IP in Business Transactions: Norway

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OVERVIEW OF MAIN IPRs

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

Norway is a member of the European Economic Area (EEA) and must comply with the EU's directives and regulations relating to the free movement of goods, services, persons and capital (the four freedoms). Norway is also party to all the major international intellectual property (IP) treaties (see Question 26). This makes Norway a strong advocate for intellectual property rights (IPRs) and an optimal jurisdiction to engage in business relating to IP.

Patents

Patents grant the owners of inventions exclusive rights for 20 years, starting at the filing date. Owners of medical inventions can apply for an additional five years of protection.

For an invention to be patentable it must (§2, Patent Act (patentloven)):

- Be of technical character.
- Be susceptible of industrial application.
- Be new, that is, it cannot have been known before the day of filing.
- Differ from the prior art.


Trade marks

Both registered and unregistered marks are protected in Norway. Both types of marks are protected if they can be considered (§§1-2, Trademark Act (varemerkeloven)):

- Capable of graphical representation.
- Distinctive. Marks that lack the required distinction can be registered if secondary meaning has been acquired. Secondary meaning is acquired when consumers recognise the mark as a source indicator.
- That the mark avoids any of the absolute or relative grounds for refusal. Absolute grounds include marks that are non-distinctive, descriptive, obsolete and deceptive. These grounds are asserted ex officio by the Norwegian Industrial Property Office. If an absolute ground is found, the trade mark is unregistrable. This is the main difference with relative grounds, which includes instances where there is a likelihood of confusion, and where there is arguably unfair competition. These grounds are usually asserted by competing trade mark owners. Disputes concerning relative grounds are heard by the Norwegian Industrial Property Office. Decisions made by the Norwegian Industrial Property Office can be appealed to the Norwegian District Courts.

Trade marks registered with the Norwegian Industrial Property Office, are presumed valid and are protected immediately following registration.

Protection for unregistered marks is acquired by use. The standard of review for use is strict. It requires that the mark is well known in relation to the goods sold, in the relevant market.

Copyright

Copyright law is governed by the Copyright Act (åndsverkloven). Copyright grants the authors, or certain rights holders, exclusive rights to copy, publish, perform, broadcast and make adaptations/derivatives of the work for the life of the author plus 70 years. Protection is only granted to original literary, scientific or artistic works.

There may be several different rights holders for a work. The primary rights holder is the author(s). Other rights holders can be artists, performers, composers, publishers, collective rights organisations and so on. Rights may be licensed, but moral rights of the work will always be intact and cannot be waived.

Norway does not operate with a copyright office, or registry. Copyrights are granted immediately and automatically on the creation of the original work. There is no specific requirement of fixation, even an artist's original choreography is copyrightable.

Design rights

Designs are granted protection by the Design Act (designloven). Design protection starts at the day of filing and is valid for five years. The registration can be renewed up to four times.

A design's registrability depends on whether it is (§3, Design Act):

- Novel.
- Has individual character.
- Avoids any of the statutory exclusions.

Rights conferred by registration are exclusive rights to (non-exclusive list):

- Reproduce.
- Sell.
- Import.
- Use.

Designs are registered with the Norwegian Industrial Property Office (Patentstyret).

Confidential information

Confidential information is primarily enforced by contract (non-disclosure agreements).

Confidential information and trade secrets are also regulated by §28 of the Marketing Act (markedsføringsloven). This regulates misappropriation of confidential information in work relations when that disclosure is required to perform certain job related tasks and the employee is aware, or should be aware, that the information is confidential. §28 also regulates sharing of privileged information and §29 regulates technical know-how.
Certain misappropriation of confidential information is punishable by six months imprisonment and/or fines (§§145, 145a, 257, 294 and 405a, Norwegian criminal code).

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

MAINTAINING IPRS
Search and information facilities

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

Patents
Norwegian patent searches are available through the Norwegian Industrial Property Office (Patentstyret) website (see box, The regulatory authority).

Trade marks
Norwegian trademark searches are available through the Norwegian Industrial Property Office (Patentstyret) website (see box, The regulatory authority).

Design rights
Norwegian design right searches are available through the Norwegian Industrial Property Office (Patentstyret) website (see box, The regulatory authority).

Maintenance of main IPRs

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

Patents
Patents must be renewed annually by paying a renewal fee. The fees (June 2014) range from NOK700 to NOK6500, depending on the renewal year (see www.patentstyret.no/en/Patents/Feed). The first renewal fee is due three years after the registration date, and then consecutively every year for the next 17 years (or 22 years for certain pharmaceuticals), until the patent expires.

Trade marks
Trade marks are valid indefinitely, contingent on actual use. To maintain the registration with the Norwegian Industrial Property Office, registration must be renewed every ten years. The renewal fee (June 2014) for up to three classes is NOK2,600 and NOK1,000 for every additional class.

Copyright
Copyright protection is automatically granted to every new original work and is not contingent on any registry (see Question 1, Copyright).

Design rights
Design protection starts at the day of filing and is valid for five years. The registration can be renewed up to four times, for a total term of 25 years. The first renewal fee is NOK2,900, and increases incrementally until the fourth renewal, which is NOK5,000.

There is also a storage fee for each model stored by the Norwegian Industrial Property Office, which is NOK1,200 (June 2014).

Confidential information
Confidential information is maintained by keeping the secrecy intact. This is primarily done by keeping the recipient of the information bound by contract to not disclose (see Question 1, Confidential information).

Monitoring infringement

4. What steps can a business take to avoid committing an infringement of another party’s IPRs and to monitor whether a competitor is infringing its IPRs?

Patents
Businesses should conduct patent searches through the Norwegian Industrial Property Office (Patentstyret) website, before starting to use new technology and/or initiating the registration process (see The regulatory authority).

Having a patent granted does not automatically prevent others from infringing on the conferred exclusive rights. It is important to monitor competitors’ products to ensure that the exclusive rights are intact.

Trade marks
The steps for trade marks are similar to those for patents (see above, Patents). The main difference to patents is that some marks may not have been registered and are not available at the Norwegian Industrial Property Office (Patentstyret) website. To remedy this, businesses should conduct market research to uncover competitors’ famous marks.

Copyright
Businesses should look for the © symbol, statements of copyrights, usually located at the base of the works.

As there is no copyright registry in Norway, it is imperative that businesses set in place routines for market investigation, and incorporate relevant employee practices, to make sure no third party copyrighted materials are infringed. It is especially important to be updated on competitors’ copyrights.

Design rights
All registered design rights can be found in the Norwegian Industrial Property Office (Patentstyret) database. Before commercialising a new design, businesses should conduct a thorough search in the database for similar designs to avoid infringement.

Confidential information
There are no laws prohibiting reverse engineering (that is, when a competitor gets hold of otherwise secured information and manages to unscramble or decode the content, or individual and parallel development of similar information). A key approach in preventing misappropriation is for employers to confront employees early in the process as to where their know-how is derived from and contractually bind the employee to not use any proprietary information derived from past employers. The employer should also demand indemnification for any later claims resulting from employees’ misappropriation.

EXPLOITING IPRS

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

Generally
It is advised that businesses:

- Conduct searches of patents, trade marks and design rights to establish:
  - asset and interest portfolio: and
  - the degree to which both the business and its competitors have interests registered in relation to these assets.

global.practicallaw.com/ip-mjg
• Identify products that should obtain protection.
• Identify licences and catalogue information such as applicable territories, exclusivity and scope.
• Catalogue due dates for renegotiation of licences and renewals of registered IPRs.
• Supervise all agreements relating to licensing/assignment of IPRs, to make sure they are all binding and effective.

**Patents**

For patents, businesses should initiate a patent search with the Norwegian Industrial Property Office (see box, The regulatory authority) to get a preliminary report on patentability and ensure no competitors have registered a similar patent. When the patent is registered, businesses should mark physical specimens with the applicable patent number (where possible) and establish a monitoring system. The Norwegian Industrial Property Office has a free notification system that monitors any given patent or competitors’ activities.

**Trade marks**

For trade marks businesses should:

• Establish a monitoring system. Anyone can register an account with the Norwegian Industrial Property Office and set up notifications for up to a 1,000 trade marks.
• Supervise trademark licensees/assignees to avoid abandonment of the mark resulting from wrongful use.

**Copyright**

For copyright, businesses should identify any works created by the business. This includes everything from the website, manuals, books, maps, art and so on.

**Design rights**

For design rights, the procedures are the same as for trade marks (see above, Trade marks).

**Confidential information**

For confidential information, businesses should:

• Identify, mark and document all technical information on know-how and other proprietary information.
• Ensure that no such information is leaked. This can be done by:
  - marking all sensitive information with "confidential";
  - obligating all employees to enter into non-disclosure agreements;
  - having adequate security measures, physical (locking doors, security) and non-physical barriers (encryption, passwords).

**ASSIGNMENT**

**Scope of assignment**

6. On what basis can main IPRs be assigned?

**General**

Norwegian intellectual property rights (IPRs) can, like any other business asset, freely be assigned. However, just like any other asset assignment some IPR assignments accumulating actual market power may be considered anti-competitive and therefore prohibited.

**Patents**

Patents can be freely assigned in whole or in part.

**Trade marks**

Both registered and unregistered trade marks are assignable, both with and without goodwill. The only exception is business names.

**Copyright**

Copyrights can be assigned in whole or in part. An important limitation is the moral rights vested in the author, which cannot be assigned.

Copyright assignment can be time and geographically limited. These limitations are usually agreed pre-contractually, that is during negotiations. Although all types of agreements are binding, including oral agreements, limitations should always be in writing and stated specifically.

Authors can bequeath rights (both *inter vivos* and by will), which is binding for successive assignees.

**Design rights**

Design rights can be freely assigned in whole or in part.

**Confidential information**

Confidential information can be assigned in whole or in part.

**Formalities for assignment**

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

**Patents**

There is no formal requirement for patent assignments to be in writing. The patent registry at the Norwegian Industrial Property Office (Patentstyret) must be notified when patents are assigned (see box, The regulatory authority).

**Trade marks**

There is no formal requirement for trade mark assignments to be in writing. The trade mark registry at the Norwegian Industrial Property Office (Patentstyret) must be notified when the trade mark is assigned.

**Copyright**

There is no formal requirement for copyright assignments to be in writing. There is no registry to notify.

**Design rights**

There is no formal requirement for design rights assignment to be in writing. The design registry at the Norwegian Industrial Property Office (Patentstyret) must be notified when the design is assigned.

**Confidential information**

There are no formal requirements regarding confidential information. It is advised that these agreements are made in writing.

**Main terms for assignments**

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

The main terms that should be included in an assignment of IPRs include:

• Specific details of the IPRs being assigned (assignment grant(s)).
• Definitions.
• Details regarding excluded rights.
• Consideration.
Delivery date, cure period, inspection and acceptance.
Limitation of liability, how to allocate risk, what types of damages to address.
Choice of forum and law.
Warranties, preferably express.
Indemnities, general or IPR.
Severability, which allows the agreement as a whole to survive challenges to individual provisions.

**Licensing**

**Scope of licensing**

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

**Patents**
The following licences are available for patents:
- Exclusive, where licensees get exclusive rights to any of the rights inherent in the patent. Depending on the licence agreement, licensees can initiate proceedings against third parties who infringe after the licence agreement is formalised.
- Compulsory, which can be awarded in exceptional circumstances such as to avoid public detriment and anti-trust effects.
- Non-exclusive, where licensees get a limited licence to the patent. The limitation may be one of the rights conferred by the patent, or geographical.

**Trade marks**
See Question 6, Trade marks.

**Copyright**
The following licences are available for copyright:
- Exclusive, which gives the same rights as for assignees (see Question 6, Copyright).
- Compulsory, which applies to circumstances where the law explicitly allows. For example, for copies of copyrighted materials for use in public exams (§13a, Copyright Act).
- Non-exclusive.

**Design rights**
The following licences are available for design rights:
- Exclusive, which gives the same rights as for assignees (see Question 6, Design rights).
- Non-exclusive.

**Confidential information**
Confidential information can be licensed both exclusively and non-exclusively.

**Formalities for licensing**

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

**Patents**
See Question 7, Patents.

**Trade marks**
See Question 7, Trade marks.

**Copyright**
See Question 7, Copyright.

**Design rights**
See Question 7, Design rights.

**Confidential information**
See Question 7, Confidential information.

**Main terms for licences**

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

Depending on the nature of the IP, licensed the following should be considered:
- Clear definitions.
- Licence grant.
- Delivery, acceptance.
- Consideration.
- Audits/accounting.
- Term.
- Termination.
- Limitation of liability.
- Warranties.
- Indemnity.
- Choice of forum, law.
- Export controls.
- Severability, assignability, notices.

**Taking security**

12. Is security commonly taken over IPRs?

The securities act of Norway (panteloven) (§3-4(2)(b)) allows all types of IP to be secured, but only collectively as security on machinery and plant.

Securing IP is relatively common, depending on the business’s financial situation and value of the IP.

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

All types of IPR can be secured in Norway as collective security in machinery and plant (see Question 12).

One major requirement is that only businesses can get IPR secured (§3-4(1) and §3-11(1), Securities Act) (this to, avoid private households using household contents as security). In practice, security interests over IPR are generally in the form of long-term security, evidenced in writing. This interest only obtains legal protection between the parties. To be protected against third party extinction, the security must be recorded in the Norwegian Register of Rights in Movables.
14. What IP-related due diligence is commonly carried out in both a share sale and an asset sale?

**Share sale**

For share sales’ due diligence, it is advised to:

- Analyse both registered and unregistered IPRs held by the target company.
- Analyse all of the target company’s licensed IPR.
- Screen relevant contracts relating to IPR for true ownership and licence.
- Check for restrictions.
- Ask about pending disputes and/or litigation.
- Confirm ownership of claimed IPR by doing searches on the Norwegian Industrial Property Office database (see box, The regulatory authority).
- Any know-how needed to use the IPRs should be sufficiently documented.
- Conduct a freedom-to-operate analysis.

**Asset sale**

For asset sales’ due diligence, it is advised to:

- Prepare asset schedules by analysing both registered and unregistered IPRs held by the target company.
- Analyse all of the target company’s licensed IPR.
- Screen relevant contracts relating to IPR for true ownership and licence.
- Confirm that important IPRs are assignable/licensable to the purchaser/licensor.
- Any know-how needed to use the IPRs should be sufficiently documented.
- Confirm ownership of claimed IPR by doing searches on the Norwegian Industrial Property Office database (see box, The regulatory authority).
- Conduct a freedom-to-operate analysis, that is determine whether the commercialisation, testing and so on of the product avoids infringement of other’s valid IPRs.

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

Both share and asset sale are most commonly warranted or indemnified in relation to mergers and acquisitions in the following ways:

- The IPRs are accurate and complete.
- There are no liens or third parties involved with the IPR.
- There are no third party claims of infringement.
- The IPRs are valid.
- The buyer gets the necessary rights to operate the business.

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

**Share sale**

In share sales, the IPRs go with the shares of the company. The person or entity that owns the shares therefore indirectly owns the IPR.

**Asset sale**

In asset sales, the IPR does not automatically come with the purchase of assets. To also acquire the IPR, there must be a specific assignment.

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

It is common for companies in Norway to set up joint ventures to develop projects in relation to IPRs. There are no formal requirements or restrictions for setting up joint ventures with the aim of further developing and commercialising IPRs. However, it is important to have clear boundaries as to who contributes what IPRs and to who is entitled to future rights.

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

The main national competition rules that can affect the exploitation of the main IPRs are under §§10-11 of the Competition Act (konkurranseloven).

**Anti-competitive agreements**

The Competition Act (§10) prohibits any arrangement that prevents, restricts or distorts competition in trade in any goods or services. IPR agreements seeking to fix prices or distort market conditions generally fall into one of these categories.

**Dominant position abuse**

The Competition Act (§11) prohibits abuse of dominant market position in trade for any goods or services. Dominant corporations should be wary of refusing to license certain IPR. Such action may be deemed as abusing a dominant market position if a secondary market is deprived competition of a new product.

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

Generally, the most common national competition law issues arise with agreements involving dominant position, price fixing, market sharing or territorial restrictions.

See Question 17.
20. What exclusions or exemptions are available for national competition law issues involving the exploitation of the main IPRs?

There are currently no exclusions or exemptions concerning IPRs available for national competition law issues. However, Norway, through the EEA agreement is bound by the EU block exemption in the Technology Transfer Block Exemption Regulation (TTBE). TTBE provides an automatic exemption from the prohibition on anti-competitive agreements set out in Article 101 of the Treaty on the Functioning of the European Union (TFEU) if the following conditions are met:

- Maximum share thresholds: 20% for arrangements between competitors, and 30% for agreements between non-competitors.
- The provisions must not contain any of the restrictions in Article 4 of TTBE, such as resale price maintenance.

ADVERTISING

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

The Marketing Act (markedsføringsloven) regulates advertising and unfair competition in Norway. Comparative advertisement, that is using a competitor’s trade mark with the main objective of comparing the products, is permitted if totally correct, relevant and fair. It is possible to contact the Consumer Ombudsman and the Market Council (CO) (Forbrukerombudet) for an opinion regarding fair. It is possible to contact the Consumer Ombudsman and the Market Council (CO) (Forbrukerombudet) for an opinion regarding a specific advertisement. However, the CO will not give advance rulings.

EMPLOYEES AND CONSULTANTS

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

Ownership

Ownership of patents made during employment is regulated by the Employee’s Invention Act (lov om retten til oppfinnelser som er gjort av arbeidstaker). The act is declaratory and agreements between employer and employee supersede. The general rule is that employees have the same rights to their inventions as other inventors. If the invention is made while performing tasks set by the employer and the use of the invention falls within the employer’s business area, the employer may demand whole or partial ownership of the patent.

Compensation

For patents, the Employee’s Invention Act §7 requires the employer to pay reasonable remuneration. This rule (unlike the general rules regarding ownership) cannot be waived by agreement. In deciding what reasonable remuneration is a concrete assessment must be made. This includes assessing the invention’s actual value, the employee’s employment contract, how much use the business actually needs the invention and what is expected of the employee. Compensation is higher if the employee exceeded what was expected in his employment.

Copyright

The general rule of the Copyright Act §1 is that the creator, that is the employee, gets the copyright. Although there is no equivalent provision affording the employer rights in the work, Norwegian courts have found that in cases where there is no contract regulating this question, that the employer presumptively gains the necessary rights of the work in order to conduct its regular business. An example of how this works in practice is a Supreme Court case (Rt. 1919, p 669) where the court found that a periodical had the right to distribute copies of the author’s drawings but no rights to the original drawings. The paper did not need the original drawings to conduct its regular business.

Main steps

It is advisable to include a general IPR clause vesting all gained rights with the employer as copyright does not automatically vest with in the employer (see above, Copyright).

Ownership

Copyright. Rights are generally vested in the author, unless otherwise specified in contract. It is important to clarify that any work made for hire is to be assigned to the proprietor’s business.

Patents. Patent rights belong to the inventor, unless otherwise is specified in the application or contract.

Trade marks. Trade mark rights usually belong to the business, as the logo, slogan and so on, is made with the specific intention of serving as a trade mark. However, the actual copyright of a trade mark is vested in the author. The copyright should therefore be assigned to the business and its assignment should be arranged contractually before the work commences.

Main steps

Norwegian law does not differ a lot in cases between work made for hire, and those made by regular employees (with the main difference regarding patents (see above, Ownership: patents). However, the rights to these works always presumptively lie with the contractor, unless there is a contract to the contrary. Rights to work should always be clarified early in the process and be a central part of any contractor agreement.

TAX

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

Royalties from licensing IPRs are considered part of the licensing company’s global income and is subject to 27% taxation (2014). To calculate the taxable income, all types of income is deducted, including but not limited expenses and royalties.

National income tax must be added in estimating an individual’s total taxation. The tax rates are progressive up to 12% and social security fees range from 5.1% to 14.1% (Oslo), depending on where the individual resides.

Royalties are also subject to a 25% value added tax (VAT), which must be included in the invoices directed to the licensee. Royalty payments from entities residing abroad are not subject to Norwegian withholding taxes.
25. What are the main taxes payable by a seller on the disposal of the main IPRs?

Profits from disposal of IPRs are considered a capital gain, which is added to the gross overall income when calculating net taxable income. Capital gains are taxed at a flat 28% rate.

To estimate individuals’ total taxation, see Question 24.

CROSS-BORDER ISSUES

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

Norway is party to the following international IP treaties:

- Paris Convention for the Protection of Industrial Property (1 July 1885).
- Locarno Agreement Establishing an International Classification for Industrial Designs (27 April 1971).
- Vienna Agreement Establishing an International Classification of the Figurative Elements of Marks (12 June 1973).
- Strasbourg Agreement Concerning the International Patent Classification (7 October 1975).
- Convention for the Protection of Producers of Phonograms Against Unauthorized Duplication of Their Phonograms (1 August 1970).
- Patent Cooperation Treaty (1 January 1980).
- Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks (29 March 1996).
- Hague Agreement Concerning the International Registration of Industrial Designs (17 June 2010).

A detailed list of treaties can be found at www.wipo.int/wipolex/en/profile.jsp?code=NO.

27. Are foreign IPRs recognised in your jurisdiction?

Patents and trade marks

Norway is a member of the Paris Convention. Under the Convention, any patent or trade mark application in another member’s jurisdiction receives national treatment, that is, receives the same treatment as if it was registered in the national jurisdiction.

Patent or trade mark applications receive a six month priority deadline in all the member countries. This means that a registration in the US on 1 January 2014 gives a priority date of 1 January 2014 in Norway as well, even if the Norwegian application is not submitted until 31 May 2014.

See also Questions 1 and 26.

Trade marks

Norway is a signatory of both the Madrid Agreement and Madrid Protocol (cumulatively Madrid System) (see Question 26). Under the Madrid System, trade marks registered in the country of origin receive the same treatment when registering the mark in any of the other member states. The Protocol allows nationals of a member country to initiate registration procedures based on a pending application in the country of origin.

Copyright

Norway is a member of the Berne Convention (see Question 26). This means that any copyrighted works from an author in any of the other member countries receives national treatment.

Design rights

Norway is a member of the Hague System for International Registration of Industrial Designs (Hague System) (see Question 26). Under the Hague System, nationals of member states can register designs in multiple member states by filing one main application with the World Intellectual Property Organization (WIPO). This application is in practice a single application administered by WIPO and sent to all the relevant member states.

REFORM

28. Are there any proposals for reform?

The Ministry of Education and Research is in the process of revising the Copyright Act to implement Directive 2011/77/EU on the term of protection of copyright and certain related rights, regarding the term of protection for fixations of performances and for phonograms from 50 to 70 years. The Ministry is also working on simplifying the Copyright Act text.

Additionally, the Ministry is working to implement Directive 2012/28/EU on certain permitted uses of orphan work, effectively allowing the digitalisation and publication of works where the author is unknown or unfindable for pedagogic and cultural purposes.

Current licence provisions are planned to be revised to comply with Directive 2014/26/EU on collective management of copyright and related rights and multi-territorial licensing of rights in musical works for online use in the internal market.
**THE REGULATORY AUTHORITY**

**Norwegian Industrial Property Office (Patentstyret)**

W [www.patentstyret.no/en](http://www.patentstyret.no/en)

**Main areas of responsibility**

- Processes applications and rights relating to patents, trade marks and design in Norway for both Norwegian and international businesses.
- Takes initiative to stimulate Norwegian businesses with increased protection and improving the use of intellectual property.
- Delivers information and counselling services to Norwegian businesses.

**Guidance on application procedure.** All pertinent information is available at its website (see above). For specific questions relating to the application procedure contact the Information Center at [infosenteret@patentstyret.no](mailto:infosenteret@patentstyret.no).

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**ONLINE RESOURCES**

**Lovdata**

W [www.lovdata.no](http://www.lovdata.no)

**Description.** The purpose of Lovdata is to establish and operate legal information systems on a non-profit basis. Lovdata’s main activities are:

- Operating a website with legal information.
- Operating an online legal information service.
- Publishing *Norsk Lovtidende* (The Official Legal Gazette) and producing the text for *Norges Lover* (Norwegian statutes in force) and *Overenskomster med fremmede stater* (Norway Treaty Series) and many other publications containing laws and regulations.
- Developing software in connection with maintaining and running large databases.
- Providing consultancy services in informatics.

Lovdata is also the publisher of the following Scandinavian and Norwegian periodicals:

- Lov&Data, a publication for legal informatics (published quarterly).
- EuroRett, a publication highlighting legal developments within the European Union (about 20 issues a year).
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Professional qualifications. Norway, 1988

Areas of practice. Copyright; culture and media; marketing; patents and inventions; privacy policy; internet and e-commerce; trade marks.

Recent transactions
- Advising on the acquisition and management of IT solutions and the purchase, sale, administration and management of copyrights, trademarks, signs and patents, intellectual property rights (IPRs) as well as marketing and competition issues.
- Advising on IPRs and related disputes and advising on, among others, legal sparring concerning legal protection in innovation and acquisition processes.
- Advising on all areas of IPRs and acting for a number of clients in projects relating to the purchase and sale of IPR, IPR due diligence and IPR strategy, and establishing IPR management.
- Advising the Ergo Group and advising on a number of major IT acquisitions, contract negotiations and disputes on behalf of both public and private sector clients.

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Professional qualifications. Norway, 1982

Areas of practice. Copyright; culture and media; dispute resolution and litigation; family and inheritance law; marketing; privacy policy; IP including trade mark and domain name, design, copyright.

Recent transactions
- Advising a number of companies, particularly within the area of trade and industry, on issues within this area of specialism.
- Litigating and pleading cases on behalf of several major international brands, including in anti-piracy actions.
- Acting for a number of charitable organisations in an advisory capacity and as a litigator.
- Advising on inheritance/inheritance tax issues relating to the transfer of copyrights.
Professional qualifications. Norway, 2001

Areas of practice. Dispute resolution and litigation; labour and employment law; patents and inventions; privacy policy; trade marks.

Recent transactions
• Acting for a number of Norwegian and international companies on questions of intellectual property rights and market law as well as providing general legal advice for, among others, Puma and Timberland, as well as a number of pharmaceutical companies; broad experience in pursuing counterfeit products.

• Acting for clients in competition law cases in both Norway and at EEA level.

• Advising a number of public authorities and local authorities on procurements.

• Litigating at the district court, court of appeal and Supreme Court, especially within the areas of patent, trade mark, market, contract and labour law.

Professional qualifications. Norway, 2013

Areas of practice. Copyright; patent; trade marks; trade secrets; cyberlaw; anti-trust; business organisations; corporate governance; IP drafting; negotiation; mediation.

Recent transactions. Advising on international commercial law with a particular emphasis on intellectual property, contracts, competition, real estate, administration law and e-commerce.