



WINDS FROM JAPAN

The Licensing Executives Society Japan

The Challenge of Becoming an Attractive Society in 2007

By Kiyohide OKAMOTO*

I am honored to have been reappointed President of LES Japan at the 35th Annual General Meeting on February 14. The new Trustees are being introduced through the LES Japan website. During this next presidential term, along with my colleagues, I would like to put more efforts into our domestic as well as international activities based on “The Challenge of Becoming an Attractive Society”.



LES Japan, as you know, is an independent non-profit society that works with other practitioners, and performs studies and investigations regarding licensing issues based on mutual trust and the spirit of volunteerism. The total number of members in our society grew to 666 by the end of December, 2006, which represents a net increase of 20 members. Approximately 60% of the members are company managers and officers involved in intellectual property, legal affairs and licensing, 20% are patent attorneys, 10% are attorneys at law, and 10% are business persons and academics. LES Japan has a Planning Committee which includes presidents and vice presidents, and decisions of the Society are made by meetings of our 39 trustees.

1. Activities in the year 2006

Our activities this past year were concerned with five major categories: 1) providing more study and education, 2) improving publicity, 3) strengthening international activities, 4) improving LES office logistics and financial status, and 5) advancing more domestic activities. Highlights of the activities performed during 2006 were as follows:

(1) Study and Education

We now have 13 working groups, two of which were, in 2006, newly organized and promoted by the sub-leaders among the younger members. Each group has about 10 to 40 members. Further, the

Study groups meet almost every month in Tokyo (with 49 members) and Osaka (with 14 members). Monthly seminars are typically held in the Kanto (Tokyo) and Kansai (Osaka) areas. We had a total of 20 seminars, with the 1,047 participants.

Seven years have passed since we started our “Licensing Course” for the education of licensing professionals. In 2006, the total number of attendees was 85 in Osaka and Tokyo. Furthermore we started a “Basic Course for Drafting English License Agreements,” and 71 attendees participated in the course in Tokyo. This year, LES Japan has also been successful encouraging active participation from its younger members.

(2) Annual Conference

Our Annual Conference, the biggest event of the year, was carefully planned and offered LES Japan members and their families access to the lectures and speakers, via an excursion and a dinner party. Colleagues from overseas member societies who participated commented that they enjoyed networking with us. In 2006, the event was held in Otaru City, Hokkaido, with the city’s Mayor as our guest. We welcomed 166 participants, which was a 25% increase over last year. This was thanks to employment of the website for information sharing and acceptance of online applications, which also resulted in a reduction in the registration fees.

(3) Full use of Website and Introduction of a New LES Logo

For the purpose of better communication among members, we put more content on the LES Japan’s WEB site. Use of the WEB site was encouraged for participation in activities and seminars of LES Japan, which contributed to greater efficiency and improvement of the general affairs. Further, use of a new LES Logo was introduced.

(4) Strengthen International Activities

In April, 80 friends of our Society attended the LESI Annual Conference in Seoul, Korea. Also, our third joint meeting with the IP Practice in Japan Committee of AIPLA was held in May. In September, the Second Japan-China Joint Symposium

was held in Beijing, where we sent 40 members and enriched our exchange activities. In Beijing, we enjoyed meetings with important members of the Chinese Supreme Court, the Department of Commerce, a top university and a Chinese company. As a mentor society to LES Chinese Taipei, we provided a speaker at their Licensing Workshop. In November, we held an international symposium of corporate intellectual property strategies, to which we invited top intellectual property management executives from outstanding companies of Japan, the United States and the European Union. While it is quite common in Japan to hire translators for such an event, we changed the status quo and opted for English to be used as the common language. Thus, English was used at the symposium for the purpose of challenging members to attend and participate in international activities. As for routine activities, four issues of "LES JAPAN NEWS" and three issues of "WINDS FROM JAPAN" were released.

(5) Presentation of Public Comments

To enhance awareness of our Society in Japan, we presented a public comment, "On the Creation of a Registration System of Comprehensive License Agreements," to the Office of Intellectual Property Policy, Ministry of Economy, Trade and Industry.

2. Major Activities Planned for 2007

This year there are several important activity themes, 1) Improving Study and Educational Programs, 2) Strengthening International Activities, and 3) Increasing Information Published by LES Japan.

(1) Improving Study and Education Programs

1) Enrichment of Monthly Seminars and Working Group activities

To promote and encourage more activity from our Working Groups, we have substantially increased the budget allotted for the activities of each Working Group. In April, a new Working Group was organized to study corporate licensing and management. We are also encouraging younger members to participate as sub-leaders of the Working Groups for promoting group activities. A Basic Course for Drafting English License Agreements will be offered in Osaka, following its success in Tokyo last year.

2) Annual Conference

The annual conference this year, "Toward a Global Standard," will be held in Ise-Shima, Mie Prefecture. The President of LES International and other influential persons from Mie Prefecture and the Japanese Patent Office will be invited to attend as it is the 30th Commemorative Annual Conference. Overseas members are also welcome. To apply please visit our website.

(2) Strengthening International Activities

At the Vancouver Delegate Meeting in October this year, Mr. Chikao Fukuda, President-Elect of LESI, is

scheduled to be appointed as the new President of LES International. Thus it should be seen as imperative that we continue to vigorously participate in various international activities.

1) Strengthening Cooperation in the Asia Pacific Area

In March, the 2007 Asia Pacific Presidents Meeting was held in connection with The Annual Meeting of ANZ in Gold Coast, Australia. Our VP, Mr. Torahiko Maki, and I attended this meeting and promoted the cooperation among Presidents in the Asia Pacific Area.

2) Joint Meeting with AIPLA

We held our 4th joint meeting, attended by the President of AIPLA, on April 17, in Tokyo. It was an excellent opportunity to enjoy networking in English with the 25 members of the IP Practice in Japan Committee of AIPLA at the seminar and reception thereafter.

3) LESI Annual Conference 2007

This year the LESI Annual Conference will be held in Zurich, Switzerland. A Director-General from the JPO is scheduled to be invited as a panelist.

4) LESJ International Symposium

In connection with the Winter Meeting to be held in Japan in January 2008, LES Japan will have an International Symposium with English as the common language. Overseas members are welcome to attend.

(3) Increasing Information Published by LES Japan

1) Strategic Use of the Society Website

We plan to provide more information in both Japanese and English via our website. WINDS FROM JAPAN will be presented on the website and will provide the most up-to-date information from Japan. A website for the Asia Pacific Region Societies is currently under construction. More information about this will be available on the LES Japan website.

2) Information supplied to Judicial and Governmental Organizations

The LES Japan brochure has been revised to introduce our society. We are planning to provide judicial and governmental organizations and other relevant parties with our public comments as well as other information regarding our Society to provide a broad introduction of our activities.

With "The Challenge of Becoming an Attractive Society" as this year's slogan, LES Japan is likely to become even more attractive. We also aim to be more accessible to our overseas friends. Your cooperation will be most appreciated. For details please visit our homepage, <http://www.lesj.org/>

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\*President, LES Japan

*Intellectual Property Advisor, OMRON Corporation*

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## OBITUARY NOTICE

### By Kiyohide OKAMOTO\*

Mr. Mitsuya Okano, who was the first president of the Licensing Executive Society of Japan (LESJ) and was an executive managing director of Sumitomo Chemical Company, passed away on April 5, 2007, at the age of 82.

During his term of office after he was elected as the president of LESJ, which was established July 1, 1972, he was instrumental in organizing the International Conference of LES in Tokyo in 1972, in issuing LES JAPAN NEWS, and in promoting many historical activities at the LESJ. After being elected

as the fourth president of LES International for the year of 1977, he also contributed to many international and domestic activities for the LES. We believe that his contributions were of great importance to the development of the LESJ. We sincerely express our sorrow over his death.

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**President, LES Japan*

Intellectual Property Advisor, OMRON Corporation

In Memory of Mr. Mitsuya Okano

By Akira Mifune*

We were shocked to hear that Mr. Mitsuya Okano passed away in Osaka, on April 5, 2007, at the age of 82, due to a sudden illness.

Mr. Okano was born in Osaka in 1924. He graduated from the Law Faculty of Tokyo University, and joined Sumitomo Chemical Company in 1949. Then he studied at Northwestern University (1953-1954) and worked at the International Cooperation Bureau of U.S. Government (1958-1960). There, he mainly handled foreign affairs and negotiation. He was promoted to General Manager of Foreign Affairs of Sumitomo Chemical, then later to General Manager of Agrochemical Business and made a Senior Executive Director of the Company. After his retirement, he established his own company Okano & Co. in 1993 and specialized in risk management. He worked hard all his life, and we were impressed with his frontier spirit for business. He was a pioneer in the development of technology licensing expertise in Japan.

Mr. Okano became a member of LES USA/Canada, and recognizing the value of the Society, he decided to establish a similar society in Japan for the purposes

of education, training and promotion of licensing experts. In 1972, he founded LES Japan together with 15 sympathizers, including the late Mr. Matsumoto and the late Mr. Saotome, and its activities started under his leadership, as the 1st President of LES Japan. In the same year, he successfully organized a LES International Conference in Tokyo and started to publish LES Japan News as its bulletin, thereby firmly establishing a base for the development of LES Japan. His achievements attracted international members' attention and he was appointed 4th President of LES International. Without his devotion to the Society, it is hard to imagine that LES Japan could have developed so successfully. He unceasingly participated in various assemblies and seminars, and encouraged and assisted us with his vast knowledge and experiences.

LES Japan will celebrate its 35th Anniversary by holding a Summer Symposium this July. His presence will be sadly missed by the many people who knew and admired him. We offer our sincere sympathy to his family and friends.

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*\*Past President, LES International & LES Japan*

# Patent High Court Hears An Anti-Monopoly Case

By Jinzo FUJINO\*

In Japan, court cases relating to competition law are infrequent. Such cases are usually heard at the quasi-judicial tribunal, the Japan Fair Trade Commission (JFTC). However, there is one notable recent case in which arguments centered around a claim based on the competition law (*Rokumi Sangyo v. Hinode Suido, et al.*, 2006).

This case was initially brought by the licensor, who asserted that a former licensee without a valid license infringed its patents and utility models. The district court found in favor of the licensor and awarded monetary and injunctive relief. The former licensee appealed this decision to the Intellectual Property High Court (IPHC). In its appeal, it strongly argued that the licensor violated the Anti-Monopoly Law with its restrictive licensing arrangements.

The IPHC held that the licensing arrangements were not so unreasonable as to constitute a violation of the Anti-Monopoly Law.

## Background of the Case

The patents and utility models in question related to ground manhole covers made from steel ("Patents"). The Patents included some technical features which were adopted as industrial standards by the industry.

In this case, a major customer was a city administrative office in Kyushu, Japan. The city office designated some manhole covers developed by the licensor for its official procurement program. In addition, the city office asked the licensor whether the relevant patents would be open for use by the local suppliers of the manhole covers to meet the requirement of the official procurement program. The licensor agreed to make the license free for the Patents.

Thus, local manufacturers of the manhole covers who intended to tender the official procurement program required a license from the licensor. The license agreement provided that each licensee had a limitation for *royalty-free* production and that each licensee should purchase the products from the licensor beyond the limitation.

To figure out the level of limitation, the licensor first estimated a likely volume of annual demands from the existing customers. In each jurisdiction of local government, the licensor set a cap at 75% of the estimated annual volume. Then, the 75% volume was divided by the number of the licensees to set an individual ceiling of production. Under this licensing scheme, if a licensee's production volume was beyond its cap, the licensee was required to ask

the licensor to produce the product on behalf of the licensee (OEM products).

The Osaka District Court found infringement of the Patents by the former licensee, and awarded damages in the amount of approximately US\$1 million. The former licensee appealed the decision to the IPHC. In its complaint, the former licensee argued that the licensor's license arrangement restricted competition on the market and thus violated the Anti-Monopoly Law.

The IPHC dismissed the appeal and affirmed the findings of the District Court with minor changes.

## Judgment of the High Court

With regard to the issue of whether the license agreement offered by the licensor was unreasonably competition-restrictive so as to cause a violation of the Anti-Monopoly Law of Japan, the IPHC elaborated on the matter as follows.

Basically, the Anti-Monopoly Law of Japan is not applied to copyright, patent right, utility model, industrial design right or trademark right from its application so long as such rights are based on appropriate and adequate grounds. (Section 21)

The license agreement between the licensor and the licensee included provisions that set forth a limitation in production volume on the part of the licensee. Under the license, the licensee was granted a non-exclusive license to manufacture and sell its own products under the Patents. The agreement also stipulated while the production of the licensed products by the licensee remained below the stipulated volume, the licensee would not be required to pay any royalty under the license. However, the licensee had to buy the products from the licensor beyond the threshold.

Evidence shows that the threshold was set at 75% of the annual market volume which was calculated by the licensor, assuming the likely purchase by each local government and city office. The volume figure with a 75% threshold was divided by the number of the licensees who wanted to apply for the official procurement program. There are two issues to be considered: illegality of including into the license agreement an obligation to purchase from the licensor, and whether the 75% threshold is unreasonable.

It is a legitimate right of the patentee that it would seek a profit from a licensing scheme using its own patent rights. It is not unreasonable that a patentee sets bifurcated license scheme which consisted of a royalty-free license and an obligation of purchasing the products from the licensor. In this case, the threshold was 75% of the estimated demand from the customers, i.e., local governments. It can be considered that beyond the 75% threshold, the

licensor wanted to be assured of a profit under its patents, which is reasonable.

The 75% threshold was determined based on the estimated market volumes. Calculation was made based on a reasonable estimation of likely orders from local governments. There is no evidence showing that the actual market competition was prevented or that such calculation of the annual demand volume was intentionally manipulated. Beyond the threshold, the licensor wanted to be assured of profits under its licensed Patents. Such profits are appropriate and there is nothing wrong with this in the context of the Anti-Monopoly Law.

Based on the above findings, the IPHC ordered that the former licensee pays to the licensor the \$1 million damages under the tort law, plus legitimate interest.

### Discussion

This case may not be seemed a particularly important patent infringement case. Apparently, it is hard for a former licensee to argue for non-infringement after a license agreement has expired. However, this case is interesting as an example of defense against patent infringement for at least two reasons.

First, the former licensee's arguments for defense were based on the Anti-Monopoly Law. Unlike in the United States, an alleged infringer cannot seek equitable relief of patent misuse. There is no statutory relief for which a doctrine of patent misuse is specifically applied. Thus, the alleged infringer could rely on a counterclaim that the licensor violated the Anti-Monopoly Law, or that the licensor breached the law of torts under the Civil Code. In this case, the licensor sought the former approach.

Secondly, and more interestingly, this case involves aspects of patent licensing and industrial standards. There was some agreement between the licensor and the local government with respect to the use of the Patents in the designated industrial standards. An interesting legal question is whether such a fact influences the determination of legality by the court with regard to restrictive conduct. In this case, however, the court did not address this question.

For readers' reference, the licensor and other local manufactures of ground manhole covers for official use were once charged with a violation of the Anti-Monopoly Law by the JFTC. The JFTC announced its decision that a consorted price-fixation was formed in the market of manhole covers and determined that there was a violation of the Law. In this case, the licensor's Patent was available for use by local manufactures free of charge. With this free license, they were able to supply their own products to major customers. (JFTC's 1993 decision in the matter of *Hinode Suido*, et al).

It is likely that the former licensee in this case might have wanted to use the JFTC's decision against the licensor as leverage for settlement negotiations. The former licensee might have expected that the former licensee would compromise in the end. However, it seems that the tactics did not work.

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*Editor, *WINDS from Japan*
Professor, Tokyo University of Science, Graduate School of Intellectual Property Studies

New Patent License Registration System Bill in Diet Deliberations

By Mitsuo KARIYA*

A bill for introducing a registration system for comprehensive patent licenses was submitted to the Lower House in Japan on February 6, 2007. The purpose of the new patent license registration system is to ensure that a licensee of a comprehensive license can continue its licensed business even after transfer of licensed patents to a third party or bankruptcy of a licensor.

Under the Japanese law, a licensee cannot assert a right to the license against an acquirer of the licensed patent and the administrator in bankruptcy of the licensor may terminate the license prior to transfer of the licensed patent to a third party. When a license is registered in the patent register the licensee is entitled to assert a right to the license against the

patent acquirer and the administrator in bankruptcy of the licensor is not allowed to terminate the license, because of the effect of registration set forth in Section 99 (1) of the Japanese Patent Law.

However the current registration system requires registration of a license for individual patent. Since a license is registered in the patent register only a license for an issued patent can be registered. The required information in the patent register includes the term of the license, the regional limitation, the licensed activities (e.g. manufacturing, selling, leasing and offering for sale) and the license fee, etc. and the information is open to the public.

It is recognized that comprehensive patent licenses are chosen in many cases for convenience. Comprehensive patent licenses cover a number of patents without identifying each licensed patent.

Comprehensive patent license agreements sometimes cover not only issued patents but also pending applications that will be issued during the licensed period. Many of the patent license agreements include confidentiality provisions. Therefore it is considered that the current registration system is not suitable for comprehensive patent licenses.

The number of patent transfer due to patent sales and bankruptcy became four times higher than ten years previously, and exceeded 10,000 in 2005. A new registration system for comprehensive patent licenses has been demanded by the industry and has been studied by the government since 2002.

The new comprehensive patent license registration system uses a new license register that is separate from the patent register. When a comprehensive license is registered under the new registration system the licensee can assert a right to the license against an acquirer of the licensed patents, and an administrator in bankruptcy of the licensor may not terminate the registered license.

The requirements for a license agreement which can be registered under the new system are 1) a written agreement; 2) an agreement between legal entities; 3) a license agreement for patents (collectively including patents, utility models and/or their "Senyo License", i.e. a special type of exclusive license under Section 77 of Japan Patent Law; and 4) not all licensed patents are identified by patent number.

The licensee, together with the licensor or with the consent by the licensor, needs to submit a request for registration. The registered information includes the name and the address of the licensor, the name and the address of the licensee, information specifying the licensed patents and the licensed scope, e.g. the term of license, the regional limitation and the licensed activities. The way to specify the licensed patents will be specified in the implementing regulations. When the licensed patents in an agreement are defined to include pending applications such pending applications can be included in the registration.

The new license registration system allows a third party to access the registered information in order to ensure the security of transactions. There may be cases when the necessary information for patent transaction is not voluntarily shared by a licensor or a licensee. The new system provides three different types of disclosure procedures for the registered information.

1) Limited Disclosure to everyone

The registered information of the name and address of the licensor and the number of registered licenses for the licensor is disclosed to everyone. Assuming that there are three registered licenses between

Licensor X and each of Licensees A, B and C, and Company Y plans to acquire a patent Z from Licensor X, Company Y may obtain information that Licensor X granted some patent licenses to three licensees, by requesting a certificate for the open information. Based on the open information regarding the number of licensees Company Y may ask Licensor X whether the patent Z is relevant to the three registered license agreements.

2) Disclosure of Licensee to a privy

Upon request, the name and the address of the licensees are disclosed to a privy, e.g. the party who acquired a licensed patent, the administrator in bankruptcy of the licensor, the creditor who garnished a licensed patent. After Company Y acquires the patent Z, Company Y can know that the licensees are A, B and C. Based on this information Company Y may contact Licensees A, B and C to ask whether the patent Z is relevant to the registered license agreements.

3) Disclosure of the content in register to a privy after a certain time period

Upon request, all registered items for the licensed scope of the registered license agreements are disclosed to a privy after a certain time period from a notification. When Company Y notifies Licensees A, B and C of the request for disclosure, Licensees A, B and C can determine whether they request that the patent Z be excluded from the license registration. If Licensee C considers that the patent Z is not relevant to the registered license, Licensee C may register that the patent Z is excluded from the registered license in order to avoid unnecessary disclosure to Company Y. When the patent Z is excluded from the registered license, Licensee C is no longer entitled to assert the right to the license of patent Z against Company Y even if the patent Z is later found to be relevant to the registered license.

It is expected that the bill will be approved in the ongoing Diet session and associated implementing regulations are being developed. When the new registration system becomes effective, licensees may often request to stipulate the licensor's obligation in comprehensive patent license agreements to give the licensor's consent to license registrations.

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*\*Editor, WINDS from Japan  
Senior Manager, Intellectual Property,  
Alcatel-Lucent Japan Ltd.  
Patent Attorney*

# 2006 LES Japan & China Joint Symposium

## LES Japan East Asian Working Group

**By Toshihiro TETSUKA\***

The first LES Japan and china joint symposium was held in Sian, China, on June 1-4, 1997. After this symposium, both societies are continuing friendly and close relationship. Chinese circumstances changed many fields, e.g. amendment of law, increasing of entrust contract and joint R&D research, and others.

As the result of such understanding, both societies decided to arrange the second symposium for discussing technical transfer issues. This second joint symposium was held in Beijing, China, on September 26, 2006. Participants were about 100 members (China members-about 60/Japanese members-about 40). Main subject was 'China-Japan Joint R&D – Today and Future'.

Presentations at this symposium were as follows:

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|----------------------------------------------------------------------------|--------------------------------------------------------------------|
| Mr. Hiroshi Akimoto /<br>Takede Chemicals,<br>Managing Director            | “New trends and technology alliances of drug discovery strategies” |
| Mr. Takahiro Watanabe /<br>Hitachi, General<br>Manager of IP<br>department | “China relating R&D and Intellectual Property”                     |

|                                                                                          |                                                                                                                |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Prof. Alice Ngan and<br>Prof. Steve Au-Yeung /<br>The Chinese University<br>of Hong Kong | “R&D Collaboration with China – an Overview from Hong Kong”<br>“R&D Collaboration with China – a Case Example” |
| Mr. Christopher Shaowei<br>/ Attorney at Law                                             | “Legal Issues on Joint R & D Activities in China”                                                              |
| Prof. Wang Bing /<br>Tsinghua University                                                 | “Co-ownership of Technology under joint R&D between University and Corporation”                                |
| Judge Luo Dong Chuan /<br>Supreme Peaple’s Court                                         | “Judicial Practice on dispute of technology contract”                                                          |

After this symposium, Japanese members visited Supreme People’s Court, Ministry of Commerce, Tsinghua University, research institute of private corporation and Dalian Economic & Technological development Area and discussed technology transfer issues.

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**Editor, WINDS from Japan
Professor, Tokyo University of Science, Graduate School of Intellectual Property Studies*

IP News from Japan

By Shoichi OKUYAMA*

JFTC Publishes New Draft IP Guidelines for Public Comments

On April 27, 2007, just before the beginning of the "Golden Week" spring holidays in Japan, the Japan Fair Trade Commission (JFTC) published a 24-page draft of new antitrust guidelines concerning the use of intellectual property rights. The new guidelines, when finalized, will supersede the existing guidelines on patent and know-how licenses. The JFTC is accepting public comments until June 7, 2007.

The draft explicitly broadens its scope beyond patent and know-how licenses to all aspects of intellectual property protection related to technology, including design protection for industrial products and copyright protection on computer software.

Also, a number of new examples are introduced. For example, assume that companies A and B are

competing with each other, and company A uses technology A and company B adapts technology B. If company A buys IP rights related to technology B from other companies and refuses to license them to company B while company A does not at all use technology B, such acts of company A may be considered an antitrust violation. A few new examples are included that are related to patent pooling and standardization.

Furthermore, in a package of documents offered for public comments, a list of black, grey and white acts under the antitrust law is provided summarizing the draft. Price restrictions, limitations on research and development activities, and exclusive grant back or obligatory assignment of improvements are three patterns of black acts according to this list.

China and Korea Join the Trilateral Offices in Harmonization Efforts

Currently, USPTO, EPO and JPO are working on a unified format for patent applications. During the meeting held in Hawaii on May 11, 2007 among representatives of USPTO, EPO, and JPO plus the Chinese and Korea IP Offices, China and Korea agreed to join the trilateral offices for the project on the unified format and also for future efforts toward further harmonization including mutual use of examination results. The involvement of China in harmonization efforts is expected to be useful in improving IP protection in that country.

JPO Publishes an IP Strategy Case Book

The Japan Patent Office published on April 4, 2007 a 268-page book containing 600 examples including failed and successful cases about intellectual property management of Japanese and foreign corporations. JPO had extensive interviews with 150 Japanese and foreign companies and collected 100 cases of failed attempts and 500 cases of successful examples of IP management. This is the first of its kind published by JPO. The book in the Japanese language can be down-loaded from the JPO web site and is also available at book stores at 2,940 yen for purchase.

IP High Court Also Finds Copyright on the US Movie *Shane* Expired

On March 29, 2007, the IP High Court, Judge Tsukahara presiding, rendered a decision finding copyrights on the 1953 US movie *Shane* expired on

December 31, 2003. Under the law amendment that took effect on January 1, 2004, the term of copyright protection for movies was extended to 70 year from the previously applicable 50 years. The Agency for Cultural Affairs, which oversees the copyright law, had expressed its opinion that a movie that has an expiration date of December 31, 2003 would enjoy the extended copyright term, but the Tokyo District Court had said "No". The IP High Court upheld the district court decision.

The New Head of the IP High Court Appointed

As Judge Shinohara, who headed the IP High Court from its inception in 2005 including its preparation stage, will become the head of the Fukuoka High Court, Judge Tomokazu Tsukahara will head the IP High Court as of May 23, 2007. Judge Tsukahara has been the head of one division at the IP High Court. Both Judges Shinohara and Tsukahara are known for their relatively pro-patentee views. Judge Nobuyoshi Tanaka, who is well known in the IP circles, will head one of the four divisions at the IP High Court moving from the current position as the head of the Nagano District and Family Courts.

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*\*Editor, WINDS from Japan  
Patent Attorney, Ph.D., Okuyama & Co.*

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## **Editors' Note**

We trust that the articles included in this issue will prove useful in providing up-to-date information.

We are pleased to announce that we will hold the 30th anniversary Annual Meeting of the LESJ at Shima Kanko Hotel, Kashikojima, Mie Prefecture, on July 13 and 14, 2007. If you are interested in attending the Annual Meeting, please visit the following web site:

<http://www.lesj.org>

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### **WINDS from Japan Editorial Board Members, 2007**

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