

Restoration is available for unintentional lapse



December 5, 2025

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Restoration is available for “unintentional” reasons

Used to require a “legitimate reason” and evidence

Now, “unintentional” is sufficient, and
no evidence is required.

Procedures Subject to the Restoration

- ◆ PCT national entry and translation (P, U)
- ◆ Paris priority (P, D, U, T)
- ◆ Examination request (P)
- ◆ Annuity/renewal after the six-month grace period:
(P, D, U, T)

P: Patents D: Designs U: Utility Models T: Trademarks

The time limit for restoration

Priority Restoration:

- 14 months from the priority for Paris route applications
- 1 month from the translation due date for PCT route

If the translation was not filed in time, **its restoration must also be requested.**

Other Restorations:

Earlier of:

- 2 months from knowing the lapse of time
- 1 year from original due date (6 months for trademarks)

Office fee for restoration (JPY)

Patents	212,100
Trademarks	86,400
Designs	24,500
Utility Models	21,800

as of December 5, 2025

Limitation of restored rights

If the issued patents or trademark registrations are restored:

- Patent rights are ineffective to the products imported into or, produced or acquired in Japan after the six-month grace period and before the restoration.

Unlike in the US (35USC41(c)(2)), those who worked the patented invention cannot continue the work except for the above products.

- Trademark rights are ineffective against the use of the trademark after the six-month grace period and before the restoration.

Official Example

【書類名】 回復理由書
【提出日】 令和〇〇年 〇月 〇日
【あて先】 特許庁長官 殿
【特許番号】 特許第〇〇〇〇〇〇〇号
【特許権者】
【識別番号】 〇〇〇〇〇〇〇
【住所又は居所】 〇〇県〇〇市～
【氏名又は名称】 〇〇株式会社
【代理人】
【識別番号】 〇〇〇〇〇〇〇
【住所又は居所】 〇〇県〇〇市～
【氏名又は名称】 〇〇弁理士法人
【代表者】 〇〇 〇〇

【回復の理由】

不注意により追納期限を失念しており、所定の期間内に納付の手続をすることができませんでした。その後、令和〇年〇月〇日に期限を徒過していることに気がつき、今般、手続をしました。所定の期間内に手続ができなかったのは、故意によるものではありません。

【提出物件の目録】

【物件名】 代理権を証明する書面 1

(212,100円)

特許印紙

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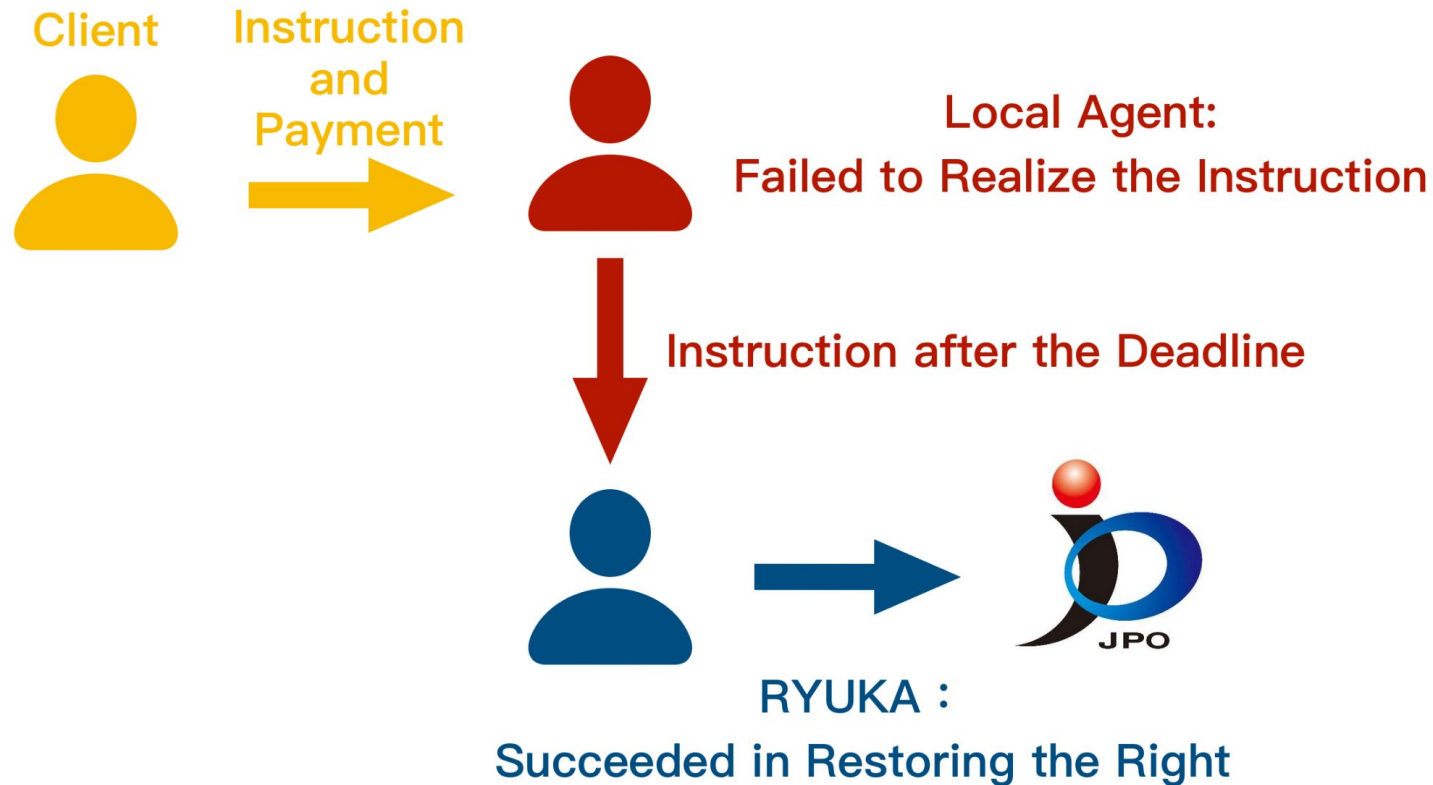
特許印紙

The official example merely states:

"Due to our **oversight**, we missed the deadline and failed to complete the procedure by the due date. We realized of the failure on **. The fact that we missed the deadline was unintentional."

No further details are required.

An Actual Case



Even if the deadline was missed by a human error,
it is restored, as long as it was "**unintentional**"

Success Rate

RYUKA's success rate under the "unintentional standard" has been **100%** as of December 5, 2025 (**17 of 17**).