Policies Relating To Yale-NUS College Intellectual Property

A. Introduction

1. The College is a publicly funded organisation with a dedicated mission to transform the way people think and do things through education, research and service. The College therefore focuses on creating, disseminating and applying knowledge through research and education for the benefit of Singapore and its people and the global community as a whole.

2. In the process of creating, disseminating and applying knowledge, Intellectual Property is developed or created by College Members primarily in the form of patents to inventions and innovations as well as copyright to written and audio visual and other works.

3. In order to ensure that the knowledge created through research and education in the College will reach and benefit the wider community in Singapore and the world, the College encourages publication and/or application of such knowledge. One of the methods to apply the knowledge is through commercialisation of this Intellectual Property for the greater good.

4. Consistent with the College’s mission, the College wishes to ensure that the dissemination and application of Intellectual Property through commercialisation is properly administered for the benefit of the College, the College Members and the Singapore and global communities.

5. The main purposes of the Policies set out in this document are:

   (a) to clarify and regulate the protection, management and commercialisation of College Intellectual Property;

   (b) to delineate the rights and obligations of the College and the College Members with respect to the Intellectual Property created or developed in the course of College Research;

   (c) to motivate the creation, development and dissemination of Intellectual Property by providing appropriate financial rewards to the creators and the College.

B. Definitions

1. In these Policies, unless the context otherwise requires, the following expressions shall have the following meanings:

   (a) “Author ed Work” means an original work of authorship produced by College Members including:

   (i) Student theses and dissertations,

   (ii) books, journal articles, texts, glossaries, bibliographies, study guides, syllabi, tests, proposals,
(iii) teaching materials including lectures recorded on audio and/or visual recordings and lecture notes,

(iv) examination scripts, project reports submitted by a Student;

(v) musical or dramatic compositions and unpublished scripts,

(vi) films, film strips,

(vii) charts, transparencies and other visual aids,

(viii) audio-visual material, live video or audio broadcasts and programmed instruction materials and sound recordings,

(ix) choreographic works, and

(x) pictorial, graphic and sculptural works.

(b) "Copyrighted Work" means an original work of authorship, which has been fixed in any tangible medium of expression, now known or later developed, from which it can be perceived, reproduced or otherwise communicated either directly or with the aid of a machine or device. Copyrighted Works include, but are not limited to, Authored Works, Software, technical designs, formulas and codes, designs and mask works and research data.

(c) "Electronic Medium" shall include but not be limited to digital optical and magnetic information storage and retrieval platforms or systems (including but not limited to videos floppy disk-based software CD-ROM CD-I DVD-ROM DVD-RAM interactive software compact discs, ROM-card silicon chip and any other similar or dissimilar offline platforms or systems) on-line electronic or other transmission (including but not limited to satellite or microwave transmission video-on-demand and/or near near-video-on-demand and the Internet) and the Digital Library (or any such digital online collection developed and maintained by the College) whether now known or subsequently developed.

(d) "Integrated Circuit Design" means the layout design of an integrated circuit protected under the Layout-Design of Integrated Circuits Act 1998.

(e) "Intellectual Property" means any new and useful invention (whether patentable or not), discovery, process, machine, composition of matter, life form, article of manufacture, patents, Copyrighted Work, Integrated Circuit Design, design rights, Software, Trademark, Tangible Research Property, know-how, Trade Secrets, new or improved devices, circuits, chemical compounds, drugs, genetically engineered material (including but not limited to plasmids, virus, bacteria and cell lines), data sets, musical processes, unique and innovative uses of existing inventions and any other intellectual property right.

(f) "ILO" means the NUS Industry Liaisons Office.
(g) "Invention Disclosure Form" means the Invention Disclosure Form substantially in the form attached to these Policies as amended from time to time.

(h) "Inventor" means a person who

(i) has conceptualized the invention or has made intellectual contributions to the conception of a piece of Intellectual Property or

(ii) has made creative contributions leading to the said piece of Intellectual Property.

(i) "Library Materials" means:

(i) any printed book, periodical, newspaper, pamphlet, musical score, map, chart, plan, picture, photograph, print and any other printed matter; and

(ii) any film (including a microfilm and a microfiche), negative, tape, disc, sound track and any other device in which one or more visual images, sounds or other data are embodied so as to be capable (with or without the aid of some other equipment) of being reproduced from it;

(j) "Net Revenue" means the Revenue less the expenses referred to in Policy H3.

(k) "Public Disclosure" means a disclosure to the general public including, but not limited to, journal publication, magazines, libraries, internet, student theses, e-mail, published grant proposals, poster presentation, oral presentations at the College, at conferences, and at companies, advertisement, sale, demonstration or use in public, that is in sufficient detail to allow your scientific peers, or someone that is "skilled in the art," to understand and recreate the Intellectual Property. It can also mean disclosure of the Intellectual Property to any other person not bound by express confidentiality obligations under a written Non-Disclosure Agreement.

(l) "Revenue" means all consideration received by the College pursuant to the commercialisation of the Intellectual Property including:

(i) license fees, including upfront fees, running royalty, license maintenance fee, commissions and sublicensing fees arising from the license of the Intellectual Property; and/or

(ii) proceeds arising from the sale of the Intellectual Property, to a Third Party, whether in the form of cash or Shares but does not include any reimbursement of expenses (including patent costs, patent maintenance fees received under any license agreement), or research funds.
(m) "Policies" means these Policies Relating to College Intellectual Property as the same may be amended from time to time.

(n) "Shares" means "share" as defined in section 4(1) of the Companies Act (Cap. 50).

(o) "Software" means any computer software or program whether in source or object code and other technologies used to support the electronic capture, storage, retrieval, transformation and presentation of digital data and information or to interface between digital forms and other communications and information media.

(p) "Student" means any registered student of the College and includes all undergraduate and postgraduate students and exchange students, whether studying full-time or part-time at the College, regardless of whether the student receives financial support from the College or from Third Party sources.

(q) "Third Party Contract" means any contract or agreement between the College and a Third Party for the conduct of research, teaching or student exchange programmes, license agreements, contracts of assignment or contracts of sale, etc.

(r) "Third Party" means any person other than the College and the College Member and includes funding agencies, another research institution or a commercial company.

(s) "Trade Mark" means a trade or service mark as defined as such under the Trade Marks Act 1998.

(t) "Trigger Date" means the date to be determined by the College from which the College Member may freely deal with his/her Shares.

(u) "College Member" means Yale-NUS Staff and/or Students, Yale faculty and NUS faculty seconded to the College for twelve (12) or more consecutive months, as the context so requires.

(v) "College Staff" means any employee who is under a contract of employment with the College including academic research and administrative staff, adjunct and part time staff.

(w) "College Research" means all and any activities conducted:

   (i) in the course of the College Member's employment or study at the College (where applicable); and/or

   (ii) with the use of College Support.

(x) "College Support" means

   (i) financial and other support either directly from or channeled through the College regardless of origin; and/or

   (ii) substantial use of the College Resources (the use of the
College's office space, personal computers and libraries shall not be considered as "substantial use"); and/or

(iii) supervision of College Staff and/or intellectual input in the form of how or other background information of College Staff,

for the development of the Intellectual Property.

(y) "College Resources" means College's facilities, personnel, equipment or confidential information and Intellectual Property owned by or licensed to the College;

(z) "Visitor" means any person other than a College Member who takes part in any research project or scholarly activity which is conducted by a College Member as a visitor of the College or who visits any part of the College in which research or scholarship, or any related activity, is conducted at the time they create Intellectual Property.

2. In these Policies words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice-versa.

3. References to person shall include bodies corporate and incorporated associations and partnership.

C. Responsibilities of College Members

1. All College Members, including all persons receiving funding administered by the College or receiving other compensation from the College, Yale and NUS faculty seconded for twelve (12) or more consecutive months, all undergraduate students regardless of funding or employment status, have a responsibility to:

   (a) adhere to the guidelines embodied in these Policies;

   (b) create, retain, and use Intellectual Property according to the applicable local and international laws and College policies;

   (c) maintain confidential all confidential information, whether made/developed on his/her own, in collaboration with College colleagues or students, or acquired through discussions (whether formal or informal) with College colleagues or students or Third Parties where the College Member is aware or should reasonably be aware that the information was obtained subject to an obligation of confidentiality;

   (d) disclose promptly in writing Intellectual Property owned by the College pursuant to these Policies or created pursuant to funded research or other contractual arrangements with Third Parties and in accordance with Article D1(a). Where required by the College, the College Member shall formally assign all title and interests to such Intellectual Property to the College or its designee to enable the College to satisfy the terms of any applicable Third Party
Contracts or patent application or other regulatory requirements. Failure by the College to formally obtain an assignment of the College Member’s interests in any Intellectual Property belonging to the College does not negate the College’s rights to the Intellectual Property under these Policies;

(e) promptly disclose to ILO the identity of

(i) any party who has made an inventive contribution to the Intellectual Property; and

(ii) any party interested in the commercial exploitation of the IP,
in sufficient detail and as soon as practicable after the relevant facts have come to their knowledge;

(f) promptly disclose any conflict of interest as required by the College and set out in the HR Guidelines for Conflict of Interest Policy for Yale-NUS Staff;

(g) provide all reasonable assistance and co-operation with the College to secure, protect and commercialise the Intellectual Property, including:

(i) providing information and executing documents which may be required to obtain patent, copyright, or other suitable protection for the Intellectual Property developed by the College Member;

(ii) providing assistance in legal actions taken in response to infringement prosecutions and defences; and

(iii) assist, when Intellectual Property protection is secured, in the marketing and promotion of Intellectual Property as and when required;

(h) Deposit Library Materials published in Singapore with the National Library Board as may be required by and in accordance with Section 10 of the National Library Board Act (CAP 197); and

2. If the Student or Visitor is also an employee of a Third Party, then it is the responsibility of the Student or Visitor to:

(a) promptly disclose to the College any potential conflicts of policies in respect of Intellectual Property created or developed by the Student or Visitor at the College between the College and the Third Party; and

(b) work with the College to resolve any potential conflicts of policies between the College and the Third Party.
D. Disclosure of Intellectual Property

1. If a College Member becomes aware of Intellectual Property first conceived or reduced to practice in the course or furtherance of College Research which the College Member:

   (a) is of the opinion can be commercialised; and

   (b) wishes to commercialise, then

   the College Member shall promptly report the Intellectual Property to ILO.

2. All reports to ILO shall be made on the Invention Disclosure Form which must be accompanied with all relevant details of the Intellectual Property. Signed copies of the Invention Disclosure Form should be concurrently submitted to the College Member’s project supervisor and/or Dean of Faculty. The Invention Disclosure Form may be obtained here.

3. As any public disclosure of information can potentially jeopardize the patenting rights of the College, the College Member is prohibited from making any form of public disclosure (including verbal disclosures) of the College’s Intellectual Property until such time as the College has:

   (a) filed a protection for the Intellectual Property in question; or

   (b) made the determination not to file for protection for the Intellectual Property in question.

E. Ownership of Intellectual Property

1. General Rule:

   Unless otherwise expressly specified in the Policies, all rights, title and interest in Intellectual Property discovered, created or developed in the course or furtherance of College Research shall vest in and belong to the College.

2. Grant Funding and Third Party Funding Rules:

   (a) If research leading to any Intellectual Property has been funded by or through the College by way of a grant or by a Third Party, whether government or private, or has been conducted in some other form of association with such Third Party, the terms of grant or the Third Party Contract shall override any of these Policies which are to the contrary.

   (b) If the terms of the Third Party Contract or grant state that the Contract shall own the Intellectual Property created by the research funded by the Third Party or grant, then the College shall apply these Policies to the Intellectual Property owned by the College.
(c) If the issue of ownership of the Intellectual Property was not established in advance as part of the terms of the grant or Third Party Contract, Policy E(1) shall apply and the College shall negotiate the ownership ratio of such Intellectual Property with the Third Party or funding agency taking into account (but not necessarily compliant with) these Policies.

3. Intellectual Property discovered, created or developed in the following circumstances shall be deemed to have been discovered, created or developed using College Support and thus deemed to be in the course or furtherance of College Research:

   (a) Intellectual Property developed by the College Member in the course of his/her participation in a research project funded by or through the College;

   (b) Intellectual Property developed by the College Member with the assistance of funds provided by or through the College;

   (c) Intellectual Property developed with the substantial use of College Resources.

4. In addition, Intellectual Property discovered, created or developed in the following instances shall be deemed to be discovered, created or developed in the course of College Research:

   (a) Intellectual Property discovered, created or developed by the College Member in fulfilment of his/her contract of employment as a staff member even if discovered, created or developed without use of College Support; or

   (b) Intellectual Property discovered, created or developed by the College Member for the purpose of commercial exploitation if such Intellectual Property falls within the area of expertise of the College Member for which he/she was hired by the College or is related to his/her duties as a College Member.

5. Intellectual Property discovered, created or developed by a College Member in his/her own time and outside the scope of College Research is not owned by the College. The College shall be the sole arbiter as to whether any Intellectual Property is discovered, created or developed in the course of College Research. In making any such determination, the College will consider whether:

   (a) there has been use of College Support to justify owning the Intellectual Property discovered, created or developed by the College Member.

   (b) the Intellectual Property is in an area outside the College Member's broad field of expertise;

   (c) the College Member is able to show evidence that the activities leading to the invention is conducted outside the scope of College Research; and
(d) the College Member is able to show evidence (eg. receipts, invoices, contracts, etc) that the Intellectual Property was discovered, created or developed solely with his/her own resources and without the use of College Support.

(e) [Seconded Yale and NUS faculty members as noted in C1] may have multi-year research, writing and/or artistic projects that they continue to pursue while at the College and the College shall not have any rights, title and interest to and in any Intellectual Property generated in the course of such research projects provided the use of special facilities or other resources of the College, NUS or a Singapore government-linked or government-sponsored research entity like CREATE does not constitute a substantial and significant contribution toward the creation of such Intellectual Property. Use of the computer network, libraries, ordinary bench labs, and faculty office space shall not be considered to constitute such substantial and significant contribution.

F. Exceptions to Policy E

1. Notwithstanding Policy E, the following exceptions are applicable:

2. Authored Works:

(a) The copyright to an Authored Work shall be owned by the College Member who authored it except under the following circumstances:

(i) If the Authored Work is created by a non-academic College Member in pursuance of the terms of his employment with the College; or

(ii) If the Authored Work is commissioned by the College or is created at the direction of the College for a specific College purpose.

(b) If the Authored Work is created in the course of or pursuant to a specific agreement between the College and College Member or between the College with another institution or entity, copyright ownership is subject to the terms on Intellectual Property ownership terms set out in the relevant agreement.

(c) If the Authored Work is created using funds provided by or through the College from grants or Third Parties, then the College shall apply Policy E(2) to the question of ownership of the Authored Work.

(d) In the interests of clarity, the College Member agrees and accepts that except for Authored Works, copyright ownership of all other Copyrighted Works, including:
(i) Software;
(ii) technical designs including Integrated Circuit Designs;
(iii) formulas and codes describing any compounds or material whether biological or not;
(iv) mask works;
(v) Integrated Circuit Designs, and
(vi) research data arising from College Research,

shall be owned by the College, even if such Copyrighted Works form part of an Authored Work which is owned by the College Member.

3. **Student theses and/or dissertations:**

(a) The College acknowledges the Student’s ownership of copyright to his/her theses and/or dissertations. However, where the Student’s theses and/or dissertations were submitted to the College to meet course requirements, the following provisions shall apply:

(i) If the Student’s theses and/or dissertations contains patentable ideas or other Intellectual Property the College deems useful, then the College shall be the owner of such ideas or Intellectual Property.

(ii) If the Student’s theses and/or dissertations contain research data arising from College Research, then the Student’s copyright will only extend to the form of expression of the data in the theses. Ownership of the research data and the data base itself remains with the College pursuant to Policy E.

4. The physical document and/or device on which the Student’s Authored Work was recorded or stored or printed, which was submitted to the College (for example, the thesis document, the examination scripts, term papers, CDs, DVDs, tapes, etc.) will become the property of the College unless returned to the Student by the College.

5. The College Member shall be deemed to have granted to the College an irrevocable, unconditional, perpetual, transferable, sub-licensable, royalty free license to use, print, publish, reproduce, copy and publicly distribute the College Member’s Authored Work, in whatever form, including without limitation the right to publish on the internet or through an Electronic Medium, for the College’s teaching, research and academic purposes and any business usual to a College or institution of research and/or higher learning (such as publishing and licensing activities), provided that:
(a) the College shall acknowledge the copyright ownership of the College Member;

(b) the College may, at its absolute discretion, elect to limit its use of this license on such terms as it sees fit

6. The College may at any time, require an assignment of the College Member’s copyright over an Authored Work for the purposes of commercialising the Authored Work and the College Member shall take such action as required to complete the assignment PROVIDED THAT the assignment of copyright will contain terms which will enable the College Member to retain the right to reproduce the text of their Authored Work to ensure that their careers benefit from publishing the results of their work.

7. If the College was to commercialise an Authored Work (for example, through the University’s subsidiary NUS Press Pte Ltd or its Centre of Instructional Technology), then the College and the College Member who owns the copyright to the Authored Work shall enter into appropriate agreements to share revenue or make payments in accordance with standard practices and guidelines usual to educational institutions.

8. The College Member shall ensure that he/she:

(a) is not in breach; and/or

(b) has obtained the consent,

of Third Party owners of copyright or other intellectual property rights to use their works as incorporated in the College Member’s Authored Work and a licence back to the College for teaching, research and academic purposes. The College Member shall use reasonable efforts to assist the College to obtain the consent of Third Party owners of copyright and other intellectual property rights if the College seeks to commercialise the Authored Work.

G. Protection and Commercialisation of Intellectual Property

1. Upon receipt of a full and true disclosure in the Invention Disclosure Form, the College may, in its sole and absolute discretion, determine such means to protect the Intellectual Property or any part thereof including whether to seek patent protection for the Intellectual Property disclosed in the Invention Disclosure Form. The College will usually seek patent protection in order to pursue commercialization of the Intellectual Property. The decision to file for patent protection and the scope of the patent application is based solely on the commercial potential of the Intellectual Property as determined by ILO and not on its scientific merits.

2. The College shall within 3 months from the date of ILO’s receipt of the Invention Disclosure Form and full details of the Intellectual Property, notify the College Member whether the College will apply for patent or other protection for the Intellectual Property and/or commercialise the
same.

3. For the avoidance of doubt, the College shall not be obliged to seek any such patent or other protection or institute legal or other proceedings with regards to intellectual property infringement or otherwise in respect of the Intellectual Property. If, however, the College does decide to seek patent protection for the Intellectual Property, then the College Member who made the inventive contribution to the Intellectual Property shall be named as inventor in the patent in accordance with the applicable patent laws.

4. The College shall be entitled to approach, negotiate and enter into any binding agreement to license, transfer, assign or sell the Intellectual Property owned by the College with any Third Party on such terms and conditions as the College shall in its sole and absolute discretion deem fit.

5. If the Intellectual Property is conceived as a result of a collaboration with and/or funding from a Third Party, then the Intellectual Property will be managed in accordance with the terms of the Third Party Contract.

6. The College Member shall provide all information and render such assistance to the College (and/or its nominees) in respect of the patent or other applications and/or commercialisation of the Intellectual Property as the College may from time to time require, including but not limited to, execution of documents (including assignments), furnishing additional or further information and details, providing assistance in the further formulation of the Intellectual Property, amendments to the patent or other applications, and negotiations with regards to commercialisation of the Intellectual Property. If ILO is of the opinion that insufficient information to assess the commercial potential of the Intellectual Property has been disclosed in an Invention Disclosure, the College, through ILO, may in its absolute discretion, hold the Intellectual Property indefinitely until sufficient information emerges to assess its commercial potential.

7. Where the College Member has submitted or intends to submit an Invention Disclosure, the College Member shall at all times maintain confidentiality of the information relating to the Intellectual Property in accordance with Policy D until such time when informed that the evaluation process has been completed and a decision is made with regards to the protection of the Intellectual Property. Any public disclosure (including verbal disclosure) is strongly discouraged during this period of evaluation as it may potentially jeopardize the patenting process.

H. **Revenue from Intellectual Property**

1. Revenue received by the College from the commercialization of Intellectual Property owned by the College, shall be shared between the College Member and the College in the manner and on the terms set out below. For the avoidance of doubt, the term “Revenue” shall not include funds received for research support even if
(a) such funds are to be used in connection with the Intellectual Property or the further development thereof; and

(b) the commitment to provide such funds is obtained or negotiated together with the agreement in respect of the commercialization of the Intellectual Property.

2. The following costs shall be deducted from all Revenue received prior to distribution in accordance with Policy H3: -

(a) First, a proportion of the ILO's overhead costs in relation to administration, utilities, materials, premises and manpower expenses incurred in respect of the relevant Intellectual Property as reasonably determined by the ILO in its sole discretion. Such overhead costs shall not be less than 15% of the total Revenue received; and

(b) Second, all costs related and incidental to:

(i) the preparation, filing, prosecution and maintenance of patent and other applications in respect of the Intellectual Property;

(ii) the commercialization efforts in relation to the Intellectual Property including but not limited to legal costs and marketing expenses; and

(iii) defending the Intellectual Property including legal expenses relating to prosecuting infringements of the Intellectual Property, defending allegations of intellectual property infringement, licensing enforcement and contract related proceedings.

3. All Revenue after deductions for expenses and costs as set out in Policy H2 above ("Net Revenue") shall be divided between the NUS, the College Member and Yale-NUS College, as follows: -

(a) College Member - 50%

(b) Yale-NUS College - 30%

(c) the NUS - 20%

4. Faculty and Staff at times hold joint appointments at NUS and the College, with the percentages of such appointments at each institution varying substantially. Should individuals holding joint appointments develop Intellectual Property, the Executive Vice President (Academic) of the College and the Provost of NUS shall consult with each other and with the faculty/staff member(s) involved and agree on how to apply the NUS IP policy to the circumstances in question. Provided, that at no time will the faculty member’s ownership interest or entitlement to royalties be rendered less than what he/she would have received under the IP policy pertinent to the percentage of appointment (e.g., if the appointment is 75% with the College and 25% with NUS, the ownership and royalty considerations of the College’s IP policy

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should control for 75% of the ownership interests/royalty considerations).

5. The College may from time to time, in its absolute discretion, amend or revise the above sharing proportions, provided that any new or amended sharing ratio shall not be applied to Revenue received prior to the amendment or revision.

6. Where the Net Revenue is in the form of Shares the College Member will not be entitled to sell, transfer, trade in, dispose of, charge, mortgage otherwise encumber his/her part of the Shares until after the stipulated Trigger Date. The College shall have the discretion to distribute such Net Revenue in the form of Shares or the cash value thereof standing as at the date the Shares are issued to the College.

7. The College Member's Shares (if the cash value thereof is not distributed in accordance with Policy H3 above) will be held by the College as legal owner thereof until the Trigger Date. All voting rights in respect of such Shares shall be exercised by the College in its absolute discretion.

8. The College Member will from time to time be notified, at his/her last known address, of any portion of the Net Revenue due to him. The College Member shall be responsible for collecting all monies due to him from the College and keeping the College updated of his/her most current address and contact details. All monies due to the College Member which are not collected within 12 months of the date of the relevant notification (as evidenced by the College's records) will be forfeited and retained by the College and the College shall not be liable to account thereafter to the College Member or any Third Party.

9. For the purposes of clarity, where a Student has assigned his/her Intellectual Property to the College he/she is entitled to be treated in the same way as College Staff for the purpose of sharing in commercial benefits, including financial returns, from the commercialization of the Intellectual Property.

10. In the application of Policy H8, the College shall determine the equitable allocation of financial returns between the Inventors, taking into account:

   (a) the degree of intellectual input from the supervisor, other College Staff and Third Parties;

   (b) the nature and extent of any College or Third Party Intellectual Property accessed or used by the Student; and

   (c) the nature and extent of any use a Student makes of College Support; and

   (d) any other factors which the College considers relevant in making its determination.

I. Assignment Back of Intellectual Property to the Inventor
1. For the purposes of this Policy I, the Intellectual Property referred to herein shall mean the particular piece of Intellectual Property which the Inventor had conceptualised or to which conception the Inventor had made intellectual contributions to or to which the Inventor had made creative contributions leading to the said piece of Intellectual Property.

2. An Inventor may, at any time, request that the College assigns the Intellectual Property owned by the College to him/her. The College through ILO may make a determination in its absolute discretion whether to assign the Intellectual Property to an Inventor. In determining whether to assign the Intellectual Property to the Inventor under this provision, the College may take into consideration the following:

(a) Whether it has elected, in its absolute discretion, not to commercialise the Intellectual Property;

(b) Whether all other Inventors of the Intellectual Property agree in writing to the assignment of the Intellectual Property to the assignee Inventor; and

(c) Whether the assignee Inventor has agreed to commercialise the Intellectual Property and has submitted a business plan that is satisfactory to ILO.

The College wishes to clarify that it values its Intellectual Property for its educational, as well as commercial, value. Even if the College chooses not commercialise a particular piece of Intellectual Property, it believes that such Intellectual Property may form one of the building blocks for future research, development and education.

3. The terms and conditions of any assignment of the Intellectual Property to the Inventor will be dealt with on a case by case basis by ILO. The College may in its absolute discretion, elect to hold the Intellectual Property owned by it, indefinitely.

4. Without prejudice to the generality of Policy I2, the general conditions pursuant to which ILO may agree to assign the Intellectual Property to the Inventor are listed below.

(a) The Inventor agrees to develop and commercialise the Intellectual Property in a manner which will benefit the public.

(b) The Inventor agrees to reimburse the College for all and any of its costs determined in accordance with Policy H2 if and when the Inventor receives income from exploitation of the Intellectual Property.

(c) The Inventor shall not further assign or sublicense the Intellectual Property to any Third Party without the prior written consent of the College;

(d) The Inventor agrees to keep the College informed of the progress of development on and commercialisation of the Intellectual Property in accordance with the terms of any assignment.
agreement.

The Inventor shall, at the reasonable request of the College, from time to time allow the College or its agent (or procure that the College or its agent is allowed) to inspect those records and books of account and maintained by the Inventor and/or such other person through whom the Intellectual Property is commercialised and, to the extent that they relate to the calculation of those payments due to the College under the terms of the assignment agreement or these Policies, to take copies of them.

(c) The Inventor agrees to fulfil any obligations that may exist under any Third Party Contracts which led to the development of the Intellectual Property, e.g. the grant of royalty-free, non-exclusive licences to the sponsor or the sharing of royalty income with the sponsor.

5. If the College, after consideration of all the information, has elected not to file patents to protect the Intellectual Property prior to assigning the Intellectual Property to the Inventor under this Policy I, the Inventor shall have full discretion as to whether he/she wishes to file patent or other applications to protect such Intellectual Property. All such patents and other applications, if any, shall be filed in the name of the Inventor and the Inventor shall have full control over the prosecution and maintenance thereof at his/her own cost and expense;

6. The Inventor shall indemnify and hold the College harmless from any expense, claim, proceeding, judgment, damages, cost (including legal costs on a full indemnity basis) arising from any intellectual property infringement or product liability claims relating to any assigned Intellectual Property and the Inventor shall ensure that all licences and other agreements with any Third Party relating to such Intellectual Property shall provide for such an indemnity from the Third Party in favour of the College;

7. The Inventor shall grant to the College an irrevocable, unconditional, transferable, perpetual, sub-licensable, royalty-free right to use the assigned Intellectual Property for academic and research purposes. In addition, the Inventor agrees to negotiate where necessary, in good faith and on reasonable commercial terms, the grant of a sub-license of the assigned Intellectual Property to a third party licensor of the College’s other Intellectual Property, for the third party licensor to use the assigned Intellectual Property as part of its background Intellectual Property.

8. The College may require a reversion of the Intellectual Property from the Inventor if:

(a) the Inventor fails to perform its obligations; or

(b) the Inventor fails to meet its commercialisation milestones,

within the agreed period and in accordance with the terms of the assignment agreement
9. The inventor will receive 70% of accrued royalties\(^1\) and the College will receive
30% accrued royalties\(^1\), with no separate provisions for percentages of gross
sales or non-royalty income.

10. If an assignment of Intellectual Property to the Inventor was effected
under this Policy I, the assignee-Inventor specifically waives any and all
rights to receive from the College in connection with the technology, any
additional consideration pursuant to the terms of Policy H, with respect
to any payment, consideration or benefit derived by the College in
connection with the assignment of the Intellectual Property.

11. For the purposes of clarity, if an Inventor wishes to license Intellectual
Property which the College views as having commercial potential, the
College may, at its absolute discretion, enter into a licensing agreement
with the Inventor on arms-length commercial terms.

J. Intellectual Property Arising from Consultancy Works

1. The Consultation Work Scheme of the College encourages Yale-NUS Staff
who are of the grade of Assistant Professor or above ("Qualified Yale-NUS Staff") to undertake consultation work for Third Parties. Usually, under
these consultation arrangements, the Intellectual Property developed or
created by the Qualified Yale-NUS Staff are owned by the Third Party. The College is concerned that these consultancy work arrangements may:

   (a) result in leakage of Intellectual Property from the College; and/or

   (b) restrict the future research progress and direction of the Qualified
       Yale-NUS Staff and, indirectly, that of the College.

2. The Consultation Work Scheme provides that Qualified Yale-NUS Staff
may undertake consultation work using College facilities and materials
subject to the prior approval of the Dean of Faculty. The Dean of Faculty
shall notify ILO if the consultation work of the Qualified Yale-NUS Staff
will involve the substantial use of Intellectual Property owned by the
College.

3. If, on ILO’s assessment, the consultation work for the Third Party to be
undertaken by the Qualified Yale-NUS Staff will require substantial use of
the Intellectual Property owned by the College, the Dean of Faculty shall
require that the Third Party enter into a research collaboration agreement
with the College to enable the Third Party to access and use the
Intellectual Property owned by the College and the research collaboration
agreement will include provisions which cover:

   (i) a license for the College to use the Intellectual Property created
       under the research collaboration agreement for academic and
       research purposes; and

   (ii) ownership of Intellectual Property created under the research
        collaboration agreement in accordance with inventive
        contributions of the parties.

4. The Qualified Yale-NUS Staff may enter into a separate consultancy
agreement with the Third Party for consultation services.

5. The College shall not normally negotiate or be included in any consultancy agreements on behalf of any Qualified Yale-NUS Staff. The Qualified Yale-NUS Staff shall be required to follow the Consultancy Work Scheme guidelines.

K. Publications

1. The College encourages the prompt publication and presentation of research findings.

2. However, the College may require:

   (a) a delay of up to three (3) months (subject to reasonable extension where the College deems necessary) of any publication or presentation for the filing of any patents; and/or

   (b) the removal of any of its or a Third Party’s confidential information in accordance with the terms of a confidentiality agreement or the research agreement for a project.

L. Administrative Procedures

1. ILO shall advise the College as to whether the College should take up the commercial exploitation of any Intellectual Property developed by a College Member and shall carry out such other functions as may be allocated to it from time to time.

2. In the event of dispute or disagreement arising between the College and the College Member in relation to the commercial exploitation of any Intellectual Property developed by a College Member or in relation to the receipt of Revenue, fees or commissions from such commercial exploitation, the President and/or his/her nominee shall be empowered to make a ruling on such dispute or disagreement and his/her decision shall be accepted as final by the College Member involved.

3. If a College Member fails to execute any documents and take all actions necessary or desirable to give full effect to the Policies herein, the President or the Provost may execute all such documents and do all such acts as the College Member’s attorney. The President or the Provost may exercise this power even if the College benefits from such power.

M. Settlement of Disputes

1. If any dispute arises in the interpretation or application of these Policies, the same shall be referred to the College’s President for his/her decision. The College’s President holds the designated authority

2. In the event issues arise that were not contemplated by the terms of either the NUS IP Policy or the College’s IP policy, the Executive Vice
President (Academic) of the College and the Provost of NUS shall consult and determine how to proceed.

N. Amendment of Policies

These Policies or any part of them may be amended by the College in its absolute discretion from time to time and the Policies as amended shall apply to all Intellectual Property disclosed by College Member after the effective date of such amendment. All Intellectual Property disclosed prior to the amendment shall be governed by the Policies prior to such amendment provided that the provisions of Policy H (as amended) shall apply to all Intellectual Property licensed or otherwise commercialised on or after the effective date of any such amendment regardless of when the Intellectual Property is disclosed.

O. Policies for Visitors

Visitors shall be bound by the Policies unless specifically exempted or varied by written agreement with the College. Visitors are therefore required to disclose any Intellectual Property with commercial potential that he/she creates or develops while at the College. The commercialisation of that Intellectual Property and sharing of any net commercial benefits will be negotiated on a case-by-case basis, with the Visitor and the Visitor’s employer and any relevant Third Party. The College will recognise the publication rights of Visitors subject to any overriding commercial imperative.

P. Waiver of Policies

The College President shall have the discretion to waive any or all of the provisions of these Policies in a particular case.