IPOS
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INTELLECTUAL PROPERTY MANAGEMENT COURSE AND TOOLKIT FOR ICT PROCUREMENT

Take a deep dive into IP management issues in ICT procurement!

Developed with support from the **Ministry of Law**, the **Ministry of Finance**, and **GovTech**, this course aims to equip participants with an **understanding of IP considerations** in the ICT procurement process, the **mitigating of infringement risks** during procurement, and **best practices** for handling and managing IP issues in ICT procurement.

Hear from our participants:

"I find the segment on key IP issues in ICT procurement most helpful as the lecturer explains in the context of government procurement which makes it easier to relate to my course of work and how it applies."

"The IPM toolkit for ICT procurement is really comprehensive."

"I would recommend all procurement, IT and legal colleagues involved in ICT procurement to attend this course."

REGISTER HERE!

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1 Paya Lebar Link,
#11-03, PLQ 1,
Paya Lebar Quarter,
Singapore 408533

2 x ½ days
Online Live Streaming Sessions
9:00am – 12:30pm
(Registration starts at 8.45am)

**Course Fees:
SGD $588.60
(incl. 9% GST)**

WHO SHOULD ATTEND

This course is particularly useful for officers involved in procurement or ICT projects, legal counsels, as well as project officers/managers and other officers across the Singapore government who handle ICT procurement matters involving intellectual property.

Participants are assumed to have knowledge about IP in procurement. Otherwise they are strongly encouraged to attend the IP Management Course and Toolkit for Procurement Officers prior to attending this course.

PRE-COURSE READING MATERIALS AND IP/IPM TOOLKIT MATERIALS FOR ICT PROCUREMENT

The pre-course reading materials will equip participants with the fundamentals of IP/IPM and ICT Procurement (a technical primer) before they attend the course.

The IPM Toolkit for ICT Procurement comprises (a) Annotations to the IP/IPM related clauses in the ICT procurement contract templates and Government bulk tenders; (b) Frequently Asked Questions (FAQs) relating to IP/IPM in ICT procurement; (c) List of Do's and Don'ts relating to IP/IPM in ICT Procurement; (d) Glossary of IP/IPM terms; (e) Relevant checklist and decision tree in relation to managing IP in ICT procurement; (f) IP/IPM Resource List.

Softcopy version of the materials and toolkit will be provided for the online live streaming session.

WHAT YOU WILL LEARN

The course aims to provide the following knowledge and skills to participants:

- Navigate the typical forms of ICT procurement (e.g. Software, Hardware, Services), as well as ICT procurement contract documents (e.g. Government bulk tenders and ICT procurement contract templates).

- Identify the types of IP relevant in common ICT procurements (e.g. IT/ICT consulting services, off-the-shelf software, turnkey systems, etc.) and what are some of the IP-related concerns to note in relation to such procurement.

- Use of a decision tree to choose the relevant template for various ICT procurements.

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- Understand the Government policies and guidelines relating to ICT procurement and the importance of public officers complying with policies and guidelines relating to ICT contracts.

- Understand the key IP Issues in ICT Procurement (with reference to relevant template clauses, where applicable):

    o Ownership vs. licence

    o Use of third party IP (e.g. pass-through licences, open source software)

    o IP warranties and indemnities

    o Mitigate infringement risks

    o Modifications to and maintenance of the system

    o Source code escrow

    o Transitioning services

    o Data and databases (i.e. on ownership and use)

- Discuss examples of common push-backs on IP issues in direct contracting that vendors may raise based on the position under the AGC templates.

- Acquire learning points relating to IP/IPM issues from case study discussions of ICT procurement scenarios.

CASE STUDIES

Sample case study scenario

Agency decides to use the cloud services of a Vendor to store its data. As part of the cloud services provided by the Vendor to the Agency, the Vendor will also process the data for the Agency.

The procurement contract is silent on who owns the data as well as results which are derived from the processing of the data by the Vendor.

The Agency regularly collaborates with Statutory Board A in numerous projects, for which Statutory Board A requires access to the Agency's data. The Agency did not see the need for Statutory Board A to be granted a separate licence for the use of the cloud services of the Vendor, as the Agency was of the opinion that the licence between Statutory Board A and Vendor could be implied, given the close working relationship between the Agency and Statutory Board A.

The Agency later receives a letter of demand from a third party, alleging that the cloud services infringe the intellectual property rights of the third party, and requiring the Agency to cease use of the cloud services.

The Agency did not obtain warranties and indemnities from the Vendor in respect of their use of the cloud services, and as a result, finds that it is unable to continue using the cloud services.

Questions

I. What are some ways in which the Agency could have mitigated the risk of intellectual property infringement?

II. If the agreement is silent on the ownership of data, what are some issues that may arise?

III. Can the Agency rely on an implied licence as the basis for Statutory Board A to use the cloud services?

CONTACT PERSONNEL

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COURSE FEES

$588.60 (incl. 9% GST)

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