

**MOH HEALTH SERVICES RESEARCH COMPETITIVE RESEARCH GRANT**

**POLICY DOCUMENT ON INTELLECTUAL PROPERTY RIGHTS**

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## **1 General**

- 1.1 This MOH Policy Document on Intellectual Property Rights is issued under Clause 4 of the MOH Health Services Research Competitive Research Grant Terms and Conditions.
- 1.2 The Host Institution, Investigators and all Research Personnel that have entered into an Agreement with MOH shall be bound by and comply with this Policy Document as may be in force from time to time.
- 1.3 Subject to paragraph 1.4 (below), the terms of this Policy Document are subject to amendment, revision, variation or cancellation from time to time at the absolute discretion of MOH and it is the duty of each Institution and Investigator to be updated as to its latest terms.
- 1.4 Any amendment or alteration to this Policy Document that will have a material effect on the intellectual property rights and entitlements of the MOH, the Host Institution or the Investigators shall not apply to the Agreement entered into with MOH unless expressly agreed by all the parties thereto.

## **2 Specific Definitions**

- 2.1 In this Policy Document, unless the contrary intention appears —

“Background IP” means the IP (not being Foreground IP) which is in or comes into the ownership or control of an Institution, an Investigator or any Research Personnel (“Background IP Owner”) separately and independently of the Research;

“Confidential Information” means any device, graphics, written information, or information in any other tangible form that is disclosed by the disclosing party to the receiving party and is marked at the time of disclosure as being “Confidential” or “Proprietary” or with words of similar import. Information disclosed orally or visually and identified at the time as “Confidential” shall be considered Confidential Information if it has been confirmed and designated in writing as such within thirty (30) days after its disclosure;

“Foreground IP” means such IP that is generated or first created in the course of the Research;

“Intellectual Property” or “IP” means patents, copyrights, trade marks, service marks (whether registered or not), domain names, meta tags, design rights, moral rights, rights relating to computer software, registered designs, database rights, and rights in databases and any similar property rights, other industrial or intellectual property rights, including those subsisting in any part of the world in inventions, unregistered designs, drawings, computer programmes, utility models, petty patents, trade secrets, test or development results, Confidential Information, Know-How, business names, goodwill and the style or presentation of goods or services and in applications for protection of any of the above rights subsisting anywhere in the world;

“Know-How” means any method, technique, process, discovery, invention, innovation, unpatentable process, specification, recipe, formula, material, molecule, gene, protein, regulatory element, design, plan, documentation, drawing, data or other technical information which is secret, substantial and identified or at least identifiable that is to say, described or is able to be described in a sufficiently comprehensive manner;

“Net Revenue” means the net balance remaining after deduction of the following amounts from the gross proceeds received by the Host Institution from the commercialization and exploitation of Foreground IP:

- (i) all reasonable overhead expenses and out-of-pocket costs and expenditure, including legal and patent attorneys’ and professional fees and other costs and expenses incurred in the preparation, filing, prosecution and maintenance of any patent and other application to protect the IP and in the commercialization of the IP and any applicable taxes imposed on the transfer of the Net Revenue to the Host Institution,
- (ii) revenue due to Investigators, and
- (iii) revenue paid to Collaborators under collaboration agreements with the Host Institution.

### **3 Effect on Background IP**

- 3.1 Unless expressly agreed otherwise, this Agreement shall have no effect on Background IP.

### **4 Ownership & Exploitation of Foreground IP**

- 4.1 All Foreground IP howsoever arising from the Research shall, at the first instance, be the property of the Host Institution. This is without prejudice to any agreement that the Host Institution may enter into with the Investigators or other Research Personnel on ownership and exploitation of Foreground IP.
- 4.2 The Principal Investigator and Co-Investigators shall use best efforts to identify and disclose to the Host Institution details of all such Foreground IP.
- 4.3 The Host Institution shall keep and maintain a full, comprehensive and updated list of all Foreground IP, which shall be made available to MOH for inspection at any time.
- 4.4 The Host Institution shall use reasonable best efforts to ensure that Foreground IP is properly managed and, wherever feasible, fully exploited and commercialized. When required to do so by MOH, the Host Institution shall attend such meetings as MOH may direct to discuss the potential for exploitation and commercialization of Foreground IP.
- 4.5 The Host Institution shall, as and when required at any time by the MOH, grant the MOH or any entity appointed by the MOH a perpetual, irrevocable, non-exclusive, royalty-free, worldwide licence to use the Foreground IP for the following purposes only:
  - (i) national public health purposes;
  - (ii) public non-commercial purposes;
  - (iii) for or during a national emergency or other circumstances of extreme urgency.
- 4.6 Any Net Revenue derived from the exploitation and commercialization of the Foreground IP shall, as far as is reasonably possible, be used by the Host Institution to promote, support or further medical research or research related work in their respective Institutions (this may include just and equitable sharing of Net Revenue with Investigators and other Research Personnel, so long as it is an appropriate incentive to

promote research). In any event, the Host Institution must, at least 60 days before finalizing any plans to spend or utilize such Net Revenue, submit such plans to the MOH for approval.

- 4.7 The Host Institution shall keep and maintain a full, comprehensive and updated set of statement, records and accounts documenting the gross revenue from the commercialization and exploitation of the Foreground IP, the computation of the Net Revenue, and the use to which the Net Revenue is put, which shall be made available to MOH for inspection at any time.

## **5 Survival**

- 5.1 This Policy Document shall survive the expiry or termination of the Agreement.