

# Intellectual Property Policy

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Access category: General

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## 1. Policy Statement

1.1 The objectives of the Intellectual Property (“IP”) Policy are to:

- (a) ensure that the University’s IP is protected, managed and commercialised;
- (b) delineate the rights and obligations of the University, Staff Members and Students with respect to IP developed at the University;
- (c) facilitate the transfer of knowledge and technology so that educational and research activities conducted at the University benefit the public; and
- (d) manage the University’s risks when using third party IP.

## 2. Background and Rationale

2.1 Funding for the University’s educational and research activities is provided primarily by the government and other organisations. The University seeks to ensure that any resultant IP is administered in the interests of the University and the public. This Policy provides guidelines that may be applied consistently to arrive at a position that is as equitable as possible to all parties concerned.

## 3. Scope

3.1 This Policy applies to all Staff Members and Students.

## 4. Definitions and Interpretation

Author	Author or creator of a copyrighted work, or a person who has made substantial creative contributions to the copyrighted work.
Commercial purposes	Purposes primarily intended to generate revenue and/or profit, and the purpose of running a business.
Commercialisation Revenue	Gross revenue received by NTUitive from commercialisation of Licensed NTU IP (including all royalties, fees and other benefits).
Confidential Information	Any IP, information or data, including all oral and visual information or data, and all information or data recorded in writing or in any other medium or by any other method, which is confidential or proprietary to the University or which the University is under an obligation, whether contractual or otherwise, not to divulge.

Consultant	Person other than a Staff Member engaged or employed by the University with responsibilities for teaching, testing or examination of any course of study, or engaging in research activities, or delivering any project or work deliverables, as the case may be.
Course Material	<p>Any of the following works developed for the teaching, testing or examination of any course of study at the University:</p> <p>(a) lecture notes, slides and recordings, study guides and notes, worksheets, examination and assessment scripts, test or examination questions and answers, syllabus, curriculum, course outlines, charts, and other visual aids; and</p> <p>(b) Creative Works,</p> <p>by Staff Members or Student Teaching Assistants (i) with Substantial Use of University's Resources; (ii) commissioned by the University or created at the direction of the University for a specific University purpose; or (iii) in connection with or pursuant to a grant or agreement between the University and an external party, subject to the terms on IP ownership in the relevant grant or agreement.</p> <p>Course Material also includes Creative Works which have been incorporated in whole or in part into any of the items in (a).</p>
Creative Works	Any one or all of the following: written text, lyrics, musical compositions, scripts, films, drama, melodies, sound recordings, drawings, paintings, sculptures, photographs, graphics, maps, and works of artistic craftsmanship.
Intellectual Property or IP	Any patentable invention, know-how, trade secrets, copyright, design, layout design of integrated circuits, Tangible Research Property, rights relating to computer software, Trade Mark and any other industrial or intellectual property rights, registrable, registered or otherwise.
Know-how	Any method, technique, process, discovery, invention, innovation, unpatentable process, specification, recipe, formula, design, plan, documentation, drawing, data and other technical information, whether identified or identifiable in a tangible form.
Licensed NTU IP	Patents, Know-how and copyright in software owned by the University and licensed to NTUitive for protection and commercialisation.
NTU	Nanyang Technological University.
NTUitive	NTUitive Pte Ltd, a part of the NTU group of entities, appointed by NTU to protect and commercialise Licensed NTU IP.
Scholarly Works	Books, book chapters, manuscripts, monographs, and academic papers where Staff Members are the Authors of such works.
Staff Member(s)	All University employees including all faculty, administrative and research staff, whether part-time or full-time, including visiting and adjunct staff members, and other researchers carrying out research at the University, unless other arrangements are specified in such person's letter of appointment with the University.

Student(s)	All matriculated undergraduate and graduate students at the University, whether part-time or full-time.
Student Teaching Assistant(s)	Any Student who has responsibilities for the teaching, testing and/or examination of any course of study at the University.
Substantial Use of University's Resources	Where IP is developed by Staff Members or Student Teaching Assistants:  (a) in the course of his / her employment with the University; or (b) where the University's funds and/or resources are used to specifically support the development of the IP.
Tangible Research Property	Research results that are in a tangible form and includes works such as materials, drawings, integrated circuit chips, computer software, computer and other databases, processes, prototypes and circuit diagrams.
Trade Mark	Any word, phrase, name, logo, design or combination thereof that represents an entity or its product or service.
University	NTU and any organisation within the NTU group of entities as well as organisations which are either directly or indirectly controlled by the University or that are within common control of the University.
University Research	Any and all research activities conducted:  (a) by a Staff Member in connection with his / her employment with the University; (b) by a Student for which the Student receives financial support in the form of wages, allowances, salary, stipend or grant from funds administered by or through the University; or (c) pursuant to a research grant or agreement between the University and an external party, subject to the terms on IP ownership set out in such research grant or agreement.
University Unit	Any University, College, School, Centre, Department or Autonomous Institute.
University Volunteer	Individual or company who may engage in activities, or provide services, in connection with the activities, operations or business of the University, without compensation or remuneration, for the benefit of the University or a University objective.
Works	Scholarly Works and Creative Works.

If the context otherwise requires or permits, references to:

- “developed” includes created, discovered, generated or improved;
- “including” refers to “including but not limited”;
- “or” shall include a reference to “and”;
- any approval, change or waiver must be in writing;
- masculine gender shall be considered as including the feminine gender; and
- singular expressions shall include plural expressions (and vice versa).

## 5. Policy

### 5.1 Intellectual Property Ownership

#### 5.1.1 Ownership by NTU

(a) Unless otherwise expressly specified in this Policy, NTU owns all rights, title and interest in IP developed by Staff Members and Students:

- (i) in connection with or pursuant to University Research;
- (ii) with Substantial Use of University's Resources; or
- (iii) in relation to Course Material.

NTU shall be the sole arbiter to determine IP ownership. NTU is entitled to approach, negotiate and enter into an IP agreement with any third party on such terms and conditions at its sole discretion and as it deems fit.

(b) NTU may assign rights or grant licenses, whether exclusive or not, in respect of its IP for such periods or make such other arrangements relating to such IP as it deems fit.

#### 5.1.2 Ownership by Staff Members and Students

(a) Subject to Paragraph 5.1.1(a) above, IP ownership by Staff Members and Students is as follows:

- (i) Staff Members own the copyright in his / her Scholarly Works;
- (ii) Staff Members and Students own the copyright in his / her Creative Works provided such Creative Works are not developed for the purposes of Course Material;
- (iii) Students own the copyright in his / her thesis; and
- (iv) All other IP developed by Staff Members or Students not otherwise owned by NTU or an external party (where applicable).

(b) Before commercialising the IP under Paragraph 5.1.2(a) above, Staff Members and Students must make full and frank disclosure to NTUitive by submitting a [Declaration of Mandatory Disclosure](#) in accordance with NTUitive's procedure.

#### 5.1.3 Ownership arising from Research Collaborations with External Parties

The University undertakes research collaborations with external parties, and its interests must not be compromised. There should also be consistency and uniformity in the University's dealings with external parties. The University's standard positions on IP ownership in such collaborations are set out in **Annex A**.

#### 5.1.4 Ownership arising from contracts with Consultants / arrangements with University Volunteers

Where the University engages Consultants or works with University Volunteers:

	<b>Scope of Licence</b>
Consultants	NTU should in the first instance own any IP created in connection with such engagement. If ownership of such IP by

	NTU is not practicable, the University will have a sufficiently broad licence to use such IP.
University Volunteers	NTU should own any IP created where the University's Trade Marks are incorporated in the IP. If ownership of such IP by NTU is not practicable, the University will have a sufficiently broad licence to use such IP.

## 5.2 Clearance of Marks Used Externally and Management of the University's IP

### 5.2.1 Names, Brand Names, Logos and Trade Marks

- (a) The University Unit must seek prior approval from the Legal and Secretarial Office ("LSO") and Corporate Communications Office ("CCO") before using any new mark, brand name or logo externally.
- (b) All Trade Mark registration requests must be submitted to LSO for approval. All Trade Mark registrations must be filed in the name of NTU. LSO will administer the University's Trade Marks in consultation with the relevant University Unit.

### 5.2.2 Licensing of IP and Open-Source Software

- (a) IP licences will be granted in accordance with the following:

	Scope of Licence
Where NTU owns the IP in Course Material and/or Works under Paragraph 5.1.1(a) above	NTU grants to Staff Members and Student Teaching Assistants, on an "as is" "where is" basis, with no representation or warranty of any kind, a worldwide, non-transferrable, non-exclusive and royalty free licence to use, publish, reproduce, adapt or distribute the Course Materials and/or Works that they have developed (either solely or jointly with other Staff Members or Student Teaching Assistants), including translations, in whole or in part and in whatever form, electronic or otherwise, for teaching, research, academic, and commercial purposes, both during and after their employment or Student Teaching Assistant stint with the University.
Where Staff Member or Student owns the IP under Paragraph 5.1.2(a) above	Staff Member and Student grants to the University an irrevocable, perpetual, worldwide, non-transferrable, non-exclusive, unconditional and royalty free licence to use, develop, publish, reproduce, adapt, or distribute such IP, including translations, in whole or in part and in whatever form, electronic or otherwise, for teaching, research, academic, and commercial purposes. The University may incorporate such IP in Works in whole or in part in any Course Material.

- (b) If any Staff Member or Student has developed software at the University and intends to distribute such software under an open source licence, and where NTU owns the copyright in such software under Paragraph 5.1.1(a) above, he / she must comply with NTU's guidelines and requirements.

### **5.3 Licensed NTU IP**

#### 5.3.1 NTUitive will:

- (a) evaluate and commercialise Licensed NTU IP;
- (b) manage the University's patents portfolio, and file patents in the name of NTU;
- (c) negotiate and sign commercialisation agreements for Licensed NTU IP; and
- (d) distribute revenue from commercialisation of Licensed NTU IP in accordance with Paragraph 5.3.4 below.

#### 5.3.2 Disclosure and Evaluation of Licensed NTU IP

- (a) When Staff Members and Students become aware of the development of any IP including Licensed NTU IP which may have commercial viability, they must promptly disclose full details of such IP by submitting a [Technology Disclosure Form](#) in accordance with NTUitive's technology disclosure process.

Staff Members and Students must take note of Section 34 of Singapore's Patents Act, under which it is a criminal offence for any person in Singapore to file a patent application outside of Singapore<sup>1</sup>.

- (b) NTUitive is entitled to seek patent protection to pursue commercialisation of the invention or make such other arrangements as it deems fit. NTUitive will not seek patent protection for inventions that are not commercially viable, even though the invention may be scientifically meritorious.
- (c) Staff Members and Students must comply with the confidentiality and conflicts of interest requirements set out in Paragraph 5.7 below, and must disclose to NTUitive the identity of any party interested in the commercial exploitation of Licensed NTU IP in sufficient detail and as soon as practicable after the relevant facts have come to their knowledge.
- (d) NTUitive may require publications by Staff Members and Students to be withheld in accordance with the University's procedures where appropriate if such publications contain information on an invention or technology that may be patentable.

#### 5.3.3 Commercialisation and Protection of Licensed NTU IP

- (a) NTUitive is entitled to grant licences, whether exclusive or not for such periods, assign rights on NTU's behalf, in respect of Licensed NTU IP, or make such other arrangements relating to such IP as it deems fit.

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<sup>1</sup> Unless (i) an application for a patent for the same invention has been filed in Singapore with the Registry of Patents at least two (2) months before the application outside Singapore; and (ii) no directions were given under Section 33 in relation to the application in Singapore or all such directions have been revoked. The punishment for the criminal offence is a fine of up to \$5,000 or imprisonment for up to two (2) years or both.

- (b) Where commercialisation of Licensed NTU IP requires the grant of licences to third parties for use of the University's Trade Marks, NTUitive must refer such third parties to LSO in respect of such licences.
- (c) Staff Members and Students must provide all information and render assistance to NTUitive in all phases of the patent application and commercial exploitation of the invention as NTUitive may from time to time require, including but not limited to, assessment of the inventions, making amendments to the specification and claims of the patent applications, and negotiations with third parties for the licensing of such IP.

#### 5.3.4 Distribution of Commercialisation Revenue

- (a) Subject to any agreement with a third party such as a joint owner or grant agency in relation to Licensed NTU IP, NTUitive will distribute the Commercialisation Revenue received in the following proportions:
  - (i) one-third (1/3) to NTU;
  - (ii) one-third (1/3) to Staff Members and/or Students; and
  - (iii) one-third (1/3) to NTUitive.

Before distributing the Commercialisation Revenue, NTUitive will deduct up to twenty percent (20%) of the Commercialisation Revenue for reimbursement of expenses incurred for protection and commercialisation of Licensed NTU IP.

- (b) If NTUitive receives shares in a company in exchange for a licence or assignment of Licensed NTU IP, such shares will be held by NTUitive and any proceeds from liquidation of the shares will be distributed to Staff Members and Students in accordance with the ratio set out in Paragraph 5.3.4(a) above.

#### 5.3.5 Assignment of Licensed NTU IP to Staff Members and Students

- (a) Staff Members and Students may request NTUitive in writing for assignment of the relevant Licensed NTU IP from NTU to themselves. NTUitive will consult with the head of the Staff Member's University Unit, and determine in its sole discretion whether such Licensed IP should be assigned.
- (b) Where NTU assigns the relevant Licensed NTU IP to Staff Members and Students, such Staff Members and Students:
  - (i) must account to NTUitive fifteen percent (15%) of any revenue received from the commercial exploitation of such Licensed NTU IP, including fifteen percent (15%) of any proceeds from the liquidation of equity or shares that such Staff Members and Students may have received in consideration for the licence or assignment of such Licensed NTU IP to a third party; and
  - (ii) unconditionally grants to the University a non-exclusive, irrevocable, royalty-free, perpetual, right to use such Licensed NTU IP for academic, education, non-commercial research and development purposes.
- (c) Where Staff Members and Students receive any benefits in the form of shares in a company, NTUitive is entitled to five percent (5%) of such shares. If Staff Members and Students establish a start-up company, NTUitive or its nominee

will also have a first right to invest up to fifteen percent (15%) of the total shares of the company at the initial formation of the company.

#### **5.4 Conditions of Use of the University's Trade Marks**

- 5.4.1 Staff Members and Students must comply with the guidelines set out in [NTU Corporate Brand Guide](#) when using the University's Trade Marks.
- 5.4.2 The University Unit must seek LSO's prior written approval before permitting any third party to use the University's Trade Marks. The University does not allow any use which suggests or implies the University's affiliation or endorsement of a point of view, or business activity or products / services of a third party unless otherwise approved by LSO.

#### **5.5 Infringements**

Where Staff Members and Students become aware of any infringement or suspected or threatened infringement of IP, they must notify the responsible parties in accordance with the Procedure.

#### **5.6 Use of Third Party IP by the University and Open Source Licence**

- 5.6.1 Staff Members and Students remain solely responsible for obtaining consent from the relevant copyright owners or collective management organisations appointed by the copyright owners before using any third party content in Course Material and Works.
- 5.6.2 If any Staff Member or Student uses or develops software based on open source software, such Staff Member or Student must comply with the terms and conditions of the open source licence.

#### **5.7 General Obligations of Staff Members and Students**

##### **5.7.1 Confidentiality**

All Staff Members and Students must at all times maintain confidential all Confidential Information, whether developed on his / her own, in collaboration with other Staff Members and Students, or acquired through discussions (whether formal or informal) with other Staff Members, Students or external parties. Specifically, Staff Members and Students must keep all information relating to inventions confidential as any public disclosure of such information may jeopardise the patentability of the inventions.

##### **5.7.2 Disclosure of Conflicts of Interest**

- (a) Any Staff Member who himself / herself (or a person over whom he / she has control) or any family member, holds any position, owns any shares (or stock options), or has any other interest (financial or otherwise), whether directly or indirectly in any third party:
  - (i) which may enter into an engagement with the University with the intention to develop IP including but not limited to research collaboration agreements, must make full and frank disclosure of the nature and extent of their interest to the best of their knowledge to the head of their University Unit. All disclosures of conflicts of interest must be submitted

- (ii) in the form set out in the University's [Conflict of Interest Procedure](#); and interested in the commercial exploitation of the University's IP, must make full and frank disclosure of the nature and extent of their interest to the head of their University Unit and NTUitive, as soon as practicable and to the best of their knowledge.

Such Staff Member must recuse himself / herself from negotiations between the University and a third party.

- (b) Failure by a Staff Member to declare his / her interest as required in Paragraph 5.7.2(a) above will render such Staff Member liable to disciplinary or other actions which the University will in its sole discretion impose.

### 5.7.3 Consultancies

Staff Members who engage in consulting work with an external party must comply with the conditions set out in the [Scheme for Faculty External Consultation and Professional Activities](#) and the Procedure.

### 5.7.4 Directorship of Companies (including University Spin-Off Companies)

Staff Members must obtain the relevant approval before accepting appointment to any non-executive directorships in companies (including companies yet to be set-up) that will commercialise their inventions in accordance with the [Scheme for Faculty External Consultation and Professional Activities](#).

## 6 **General**

### 6.1 Waiver of Policy

The University has the sole discretion to waive or vary any or all of the provisions of these rules in a particular case. A waiver on one occasion and for a particular case will not be deemed to be a waiver or variation of the same or any other provision on a future occasion or for a future case.

### 6.2 Settlement of Disputes

Any dispute with respect to the interpretation of this Policy will first be referred to the Provost for resolution. If the matter cannot be resolved by the Provost, such matter will be referred to the President of the University for his decision, which will be final and conclusive.

### 6.3 Commencement and Application of Policy

This Policy is effective from 1 September 2023 and applicable to all IP developed at the University or third party IP used by the University after the effective date.

### 6.4 Amendments to Policy

This Policy may be amended by the University from time to time and take effect on the specified effective date. The University will notify Staff Members and Students as soon as is practicable of the amendments.

## 7. Related Policies, Procedures and Guidelines

Type	Document Title
Procedure	<a href="#">Intellectual Property Procedure</a>
Policy	<a href="#">Conflict of Interest Policy</a>
Procedure	<a href="#">Conflict of Interest Procedure</a>
Policy	<a href="#">Scheme for Faculty External Consultation and Professional Activities</a>
Policy	<a href="#">Social Media Policy and Guidelines (For Faculty, Researchers and Staff)</a>
Policy	<a href="#">University Volunteer Policy</a>
Policy	<a href="#">Work Study Scheme Policy</a>
Procedure	<a href="#">Work Study Scheme Procedure</a>
Guidelines	<a href="#">Copyright Notice for Course Materials</a>
Guidelines	<a href="#">NTU Corporate Brand Guide</a>

## 8. Responsible Parties and Contacts

Policy Owner: Deputy President and Provost

- Responsible Office:
- (a) Deputy Provost for academic related IP issues;
  - (b) The relevant Vice Presidents for Research, Industry, Innovation & Entrepreneurship for related IP issues within their respective domains;
  - (c) LSO for management and licensing of the University's IP (excluding Licensed NTU IP) in consultation with the relevant University Unit; and
  - (d) NTUitive for evaluation and commercialisation of Licensed NTU IP, management of the University's patents portfolio, negotiation and execution of commercialisation agreements, and distribution of Commercialisation Revenue in accordance with Paragraph 5.3 above.

For clarification on this Policy, please contact the Chief Legal Officer, LSO.

## 9. Approval & Revision History

Version	Approved By	Approval Date	Effective Date	Sections Modified
1	University Cabinet	1 April 2014	1 April 2014	Policy administration and distribution of Commercialisation Revenue
2	President's Council	30 August 2019	10 September 2020	Changes to distribution of Commercialisation Revenue

3	President's Council	15 August 2022	1 September 2023	5.1.1 Clarification of ownership of IP rights in Course Material 5.1.2 Clarification of ownership of IP rights by Staff Members and Students 5.2.1 Clearance of Marks used Externally and Management of the University's IP 5.3 Clarification of IP managed by NTUitive 5.4 Conditions of use of University's Trade Marks 5.5 Infringements 5.6 Use of Third Party IP by the University and Open Source Licence 8 Policy administration
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## Annex A

### The University's Standard Positions in relation to Ownership of IP arising from Research Collaborations with External Parties

	<b>Sole ownership of IP rights by the University</b>	<b>Sole ownership of IP rights by external party</b>	<b>Joint ownership of IP rights by the University and external party</b>
<b>Other universities, research institutions and government agencies</b>	This applies where the IP is solely developed by the University. The other party will have free use of the project IP for academic or research purposes only. Any commercial use of the project IP by the other party may be negotiated.	This applies where the IP is solely developed by the other party. The University will have free use of the project IP for academic or research purposes only. Any commercial use of the project IP by the University may be negotiated.	This applies where both parties have jointly developed the project IP (i.e. where employees / students of both parties are involved in developing the IP). In general, the parties will have the right to jointly commercialise the jointly-owned IP.
<b>Industry Party</b>	This is the <b>default position</b> unless scope of the project and contributions by industry party fall into (i) to (v), or (a) and (b). Any licence of project IP for commercialisation will be subject to negotiation on terms to be agreed between Parties.	<p>This will be considered by the University on a case-by-case basis. The project must meet <b>all</b> the following criteria:</p> <ul style="list-style-type: none"> <li>(i) the project is focused mainly on development to the industry party's existing products or services;</li> <li>(ii) the industry party has specified the objectives and defined the way of performing the study;</li> <li>(iii) only the industry party's background IP is involved and the industry party primarily requires access to the expertise and Know-how of Staff Members and Students;</li> <li>(iv) the University benefits from the project and acquires relevant industry experience; and</li> <li>(v) the industry party bears the full project cost including all costs relating to the University's manpower, facilities and equipment.</li> </ul> <p>The University may reserve ownership of, or rights to, project IP developed in fields of application outside of the industry party's specified field and in such cases the University will be free to exploit the IP in such field of application.</p>	<p>This applies where the industry party contributes:</p> <ul style="list-style-type: none"> <li>(a) background IP to the project or has contributed to the project IP (i.e. the industry party's employees are also involved in creating the IP together with the University); and</li> <li>(b) cash funding for a significant portion of the total project costs.</li> </ul> <p>Any licence of project IP for commercialisation will be subject to negotiation on terms to be agreed between Parties.</p>