GUIDELINES ON INTELLECTUAL PROPERTY (IP) ARRANGEMENT

NATIONAL IP PROTOCOL AS THE OVERARCHING FRAMEWORK FOR IP ARRANGEMENT

The National IP Protocol (NIPP) sets out key principles and guidelines on how results of publicly-funded R&D can be accessed and used by industry in a more expedient and seamless manner, and thereby facilitate early and rapid commercialisation by companies.

Institutions shall ensure that their agreements with companies align with the principles of the NIPP and exercise discretion in seeking waivers. Such IP waivers should only be granted on an exceptional basis and after a stringent assessment on the potential value capture / creation, current / future cost, and forgone gains.

I) HARMONISED GRANTS TERMS & CONDITIONS, CLAUSE 16.6

Clause 16.6 seeks to balance the objectives of NIPP with the need to protect public interest, as the IPs are created using public funds and should be used to create and capture value for Singapore.

Institutions should undertake, on any grant award, to ensure that in any agreement with the Industry Partner(s), they will not agree to any position which conflicts with its compliance with Clause 16.6 of the Grants Terms & Conditions.

> 16.6 Each Institution must reserve a royalty-free, irrevocable, worldwide, perpetual and non-exclusive right for the Government and public sector agencies to use any licensed or assigned Foreground IP for the statutory functions, non-commercial and/or R&D purposes. The Institutions may request a waiver of this **Clause [16.6]** from the Grantor if such waiver would support the effective commercialisation of the Foreground IP by a third party pursuant to the National IP Protocol for Publicly Funded R&D. The Grantor may in its absolute discretion decide whether or not to grant any waiver.

II) IP ARRANGEMENTS

The IAF-ICP Funding Initiative represents a strategic investment of public R&D funds to drive innovation and strengthen industry-research collaboration. To safeguard the integrity and innovative capital of the public research ecosystem, it is critical to translate and maximise public R&D investments into meaningful value capture for the nation. In accordance with the principles of NIPP and equitable partnership, the ownership and treatment of public foreground IP must be managed in a fair and reasonable manner. The following two IP guidelines are not to be acceded and are strictly non-negotiable standards for newly awarded projects effective 1 April 2026.

A) Ceding ownership rights for solely / jointly-created FIP to industry partner if the industry partner has not paid for IP assignment for full ownership and exclusive commercialisation rights.

B) Granting industry partner exclusive commercialisation rights without expecting the industry partner to pay for these rights.

III) DEVIATIONS TO IP ARRANGEMENTS THAT REQUIRE GRANTOR'S APPROVAL

Institutions must obtain prior Grantor's approval if they intend to enter any of the following four IP arrangements (not to be acceded) with their Industry Partner(s) or Collaborators for newly awarded projects effective 1 April 2026.

C) Capping returns to Performer's licensing revenue.

D) Setting Option Period of > 12 months after the project end date* to decide on exclusive commercialisation (from the period to exercise exclusivity option to conclusion).

E) Imposing Veto Rights to preclude Performer(s) from working with other companies that are competitors without limitation of time, field of interest or geographical coverage, and without any payment for the provision of such veto rights to the Performer(s).

F) Agreeing to profit sharing instead of the usual practice of revenue sharing (i.e. royalty should be fixed as a percentage of revenue or based on a fixed fee per unit sold).

* Project end date refers to the latest approved date for the project to complete in the event of project extension, or the date of project termination.