

DESIGNS SNAPSHOT

Asia Pacific | 2019

10 
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PROTECTING AND ENFORCING YOUR DESIGNS ACROSS ASIA PACIFIC

Spruson & Ferguson is a leading intellectual property (IP) firm providing a range of IP services throughout the Asia-Pacific region from our Bangkok, Beijing, Brisbane, Gold Coast, Hong Kong, Jakarta, Kuala Lumpur, Melbourne, Singapore and Sydney offices.

With a combined team of over 400 people, including patent attorneys, trade mark attorneys and IP lawyers, Spruson & Ferguson is one of the only IP firms with true regional capability, knowledge and experience.

Registered designs can be a powerful tool for protection against unauthorised copying and become a valuable IP asset in a company's portfolio. We recognise the importance of registered designs and work closely with our clients to evaluate the key features of their designs and optimise the scope of a design protection.

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Country	Novelty requirement	Classification system	Multiple classes allowable	Multiple design allowable	Divisional/ associated application allowable	Partial design allowable	Surface lines allowable
Australia	Worldwide	Locarno	✗	✓ * 9	✓	✗	✓
New Zealand	Local	Locarno	✗	✗	✗	✗	✓
Singapore	Worldwide	Locarno	✓	✓	✓	✓	✓
Malaysia	Worldwide	Locarno	✗	✓	✓	✓	✓
Bangladesh	Local	Local	✗	✗	✗	✗	✓
Cambodia	Worldwide	Locarno	✗	✗	✗	✓	✓
China	Worldwide	Locarno	✓	✓	✓	✗	✗
Hong Kong	Worldwide	Locarno	✓	✓	✓	✓	✓
India	Worldwide	Locarno	✗	✗	✗	✗	✗
Indonesia	Worldwide	Locarno	✗	✓ * 2	✗	✓	✓
Macau	Worldwide	Locarno	✗	✓	✓	✗	✓
Nepal	Local	✗	✗	✗	✗	✗	✗
Pakistan	Worldwide	Local	✓	✓ * 2	✗	✗	✗
Philippines	Worldwide	Locarno	✓	✓	✓	✓	✓

Country	Novelty requirement	Classification system	Multiple classes allowable	Multiple design allowable	Divisional/associated application allowable	Partial design allowable	Surface lines allowable
South Korea	Worldwide	Locarno	✘	✓	✓	✓	✘
Sri Lanka	Worldwide	Locarno	✘	✘	✘	✓	✓
Taiwan	Worldwide	Locarno	✘	✓ * 2	✓	✓	✘
Thailand	Worldwide	Locarno	✘	✓ * 2	✘	✘	✘
Vietnam	Worldwide	Locarno	✘	✓	✓	✘	✘

* 1 The examination will only be conducted if the Indonesian design office receive any third-party objection during the publication period.

* 2 Limited to a set of articles.

* 3 Initial 5-year period, renewable for up to two further 5-year periods, for a maximum term of 15 years.

* 4 Initial 5-year period, renewable for four further 5-year periods, for a maximum term of 25 years.

* 5 There is no provision in the act for divisional applications, however the Office allows them.

* 6 Registerable, but enforcement not yet tested in Courts.

* 7 Only post registration and to obtain certification for enforcement.

* 8 Limited exception to loss of novelty available.

* 9 A separate fee is payable for each separate design in a multiple design application. The Australian Designs Office also issues a separate filing receipt, design number and subsequent design registration for each separate design. Our standard practice is thus to file separate applications for each design embodiment.

* 10 Uncertain whether a design registration directed to a graphical user interface (GUI) would be enforceable in Australia.

* 11 If protection is sought for a GUI sequence, this would relate to multiple appearances and accordingly require multiple design applications.

* 12 Australian design applications are not subjected to substantive examination prior to registration. New design applications proceed directly through to registration following formalities examination. Post-registration examination is available.

Country	Protection can be extended to include the colour of a design	Claiming priority to multiple priority applications allowable	GUI registrable	Dynamic GUI registrable	Substantive examination conducted	Limitation on the number of views	Term of registration	General novelty grace period
Australia	✓	✓	✓ ^{* 10}	✓ ^{* 11}	✓ ^{* 12}	✗	A maximum term of 10 years. A single renewal fee is payable five years from filing	*8
New Zealand	✓	✓	✗	✗	✓	✗	A maximum term of 15 years. Renewal fees payable on the 5th and 10th year anniversaries	*8
Singapore	✓	✓	✓	✓	✗	maximum 10 views per design	⁻³	12 months from the date of the disclosure to file a design application in Singapore. Applicable to disclosure made on or after 30 October 2017 only
Malaysia	✗	✓	✓	✓	✗	✗	^{* 4}	*8
Bangladesh	✗	✗	✗	✗	✓	✗	^{* 3}	*8
Cambodia	✓	✓	✗	✗	✗	✗	^{* 3}	*8
China	✓	✓	✓	✓	✗	✗	A maximum term of 10 years, provided that annuities are paid on a yearly basis	*8
Hong Kong	✗	✓	✓	✓	✗	✗	^{* 4}	*8
India	✓	✗	✗	✗	✓	✗	Initial 10-year period, renewable for a further 5-year period, for a maximum term of 15 years	*8
Indonesia	✓	✗	✓	✓	✓ ^{* 1}	✗	10 year period, no renewal required	*8
Macau	✓	✓	✓	✓	✓	✗	^{* 4}	*8
Nepal	✓	✓	✓	✓	✓	✗	^{* 3}	*8

Country	Protection can be extended to include the colour of a design	Claiming priority to multiple priority applications allowable	GUI registrable	Dynamic GUI registrable	Substantive examination conducted	Limitation on the number of views	Term of registration	General novelty grace period
Pakistan	✓	✓	✗	✗	✓	✗	initial 10-year period, renewable for up to two further 10-year periods, for a maximum term of 30 years	12 months to file the Pakistan application or, where applicable, the priority application
Philippines	✓	✓	✓	✓	✗	✗	*3	6 months to file the Philippines application
South Korea	✓	✓	✓	✓	✓	✗	A maximum term of 20 years, provided that annuities are paid on a yearly basis from the 3rd anniversary of the registration date	12 months to file the South Korean application
Sri Lanka	✓	✓	✓	✓	✓	✗	*3	*8
Taiwan	✓	✗	✓	✓	✓	✗	A maximum term of 12 years, provided that annuities are paid on a yearly basis	*8
Thailand	✓	✗	✗	✗	✓	✗	A maximum term of 10 years, provided that annuities are paid on a yearly basis from the 4th anniversary of the registration date	✗
Vietnam	✓	✓	✗	✗	✓	✗	*3	*8

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