

**Article 1bis
General Principles**

(1) *[No Regulation of Substantive Industrial Design Law]* Nothing in this Treaty or the Regulations is intended to be construed as prescribing anything that would limit the freedom of a Contracting Party to prescribe such requirements of the applicable substantive law relating to industrial designs as it desires.

(2) *[Relation to Other Treaties]* Nothing in this Treaty shall derogate from any obligation that Contracting Parties have to each other under any other treaties.

**Article 3
Application**

(1) *[Contents of Application; Fee]* (a) A Contracting Party may require that an application contain some, or all, of the following indications or elements:

[...]

(ix) an indication of any prior application or registration, or other information¹, of which the applicant is aware, that could have an effect on the eligibility for registration of the industrial design;

[...]

**Rule 2
Details Concerning the Application**

(1) *[Further Requirements Under Article 3 and the Agreed Statement]* In addition to the requirements provided for in Article 3 and the Agreed Statement, a Contracting Party may require that an application contain some, or all, of the following indications or elements:

...

(x) an indication of any prior application or registration, or other information, of which the applicant is aware, including disclosures of traditional knowledge and

¹ Other information may include, and is not limited to, disclosure of traditional knowledge and traditional cultural expressions incorporated/utilized in the industrial design, subject to national, regional or international obligations.

Agreed statement to Article 3

The term "other information" shall include disclosures of traditional knowledge and traditional cultural expressions and related information as required by national, regional, and international obligations. It is further understood that national laws requiring such disclosures are not inconsistent with this treaty.

traditional cultural expressions and related information, that could have an effect on the eligibility for registration of the industrial design;

...

Note R2.05 *Item (vii)*. Where the applicant is not the creator of the industrial design, a Contracting Party may require evidence of the transfer of the industrial design from the creator to the applicant, in compliance with national, regional and international obligations. It is for each Contracting Party to decide whether or not to require such evidence. Where a Contracting Party does require such evidence, the applicant would, in principle, have the option between two forms of evidence, i.e., a statement of assignment or other evidence of the transfer admitted by the Office, for example the complete deed of assignment. Item (vii) makes it clear that, if the applicant wants to provide another form of evidence apart from a statement of assignment, such evidence must be admitted by the Office. Thus, if an Office does not admit other form of evidence but a statement of assignment, the applicant will have to provide a statement of assignment.