



## American Intellectual Property Law Association

June 11, 2026

The Honorable John A. Squires  
Under Secretary of Commerce for Intellectual Property and  
Director of U.S. Patent and Trademark Office  
U.S. Patent and Trademark Office  
600 Dulany Street  
Alexandria, VA 22314

Attn: Keith M. Mullervy, Patent Attorney, Office of Policy and International Affairs (OPIA)

**Re: AIPLA Comments on the World Intellectual Property Organization Riyadh Design Law Treaty [Docket No. PTO-C-2025-0018]**

Dear Under Secretary Squires,

The American Intellectual Property Law Association (AIPLA) is pleased to offer comments in response to the United States Patent and Trademark Office's (USPTO) request for comments regarding the World Intellectual Property Organization (WIPO) Riyadh Design Law Treaty and its implementation considerations.

### **Substantive Guidance on Comments**

1. In your view, should the United States become a party to the RDLT? In your response, please identify and explain your reasoning in detail, including legal and policy considerations.

### **AIPLA Response:**

#### **I. AIPLA's Position: The United States Should Become a Party to the RDLT<sup>1</sup>**

AIPLA strongly recommends that the United States become a party to the Riyadh Design Law Treaty. U.S. accession to the RDLT would advance the harmonization of design protection formalities globally, reduce costs and complexity for those seeking protection for U.S. designs abroad, enhance the competitiveness of U.S. innovators in international markets, and reinforce U.S. leadership in the global intellectual property system. As discussed in detail below, the RDLT is broadly consistent with existing U.S. law and practice, and where limited adjustments may be necessary, they would improve, rather than diminish, the efficiency and fairness of the U.S. design patent system.

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<sup>1</sup> Unless otherwise specified, the term "designs" is used throughout these comments interchangeably with "industrial designs." AIPLA understands the term "industrial design" in the RDLT to encompass both traditional industrial designs and digital designs, including icons, graphical user interfaces (GUIs), and projected/holographic/virtual animated/augmented reality designs (PHVARs).

AIPLA supports strong, efficient, transparent, and quality patent systems to incentivize innovation. This support extends naturally to international treaties that streamline the global system for protecting designs and help designers more easily obtain protection for their designs, both in home markets and abroad. The RDLT, adopted by WIPO Member States on November 22, 2024, in Riyadh, Saudi Arabia, represents the culmination of nearly two decades of multilateral negotiations aimed at precisely these objectives.

## **II. Legal Reasoning Supporting U.S. Accession**

### **A. The RDLT Addresses Procedural Formalities, Not Substantive Law**

A threshold legal consideration favoring U.S. accession is that the RDLT is a formalities treaty. Article 2(1) of the RDLT expressly provides that “[n]othing 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.” This general principle ensures that the United States would retain full sovereignty over the substantive requirements of its design patent law, including the standards of novelty, non-obviousness, and ornamentality under 35 U.S.C. §§ 171, 102, and 103. The RDLT governs only the procedural formalities associated with applications and registrations, not the merits of design protection itself.

This approach mirrors analogous treaties already in force in the patent and trademark fields. As the USPTO itself has noted, similar treaties exist in the area of patents (Patent Law Treaty of 2000) and trademarks (Trademark Law Treaty of 1994 and Singapore Treaty on the Law of Trademarks of 2006). U.S. accession to the RDLT would thus complete the trifecta of formality-harmonizing treaties across all three major categories of intellectual property.

### **B. The RDLT’s Closed List of Application Requirements Is Consistent with U.S. Law**

Article 4 of the RDLT establishes a closed list of elements that a Contracting Party may require in a design application, including the name and address of the applicant, a representation of the design, an indication of the product, and a priority claim where applicable. Contracting Parties are prohibited from requiring additional elements not contained in this closed list. AIPLA has consistently supported the establishment of a maximum closed list of elements required for a design application to provide simplicity and efficiency for applicants.

The requirements currently imposed by the USPTO for design patent applications under 35 U.S.C. § 171 and 37 C.F.R. §§ 1.152–1.154 are broadly consistent with the closed list set forth in Article 4 of the RDLT. The U.S. system already requires a claim, drawings, an indication of the article of manufacture, and an applicant identification, all of which fall within the RDLT’s permissible requirements. Notably, the final adopted text of Article 4 of the RDLT does not include mandatory disclosure requirements for genetic resources, traditional knowledge, or traditional cultural expressions as a condition for filing. AIPLA had previously expressed strong opposition to the inclusion of such requirements in the draft treaty text, noting that such provisions would be

inconsistent with the treaty's stated goal of simplifying and streamlining design right procedures and would instead increase complexity and costs, particularly for small and medium-sized enterprises. The adopted text of the RDLT adequately addresses these concerns by permitting, but not mandating, a Contracting Party to require an indication of information relating to traditional cultural expressions and traditional knowledge only where permitted under applicable law and only as to information of which the applicant is aware.

### **C. The RDLT's Filing Date Provisions Are Compatible with U.S. Practice**

Article 6 of the RDLT sets forth the permitted requirements for according a filing date, including an indication that the elements are intended to be an application, indications allowing the identity of the applicant to be established, a sufficiently clear representation of the design, and contact information for the applicant or representative. Article 6(2) further provides that a Contracting Party whose existing law requires additional elements, such as an indication of the product, a brief description, a claim, payment of fees, or indications concerning the identity of the creator may, through a declaration, notify the Director General of those requirements.

This declaration mechanism is particularly significant for the United States, which currently requires a claim and an indication of the article of manufacture as conditions for receiving a filing date. The RDLT expressly accommodates this existing U.S. practice through Article 6(2)(b), which permits a Contracting Party to retain a claim requirement (subparagraph (iii)) and a product indication requirement (subparagraph (i)) for filing date purposes, provided the Contracting Party makes the appropriate notification. AIPLA has previously supported the inclusion of such provisions and the flexibility they afford.

### **D. The RDLT's Grace Period Provision Aligns with U.S. Law**

Article 7 of the RDLT provides a mandatory 12-month grace period for disclosures made by the creator or his/her successor in title, or by a person who obtained the disclosed information directly or indirectly from the creator. The grace period applies "without prejudice to the novelty and/or originality, and as the case may be, individual character or non-obviousness, of the industrial design."

AIPLA has consistently and strongly supported a 12-month grace period as an essential feature of the Design Law Treaty. The United States already provides a 12-month grace period under 35 U.S.C. § 102(b)(1), meaning that this RDLT provision requires no change to U.S. law. Indeed, during the treaty negotiations, AIPLA urged that the DLT specify a single 12-month term rather than leaving Contracting Parties to choose between six and twelve months, arguing that a uniform term better serves the treaty's harmonization objectives.

AIPLA is pleased that the adopted text of Article 7 sets 12 months as the mandatory grace period and, critically, that the scope of the grace period extends beyond mere "novelty" and "originality" to also encompass "individual character or non-obviousness." AIPLA had specifically advocated for this broader phrasing in its 2024 comments, noting that countries have many different names

for registrability requirements affected by an applicant’s prior disclosures, including “non-obviousness” in the United States, “individual character” in the European Union, “distinctiveness” in Australia, “creativity” in Japan, and “creativity” in South Korea—and that the grace period should encompass all such standards. The adopted text of Article 7 reflects this important improvement over the prior draft text.

### **E. The Reservations Mechanism Provides Adequate Flexibility**

Article 31 of the RDLT permits Contracting Parties to declare reservations with respect to several provisions, including Article 7 (grace period), Article 10(1) (deferred publication), Article 16(2) (restoration of priority right), and Article 19(2) (certain rights of the licensee). Because the United States already complies with or exceeds the requirements of most of these provisions, AIPLA does not anticipate that the United States would need to invoke reservations with respect to Articles 7, 10(1), 16(2), or 19(2).

## **III. Policy Reasoning Supporting U.S. Accession**

### **A. Harmonization of Design Protection Formalities Benefits U.S. Stakeholders**

A primary purpose of the RDLT is to streamline the global system for protecting designs and to help designers more easily obtain protection both in home markets and abroad. AIPLA has consistently championed this objective. In its comments to IP Australia in 2023, AIPLA stated that “[a] primary purpose of providing AIPLA’s views is to advance harmonization efforts for industrial design protection globally, and to support efficient and balanced means for obtaining industrial design protection around the world,” further noting that “important substantive and procedural aspects of industrial design protection remain inconsistent and unharmonized from jurisdiction to jurisdiction.”

AIPLA members have extensive experience filing for design protection in numerous jurisdictions worldwide, including the five largest receiving offices for designs (China, European Union, Japan, South Korea, and the United States), as well as many other national offices in jurisdictions ranging from Australia and Argentina to Saudi Arabia, Thailand, and Vietnam. Members have described varied and often burdensome experiences in satisfying disparate formalities requirements, such as differing grace period lengths, divergent drawing requirements, and inconsistent documentation standards across jurisdictions. AIPLA members have identified the lack of a uniform grace period, differences in drawing requirements (including prohibitions on broken lines and surface shading and the inability to claim partial designs), and the complexity of tracking various local filing requirements as key challenges. These challenges frequently necessitate reliance on local counsel, increasing the cost and complexity of filing.

By establishing harmonized minimum standards for procedural formalities, the RDLT directly addresses these challenges. When more Contracting Parties join the treaty and conform their practices to its requirements, U.S. designs will benefit from a more predictable, transparent, and cost-effective international filing environment. The impact on small and medium-sized enterprises

will be particularly meaningful, as these entities are disproportionately burdened by the costs associated with navigating inconsistent formalities across multiple jurisdictions.

## **B. Reducing Costs and Preventing Loss of Rights for U.S. Designs**

AIPLA members have reported concrete instances in which the lack of harmonized formalities has resulted in the loss of design rights, additional costs, or other negative consequences. For example, differences in grace period lengths and calculation methods, with some measured in years, others in months, still others in days, have led to the loss of rights when filings made within one jurisdiction's grace period fell outside another's. One AIPLA member reported the loss of design rights in Brazil because an application was filed within six months but outside of the 180-day grace period applicable in that jurisdiction. The stringent grace period requirements in Japan were also noted as a cause for loss of rights or requiring extensive efforts to retain rights due to prior art issues. These formalities have increased costs, both in terms of direct fees and the need for extensive pre-filing consultations with local counsel.

The RDLT's mandatory 12-month grace period, harmonized filing date requirements, and closed list of permissible application elements will, as the treaty enters into force and is implemented by Contracting Parties, significantly reduce these risks. U.S. designs will benefit from greater certainty about what is required when filing in foreign jurisdictions, fewer inadvertent losses of rights due to disparate formalities, and lower transaction costs associated with multi-jurisdictional design protection strategies.

## **C. Enhancing U.S. Competitiveness and Innovation**

U.S. accession to the RDLT would strengthen the competitive position of American designs in the global marketplace. The United States is home to world-leading design-intensive industries, including consumer electronics, automotive, fashion, software, and emerging digital technologies. U.S. companies invest substantial resources in the creation of innovative and aesthetically distinctive designs that drive consumer preference and commercial success. A streamlined, harmonized international system for design protection reduces barriers to entry in foreign markets and enables U.S. designs to more efficiently and cost-effectively obtain protection abroad.

Furthermore, as AIPLA has noted in other contexts, the global trend is clearly moving toward greater harmonization and modernization of design protection, with major jurisdictions including in the European Union, United Kingdom, India, and Australia having either made changes to national laws that advance harmonization efforts or requested comments related to harmonization. Many of these reform efforts explicitly reference the DLT and the RDLT as benchmarks for modernization. U.S. accession to the RDLT would ensure that the United States is a participant in, and not merely an observer of, this global evolution, and would give the United States a seat at the Assembly established under Article 26 to shape the treaty's ongoing development and the amendment of its Regulations.

## **D. Maintaining U.S. Leadership in the Global IP System**

The United States has long been a leader in the development of international intellectual property norms. The United States is a party to formalities-harmonizing treaties in the patent and trademark fields and is a member of the Hague System for the International Registration of Industrial Designs. Failure to accede to the RDLT would leave the United States as an outlier in the design law space, potentially diminishing U.S. influence over the treaty's implementation and evolution. Accession would preserve the ability of the United States to shape the Regulations and Model International Forms adopted by the Assembly, and to participate in any future revision of the treaty.

2. In your view, please explain whether the RDLT is consistent with existing U.S. patent law. In your response, please explain your legal reasoning and identify the provision(s) of the RDLT that you view as consistent or inconsistent with U.S. patent law. Where possible, please identify the relevant U.S. law or regulation.

### **AIPLA Response:**

Below are areas of key consistency, as well as limited points where implementation may require careful calibration with existing U.S. law or practice.

#### **I. Article 7 – Mandatory Grace Period as a Treaty Obligation**

Article 7 mandates that all Contracting Parties provide a minimum 12-month grace period for disclosures made by the designer or derived from the designer prior to filing.

This requirement is consistent with U.S. law. Under 35 U.S.C. § 102(b)(1), as incorporated into design patent law through 35 U.S.C. § 171(a), a disclosure made by the inventor or derived from the inventor within one year before the effective filing date does not constitute prior art. This grace period applies equally to design patents as to utility patents.

The RDLT's grace period does not exceed or conflict with the U.S. grace period and therefore would not require substantive changes to existing U.S. statutory law. Instead, it closely mirrors current U.S. policy favoring limited designer/inventor protection against self-disclosure.

#### **II. Article 6 – Filing Date Requirements**

Article 6 of the RDLT sets forth the permitted requirements for according a filing date to a design application. Notably, Article 6 does not prohibit a Contracting Party from requiring drawings as a precondition for a filing date; to the contrary, Article 6(1)(c) lists “a sufficiently clear representation of the industrial design” as one of the core filing date requirements. Article 6(2) further provides that a Contracting Party whose applicable law requires additional elements for according a filing date, such as an indication of the product, a claim, or payment of fees, may declare such additional requirements. Accordingly, Article 6 is not inconsistent with the U.S. practice of requiring drawings for a filing date in design patent applications.

In practice, the USPTO already accords filing dates on a relatively liberal basis for design applications. Under current 35 U.S.C. § 111(a)(4), a design patent application is accorded a filing date when it includes, at minimum, a specification (with or without one claim).

Although 37 C.F.R. § 1.53(b) references a specification, at least one claim, and required drawings, USPTO practice generally treats defects in the claim, specification, or drawing compliance as correctable formalities rather than filing-date defects. However, because the drawings constitute the design disclosure itself, the presence of drawings is typically required to accord a filing date in a design application; the complete absence of drawings would ordinarily preclude a filing date.

### **III. Article 4 - Application Filing Requirements**

Article 4 establishes a closed list of elements that an office may require in a design application and prohibits Contracting Parties from imposing additional requirements outside that list.

#### **Potential Inconsistency #1 with U.S. Practice:**

Article 4's closed list does not expressly include an inventor declaration as a permissible required element. This creates a potential inconsistency, depending on how Article 4 is interpreted:

- If Article 4 is read to bar any required application element not enumerated, then the USPTO's statutory requirement that a declaration be submitted at some point in prosecution could conflict with the Treaty.
- If Article 4 is read more narrowly, i.e., as governing only what may be required to accord a filing date or accept an application for processing, then the U.S. declaration requirement may be defensible, because it is not a precondition to filing.

The Treaty text emphasizes filing formalities, and read in context, Article 4 is best understood as limiting what an Office may require as a condition of filing or application processing, rather than eliminating post-filing statutory requirements tied to entitlement or issuance.

#### **Potential Inconsistency #2 with U.S. Practice:**

While largely procedural, some of these requirements are best characterized as examination and sufficiency standards rather than application "elements." An overly rigid interpretation of Article 4's closed list could invite questions about whether certain USPTO-imposed formalities exceed what the Treaty permits.

To avoid tension, the United States may need to clarify that USPTO drawing and claim requirements are interpretive rules consistent with the Treaty's closed list, or adjust regulations to ensure that no additional formalities could be characterized as Treaty-inconsistent.

### **IV. Article 10 – Deferred Publication as an Applicant Right**

Article 10 and Rule 6 require a design to remain unpublished for at least six months, and Article 10 permits applicants to request deferred publication of a design after filing. This provision is designed for registration-based systems where designs may be published within days or weeks of filing. The United States, by contrast, protects designs through design patents subject to substantive examination before grant.

U.S. design patent applications are not subject to application publication until the patent issues on the application. See 35 U.S.C. 122. From 2016 – April 2026, USPTO Design Application total pendency, which is the average number of months from the design application filing date to the date the application has reached final disposition (e.g., issued as a patent or abandoned), is at least 18 months. See <https://www.uspto.gov/dashboard/patents/design.html>. Additionally, absent a request for immediate publication or deferment, a U.S. designation of a Hague Design Application publishes six months after the international registration date. See MPEP 2901(II)(C). Thus, current U.S. practice satisfies Article 10 and Rule 6.

## **V. Articles 14, 15, and 16 - Relief Measures for Procedural Errors**

These Articles deal with relief from missed time limits and procedural errors. Article 14 requires Contracting Parties to provide applicants the opportunity to obtain extensions of time limits for Office actions and other procedures, subject to conditions set out in the Regulations. Article 15 requires Contracting Parties to provide a mechanism allowing an applicant or right holder to remedy the consequences of failing to comply with a time limit, typically through continued processing or reinstatement. Article 16 requires Contracting Parties to allow the correction or addition of priority claims.

Consistent with Article 14, the USPTO already provides broad authority to extend many deadlines, including in design patent prosecution, through 37 C.F.R. § 1.136(a) (extensions of time for Office actions) and fee-based extension regimes that are routine and predictable.

Generally consistent with Article 15, U.S. design patent law already has multiple relief mechanisms, including 37 C.F.R. § 1.137 (revival of abandoned applications for “unintentional” delay) and continued prosecution practice for design applications (e.g., RCE analogues, refiling strategies).

The RDLT mandates availability of relief mechanisms but does not condition relief on specific mental-state showings like “unintentional” delay. U.S. law, by contrast, frequently relies on those standards. Because the RDLT establishes minimum procedural safeguards and does not prohibit reasonable conditions on relief, this difference is unlikely to constitute a direct conflict, though it may warrant clarification to ensure Treaty-compliant implementation.

This raises a question whether U.S. requirements could be viewed as more burdensome than the Treaty contemplates, particularly if the Treaty is interpreted as requiring low-threshold procedural relief.

Largely consistent with Article 16, U.S. design practice allows addition and correction of priority claims at any time during the pendency of the application, provided that the application was filed within 6 months of the filing date of the priority application. See 37 C.F.R. § 1.55(g).

The USPTO may need to clarify that its “unintentional delay” standard satisfies Article 15, or Congress could consider whether statutory reinstatement standards should be framed more flexibly for design applications in an RDLT implementation context.

## **VI. Rule 3 – Forms of Design Representation**

The RDLT permits designs to be represented using drawings, photographs, and other visual media, including potentially non-traditional formats.

While U.S. law allows photographs and various drawing techniques, USPTO practice remains arguably more prescriptive than the RDLT. For example, U.S. examination practice places significant emphasis on line quality and consistency.

If the RDLT were interpreted to require acceptance of certain non-traditional formats (video or other media), questions would arise as to how such media could satisfy the written description, definiteness, and claim-scope-fixing functions required by 35 U.S.C. § 112 in U.S. design practice.

At minimum, regulatory updates may be required to clarify the outer limits of acceptable visual representations, and how non-traditional formats would satisfy the disclosure and claiming requirements of 35 U.S.C. § 112.

## **VII. Additional Consistent Provisions**

Several additional RDLT provisions are likewise consistent with existing U.S. law and practice, or can be accommodated through regulatory, rather than statutory, adjustment.

Division of Applications (Article 9). Article 9 provides that where an application includes more than one design and does not comply with conditions prescribed by the Contracting Party, the Office may require the applicant to amend or divide the application. U.S. practice already permits restriction and divisional practice under 35 U.S.C. § 121, and this provision is consistent with existing U.S. law.

Recording of Licenses, Security Interests, and Changes in Ownership (Articles 17–22). These provisions establish requirements concerning the recording of licenses, security interests, and changes in ownership, and prohibit Contracting Parties from demanding requirements beyond those specified. U.S. law currently provides for the recording of assignments and other interests under 35 U.S.C. § 261 and 37 C.F.R. § 3.11 et seq. While the RDLT’s specific prohibitions on additional requirements (such as prohibiting the requirement to furnish a registration certificate for recording a license) may necessitate a careful review of existing regulations, these provisions do not appear to require legislative change to Title 35.

3. If, in your view, the RDLT is inconsistent with existing U.S. patent law, please identify and explain the change(s), if any, to U.S. patent law necessary for compliance with the RDLT. In doing so, please describe any impact(s) of adopting such changes. Where possible, please identify the relevant U.S. law or regulation.

### **AIPLA Response:**

AIPLA believes that the RDLT is broadly consistent with existing U.S. patent law and practice with respect to design patents, and U.S. accession to the Treaty would not require fundamental changes to the statutory framework governing design patent protection. The RDLT pertains generally to formalities associated with applications for the protection of designs, and more specifically to streamlining the global system for protecting designs and helping designers to more easily obtain protection for their designs, both in home markets and abroad. As discussed below, existing U.S. law already satisfies, or is functionally consistent with, the principal obligations that would arise under the RDLT. We address the most pertinent provisions in turn.

#### **I. Article 3 – Scope and Applicability**

Article 3(2) of the RDLT provides that the Treaty “shall apply to industrial designs that can be registered as industrial designs, or for which patents can be granted, under the applicable law.” This language expressly accommodates the United States’ system of protecting designs through design patents granted under 35 U.S.C. § 171, rather than through a registration-based system. Accordingly, no change to U.S. law is required on this threshold question.

#### **II. Article 4 – Application Filing Requirements**

Article 4 of the RDLT establishes a closed list of elements that a Contracting Party may require in a design application, such as the name and address of the applicant, the name and address of an applicant’s representative (if any), a representation of the design, an indication of the product incorporating the design, a priority declaration, and any further indication or element prescribed in the Regulations. A Contracting Party is prohibited from requiring additional elements not contained in this closed list. The current requirements for U.S. design patent applications under 35 U.S.C. § 171, 37 C.F.R §§ 1.151–1.155, and related provisions are generally consistent with the RDLT’s permissible formalities. The U.S. design patent application requires a preamble, a specification including a description and a claim, and drawings, which are requirements that fall within the categories permitted by Article 4(1). While a detailed review of each regulatory provision should be undertaken by the USPTO to confirm alignment in all respects, we are not aware of any formalities presently required by U.S. law that would exceed the RDLT’s closed list to such an extent as to necessitate statutory change. Any minor adjustments could likely be addressed through regulatory amendment rather than legislative action.

However, AIPLA identifies two potential inconsistencies with U.S. practice that warrant attention. First, Article 4’s closed list does not expressly include an inventor declaration as a permissible required element. If Article 4 is read to bar any required application element not enumerated, then

the USPTO's statutory requirement that a declaration be submitted at some point in prosecution could conflict with the Treaty. However, if Article 4 is read more narrowly—i.e., as limiting what an Office may require as a condition of filing or application processing—then the U.S. declaration requirement may be defensible, because it is not a precondition to filing. The Treaty text emphasizes filing formalities, and read in context, Article 4 is best understood as limiting what an Office may require as a condition of filing or application processing, rather than eliminating post-filing statutory requirements tied to entitlement or issuance.

Second, while the U.S. system's drawing and claim requirements are largely procedural, some of these requirements are best characterized as examination and sufficiency standards rather than application "elements." An overly rigid interpretation of Article 4's closed list could invite questions about whether certain USPTO-imposed formalities exceed what the Treaty permits. To avoid tension, the United States may need to clarify that USPTO drawing and claim requirements are interpretive rules consistent with the Treaty's closed list, or adjust regulations to ensure that no additional formalities could be characterized as Treaty-inconsistent.

### **III. Article 6 – Filing Date Requirements**

Article 6 of the RDLT provides that a Contracting Party shall accord a filing date upon receipt of an indication that the submission is intended to be an application, indications allowing the identity of the applicant to be established, a sufficiently clear representation of the design, and indications allowing the applicant or representative to be contacted. Contracting Parties whose law, at the time of becoming party to the Treaty, requires additional elements for according a filing date, such as a claim, an indication of the product, or payment of fees, may declare such additional requirements. The U.S. filing date requirements under 35 U.S.C. § 111 and 37 C.F.R. § 1.53 are broadly consistent with these provisions. To the extent any differences exist, Article 6(2) provides a mechanism for Contracting Parties to declare additional permissible requirements, which would accommodate existing U.S. practice.

### **IV. Article 7 – Mandatory Grace Period as a Treaty Obligation**

Article 7 of the RDLT establishes a 12-month grace period, providing that a disclosure of the design during a period of 12 months preceding the date of filing of the application, or if priority is claimed, the date of priority, shall be without prejudice to the novelty and/or originality, and as the case may be, individual character or non-obviousness, of the design, where the disclosure was made by the creator or his/her successor in title, or by a person who obtained the disclosed information directly or indirectly from the creator or his/her successor in title.

The United States already provides a 12-month grace period under 35 U.S.C. § 102(b)(1), which excepts from prior art certain disclosures made within one year before the effective filing date of a claimed invention when those disclosures were made by the inventor or a joint inventor, or by another who obtained the subject matter directly or indirectly from the inventor or joint inventor. The RDLT's grace period provision is therefore consistent with existing U.S. law, and no change to 35 U.S.C. § 102 is required. We note, moreover, that Article 31(2) of the RDLT permits a

Contracting Party whose applicable law does not comply with Article 7 to declare a reservation from this obligation. While such a reservation is available, it is unnecessary for the United States given the existing statutory grace period.

## **V. Article 10 – Deferred Publication as an Applicant Right**

Article 10(1) of the RDLT requires that a Contracting Party “shall allow the industrial design to be maintained unpublished for a period fixed by its applicable law, subject to the minimum period prescribed in the Regulations.” Article 10 further provides that a Contracting Party may require a request from the applicant for the design to be maintained unpublished, and may require the payment of a fee for such request. Article 31(2) of the RDLT also permits a Contracting Party to declare a reservation with respect to Article 10(1) if its applicable law at the date it becomes a party to the Treaty does not comply with that provision.

In our view, the U.S. design patent system already provides functional equivalence to the RDLT’s deferment requirements. Under the existing system, design patent applications are not published until they issue as patents. See 35 U.S.C. § 122(b)(2)(A)(iv) (excluding design patent applications from the 18-month publication requirement applicable to utility patent applications). Issuance of a design patent generally occurs at least one year after filing and often longer, depending on prosecution timelines. Additionally, U.S. applicants have the option to file a Continued Prosecution Application (CPA) under 37 C.F.R. § 1.53(d), which enables further delay of issuance and, consequently, further delay of publication. Separately, absent a request for immediate publication or deferment, a U.S. designation of a Hague Design Application publishes six months after the international registration date. See MPEP 2901(II)(C). Thus, the United States already has existing mechanisms that allow applicants to effectively defer publication of a design application well beyond the RDLT’s six-month minimum.

## **VI. Conclusion**

In summary, we do not believe that the RDLT is fundamentally inconsistent with existing U.S. patent law governing design patents. The United States’ existing statutory framework, including its design patent application requirements, 12-month grace period, pre-issuance confidentiality of design applications, time extension and revival mechanisms, and divisional practice, is broadly consistent with, or functionally equivalent to, the obligations set forth in the RDLT. Where minor differences exist between current U.S. regulatory practice and specific RDLT requirements, those differences can in most instances be addressed through adjustments to the USPTO’s rules of practice (Title 37 of the Code of Federal Regulations) rather than through amendments to the Patent Act (Title 35 of the United States Code). Additionally, the RDLT’s reservation mechanism under Article 31(2) provides an additional safeguard, permitting Contracting Parties to reserve on Articles 7, 10(1), 16(2), and/or 19(2) if their applicable law does not comply.

We respectfully submit that the consistency between the RDLT and existing U.S. law supports U.S. accession to the Treaty without reservation, and we encourage the USPTO to advance this position in its interagency deliberations.

4. In your view, please explain whether the RDLT is consistent with existing U.S. international obligations, including treaties, free trade agreements, and other binding international agreement(s). In your response, please explain your legal reasoning and identify any provision(s) of the RDLT that you view as consistent or inconsistent with specific U.S. international obligations. Where possible, please identify the specific U.S. international obligation.

### **AIPLA Response:**

#### **I. RDLT Article 2 — General Principles**

##### **A. Article 2(1): No Regulation of Substantive Industrial Design Law**

Article 2(1) of the RDLT provides: “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.” This provision is of fundamental significance to the question of consistency with U.S. international obligations. By its express terms, Article 2(1) ensures that the RDLT does not encroach upon any Contracting Party’s sovereign authority over the substantive standards governing design protection, including requirements relating to novelty, non-obviousness, originality, individual character, subject matter eligibility, scope of protection, or term of protection.

For the United States, this means that the RDLT leaves entirely undisturbed the U.S. design patent system as established under 35 U.S.C. § 171, including the requirements of novelty (35 U.S.C. § 102), non-obviousness (35 U.S.C. § 103), and the article of manufacture requirement. The United States is free to continue administering its design patent system according to its existing substantive law, including the standards articulated in the USPTO’s most recent supplemental guidance for the examination of design patent applications related to computer-generated interfaces and icons.

##### **B. Article 2(2): Relation to Other Treaties**

Article 2(2) provides: “Nothing in this Treaty shall derogate from any obligations that Contracting Parties have to each other under any other treaties.” This provision operates as an express non-derogation clause, confirming that the RDLT does not override, diminish, or otherwise interfere with obligations that the United States has assumed under pre-existing international agreements, including the Paris Convention, the TRIPS Agreement, the Hague Agreement, or bilateral and regional trade agreements such as the USMCA.

##### **C. Combined Significance**

Together, Articles 2(1) and 2(2) establish a dual safeguard that supports a strong finding of broad consistency between the RDLT and existing U.S. international obligations. Article 2(1) ensures that the RDLT does not prescribe substantive law requirements that could conflict with obligations

the United States has undertaken in other treaties relating to the substance of design protection. Article 2(2) independently guarantees that any pre-existing treaty obligations are preserved in their entirety. These provisions reflect the RDLT's carefully calibrated focus on harmonizing procedural formalities, not substantive standards, and provide a structural basis for concluding that the treaty is compatible with the full range of U.S. international obligations.

## **II. Consistency with the Paris Convention**

The RDLT is consistent with the Paris Convention for the Protection of Industrial Property. The Paris Convention, to which the United States has been a party since 1887, establishes foundational principles for the protection of intellectual property, including designs. Among its most significant provisions for designs is the six-month right of priority established under Article 4 of the Paris Convention, which permits an applicant who has filed a design application in one member state to claim priority from that filing date when filing in other member states within six months.

The RDLT recognizes and builds upon the Paris Convention framework. Article 1(xiii) of the RDLT defines the "Paris Convention" by reference to the Paris Convention for the Protection of Intellectual property, as revised and amended. Article 4(1)(a)(vii) of the RDLT expressly provides that a Contracting Party may require, as part of the application, "a declaration claiming the priority of [an] earlier application, together with indications and evidence in support of the declaration that may be required pursuant to Article 4 of the Paris Convention." The RDLT therefore incorporates, rather than displaces, the Paris Convention's priority right framework.

Importantly, the RDLT complements the Paris Convention by harmonizing and simplifying the procedural steps associated with claiming priority. Article 16 of the RDLT provides detailed provisions for the correction or addition of priority claims and the restoration of the priority right in cases of delayed filing. These provisions enhance the practical utility of the Paris Convention's priority system by establishing uniform procedures across Contracting Parties for remedying priority-related errors or missed deadlines, a function that the Paris Convention itself does not perform in detail. AIPLA's members have extensive experience filing for design protection across numerous jurisdictions worldwide and have encountered significant challenges arising from differing priority claim procedures. The RDLT's harmonized procedural framework would reduce these challenges and strengthen the effectiveness of the Paris Convention's priority system for U.S. applicants.

As Article 2(2) of the RDLT independently confirms, the treaty does not derogate from Paris Convention obligations. The RDLT is therefore consistent with the Paris Convention.

## **III. Consistency with the TRIPS Agreement**

The RDLT is consistent with the Agreement on Trade-Related Aspects of Intellectual Property Rights ("TRIPS Agreement"), administered by the World Trade Organization ("WTO"), to which the United States is a party.

The TRIPS Agreement establishes minimum standards for the protection of designs. Under TRIPS Article 25, WTO Members must provide for the protection of independently created designs that are new or original. Under TRIPS Article 26, Members must grant to the owner of a protected design the right to prevent third parties from making, selling, or importing articles bearing or embodying a design that is a copy, or substantially a copy, of the protected design. TRIPS Article 26.3 requires that the duration of protection available amount to at least ten years.

The RDLT does not prescribe, alter, or interfere with any of these substantive minimum standards. The RDLT's focus is on harmonizing the procedural formalities associated with design applications, such as the permissible contents of an application (Article 4), filing date requirements (Article 6), priority claims (Article 16), and renewal procedures (Article 13), rather than the substantive criteria for protection. The RDLT does not mandate any particular novelty or originality standard, does not dictate the scope of exclusive rights, and does not prescribe any minimum or maximum term of protection.

Article 2(1) of the RDLT expressly preserves the freedom of each Contracting Party to maintain its own substantive design law, including the novelty and non-obviousness requirements that the United States applies through its design patent examination process. This ensures that the United States can continue to satisfy its TRIPS obligations through its existing design patent system under 35 U.S.C. § 171 et seq. without any alteration required by the RDLT.

Moreover, Article 3(2) of the RDLT confirms that the treaty “shall apply to industrial designs that can be registered as industrial designs, or for which patents can be granted, under the applicable law.” The explicit reference to design patents, as distinct from design registrations, confirms that the RDLT is designed to accommodate systems like that of the United States, which protects designs through patents rather than registrations. This accommodation further supports the conclusion that the RDLT does not conflict with U.S. obligations under the TRIPS Agreement, which similarly allows Members to fulfill their design protection obligations through a variety of legal mechanisms.

Accordingly, the RDLT is consistent with the TRIPS Agreement.

#### **IV. Consistency with the Hague Agreement (Geneva Act of 1999)**

The RDLT is complementary to the Hague Agreement Concerning the International Registration of Industrial Designs (Geneva Act of 1999), to which the United States has been a party since May 13, 2015.

It is important to distinguish the respective functions of these two instruments. The Hague Agreement establishes a single-portal international filing system administered by the International Bureau of WIPO, enabling applicants to seek design protection in multiple Contracting Parties through a single international application filed with WIPO. The RDLT, by contrast, standardizes the formality requirements that are applicable at national and regional offices, establishing, for

example, a “closed list” of permissible application requirements (Article 4), harmonized filing date requirements (Article 6), and uniform priority claim procedures (Article 16).

These instruments operate in parallel and serve distinct but mutually reinforcing purposes. The Hague Agreement streamlines the process of filing in multiple jurisdictions from a single point of entry, while the RDLT standardizes what each national or regional office may require of applicants, whether they file directly or through the Hague system.

The RDLT provides a significant benefit to U.S. applicants who file directly in foreign countries outside the Hague system. AIPLA members have extensive experience filing for design protection in numerous jurisdictions worldwide and have identified significant challenges arising from inconsistent formality requirements across offices. These challenges include varying grace period lengths, differing drawing requirements (such as prohibitions on broken lines or surface shading), differing documentation standards, and unpredictable local filing requirements, all of which increase costs and complexity, often necessitating reliance on local counsel. The RDLT’s closed list of permissible requirements under Article 4 directly addresses these challenges by capping the formality requirements that any Contracting Party may impose, ensuring that U.S. applicants filing directly in foreign offices encounter a predictable and standardized set of requirements.

This harmonization also benefits applicants using the Hague system. Because the Hague Agreement routes applications through national and regional offices for substantive examination and formality review, the standardization of those office-level requirements under the RDLT makes the Hague system itself more efficient and predictable.

Article 2(2) of the RDLT independently confirms that the treaty does not derogate from obligations under the Hague Agreement. The RDLT is therefore complementary to the Hague Agreement.

We note that the United States has declared under Hague Agreement Article 11(1)(b) that deferment of publication is not possible when the United States is designated in an international design application, reflecting the absence of any formal deferment mechanism in United States law. However, absent a request for immediate publication or deferment, a U.S. designation of a Hague Design Application publishes six months after the international registration date. See MPEP 2901(II)(C). This timing therefore satisfies Article 10 and Rule 6.

## **V. Consistency with the USMCA**

The RDLT complements the United States-Mexico-Canada Agreement (“USMCA”), which entered into force on July 1, 2020, and replaced the North American Free Trade Agreement (“NAFTA”).

The USMCA contains substantive intellectual property provisions, including requirements relating to the protection of designs. Among other things, the USMCA establishes substantive standards for what constitutes a protectable design, defines the scope of exclusive rights, and sets a minimum term of protection.

The RDLT, by contrast, is focused entirely on procedural formalities and does not address the substance of design protection. To that end, it does not define what constitutes a protectable design, does not prescribe any particular scope of exclusive rights, and does not mandate any specific term of protection.

The term of protection provides a concrete and illustrative example of the distinction between these instruments. Under the former NAFTA, the parties were required to provide a minimum term of design protection of at least ten years. The USMCA increased this minimum to fifteen years, a standard that is consistent with the current U.S. design patent term of fifteen years from the date of grant under 35 U.S.C. § 173. The RDLT, however, does not mandate any specific term of protection. While Article 13 of the RDLT addresses renewal procedures and the formalities associated with renewal requests, it does not prescribe the duration of the term of protection or any minimum term. The RDLT is therefore consistent with both the former NAFTA standard (ten years) and the USMCA standard (fifteen years), as well as the current U.S. fifteen-year design patent term, because it leaves each Contracting Party free to establish its own term of protection in accordance with its substantive law and treaty obligations.

Article 2(1) of the RDLT preserves each Contracting Party's freedom to prescribe substantive design law requirements, and Article 2(2) ensures that the RDLT does not derogate from existing obligations under agreements such as the USMCA. The RDLT is therefore complementary to the USMCA.

## **VI. Conclusion**

For the foregoing reasons, it is the view of AIPLA that the RDLT is broadly consistent with existing U.S. international obligations. The treaty's express safeguard provisions, particularly Articles 2(1) and 2(2), ensure that the RDLT neither prescribes substantive design law nor derogates from pre-existing treaty obligations. The RDLT's procedural focus is consistent with the Paris Convention, the TRIPS Agreement, the Hague Agreement, and the USMCA.

AIPLA appreciates the opportunity to provide these comments and respectfully urges the USPTO to give careful consideration to the benefits of U.S. accession to the RDLT without reservation. The treaty's harmonization of procedural formalities would significantly benefit U.S. design patent applicants who seek protection abroad, consistent with AIPLA's longstanding commitment to supporting efficient, transparent, and quality design protection systems worldwide.

5. If the United States does not become a party to the RDLT, please identify any RDLT provision(s) you believe should be incorporated into U.S. patent law. In your response, please explain the reason(s) for and any impact(s) of incorporating the identified provision(s) into U.S. patent law.

### **AIPLA Response:**

While AIPLA strongly recommends that the United States become a party to the RDLT, in the event that accession does not occur, the following RDLT provisions should nonetheless be incorporated into U.S. patent law to improve the design patent system:

First, the mandatory 12-month grace period under Article 7 is already part of U.S. law under 35 U.S.C. § 102(b)(1) and should be retained. However, if the United States does not accede to the RDLT, it loses the opportunity to ensure that other nations adopt a comparable grace period, which would benefit U.S. applicants filing abroad.

Second, the relief mechanisms under Articles 14, 15, and 16, particularly the low-threshold procedural relief provisions, could serve as a model for modernizing U.S. standards for design applications. As noted in response to Question 2, the U.S. “unintentional delay” standard under 37 C.F.R. § 1.137 may benefit from being framed more flexibly for design applications, consistent with the RDLT’s approach.

Third, the expanded design representation formats permitted under Rule 3 should be considered for incorporation through regulatory updates to clarify how non-traditional visual formats satisfy disclosure and definiteness requirements under 35 U.S.C. § 112. This would support the protection of digital product designs, GUIs, and other emerging design categories regardless of treaty accession.

Notwithstanding the foregoing, AIPLA continues to strongly recommend U.S. accession to the RDLT as the most effective means of achieving the harmonization benefits described throughout these comments.

6. In your view, please identify and explain any impact(s) of implementing the RDLT in the United States on domestic and global innovation, including U.S. science and innovation leadership.

### **AIPLA Response:**

Many of the provisions of the RDLT are already part of U.S. law. However, the effects on U.S. innovation are likely to be substantial due to the procedural harmonization the RDLT offers. The RDLT is intended to make design registrations and applications more streamlined, providing U.S. innovators with greater certainty when filing in multiple jurisdictions. Streamlined formalities and reduced procedural obstacles would lower filing costs and time while creating more predictability in the application process. These benefits would be particularly significant for small and medium-sized enterprises (SMEs), startups, and individual designers that rely on design protection as part of their IP portfolios, as well as major industries where product development costs are substantial.

#### **I. Harmonized Application Requirements**

The RDLT establishes a closed list of elements that a Contracting Party may require in a design application, prohibiting Contracting Parties from imposing additional requirements outside this

list. This framework would constrain foreign governments that implement the RDLT from imposing arbitrary or unpredictable local requirements on U.S. applicants. The reduced variability would allow U.S. innovators to focus more on design and innovation and less on navigating procedural complexity across jurisdictions.

## **II. Uniform Grace Period Protections**

The RDLT's mandatory 12-month grace period for disclosures aligns with a standard already familiar to U.S. applicants under 35 U.S.C. § 102(b)(1). This harmonization removes a major pitfall where U.S. designs that are publicly demonstrated may lose rights in other countries before filing internationally. The uniform grace period provides U.S. innovators with consistency in how and when they can disclose designs while preserving the opportunity to seek protection abroad.

## **III. Relief Mechanisms for Procedural Errors**

The RDLT contains relief mechanisms under Articles 14, 15, and 16 that restore rights where deadlines are unintentionally missed. For U.S. applicants who often navigate multiple foreign deadlines simultaneously, these provisions serve as a safety net that preserves investment in design IP. This allows U.S. innovators to direct their resources toward design innovation rather than managing the risk of inadvertent loss of rights due to procedural errors.

## **IV. Expanded Design Representation Formats**

Rule 3 of the RDLT broadens acceptable application mediums by expanding the ways to represent a design, including drawings, photographs, and other visual media. This flexibility is increasingly relevant for ornamental digital content that may not readily be shown in traditional line drawings. For a U.S. economy that leads in digital product design, this provision is particularly forward-looking and would strengthen domestic innovators' ability to protect genuinely novel product categories, including graphical user interfaces and digital assets.

## **V. Strategic Considerations**

While the benefits of ratifying the RDLT are substantial, U.S. stakeholders may also wish to consider whether features such as expanded grace periods or deferred publication could affect competitive intelligence, enforcement strategies, or design-around planning. Moreover, the strategic risk of non-ratification should not be underestimated. If China, the EU, and other major economies ratify the RDLT while the U.S. delays or declines to ratify, U.S. applicants filing in those jurisdictions would benefit from streamlined global protection, while the absence of U.S. participation could diminish U.S. influence over the treaty's ongoing development and implementation.

7. In your view, please identify and explain any impact(s) of implementing the RDLT in the United States on businesses, consumers, investors, and the economy, including whether the RDLT would make the United States safer, stronger, or more prosperous.

**AIPLA Response:**

Implementing the RDLT in the United States would, on balance, have a positive impact on businesses, consumers, investors, and the economy by simplifying and harmonizing the design protection process across jurisdictions. The following analysis addresses the key areas of impact.

**I. Benefits of a Unified Framework**

The establishment of a unified framework under the RDLT includes a closed list of application requirements, a mandatory 12-month grace period, and mandatory relief measures such as extensions of time and reinstatement of rights. Joining the RDLT would reduce uncertainty and administrative friction for U.S. businesses seeking protection abroad, particularly small and medium-sized enterprises (SMEs) that face high costs and complexity navigating inconsistent national systems and often must rely on local counsel in each jurisdiction. The increased predictability and reduced procedural variability would encourage more companies to seek international protection, strengthening the global position of American design innovations.

**II. Enhanced Protections for Stakeholders**

Implementing the treaty would enhance substantive protections in ways that benefit businesses, investors, and ultimately consumers. The mandatory 12-month grace period helps safeguard rights in cases of early disclosure or product leaks, and allows businesses to delay filing in foreign countries while preserving the opportunity to seek protection. Making this grace period mandatory across all member states makes it easier and safer to commercialize new designs globally, promoting investment and innovation while reinforcing the competitiveness of U.S. companies. Additionally, mandatory measures such as extensions of time, continued processing, and reinstatement rights reduce the risk of losing protection due to technical or procedural errors. The RDLT also limits what information national offices can demand from applicants, helping prevent burdensome or inconsistent requirements across countries and protecting commercial confidentiality.

**III. Permissive Provisions and Limitations**

The final text of the treaty includes some permissive provisions that may preserve certain existing features not favored by American applicants. These include provisions allowing countries to require local representatives for most procedures, which could increase costs for American companies seeking global protection. The final text also permits national offices to demand disclosure of traditional cultural expressions and traditional knowledge under certain conditions.

However, these provisions are permissive rather than mandatory and do not worsen the current situation for U.S. applicants. The broader benefits of the RDLT outweigh these limited concerns.

**IV. Conclusion**

Overall, implementing the RDLT would contribute to a more efficient, predictable, and innovation-friendly global system. U.S. accession would help the United States become more economically competitive and better positioned to protect and export its creative and industrial output, making the country stronger and more prosperous in the global marketplace for design innovation.

8. To the extent not already addressed in answering questions 6 and 7, in your view, please identify and explain any possible impact(s) of implementing one or more of the following provisions of the RDLT in the United States:

**(a) industrial design application content requirements specified in Article 4 of the RDLT and Rules 2 and 3 of the Regulations under the RDLT;**

**AIPLA Response:**

AIPLA acknowledges that the RDLT, as adopted in Riyadh on November 22, 2024, takes a permissive approach to disclosure requirements related to genetic resources, traditional knowledge, and traditional cultural expressions in design applications. The following analysis addresses the key provisions and implementation considerations.

**I. Article 4's Closed List Framework**

Article 4 establishes a closed list of elements that a Contracting Party may require in a design application, prohibiting Contracting Parties from requiring additional elements outside this list. This framework significantly benefits U.S. innovators by preventing foreign IP offices from imposing arbitrary or unpredictable local requirements, which currently act as procedural barriers for U.S. applicants. The RDLT will lower filing costs and provide greater certainty, particularly for small and medium-sized enterprises (SMEs) and startups that lack the resources to navigate inconsistent national systems.

**II. Implementation Considerations**

AIPLA identifies two specific areas requiring careful implementation. First, Article 4's closed list does not explicitly include inventor declarations as a permissible required element, creating a potential inconsistency with U.S. law. To resolve this tension, Article 4 is best understood as limiting what an Office may require as a condition of filing or application processing, rather than eliminating post-filing statutory requirements tied to entitlement or issuance. This interpretation is consistent with the Treaty's emphasis on filing formalities and avoids unnecessary conflict with existing U.S. prosecution practice.

Second, Rule 3 broadens acceptable application mediums to include photographs and other visual media, supporting the protection of digital product designs, GUIs, and other non-traditional design formats. However, the USPTO may need to update its regulations to clarify how non-traditional formats, including potentially video or dynamic media, would satisfy the disclosure and

definiteness requirements under 35 U.S.C. § 112. Regulatory clarification in this area would provide certainty for both applicants and examiners without requiring statutory amendment.

### **III. Traditional Knowledge Disclosure Provisions**

Article 4(b)(2), which permits national offices to request disclosure of traditional cultural expressions and traditional knowledge, is a strictly permissive provision that need not be invoked by the United States. The successful resolution of this issue is demonstrated by India's trajectory: having been a principal detractor on this point for over a decade, India signed the Final Act in Riyadh and subsequently released comprehensive domestic legislative proposals in January 2026 to align its Designs Act with RDLT standards. This evolution confirms that the permissive framework achieved genuine global compromise. The United States can safely adopt Article 4's content requirements while maintaining its unique design patent framework, without any obligation to invoke the traditional knowledge disclosure provision.

#### **(b) industrial design application filing date requirements specified in Article 6 of the RDLT and Rule 5 of the Regulations under the RDLT;**

##### **AIPLA Response:**

See above comments.

#### **(c) grace period provisions regarding a disclosure of an industrial design specified in Article 7 of the RDLT; and**

##### **AIPLA Response:**

See above comments.

#### **(d) relief measures specified in Articles 14, 15, and 16 of the RDLT, and Rules 10, 11, and 12 of the Regulations under the RDLT.**

##### **AIPLA Response:**

See above comments.

9. In your view, if the United States were to become a party to the RDLT, should the United States declare one or more reservations via the mechanism(s) identified in Article 31? If yes, please identify the one or more RDLT provisions that you believe the United States should declare a reservation for and the rationale for declaring the respective reservation. If no, please identify the rationale for declining to declare any reservations.

##### **AIPLA Response:**

With respect to all provisions, AIPLA recommends that the United States decline to declare reservations. As discussed in our response to Question 2, the United States already satisfies or functionally complies with the requirements of Articles 7, 10(1), 16(2), and 19(2). The reservations mechanism was included during negotiations to achieve consensus, particularly among developing nations with divergent procedural frameworks. Now that consensus has been achieved, the United States should signal its commitment to full implementation of the treaty's core provisions, reinforcing its leadership role in international IP harmonization.

The trajectory of India's engagement with the RDLT is particularly instructive. For over a decade, India, often leading a bloc of developing nations - maintained significant reservations toward the Design Law Treaty on three principal grounds: the absence of mandatory traditional knowledge disclosure requirements, concern that Article 4's closed list of filing requirements would eliminate policy space for the Indian Patent Office to request locally relevant documentation, and the absence of mandatory technical assistance for developing nations upgrading digital infrastructure to meet harmonization standards.

The Riyadh compromise resolved this impasse through a carefully calibrated flexibility mechanism. Article 4's optional provision permitting member states to require disclosure related to traditional knowledge, traditional cultural expressions, and genetic resources preserved India's core policy interest without imposing mandatory requirements on other Contracting Parties. India's subsequent pivot-signing the Final Act in Riyadh on November 22, 2024, reflects both diplomatic compromise and a fundamental shift in domestic economic priorities. India has grown from the 11th to the 7th largest design office globally, recording a 43.2% increase in design filings in 2024, and the rise of Indian MSMEs and startups in fashion, electronics, and digital GUIs has made streamlined global filing procedures increasingly valuable to Indian exporters.

Critically, India's post-Riyadh domestic legislative response further demonstrates the treaty's harmonizing effect. The Department for Promotion of Industry and Internal Trade (DPIIT) released a Concept Note on January 23, 2026, proposing comprehensive amendments to India's Designs Act, 2000, specifically tailored to RDLT compliance. Key proposed changes include: expansion of protectable subject matter to explicitly cover GUIs, icons, and digital assets used in AR/VR and metaverse environments, effectively decoupling design protection from physical tangible products; introduction of a 12-month grace period aligned with Article 7 of the RDLT; a new deferred publication mechanism allowing applicants to maintain confidentiality during the critical pre-launch phase; a restructured 5+5+5 year renewal framework replacing the prior 10+5 system; statutory damages capped at ₹50 lakh for willful infringement; and a proposed amendment to Section 15(2) of the Copyright Act, 1957, establishing a fixed 15-year protection limit for unregistered but registrable designs, resolving longstanding friction between copyright and design law.

This legislative response demonstrates that the RDLT's flexible framework is capable of accommodating diverse legal traditions while driving meaningful domestic reform. India's evolution from principal detractor to active implementer is precisely the harmonization dynamic the treaty was designed to achieve. Given that the United States already functionally satisfies

Article 10's deferment requirements through its pre-issuance confidentiality regime, AIPLA recommends that the United States ratify the RDLT without declaring any reservations under Article 31. This approach reinforces U.S. leadership in international IP harmonization and signals full commitment to the treaty's procedural framework.

## **Conclusion**

AIPLA supports the USPTO's continued engagement regarding implementation of the WIPO Riyadh Design Law Treaty and believes the Treaty represents an important step toward promoting greater harmonization and efficiency in international design protection systems.

AIPLA appreciates the opportunity to provide these comments and looks forward to continuing its productive dialogue with the USPTO on these and other important issues affecting design rights protection and international harmonization. We appreciate the USPTO's consideration of these views and stand ready to provide any additional information that may be helpful.

Very truly yours,

A handwritten signature in black ink, appearing to read "Salvatore Anastasi". The signature is written in a cursive, flowing style.

Salvatore Anastasi  
President  
American Intellectual Property Law Association