations that may require the filing of new trademark applications, provided that these variations are not undermining the protection of geographical indications and there are no grounds for invalidation of the trademark under the Parties law.

Article 25.38

Enforcement of protection

Parties shall enforce the protection provided for in Articles 25.35 to 25.37 by administrative action at the request of an interested party. Additional administrative and judicial steps to prevent or stop the unlawful use of protected geographical indications shall be provided by

the Parties, within their own legal system and practice.

Article 25.39

General rules

1. A Party shall not be required to protect a name as a geographical indication under this Agreement if that name conflicts with the name of a plant variety or an animal breed and as a result is likely to mislead the consumer as to the true origin of the product.
2. If geographical indications of the Parties are homonymous, protection shall be granted by the other Party to each indication provided there is sufficient distinction in practice between conditions of usage and presentation of the names, so as to not mislead the consumer.
3. Where a Party, in the context of bilateral negotiations with a third party, proposes to protect a geographical indication of that third party which is homonymous with a geographical indication of the other Party, the latter shall be informed and be given the opportunity to comment before that name is protected.
4. Import, export and marketing of products corresponding to the names referred to in Annex III shall be conducted in compliance with the laws and regulations applying in the territory of the Party in which the products are placed on the market.
5. Any matter arising from product specifications of protected geographical indications shall be dealt with in the [Sub-] Committee established in Article 25.40.
6. The geographical indications protected under this Agreement may only be cancelled by the Party in which the product originates.
7. A product specification referred to in this Sub-Section shall be that approved, including any amendments also approved, by the authorities of the Party in the territory from which the product originates.

Article 25.40

[Sub-] Committee, co-operation and transparency

Parties agree to set up a [Sub-] Committee consisting of representatives of the European Union and Chile with the purpose of monitoring the development of this Sub-Section and of intensifying their co-operation and dialogue on geographical indications.

The [Sub-] Committee adopts its decisions by consensus. It shall determine its own rules of procedure. It shall meet at the request of either of the Parties, alternatively in the European Union and in Chile, at a time and a place and in a manner (which may include by videoconference) mutually determined by the Parties, but no later than [90] days after the request.

The [Sub-] Committee shall also see to the proper functioning of this Sub-Section and may consider any matter related to its implementation and operation. In particular, it shall be responsible for:

- (a) [recommending] to amend Annex I as regards the references to the law applicable in the Parties,
- (b) [recommending] to amend Annex II as regards the criteria to be included in the opposition procedure,
- (c) [recommending] to modify Annex III as regard to geographical indications,
- (d) exchanging information on legislative and policy developments on geographical indications and any other matter of mutual interest in the area of geographical indications,
- (e) exchanging information on geographical indications for the purpose of considering their protection in accordance with this Sub-Section.

Parties shall notify each other if a geographical indication listed in Annex III ceases to be protected in the territory of the Party concerned. Following such notification, the [Sub-] Committee shall modify Annex III in accordance with paragraph 3(c) to end the protection under this Agreement.

Only the Party in which the product originates is entitled to request the end of the protection under this Agreement/Sub-Section of a geographical indication listed in Annex III.

Parties shall notify, determine the nature, and apply of any minor change related to the spelling of a protected GI or the reference to the denomination of the geographical area it is attributable to.

Parties shall, either directly or through the [Sub-Committee], remain in contact directly on all matters relating to the implementation and the functioning of this Sub-Section. In particular, a Party may request from the other Party information relating to product specifications and their amendments, as well as contact points for control provisions.

Parties may make publicly available the product specifications or a summary thereof and contact points for control provisions corresponding to the geographical indications of the other Party protected pursuant to this Sub-Section.

Article 25.41

Other protection

This Sub-Section shall apply without prejudice to the rights and obligations of the Parties in accordance with the Agreement establishing the World Trade Organisation, or any other multilateral agreement on intellectual property law to which Chile and the European Union are contracting parties.

The provisions of this Sub-section are without prejudice to the right to seek recognition and protection of a geographical indication under the relevant legislation of the Parties.

ANNEX I

Legislation of the Parties

1. EUROPEAN UNION

- (a) Regulation (EU) No 1151/2012¹⁶ of the European Parliament and of the Council of 21 November 2012 on quality schemes for agricultural products and foodstuffs and its implementing Acts.

2. CHILE

- (a) Law No. 19.039, which establishes rules applicable to industrial privileges and protection of industrial property rights, as last amended by Law No. 21.355, which amends Law No. 19.039, on industrial property, and Law No. 20.254, which establishes the National Institute of Industrial Property.
- (b) Supreme Decree No. 236 of the Ministry of Economy, Development and Reconstruction, of August 25, 2005, approving the Regulations of Law No. 19,039, on Industrial Property.

ANNEX II

Criteria to be included in the opposition procedure as referred to in Article X.25.33

- a. List of name(s) with the corresponding transcription into Latin characters;
- b. The product type;
- c. An invitation:
 - in the case of the European Union, to any natural or legal persons except those established or resident in Chile,
 - in the case of Chile, to any natural or legal persons except those established or resident in a Member State of the European Union,

¹⁶ OJ L 343, 14.12.2012, p. 1.

- having a legitimate interest, to submit objections to such protection by lodging a duly substantiated statement;
- d. Statements of opposition must reach the European Commission or Chile's Governments within 2 months from the date of publication of the information notice;
- e. Statements of opposition shall be admissible only if they are received within the time-limit set out above and if they show that the protection of the name proposed would:
- conflict with the name of a plant variety, including a wine grape variety or an animal breed and as a result is likely to mislead the consumer as to the true origin of the product;
 - be a name which misleads the consumer into believing that products come from another territory;
 - in the light of a trademark's reputation and renown and the length of time it has been used, be liable to mislead the consumer as to the true identity of the product;
 - affect the existence of an entirely or partly identical name, or the existence or distinctiveness of a trademark, or affects products which have been legally in good faith on the market preceding the date of the publication of this notice;
 - or if they can give details which indicate that the name, for which protection and registration is considered, is generic.
- f. The criteria referred to above shall be evaluated in relation to the territory of the European Union, which in the case of intellectual property rights refers only to the territory or territories where the said rights are protected, and of Chile.

ANNEX III

Part A

Geographical indications of the European Union as referred to in Article 25.33

Country	Designation Name	Product Type
AUSTRIA	STEIRISCHER KREN	Fruit, vegetables and cereals fresh or processed
AUSTRIA	STEIRISCHES KÜRBISKERNÖL	Oils and fats (butter, margarine, etc.)
AUSTRIA	TIROLER BERGKÄSE	Cheeses
AUSTRIA	TIROLER GRAUKÄSE	Cheeses
AUSTRIA	TIROLER SPECK	Meat products (cooked, salted, smoked, etc.)
AUSTRIA	VORARLBERGER BERGKÄSE	Cheeses
BELGIUM	BEURRE D'ARDENNE	Oils and fats (butter,

Country	Designation Name	Product Type
		margarine, etc.)
BELGIUM	FROMAGE DE HERVE	Cheeses
BELGIUM	JAMBON D'ARDENNE	Meat products (cooked, salted, smoked, etc.)
BELGIUM	PÂTÉ GAUMAIS	Baked meat pastry
BELGIUM	PLATE DE FLORENVILLE	Fruit, vegetables and cereals fresh or processed
BULGARIA	БЪЛГАРСКО РОЗОВО МАСЛО (BULGARSKO ROZOVO MASLO)	Essential oils
CYPRUS	ΓΛΥΚΟ ΤΡΙΑΝΤΑΦΥΛΛΟ ΑΓΡΟΥ (GLYKO TRIANTAFYLLO AGROU)	Bread, pastry, cakes, confectionery, biscuits and other baker's wares
CYPRUS	ΛΟΥΚΟΥΜΙ ΓΕΡΟΣΚΗΠΟΥ (LOUKOUMI GEROSKIPOU)	Bread, pastry, cakes, confectionery, biscuits and other baker's wares
CZECH REPUBLIC	BUDĚJOVICKÉ PIVO ⁱ	Beers
CZECH REPUBLIC	BUDĚJOVICKÝ MĚŠŤANSKÝ VAR ⁱⁱ	Beers
CZECH REPUBLIC	ČESKÉ PIVO	Beers
CZECH REPUBLIC	ČESKOBUDĚJOVICKÉ PIVO ⁱⁱⁱ	Beers
CZECH REPUBLIC	ŽATECKÝ CHMEL ^{iv}	Hops
GERMANY	AACHENER PRINTEN	Bread, pastry, cakes, confectionery, biscuits and other baker's wares
GERMANY	ALLGÄUER BERGKÄSE	Cheeses
GERMANY	ALLGÄUER EMMENTALER	Cheeses
GERMANY	BAYERISCHE BREZE / BAYERISCHE BREZN / BAYERISCHE BREZ'N / BAYERISCHE BREZEL	Bread, pastry, cakes, confectionery, biscuits and other baker's wares
GERMANY	BAYERISCHES BIER	Beers
GERMANY	BREMER BIER	Beers
GERMANY	DORTMUNDER BIER	Beers
GERMANY	DRESDNER CHRISTSTOLLEN / DRESDNER STOLLEN / DRESDNER WEIHNACHTSSTOLLEN	Bread, pastry, cakes, confectionery, biscuits and other baker's wares
GERMANY	HOLSTEINER KATENSCHINKEN / HOLSTEINER SCHINKEN / HOLSTEINER KATENRAUCHSCHINKEN / HOLSTEINER KNOCHENSCHINKEN	Meat products (cooked, salted, smoked, etc.)
GERMANY	HOPFEN AUS DER HALLERTAU ^v	Hops
GERMANY	KÖLSCH	Beers
GERMANY	KULMBACHER BIER	Beers
GERMANY	LÜBECKER MARZIPAN	Bread, pastry, cakes, confectionery, biscuits and

Country	Designation Name	Product Type
		other baker's wares
GERMANY	MÜNCHENER BIER	Beers
GERMANY	NÜRNBERGER BRATWÜRSTE; NÜRNBERGER ROSTBRATWÜRSTE	Meat products (cooked, salted, smoked, etc.)
GERMANY	NÜRNBERGER LEBKUCHEN	Bread, pastry, cakes, confectionary, biscuits and other baker's wares
GERMANY	SCHWÄBISCHE SPÄTZLE / SCHWÄBISCHE KNÖPFLE	Pasta
GERMANY	SCHWARZWÄLDER SCHINKEN	Meat products (cooked, salted, smoked, etc.)
GERMANY	TETTNANGER HOPFEN	Hops
GERMANY	THÜRINGER ROSTBRATWURST	Meat products (cooked, salted, smoked, etc.)
DENMARK	DANABLU	Cheeses
DENMARK	ESROM	Cheeses
GREECE	ΓΡΑΒΙΕΡΑ ΚΡΗΤΗΣ (GRAVIERA KRITIS)	Cheeses
GREECE	ΓΡΑΒΙΕΡΑ ΝΑΞΟΥ (GRAVIERA NAXOU)	Cheeses
GREECE	ΕΛΙΑ ΚΑΛΑΜΑΤΑΣ (ELIA KALAMATAS)	Fruit, vegetables and cereals fresh or processed
GREECE	ΚΑΛΑΜΑΤΑ (KALAMATA) ^{vi}	Oils and fats (butter, margarine, etc.)
GREECE	ΚΑΣΕΡΙ (KASSERI)	Cheeses
GREECE	ΚΕΦΑΛΟΓΡΑΒΙΕΡΑ (KEFALOGRAVIERA)	Cheeses
GREECE	ΚΟΛΥΜΒΑΡΙ ΧΑΝΙΩΝ ΚΡΗΤΗΣ (KOLYMVARI CHANION KRITIS)	Oils and fats (butter, margarine, etc.)
GREECE	ΚΟΝΣΕΡΒΟΛΙΑ ΡΟΒΙΩΝ (KONSERVOLIA ROVION) ^{vii}	Fruit, vegetables and cereals fresh or processed
GREECE	ΚΟΡΙΝΘΙΑΚΗ ΣΤΑΦΙΔΑ ΒΟΣΤΙΤΣΑ (KORINTHIAKI STAFIDA VOSTITSA) ^{viii}	Fruit, vegetables and cereals fresh or processed
GREECE	ΚΡΟΚΟΣ ΚΟΖΑΝΗΣ (KROKOS KOZANIS)	Spices
GREECE	ΛΑΚΩΝΙΑ (LAKONIA)	Oils and fats (butter, margarine, etc.)
GREECE	ΛΥΓΟΥΡΙΟ ΑΣΚΛΗΠΠΕΙΟΥ (LYGOURIO ASKLIPIOU)	Oils and fats (butter, margarine, etc.)
GREECE	ΜΑΝΟΥΡΙ (MANOURI)	Cheeses
GREECE	ΜΑΣΤΙΧΑ ΧΙΟΥ (MASTICHA CHIOU)	Natural gums and resins
GREECE	ΠΕΖΑ ΗΡΑΚΛΕΙΟΥ ΚΡΗΤΗΣ (PEZA IRAKLIΟΥ KRITIS)	Oils and fats (butter, margarine, etc.)
GREECE	ΣΗΤΕΙΑ ΛΑΣΙΘΙΟΥ ΚΡΗΤΗΣ (SITIA LASITHIOU KRITIS)	Oils and fats (butter, margarine, etc.)
GREECE	ΦΕΤΑ (FETA) ^{ix}	Cheeses
GREECE	ΧΑΝΙΑ ΚΡΗΤΗΣ (CHANIA KRITIS)	Oils and fats (butter, margarine, etc.)
SPAIN	ACEITE DE LA RIOJA	Oils and fats (butter, margarine, etc.)

Country	Designation Name	Product Type
SPAIN	ACEITE DE TERRA ALTA ; OLI DE TERRA ALTA	Oils and fats (butter, margarine, etc.)
SPAIN	ACEITE DEL BAIX EBRE-MONTSIÀ ; OLI DEL BAIX EBRE-MONTSIÀ	Oils and fats (butter, margarine, etc.)
SPAIN	ACEITE DEL BAJO ARAGÓN	Oils and fats (butter, margarine, etc.)
SPAIN	ALFAJOR DE MEDINA SIDONIA	Bread, pastry, cakes, confectionery, biscuits and other baker's wares
SPAIN	ANTEQUERA	Oils and fats (butter, margarine, etc.)
SPAIN	AZAFRÁN DE LA MANCHA	Spices
SPAIN	BAENA	Oils and fats (butter, margarine, etc.)
SPAIN	CARNE DE VACUNO DEL PAÍS VASCO/EUSKAL OKELA	Fresh meat (and offal)
SPAIN	CECINA DE LEÓN	Meat products (cooked, salted, smoked, etc.)
SPAIN	CHORIZO RIOJANO	Meat products (cooked, salted, smoked, etc.)
SPAIN	CÍTRICOS VALENCIANOS; CÍTRICS VALENCIANS ^x	Fruit, vegetables and cereals fresh or processed
SPAIN	DEHESA DE EXTREMADURA	Meat products (cooked, salted, smoked, etc.)
SPAN	ESTEPA	Oils and fats (butter, margarine, etc.)
SPAIN	GUIJUELO	Meat products (cooked, salted, smoked, etc.)
SPAIN	IDIAZABAL	Cheeses
SPAIN	JABUGO	Meat products (cooked, salted, smoked, etc.)
SPAIN	JAMÓN DE TREVÉLEZ	Meat products (cooked, salted, smoked, etc.)
SPAIN	JAMÓN DE TERUEL/ PALETA DE TERUEL	Meat products (cooked, salted, smoked, etc.)
SPAIN	JIJONA	Bread, pastry, cakes, confectionary, biscuits and other baker's wares
SPAIN	LES GARRIGUES	Oils and fats (butter, margarine, etc.)
SPAIN	LOS PEDROCHES	Meat products (cooked, salted, smoked, etc.)
SPAIN	MAHÓN-MENORCA	Cheeses
SPAIN	PIMENTÓN DE LA VERA	Spices
SPAIN	PIMENTÓN DE MURCIA	Spices

Country	Designation Name	Product Type
SPAIN	POLVORONES DE ESTEPA	Bread, pastry, cakes, confectionary, biscuits and other baker's wares
SPAIN	PRIEGO DE CÓRDOBA	Oils and fats (butter, margarine, etc.)
SPAIN	QUESO MANCHEGO	Cheeses
SPAIN	QUESO TETILLA / QUEIXO TETILLA	Cheeses
SPAIN	SALCHICHÓN DE VIC; LLONGANISSA DE VIC	Meat products (cooked, salted, smoked, etc.)
SPAIN	SIDRA DE ASTURIAS ; SIDRA D'ASTURIES	Cider
SPAIN	SIERRA DE CÁDIZ	Oils and fats (butter, margarine, etc.)
SPAIN	SIERRA DE CAZORLA	Oils and fats (butter, margarine, etc.)
SPAIN	SIERRA DE SEGURA	Oils and fats (butter, margarine, etc.)
SPAIN	SIERRA MÁGINA	Oils and fats (butter, margarine, etc.)
SPAIN	SIURANA	Oils and fats (butter, margarine, etc.)
SPAIN	SOBRASADA DE MALLORCA	Meat products (cooked, salted, smoked, etc.)
SPAIN	TERNERA ASTURIANA	Fresh meat (and offal)
SPAIN	TERNERA DE NAVARRA ; NAFARROAKO ARATXEA	Fresh meat (and offal)
SPAIN	TERNERA GALLEGA	Fresh meat (and offal)
SPAIN	TORTA DEL CASAR	Cheese
SPAIN	TURRÓN DE ALICANTE	Bread, pastry, cakes, confectionary, biscuits and other baker's wares
SPAIN	VINAGRE DE JEREZ	Vinegar
FRANCE	ABONDANCE	Cheeses
FRANCE	BANON	Cheeses
FRANCE	BEAUFORT	Cheeses
FRANCE	BLEU D'AUVERGNE	Cheeses
FRANCE	BŒUF DE CHAROLLES ^{xi}	Fresh meat (and offal)
FRANCE	BRIE DE MEAUX	Cheeses
FRANCE	BRILLAT-SAVARIN	Cheeses
FRANCE	CAMEMBERT DE NORMANDIE	Cheeses
FRANCE	CANARD À FOIE GRAS DU SUD-OUEST (CHALOSSE, GASCOGNE, GERS, LANDES, PÉRIGORD, QUERCY)	Meat products (cooked, salted, smoked, etc.)
FRANCE	CANTAL ; FOURME DE CANTAL ;	Cheeses
FRANCE	CHABICHOU DU POITOU ^{xii}	Cheeses
FRANCE	CHAOURCE	Cheeses
FRANCE	COMTÉ	Cheeses
FRANCE	CROTTIN DE CHAVIGNOL ; CHAVIGNOL ^{xiii}	Cheeses

Country	Designation Name	Product Type
FRANCE	EMMENTAL DE SAVOIE	Cheeses
FRANCE	ÉPOISSES	Cheeses
FRANCE	FOURME D'AMBERT	Cheeses
FRANCE	GÉNISSE FLEUR D'AUBRAC ^{xiv}	Fresh meat (and offal)
FRANCE	GRUYÈRE ^{xv}	Cheeses
FRANCE	HUILE D'OLIVE DE HAUTE-PROVENCE	Oils and fats (butter, margarine, etc.)
FRANCE	HUILE ESSENTIELLE DE LAVANDE DE HAUTE-PROVENCE / ESSENCE DE LAVANDE DE HAUTE-PROVENCE	Essential oils
FRANCE	HUÎTRES MARENNES OLÉRON	Fresh fish, molluscs, and crustaceans and products derived therefrom
FRANCE	JAMBON DE BAYONNE	Meat products (cooked, salted, smoked, etc.)
FRANCE	LENTILLE VERTE DU PUY	Fruit, vegetables and cereals fresh or processed
FRANCE	MAROILLES / MAROLLES	Cheeses
FRANCE	MORBIER	Cheeses
FRANCE	MUNSTER ; MUNSTER-GÉROMÉ	Cheeses
FRANCE	NEUFCHÂTEL	Cheeses
FRANCE	NOIX DE GRENOBLE	Fruit, vegetables and cereals fresh or processed
FRANCE	PONT-L'ÉVÊQUE	Cheeses
FRANCE	PRUNEAUX D'AGEN ; PRUNEAUX D'AGEN MI-CUITS ^{xvi}	Fruit, vegetables and cereals fresh or processed
FRANCE	REBLOCHON ; REBLOCHON DE SAVOIE	Cheeses
FRANCE	ROQUEFORT	Cheeses
FRANCE	SAINTE-MAURE DE TOURAINE ^{xvii}	Cheeses
FRANCE	SAINT-MARCELLIN	Cheeses
FRANCE	SAINT-NECTAIRE	Cheeses
FRANCE	TOMME DE SAVOIE	Cheeses
FRANCE	TOMME DES PYRÉNÉES	Cheeses
FRANCE	VEAU D'AVEYRON ET DU SÉGALA	Fresh meat (and offal)
FRANCE	VEAU DU LIMOUSIN ^{xviii}	Fresh meat (and offal)
FRANCE	VOLAILLES DE LOUÉ	Fresh meat (and offal)
CROATIA	BARANJSKI KULEN	Meat products (cooked, salted, smoked, etc.)
CROATIA	DALMATINSKI PRŠUT	Meat products (cooked, salted, smoked, etc.)
CROATIA / SLOVENIA	ISTARSKI PRŠUT / ISTRSKI PRŠUT	Meat products (cooked, salted, smoked, etc.)
CROATIA	KRČKI PRŠUT	Meat products (cooked, salted, smoked, etc.)
HUNGARY	CSABAI KOLBÁSZ/CSABAI VASTAGKOLBÁSZ	Meat products (cooked, salted, smoked, etc.)
HUNGARY	GYULAI KOLBÁSZ / GYULAI PÁROSKOLBÁSZ	Meat products (cooked, salted, smoked, etc.)

Country	Designation Name	Product Type
HUNGARY	KALOCSAI FŰSZERPAPRIKA-ŐRLEMÉNY	Spices
HUNGARY	SZEGEDI FŰSZERPAPRIKA-ŐRLEMÉNY/SZEGEDI PAPRIKA	Spices
HUNGARY	SZEGEDI SZALÁMI ; SZEGEDI TÉLISZALÁMI	Meat products (cooked, salted, smoked, etc.)
IRELAND	CLARE ISLAND SALMON	Fresh fish, molluscs, and crustaceans and products derived therefrom
IRELAND	IMOKILLY REGATO	Cheeses
ITALY	ACETO BALSAMICO DI MODENA	Vinegar
ITALY	ACETO BALSAMICO TRADIZIONALE DI MODENA	Vinegar
ITALY	APRUTINO PESCARERE	Oils and fats (butter, margarine, etc.)
ITALY	ASIAGO	Cheeses
ITALY	BRESAOLA DELLA VALTELLINA	Meat products (cooked, salted, smoked, etc.)
ITALY	CANTUCCINI TOSCANI / CANTUCCI TOSCANI	Bread, pastry, cakes, confectionary, biscuits and other baker's wares
ITALY	COPPA PIACENTINA	Meat products (cooked, salted, smoked, etc.)
ITALY	COTECHINO MODENA	Meat products (cooked, salted, smoked, etc.)
ITALY	CULATELLO DI ZIBELLO	Meat products (cooked, salted, smoked, etc.)
ITALY	FONTINA	Cheeses
ITALY	GARDA	Oils and fats (butter, margarine, etc.)
ITALY	GORGONZOLA	Cheeses
ITALY	GRANA PADANO	Cheeses
ITALY	MELA ALTO ADIGE ; SÜDTIROLER APFEL	Fruit, vegetables and cereals fresh or processed
ITALY	MELA VAL DI NON	Fruit, vegetables and cereals fresh or processed
ITALY	MONTASIO	Cheeses
ITALY	MORTADELLA BOLOGNA	Meat products (cooked, salted, smoked, etc.)
ITALY	MOZZARELLA DI BUFALA CAMPANA	Cheeses
ITALY	PANCETTA PIACENTINA	Meat products (cooked, salted, smoked, etc.)
ITALY	PARMIGIANO REGGIANO ^{xix}	Cheeses
ITALY	PASTA DI GRAGNANO	Pasta
ITALY	PECORINO ROMANO	Cheeses
ITALY	PECORINO TOSCANO	Cheeses
ITALY	POMODORO SAN MARZANO DELL'AGRO SARNESE-NOCERINO ^{xx}	Fruit, vegetables and cereals fresh or processed

Country	Designation Name	Product Type
ITALY	PROSCIUTTO DI MODENA	Meat products (cooked, salted, smoked, etc.)
ITALY	PROSCIUTTO DI NORCIA	Meat products (cooked, salted, smoked, etc.)
ITALY	PROSCIUTTO DI PARMA	Meat products (cooked, salted, smoked, etc.)
ITALY	PROSCIUTTO DI SAN DANIELE	Meat products (cooked, salted, smoked, etc.)
ITALY	PROSCIUTTO TOSCANO	Meat products (cooked, salted, smoked, etc.)
ITALY	PROVOLONE VALPADANA	Cheeses
ITALY	RAGUSANO	Cheeses
ITALY	SALAMINI ITALIANI ALLA CACCIATORA	Meat products (cooked, salted, smoked, etc.)
ITALY	SPECK ALTO ADIGE / SÜDTIROLER MARKENSPECK / SÜDTIROLER SPECK	Meat products (cooked, salted, smoked, etc.)
ITALY	TALEGGIO	Cheeses
ITALY	TERRA DI BARI	Oils and fats (butter, margarine, etc.)
ITALY	TOSCANO	Oils and fats (butter, margarine, etc.)
ITALY	VENETO VALPOLICELLA, VENETO EUGANEI E BERICI, VENETO DEL GRAPPA	Oils and fats (butter, margarine, etc.)
ITALY	VITELLONE BIANCO DELL'APPENNINO CENTRALE	Fresh meat (and offal)
ITALY	ZAMPONE MODENA	Meat products (cooked, salted, smoked, etc.)
NETHERLANDS	EDAM HOLLAND	Cheeses
NETHERLANDS	GOUDA HOLLAND	Cheeses
POLAND	JABŁKO GRÓJECKIE	Fruit, vegetables and cereals fresh or processed
PORTUGAL	AZEITE DE MOURA	Oils and fats (butter, margarine, etc.)
PORTGAL	AZEITE DO ALENTEJO INTERIOR	Oils and fats (butter, margarine, etc.)
PORTUGAL	AZEITES DA BEIRA INTERIOR (AZEITE DA BEIRA ALTA, AZEITE DA BEIRA BAIXA)	Oils and fats (butter, margarine, etc.)
PORTUGAL	AZEITE DE TRÁS-OS-MONTES	Oils and fats (butter, margarine, etc.)
PORTUGAL	AZEITES DO NORTE ALENTEJANO	Oils and fats (butter, margarine, etc.)
PORTUGAL	AZEITES DO RIBATEJO	Oils and fats (butter, margarine, etc.)
PORTUGAL	CHOURIÇA DE CARNE DE VINHAIS ; LINGUIÇA DE VINHAIS	Meat products (cooked, salted, smoked, etc.)
PORTUGAL	CHOURIÇO DE PORTALEGRE	Meat products (cooked, salted, smoked, etc.)
PORTUGAL	PÊRA ROCHA DO OESTE ^{xxi}	Fruit, vegetables and cereals fresh or processed

Country	Designation Name	Product Type
PORTUGAL	PRESUNTO DE BARRANCOS /PALETA DE BARRANCOS	Meat products (cooked, salted, smoked, etc.)
PORTUGAL	QUEIJO S. JORGE ^{xxii}	Cheeses
PORTUGAL	QUEIJO SERRA DA ESTRELA	Cheeses
PORTUGAL	QUEIJOS DA BEIRA BAIXA (QUEIJO DE CASTELO BRANCO, QUEIJO AMARELO DA BEIRA BAIXA, QUEIJO PICANTE DA BEIRA BAIXA)	Cheeses
ROMANIA	MAGIUN DE PRUNE TOPOLOVENI	Fruit, vegetables and cereals fresh or processed
ROMANIA	SALAM DE SIBIU	Meat products (cooked, salted, smoked, etc.)
ROMANIA	TELEMEA DE IBĂNEȘTI	Cheeses
SLOVENIA	KRANJSKA KLOBASA	Meat products (cooked, salted, smoked, etc.)
SLOVENIA	KRAŠKA PANCETA	Meat products (cooked, salted, smoked, etc.)
SLOVENIA	KRAŠKI PRŠUT	Meat products (cooked, salted, smoked, etc.)
SLOVENIA	KRAŠKI ZAŠINK	Meat products (cooked, salted, smoked, etc.)

Part B

Geographical indications of Chile as referred to in Article 25.33

Country	Designation Name	Product Type
CHILE	SAL DE CÁHUIL - BOYERUCA LO VALDIVIA	Salt
CHILE	PROSCIUTTO DE CAPITÁN PASTENE	Cured ham
CHILE	LIMÓN DE PICA	Lemons
CHILE	LANGOSTA DE JUAN FERNÁNDEZ	Lobsters
CHILE	ATÚN DE ISLA DE PASCUA	Tuna – Fish/Fish fillets/Live fish
CHILE	CANGREJO DORADO DE JUAN FERNÁNDEZ	Crab – Live/Not live
CHILE	CORDERO CHILOTE	Lamb meat
CHILE	DULCES DE LA LIGUA	Pastries
CHILE	MAÍZ LLUTEÑO	Corn
CHILE	SANDÍA DE PAINE	Watermelon
CHILE	ACEITUNAS DE AZAPA	Preserved/Fresh olives
CHILE	ORÉGANO DE LA PRECORDILLERA DE PUTRE	Orégano
CHILE	TOMATE ANGOLINO	Tomatoes

Country	Designation Name	Product Type
CHILE	DULCES DE CURACAVÍ	Pastries
CHILE	ACEITE DE OLIVA DEL VALLE DEL HUASCO	Olive oil
CHILE	PUERRO AZUL DE MAQUEHUE	Leeks
CHILE	SIDRA DE PUNUCAPA	Cider
CHILE	CHICHA DE CURACAVÍ	Fermented Beverage

Appendix to ANNEX III referred to in Article 25.35 paragraph 6

For EU GIs listed:

As regards the list of geographical indications of the European Union set out in Part A of Annex III, the protection provided in accordance with Article 25.35 of the Agreement is not sought in respect of the following individual terms, which are part of a compound geographical indication name:

“aceite”, “Aceto balsamico”, “tradizionale”, “aceto”, “alfajor”; “alla cacciatora”, “amarelo” “Apfel” “azafran”, “azeite”, “azeites”, “Bayrische”, “Bergkäse”, “beurre”, “Bier”, “bleu” “boeuf”, “Bratwürste”, “Bresaola”; “Breze”; “Brezn”; “Brez’n”; “Brezel”; “brie”, “camembert”, “Canard à foie gras”; “cantucci”; “cantuccini”, “carne”, “carne de vacuno” “cecina”, “chmel” “chorizo”, “chouriça de carne” “chouriço”, “Christstollen”, “citricos”, “citrics”, “coppa”, “cotechino”; “culatello”; “dehesa”, “edam”, “emmental”, “Emmentaler”, “Ελιά (Elia)”; “Essence de lavande”; “fromage”, “fűszerpaprika-őrlemén”, „génisse”, “Γλυκό Τριαντάφυλλο (Glyko Triantafyllo)”; “gouda”, “Graukäse”, “graviera”; “Hopfen”, “huile d’olive”, “huile essentielle de lavande”, “huîtres”, “island”, “jablko”, “jambon”, “Katenrauchschinken”, “Katenschinken”, “klobasa”, “Knochenschinken”, “Knöpfle”, “kolbász”, “Kren”, “Κρόκος (Krokos)”; “kulen”, “Kürbiskernöl”, “Lebkuchen”, “lentille”, “lentille verte”, “linguiça”, “llonganissa”, “Λουκούμι (Loukoumi)”; “magiun de prune” “Markenspeck”, “Marzipan”, “mela”, “mortadella”, “mozzarella”, “mozzarella di bufala”; “noix”, “oli”, “paleta”; “panceta”. “pancetta”, “paprika”, “pároskolbász”, “pasta”, “paté”, “pecorino”, “pêra”, “pimentòn”; “picante”; “pivo”, “plate”; “polvorones”, “pomodoro”, “presunto”, “prosciutto”, “provolone”, “pruneaux mi-cuits”, “pruneaux”, “priego”, “printen”, “pršut”, “prune”, “queijo”, “queijos”, “queixo”, “queso”, “розово масло (rozovo maslo)”, “Rostbratwurst”, “salam”, “salamini”, “salchichón”, “salmon”, “Schincken”, “sidra”, “sierra”, “sobrasada”, “Spätzle”, “Speck”, “Σταφίδα (Stafida)”; “Stollen”; “szalámi”, “telemea”, “Téliszalámi”; “ternera”, “terra”, “tomme”, “torta”, “turrón”, “vastagkolbász”, “var”, “veau”, “vinagre”, “vitellone bianco” “volailles”, “Weihnachtsstollen”, “zampone”; “zašink”.

For CHILE GIs listed:

As regards the list of geographical indications of Chile set out in Part B of Annex III, the protection provided in accordance with Article 25.35 of the Agreement is not sought in respect of the following individual terms, which are part of a compound geographical indication name:

“aceite”; “aceitunas”; “atun”; “cangrejo”; “chicha”; “cordero”; “dulces”; “isla”; “langosta” “limon”; “maiz”; “oregano”; “prosciutto”; “puerro”; “sal”; “sandia”; “sidra” “tomate”.

ⁱ Protection of the geographical indication “Budějovické pivo” is only sought in Czech language.

ⁱⁱ Protection of the geographical indication “Budějovický měšťanský var” is only sought in Czech language.

ⁱⁱⁱ Protection of the geographical indication “Českobudějovické pivo” is only sought in Czech language.

^{iv} The varietal name “saaz” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.

^v The varietal name “hallertau” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.”

^{vi} The varietal name “kalamon” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.

^{vii} The varietal name “konservolia” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.

^{viii} The varietal name “pasa de corinto” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.

^{ix} The protection of the geographical indication “Φέτα (Feta)” shall not prevent the continued and similar use of the term “Feta” by any persons, including their successors and assignees, for a maximum of 6 years from the entry into force of this Agreement, provided that at the entry into force of this Agreement they have used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Chile. During those years, the use of the term “Feta” must be accompanied with a legible and visible indication of the geographical origin of the product concerned.

^x *The varietal name “Valencia” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.*

^{xi} *Notwithstanding the protection of the geographical indication “Bœuf de Charolles” in the territory of Chile, shall not prevent users of the term “Charolesa”, indicating a product derived from the animal breed, to continue using these terms, provided these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication, and provided the usage of the name of the animal breed name does not mislead the consumers or constitutes an act of unfair competition with regard to the geographical indication.*

^{xii} *Protection is only sought for the compound term.*

^{xiii} *Protection is only sought for the compound term.*

^{xiv} *Notwithstanding the protection of the geographical indication “Génisse Fleur d'Aubrac” shall not prevent users of the term and “Aubrac” in the territory of Chile, indicating a product derived from the animal breed to continue using these terms, provided these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication, and provided the usage of the name of the animal breed name does not mislead the consumers or constitutes unfair competition with regard to the geographical indication.*

^{xv} *The protection of the geographical indication “ Gruyère” shall not prevent prior users*, of the term “ Gruyère /Gruyere” in the territory or Chile, which had been using this term in good faith and with recurrent presence on the market within 12 months before the conclusion in principle of this agreement, to continue using that term, provided these products are not commercialized using references (eg graphics, names, pictures, flags) to the genuine origin of “Gruyère” and are differentiated from “Gruyère” in a non-ambiguous manner as regards the origin and provided the term is displayed in a font character substantially smaller, while readable, than the brand name and is differentiated from it in a non-ambiguous manner as regards the origin of the product. The designation “Gruyère” refers, within the EU territory, to two homonymous geographical indications, respectively in respect of a Swiss and a French cheese. The EU will not oppose a possible application aiming at the protection of the said Swiss homonymous geographical indication in Chile.*

** List of prior users to be included in a separate Annex before signature of the Agreement*

^{xvi} *The name “d’Agen” may continue to be used as a variety for fresh plums and plum-trees, provided that these products are not commercialized using references (eg graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and provided the consumer is not misled on the nature of such term or the precise origin of the product or constitutes an act of unfair competition with regard to the geographical indication.*

^{xvii} *Protection is only sought for the compound term.*

^{xviii} *Notwithstanding the protection of the geographical indication “Veau du Limousin” shall not prevent users of the term “Limousin” in the territory of Chile, indicating a product derived from the animal breed to continue using these terms, provided these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication, and provided the usage of the name of the animal breed name does not mislead the consumers or constitutes an act of unfair competition with regard to the geographical indication.*

^{xix} *The protection of the geographical indication “Parmigiano Reggiano” shall not prevent prior users* of the term “Parmesano” in the territory or Chile, having used this term in good faith and with*

recurrent presence on the market within 12 months before the conclusion in principle of this agreement to continue using that term, provided these products are not commercialized using references (eg graphics, names, pictures, flags) to the genuine origin of “Parmigiano Reggiano” and are differentiated from “Parmigiano Reggiano” in a non-ambiguous manner as regards the origin and provided the term is displayed in a font character substantially smaller, while readable, than the brand name and is differentiated from it in a non-ambiguous manner as regards the origin of the product.

** List of prior users to be included in a separate Annex before signature of the Agreement*

^{xx} *The varietal name “San Marzano” may continue to be used as a variety for fresh tomatoes and tomato plants, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.*

^{xxi} *The varietal name “Pêra Rocha” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.*

^{xxii} *The protection of the term “Queijo S. Jorge” shall not restrict the use of the term “San Jorge” in Chile as an existing registered trademark, provided such use does not mislead the consumer about the origin of the product. The term “Queijo S. Jorge” should only be used as a compound name, and in combination with an indication of its origin and a brand name.*

ANNEX

List of Prior Users

- Parmesano...
- Gruyere/Gruyère...

Sub-Section 5

Patents

Article 25.42

International Agreements

Each Party¹⁷ shall comply with the Patent Cooperation Treaty, done at Washington on 19 June 1970, as amended on 28 September 1979, modified on 3 February 1984 and last modified on 3 October 2001.

¹⁷ For the EU, the obligation under this Article is fulfilled through its Member States.

Article 25.43

Supplementary Protection In Case of Delays in Marketing Approval for Pharmaceutical Products

1. The Parties recognise that pharmaceutical products protected by a patent in their respective territory may be subject to a marketing approval or sanitary permit procedure before being put on the market.

2. A Party shall provide for an adequate and effective mechanism of additional term of protection to compensate the patent owner for the reduction in the effective patent life resulting from unreasonable delays¹⁸ in the granting of the first marketing approval or sanitary permit in its respective territory. The maximum term of this additional protection shall not exceed five years.

As an alternative to the first sub-paragraph, a Party may provide for further protection, in accordance with its laws and regulations, for a product which is protected by a patent and which has been subject to an administrative authorisation procedure referred to in paragraph 1 to compensate the holder of a patent for the reduction of effective patent protection. The duration of such further protection may not exceed 5 years.¹⁹

3. For greater certainty, in implementing the obligations of this Article, each Party may provide for conditions and limitations, provided that the Party continues to give effect to this Article.

4. Each Party shall make best efforts to process applications for marketing approval or sanitary registration of pharmaceutical products in an efficient and timely manner, with a view to avoiding unreasonable or unnecessary delays. With the objective of avoiding unreasonable delay, a Party may adopt or maintain procedures that expedite the processing of marketing approval or sanitary permit application.

Sub-Section 6

Protection of Undisclosed Information

Article 25.44

Scope of protection of trade secrets

¹⁸ For the purposes of this Article, an unreasonable delay shall include at least a delay of more than two years in the first substantive response to the applicant following the date of filing of the application for marketing approval or the sanitary permit. Any delays that occur in the granting of a marketing approval or sanitary permit due to periods attributable to the applicant or any period that is out of control of the marketing approval or sanitary registration authority need not be included in the determination of such delay.

¹⁹ This maximum duration is without prejudice to a possible further extension of the period of protection in the case of medicinal products for which paediatric studies have been carried out, and the results of those studies are reflected in the product information.

1. In fulfilling its obligation to comply with the TRIPS Agreement, and in particular paragraphs 1 and 2 of Article 39 of the TRIPS Agreement, each Party shall provide for appropriate civil judicial procedures and remedies for any trade secret holder to prevent, and obtain redress for, the acquisition, use or disclosure of a trade secret whenever carried out in a manner contrary to honest commercial practices.

2. For the purpose of this subsection:

(a) 'trade secret' means information that:

- (i) is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question;
- (ii) has commercial value because it is secret; and
- (iii) has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.

(b) 'trade secret holder' means any natural or legal person lawfully controlling a trade secret.

3. For the purpose of this subsection, at least the following conducts shall be considered contrary to honest commercial practices:

(a) the acquisition of a trade secret without the consent of the trade secret holder, whenever carried out by unauthorised access to, appropriation of, or copying of any documents, objects, materials, substances or electronic files, lawfully under the control of the trade secret holder, containing the trade secret or from which the trade secret can be deduced:

(b) the use or disclosure of a trade secret whenever carried out, without the consent of the trade secret holder, by a person who is found to meet any of the following conditions:

- (i) having acquired the trade secret in a manner referred to in point (a);
- (ii) being in breach of a confidentiality agreement or any other duty not to disclose the trade secret; or

- (iii) being in breach of a contractual or any other duty to limit the use of the trade secret.

(c) the acquisition, use or disclosure of a trade secret whenever carried out by a person who, at the time of the acquisition, use or disclosure, knew or ought, under the circumstances, to have known that the trade secret had been obtained directly or indirectly from another person who was using or disclosing the trade secret unlawfully within the meaning of point (b).

- 4. Nothing in this subsection shall be understood as requiring any Party to consider any of the following conducts as contrary to honest commercial practices:

- (a) independent discovery or creation by a person of the relevant information;

- (b) reverse engineering of a product by a person who is lawfully in possession of it and who is free from any legally valid duty to limit the acquisition of the relevant information;

- (c) acquisition, use or disclosure of information required or allowed by the relevant domestic law;

- (d) use by employees of their experience and skills honestly acquired in the normal course of their employment.

- 5. Nothing in this subsection shall be understood as restricting freedom of expression and information, including media freedom, as protected in the jurisdiction of each of the Parties.

Article 25.45

Civil judicial procedures and remedies of trade secrets

- 1. Each party shall ensure that any person participating in the civil judicial proceedings referred to in Article 25.44 (scope of protection of trade secrets) or who has access to documents which form part of those legal proceedings, is not permitted to use or disclose any trade secret or alleged trade secret which the competent judicial authorities have, in response to a duly reasoned application by an interested party, identified as confidential and of which they have become aware as a result of such participation or access.
- 2. In the civil judicial proceedings referred to in Article 25.44 (scope of protection of

trade secrets), each Party shall provide that its judicial authorities have the authority at least to:

(a) order provisional measures, as set out in the respective domestic laws and regulations, to prevent the acquisition, use or disclosure of the trade secret in a manner contrary to honest commercial practices;

(b) order injunctive relief to prevent the acquisition, use or disclosure of the trade secret in a manner contrary to honest commercial practices;

(c) order the person that knew or ought to have known that he, she or it was acquiring, using or disclosing a trade secret in a manner contrary to honest commercial practices to pay the trade secret holder damages appropriate to the actual prejudice suffered as a result of such acquisition, use or disclosure of the trade secret;

(d) take specific measures to preserve the confidentiality of any trade secret or alleged trade secret produced in civil proceedings relating to the alleged acquisition, use and disclosure of a trade secret in a manner contrary to honest commercial practices. Such specific measures may include, in accordance with their respective domestic law, the possibility of restricting access to certain documents in whole or in part; of restricting access to hearings and their corresponding records or transcript; and of making available a non-confidential version of judicial decision in which the passages containing trade secrets have been removed or redacted.

(e) impose sanctions on parties, or other persons subject to the court's jurisdiction for violation of judicial orders concerning the protection of a trade secret or alleged trade secret produced in that proceedings.

3. Each Party shall not be required to provide for the judicial procedures and remedies referred to in Article 25.44 (scope of protection of trade secrets) when the conduct contrary to honest commercial practices is carried out, in accordance with their relevant domestic law, to reveal misconduct, wrongdoing or illegal activity or for the purpose of protecting a legitimate interest recognised by law.

Article 25.46

Protection of Undisclosed Data Related to Pharmaceutical Products

1. If a Party requires, as a condition for a marketing approval or sanitary permit of a pharmaceutical product, which utilises a new chemical entity that has not been previously approved, the submission of undisclosed test or other data necessary to determine whether the use of that product is safe and effective, the Party shall protect such data against disclosure to third parties, if the origination of such data involves considerable effort, except where the disclosure is necessary for an overriding public interest or unless steps are taken to ensure that the data are protected against unfair commercial use.
2. Each Party shall ensure that for at least 5 years from the date of a first marketing approval or sanitary permit in the Party concerned, a pharmaceutical product subsequently authorised on the basis of the results of pre-clinical tests and clinical trials submitted in the application for the first marketing authorisation shall not be placed on the market without the explicit consent of the holder of the first marketing authorisation.
3. There shall be no limitation on either Party to implement abbreviated authorisation procedures for such products on the basis of bioequivalence and bioavailability studies. 4. For greater certainty, in implementing the obligations of this Article, each Party may provide for conditions and limitations, provided that the Party continues to give effect to this Article.

Article 25.47

Protection of Data Related to Agrochemical Products

1. If a Party requires, as a condition for granting marketing authorisation for an agrochemical product which utilizes a new chemical entity, the submission of test and study reports concerning the safety and efficacy of the product, that Party shall not grant the authorisation for another product on the basis of that information without the consent of the person that previously submitted such test and study reports for at least ten years from the date of the marketing authorisation of the agrochemical product.

A Party may limit the protection under this Article to tests or study reports that fulfil the following conditions:

- (a) be necessary for the authorisation or for an amendment of an authorisation in order to allow the use on other crops; and
- (b) be certified as compliant with the principles of good laboratory practice or of good experimental practice.

2. Each Party may establish rules to avoid duplicative testing on vertebrate animals.

3. For greater certainty, in implementing the obligations of this Article, each Party may provide for conditions and limitations, provided that the Party continues to give effect to this Article.

Plant Varieties

Article 25.48

The Parties shall protect plant varieties rights, in accordance with the International Convention for the Protection of New Varieties of Plants (UPOV) as lastly revised in Geneva on March 19, 1991, (the so-called "1991 UPOV ACT") including the exceptions to the breeder's right as referred to in Article 15 of the said Convention, and co-operate to promote and enforce these rights.

Section 3 - Enforcement of Intellectual Property Rights

Sub-Section 1

Civil and administrative enforcement

Article 25.49

General Obligations

1. Each Party reaffirm its commitments under the TRIPS Agreement and shall ensure the enforcement of intellectual property rights in accordance with its domestic law and within its own legal system and practice. The Parties shall provide for the following complementary measures, procedures and remedies.

This Section shall not apply to the rights covered by Sub-Section 6 of Section 2.

2. Those measures, procedures and remedies shall be fair and equitable, and shall not be unnecessarily complicated or costly, or entail unreasonable time-limits or unwarranted delays.

Those measures and remedies shall also be effective, proportionate and dissuasive and shall be applied in such a manner as to avoid the creation of barriers to legitimate trade and to provide for safeguards against their abuse.

1. Nothing in this Chapter creates any obligation on either Party:

(a) to put in place a judicial system for the enforcement of intellectual property rights distinct from that for the enforcement of law in general; or

(b) with respect to the distribution of resources as between enforcement of intellectual property rights and the enforcement of law in general.

Article 25.50

Persons entitled to apply for the application of the measures, procedures and remedies

Each Party shall recognise as persons entitled to seek application of the measures, procedures and remedies referred to in this section and in Part III of the TRIPS Agreement:

- (a) the holders of intellectual property rights in accordance with the provisions of each Party's law,
- (b) all other persons authorised to use those rights, in particular licensees, in so far as permitted by and in accordance with the provisions of each Party's law,
- (c) intellectual property collective rights management bodies which are regularly recognised as having a right to represent holders of intellectual property rights, in so far as permitted by and in accordance with the provisions of each Party's law,
- (d) entities²⁰ which are regularly recognised as having a right to represent holders of intellectual property rights, in so far as permitted by and in accordance with the provisions of the applicable law.

Article 25.51

Evidence

1. Each Party shall provide that, even before the commencement of proceedings on the merits of the case, the competent judicial authorities may, on application by a party who has presented reasonably available evidence to support his claims that his intellectual property right has been infringed or is about to be infringed, order prompt and effective provisional measures to preserve relevant evidence in respect of the alleged infringement, subject to the protection of confidential information as provided under each Party's law. In ordering provisional measures, the judicial authorities shall take into account the legitimate interests of the alleged infringer.

2. Such measures may include the detailed description, with or without the taking of samples, or the physical seizure of the alleged infringing goods, and, in appropriate cases, the materials and implements mainly used in the production and/or distribution of these goods and the documents relating thereto.

3. Each Party shall take the measures necessary, in cases of infringement of an intellectual property right committed on a commercial scale, to enable the competent judicial authorities to order, where appropriate, on application by a party, the communication of

²⁰ For Chile, the term "entities" means "federations and associations". For the EU, the term "entities" means "professional defence bodies".

banking, financial or commercial documents under the control of the opposing party, subject to the protection of confidential information.

Article 25.52

Right of information

1. Each Party shall ensure that, during civil proceedings concerning an infringement of an intellectual property right and in response to a justified and proportionate request of the claimant, the competent judicial authorities may order the infringer and/or any other person to provide information on the origin and distribution networks of the goods or services which infringe an intellectual property right.

(a) 'Any other person' in this paragraph means at least a person who:

- (i) was found in possession of the infringing goods on a commercial scale;
- (ii) was found to be using the infringing services on a commercial scale;
- (iii) was found to be providing on a commercial scale services used in infringing activities; or
- (iv) was indicated by the person referred to in this subparagraph as being involved in the production, manufacture or distribution of the goods or the provision of the services.

(b) Information may, as appropriate, comprise:

- (i) the names and addresses of the producers, manufacturers, distributors, suppliers and other previous holders of the goods or services, as well as the intended wholesalers and retailers; or
- (ii) information on the quantities produced, manufactured, delivered, received or ordered, as well as the price obtained for the goods or services in question.

2. This Article shall apply without prejudice to other statutory provisions which:

(a) grant the right holder rights to receive fuller information;

- (b) govern the use in civil proceedings of the information communicated pursuant to this Article;
- (c) govern responsibility for misuse of the right of information;
- (d) afford an opportunity for refusing to provide information which would force the person referred to in paragraph 1 to admit his own participation or that of his close relatives in an infringement of an intellectual property right;
- (e) govern the protection of confidentiality of information sources or the processing of personal data.

Article 25.53

Provisional and Precautionary Measures

1. Each Party shall ensure that the judicial authorities may, at the request of the applicant, issue against the alleged infringer an interlocutory injunction intended to prevent any imminent infringement of an intellectual property right, or to forbid, on a provisional basis and subject, where appropriate, to a recurring penalty payment where provided for by domestic law, the continuation of the alleged infringements of that right, or to make such continuation subject to the lodging of guarantees intended to ensure the compensation of the right holder. An interlocutory injunction may also be issued, under the same conditions, where appropriate, against a third party²¹ over whom the relevant judicial authority exercises jurisdiction and whose services are used to infringe an intellectual property right.

2. Each Party shall ensure that its judicial authorities may, at the request of the applicant, order the seizure or the delivery up²² of goods suspected of infringing an intellectual property right, so as to prevent their entry into or movement within the channels of commerce.

3. In the case of an alleged infringement committed on a commercial scale, each Party shall ensure that, if the applicant demonstrates circumstances likely to endanger the recovery of damages, the judicial authorities may order the precautionary seizure of the movable and immovable property of the alleged infringer, including the blocking of his/her bank accounts and other assets. To that end, the competent authorities may order the communication of bank, financial or commercial documents, or appropriate access to the relevant information.

Article 25.54

²¹ For the purpose of this Article, a Party may provide that a “third party” includes an intermediary.

²² A Party may choose between seizure and delivery up to implement this paragraph.

Remedies

1. Each Party shall ensure that the judicial authorities have the authority to order, at the request of the applicant and without prejudice to any damages due to the right holder by reason of the infringement, and without compensation of any sort, the destruction or at least the definitive removal from the channels of commerce, of goods that they have found to be infringing an intellectual property right. If appropriate, the judicial authorities may also order destruction of materials and implements predominantly used in the creation or manufacture of those goods.
2. Each Party's judicial authorities shall have the authority to order that those measures shall be carried out at the expense of the infringer, unless particular reasons are invoked for not doing so.
3. In considering a request for remedies the need for proportionality between the seriousness of the infringement and the remedies ordered as well as the interests of third parties shall be taken into account.

Article 25.55

Injunctions

Each Party shall ensure that, where a judicial decision is taken finding an infringement of an intellectual property right, the judicial authorities may issue against the infringer as well as, where appropriate, against a third party²³ over whom the relevant judicial authority exercises jurisdiction and whose services are used to infringe an intellectual property right, an injunction aimed at prohibiting the continuation of the infringement.

Article 25.56

Alternative Measures

Each Party may provide that the judicial authorities, in appropriate cases and at the request of the person liable to be subject to the measures provided for in Article 25.54 (Remedies) and/or Article 25.55 (Injunctions), may order pecuniary compensation to be paid to the injured party instead of applying the measures provided for in these two Articles if that person acted unintentionally and without negligence, if execution of the measures in question would cause him disproportionate harm and if pecuniary compensation to the injured party appears reasonably satisfactory.

Article 25.57

Damages

1. Each Party shall ensure that the judicial authorities, on application of the injured party, order the infringer who knowingly, or with reasonable grounds to know, engaged in an infringing activity, to pay the right-holder damages adequate to compensate for the injury the rightholder has suffered as a result of the infringement.

²³ For the purpose of this Article, a Party may provide that a "third party" includes an intermediary.

In determining the amount of damages under paragraph 1, each Party's judicial authorities shall have the authority to consider, among other things, any legitimate measure of value the right holder submits, which may include lost profits, the value of the infringed goods or services measured by the market price, or the suggested retail price²⁴. At least in cases of copyright or related rights infringement and trademark counterfeiting, each Party shall provide that, in civil judicial proceedings, its judicial authorities have the authority to order the infringer, to pay the right holder the infringer's profits that are attributable to the infringement, whether as an alternative to or in addition to or as part of the damages.

3. As an alternative to paragraph 2, each Party may provide that its judicial authorities have the authority, in appropriate cases, to set the damages as a lump sum on the basis of elements such as at least the amount of royalties or fees which would have been due if the infringer had requested authorization to use the intellectual property right in question.

4. Nothing in this Article precludes either Party from providing that where the infringer did not knowingly, or with reasonable grounds to know, engage in infringing activity, its judicial authorities may order in favour of the injured party the recovery of profits or the payment of damages which may be pre-established.

Article 25.58

Legal Costs

Each Party shall provide that its judicial authorities, where appropriate, have the authority to order, at the conclusion of civil judicial proceedings concerning the enforcement of intellectual property rights, that the prevailing party be awarded payment by the losing party of legal costs and other expenses, as provided for under that Party's law.

Article 25.59

Publication of Judicial Decisions

Each Party shall ensure that, in legal proceedings instituted for infringement of an intellectual property right, the judicial authorities may order, at the request of the applicant and at the expense of the infringer, appropriate measures for the dissemination of the information concerning the decision, including displaying the decision and publishing it in full or in part.

²⁴ In the case of the EU, this would also include, in appropriate cases, elements other than economic factors such as the moral prejudice caused to the rightholder by the infringement.

Article 25.60

Presumption of authorship or ownership

The Parties shall recognise that for the purposes of applying the measures, procedures and remedies provided for in this Section 3

(a) for the author of a literary or artistic work, in the absence of proof to the contrary, to be regarded as such, and consequently to be entitled to institute infringement proceedings, it shall be sufficient for his/her name to appear on the work in the usual manner;

(b) the provision under (a) shall apply *mutatis mutandis* to the holders of rights related to copyright with regard to their protected subject matter.

Article 25.61

Administrative procedures

To the extent that any civil remedy can be ordered as a result of administrative procedures on the merits of a case, such procedures shall conform to principles equivalent in substance to those set forth in the relevant provisions of this section.

Sub-Section 2

Border enforcement

Article 25.62

Border measures

1. With respect to goods under customs control, each Party shall adopt or maintain procedures under which a right holder may submit applications requesting competent authorities to suspend the release or detain 'suspected goods'. For the purposes of this Sub-Section, "suspected goods" means goods suspected of infringing trademarks, copyrights and related rights, geographical indications, patents, utility models, industrial designs and topographies of integrated circuits.

2. Each Party shall have in place electronic systems for the management by competent authorities of the applications granted or recorded.

3. Competent authorities shall not charge a fee to cover the administrative costs resulting from the processing of an application or a recordation.

4. Competent authorities should decide about granting or recording application within a reasonable period of time.

5. Each Party shall provide for such application/recordation to apply to multiple shipments.

6. With respect to goods under customs control, each Party shall ensure that its customs authorities may act upon their own initiative to suspend the release of or detain goods suspected of infringing trademarks or copyright.

7. Customs authorities shall use risk analysis to identify goods suspected of infringing intellectual property rights. The parties shall implement this provision according to their legal systems.

8. Each Party may have in place procedures allowing for the destruction of goods suspected of infringing intellectual property rights, without there being any need to prior administrative or judicial proceedings for the formal determination of the infringements, where the persons concerned agree or do not oppose to the destruction. In case such goods are not destroyed, each Party shall ensure that, except in exceptional circumstances, such goods are disposed of outside the commercial channel in such a manner to avoid any harm to the right holder.

9. Each Party may have in place procedures allowing for the swift destruction of counterfeit trademark and pirated goods sent in postal or express couriers consignments.

10. Each Party may decide not to apply this Article to import of goods put on the market in another country by or with the consent of the right holders. A Party may exclude from the application of this Article goods of a non-commercial nature contained in travellers' personal luggage.

11. The Customs authorities of each Party shall maintain a regular dialogue and promote cooperation with the relevant stakeholders and with other authorities involved in the enforcement of intellectual property rights.

12. The Parties shall cooperate in respect of international trade in suspected goods. In particular, the Parties shall, as far as possible, share information on trade in suspected goods affecting the other Party.

13. Without prejudice to other forms of cooperation, the Protocol on mutual administrative assistance in customs matters applies with regard to breaches of legislation on intellectual property rights for the enforcement of which the customs authorities of a Party are competent in accordance with this Article.

Article 25.63

Consistency with GATT and TRIPS Agreement

In implementing border measures for the enforcement of intellectual property rights by customs, whether or not covered by this Article, the Parties shall ensure consistency with their obligations under the GATT and TRIPS agreements and, in particular, with Article V of GATT agreement, Article 41 and Section 4 of the Part III of TRIPS agreement.

Section 5

Final Provisions

Article 25.64

Modalities of cooperation

1. The Parties agree to cooperate with a view to supporting implementation of the commitments and obligations undertaken under this Chapter.
2. The Parties shall draw on the following modalities, among others, with respect to cooperation on intellectual property rights protection and enforcement matters. The areas of cooperation include the following activities, but are not limited to:
 - (a) The exchange of information on the legal framework concerning intellectual property rights and relevant rules of protection and enforcement;

- (b) The exchange of experience between the Parties on legislative progress;
 - (c) The exchange of experience between the Parties on the enforcement of intellectual property rights;
 - (d) Exchange of experiences between the Parties on enforcement at central and sub-central level by customs, police, administrative and judiciary bodies;
 - (e) Coordination to prevent exports of counterfeit goods, including with other countries;
 - (f) Technical assistance, capacity building; exchange and training of personnel;
 - (g) The protection and defence of intellectual property rights and the dissemination of information in this regard in, inter alia, business circles and civil society;
 - (h) Public awareness of consumers and right holders; enhancement of institutional cooperation, particularly between the intellectual property offices;
 - (i) Actively promoting awareness and education of the general public on policies concerning intellectual property rights;
 - (j) Regarding public-private collaboration engaging with SMEs, including at SME-focused events or gatherings, regarding protecting and enforcing intellectual property rights and reducing infringement;
 - (k) Formulation of effective strategies to identify audiences and communication programmes to increase consumer and media awareness on the impact of intellectual property rights' violations, including the risk to health and safety and the connection to organised crime.
3. Each Party may make publicly available the product specifications, or a summary thereof, and relevant contact points for control or management of geographical

indications of the other Party protected pursuant to Sub-Section 4 (Geographical Indications).

4. The Parties shall, either directly or through the Sub-Committee on Intellectual Property established in Article 33.4 (Sub-Committees and Other Bodies), maintain contact on all matters related to the implementation and functioning of this Chapter.

Article 25.65

Voluntary Stakeholder Initiatives

Each Party shall endeavour to facilitate voluntary stakeholder initiatives to reduce intellectual property rights infringement, including over the Internet and in other marketplaces focusing on concrete problems and seeking practical solutions that are realistic, balanced proportionate and fair for all concerned including in the following ways:

- (a) each Party shall endeavour to convene stakeholders consensually in its territory to facilitate voluntary initiatives to find solutions and resolve differences regarding the protection and enforcement of intellectual property rights and reducing infringement;
- (b) the Parties shall endeavour to exchange information with each other regarding efforts to facilitate voluntary stakeholder initiatives in their respective territories; and
- (c) the Parties shall endeavour to promote open dialogue and cooperation among the Parties' stakeholders, and to encourage the Parties' stakeholders to jointly find solutions and resolve differences regarding the protection and enforcement of intellectual property rights and reducing infringement.

ⁱ *Protection of the geographical indication "Budějovické pivo" is only sought in Czech language.*

ⁱⁱ *Protection of the geographical indication "Budějovický měšťanský var" is only sought in Czech language.*

ⁱⁱⁱ *Protection of the geographical indication "Českobudějovické pivo" is only sought in Czech language.*

^{iv} *The varietal name "saaz" may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.*

^v *The varietal name “hallertau” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.”*

^{vi} *The varietal name “kalamon” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.*

^{vii} *The varietal name “konservolia” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.*

^{viii} *The varietal name “pasa de corinto” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.*

^{ix} *The protection of the geographical indication “Φέτα (Feta)” shall not prevent the continued and similar use of the term “Feta” by any persons, including their successors and assignees, for a maximum of 6 years from the entry into force of this Agreement, provided that at the entry into force of this Agreement they have used that geographical indication in a continuous manner with regard to the same or similar goods in the territory of Chile. During those years, the use of the term “Feta” must be accompanied with a legible and visible indication of the geographical origin of the product concerned.*

^x *The varietal name “Valencia” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.*

^{xi} *Notwithstanding the protection of the geographical indication “Bœuf de Charolles” in the territory of Chile, shall not prevent users of the term “Charolesa”, indicating a product derived from the animal breed, to continue using these terms, provided these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication, and provided the usage of the name of the animal breed does not mislead the consumers or constitutes an act of unfair competition with regard to the geographical indication.*

^{xii} *Protection is only sought for the compound term.*

^{xiii} *Protection is only sought for the compound term.*

^{xiv} *Notwithstanding the protection of the geographical indication “Génisse Fleur d'Aubrac” shall not prevent users of the term and “Aubrac” in the territory of Chile, indicating a product derived from the animal breed to continue using these terms, provided these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication, and provided the usage of the name of the*

animal breed name does not mislead the consumers or constitutes unfair competition with regard to the geographical indication.

^{xv} *The protection of the geographical indication “ Gruyère” shall not prevent prior users*, of the term “ Gruyère /Gruyere” in the territory or Chile, which had been using this term in good faith and with recurrent presence on the market within 12 months before the conclusion in principle of this agreement, to continue using that term, provided these products are not commercialized using references (eg graphics, names, pictures, flags) to the genuine origin of “Gruyère” and are differentiated from “Gruyère” in a non-ambiguous manner as regards the origin and provided the term is displayed in a font character substantially smaller, while readable, than the brand name and is differentiated from it in a non-ambiguous manner as regards the origin of the product. The designation "Gruyère" refers, within the EU territory, to two homonymous geographical indications, respectively in respect of a Swiss and a French cheese. The EU will not oppose a possible application aiming at the protection of the said Swiss homonymous geographical indication in Chile.*

** List of prior users to be included in a separate Annex before signature of the Agreement*

^{xvi} *The name "d'Agen" may continue to be used as a variety for fresh plums and plum-trees, provided that these products are not commercialized using references (eg graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and provided the consumer is not misled on the nature of such term or the precise origin of the product or constitutes an act of unfair competition with regard to the geographical indication.*

^{xvii} *Protection is only sought for the compound term.*

^{xviii} *Notwithstanding the protection of the geographical indication “Veau du Limousin” shall not prevent users of the term “Limousin” in the territory of Chile, indicating a product derived from the animal breed to continue using these terms, provided these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication, and provided the usage of the name of the animal breed name does not mislead the consumers or constitutes an act of unfair competition with regard to the geographical indication.*

^{xix} *The protection of the geographical indication “Parmigiano Reggiano” shall not prevent prior users* of the term “Parmesano” in the territory or Chile, having used this term in good faith and with recurrent presence on the market within 12 months before the conclusion in principle of this agreement to continue using that term, provided these products are not commercialized using references (eg graphics, names, pictures, flags) to the genuine origin of “Parmigiano Reggiano” and are differentiated from “Parmigiano Reggiano” in a non-ambiguous manner as regards the origin and provided the term is displayed in a font character substantially smaller, while readable, than the brand name and is differentiated from it in a non-ambiguous manner as regards the origin of the product.*

** List of prior users to be included in a separate Annex before signature of the Agreement*

^{xx} *The varietal name “San Marzano” may continue to be used as a variety for fresh tomatoes and tomato plants, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.*

^{xxi} *The varietal name “Pêra Rocha” may continue to be used on similar product, provided that these products are not commercialized using references (graphics, names, pictures, flags) to the genuine origin of the geographical indication or exploiting the reputation of the geographical indication and the consumer is not misled on the nature of such term or the precise origin of product or constitutes an act of unfair competition with regard to the geographical indication.*

^{xxii} *The protection of the term “Queijo S. Jorge” shall not restrict the use of the term “San Jorge” in Chile as an existing registered trademark, provided such use does not mislead the consumer about the origin of the product. The term “Queijo S. Jorge” should only be used as a compound name, and in combination with an indication of its origin and a brand name.*

ANNEX

List of Prior Users

- **Parmesano...**
- **Gruyere/Gruyère...**