

IP in business transactions: Greece overview

Stefanos Tsimikalis
Tsimikalis Kaloniarou

global.practicallaw.com/4-505-4929

OVERVIEW OF MAIN IPRS

1. What are the main IPRs in your jurisdiction? How are they protected?

Patents

Patents provide protection for technical inventions that are:

- New.
- Involve an inventive step.
- Capable of industrial application.

To obtain patent protection, an application must be filed at the Industrial Property Organisation (OBI). Subject matter which is not capable of being protected by patent protection includes:

- Discoveries.
- Scientific theories and mathematical methods.
- Aesthetic creations.
- Schemes, rules and methods for performing mental acts.
- Playing games or doing business.
- Programs for computers and for presenting information.

Once granted, the protection offered by a patent lasts for up to 20 years, subject to an annual renewal request and payment of the relevant maintenance fees. For medicinal and plant protection products, the protection term can be extended by up to five more years by making an application for a Supplementary Protection Certificate (SPC).

The main law regulating patents in Greece is Law 1733/1987 which provides for recourse against any third party that infringes the granted patent.

Trade marks

Trade marks are typically established through registration which can be obtained by filing an application at the Greek Trade Mark Office. Once granted, the term of protection of a trade mark is ten years and can be renewed for an unlimited number of terms.

Trade marks are protected by Law 4072/2012 (Trade Mark Law), according to which any sign that is capable of acting as a source identifier and is capable of being represented graphically can be registered as a trade mark. By virtue of this definition, trade marks can consist of (among others):

- Words.
- Numbers.
- Names.

- Devices and logos.
- Colours and colour combinations.
- The shape or packaging of a product.

The Trade Mark Law gives the right holder remedies against the unauthorised use of the trade mark or of any sign similar to it by a third party, which is capable of causing confusion to consumers.

Copyright

Copyright protection is not subject to a formal procedure in Greece and the respective rights are awarded to the author at the moment of the creation of the work. Copyright protection is awarded to (among others):

Literary works (written or oral) such as novels, poems, plays, reference works, newspaper articles and so on.

- Films.
- Musical compositions and choreography.
- Artistic works such as paintings, drawings, photographs and sculpture.
- Architecture, advertisements, maps and technical drawings and so on.

The protection extends only to the expression, that is, the execution of the work and not the idea.

Under copyright protection, the author/creator enjoys pecuniary rights such as, fixation, reproduction, translation, and distribution of the work as well as moral rights, which include the rights of paternity, publication, integrity of the work and access. Moral rights cannot be waived.

The term of protection spans the life of the author plus 70 years after their death.

Greek Copyright Law 2121/1993 contains a number of provisions which offer extensive protection to the author and any other right holder.

Design rights

Registered designs protect the outward visible appearance of the whole or part of a product resulting from the specific features of, in particular, the lines, contours, colours, shape, form and/or materials of the product itself and/or its ornamentation. In order to qualify for protection a design must be new and have individual character.

Designs can be obtained through an application process administered by the Industrial Property Office (OBI). The term of protection is five years from filing and can be renewed five times (up to a maximum term of protection of 25 years).

Trade secrets and confidential information

The protection of trade secrets and confidential information is achieved through the Unfair Competition law provisions that prohibit their disclosure or use by any party who was entrusted with them and specifically covers the wilful breach of secrecy made by employees during the term of their employment.

Utility models

Utility models are granted for technical inventions that are novel, industrially applicable and cover three-dimensional objects with definite shape and form, such as a tool, an instrument, a device, an apparatus or even parts of these, proposed as novel and industrially applicable and capable of giving a solution to a technical problem.

Patent applications that do not pass the examination phase can be converted to a utility model. The duration of validity of the utility model certificate is seven years from the day after the application for the grant of the certificate or for the grant of a patent, in case of conversion. The title is granted without prior examination of the novelty and industrial applicability of the utility model at the responsibility of the applicant.

Utility models can be obtained through an application process administered by the OBI.

Company and trade names

Company names and trade names are also protected namely by virtue of the Unfair Competition law provisions. Although, they can be registered at the relevant city's Chamber of Commerce, protection will [in any case] be awarded exclusively from the day that the company or trade name was put to genuine use on the market.

For further information about the main IPRs, see Patents, trade marks, copyright and designs in Greece.

MAINTAINING IPRS

Search and information facilities

2. What facilities are available to conduct IP searches and obtain IP information on registered IP rights?

Patents

The Industrial Property Office (OBI) currently hosts the National Patent Register, a basic search tool that provides information on granted patents (www.obl.gr/obi/?tabid=125).

Trade marks

Trade mark searches can be conducted through TMview, under the auspices of the European Trade Mark and Design Network which provides access to data concerning national trade marks, EUTMs and International Registrations (www.tmdn.org/tmview). Further the Greek Trade mark Office provides access to publication data of its examiners' decisions ([http://des.gge.gov.gr/home/trade markpublications](http://des.gge.gov.gr/home/trade%20markpublications)).

Copyright

It is not possible to search for copyright as there is no formal procedure for obtaining copyright protection.

Design rights

Design searches can be conducted through DesignView, under the auspices of the European Trade Mark and Design Network which provides access to data concerning national designs, Community designs and International Registrations (www.tmdn.org/tmdsview-web/welcome).

Trade secrets and confidential information

It is not possible to search for trade secrets and confidential information as there is no formal procedure for obtaining protection.

Utility models

There is no search tool for utility models.

Company and trade names

Company and trade names can be searched via the Commercial Registry's online publication portal (www.businessregistry.gr/publicity/index).

Maintenance of main IPRs

3. What steps must a business take to maintain the registration and legally protectable status of its main IPRs?

Patents

To maintain a patent registration, renewal fees must be paid annually, from the third year after the filing date. A patent can be renewed for up to 20 years. The renewal fees start from EUR20 on the third year and increase each year, reaching a maximum of EUR1,100 in the 20th year.

Trade marks

For the renewal of the term of protection of a trade mark, renewal fees must be paid every ten years from the date of application. A grace period of six months allows for late renewal. The fees are EUR90 for the basic application and EUR20 per each additional class up to the tenth.

It is critical that the trade mark is put to genuine use in relation to the goods and services for which it is registered within five years from its registration, otherwise it will be vulnerable to a cancellation action due to non-use.

Copyright

No formal requirement for the maintenance of copyright exists.

Design rights

Designs are subject to renewal every five years for an additional term of five years and up to a maximum of 25 years. The renewal fees are EUR100 for the second term of protection, EUR150 for the third, EUR200 for the fourth and EUR250 for the fifth.

Trade secrets and confidential information

The only requirement is that the proprietor must take reasonable steps to protect the secrecy or confidential nature of the information.

Utility models

Utility models are subject to an annual renewal fee which is EUR20 for the third year gradually increasing to EUR100 for the seventh.

Company and trade names

No renewal fees are due for the maintenance of a company or trade name. However, the company or business will not enjoy protection until it has actually begun using the name in the course of trade.

Monitoring infringement

4. What steps can a business take to avoid infringing another party's IPRs and to monitor whether another party is infringing its IPRs?

There are no right-specific actions that a business can take in order to avoid infringing third party IPRs. In general, a detailed IP strategy and policy should be established that will allow for infringement risk identification, characterisation and analysis. Businesses should also invest in regularly training their employees and should monitor the market for competing products/services. Before the launch of a product or service, the business should perform a clearance search and also identify and analyse the rights held by its direct competitors.

Regular market monitoring is critical for identifying infringements by third parties. Aside from that, database searches which allow for the identification of threats that are still in the stage of prosecution are very useful.

EXPLOITING IPRS

5. What are the main steps in conducting an IP audit in your jurisdiction to determine the content of an IP portfolio?

Ideally, an IP audit should cover the following tasks:

- Identifying any registered or unregistered IPRs the business owns, controls or uses.
- Establishing whether these rights are in force, their status (ownership, chain of title, expiry dates, renewal dates, licences, encumbrances, co-existence agreements and so on) and whether they can be validly used.
- Clarifying whether the rights are facing legal challenges, such as any pending infringement, invalidation or cancellation, revocation, compulsory licence proceedings.
- Having a strategy for the maintenance of the IPRs through their regular renewal process, or through their regular use, where this is mandatory for their validity.

ASSIGNMENT

Scope of assignment

6. On what basis can the main IPRs be assigned?

Patents

Granted patents can be freely assigned, exclusively in whole, for the entire Greek territory, by virtue of a written agreement. The assignment becomes effective on the date it is recorded on the patent registry. The inventor always has the right to be mentioned on the patent.

Trade marks

Trade marks are freely transferable, in whole or in part, that is, only for some of the goods or services, but for the entire Greek territory. The assignment agreement must be in writing and has effect towards third parties only after it has been recorded at the trade mark registry. The goodwill is transferred automatically with the trade mark.

Copyright

Copyright is freely transferable in whole or in part but only to the extent that it concerns exploitation rights. The territorial scope

can cover the entire country or parts of it. Moral rights cannot be assigned while the author is still alive but can be inherited after his death. Future works cannot be assigned.

Design rights

Designs can be transferred freely by a written agreement exclusively in whole, for the entire Greek territory. They can also be inherited. The assignment becomes effective on the date it is recorded on the design registry.

Utility models

See above, *Patents*.

Company and trade names

Company and trade names cannot be assigned without the transfer of the business.

Formalities for assignment

7. What formalities are required to assign each of the main IPRs?

Patents

The assignment of patents must be made by a written agreement, signed by both parties as a deed and notarised and legalised with an apostille. It becomes effective once it has been recorded at the Patent Office.

Trade marks

The assignment of trade marks must be made by a written agreement, signed by both parties as a deed and notarised and legalised with an apostille. The agreement comes into force between the contracting parties on the agreed date, although it is only effective against third parties, once it has been recorded at the Trade Mark Office.

Copyright

Agreement which assign copyright have to be in writing, otherwise the assignment is null and void.

Design rights

See above, *Patents*.

Trade secrets and confidential information

There are no formal requirements for the assignment of such information.

Utility models

See above, *Patents*.

Company and trade names

Company and trade names cannot be assigned without the transfer of the business

Main terms for assignments

8. What main terms should be included in an assignment of IPRs?

Although there is no minimum content required by the law, any IPR assignment agreement should the:

- Details of the assignor and assignee.
- Precise definition of the IPRs being assigned.
- Scope of the assignment (in whole or in part, territorial scope, etc).

- Warranties/indemnities.
- Assignment clause, clearly indicating that the IPRs are being assigned by the assignor and the.
- Governing law and jurisdiction.

It is not necessary to include the purchase price, as assignments do not require consideration.

For copyright assignments, a thorough identification of each of the assigned rights, including the scope, purpose, means of exploitation, territory and the duration of the assignment is necessary. In addition, it is advisable to include the financial terms.

LICENSING

Scope of licensing

9. On what basis can the main IPRs be licensed?

Patents

Patents can be licensed in whole or in part, exclusively or non-exclusively. Unless otherwise agreed, the licence cannot be exclusive, assignable or inheritable. The licence agreement is valid for two years. Licences can include restrictions regarding the field of use, period of use and territory, provided that these do not breach competition law.

Trade marks

Trade marks can be licensed in whole or in part, exclusively or non-exclusively, for the entire country or just for specific regions. The agreement must be in writing.

Copyright

Copyright can be licensed freely, either in whole or in part. Licences can be exclusive or non-exclusive. In case of doubt, any licence will be deemed to be non-exclusive. Future works or exploitation means that the works that were not known at the time of the signing of the agreement, cannot be part of the licence agreement. The agreement can be limited in respect of its content, purpose, duration, territorial scope and means of exploitation.

Design rights

See above, *Patents*.

Trade secrets and confidential information

No specific requirements exist for the licensing of trade secrets but care to maintain the secret and confidential nature of the information should be taken.

Utility models

See above, *Patents*.

Formalities for licensing

10. What are the formalities to license each of the main IPRs?

Patents

The licence must be in writing and must be recorded with the Patent Office.

Trade marks

A trade mark licence does not have to be in writing but without registration at the Trade mark Office, the licensee cannot enforce the licence against third parties nor can it validly

exercise the trade mark owner's rights in the event of an infringement.

Copyright

The licence agreement must be in writing and care should be taken in relation to regulating all the rights and scope of the licence.

Design rights

See above, *Patents*.

Trade secrets and confidential information

No specific formalities exist for the licensing of trade secrets but it is advisable to conclude the agreement in writing.

Utility models

See above, *Patents*.

Main terms for licences

11. What main terms should be included in an IP licence?

In general, the following terms should be included in the licence agreement:

- Details of the licensor and licensee.
- Detailed definition and description of the IPRs being licensed.
- Scope of the licence and subject matter, territorial scope, duration, exclusivity or non-exclusivity, the right to grant sub-licences and transferability.
- Termination rights and/or automatic termination for certain events.
- Payment means and terms and royalties.
- Allocation of enforcement rights for:
 - infringements by third parties;
 - cases where third parties' actions prejudice the integrity of the licensed IPR;
 - cases where third parties' actions preventing the use of the licensed IPRs.
- Duties for the maintenance of the IPRs.
- Effective date.
- Governing law and jurisdiction provisions.
- Severability.

For copyright, special care should be given to the territorial scope of the licence, the content of the rights being licensed, the means of exploitation and the duration.

TAKING SECURITY

12. What are the key issues in taking security over the main IPRs?

Although IPRs are valuable assets and can be pledged, given as security or otherwise become the subject of rights in rem but also be levied in execution, in practice this is not frequently adopted. The reasons for this include the fact that in the Greek market, IPRs are not seen to be as valuable as tangible assets and also that the valuation of IPRs is rather complicated and still somewhat non-transparent. Trade marks are the most common

form of IPR over which security is taken. Enforcing the security over an IPR is a formal but fairly straightforward process.

13. What are the main security interests taken over IPRs?

Patents

The main security right used is a pledge or the usufruct. In any event the security must be in writing and registered with the Patent Office in order for it to be enforceable against third parties.

Trade marks

See above, *Patents*.

Copyright

Copyright can also be pledged or can be the subject matter of a security assignment. In any event the agreement must be in writing.

Design rights

See above, *Patents*.

Utility models

See above, *Patents*.

Trade secrets and confidential information

No specific formalities exist.

Company and trade names

Not applicable.

M&A

Due diligence

14. What IPR-related due diligence is commonly carried out in both a share sale or merger and an asset sale?

Share sale or merger

In both share and asset sales as well as mergers, the steps to be taken in an IP-related due diligence are the same as those taken in an IP audit (see *Question 5*).

Asset sale

In asset sales, it is very important to precisely define each of the rights that are being sold.

Warranties/indemnities

15. What IPR-related warranties and/or indemnities are commonly given by the seller to the buyer in both a share sale or merger and an asset sale?

The same warranties and/or indemnities should be given by the seller or sought by the buyer in both share and asset deals and mergers. These should include as a minimum the following:

- Ownership and status (that term of protection has not expired, that the rights are free from any encumbrances) of the IPRs.
- Validity and enforceability of the IPRs as well as of any agreement in connection to them.
- No pending proceedings such as opposition, revocation, cancellation or invalidity proceedings against the IPRs.

- No pending civil litigation against the use of the IPRs made by the seller.
- Pending litigation against third-party use/infringement of the IPRs.
- Disclosure of any settlement agreements, co-existence agreements, licences (both in and out) and so on.
- In relation to trade secrets and confidential information, assurances that the seller has given its best efforts to maintain confidentiality

Transfer of IPRs

16. How are the main IPRs transferred in both a share sale or merger and an asset sale?

Share sale or merger

In a share deal, the ownership status of IPRs remains unaffected, as long as it not accompanied by change of name or legal form, as is the usually case with mergers.

Asset sale

In an asset sale, the ownership change of the IPRs must be recorded with the relevant authority, and it is therefore advisable to include a relevant provision ensuring that the seller will perform the tasks necessary to perfect the sale. Alternatively, a power of attorney from the seller to the buyer, allowing him to perform all the necessary tasks and actions to record the change of ownership could be annexed to the agreement.

JOINT VENTURES

17. Is it common for companies to set up joint ventures in your jurisdiction to develop projects that heavily involve IPRs?

It is not common for companies in Greece to set up joint ventures to pursue IP-intensive projects. However, it is not uncommon for two companies, one owning significant IPRs and the other having the requisite financial liquidity to join forces in order to further expand a given technology or product. From the IPR perspective, the JV agreement should include at least the following:

- Identification, description and status of the IPRs each of the parties developed independently from the other before the JV and still owns (background IPRs).
- Allocation of rights on and terms of ownership in the IP to be created in the context of the JV (foreground IPRs).
- Terms of revenue sharing.
- Post termination allocation of IP rights and use/licence agreements.
- Confidentiality and non-compete provisions.
- Internal liability of the parties in case of infringement of third-party IPRs.

COMPETITION LAW

Main provisions and common issues

18. What are the main provisions of your national competition law that can affect the exploitation of the main IPRs?

The relevant provisions of domestic competition law are Articles 1 and 2 of the Competition Law (also known as the law against Restraints of Competition) which correspond to Articles 101 and 102 of the Treaty on the Functioning of the European Union (TFEU, Lisbon Treaty) and prohibit:

- Any agreement between undertakings and any concerted practices that may affect trade or the prevention, restriction or distortion of competition.
- Any abuse of a dominant position such as the:
 - direct or indirect imposing of unfair purchase or selling prices or other unfair trading conditions;
 - limiting of production, markets or technical development to the prejudice of consumers;
 - application of dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;
 - making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.

Also relevant is Article 18a of the Unfair Competition Law, which deals with the abusive exploitation of a relationship of economic independence, under which a supplier or client is not allowed to take advantage of the dependence that its other party has in connection to a given product/service to which no equal alternative exists, by imposing arbitrary trading terms or by abruptly terminating longstanding trading agreements. This is of particular importance in relation to exclusive distribution agreements of IPR intensive markets.

19. What are the most common national competition law issues that arise in the exploitation of the main IPRs?

Any clause in an exploitation agreement that could have an adverse effect on competition should be avoided as it will be by law null and void and could render the entire agreement problematic. Some of the most common issues include:

- Price fixing, where, by virtue of an agreement, the freedom to set the price of a product incorporating patent protected technologies, is restricted.
- The demand by the IPR proprietor of unreasonably high prices in comparison to the market price for the given technology.
- Market sharing issues (limitations apply).
- Requiring a licensee to delay the marketing of the licensed products.
- Refusal to sell or license an IPR, under certain conditions. .

Exclusions/exemptions

20. What exclusions or exemptions are available for national competition law issues involving the exploitation of the main IPRs?

Agreements that initially seem to be anti-competitive will not fall under the restrictions of Article 1 of the Greek Competition Law, provided that they contribute to the improvement in production, distribution of goods or the promotion of technical or economic progress, while allowing consumers a fair share of the resulting benefit. It is critical that such agreements do not impose restrictions that are irrelevant to the pursued purpose.

As well as domestic provisions, the EU block exemption regulations are also applicable, namely the:

- Regulation (EU) 316/2014 (Technology Transfer Block Exemption Regulation).
- Regulation (EU) 330/2010 (Vertical Restraints Block Exemption Regulation).
- Regulation (EU) 1217/2010 (Research and Development Block Exemption Regulation).

ADVERTISING

21. To what extent do advertising laws impact on the use of third party trade marks?

The general rule is that comparative advertising is permitted but there are rules in place to protect consumers from being misled and competitors from unfair behaviour and tarnishment of their trade names and trade marks.

Any advertising, that defines directly or indirectly or suggests the identity of a specific competitor or his products/services, is comparative. Such advertising is permitted if it:

- Is not misleading (that is, does not constitute unfair business-to-consumer commercial practice).
- Compares goods or services meeting the same needs or intended for the same purpose.
- Objectively compares one or more material, relevant, verifiable and representative features of those goods and services, which may include price.
- Does not discredit or denigrate the trade marks, trade names, other distinguishing marks, goods, services, activities, or circumstances of a competitor.
- Relates to products with the same designation (for products with designation of origin).
- Does not take unfair advantage of the reputation of a trade mark or trade name of a competitor or of the designation of origin of competing products.
- Does not present goods or services as imitations or replicas of goods or services bearing a protected trade mark or trade name.
- Does not create confusion among traders, between the advertiser and a competitor or between the advertiser's trade marks, trade names or other distinguishing marks.

The mention or reproduction in advertisements of the results of comparative tests between products or services carried out by third parties is permissible if the consent of the administrator of the test has been obtained.

If the advertising is not in line with the above requirements, it can also constitute an act of unfair competition.

EMPLOYEES AND CONSULTANTS

22. Who owns each of the main IPRs created by an employee in the course of his employment? Must compensation be paid in relation to employee IPRs? What main steps can an employer take to ensure it owns each of the main IPRs?

Patents

An invention by an employee belongs to the employee (free invention) unless the invention is either a service invention, in which case it entirely belongs to the employer, or is a dependent invention in which case it belongs by 40% to the employer and by 60% to the employee.

A service invention is the outcome of a contractual relationship between an employee and an employer for the development of inventive activity.

A dependent invention is one created by an employee with the use of materials, means or information of the enterprise in which he/she is employed.

Any agreement which restricts the rights of the employee is null.

Designs

See above, *Patents*.

Utility models

See above, *Patents*.

Copyright

Copyright for works created by an employee in the course of his employment is vested directly in the author/creator. If no agreement exists between the parties, only those powers and rights that are necessary for the execution of the contractual obligations are transferred to the employer.

Compensation

Patents/Designs/Utility models

Where a service invention is created, the employee has the right to request additional reasonable compensation if the invention is particularly profitable to the employer.

Where the employer creates a dependent invention, the employer is entitled to exploit by priority against compensation to the inventor, proportional to the economic value of the invention and the profits it brings.

Copyright

The employee is not entitled to additional compensation for copyright works created in the course of the employment.

Main steps

Patents/Designs/Utility models

The inventor of the dependent invention is obliged to notify the employer in writing about the invention and must give the necessary data for the filing a joint patent application. If the employer does not respond in writing within four months from that notification, the patent application is filed by the employee alone and in this case the invention belongs entirely to the employee.

Copyright

Since the law only allows the employer to retain the right to use the work in a way that allows for the correct performance of the

employment contract, it is advisable to include a provision in the employment agreement that any work created by the employee in the course of his or her employment is deemed to be a "work made for hire" and thus, that every right is automatically transferred to the employer.

23. Who owns each of the main IPRs created by an external consultant? What main steps can a business take to ensure it owns each of the main IPRs?

Ownership

Unless otherwise agreed, IPRs created by external consultants are owned by them.

Main steps

To avoid uncertainty and ensure that ownership of contracted IPRs stays with the business, the contracts should contain provisions explicitly stating that the consultant must assign the rights created in the course of the consultant's contractual work to the business.

TAX

24. What are the main taxes payable by a licensor on the licensing of the main IPRs?

Royalty income collected by natural persons who are tax residents of Greece is subject to a 20% tax withholding obligation. If this is done as a professional activity then, the tax that has to be withheld is 26% for any fees up to EUR50,000 and 33% for any fees exceeding EUR50,000.

Legal entities which are tax residents of Greece, regardless of their activity, are subject to a 20% tax charge on the collected royalty fees. No tax withholding is required. For royalty fees collected from counterparties residing in other countries, the tax rate rises to 29%.

Any invoice issued in relation to royalty fees is subject to VAT at 24% for legal entities and 13% for natural persons.

25. What are the main taxes payable by a seller on the sale of the main IPRs?

The proceeds from any sale of an IPR count as income arising out of the subject's professional activity and as such are aggregated with the seller's taxable income, which currently is subject to general income tax rates.

CROSS-BORDER ISSUES

26. What international IP treaties is your jurisdiction party to?

Greece is party to the following treaties:

- WIPO Copyright Treaty.
- WIPO Performances and Phonograms Treaty.
- Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks.
- Locarno Agreement Establishing an International Classification for Industrial Designs.

- Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks.
- Strasbourg Agreement Concerning the International Patent Classification.
- Hague Agreement Concerning the International Registration of Industrial Designs.
- Convention for the Protection of Producers of Phonograms Against Unauthorized Duplication of Their Phonograms.
- Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure.
- Rome Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations.
- Brussels Convention Relating to the Distribution of Programme-Carrying Signals Transmitted by Satellite.
- Patent Cooperation Treaty.
- Nairobi Treaty on the Protection of the Olympic Symbol.
- Convention Establishing the World Intellectual Property Organization.
- Paris Convention for the Protection of Industrial Property.
- Berne Convention for the Protection of Literary and Artistic Works.
- Convention for the Safeguarding of the Intangible Cultural Heritage.
- International Plant Protection Convention.
- World Trade Organization (WTO) - Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement).
- European Patent Convention.
- Vienna Agreement Establishing an International Classification of the Figurative Elements of Marks.

A detailed list of treaties can be found at <http://www.wipo.int/wipolex/en/profile.jsp?code=GR>

27. Are foreign IPRs recognised in your jurisdiction?

The principle of territoriality is one of the cornerstones of the Greek IP legal system. As a result, foreign IPRs are not

recognised unless registered locally. Of course, Greece is a signatory member of all the major treaties concerning the international protection of IPRs.

Patents

The Patent Cooperation Treaty allows for the international registration of patents and also for foreign patents to be registered in Greece.

Trade marks

The Madrid Agreement allows for international registrations to extend their territorial scope through the designation of Greece as one of the countries for which protection is sought.

Copyright

In the context of the Berne Convention, works originating in one of the contracting states enjoy the same protection in Greece as the works of Greek nationals. This derives from the principle of national treatment as stated by the Convention.

Additionally, since a number of countries are parties to the Berne Convention, their nationals enjoy copyright protection in Greece by the mere fact of creation, in line with the principle of automatic protection, according to which copyright protection is enjoyed without the need to follow any formal process.

Design rights

The Hague Agreement on Industrial Designs provides for the international registration of designs and also for foreign designs to be registered in Greece.

REFORM

28. Are there any proposals for reform?

There are currently no proposals to reform any of the laws governing IPRs. However, in relation to trade marks, implementation of Directive (EU) 2015/2436 to approximate the laws of the member states relating to trade marks (new trade marks directive) is expected to be achieved by the deadline of 14 January 2019.

Greece has not yet ratified the Agreement on a Unified Patent Court, although this is expected likely to take place before the end of the year.

In relation to trade secrets and confidential information, the transposition of Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure, is expected within the next ten months.

ONLINE RESOURCES

Legislation

W www.et.gr

Description. This is the official website of the Government Gazette where all the legislation is published once it has been adopted by the Parliament. This website does not update the legal texts as they are amended, so the texts may not be accurate. No English translations are available.

Industrial Property Organisation

W www.obl.gr

Description. This is the official website of the Industrial Property Organisation or OBI as it is known in Greek, which administers all the procedures regarding patents, designs and utility models. It maintains updated versions of the relevant legal texts in both Greek and English (for patents and utility models see www.obl.gr/obl/Default.aspx?tabid=223 and for designs www.obl.gr/obl/?tabid=229).

Hellenic Copyright Organisation

W www.opi.gr

Description. This is the official website of the Hellenic Copyright Organisation or OPI as it is known in Greek, which administers all the procedures regarding copyright. It maintains updated versions of the relevant legal texts in both Greek and English www.opi.gr/index.php/en/national-legislation/laws and also provides a search tool www.opi.gr/index.php/en/library/legislation.

Practical Law Contributor profiles

Stefanos Tsimikalis, Partner

Tsimikalis Kalonrou Law Firm

T +30 210 3647528

F +210 3632576

E s.tsimikalis@athenslegal.gr

W www.athenslegal.gr

Professional qualifications. Lawyer admitted at the Athens Bar Association

Areas of practice. Intellectual property, data protection; technology, media, sports and entertainment.

Recent transactions

- Acting for one of Greece's leading food producers in relation to the use of a sign similar to a well-known trade mark, made by a competitor and litigating the case.
- Advising a leading European car manufacturer on wheel-rims design infringements
- Acting for a leading European car manufacturer on a copyright infringement case, in relation to its satellite navigation technology
- Acting for a leading chocolate manufacturer in relation to opposition proceedings initiated at the EUIPO against similar EUTM applications.

Languages. Greek, English, German

Professional associations/memberships. INTA, ECTA, MARQUES, AIPPI, ItechLaw