

Rights derived from prior manufacture or use.

**87.** (1) Where a person at the filing date or, where applicable, the priority date, of the patent application—

- (a) was in good faith making the product or using the process in Sri Lanka which is the subject of the invention claimed in such application ;
- (b) had in good faith made serious preparations in Sri Lanka towards the making of the product or using the process referred to in paragraph (a),

he shall have the right, despite the grant of the patent, to exploit the patented invention :

Provided that the product in question is made, or the process in question is used by the said person in Sri Lanka :

Provided further, if the invention was disclosed under circumstances referred to in paragraph (a) or (b) of subsection (3) of section 64, he may prove, that his knowledge of the invention was not as a result of such disclosure.

(2) The right referred to in subsection (1) shall not be assigned or transmitted except as part of the business of the person concerned.

(3) The provisions of this section shall not affect the rights of any person to object to the grant of a patent on the ground that such invention is not patentable under sections 63, 64, 65 and 66 of the Act, or to seek relief under sections 68 and 99 of the Act.

## CHAPTER XVI

### ASSIGNMENT AND TRANSMISSION OF PATENT APPLICATIONS AND PATENTS

Assignment and transmission of patent applications and patents.

**88.** (1) A patent application or patent 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 transmission to a patent application or patent may apply to the Director-General in the prescribed manner 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.

**89.** In the absence of any agreement to the contrary between the parties, joint owners of a patent application or patent may, separately, assign or transmit their rights in the patent application or patent, exploit the patented invention and take action against any person exploiting the patented invention without their consent, but may only jointly withdraw the patent application, surrender the patent or conclude a licence contract.

Joint ownership of patent applications or patents.

## CHAPTER XVII

### LICENCE CONTRACTS

**90.** For the purposes of this Part licence contract means any contract by which the owner of a patent (hereinafter referred to as “the licensor”) grants to another person or enterprise (hereinafter referred to as the “the licensee”) a licence to do all or any of the acts referred to in paragraph (a) of subsection (1) and subsection (3) of section 84.

Interpretation.

**91.** (1) A licence contract shall be in writing signed by or on behalf of the contracting parties.

Form and record of licence contract.

(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 might wish to have so recorded :

Provided that the parties shall not be required to disclose or have recorded any other particulars relating to the said contract.