

## SCHEDULE 3

### Collaboration Guidelines

The Host Institution and each Partner Institution shall abide by the following guidelines when engaging in collaborations with any Collaborator pertaining to the Research.

1. The Institutions may engage in research collaborations involving any part or the whole of the Research with local or overseas Collaborators. Such collaborations, particularly with local Collaborators, are encouraged if the same enhance the Research and the results of the same.
2. The work in connection with the Research performed pursuant to the collaboration with the Collaborators should, to the extent possible, be carried out in Singapore. The Institutions are not permitted to contract out the whole or a substantial part of the Research to Collaborators.
3. Where possible, the Collaborators' staff should be resident in Singapore, or be re-located to Singapore to undertake the research, although it is recognized that this may not always be possible in the case of Collaborators based overseas. In particular, it is understood that where the Research (and consequently, the Funding) relate to a joint grant call with an overseas funding agency or organization, the Collaborators will be based overseas and the Collaborators' scope of work under the Research will be undertaken overseas.
4. The Collaborators are not permitted to receive any part of the Funding, whether in cash or in the form of Assets acquired using the Funding or otherwise. All Assets acquired using the Funding must be located in Singapore and maintained within the control of the Institutions.
5. Collaborators accessing and using Assets acquired using the Funding may only do so pursuant to the terms of the research collaboration agreement that is put in place to govern the collaboration and must do so on terms which are not more favourable than that allowed to any other Singapore based organization (other than the Institutions).
6. The Institutions shall negotiate and agree upon ownership, intellectual property protection, commercialization and revenue sharing rights in respect of the Intellectual Property arising from the Research undertaken in collaboration with the Collaborators in accordance with internationally accepted standards and in the best interests of the Institutions and Singapore. All such rights shall be negotiated, agreed upon and stipulated in a formal research collaboration agreement with each Collaborator.
7. Minimally, the Institutions shall ensure that the Intellectual Property shall be owned according to inventorship<sup>1</sup> and that all revenues and other consideration derived from the use and commercial exploitation of the Intellectual Property

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<sup>1</sup> If the Institutions' staff, students, employees or sub-contractors are named as the sole inventors/creators of the Intellectual Property, then such Institutions shall own all of such Intellectual Property and the Intellectual Property is jointly invented/created with the Collaborator's staff, students, employees or sub-contractors then such Intellectual Property may be jointly owned by the Institution concerned and the Collaborator as joint tenants.

shall be shared between the Institutions and the Collaborators in accordance with the overall contributions<sup>2</sup> of the Institutions and the Collaborators. The Institutions shall not cede complete ownership of the Intellectual Property to the Collaborator where the Collaborator or its staff have no inventive contributions without the prior written consent of A\*STAR; that is to say, in no event shall the Institutions or any one of them give up ownership where the Institutions' staff, employees, students, agents or contractors are inventors or creators of the Intellectual Property in question.

8. The Host Institutions and each Partner Institution shall use all reasonable efforts to procure the grant of the Option to the A\*STAR to commercialize all Intellectual Property (including solely owned and jointly owned Intellectual Property of the Institutions and that of the Collaborators where possible) arising from the project under the Research involving the Collaborators. If the Institutions are unable to obtain such rights for A\*STAR, they shall inform A\*STAR and the Institutions shall proceed to negotiate the best possible terms in respect of that project with the Collaborator, including the right for the Host Institution and/or any Partner Institution to have the right to lead in the protection and commercialization of all the Intellectual Property where possible or appropriate.
9. Where the Collaborator does not agree to grant A\*STAR the Option on the terms of the Contract, the Institutions will share with A\*STAR an equal share of all revenue and any other consideration derived by the Institutions from the commercial exploitation of the Intellectual Property which is allocated to the Institutions. For example, if the Institutions are allocated 50% of the total revenue and/or other consideration derived from the commercialization of the Intellectual Property, then A\*STAR will receive half of this share - i.e. 25% of the total revenue and/or other consideration.
10. The Institutions shall keep A\*STAR informed of its negotiations with the Collaborators and the terms of the agreement and details of the same in a timely fashion.
11. Specifically, the Institutions shall seek and obtain A\*STAR's written consent for the waiver of A\*STAR's first Option where the Collaborator is not prepared to grant A\*STAR the Option over all the intellectual property developed or created in the course of the collaborative project. A\*STAR will use reasonable efforts to respond to any such request within 14 working days of its receipt of the request for waiver. When seeking any such waiver, the Institutions should provide a summary of the commercialization terms and sharing proportions with the Collaborator. The Institutions may proceed with the agreement if A\*STAR does not respond within the said 14-day period provided that the terms of the said research collaboration agreement comply with the base line terms specified in paragraphs 7, 8, 9 and 13 of this Schedule 3.

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<sup>2</sup> Contributions shall include inventive contributions as well as in-kind contributions, such as access to and use of background IP, equipment, plant and machinery, facilities, materials and other assets.

12. No commercial licensing of the Intellectual Property arising from the Research or the collaboration shall be made by any Institution to the Collaborators or any other party without the prior written consent of A\*STAR, unless A\*STAR has waived its first Option.
13. The Institutions must at all times reserve the right to use the Intellectual Property for their own research and development purposes and to make the same available to the local research community at least for non-commercial research and development purposes.
14. Where A\*STAR is not accorded the Option in accordance with the terms of the Contract, it shall be the responsibility of the Host Institution to promptly report to A\*STAR details of all commercialization activities relating to the Intellectual Property and to promptly account to A\*STAR its share of the Net Revenues and/or other revenue and/or other consideration derived from the commercial exploitation of the Intellectual Property.
15. Where A\*STAR is awarded the Option, A\*STAR will retain 50% of the Net Revenue due to the Institutions in accordance with the terms of the collaboration agreement and the balance will be paid to the Host Institution for onward distribution to the Partner Institutions and the Collaborator.