

National (or regional) obligations to disclose funding in applications for IP protection, including designs

Responses from Gemini.Google.Com when asked about national laws in several countries

-- Draft--

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Knowledge Ecology International

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Introduction

The World Intellectual Property Organization (WIPO) is holding a diplomatic conference to conclude and adopt a Design Law Treaty (DLT). One feature of the proposed treaty that is controversial, but considered a core objective of agreement by its proponents, is to limit the “indications or elements” that are allowed in a national application for protection of designs. These limits are the closed list set out in Article 3 of the treaty and Rule 2 of the regulations. Some proposals considered would create space for information regarding the eligibility of a design for protection, but there are also several areas where disclosures would be important, even when the eligibility for protection is not an issue.

Knowledge Ecology International (KEI) has provided a briefing notes to delegates ([here](#), [here](#) and [here](#)), discussing several such topics, including disclosures of:

- government funding,
- relationships between a design and a standard,
- the basis for various benefit sharing obligations,
- license of right designations,
- information to assist efforts to prevent fraud,
- demographic, economic or financial data on the owners of the rights, including the size of a firm by revenue or employment, or
- the use of artificial intelligence (AI) tools in creating a design.

A particular interest of KEI concerns government funding of protected designs.

KEI used the Google AI tool Gemini to research the obligations, if any, in various countries, to disclose federal funding on applications for design protection. These are the verbatim outputs from those queries. Gemini, like other generative AI chat services, is not always accurate, so readers should not rely on specific answers without additional due diligence. However, it does seem that the obligations to disclose government funding are in fact fairly common, although the nature and type of obligation varies considerably. The obligations seem to trend toward the type of disclosures mandated by the U.S. Bayh-Dole Act.

The following are the Gemini outputs:

Germany

1. Legal Framework:

- **Act on Employee Inventions (Arbeitnehmererfindungsgesetz - ArbNErfG):** This law governs inventions created by employees and includes provisions for inventions made with government funding. It emphasizes the need for disclosure to protect the government's interests.
- **Patent Act (Patentgesetz):** While primarily focused on patents, this act also influences the general approach to government-funded IP, including designs.
- **Funding Agency Guidelines:** Specific funding agencies, such as the German Federal Ministry of Education and Research (BMBF) and the German Research Foundation (DFG), have their own guidelines that often require disclosure of government funding and rights in IP applications.

2. Applicability to Designs:

- **General Principle:** The obligation to disclose government funding generally applies to all forms of IP in Germany, including designs (Geschmacksmuster).
- **Focus on Transparency:** The German IP system values transparency and clarity regarding the origin and ownership of IP rights. This includes disclosing any government involvement in the creation of designs.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure must be made when filing a design application with the German Patent and Trade Mark Office (DPMA).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., BMBF, DFG).
 - **Grant Agreement:** Provide details such as the grant agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the German government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Invalidation of Protection:** Failure to disclose could potentially jeopardize the validity of the design registration.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Switzerland

1. Legal Framework:

- **Act on Employee Inventions (Arbeitnehmererfindungsgesetz - ArbNErfG):** This law governs inventions created by employees and includes provisions for inventions made with government funding. It emphasizes the need for disclosure to protect the government's interests.
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 - **Grant Agreement:** Provide details such as the grant agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the German government retains in the design, which may include:
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 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.

- **Invalidation of Protection:** Failure to disclose could potentially jeopardize the validity of the design registration.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Canada

- **No Single, Overarching Act:** Unlike some countries with a single act governing this (like the Bayh-Dole Act in the US), Canada relies on a combination of legislation and individual funding agreements.
- **Relevant Legislation:**
 - **Patent Act:** Contains provisions related to government-owned inventions.
 - **Copyright Act:** Includes sections on Crown copyright for works created by government employees.
 - **Industrial Design Act:** While not directly addressing government funding, the general principles of ownership and disclosure apply.
- **Funding Agreements:** The most crucial source of obligations. Each funding agreement with a government agency (e.g., National Research Council Canada, Canadian Institutes of Health Research) will have specific clauses regarding IP ownership, disclosure, and government rights.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP, including industrial designs.
- **Funding Agency Guidelines:** Most Canadian funding agencies clarify in their guidelines that disclosure requirements extend to all IP generated from funded projects, including designs.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure must be made when filing a design application with the Canadian Intellectual Property Office (CIPO).
- **Information to Disclose:**
 - **Funding Source:** Identify the specific government agency that provided the funding.
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Canadian government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.

- **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Invalidation of Protection:** In some cases, failure to disclose could potentially jeopardize the validity of the design registration.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to further complications.

Japan

1. Legal Framework:

- **Patent Act:** Contains provisions related to inventions created with government funding and the government's rights in such inventions.
- **Industrial Design Act:** While not directly addressing government funding, the general principles of ownership and disclosure apply to design rights as well.
- **Funding Agency Guidelines:** Specific funding agencies, such as the Japan Science and Technology Agency (JST) and the New Energy and Industrial Technology Development Organization (NEDO), have their own guidelines that often require disclosure of government funding and rights in IP applications, including those for designs.

2. Applicability to Designs:

- **General Principle:** The obligation to disclose government funding generally applies to all forms of IP in Japan, including designs, patents, and copyright.
- **Funding Agency Guidelines:** Most Japanese funding agencies explicitly state in their guidelines that disclosure requirements extend to all IP generated from funded projects, including design rights.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure must be made when filing a design application with the Japan Patent Office (JPO).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., JST, NEDO).
 - **Grant Agreement:** Provide details such as the grant agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Japanese government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.

- **Licensing:** The right to license the design to others.
- **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Invalidation of Protection:** In some cases, failure to disclose could potentially jeopardize the validity of the design registration.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to further complications.

Australia

1. Legal Framework:

- **No Single, Overarching Act:** Australia doesn't have a direct equivalent to the US Bayh-Dole Act. Instead, it relies on a combination of legislation, guidelines, and individual funding agreements.
- **Relevant Legislation:**
 - **Patents Act 1990:** Contains provisions related to government-owned inventions and inventions arising from publicly funded research.
 - **Designs Act 2003:** While not directly addressing government funding, the general principles of ownership and disclosure apply to design rights.
- **National Principles on Intellectual Property Management for Publicly Funded Research:** These principles, developed by the Australian Government, provide guidance on managing IP arising from public funding.
- **Funding Agreements:** The most critical source of obligations. Each funding agreement with a government agency (e.g., Australian Research Council (ARC), National Health and Medical Research Council (NHMRC)) will have specific clauses regarding IP ownership, disclosure, and government rights.

2. Applicability to Designs:

- **General Principle:** The obligation to disclose government funding generally applies to all forms of IP in Australia, including designs.
- **Funding Agency Guidelines:** Most Australian funding agencies explicitly state in their guidelines that disclosure requirements extend to all IP generated from funded projects, including design rights.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure must be made when filing a design application with IP Australia.
- **Information to Disclose:**
 - **Funding Source:** Identify the specific government agency that provided the funding (e.g., ARC, NHMRC).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Australian government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Invalidation of Protection:** In some cases, failure to disclose could potentially jeopardize the validity of the design registration.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to further complications.

France

1. Legal Framework:

- **Intellectual Property Code (Code de la propriété intellectuelle):** This code forms the foundation of IP law in France and includes provisions related to inventions and designs.
- **Research Code (Code de la recherche):** This code outlines the framework for research and innovation in France, including provisions related to IP generated from publicly funded research.
- **Funding Agency Guidelines:** Specific funding agencies, such as the National Agency for Research (Agence nationale de la recherche - ANR) and the French National Research Institute for Sustainable Development (Institut de recherche pour le développement - IRD), have their own guidelines that often require disclosure of government funding and rights in IP applications.

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2. Applicability to Designs:

- **General Principle:** The obligation to disclose government funding generally applies to all forms of IP in France, including designs, patents, and copyright.

- **Funding Agency Guidelines:** Most French funding agencies explicitly state in their guidelines that disclosure requirements extend to all IP generated from funded projects, including design rights.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure must be made when filing a design application with the National Institute of Industrial Property (Institut National de la Propriété Industrielle - INPI).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., ANR, IRD).
 - **Grant Agreement:** Provide details such as the grant agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the French government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Invalidation of Protection:** In some cases, failure to disclose could potentially jeopardize the validity of the design registration.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to further complications.

United Kingdom

1. Legal Framework:

- **No Single, Overarching Act:** The UK doesn't have a single act like the Bayh-Dole Act in the US. Instead, it relies on a combination of legislation, guidelines, and individual funding agreements.
- **Relevant Legislation:**
 - **Patents Act 1977:** Includes provisions related to inventions arising from government-funded research and the government's rights in such inventions.

- **Registered Designs Act 1949:** While not directly addressing government funding, the general principles of ownership and disclosure apply to design rights.
- **Government Guidance:** UK Research and Innovation (UKRI) provides guidance on managing intellectual property arising from public funding.
- **Funding Agreements:** The most crucial source of obligations. Each funding agreement with a government agency (e.g., UKRI, Innovate UK) will have specific clauses regarding IP ownership, disclosure, and government rights.

2. Applicability to Designs:

- **General Principle:** The obligation to disclose government funding generally applies to all forms of IP in the UK, including designs.
- **Funding Agency Guidelines:** Most UK funding agencies explicitly state in their guidelines that disclosure requirements extend to all IP generated from funded projects, including design rights.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure must be made when filing a design application with the UK Intellectual Property Office (UK IPO).
- **Information to Disclose:**
 - **Funding Source:** Identify the specific government agency that provided the funding (e.g., UKRI, Innovate UK).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the UK government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Invalidation of Protection:** In some cases, failure to disclose could potentially jeopardize the validity of the design registration.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to further complications.

China

1. Legal Framework:

- **Patent Law:** Contains provisions related to inventions created with government funding and the government's rights in such inventions. This law also influences the general approach to government-funded IP, including designs.
- **Patent Examination Guidelines:** These guidelines, issued by the China National Intellectual Property Administration (CNIPA), provide detailed instructions on patent examination procedures, including requirements for disclosing government funding.
- **Design Patent Law:** While not explicitly addressing government funding, the general principles of ownership and disclosure apply to design rights.
- **Funding Agency Guidelines:** Specific funding agencies, such as the National Natural Science Foundation of China (NSFC) and the Ministry of Science and Technology (MOST), have their own guidelines that often require disclosure of government funding and rights in IP applications.

2. Applicability to Designs:

- **General Principle:** The obligation to disclose government funding generally applies to all forms of IP in China, including designs, patents, and copyright.
- **Emphasis on Technological Innovation:** China places a strong emphasis on promoting technological innovation. While design patents are important, the disclosure requirements might be more strictly enforced for inventions with a strong technological component.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure must be made when filing a design patent application with the CNIPA.
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., NSFC, MOST).
 - **Grant Agreement:** Provide details such as the grant agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Chinese government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Invalidation of Protection:** Failure to disclose could potentially jeopardize the validity of the design patent.

- **Administrative Penalties:** The CNIPA may impose administrative penalties for non-compliance with disclosure requirements.

Spain

1. Legal Framework:

- **Patent Law (Ley 24/2015, de 24 de julio, de Patentes):** This law governs patents in Spain and includes provisions related to inventions created with public funding and the government's rights in such inventions.
- **Design Law (Ley 20/2003, de 7 de julio, de Protección Jurídica del Diseño Industrial):** While not directly addressing government funding, the general principles of ownership and disclosure apply to design rights.
- **Funding Agency Guidelines:** Specific funding agencies, such as the Spanish National Research Council (Consejo Superior de Investigaciones Científicas - CSIC) and the Center for the Development of Industrial Technology (Centro para el Desarrollo Tecnológico Industrial - CDTI), have their own guidelines that often require disclosure of government funding and rights in IP applications.

2. Applicability to Designs:

- **General Principle:** The obligation to disclose government funding generally applies to all forms of IP in Spain, including designs, patents, and copyright.
- **Focus on Public Interest:** Spain's legal framework emphasizes the public interest in research and innovation funded with public money, which extends to design rights as well.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure must be made when filing a design application with the Spanish Patent and Trademark Office (Oficina Española de Patentes y Marcas - OEPM).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., CSIC, CDTI).
 - **Grant Agreement:** Provide details such as the grant agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Spanish government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Invalidation of Protection:** Failure to disclose could potentially jeopardize the validity of the design registration.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to further complications.

South Africa

1. Legal Framework:

- **Intellectual Property Rights from Publicly Financed Research Act (IPR Act of 2008):** This Act is central to managing IP generated from public funds in South Africa. It outlines ownership, disclosure, and commercialization requirements.
- **National Intellectual Property Policy (2018):** This policy provides a broader framework for IP management in South Africa, emphasizing the importance of leveraging IP for economic and social development.
- **Funding Agency Guidelines:** Specific funding agencies, such as the National Research Foundation (NRF) and the Department of Science and Innovation (DSI), have their own guidelines that often provide more detailed requirements for disclosing government funding and rights in IP applications.

2. Applicability to Designs:

- **General Principle:** The obligation to disclose government funding generally applies to all forms of IP in South Africa, including designs, patents, and copyright.
- **IPR Act's Broad Scope:** The IPR Act specifically includes "designs" within its definition of intellectual property, making the disclosure obligation clear.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure must be made when filing a design application with the Companies and Intellectual Property Commission (CIPC).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., NRF, DSI).
 - **Grant Agreement:** Provide details such as the grant agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the South African government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.

- **Licensing:** The right to license the design to others, particularly for public benefit.
- **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

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- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to further complications.

Brazil

1. Legal Framework:

- **Industrial Property Law (Law No. 9,279/96):** This law is the cornerstone of IP protection in Brazil, covering patents, trademarks, and industrial designs. While it doesn't explicitly address government funding, the general principles of ownership and good faith apply.
- **Manual of Industrial Designs:** This manual, instituted by Ordinance No. 36 of September 6th, 2023, provides detailed guidance on design registration procedures.
- **Funding Agency Guidelines:** Specific funding agencies, such as the National Council for Scientific and Technological Development (CNPq) and the Funding Authority for Studies and Projects (FINEP), often have their own guidelines requiring disclosure of government funding and associated rights in IP applications.
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2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in Brazil, including industrial designs.
- **Emphasis on Transparency:** Brazil's IP system emphasizes transparency and good faith in applications. Disclosing government funding aligns with this principle.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with the National Institute of Industrial Property (INPI).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., CNPq, FINEP).

- **Grant Agreement:** Provide details like the agreement number and relevant clauses.
- **Government Rights:** Acknowledge any rights the Brazilian government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
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4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Chile

1. Legal Framework:

- **Industrial Property Law (Law No. 19.039):** This law forms the foundation of IP protection in Chile, encompassing patents, trademarks, and industrial designs. It establishes the general principles of ownership, novelty, and inventive step.
- **Law No. 20.435 (2010):** This law introduced amendments to the Industrial Property Law, including provisions related to inventions created with public funding.
- **Funding Agency Guidelines:** Specific funding agencies, such as the National Agency for Research and Development (ANID) and the Production Development Corporation (CORFO), often have their own guidelines requiring disclosure of government funding and associated rights in IP applications.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in Chile, including industrial designs.
- **Emphasis on Transparency:** Chile's IP system emphasizes transparency and good faith in applications. Disclosing government funding aligns with this principle.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with the National Institute of Industrial Property (INAPI).

- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., ANID, CORFO).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Chilean government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

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- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Netherlands

1. Legal Framework:

- **Patents Act 1995:** This act governs patent protection in the Netherlands and includes provisions related to inventions arising from government-funded research. While not directly addressing designs, it sets a precedent for IP generated with public funds.
- **Designs Act 2003:** This act outlines the protection of designs in the Netherlands. Although it doesn't explicitly mention government funding, the general principles of ownership and good faith in applications apply.
- **Subsidies Act:** This act provides a general framework for government subsidies and may contain provisions relevant to IP generated from funded projects.
- **Funding Agency Guidelines:** Specific funding agencies, such as the Netherlands Enterprise Agency (RVO) and the Dutch Research Council (NWO), often have their own guidelines requiring disclosure of government funding and associated rights in IP applications.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in the Netherlands, including designs.

- **Emphasis on Transparency:** The Dutch IP system values transparency and clarity in applications. Disclosing government funding aligns with this principle.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with the Netherlands Patent Office (Octrooi Centrum Nederland).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., RVO, NWO).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Dutch government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

By diligently disclosing government funding and acknowledging any government rights in your design application in the Netherlands, you promote transparency, protect your IP, and maintain a positive relationship with funding agencies.

Singapore

1. Legal Framework:

- **Patents Act (Chapter 221):** This act governs patent protection in Singapore and includes provisions related to inventions arising from government-funded research. While not directly addressing designs, it sets a precedent for IP generated with public funds.
- **Registered Designs Act (Chapter 266):** This act outlines the protection of designs in Singapore. Although it doesn't explicitly mention government funding, the general principles of ownership and good faith in applications apply.

- **Intellectual Property Office of Singapore (IPOS) Guidelines:** IPOS provides guidance on various aspects of IP management, including ownership and commercialization of IP arising from government-funded research.
- **Funding Agency Guidelines:** Specific funding agencies, such as the Agency for Science, Technology and Research (A*STAR) and the National Research Foundation (NRF), often have their own guidelines requiring disclosure of government funding and associated rights in IP applications.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in Singapore, including registered designs.
- **Emphasis on Innovation and Commercialization:** Singapore's IP system strongly emphasizes innovation and commercialization. Disclosing government funding helps ensure transparency and accountability in the use of public funds for these purposes.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with IPOS.
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., A*STAR, NRF).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Singaporean government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Russian Federation

1. Legal Framework:

- **Civil Code of the Russian Federation (Part IV):** This section of the Civil Code forms the basis of intellectual property law in Russia, including provisions related to patents, trademarks, and industrial designs. It establishes the general principles of ownership, exclusive rights, and legal protection.
- **Federal Law No. 316-FZ "On Special Economic Measures and Coercive Measures" (2022):** This law, introduced in response to international sanctions, grants the Russian government certain rights to use inventions, utility models, and industrial designs without the consent of the patent holder in specific circumstances.
- **Funding Agency Guidelines:** Specific funding agencies, such as the Russian Foundation for Basic Research (RFBR) and the Ministry of Science and Higher Education, often have their own guidelines requiring disclosure of government funding and associated rights in IP applications.

2. Applicability to Designs:

- **General Principle:** The obligation to disclose government funding generally applies to all forms of IP in Russia, including industrial designs.
- **Emphasis on National Interest:** The Russian IP system emphasizes the importance of protecting and promoting national interests in the field of intellectual property. This includes ensuring transparency in the use of public funds for research and development.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with the Federal Service for Intellectual Property (Rospatent).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency or program that provided the funding.
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Russian government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.
 - **Compulsory Licensing:** In certain circumstances, under Federal Law No. 316-FZ, the government may have the right to grant compulsory licenses for the use of the design without the consent of the right holder.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.

- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Thailand

1. Legal Framework:

- **Patent Act B.E. 2522 (1979):** This act governs patent protection in Thailand and includes provisions related to inventions arising from government-funded research. While not directly addressing designs, it sets a precedent for IP generated with public funds.
- **Industrial Designs Act B.E. 2522 (1979):** This act outlines the protection of industrial designs in Thailand. Although it doesn't explicitly mention government funding, the general principles of ownership and good faith in applications apply.
- **Department of Intellectual Property (DIP) Notifications:** The DIP, under the Ministry of Commerce, issues notifications and guidelines related to IP matters, including those concerning government-funded research.
- **Funding Agency Guidelines:** Specific funding agencies, such as the National Science and Technology Development Agency (NSTDA) and the Thailand Research Fund (TRF), often have their own guidelines requiring disclosure of government funding and associated rights in IP applications.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in Thailand, including industrial designs.
- **Emphasis on Economic Development:** Thailand's IP system emphasizes the role of IP in economic development and technological advancement. Disclosing government funding helps ensure transparency and accountability in the use of public funds for these purposes.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with the DIP.
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., NSTDA, TRF).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Thai government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.

- **Licensing:** The right to license the design to others.
- **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Sweden

1. Legal Framework:

- **Patent Act (1967:837):** This act governs patent protection in Sweden and includes provisions related to inventions created with government funding. While not directly addressing designs, it sets a precedent for IP generated with public funds.
- **Design Act (1970:485):** This act outlines the protection of designs in Sweden. Although it doesn't explicitly mention government funding, the general principles of ownership and good faith in applications apply.
- **Swedish Agency for Economic and Regional Growth (Tillväxtverket) Guidelines:** Tillväxtverket provides funding for innovation and research. Their guidelines often require disclosure of government funding and associated rights in IP applications.
- **Vinnova Guidelines:** Vinnova, Sweden's innovation agency, also provides funding and may have specific guidelines regarding IP generated from their funded projects.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in Sweden, including designs.
- **Emphasis on Transparency and Public Benefit:** The Swedish IP system emphasizes transparency and the public benefit derived from publicly funded research. Disclosing government funding aligns with this principle.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with the Swedish Patent and Registration Office (PRV).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., Tillväxtverket, Vinnova).

- **Grant Agreement:** Provide details like the agreement number and relevant clauses.
- **Government Rights:** Acknowledge any rights the Swedish government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Argentina

1. Legal Framework:

- **Patent Law No. 24.481:** This law governs patent protection in Argentina and includes provisions related to inventions arising from government-funded research. While not directly addressing designs, it sets a precedent for IP generated with public funds.
- **Industrial Designs Law No. 22.362:** This law outlines the protection of industrial designs in Argentina. Although it doesn't explicitly mention government funding, the general principles of ownership and good faith in applications apply.
- **National Institute of Industrial Property (INPI) Resolutions:** INPI issues resolutions and guidelines related to IP matters, including those concerning government-funded research.
- **Funding Agency Guidelines:** Specific funding agencies, such as the National Agency for the Promotion of Science and Technology (Agencia Nacional de Promoción Científica y Tecnológica) and the National Council for Scientific and Technical Research (Consejo Nacional de Investigaciones Científicas y Técnicas - CONICET), often have their own guidelines requiring disclosure of government funding and associated rights in IP applications.
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2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in Argentina, including industrial designs.
- **Emphasis on Technological Development:** Argentina's IP system emphasizes the role of IP in technological and industrial development. Disclosing government funding helps ensure transparency and accountability in the use of public funds for these purposes.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with INPI.
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding.
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Argentine government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

United States

1. Legal Framework:

- **Bayh-Dole Act (1980):** This act is the cornerstone of US law regarding inventions and patents arising from federal funding. It aims to encourage the commercialization of federally funded research while protecting the government's interests.
- **35 U.S. Code § 202:** This section of the US Code outlines the specific requirements for disclosing government funding and the government's rights in patent applications.
- **37 CFR Part 401:** These regulations provide detailed implementation guidance for the Bayh-Dole Act, including specific procedures for disclosure and reporting.
- **Funding Agency Regulations:** Individual federal agencies (e.g., National Institutes of Health, National Science Foundation) may have their own specific regulations that supplement the Bayh-Dole Act.

2. Applicability to Designs:

- **Explicit Inclusion:** The Bayh-Dole Act and associated regulations explicitly include design patents within their scope. This means that the disclosure requirements apply to any design patent that resulted from federally funded research.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure must be made when filing a design patent application with the United States Patent and Trademark Office (USPTO).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the federal agency that provided the funding (e.g., NIH, NSF).
 - **Grant/Contract Number:** Provide the specific grant or contract number under which the funding was awarded.
 - **Government Rights:** Include the following statement in the patent application: "This invention was made with government support under [grant/contract number] awarded by [federal agency]. The government has certain rights in the invention."

4. Consequences of Non-Disclosure:

- **Loss of Title:** Failure to disclose government funding and rights can result in the government taking title to the invention.
- **Invalidation of Patent:** Non-disclosure could potentially be used to challenge the validity of the design patent.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to further complications.

The US system is quite stringent in its requirements for disclosing government funding in IP applications. By adhering to these requirements, you ensure compliance with the law, protect your IP rights, and maintain a positive relationship with funding agencies.

Norway

1. Legal Framework:

- **Patents Act (1967):** While primarily focused on patents, this act sets the general framework for IP generated with public funds and influences the approach to government-funded designs.
- **Designs Act (2003):** This act outlines the protection of designs in Norway. Although it doesn't explicitly mention government funding, the general principles of ownership and good faith in applications apply.
- **The Research Council of Norway (RCN) Guidelines:** The RCN is a major funding agency for research and innovation. Their guidelines often require disclosure of government funding and associated rights in IP applications.

- **Innovation Norway Guidelines:** Innovation Norway, a government agency promoting innovation and business development, may also have specific guidelines regarding IP generated from their funded projects.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in Norway, including designs.
- **Emphasis on Transparency and Public Benefit:** The Norwegian IP system emphasizes transparency and the public benefit derived from publicly funded research. Disclosing government funding aligns with this principle.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with the Norwegian Industrial Property Office (NIPO).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., RCN, Innovation Norway).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Norwegian government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Ireland

1. Legal Framework:

- **Patents Act 1992:** This act governs patent protection in Ireland and includes provisions related to inventions arising from government-funded research. While not directly addressing designs, it sets a precedent for IP generated with public funds.

- **Industrial Designs Act 2001:** This act outlines the protection of designs in Ireland. Although it doesn't explicitly mention government funding, the general principles of ownership and good faith in applications apply.
- **Irish National IP Protocol 2019:** This protocol provides guidance on managing IP arising from publicly funded research, emphasizing collaboration and commercialization.
- **Funding Agency Guidelines:** Specific funding agencies, such as Enterprise Ireland and Science Foundation Ireland, have their own guidelines requiring disclosure of government funding and associated rights in IP applications.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in Ireland, including industrial designs.
- **Emphasis on Economic Growth:** Ireland's IP system emphasizes the role of IP in driving economic growth and innovation. Disclosing government funding helps ensure transparency and accountability in the use of public funds for these purposes.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with the Intellectual Property Office of Ireland (IPOI).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., Enterprise Ireland, Science Foundation Ireland).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Irish government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

South Korea

1. Legal Framework:

- **Patent Act (1957):** This act lays the foundation for patent protection in Korea and includes provisions related to inventions created with government funding. While primarily focused on patents, it sets a precedent for IP generated with public funds.
- **Design Protection Act (2001):** This act outlines the protection of designs in Korea. Although it doesn't explicitly mention government funding, the general principles of ownership and good faith in applications apply.
- **Korean Intellectual Property Office (KIPO) Guidelines:** KIPO provides guidance on various aspects of IP management, including ownership and commercialization of IP arising from government-funded research.
- **Funding Agency Guidelines:** Specific funding agencies, such as the Korea Institute of Science and Technology (KIST) and the National Research Foundation of Korea (NRF), often have their own guidelines requiring disclosure of government funding and associated rights in IP applications.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in Korea, including designs.
- **Emphasis on Innovation and National Competitiveness:** Korea's IP system strongly emphasizes innovation and national competitiveness. Disclosing government funding helps ensure transparency and accountability in the use of public funds for these purposes.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with KIPO.
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., KIST, NRF).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Korean government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.

- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Kenya

1. Legal Framework:

- **Industrial Property Act (2001):** This Act provides the overarching framework for intellectual property protection in Kenya, including patents, trademarks, and industrial designs. It lays down the general principles of ownership, novelty, and inventive step.
- **Science, Technology, and Innovation Act (2013):** This Act promotes research and innovation in Kenya and addresses the ownership and commercialization of IP generated from publicly funded research.
- **Kenya National Innovation Agency (KeNIA) Guidelines:** KeNIA, established under the Science, Technology, and Innovation Act, provides guidelines and support for innovators and researchers, including guidance on IP management and disclosure requirements.
- **Funding Agency Guidelines:** Specific funding agencies, such as the National Research Fund (NRF) and the Kenya Industrial Property Institute (KIPI), may have their own guidelines requiring disclosure of government funding and associated rights in IP applications.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in Kenya, including industrial designs.
- **Focus on National Development:** Kenya's IP system emphasizes the importance of utilizing IP for national development and public benefit. Disclosing government funding aligns with this objective.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with KIPI.
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., NRF, KeNIA).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Kenyan government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others, particularly to promote local industry and access to essential goods.

- **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Israel

1. Legal Framework:

- **Patents Law, 5727-1967:** This law governs patent protection in Israel and includes provisions related to inventions created with government funding and the government's rights in such inventions. These provisions also extend to design patents.
- **Patent Office Regulations:** The Israeli Patent Office has specific regulations that require the disclosure of government funding in patent applications, including those for design patents. These regulations provide detailed instructions on how to comply with the disclosure requirements.

2. Applicability to Designs:

- **Explicit Inclusion:** The Patents Law and the Patent Office Regulations explicitly include design patents within their scope. This means that the disclosure requirements apply to any design patent that resulted from government-funded research.
- **Emphasis on Innovation and Public Benefit:** Israel's IP system aims to promote innovation while ensuring that inventions created with public funds benefit society. Disclosing government funding helps achieve this balance.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure must be made when filing a design patent application with the Israeli Patent Office.
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the government agency or ministry that provided the funding.
 - **Grant Agreement:** Provide details like the grant agreement number and relevant clauses, if applicable.
 - **Government Rights:** Include a statement acknowledging any rights the Israeli government retains in the design patent, which may include:

- **Non-exclusive License:** The government typically has the right to a non-exclusive, royalty-free license to use the design for government purposes.
- **Other Rights:** Depending on the funding agreement, the government may have other rights, such as march-in rights or the right to receive a share of royalties.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design patent between the inventor/recipient and the government.
- **Invalidation of Protection:** Failure to disclose could potentially jeopardize the validity of the design patent.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications and potential legal action.

Greece

1. Legal Framework:

- **Law 1733/1987 on the "Transfer of Technology, Inventions and Technical Innovation":** This law establishes the framework for managing intellectual property rights arising from research and development activities, including those funded by the government.
- **Law 4679/2020 on "Research and Innovation":** This more recent law further clarifies the ownership and exploitation of IP rights resulting from publicly funded research.
- **Funding Agency Guidelines:** Specific funding agencies, such as the General Secretariat for Research and Technology (GSRT) and the Hellenic Foundation for Research and Innovation (HFRI), may have their own guidelines that provide more detailed requirements for disclosing government funding and rights in IP applications.
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2. Applicability to Designs:

- **General Principle:** While the primary legislation might focus more on patents and inventions, the general principles of disclosure and the government's rights generally apply to all forms of intellectual property in Greece, including designs.
- **Emphasis on Public Benefit:** Greece's IP system emphasizes the importance of utilizing IP for public benefit and economic development. Disclosing government funding aligns with this objective.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with the Hellenic Industrial Property Organisation (OBI).
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., GSRT, HFRI).
 - **Grant Agreement:** Provide details such as the grant agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Greek government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others, particularly to promote local industry and access to essential goods.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

Indonesia

1. Legal Framework:

- **Law No. 13 of 2016 on Patents:** This law governs patent protection in Indonesia and includes provisions related to inventions arising from government-funded research. While not directly addressing designs, it sets a precedent for IP generated with public funds.
- **Law No. 31 of 2000 on Industrial Designs:** This law outlines the protection of industrial designs in Indonesia. Although it doesn't explicitly mention government funding, the general principles of ownership and good faith in applications apply.
- **Government Regulation No. 24 of 2022 on the Management of Intellectual Property from State-Funded Research and Development Results:** This regulation provides more specific guidance on the ownership, management, and commercialization of IP generated from government-funded research, including designs.
- **Funding Agency Guidelines:** Specific funding agencies, such as the Ministry of Research and Technology/National Research and Innovation Agency (RISTEK-BRIN) and the Indonesian Endowment Fund for Education (LPDP), may have their own guidelines requiring disclosure of government funding and associated rights in IP applications.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in Indonesia, including industrial designs.
- **Emphasis on National Interest:** Indonesia's IP system emphasizes the importance of utilizing IP for national development and economic growth. Disclosing government funding aligns with this objective.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with the Directorate General of Intellectual Property (DGIP) under the Ministry of Law and Human Rights.
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., RISTEK-BRIN, LPDP).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Indonesian government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others, particularly to promote local industry and access to essential goods.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

India

1. Legal Framework:

- **Patents Act, 1970:** This act governs patent protection in India and includes provisions related to inventions arising from government-funded research. While primarily focused on patents, it sets a precedent for IP generated with public funds.
- **Designs Act, 2000:** This act outlines the protection of designs in India. Although it doesn't explicitly mention government funding, the general principles of ownership and good faith in applications apply.

- **Manual of Patent Office Practice and Procedure:** This manual provides detailed guidance on patent and design registration procedures, including requirements for disclosing government funding.
- **Funding Agency Guidelines:** Specific funding agencies, such as the Department of Science and Technology (DST) and the Council of Scientific and Industrial Research (CSIR), have their own guidelines requiring disclosure of government funding and associated rights in IP applications.

2. Applicability to Designs:

- **General Principle:** While not always explicitly stated, the obligation to disclose government funding generally applies to all forms of IP in India, including registered designs.
- **Emphasis on National Development:** India's IP system emphasizes the role of IP in economic and social development. Disclosing government funding helps ensure transparency and accountability in the use of public funds for these purposes.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should ideally be made when filing a design application with the Patent Office.
- **Information to Disclose:**
 - **Funding Source:** Clearly identify the specific government agency that provided the funding (e.g., DST, CSIR).
 - **Grant Agreement:** Provide details like the agreement number and relevant clauses.
 - **Government Rights:** Acknowledge any rights the Indian government retains in the design, which may include:
 - **Non-commercial use:** The right to use the design for government purposes.
 - **Licensing:** The right to license the design to others.
 - **Royalties:** The right to receive a share of any royalties generated from commercial exploitation.

4. Consequences of Non-Disclosure:

- **Ownership Disputes:** Non-disclosure can lead to disputes over ownership of the design between the inventor/recipient and the government.
- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the funding agreement, leading to complications.

European Union

1. Legal Framework:

- **No Single, Overarching Act:** The EU doesn't have a single act like the Bayh-Dole Act in the US. Instead, it relies on a combination of regulations, grant agreements, and guidelines.
- **Horizon Europe Grant Agreement:** This is the primary document governing funding for research and innovation projects under the Horizon Europe program. It includes specific obligations regarding intellectual property, including disclosure requirements.
- **Article 26.4 of the General Model Grant Agreement:** This article specifically addresses the obligation to notify the Commission about intentions to disseminate results without protection, abandon protection, or not seek an extension of protection.
- **EUIPO Guidelines:** The European Union Intellectual Property Office (EUIPO) provides guidelines and information on various aspects of IP protection, including best practices for managing IP arising from EU-funded projects.

2. Applicability to Designs:

- **General Principle:** The obligation to disclose EU funding generally applies to all forms of IP, including registered Community designs (RCDs).
- **Emphasis on Transparency and Dissemination:** The EU's approach to IP emphasizes transparency and the dissemination of research results for the benefit of society. Disclosing EU funding aligns with this principle.

3. Disclosure Requirements:

- **When Applying for Protection:** Disclosure should be made when filing a design application with the EUIPO.
- **Information to Disclose:**
 - **Funding Source:** Specify the EU funding program (e.g., Horizon Europe, FP7) and grant agreement number.
 - **EU Rights:** Acknowledge any rights the EU may have in the IP, such as the right to use the IP for non-commercial purposes or to grant licenses.

4. Consequences of Non-Disclosure:

- **Potential Challenges to Validity:** While not explicitly stated in law, failure to disclose could potentially be used to challenge the validity of the design registration in certain circumstances.
- **Breach of Contract:** Non-disclosure could be considered a breach of the grant agreement, leading to complications and potential financial penalties.

