

NAVIGATING IP ISSUES IN R&D COLLABORATIONS

Learn to address the intellectual property management (IPM) considerations that arise in R&D collaborations through this course!

Understand the fundamentals of IP management and how it can help to extract value from R&D, the various models of IP ownership and their implications, and risk-mitigation in R&D collaborations.

Participants will be provided with a toolkit of helpful resources to help them navigate the IPM issues and queries they may face after the course.

Hear from our participants:

"Well-organised, and practical resources were comprehensive and insightful."

"The case studies were useful to elucidate concepts introduced in the programme."

"The IPM toolkit is a useful reference for future work."

REGISTER HERE!

IPOS INTERNATIONAL

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 \$577.80
(incl. GST)



WHO SHOULD ATTEND

This course is recommended for legal counsels, researchers, principal investigators, project officers / managers, research grant administrators / managers, technology transfer officers, and other officers across public agencies, who handle matters involving IP in R&D.

Participants are assumed to have some basic knowledge of the various types of IP. Otherwise they are strongly encouraged to attend the [IP/IPM Course for Public Agencies](#) prior to attending this course. Participants may consider attending [IPM in R&D: Understanding the National IP Protocol and Master Research Collaboration Agreement \(MRCA\)](#) course if they would like to have a deeper understanding of the principles of the NIPP and common agreed terms in the MRCA.



PRE-COURSE READING MATERIALS AND IP/IPM TOOLKIT MATERIALS RELATING TO R&D

The pre-course reading materials will equip participants with the fundamentals of IP and IPM before they attend the course.

The IPM Toolkit* relating to R&D comprises (a) Annotations to the Singapore National IP Protocol and its Annexes; (b) Frequently Asked Questions (FAQs) relating to IPM for R&D collaborations; (c) List of Do's and Don'ts; (d) Glossary of IP/IPM terms; (e) Relevant checklists in relation to managing IP for R&D collaborations; (f) IP/IPM Resource List.

*The toolkit is shared with the [IPM in R&D: Understanding the National IP Protocol and Master Research Collaboration Agreement \(MRCA\)](#) course.

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:

- Understand the fundamentals of IP management and how it can help to extract value from R&D.
- Understand the Singapore National IP Protocol and the key principles for the management and translation of IP generated by publicly-funded R&D.

- Identify the various models of IP Ownership and their implications, for example:
 - Creative Contribution
 - Issues with Joint IP Ownership
 - IP Fragmentation
- Identify the strategies to ensure that the collaboration agreement reflects the desired IP ownership agreement.
- Mitigate risks and other third-party IP considerations in R&D collaborations, e.g.:
 - Avoiding infringement of third-party IP rights;
 - Handling and protecting invention disclosures effectively;
 - Managing risks when dealing with third parties.
- Acquire “hands-on” knowledge through case study discussions of R&D collaboration scenarios.
- Navigate through the documents and references that could be used in the toolkit.



SAMPLE PAGES FROM THE DOCUMENTS IN THE IPM TOOLKIT FOR R&D COLLABORATIONS

Sample Frequently Asked Questions (FAQs)

G. ISSUES CONCERNING IP OWNERSHIP IN R&D COLLABORATION AGREEMENTS

16. What kind of IP is typically created in the context of a collaborative R&D project?

The IP created from each project depends on the specific scope of the R&D project. Generally, assuming the project is confidential in nature, materials created in the context of a collaborative project may be protectable as confidential information or trade secrets.

Materials created in the course of the R&D project may also be protectable by different kinds of IP rights. For example, copyright may subsist in work drafts, documentation, software code (which may qualify as literary works), 3-D models (which may qualify as artistic works), tunes or music (which may qualify as musical works) or sound-recordings (qualifying as sound recordings) created in the course of the project.

For products and processes invented in the course of the project, these may qualify for patent protection depending on the novelty, inventiveness, and industrial applicability of the same. Aesthetic aspects of said inventions or other products created in the course of the project (depending on the novelty of the same) may also qualify for protection as registered designs.

It is recommended that legal advice be sought as to whether any specific product of a collaborative R&D project constitutes protectable IP.

17. In a collaborative R&D project, who generally owns the Foreground IP?

Generally for IP created as a result of parties' mutual collaboration, the parties responsible for the creation of the Foreground IP own the Foreground IP in equal and undivided shares regardless of their contribution to the IP. This however, is subject to the terms of any agreement or contract that expressly addresses the issue of ownership of Foreground IP.

For example, pursuant to the MRCA parties will own the Foreground IP in accordance to each Project Party's **inventive** contribution (i.e. any intellectual contribution which brings about the creation of IP). Parties may, however, agree otherwise in the applicable Project Agreement.

18. What is joint ownership of IP, and should I agree for the Foreground IP to be jointly owned between my public agency and the collaborating party/parties?

As IP is treated as a property right under Singapore law, IP can be jointly owned by one or more parties. Joint ownership of IP refers to a situation where more than one party owns the IP in equal

Sample Annotated Documents

Party's Inventive Contribution. Each Project Party's Inventive Contribution and, resulting ownership of the Foreground IP shall be agreed on by the relevant Project Parties and confirmed in writing within three (3) months of the expiration or earlier termination of the Project, or within three (3) months of the date of submission of a technology disclosure in respect of such Foreground IP, whichever occurs first. Failure to agree upon each Project Party's Inventive Contribution or ownership of the Foreground IP shall be deemed to be a **'Dispute'** within the meaning of section 19.1.

Explanatory note to 7.3:

This Section provides a default position that all Foreground IP shall be owned according to each Project Party's Inventive Contribution (if not decided to the contrary in the Project Agreement), and a procedure for Parties to confirm their respective Inventive Contributions. See also the definition of "Inventive Contributions" and the explanatory note on the same above.

7.4 Each Party and Project Party agrees, acknowledges and accepts that a Project Party may assign and transfer all of its legal and beneficial rights to and ownership in the Foreground IP to an Affiliate, without further reference to any other Party or Project Party, or any obligation to obtain any other Party or Project Party's consent.

Explanatory note to 7.4:

This Section provides that each Party / Project Party has the discretion to transfer its rights and ownership to the Foreground IP to its Affiliates, without the need to obtain the consent of the other Party / Project Party.

7.5 Subject to section 7.9, the Project Parties shall appoint one (1) of them as the lead party who shall be responsible for preparing, filing, prosecuting and maintaining all Applications arising from each Project Agreement. The lead party may appoint its technology transfer office or entity, or the like, to lead in



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COURSE FEES

\$577.80 (incl. GST)