**48.** The provisions of subsection (1) of section 47 shall—

- (1) extend only to acts done for industrial or commercial purposes ;
- (2) not preclude third parties from performing any of the acts referred to therein in respect of a product embodying the registered industrial design after the said product has been lawfully manufactured, imported, offered for sale, sold, used or stocked in Sri Lanka.

## CHAPTER VIII

## Assignment and Transmission of Applications for registration of industrial designs and Registrations of the same

**49.** (1) An application for registration or the registration of an industrial design may be assigned or transmitted and such assignment or transmission shall be in writing signed by or on behalf of the contracting parties.

(2) Any person becoming entitled by assignment or by transmission to an application for registration or the registration of an industrial design may apply to the Director-General in the prescribed manner along within the prescribed fee to have such assignment or transmission recorded in the register.

(3) No such assignment or transmission shall be recorded in the register unless the prescribed fee has been paid to the Director-General.

(4) No such assignment or transmission shall have effect against third parties unless so recorded in the register.

**50.** In the absence of any agreement to the contrary between the parties, joint owners of an application for registration or the registration of an industrial design may, separately, assign or transmit their rights in the application

Assignment and transmission of applications and registrations.

Joint ownership of applications and registration.

Limitation of registered owner's rights.

or registration, use the industrial design and exercise the exclusive rights referred to in paragraphs (a) to (c) of subsection (1) of section 47, but may only jointly withdraw the application, renounce the registration or conclude a licence contract.

## CHAPTER IX

## LICENCE CONTRACTS OF INDUSTRIAL DESIGNS

Interpretation.	<b>51.</b> For the purposes of this Part licence contract means any contract by which the registered owner of an industrial design ("the Licensor") grants to another person or enterprise ("the licensee") a licence to do any or all of the acts referred to in paragraphs $(a)$ , $(b)$ and $(c)$ of subsection (1) of section 47.
Form and record of licence contract.	<b>52.</b> (1) A licence contract shall be in writing signed by or on behalf of the contracting parties.
	(2) Upon a request in writing signed by or on behalf of the contracting parties, the Director-General shall on payment of the prescribed fee, record in the register such particulars relating to the contract as the parties thereto requires to be recorded :
	Provided that the parties shall not be required to disclose or have recorded any other particulars relating to the said contract.
Rights of licensee.	<b>53.</b> In the absence of any provision to the contrary in the licence contract, the licensee shall—
	<ul> <li>(a) be entitled to do any or all of the acts referred to in paragraphs (a), (b) and (c) of subsection (1) of section 47 within Sri Lanka, during the period of validity of the registration of the industrial design, inclusive of the period of renewl if any ;</li> </ul>
	( <i>b</i> ) not be entitled to assign or transmit his rights under the licence contract or grant sub-licenses to third

parties.