



DESIGNS SNAPSHOT
ASIA PACIFIC



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, 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.

Jurisdiction	Novelty requirement	Classification system	Multiple classes allowable	Multiple design allowable	Divisional/associated application allowable	Partial design allowable	Surface lines allowable
Australia	Worldwide	Locarno	✗	✓ ^{2 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 2}	✗	✓	✓
Macau	Worldwide	Locarno	✗	✓	✓	✗	✓
Nepal	Local	✗	✗	✗	✗	✗	✗
Pakistan	Worldwide	Local	✓	✓ ^{2 2}	✗	✗	✗
Philippines	Worldwide	Locarno	✓	✓	✓	✓	✓
South Korea	Worldwide	Locarno	✗	✓	✓	✓	✗

Jurisdiction	Novelty requirement	Classification system	Multiple classes allowable	Multiple design allowable	Divisional/ associated application allowable	Partial design allowable	Surface lines allowable
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.

Jurisdiction	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}

Jurisdiction	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 if no priority claim; or 6 months to file the priority application which the Philippines application claims priority to
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 15 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

* 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.



MONGOLIA

CHINA

NEPAL

BANGLADESH

HONG KONG SAR

TAIWAN

PAKISTAN

MYANMAR

LAOS

MACAU SAR

INDIA

THAILAND

VIETNAM

PHILIPPINES

SRI LANKA

MALAYSIA

CAMBODIA

SINGAPORE

BRUNEI

PAPUA NEW GUINEA

INDONESIA

AUSTRALIA

PACIFIC ISLANDS

NEW ZEALAND

- Jurisdictions with physical offices and/or direct filing
- Other jurisdictions serviced



© 2020 SPRUSON & FERGUSON. Spruson & Ferguson companies are members of the IPH Ltd group, and part of an 'ownership group' for the purposes of the Australian and New Zealand Code of Conduct for Trans-Tasman Patent and Trade Marks Attorneys 2018 (see www.spruson.com/about/ownership-group)

DISCLAIMER

The information contained in this document is provided for general informational and educational purposes only and does not constitute legal or professional advice. Spruson & Ferguson does not guarantee the accuracy or currency of the information contained in this document, despite making all efforts to ensure it is up-to-date and free from error at the time of inclusion. The content of this document is not a complete statement of the law on any subject. Professional advice should be sought before any course of action is pursued. Moreover, transmission of the information in this document is not intended to create, and the receipt does not constitute, an attorney-client relationship between Spruson & Ferguson and the recipient.