

DUKE-NUS MEDICAL SCHOOL

POLICY RELATING TO PROTECTION AND COMMERCIALISATION OF INTELLECTUAL PROPERTY

APPROVED BY DUKE-NUS GOVERNING BOARD ON 27 JUNE 2022 AS A REVISION TO THE ORIGINAL “DUKE-NUS POLICY RELATING TO PATENT PROTECTION FOR INVENTIONS” (WHICH WAS APPROVED BY DUKE-NUS GOVERNING BOARD ON 31 MARCH OF 2015)

A. Introduction

1. Duke University and the National University of Singapore (“**NUS**”) have collaborated on all aspects of the planning, design, and operation of Duke-NUS Medical School, Singapore (“**Duke-NUS**”). The mission of Duke-NUS is “*Transforming medicine; improving lives*” and the continuing goal for Duke-NUS is to be a pre-eminent, research-based graduate medical school in Asia that attracts the most highly qualified and talented students and faculty from Singapore, the region, and beyond.
2. In order to ensure that the knowledge created through research and education in Duke-NUS will reach and benefit the wider community in Singapore and the world, Duke-NUS encourages publication and/or application of such knowledge. One of the methods to apply the knowledge is through commercialisation of intellectual property for the benefit of Duke-NUS, Duke-NUS Members and the Singapore and global communities.
3. In the process of creating, disseminating and applying knowledge, intellectual property is developed or created by Duke-NUS Members, which might be able to be legally protected in the form of patents for inventions, trade secrets, or other methods.
4. The Duke-NUS Governing Board has developed this Policy Relating to Protection and Commercialisation of Intellectual Property and any changes or amendments to this Policy must be approved by said Governing Board. The Duke-NUS Governing Board shall also have the discretion to waive any or all of the provisions of this Policy in a particular case.
5. Through the approval of this Policy, the Duke-NUS Governing Board directs the Centre for Technology and Development (CTeD) to take necessary action to protect and commercialise Intellectual Property on behalf of the Duke-NUS Governing Board.
6. The main purposes of this Policy are:
 - (a) to clarify, administer and regulate the protection, management and commercialisation of Duke-NUS Intellectual Property;
 - (b) to outline the rights and obligations of Duke-NUS and Duke-NUS Members with respect to Intellectual Property created or developed in the course of Duke-NUS Research;
 - (c) to encourage the creation, development and commercialisation of Intellectual Property by providing appropriate financial rewards to the Inventor(s) and Duke-NUS.

B. Definitions

In this Policy, unless the context otherwise requires, the following expressions, whether used in the singular or plural, shall have the following meanings:

(a) “Commercialisation” means any action or activity that directly contributes to the development of Intellectual Property into a product or service, including, but not limited to, protection (e.g. patenting), evaluation, licensing, contracting, marketing, and/or implementing any part of the Intellectual Property in order to provide the Intellectual Property to patients and/or the community.

(b) “CTeD” means the Centre for Technology and Development, Duke-NUS.

(c) “Direct Expenses” shall have the meaning referred to in Section H.3.

(d) “Duke-NUS Member” means Duke-NUS Staff and/or Duke-NUS Students, as the context so requires.

(e) “Duke-NUS Staff” means any person who is under a Duke-NUS contract of employment, including academic research and administrative staff, adjunct and part time staff. Duke-NUS Staff shall also include any person seconded to, or appointed at, Duke-NUS, regardless of whether they have a contract of employment with Duke-NUS, beginning with respect to each such person on the date that his or her secondment or appointment at Duke-NUS begins.

(f) “Duke-NUS Student” means any registered student of Duke-NUS, who is studying or working in Duke-NUS, and includes all undergraduate and postgraduate students and exchange students, whether studying full-time or part-time, regardless of whether the student receives financial support from Duke-NUS or from Third Party sources.

(g) “Duke-NUS Research” means all and any activities conducted:

(i) in the course of the Duke-NUS Member's employment, secondment, appointment, or study at Duke-NUS (where applicable); and/or

(ii) with the use of Duke-NUS Support.

(h) “Duke-NUS Support” means

(i) financial and other support either directly from, or channeled through, Duke-NUS regardless of origin; and/or

(ii) substantial use of Duke-NUS Resources; and/or

(iii) supervision of Duke-NUS Staff and/or intellectual input in the form of know how or other background information of Duke-NUS Staff,

for the creation and/or further development of Intellectual Property.

(i) “Duke-NUS Resources” means Duke-NUS’ facilities, personnel, equipment or confidential

information and Intellectual Property owned by or licensed to Duke-NUS.

(j) “ILO” means NUS’ Industry Liaison Office.

(k) “Intellectual Property” means any new and useful invention (whether patentable or not), discovery, process, machine, composition of matter, life form, article of manufacture, algorithm, software, know-how, trade secret, new or improved device, chemical compound, drug, genetically engineered material (including but not limited to plasmids, virus, bacteria, recombinant proteins, vaccines, antibodies, cell lines, multi-celled organisms), annotated or analysed data, unique and innovative uses of existing inventions, and any other intellectual property which may be the subject matter of an application for the grant of a patent right or managed as a trade secret for the purposes of Commercialisation.

(l) “Invention Disclosure Form” means the invention disclosure form substantially in the form found on the CTED SharePoint as amended from time to time.

(m) “Inventor” means a person who

(i) has conceptualised Intellectual Property, or

(ii) has made intellectual contributions to the conception of a piece of research work which constitutes exemplification or manifestation of Intellectual Property.

(n) “Net Revenue” means the Revenue less the Direct Expenses referred to in Section H.

(o) “Person” shall include individuals, bodies corporate and incorporated associations and partnerships.

(p) “Public Disclosure” means a disclosure of Intellectual Property to the general public including, but not limited to, journal publication, magazines libraries, internet, student theses, e-mail, published grant proposals, poster presentation, oral presentations at Duke-NUS, at conferences, and at companies, advertisement, sale, demonstration or use in public, that is in sufficient detail to allow your scientific peers, or someone that is “skilled in the art,” to understand and recreate the Intellectual Property. It can also mean disclosure of Intellectual Property to any other person not bound by express confidentiality obligations under a written Non-Disclosure Agreement.

(q) “Revenue” shall have the meaning referred to in Section H.2.

(r) “Policy” means this Policy as may be amended from time to time.

(s) “Shares” means “share” as defined in section 4(1) of the Companies Act (Cap. 50).

(t) “Software” means any computer software or program whether in source or object code and other technologies used to support the electronic capture, storage, retrieval, transformation and presentation of digital data and information or to interface between digital forms and other communications and information media.

(u) “Third Party Contract” means any agreement between Duke-NUS and a Third Party for the conduct of research, teaching or student exchange programmes, license agreements, contracts

of assignment or contracts of sale, etc.

(v) “Third Party” or “Third Parties” means any Person or Persons other than the Duke-NUS Member and includes funding agencies, other research institutions, licensees or potential licensees, investors, or commercial companies. For the avoidance of doubt, “Third Party” does not include Duke University, the National University of Singapore, or their faculty, staff, or students.

(w) “TTO” means a Technology Transfer Office, which is any individual, group, and/or entity, internal or external to Duke-NUS, that is assigned any responsibility to take actions regarding Commercialisation of any organisation’s Intellectual Property.

(x) “Visitor” means any person other than a Duke-NUS Member who takes part in any research project or scholarly activity which is conducted by a Duke-NUS Member, and is a visitor to Duke-NUS or who visits any part of Duke-NUS in which research or scholarship, or any related activity, is conducted at the time said Visitor creates or contributes to the creation of Intellectual Property. For the avoidance of doubt, “Visitor” does not include Duke University, the National University of Singapore, or their faculty, staff, or students.

C. Responsibilities of Duke-NUS Members

1. All Duke-NUS Members have a responsibility to:

(a) adhere to the guidelines embodied in this Policy;

(b) create, retain, and use Intellectual Property according to all applicable local and international laws and Duke-NUS policies;

(c) maintain as confidential in perpetuity (even after ceasing all relationship with Duke-NUS), all confidential information, whether made/developed on his/her own, in collaboration with Duke-NUS colleagues or students, or acquired through discussions (whether formal or informal) with Duke-NUS colleagues or students or Third Parties where the Duke-NUS Member is aware or should reasonably be aware that the information was obtained subject to an obligation of confidentiality;

(d) promptly disclose in writing any potentially patentable or commercialisable Intellectual Property in accordance with Section D. Where required by Duke-NUS, the Duke-NUS Member shall formally assign all title and interests to such Intellectual Property to Duke-NUS or its designee. Failure by Duke-NUS to formally obtain an assignment of the Duke-NUS Member’s interests in any Intellectual Property does not negate Duke-NUS’ rights to the Intellectual Property under this Policy;

(e) promptly disclose the identity of:

(i) any party or Person who has made a contribution to the creation of Intellectual Property, either through conception or reduction to practice thereof; and

(ii) any party or Person interested in the commercial exploitation of the Intellectual Property,

in sufficient detail and as soon as practicable after the relevant facts have come to their knowledge;

(f) promptly disclose any conflict of interest as required by Duke-NUS and set out in the *Guidelines for Conflict of Interest Policy for NUS Staff*;

(g) provide all reasonable assistance and co-operation to Duke-NUS to secure, protect and Commercialise the Intellectual Property, including:

(i) providing information and executing documents which may be required to obtain patent or other suitable protection for the Intellectual Property such as furnishing additional or further information and details; providing assistance in the further development of the Intellectual Property, providing assistance in responding to communications received from Patent Offices during prosecution of the patent application and assisting in recommending amendments to the patent application;

(ii) providing information and participating in such activities that may be required to market and license or otherwise Commercialise the Intellectual Property, including meeting with potential licensees and investors and in the execution and post-execution of licensing or other agreements for the transfer of the Intellectual Property to Third Parties; and

(iii) providing assistance in legal action taken in response to infringement prosecutions and defenses;

(h) present to CTED for prior written approval by the Dean or the Dean's designate any proposed grant or Third Party Contract that has provisions that are inconsistent with this Policy.

2. If a Duke-NUS Member fails to execute any documents and take all actions necessary or desirable to give full effect to the Policy herein, the Chair of the Duke-NUS Governing Board or his/her nominee may execute all such documents and do all such acts as the Duke-NUS Member's attorney in fact. The Chair or his/her nominee may exercise this power even if Duke-NUS benefits from such power.

3. If a Duke-NUS Member is also an employee of a Third Party, then it is the responsibility of the Duke-NUS Member to:

(a) promptly disclose to Duke-NUS any potential conflicts of policies between Duke-NUS and the Third Party, in respect of Intellectual Property created or developed by the Duke-NUS Member; and

(b) work with Duke-NUS to resolve any such conflict.

D. Disclosure of Intellectual Property and Publications

1. Every Duke-NUS Member who creates or contributes to the creation of Intellectual Property, whether or not on Duke-NUS time or with Duke-NUS Support, shall promptly report such activity to CTED, whether or not they or another Person are also reporting the Intellectual Property to CTED or to another TTO.

2. All reports to CTeD shall be made in writing and, as directed by CTeD, using the Invention Disclosure Form. The Invention Disclosure Form may be obtained from the CTeD SharePoint.
3. As any Public Disclosure of information can potentially jeopardize Duke-NUS's Commercialisation rights relating to Intellectual Property, the Duke-NUS Member is restricted from making any form of Public Disclosure (including by verbal delivery) until such time as CTeD has reviewed and taken applicable action to protect the Intellectual Property in question, or made a determination not to protect and/or Commercialise the Intellectual Property.
4. Duke-NUS encourages the prompt publication and presentation of research findings. Duke-NUS may however require:
 - (a) a delay in publication or presentation of up to 60 days (subject to reasonable extension where Duke-NUS deems necessary) to allow for the filing of any patent applications; and/or
 - (b) the removal of any of its or a Third Party's confidential information in accordance with the terms of a confidentiality agreement or the research agreement for a research project.
5. If Duke-NUS is of the opinion that insufficient information to assess the commercial potential of the Intellectual Property has been disclosed in an Invention Disclosure Form or written equivalent, it may in its absolute discretion extend the period during which the Duke-NUS Member is restricted from making a Public Disclosure for up to 12 months so as to obtain sufficient information to assess its commercial potential.

E. Ownership of Intellectual Property

1. General Rule:

Unless otherwise expressly specified, all rights, title and interest in Intellectual Property discovered, created, or developed in the course or furtherance of Duke-NUS Research or other work shall be considered the sole property of Duke-NUS.

2. Grant Funding and Third Party Funding Rules:

(a) If Duke-NUS Research leading to any Intellectual Property has been funded by or through Duke-NUS by way of a grant or funding from a Third Party, whether government or private, or has been conducted in some other form of association with such Third Party, the terms of such grant or Third Party Contract shall prevail, provided that such terms have been disclosed to, and reviewed and accepted by Duke-NUS prior to the receipt of such funding and performance of work associated with the grant or funding.

(b) If the terms of the Third Party Contract or grant state that Duke-NUS shall own the Intellectual Property created by the Duke-NUS Research funded by the Third Party, then Duke-NUS shall apply this Policy to the Intellectual Property.

(c) If the issue of ownership of the Intellectual Property was not established in advance as part of the terms of the grant or Third Party Contract, Section E.1 shall apply.

3. Intellectual Property discovered, created or developed in the following circumstances shall be deemed to have been discovered, created or developed using Duke-NUS Support and thus deemed to

be in the course or furtherance of Duke-NUS Research or other work:

- (a) Intellectual Property developed by the Duke-NUS Member in the course of his/her participation in a research project funded by or through Duke-NUS;
- (b) Intellectual Property developed by the Duke-NUS Member with the assistance of funds provided by or through Duke-NUS;
- (c) Intellectual Property developed with the substantial use of Duke-NUS Resources.

4. In addition, Intellectual Property discovered, created or developed in the following instances shall be deemed to have been discovered, created or developed in the course or furtherance of Duke-NUS Research or other work:

- (a) Intellectual Property discovered, created or developed by the Duke-NUS Member in fulfillment of his/her contract of employment to Duke-NUS even if discovered, created or developed without use of Duke-NUS Support; or
- (b) Intellectual Property discovered, created or developed by the Duke-NUS Member for the purpose of commercial exploitation if such Intellectual Property falls within the area of expertise of the Duke-NUS Member for which he/she was hired by Duke-NUS or is related to his/her duties as a Duke-NUS Member, even if discovered, created, or developed in his/her own time.

5. Intellectual Property discovered, created or developed by a Duke-NUS Member in his/her own time and outside the scope of Duke-NUS Research and without the use of Duke-NUS Support is not owned by Duke-NUS. The Dean of Duke-NUS shall be the sole arbiter as to whether any Intellectual Property is discovered, created or developed in the course or furtherance of Duke-NUS Research. In making any such determination, Duke-NUS will consider whether:

- (a) there has been use of Duke-NUS Support to justify ownership of the Intellectual Property;
- (b) the Intellectual Property is in an area outside the field of expertise for which the Duke-NUS Member has an appointment with Duke-NUS;
- (c) there is evidence that the activities of the Duke-NUS Member or Visitor leading to the discovery, creation, or development of the Intellectual Property were conducted outside the scope of Duke-NUS Research; and
- (d) there is evidence (*e.g.*: receipts, invoices, contracts, *etc.*) that the Intellectual Property was discovered, created or developed solely by Duke-NUS Member or Visitor with his/her own resources and without the use of Duke-NUS Support.

6. Although NUS and Duke University do not fall within the definition of Third Party or Visitor, Intellectual Property that is discovered/developed jointly by Persons subject to the relevant Intellectual Property policies of NUS, Duke, and/or Duke-NUS will be jointly owned by such parties. The details governing such ownership will be governed by separate agreements and/or policies or reviewed on a case by case basis. For purposes of this Paragraph E.6, references to “NUS” mean NUS outside of (separate and apart from and not including) Duke-NUS.

F. Exceptions to Article E vis-à-vis Students

1. Notwithstanding Section E, Duke-NUS acknowledges a Duke-NUS Student's ownership of copyright to his/her thesis and/or dissertation. However, where the Student's thesis and/or dissertation was submitted to Duke-NUS to meet course requirements, the following provisions shall also apply:

(a) If the Duke-NUS Student's thesis and/or dissertation contains any patentable or Commercialisable concept or exemplifies Intellectual Property, then Duke-NUS shall be the owner of such Intellectual Property.

(b) If the Duke-NUS Student's thesis and/or dissertation contains research data arising from Duke-NUS Research, then the Duke-NUS Student's copyright will only extend to the form of expression of the data in the thesis. Ownership of the Intellectual Property in the research data and the database itself remains with Duke-NUS, pursuant to Section E.

G. Protection and Commercialisation of Intellectual Property

1. Through the approval of this Policy, the Duke-NUS Governing Board directs CTeD to take necessary action to protect and commercialise Intellectual Property on behalf of the Duke-NUS Governing Board via:

- (i) managing, executing and operationalising this Governing Board-approved Policy; and
- (ii) undertaking the responsibilities and activities of a TTO on behalf of Duke-NUS, and if needed, outsourcing specific activities relating to protecting, licensing, transferring, assigning rights, and auditing the Commercialisation of Duke-NUS's Intellectual Property; and
- (iii) consulting with NUS in approaching, negotiating and entering into agreements to license, transfer, and assign rights in Duke-NUS Intellectual Property. For the avoidance of doubt, all decision-making authority relating to Duke-NUS Intellectual Property resides with Duke-NUS.

2. Upon receipt of a full and true disclosure in the Invention Disclosure Form or its written equivalent, Duke-NUS shall provide a copy to ILO, and Duke-NUS may, in its sole and absolute discretion, determine whether to seek patent protection and/or to take other actions in furtherance of Commercialisation for the Intellectual Property or any part thereof disclosed in the Invention Disclosure Form or equivalent. Duke-NUS will usually seek to pursue Commercialisation of the Intellectual Property however the decision to file for patent protection and the scope of the patent application, or the decision to undertake other Commercialisation activities is based solely on the commercial potential of the Intellectual Property.

3. Where the Duke-NUS Member has submitted or intends to submit an Invention Disclosure Form or its written equivalent, the Duke-NUS Member shall at all times maintain confidentiality of the information relating to the Intellectual Property until such time as he/she has been informed that the evaluation process has been completed and a decision made with regard to the protection and/or Commercialisation of the Intellectual Property, in accordance with Section D and this Section G. Any public disclosure (including verbal disclosure) is forbidden during this period of evaluation, as it may jeopardize the possibility of obtaining patent protection or of enabling Commercialisation.

4. Duke-NUS shall, within 60 days of the date of receipt of the Invention Disclosure Form or its

written equivalent, complete its internal review and notify the Duke-NUS Member whether it intends to apply for patent protection for the Intellectual Property and/or Commercialise the same.

5. CTeD may, from time to time, select and engage an external TTO, or party performing services similar to a TTO, to provide services on its behalf in relation to the assessment, protection and Commercialisation of Duke-NUS Intellectual Property.

6. Where Duke-NUS Intellectual Property is part of a larger portfolio involving one or more Third Party organisations, CTeD may cause Duke-NUS to enter into agreements that enable the TTO of one of those Third Party organisations to manage and Commercialise the portfolio that includes the Duke-NUS Intellectual Property, when CTeD deems, for example, that the Third Party organisation is better positioned to protect and commercialise the portfolio.

7. CTeD will institute mechanisms for any other TTO providing support services, including ILO, to regularly update CTeD regarding all Commercialisation activities related to Duke-NUS Intellectual Property.

8. In the event that CTeD engages the services of a TTO located outside Singapore, and work described in the Invention Disclosure Form was supported with assistance from a Singapore public funding agency, then CTeD will ensure that the relevant funding agency's approval has first been obtained.

9. For the avoidance of doubt, Duke-NUS shall not be obliged to seek any such patent protection or engage in Commercialisation activities, or to institute legal or other proceedings with regards to business or legal infringement or otherwise in respect of the Intellectual Property. If however, Duke-NUS does decide to seek patent protection or engage in Commercialisation activities for the Intellectual Property, the Duke-NUS Member(s) who provided inventive input into the conception and reduction to practice of the Intellectual Property shall be named as Inventor(s) in accordance with applicable patent laws, and/or as beneficiaries of Commercialisation revenues as outlined in Section H of this Policy.

10. Duke-NUS, via CTeD, will regularly update NUS, via ILO, regarding all Commercialisation activities related to Duke-NUS Intellectual Property with respect to which it plans to file for patent protection and/or Commercialise.

11. CTeD will regularly update the Duke-NUS Governing Board regarding Commercialisation activities related to Duke-NUS Intellectual Property with respect to which it is planning or engaging in patent protection and/or Commercialisation. For avoidance of doubt, the final decision with respect to any matter relating to the review, protection, management, or Commercialisation of Duke-NUS Intellectual Property resides with the Duke-NUS Governing Board.

H. Revenue from Commercialisation of Intellectual Property

1. Revenue received by Duke-NUS from the Commercialisation of Intellectual Property shall be shared between the Inventor(s) and Duke-NUS in the manner and on the terms set out below. For the purposes of clarity Duke-NUS Students who have assigned his/her rights in Intellectual Property to Duke-NUS and Duke-NUS Staff who have assigned his/her rights in Intellectual Property are entitled to be treated equally for the purpose of sharing in commercial benefits, including financial returns, from the commercialisation of the Intellectual Property.

2. Revenue means all consideration received by Duke-NUS pursuant to the Commercialisation of

the Intellectual Property, including:

- (i) license fees, such as upfront fees, milestone payments, running royalties, license maintenance fees, commissions and sub-licensing fees arising from the license of the Intellectual Property;
- (ii) the sale of stocks and shares or other equity instruments or their equivalent, held by Duke-NUS where such instruments are the result of a license or other agreement associated with Commercialisation of the Intellectual Property, and subject to the provisions of the *Duke-NUS Policy Relating to Startups*;
- (iii) proceeds arising from the sale of the Intellectual Property to a Third Party, whether said consideration be in the form of cash or Shares (upon liquidation of such instruments); and/or
- (iv) any other form of payment from a Third Party to Duke-NUS in consideration for the rights to Commercialise the Intellectual Property, but not including any reimbursement of expenses (including patent costs, patent maintenance fees received under any license agreement), or research funds.

For the avoidance of doubt, the term Revenue shall not include research funds even if:

- (a) such funds are to be used in connection with the Intellectual Property or the further development thereof; and
- (b) the commitment to provide such funds is obtained or negotiated together with the agreement in respect of the commercialisation of the Intellectual Property.

3. Direct Expenses shall be deducted from all Revenue received prior to distribution. Direct Expenses shall include:

- (a) First, all costs incurred for the preparation, filing, prosecution and maintenance of patent applications in respect of the Intellectual Property;
- (b) Second, a percentage of the Revenue, to be agreed on a case-by-case basis, to be paid to the relevant TTO to offset the TTO's overhead costs in relation to administration, utilities, materials, premises and manpower expenses incurred in providing services relating to the protection and Commercialisation of the relevant Intellectual Property, said percentage to appropriately reflect the TTO's contribution;
- (c) Third, all costs related and incidental to:
 - (i) the Commercialisation efforts in relation to the Intellectual Property including but not limited to legal costs, marketing expenses, and development costs incurred by CTeD; and
 - (ii) defending the Intellectual Property, including legal expenses relating to prosecuting infringements of patent(s) protecting the Intellectual Property, defending allegations of intellectual property infringement, enforcing any provisions in license or other agreement(s) in respect of the Intellectual Property, and engaging in any other contract-related proceedings; and

(d) Fourth, all costs incurred by the Inventor with the prior written approval of the Dean. Such costs shall be reimbursed directly to the Inventor.

4. Net Revenue shall be divided between Duke-NUS and the Inventor(s) as follows:-

(a) Inventor(s) - 50%

(b) Duke-NUS - 50%, which amount may be distributed as directed by the Dean.

5. The Duke-NUS Governing Board may from time to time, in its absolute discretion, amend or revise the above sharing proportions, provided that any new or amended sharing ratio shall not be applied to Revenue received prior to the amendment or revision.

6. Where consideration for the license or other agreement relating to the Commercialisation of Duke-NUS Intellectual Property is in the form of Shares or other non-cash instruments, such instruments shall be held by NUS whereupon ownership will be designated as "NUS for and on behalf of Duke-NUS". All voting rights and other rights in respect of such shares shall be exercised by CTED or designated TTO on behalf of the Duke-NUS Governing Board, in its absolute discretion.

7. Shares and non-cash instruments shall not be subject to the distribution schedule outlined in this Section H. However, upon liquidation of such instruments, the cash value thereof shall be subject to distribution as outlined herein.

8. The Inventor(s) will from time to time be notified, at his/her last known address, of any portion of Net Revenue due to him/her. An Inventor shall be responsible for collecting all monies due to him/her from Duke-NUS and keeping Duke-NUS updated of his/her most current address and contact details. All monies due to an Inventor which are not collected within 12 months of the date of the relevant notification (as evidenced by Duke-NUS' records) will be forfeited and retained by Duke-NUS, and Duke-NUS shall not be liable to account thereafter to the Inventor or any Third Party.

9. In the event that the relevant Inventors cannot reach amicable agreement about how to allocate their percentage of Net Revenue, the Dean of Duke-NUS shall determine the equitable allocation between/among the Inventors, taking into account:

(a) the degree of intellectual input from any Duke-NUS Member (including of any supervisor of a Duke-NUS Student) and Third Parties;

(b) the nature and extent of any Duke-NUS, NUS, Duke University, or Third Party Intellectual Property accessed or used by the Inventor;

(c) the nature and extent of any use an Inventor makes of Duke-NUS Support; and

(d) any other factors which Duke-NUS considers relevant in making its determination.

I. Assignment Back of Intellectual Property to the Inventor(s)

1. For the purposes of this Section I, the Intellectual Property referred to herein shall mean the particular Intellectual Property which the Inventor(s) had conceptualised, or to which conception the Inventor(s) had made intellectual contributions.

2. An Inventor(s) may, at any time, request that Duke-NUS assigns rights to the Intellectual Property to him/her. Duke-NUS through CTeD, on behalf of the Governing Board, may make a determination in its absolute discretion whether to assign the Intellectual Property to an Inventor. In determining whether to assign the Intellectual Property to an Inventor under this provision, the CTeD may take into consideration the following:

(a) Whether it has elected, on behalf of Duke-NUS and the Duke-NUS Governing Board, not to commercialise the Intellectual Property; and

(b) Whether all other Inventors of the Intellectual Property agree in writing to the assignment of the Intellectual Property to the assignee Inventor.

3. The terms and conditions of any assignment of Intellectual Property to an Inventor shall be determined by CTeD on a case by case basis.

4. The Inventor shall grant to Duke University and NUS a royalty-free, non-exclusive, perpetual, non-assignable, irrevocable right to use the assigned Intellectual Property for internal, non-commercial, research and educational purposes.

5. If an assignment of Intellectual Property to the Inventor was effected under this Section I, the assignee-Inventor specifically waives any and all rights to receive any consideration pursuant to the terms of Section H, with respect to any payment, consideration or benefit derived by Duke-NUS in connection with the assignment of the Intellectual Property.

J. Settlement of Disputes

1. If any dispute arises between Duke-NUS and a Duke-NUS Member in the interpretation or application of this Policy, the same shall be referred to the Duke-NUS Governing Board and/or its nominee which shall be empowered to make a ruling on such dispute or disagreement and their/his/her decision shall be accepted as final by the Duke-NUS Member involved.

2. The Duke-NUS Governing Board may appoint an *ad hoc* committee to investigate the dispute and submit its findings and recommendations. The committee shall consist of a combination of Duke-NUS administrators, faculty, industry experts, and/or others as the Duke-NUS Governing Board deems appropriate given the nature of the dispute, and it may take all steps necessary to investigate, including interviewing the parties involved in the dispute.

3. The Duke-NUS Governing Board may take into consideration the committee's findings and recommendations in arriving at its decision, which shall be final.

4. The Duke-NUS Governing Board shall have the discretion to waive any or all of the provisions of this Policy in a particular case.

K. Amendment of Policies

1. This Policy may be amended by the Duke-NUS Governing Board in its absolute discretion from time to time, and such amendment communicated by electronic or other methods to all Duke-NUS Members.

2. The Policy as amended shall apply to all Intellectual Property disclosed by Duke-NUS Members after the effective date of such amendment. All Intellectual Property disclosed prior to the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of Article H (as amended) shall apply to all Intellectual Property licensed or otherwise Commercialised on or after the effective date of any such amendment, regardless of when the Intellectual Property was disclosed.

L. Policies for Visitors

1. Visitors shall be bound by this Policy unless specifically exempted or varied by written agreement with Duke-NUS.
2. Visitors are therefore required to disclose any Intellectual Property that he/she creates or develops while at Duke-NUS. The Commercialisation of that Intellectual Property and sharing of any Net Revenues will be negotiated on a case-by-case basis with the Visitor and the Visitor's employer and any relevant Third Party.
3. Duke-NUS will recognise the publication rights of Visitors, subject to any overriding commercial imperative.
4. If a Visitor is also an employee of a Third Party, then it is the responsibility of the Visitor to:
 - a) promptly disclose to Duke-NUS any potential conflicts of policies between Duke-NUS and the Third Party, in respect of Intellectual Property created or developed by the Visitor; and
 - b) work with Duke-NUS to resolve any such conflict.