

## INTELLECTUAL PROPERTY AND CONFIDENTIALITY

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### 1 INTELLECTUAL PROPERTY

The Academy's Policy on Intellectual Property as may be amended from time to time, shall bind all staff of the Academy.

In addition, you shall not use, employ or exploit nor allow others to so use, employ or exploit the intellectual property (including copyright, design rights, patents, trademarks and goodwill whether or not registered) of the Academy for purposes which are not approved by the Academy or which are incompatible with the Academy's objectives and values. You may not do so whether or not you benefit from this use, employment or exploitation and whether or not the Academy's interests or business have been damaged thereby.

### 2 CONFIDENTIALITY

All data, documentation and information on the Academy (including but not limited to information on its academic curriculum, structure, business, strategies, plans, methods, processes, concepts, clientele, associates, partners, suppliers, finances, accounts, staffing, directors, students, intellectual property or other information which may diminish, damage or destroy its competitiveness, reputation, business or the value of its assets, properties or business) shall not be disclosed, divulged, released or communicated to third parties without the written approval of the Academy. This obligation applies whether or not such data, documentation or information is confidential and whether or not the staff has been specifically prohibited to disclose, divulge, release or communicate the data, documentation or information and whether or not the staff benefits from the breach of this obligation.

### 3 PERPETUAL OBLIGATIONS

The obligations regarding intellectual property and confidentiality as stipulated above will be perpetual and will not terminate or expire with the termination of the staff's employment with the Academy.



**NANYANG ACADEMY OF FINE ARTS**  
**(“THE ACADEMY”)**

**POLICY ON INTELLECTUAL PROPERTY**

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**NANYANG ACADEMY OF FINE ARTS**  
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**POLICY ON INTELLECTUAL PROPERTY**

**EFFECTIVE: [1 May 2008]**

**1. INTRODUCTION**

Objectives

- 1.1 The objectives of this Intellectual Property Policy (“IP Policy”) is generally as follows:
- 1.1.1 to standardize practices in the protection of IP in the different Departments of the Academy;
  - 1.1.2 to promote creativity and encourage free-flow of ideas amongst the Academy’s Staff and Students and to formulate rules and regulations for the protection and commercialization of such Creative Works;
  - 1.1.3 to provide guidelines that may be applied consistently to every possible situation so as to arrive at a position that is as equitable as possible to all parties concerned.

Application

- 1.2 This IP Policy shall apply to all Staff Members and all Students of the Academy.

Definitions

- 1.3 In this IP Policy the following expressions shall have the following meanings:-
- 1.3.1 “Confidential Information” means any intellectual property (“IP”), information or data of a confidential or proprietary nature including all oral, verbal and visual information or data, and all information or data recorded in writing or any medium or by any method, and all IP, information and data which the Academy is under obligation, contractual, statutory or otherwise, not to divulge or disclose.
  - 1.3.2 “Intellectual Property” or IP means all or any of the following:-

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- patents, patentable Creative Works (defined below) and applications for the grant of patents;
  - trademarks, trade names whether or not registered and all other representations and devices whatsoever, in whatever form or medium;
  - designs, whether or not registered or protected by copyright;
  - copyright in any works, material, database, table, software, website content, plan, specification, design, drawing, painting, picture and any other work in whatever form or medium; and
  - know-how, technical information, trade secrets, developments, discoveries, data, techniques, methods, documents, models, whether or not patentable or registrable.
- 1.3.3 “Creator” means (a) for a copyrightable work, the Staff Member or Student who has made a substantial creative or authorship contribution, (b) for a design or patentable work, the Staff member or Student who is considered the legal creator of the work under design or patent law, i.e. a person who is the actual deviser of the design or Creative Work or who has made an intellectual contribution to the conception of the design or Creative Work.
- 1.3.4 “IP Policy” means this “Policy on Intellectual Property” as amended from time to time.
- 1.3.5 “Staff Member” shall mean all the Academy’s employees, including all academic and administrative staff, whether part-time or full-time and shall also include any visiting and adjunct staff member unless the Academy specifies other arrangements in such person’s letter of appointment.
- 1.3.6 “Student” shall mean all full-time and part-time students enrolled at the Academy in the diploma, degree and post-graduate degree programmes.

### Administration : The Intellectual Property Task Force (“IPTF”)

- 1.4 The IPTF is responsible for:-
- 1.4.1 promoting IP protection awareness amongst the Academy’s Staff Members and Students;
  - 1.4.2 managing the Academy’s portfolio of works and the drafting, filing and prosecution of patent, trademark and registered design applications and their maintenance;
  - 1.4.3 the evaluation and commercialization of the Academy’s IP and administering this IP Policy including handling disputes that may arise from the interpretation of this IP Policy;
  - 1.4.4 the review and endorsement of license and other commercialization agreements with third parties; and
  - 1.4.5 managing monies earmarked by the Academy for the funding of IP applications and registrations and its aforesaid duties and activities.

## 2. **TYPES OF INTELLECTUAL PROPERTY RIGHTS**

The different types of IP rights (collectively referred to as the “**Creative Works**” and where the context shall require, any one of them) include but are not limited to:

### Patentable Creative Works

- 2.1 A patentable Creative Work is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem. To qualify for a patent, a Creative Work must satisfy 3 main criteria, namely,
  - 2.1.1. Novelty. The Creative Work must be new and it must not be made available to the public (whether in Singapore or elsewhere) by written or oral description, by use or in any other way prior to obtaining a patent application filing date. The Creative Work should also not be revealed by the state of the art.
  - 2.1.2. Non-obviousness. The Creative Work has an inventive step and it is not obvious to a person skilled in the art.
  - 2.1.3. Industrial applicability. It is capable of industrial application.
- 2.2 A patent grant (as distinct from the filing of a patent application) gives the owner the exclusive right but not the obligation, to derive commercial benefit from the Creative Work described in the patent specification. It also prevents another party from obtaining commercial benefit from the same Creative Work without the permission of the patent owner, that is, it stops others from using and manufacturing (where applicable) the Creative Work. This monopoly is given to the owner of the patent on a country-by-country basis for, in most countries, a period of 20 years from the date of filing and is given in exchange for providing a detailed description of the Creative Work through the publication of the patent specification. This means that the patent protection is separately applied for and accorded to each country in which a patent application is filed and granted.

### Trademarks

- 2.3 A trademark is a distinctive sign which may be one or a combination of words, letters and numerals or may consist of drawings, symbols, three-dimensional signs such as the shape and packaging of goods, audible signs such as music or vocal sounds, fragrances, or colors used as distinguishing features. A trademark identifies certain goods or services as those produced or provided by a specific person or enterprise.
- 2.4 A registered trademark provides protection to the owner of the mark by ensuring the exclusive right to use it to identify goods or services, or to authorise another to use it in return for payment.

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- 2.5 Any request for the use or registration of trade marks on behalf of the Academy shall be referred to the IPTF.
- 2.6 Staff Members and Students shall not use the words “Nanyang Academy of Fine Arts” or “NAFA” or any logos or symbols associated with the Academy to designate the Academy as the source of any goods or services anywhere in the world except with the prior written consent of the Academy.
- 2.7 Staff Members and Students shall not apply for registration of any trade mark containing the words “Nanyang Academy of Fine Arts” or “NAFA” or any logos or symbols associated with the Academy or any similar mark or logo anywhere in the world.

### Designs

- 2.8 A design refers to the ornamental or aesthetic aspect of an article. The design may consist of three-dimensional features, such as the shape or surface of an article, or of two-dimensional features, such as patterns, lines or color. It can be applied to a wide variety of products of industry and handicraft such as clothing, garments, footwear, fabrics, furniture and jewellery.
- 2.9 In most countries, a design must be registered in order to be protected by the law of the country and design protection is limited to the country in which a design registration certificate is granted. To be registrable, a design must appeal to the eye, be “new” or “original” and be reproduced in more than 50 copies. Generally, “new” means that no identical or very similar design is known to have existed before. A registrable design must not be solely functional. Once a design is registered and a certificate awarded, the term of protection is generally 5 years, with the possibility of further period of renewal up to, in most cases, 15 years. A registrable design loses its copyright protection.

### Copyright and related rights

- 2.10 Copyright is a proprietary right given to creators for their literary works (which include novels, poems, plays, film scripts, story boards, reference works, newspapers and computer/software programmes), artistic works (which include paintings, drawings, calligraphy, fashion, furniture and interior designs, photographs and sculpture); dramatic (which include dance and theatre performances and choreographed movements expressed in writing) and musical works (which includes scores, arrangements, lyrics and musical performances). As a basic rule, the creator of a work is the first copyright owner except where an employment contract or terms of a commercial contract overrides this basic rule. The copyright owner holds the exclusive right to use or authorize others to use the work on agreed terms. Copyrights generally last from time of publication/creation to 70 years after

the death of the creator. Institutional and entrepreneurial copyrights tend to be for a lesser duration. Copyright in photographs is only for 70 years.

- 2.11 When copyright is owned by the Academy, the following copyright notice should be applied on the work where possible:-

“Copyright [year] Nanyang Academy of Fine Arts. All rights reserved.”

If the work is published, the year in the notice should be the year in which the work is first published.

“Publication” here refers to the making available to the public of the work for the first time, and is not limited to print publication by a commercial company. A work may be published simply by having it introduced at a public lecture or reading.

Where desired, the month of publication may also be added.

### **3. IP OWNERSHIP**

#### **IP Owned by the Academy**

- 3.1 The Academy shall own all IP rights under the law in every part of the world to any projects, research and experiments and Creative Works made, created, developed and/or acquired by its Staff Members and Students in any of the following circumstances:
- 3.1.1. through the course of the Staff Member’s / Student’s participation in a project partially or totally supported (ie. funded in cash or in kind through use of the Academy’s resources or facilities) by or through the Academy; and/or
  - 3.1.2. in fulfillment of or within the scope of employment in the Staff Member’s contract of employment; and/or
  - 3.1.3. the IP was developed in the course of or pursuant to the Student’s course of study at the Academy; and/or
  - 3.1.4. the Creative Work is commissioned by the Academy.

#### **IP Owned by Staff Member / Student**

- 3.2 A Staff Member / Student will be at liberty to own and exploit such Creative Work in any way he/she chooses if he/she is able to show evidence that the Creative Work is outside the 4 circumstances specified in **paragraph 3.1** or the Academy decides not to own the whole or any part of the IP rights and offers the rights to the Creators.

Licence

- 3.3 The Creator shall grant the Academy a worldwide, perpetual, non-exclusive licence to use, reproduce (in part or in whole), publish and adapt such Creative Work that he/she owns pursuant to **paragraph 3.2** for its teaching, research, marketing and promotional purposes.

First Right of Refusal

- 3.4 The Creator shall also grant the Academy the first right of refusal to commercialise any Creative Work that he/she owns pursuant to **paragraph 3.2** on behalf of or jointly with the Creator.

External Consultants and Independent Contractors

- 3.5 Persons who are not Staff Members or Students but contracted to perform certain work may also be bound by the terms of this Policy and/or own the IP of any works created by them. A written agreement should be in place to provide for the ownership by the Academy of any IP created under the contract.

Third Party Rights

- 3.6 If any project leading to a Creative Work was funded by an external body or conducted in collaboration with an external body, the terms of the contract between the Academy and such body or the Academy, such body and the Creator concerned where applicable, shall override any of the above rules to the contrary.
- 3.7 The question of the ownership of the IP rights of the Creative Works should be established in advance before the start of the project or collaboration to prevent disputes at a later stage. If the question of ownership of the IP rights of the Creative Work is not established in advance, this IP Policy shall apply as between the Academy and the Staff Member /Student.

**4. IP DISCLOSURE FORM**

- 4.1 All Creators shall notify the IPTF of any new Creative Works developed by them as soon as practicable after the relevant facts have come to their knowledge by promptly submitting an IP Disclosure Form (“**IDF**”) in **Annex 1** to the IPTF with a copy to the relevant Head of Department.
- 4.2 The purpose of the IDF is to record a Creative Work. It provides information on circumstances leading to the Creative Work, who are the Creator(s) and what was created, and to serve as the basis for an evaluation of its copyrightability, patentability and/or design and/or trademark registrability

and potential for commercial application. IDF should be prepared carefully as it can be used as documentary proof for Creative Works that may not be patented or otherwise registered but protected by other means such as copyright.

5. **EVALUATION**

- 5.1 The IPTF may consult with other Staff Members or independent experts who are competent in the field to assist in the evaluation if appropriate or necessary in the opinion of the IPTF.
- 5.2 The IPTF will acknowledge receipt of each IDF upon receiving the form from the Creator(s) and assign a file reference number to create a record of the Creative Work. The file reference number will be quoted in subsequent correspondences for easy reference. The IPTF will inform the Creator/s whether or not the IDF is complete within two weeks of first receipt. The Creator(s) shall complete the IDF as requested within any deadline granted by the IPTF before the IPTF will accept the IDF for evaluation. After studying the details made available in the completed IDF, the IPTF staff will arrange to meet up with principal Creator and/or co-Creators to discuss and understand the Creative Work further, if necessary. The first point of contact will be the principal Creator unless specified otherwise by the principal Creator.
- 5.3 The IPTF will evaluate the IP on behalf of the Academy who will have the right of first refusal to all rights title and interest to the Creative Work for a period of 3 months from receipt of a complete Creative Work disclosure.
- 5.4 Should the Academy decide to own the IP, the IPTF will work with the Creators to protect and commercialize the Intellectual Property.
- 5.5 Should the IPTF decide not to exercise the Academy's rights to own the Creative Work pursuant to **paragraph 3.1** within 3 months, all rights to the Creative Work will be offered back to the Creator(s) whereupon **paragraphs 3.3 and 3.4** shall take effect.
- 5.6 Unless the Creator owns the Creative Work or the Creative Work is offered back to the Creator pursuant to **paragraph 5.5**, in no case shall the Creator publicise, circulate, disclose or reveal the Creative Work or details pertinent to the Creative Work without the prior written consent of the IPTF. Staff Members and Students who breach this rule shall be liable to the Academy for the loss thereby suffered by the Academy.
- 5.7 The Creator(s) shall inform the IPTF if there are obligations owed to a third party under the terms of an agreement in respect of the IP, in which event, the IPTF will contact the third party and proceed with the management of the IP in accordance with the terms of the agreement with such party.

**6. COMMERCIALISATION AND PROTECTION OF IP**

- 6.1 When the Academy owns the intellectual property rights to a Creative Work and/or the right to commercialise the Creative Work, the Academy shall be entitled to approach, negotiate and enter into any binding agreement with any third party on such terms and conditions as the Academy shall in its sole and absolute discretion deem fit.
- 6.2 All Creators shall disclose to IPTF the identity of any party interested in the commercial exploitation of the Creative Work, in sufficient detail and as soon as practicable after the relevant facts have come to their knowledge.
- 6.3 The Academy shall be entitled to assign rights or grant licences, whether exclusive or not, and whether for a fee or not, in respect of the IP for such periods as it shall deem fit, or make such other arrangements relating to such IP as it may deem appropriate in order to facilitate the commercialization while protecting the rights of the Academy and the Creators.
- 6.4 The Academy may use any means whatsoever, as it shall in its sole and absolute discretion deem fit, to protect any IP owned by it, including but not limited to seeking IP protection in any countries as it deems fit and instituting proceedings concerning IP infringements.
- 6.5 The support and cooperation of the Creators are usually critical for successful IP protection and commercialization. The Creator(s) shall provide all information and render all assistance to the Academy in the process of registration or patent application and/or commercial exploitation of the IP as the Academy may from time to time require including but not limited to, execution of documents (including the Assignments in **Annexes 2 to 4**), furnishing information and details, negotiations on commercialization of the IP and transfer of know-how relating to the IP which may be required as part of such commercialisation. The Creator(s) shall assist the Academy to the fullest extent possible in its presentation and defence of its IP rights and this obligation survives the termination of the Staff Member's employment contract or the graduation of the Student.
- 6.6 Examples of Creative Works and situations where an assignment from the Staff Member or Student to the Academy would be required are:-
- 6.6.1. Dissertations and theses;
  - 6.6.2. Plays and other works of art created to be performed or exhibited at the Academy or for the Academy's use and purposes; and
  - 6.6.3. Works created for competition (if not already claimed by the organizers of the competition).

The above are non-conclusive examples and the Academy's decision whether an assignment is required shall be final and binding on all Staff and Students.

- 6.7 The Academy may transfer the Academy's IP rights to one or more of other institutions to facilitate the administration and commercialization of IP rights and of funding grants and contracts, and for other reasons deemed appropriate by the IPTF under an agreed revenue share arrangement.

## **7. DISTRIBUTION OF COMMERCIALISATION BENEFITS**

### Net Revenue Sharing

- 7.1 Unless otherwise agreed in writing, the Academy shall share with the Creator(s) of the IP any Net Revenue from the commercialization of a Creative Work, as defined in **paragraph 7.2** below, received by the Academy in the following ratio:

ACADEMY : 50%      CREATOR(S) : 50%

- 7.2 **Net Revenue** is defined as the gross consideration (including all royalties, fees and other benefits) received from the commercialization of the IP less all Expenses incurred in the commercialization of that IP. **Expenses** shall include all patent or registration fees, legal fees, government fees and charges, court fees, marketing and licence costs, administrative expenses and fixed overhead costs and any other expenses necessarily incurred in registering, patenting, prosecuting, enforcing and/or commercializing the IP.
- 7.3 If the Academy receives shares in a company in exchange for a licence or assignment of the IP to the company, the shares the Academy obtains will be held by the Academy and the proceeds from the liquidation of the shares shall be distributed to the Creator(s) according to the same ratio as set out in **paragraph 7.1**. The Creator(s) shall also be entitled to request to hold his/her portion of the shares in his/her own name, in which case, such Creator(s) shall no longer be entitled to any proceeds from the liquidation of the remaining shares by the Academy.
- 7.4 In a situation where there is dispute over the proportion of contribution vis-à-vis IP ownership or revenue share, the relevant party should raise the matter to the IPTF for a decision. If a satisfactory decision fails to be reached at the IPTF, the same shall be referred to the Academy's President for his decision which shall be final and conclusive.
- 7.5 The Academy may at times accept equity in lieu of or in addition to any royalties. Such equity shall to the extent practicable and reasonable be valued in good faith for money's worth. The Academy may (but shall not be obliged to) appoint a third party valuer for this purpose. If the equity is unable to be

valued for money's worth for any reason whatsoever, the Academy and Creator(s) concerned shall negotiate in good faith for a mutually agreed money equivalent of the equity.

Payment

- 7.6 The Academy shall pay to the Creator(s) the proportion of the payments due to them pursuant to this **paragraph 7** in such manner and at such times as the Academy shall, in its sole and absolute discretion, think fit. For the avoidance of doubt, the Academy shall not be liable to pay interest for any deferred or late payment of the proportion of the payments due to the Creator(s).
- 7.7 The Creator(s)' share shall be distributed equally amongst any joint Creators unless the Academy has been previously notified in writing signed by all Creators of any different sharing arrangement agreed upon between them.
- 7.8 It is the responsibility and obligation of each Creator to notify the Academy of the bank accounts to deposit his/her share of the payments and to keep the Academy updated of his/her current contact details. If the accounts are closed or for any reasons, payment cannot be effected and the Academy is unable to locate the Creator after reasonable attempts have been made, the Academy shall retain the payment for a period of 12 months for the Creator's collection. All payments not collected within the 12 months will be forfeited and used to fund the IPTF's activities and the Academy shall not be liable to account therefore to the Creator or any other person. The Academy shall not in any event, be liable to any Creator who cannot be located or does not collect the payment due to him/her.
- 7.9 The Academy may from time to time, in its absolute discretion, amend or revise the distribution proportions, provided that any new or amended sharing ratio shall not be applied to revenue received prior to the amendment or revision.

**8. RELEASE / LICENSE OF CREATIVE WORKS TO CREATORS FOR COMMERCIAL DEVELOPMENT**

- 8.1 If the IPTF does not inform the Creator(s) within 3 months of the acknowledgement of receipt of the completed IDF whether it wishes to pursue apply for IP protection and/or commercial exploitation or if it is determined within 3 months from the receipt of the completed IDF that a Creative Work that IP of which is owned by the Academy, is unlikely to be patentable or copyrightable and/or is not likely to be licensed commercially and the IPTF notifies the Creator of its determination, then the Creator can, if it wishes, submit a written request to the IPTF for the Creative Work to be released for the Creator(s) to commercialise the same. The Academy can

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decide to release the Creative Work to the Creator on the following and such other terms as it deems fit:

- 8.1.1. the Creator agrees to develop the Creative Work in a manner which will benefit the public;
  - 8.1.2. the Creator agrees to reimburse the Academy for any of its legal and administrative expenses if and when the Creator receives income from the Creative Work; and
  - 8.1.3. the Creator fulfills any obligations that may exist to sponsors of the project which led to the Creative Work, e.g. the sharing of royalty income with sponsor etc.
- 8.2 IPTF will, on a case-by-case basis, notify Creators of its intention to cease efforts to commercialise a Creative Work before the Creative Work falls into the public domain, thus permitting the Creators to request the release of the Creative Work.
- 8.3 Creators may also request a licence to commercially develop an IP owned by the Academy where such licensing would enhance the use, improvement and/or commercialization of the IP and does not involve a conflict of interest. The licence terms shall be negotiated between the IPTF and the Creator and documented in a written licence agreement.

## **9. CONFIDENTIALITY AND DISCLOSURE POLICY**

- 9.1 It is important for all Staff Members and Students to understand that any publication or disclosure which describes a Creative Work (patent, trademark, design or otherwise) may invalidate and/or prejudice the application for IP protection by destroying the novelty and/or confidentiality of the Creative Work. Such publication or disclosure includes mention in any journal, newspaper or other publication, class, lecture, demonstration, experiment or exhibition.
- 9.2 Hence all Staff Members and Students shall at all times maintain confidential:-
- 9.2.1. all matters pertaining to any project or Creative Work, whether made/developed on his own, in collaboration with his colleagues or fellow Students within the Academy or acquired through discussions (whether formal or informal) with his colleagues or fellow Students, and all information and data relating thereto;
  - 9.2.2. all information disclosed in or together with the IDF; and
  - 9.2.3. all Know-How and Confidential Information which is now or at any time hereafter in the possession of or relating to Academy.
- 9.3 The above confidentiality obligation shall not apply in any of the following circumstances:-

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- 9.3.1. where disclosure is required by law or any government agencies;
  - 9.3.2. where the information is in the public domain or becomes generally available to the public without the breach of the Creator(s); or
  - 9.3.3. where disclosure is made with the prior consent of the Academy.
- 9.4 The Academy may impose such terms and conditions as it deems fit in giving consent to the disclosure of the information referred to in **paragraphs 9.1 and 9.2**, including but not limiting to requiring the recipient of such information (which expression shall not include any Staff Member or Student who has a subsisting valid and effective confidentiality agreement with the Academy) to enter into a legally binding Confidentiality Agreement with the Academy.
- 9.5 The obligations of confidentiality shall remain in effect throughout the duration of the Creator's employment or enrolment with the Academy and shall continue in force even after the termination or expiration of the employment or enrolment for so long as the information remains confidential.

### Consultancies

- 9.6 Consulting is a private arrangement between an external party and a Creator who has to abide by any rules or policy set by the Academy and this IP Policy, both as amended from time to time, and any requirements that may be imposed by the Academy in granting its permission to the Staff Member to engage in consultation.
- 9.7 The Creator shall ascertain that such consulting work does not commit to the disclosure or transfer to the external party of any IP belonging to the Academy. The individual Staff Member shall also ensure that a separate agreement is entered into with the Academy if he will be utilising any Academy facilities, equipment or resources for such consulting work.
- 9.8 In any consulting service, the Creator shall not breach the confidentiality obligations to which he/she is subject by virtue of being an employee of the Academy. The Creator shall not be entitled to disclose to the external party to which he/she provides consulting services, any Confidential Information which relate to the IP or any project which is being carried out at the Academy.

### Conflict of Interest

- 9.9 All Creators who have any interest, whether directly or indirectly, in any party interested in the commercial exploitation of IP, shall make full and frank disclosure of the nature and extent of their interest to the Academy, as soon as practicable and to the best of their knowledge. Without prejudice to

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the generality of the foregoing, a Creator shall be deemed to have an interest if he/she (or a person over whom he/she has control or is related to or associated with) is a director of or a shareholder with a material shareholding in the organisation or company interested in the commercial exploitation of the IP.

- 9.10 In addition, all Creators shall make full and frank disclosure and seek the approval of the Academy in the event of any situation where a conflict of interest may arise.
- 9.11 Conflicts of interest may arise in various situations. To minimise or prevent such conflict of interest situations, Creators must make full and frank disclosure to, and seek approval of, the Academy in the following situations:
- 9.11.1. undertaking sponsored or collaborative assignments with a company that has licensed IP from the Academy, where the research is related or in the same area as the IP licensed;
  - 9.11.2. deployment of any students by the Staff Member to do product and/or process research and development for a company in which the Staff Member has an interest. In cases where a Staff Member supervises final-year projects and higher degree students, this includes working on thesis topics in which the Staff Member has a commercial interest in the research area;
  - 9.11.3. transmitting to a company information that is not generally available to the public;
  - 9.11.4. undertaking or changing the orientation of the Staff Member's project (whether supported by Academy funds or external grants) to serve the research, product development or other needs of a company;
  - 9.11.5. use of the Creator's position in the Academy to participate in other institutions' activities;
  - 9.11.6. purchasing of equipment, instruments, materials or other items for Academy teaching and/or research from a company in which the Staff Member has an interest;
  - 9.11.7. engaging in consultation with a company in which the staff member or any person related to him (including without limitation, his parent, spouse, brother, sister, son, daughter, or any person who is holding legal title for the benefit of the staff member) has an interest, whether legal, beneficial or otherwise.
- 9.12 Failure to declare his/her interest in the commercial exploitation of the IP and/or to seek approval from the Academy as required above shall subject the Staff Member liable to disciplinary or other actions which the Academy shall, in its sole and absolute discretion, impose.

Dual Appointments

- 9.13 Staff Members may hold appointments in another organization.
- 9.14 If such dual (or multiple) appointments result in any conflict or potential conflict between the Staff Member's obligations to the Academy and his/her obligations to the other organization(s), such Staff Member should promptly bring this to the attention of the IPTF. The IPTF will assist the Staff Member to seek resolution of such conflict or potential conflict with the organization concerned. In such event, the Academy's President may in writing and at his absolute discretion, modify or waive the application of this IP Policy to the affected Staff Member.

Directorship of Companies

- 9.15 Subject to any other policies or conditions binding on employees, Staff Members may be given approval to accept appointment to non-executive directorships in companies, including companies to be formed, that will commercialise their Creative Works on such terms and the Academy may deem fit.

**10. GENERAL**

Waiver of IP Policy

- 10.1 The Academy shall have the discretion to waive any or all of the provisions of this IP Policy in a particular case. A waiver on one occasion and for a particular case shall not be deemed to be a waiver of the same or any other provision on a future occasion or for a future case.
- 10.2 Notwithstanding the terms of this IP Policy on ownership of IP, a Creator may apply to IPTF for a waiver of any rights of the Academy to IP which has been developed by the Creator. Where the IP has been developed by more than one Creator, such application must be made by all Creators. Alternatively, the applicant must provide the written consent of all other Creators who have chosen not to apply for such waiver.
- 10.3 The waiver must be in writing signed by the Academy's President.

Limitation of Liability

- 10.4 Neither the Academy nor its officers, directors, employees, agents, attorneys or the members of the IPTF, shall be liable to any individual who is obligated to assign the IP to the Academy pursuant to this IP Policy as a result of any decision not to pursue any form of IP protection, to abandon efforts to pursue any application for IP protection, to fail to identify potential

## CONFIDENTIAL (RESTRICTED CIRCULATION)

licences or in agreeing to transfer IP on terms that the Academy, in its sole discretion, deems fit.

### Settlement of Disputes

10.5 If any dispute arises in relation to this Policy, the same shall be referred to the Academy's President for his decision which shall be final and conclusive.

### Commencement of IP Policy

10.6 This IP Policy is effective from the date entered on its cover. The terms set out in this IP Policy are subject to the terms of any agreement with third parties that the Academy enters into.

### Amendments to the IP Policy

10.7 This IP Policy shall be reviewed and may be amended by the IPTF from time to time. The updated IP Policy shall be uploaded on the Academy's intranet for all Staff Members' and Students' reference and compliance at all times. In any case, the amendments shall be in full force and effect on the date the amendments have been announced by the Academy to take effect, notwithstanding that the Staff Members / Students have not been actually notified.

### Execution of Documents

10.8 Where any Staff Member or Student is below the age of majority, his/her legal guardian shall execute the assignment and such other documents as may be reasonably required by the Academy on his/her behalf.

10.9 Any contracts to be executed should be signed by the Academy's President or the duly authorized personnel appointed by the Academy's President. Any subsequent agreed changes to such contracts between the parties will have to be executed by the Academy's President or the duly authorized personnel. Departmental Heads can sign on these documents provided they have been authorized to do so by the Academy's President.

**ANNEX 1**

**IP Disclosure Form (“IDF”)**

*[NAFA’s letterhead]*

**IP DISCLOSURE FORM**

**NOTE:** Please contact the Intellectual Property Task Force (“IPTF”) before making any public disclosure of any Creative Work. Failure to do so may result in the loss of rights to intellectual property protection.

*For any questions please contact IPTF’s (name) at ( email address) or tel. ( )*

**1. Title of Creative Work:**

**2. Creator(s). (Principal Creator to be named first -** Should there be more than one creator, this form is to be submitted through the Principal Creator and all correspondence will be directed to the Principal Creator. )

<b>Name</b>	<b>Designation</b>	<b>Department</b>	<b>Email</b>	<b>Contact No.</b>

**3. Description:** Please attach a short description of your Creative Work. The write-up should contain the following information:

- (i) Background of the Creative Work – a description and analysis of existing technologies and relevant prior art;
- (ii) Novelty of the Invention (unique features not provided by existing technologies, etc.);
- (iii) Advantages and improvements over existing methods, devices or materials;
- (iv) Technical description of the Invention;
- (v) Commercial applications of the Invention. What problems does it solve? What advantages does it offer?

Where applicable, also attach photographs, CDs, VCDs etc. suitable media featuring the Creative Work. If prior art and patent searches have been carried out, please provide us with your search results, together with information on the databases searched and the key words/classifications used.

- 4. Prior Intellectual Property Rights:** Did you incorporate any prior intellectual property owned by you prior to joining NAFA in the Creative Work? If so, please provide the details of the prior intellectual property and attach the relevant documents evidencing your ownership of the intellectual property.



- 5. Intellectual Property Rights owned by other persons:** Did you incorporate any intellectual property rights owned by other persons in the Creative Work? If so, please provide the details of the prior intellectual property and attach the relevant agreements (eg. Materials Transfer Agreement) and evidence that you have the right or licence to use such intellectual property.



**6. Collaboration with External Parties (if any)**

<b>Name of External Party</b>	<b>Name of external party's contact person, email address and contact no.</b>	<b>Date of Agreement with External Party (Please attach a copy)</b>	<b>Agreement IP Sharing between parties</b>	<b>Agreement on royalty sharing etc. other significant terms</b>

**7. Grants and Sponsors.** Please consider carefully all sources of funds used that led to this Creative Work and provide the details below. Please attach a copy of any agreement with the sponsor(s).

<b>Grantor/Sponsor</b>	<b>Duration</b>	<b>Amount</b>	<b>Conditions attached to the Grant/Sponsorship</b>

**8. Interested Parties / Potential licensees/commercialisation partners (if any)**

<b>Company</b>	<b>Contact person, designation, email address, contact nos.</b>	<b>Stage of Discussion</b>

**9. Public Disclosure:**

a) Has the Creative Work been disclosed? If yes, state:

Date: \_\_\_\_\_

Nature of Disclosure: (exhibitions, conference presentation, publication of paper, submission of thesis or dissertation, discussion with third parties (please identify name and contact nos. and what was discussed)

\_\_\_\_\_  
\_\_\_\_\_

b) Is any disclosure planned? If yes, state:

Date: \_\_\_\_\_

Nature of Disclosure: \_\_\_\_\_

**10. Any other Remarks**

I/We confirm that the Creative Work is / is not\* commissioned or funded (monetarily or in kind) by NAFA / created as part of my employment with NAFA\*. I/We declare that the above facts are accurate and true. and that I/We have not withheld any material fact. I/We have read and understood the IP Policy and I/we confirm that I/we are in compliance with the guidelines therein.

**I/We declare that I am/we are the sole Creator /all the co-Creators\* of the Creative Work.**

Signed by all Creators:-

\_\_\_\_\_  
Name:  
Date:

\_\_\_\_\_  
Name:  
Date:

\_\_\_\_\_  
Name:  
Date:

\* to delete as appropriate

- Please attach any additional relevant documentation that might be available, e.g. a draft manuscript to be submitted for publication.
- *Please use additional pages for any item if required.*
- *Please send the form to:* Intellectual Property Task Force at [address] and a copy to your relevant Head of Department.

---

**FOR OFFICAL USE BY IPTF ONLY**

Date received:

\_\_\_\_\_  
Recipient's signature / Name:

**ANNEX 2**

**Patent Assignment**

**PATENT ASSIGNMENT**

THIS DEED OF ASSIGNMENT (“Assignment”) is made the ..... day of .....

BETWEEN:

- (1) **(Name of assignor)** (Passport / NRIC No. .... ) whose address is at *(address)* (‘the Assignor’) and
- (2) **Nanyang Academy of Fine Arts Ltd** whose address is at 80 Bencoolen Street Singapore 189655 (‘the Assignee’).

THIS ASSIGNMENT WITNESSES as follows:

**1. Definitions and interpretation**

- 1.1 “Co-Assignors” shall mean any persons identified as such in the attached Schedule.
- 1.2 “Creative Work” shall mean any and all invention, technology, materials and know-how relating to the areas described in the attached Schedule and which have been developed by the Assignor alone or jointly with any Co-Assignor, and all his rights in such inventions, technology, materials and know-how.
- 1.3 “Patents” shall mean the patent(s) and patent application(s) identified in the attached Schedule.
- 1.4 “Intellectual Property” shall mean the Patents and the Creative Work.
- 1.5 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and the words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.

**2. Assignment**

- 2.1 In consideration of the sum of S\$\_\_\_\_\_ paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns and transfers to the Assignee absolutely all his right, title and interest in the Intellectual Property.

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- 2.2 The assignments effected by this clause 2 shall include, without limitation, the assignment and transfer of:
- 2.2.1 all patents and other intellectual property that may be granted pursuant to any applications listed in the attached Schedule;
  - 2.2.2 all rights of action, powers and benefits arising from ownership of the Intellectual Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment; and
  - 2.2.3 all rights of ownership of any materials that form part of the Intellectual Property.

**3. Assignor's obligations**

- 3.1 The Assignor shall execute such documents and give such assistance as the Assignee may require:
- 3.1.1 to secure the vesting in the Assignee of all rights in the Intellectual Property;
  - 3.1.2 to uphold the Assignee's rights in the Intellectual Property; and
  - 3.1.3 to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.
- 3.2 The Assignor undertakes to do any and all acts and execute any and all documents in such manner and at such locations as may be required by the Academy in its sole discretion in order to protect perfect or enforce any of the rights granted or confirmed to the Academy pursuant to this Assignment. As security for the performance by the Assignor of the Assignor's obligation under this Assignment if the Assignor shall have failed following 14 days notice from the Academy to execute any document or perform any act required pursuant to this Assignment the Academy shall have the right to do so in the place and stead of the Assignor as lawfully appointed attorney of the Assignor and the Assignor undertakes and warrants that the Assignor shall confirm and ratify and be bound by any and all of the actions of the Academy pursuant to this Clause and such inventory and appointment shall take effect as an irrevocable appointment pursuant to the relevant laws.

**4. Warranties, representations and undertakings**

The Assignor warrants, represents and undertakes that:

- 4.1 immediately prior to the assignment provided for in clause 2 above, he was the sole owner of all right, title and interest in the Intellectual Property, except for such rights as the Co-Assignors may have in the Intellectual Property;

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- 4.2 he has not been and is not currently a party to any agreement or understanding, whether oral or written, nor engage in any activity, which would in any manner be inconsistent with the assignment of rights provided for in this Assignment;
- 4.3 there is no present or prospective claim proceeding or litigation in respect of the Intellectual Property or any rights in the Intellectual Property or title to the Intellectual Property;
- 4.4 the Creative Work is original to the Assignor and does not and shall not infringe any intellectual property right or any other right whatever of any other person;
- 4.5 the Assignor has irrevocably and unconditionally waived all rights in respect of the Intellectual Property to which the Assignor is now or may in future be entitled and any other rights to which the Assignor may be entitled under any legislation now existing or in future enacted in any part of the world;
- 4.6 the Academy shall have the right to use the name and likeness and biography of the Assignor in connection with the exploitation by the Academy of the rights assigned to the Academy pursuant to this Assignment;
- 4.7 the Assignor shall supply to the Academy forthwith on demand the full chain of title information and copies of executed originals of all documents which are in the opinion of the Academy necessary to vest the right in the Intellectual Property in the Academy in such form as shall be satisfactory to the Academy;
- 4.8 all statements purporting to be facts in the Intellectual Property are true and correct and no description, advice, recipe, formula, details, particulars or instruction in the Intellectual Property will if followed or implemented by any person cause loss damage or injury to them or any other person;
- 4.9 the Assignor shall not disclose reveal or make public any information whatever concerning the Intellectual Property or the business of the Academy or this Assignment all of which shall be strictly confidential nor shall the Assignor make any public statement or press statement in connection with the foregoing or commit any act which prejudice or damage the reputation of the Academy or the successful exploitation of the Intellectual Property;
- 4.10 the Assignor undertakes to indemnify the Academy and keep the Academy at all times fully indemnified from and against all actions proceeding claims demands cost (including without prejudice to the generality of this provision the Academy's legal costs on a solicitor and own client basis) awards damages however arising directly or indirectly as a result of any breach or

non-performance by the Assignor of any of the Assignor's obligations undertakings or warranties in this Assignment.

**5. Miscellaneous**

- 5.1 Nothing contained in this Assignment shall constitute an undertaking on the part of the Academy to publish or exploit the Intellectual Property and if the Academy elects not to publish or exploit the Intellectual Property in no event shall the Assignor be entitled to make any claim in respect of loss of opportunity to enhance the Assignor's reputation or loss of publicity or for any other reasons whatever.
- 5.2 This Assignment and all representations obligations undertakings and warranties contained in it shall enure for the benefit of the successors and assignees of the parties.
- 5.3 The Assignment contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Assignment and may not be varied except by an instrument in writing signed by all the parties to this Assignment. The Assignor acknowledges that no representations or promises not expressly contained in this Assignment have been made to the Assignor by the Academy or any of its agents employees members or representatives.
- 5.4 Headings contained in this Assignment are for reference purposes only and shall not be incorporated into this Assignment and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.
- 5.5 All agreements on the part of either the parties which compromise more than one person or entity shall be joint and several.
- 5.6 This Assignment shall be governed and construed in accordance with the laws of Singapore. A person who is not a party to this Assignment shall not have any rights under the Contracts (Rights of Third Parties) Act Cap. 53B to enforce the terms herein.
- 5.7 The obligations on the Assignor in this Assignment shall continue in force without limit of time.

IN WITNESS of which the parties have executed this Assignment as a deed the day month and year first above written

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SIGNED, SEALED AND DELIVERED )  
By (name of Assignor) )

SIGNED, SEALED AND DELIVERED )  
For and behalf of )  
**Nanyang Academy of Fine Arts Ltd** )

**SCHEDULE**

**Co-Assignors**

<b>Name</b>	<b>Passport / NRIC No.</b>	<b>Designatio n</b>	<b>Address</b>	<b>Email</b>	<b>Contact No.</b>

**Creative Work**

**Patents / Patent Applications**

<b><u>Patent Name/Brief Description</u></b>	<b><u>Patent Application No.</u></b>	<b><u>Country</u></b>	<b><u>Date _____ of Application</u></b>	<b><u>Expiry Date</u></b>

**ANNEX 3**

**Design Assignment**

**DESIGN ASSIGNMENT**

THIS DEED OF ASSIGNMENT (“Assignment”) is made the ..... day of .....

BETWEEN:

- (3) **(Name of assignor)** (Passport / NRIC No. \_\_\_\_\_) whose address is at (*address*)  
(‘the Assignor’) and
- (4) **Nanyang Academy of Fine Arts Ltd** whose address is at 80 Bencoolen Street  
Singapore 189655 (‘the Assignee’).

THIS ASSIGNMENT WITNESSES as follows:

**6. Definitions and interpretation**

- 1.6 ‘Co-Assignors’ shall mean any persons identified as such in the attached Schedule.
- 1.7 ‘Creative Work’ shall mean the design(s) of which an example(s) and/or particulars is/are set out in the attached Schedule and which have been developed by the Assignor alone or jointly with any Co-Assignor, and all his full design rights and copyright in such design(s), documents, technology, materials and know-how.
- 1.8 “Designs” shall mean the registered designs and registered design application(s) identified in the attached Schedule.
- 1.9 “Intellectual Property” shall mean the Designs and the Creative Work.
- 1.10 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and the words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.

**7. Assignment**

- 2.1 In consideration of the sum of S\$\_\_\_\_\_ paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns and transfers to the Assignee absolutely all his right, title and interest in the Intellectual Property.
- 2.2 The assignments effected by this clause 2 shall include, without limitation, the assignment and transfer of:
  - 2.2.4 all designs and other intellectual property that may be granted pursuant to any applications listed in the attached Schedule;

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- 2.2.5 all rights of action, powers and benefits arising from ownership of the Intellectual Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment; and
- 2.2.6 all rights of ownership of any materials that form part of the Intellectual Property.

### 8. Assignor's obligations

- 2.3 The Assignor shall execute such documents and give such assistance as the Assignee may require:
  - 3.1.1 to secure the vesting in the Assignee of all rights in the Intellectual Property;
  - 3.1.2 to uphold the Assignee's rights in the Intellectual Property; and
  - 3.1.3 to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.
- 3.2 The Assignor undertakes to do any and all acts and execute any and all documents in such manner and at such locations as may be required by the Academy in its sole discretion in order to protect perfect or enforce any of the rights granted or confirmed to the Academy pursuant to this Assignment. As security for the performance by the Assignor of the Assignor's obligation under this Assignment if the Assignor shall have failed following 14 days notice from the Academy to execute any document or perform any act required pursuant to this Assignment the Academy shall have the right to do so in the place and stead of the Assignor as lawfully appointed attorney of the Assignor and the Assignor undertakes and warrants that the Assignor shall confirm and ratify and be bound by any and all of the actions of the Academy pursuant to this Clause and such inventory and appointment shall take effect as an irrevocable appointment pursuant to the relevant laws.

### 9. Assignor's warranties and indemnity

The Assignor warrants, represents and undertakes that:

- 4.1 immediately prior to the assignment provided for in clause 2 above, he was the sole owner of all right, title and interest in the Intellectual Property, except for such rights as the Co-Assignors may have in the Intellectual Property;
- 4.2 he has not been and is not currently a party to any agreement or understanding, whether oral or written, nor engage in any activity, which would in any manner be inconsistent with the assignment of rights provided for in this Assignment;
- 4.3 there is no present or prospective claim proceeding or litigation in respect of the Intellectual Property or any rights in the Intellectual Property or title to the Intellectual Property;
- 4.4 the Creative Work is original to the Assignor and does not and shall not infringe any intellectual property right or any other right whatever of any other person;

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- 4.5 the Assignor has irrevocably and unconditionally waived all rights in respect of the Intellectual Property to which the Assignor is now or may in future be entitled and any other rights to which the Assignor may be entitled under any legislation now existing or in future enacted in any part of the world;
- 4.6 the Academy shall have the right to use the name and likeness and biography of the Assignor in connection with the exploitation by the Academy of the rights assigned to the Academy pursuant to this Assignment;
- 4.7 the Assignor shall supply to the Academy forthwith on demand the full chain of title information and copies of executed originals of all documents which are in the opinion of the Academy necessary to vest the right in the Intellectual Property in the Academy in such form as shall be satisfactory to the Academy;
- 4.8 all statements purporting to be facts in the Intellectual Property are true and correct and no description, advice, recipe, formula, details, particulars or instruction in the Intellectual Property will if followed or implemented by any person cause loss damage or injury to them or any other person;
- 4.9 the Assignor shall not disclose reveal or make public any information whatever concerning the Intellectual Property or the business of the Academy or this Assignment all of which shall be strictly confidential nor shall the Assignor make any public statement or press statement in connection with the foregoing or commit any act which prejudice or damage the reputation of the Academy or the successful exploitation of the Intellectual Property;
- 4.10 the Assignor undertakes to indemnify the Academy and keep the Academy at all times fully indemnified from and against all actions proceeding claims demands cost (including without prejudice to the generality of this provision the Academy's legal costs on a solicitor and own client basis) awards damages however arising directly or indirectly as a result of any breach or non-performance by the Assignor of any of the Assignor's obligations undertakings or warranties in this Assignment.

### 10. **Miscellaneous**

- 5.1 Nothing contained in this Assignment shall constitute an undertaking on the part of the Academy to publish or exploit the Intellectual Property and if the Academy elects not to publish or exploit the Intellectual Property in no event shall the Assignor be entitled to make any claim in respect of loss of opportunity to enhance the Assignor's reputation or loss of publicity or for any other reasons whatever.
- 5.2 This Assignment and all representations obligations undertakings and warranties contained in it shall enure for the benefit of the successors and assignees of the parties.
- 5.3 The Assignment contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Assignment and may not be varied except by an instrument in writing signed by all the parties to this Assignment. The Assignor acknowledges that no representations or promises not expressly contained

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in this Assignment have been made to the Assignor by the Academy or any of its agents employees members or representatives.

- 5.4 Headings contained in this Assignment are for reference purposes only and shall not be incorporated into this Assignment and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.
- 5.5 All agreements on the part of either the parties which compromise more than one person or entity shall be joint and several.
- 5.6 This Assignment shall be governed and construed in accordance with the laws of Singapore. A person who is not a party to this Assignment shall not have any rights under the Contracts (Rights of Third Parties) Act Cap. 53B to enforce the terms herein.
- 5.7 The obligations on the Assignor in this Assignment shall continue in force without limit of time.

IN WITNESS of which the parties have executed this Assignment as a deed the day month and year first above written

SIGNED, SEALED AND DELIVERED     )  
By (name of Assignor)                     )

SIGNED, SEALED AND DELIVERED     )  
For and behalf of                             )  
**Nanyang Academy of Fine Arts Ltd**     )

**SCHEDULE**

**Co-Assignors**

<b>Name</b>	<b>Passport / NRIC No.</b>	<b>Designation</b>	<b>Address</b>	<b>Email</b>	<b>Contact No.</b>

**Creative Work**

**Designs / Design Applications**

<b><u>Registered Design Name/Brief Description</u></b>	<b><u>Registered Design Application No.</u></b>	<b><u>Country</u></b>	<b><u>Date of Application</u></b>	<b><u>Expiry Date</u></b>

**ANNEX 4**

**Copyright Assignment**

**COPYRIGHT ASSIGNMENT**

THIS DEED OF ASSIGNMENT (“Assignment”) is made the ..... day of .....

BETWEEN:

- (5) **(Name of assignor)** (Passport / NRIC No. ) whose address is at (*address*) ('the Assignor') and
- (6) **Nanyang Academy of Fine Arts Ltd** whose address is at 80 Bencoolen Street Singapore 189655 ('the Assignee').

THIS ASSIGNMENT WITNESSES as follows:

**2 Definitions and interpretation**

- 2.1 “Co-Assignors” shall mean any persons identified as such in the attached Schedule.
- 2.2 “Creative Work” shall mean the literary or dramatic or musical or artistic work written by the Assignor [tentatively] entitled “.....”, of which an example(s) and/or particulars is/are set out in the attached Schedule.
- 2.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and the words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.

**3 Assignment**

- 3.1 In consideration of the sum of S\$\_\_\_\_\_ paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges), the Assignor assigns to the Academy the entire copyright whether vested contingent or future in the Creative Work and all rights of action and all other rights of whatever nature in and to the Creative Work.
- 3.2 The assignments effected by this clause 2 shall include, without limitation, the assignment and transfer of:
  - 2.2.7 all rights of action, powers and benefits arising from ownership of the Intellectual Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment; and
  - 2.2.8 all rights of ownership of any materials that form part of the Intellectual Property.

**4 Assignor's obligations**

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- 2.4 The Assignor shall execute such documents and give such assistance as the Assignee may require:
- 4.1.1 to secure the vesting in the Assignee of all rights in and to the Creative Work;
  - 4.1.2 to uphold the Assignee's rights in and to the Creative Work; and
  - 4.1.3 to defeat any challenge to the validity of, and resolve any questions concerning, the Creative Work and the copyright and all other intellectual property rights in and to the Creative Work.
- 2.5 The Assignor undertakes to do any and all acts and execute any and all documents in such manner and at such locations as may be required by the Academy in its sole discretion in order to protect perfect or enforce any of the rights granted or confirmed to the Academy pursuant to this Assignment. As security for the performance by the Assignor of the Assignor's obligation under this Assignment if the Assignor shall have failed following 14 days notice from the Academy to execute any document or perform any act required pursuant to this Assignment the Academy shall have the right to do so in the place and stead of the Assignor as lawfully appointed attorney of the Assignor and the Assignor undertakes and warrants that the Assignor shall confirm and ratify and be bound by any and all of the actions of the Academy pursuant to this Clause and such inventory and appointment shall take effect as an irrevocable appointment pursuant to the relevant laws.

### **5 Warranties, representations and undertakings**

The Assignor warrants, represents and undertakes that:

- 5.1 immediately prior to the assignment provided for in clause 2 above, he was the sole owner of all right, title and interest in the Creative Work and the entire copyright vested in the Creative Work and all other rights of whatever nature in and to the Creative Work, except for such rights as the Co-Assignors may have in the Creative Work and the copyright and all other rights in and to the Creative Work;
- 5.2 he has not been and is not currently a party to any agreement or understanding, whether oral or written, nor engage in any activity, which would in any manner be inconsistent with the assignment of rights provided for in this Assignment;
- 5.3 there is no present or prospective claim proceeding or litigation in respect of the Creative Work or any rights in the Creative Work or title to the Creative Work.
- 5.4 the Creative Work is original to the Assignor and does not and shall not infringe any right of copyright right or any other intellectual property right whatever of any other person;
- 5.5 the Assignor has irrevocably and unconditionally waived all rights in respect of the Creative Work to which the Assignor is now or may in future be entitled and any other rights to which the Assignor may be entitled under any legislation now existing or in future enacted in any part of the world;

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- 5.6 the Academy shall have the right to use the name and likeness and biography of the Assignor in connection with the exploitation by the Academy of the rights assigned to the Academy pursuant to this Assignment;
- 5.7 the Assignor shall supply to the Academy forthwith on demand the full chain of title information and copies of executed originals of all documents which are in the opinion of the Academy necessary to vest the right in the Creative Work in the Academy in such form as shall be satisfactory to the Academy;
- 5.8 all statements purporting to be facts in the Creative Work are true and correct and no description, advice, recipe, formula, details, particulars or instruction in the Creative Work will, if followed or implemented by any person, cause loss damage or injury to them or any other person;
- 5.9 the Assignor shall not disclose reveal or make public any information whatever concerning the Creative Work or the business of the Academy or this Assignment all of which shall be strictly confidential nor shall the Assignor make any public statement or press statement in connection with the foregoing or commit any act which prejudice or damage the reputation of the Academy or the successful exploitation of the Creative Work;
- 5.10 the Assignor undertakes to indemnify the Academy and keep the Academy at all times fully indemnified from and against all actions proceeding claims demands cost (including without prejudice to the generality of this provision the Academy's legal costs on a solicitor and own client basis) awards damages however arising directly or indirectly as a result of any breach or non-performance by the Assignor of any of the Assignor's obligations undertakings or warranties in this Assignment.

## **6 Miscellaneous**

- 6.1 Nothing contained in this Assignment shall constitute an undertaking on the part of the Academy to publish or exploit the Creative Work and if the Academy elects not to publish or exploit the Creative Work in no event shall the Assignor be entitled to make any claim in respect of loss of opportunity to enhance the Assignor's reputation or loss of publicity or for any other reasons whatever.
- 6.2 This Assignment and all representations, obligations, undertakings, and warranties contained in it shall enure for the benefit of the successors and assignees of the parties.
- 6.3 The Assignment contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Assignment and may not be varied except by an instrument in writing signed by all the parties to this Assignment. The Assignor acknowledges that no representations or promises not expressly contained in this Assignment have been made to the Assignor by the Academy or any of its agents, employees, members or representatives.
- 6.4 Headings contained in this Assignment are for reference purposes only and shall not be incorporated into this Assignment and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

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- 6.5 All agreements on the part of either the parties, which compromise more than one person or entity, shall be joint and several.
- 6.6 This Assignment shall be governed and construed in accordance with the laws of Singapore. A person who is not a party to this Assignment shall not have any rights under the Contracts (Rights of Third Parties) Act Cap. 53B to enforce the terms herein.
- 6.7 The obligations on the Assignor in this Assignment shall continue in force without limit of time.

IN WITNESS of which the parties have executed this Assignment as a deed the day month and year first above written

SIGNED, SEALED AND DELIVERED )  
By (name of Assignor) )

SIGNED, SEALED AND DELIVERED )  
For and behalf of )  
**Nanyang Academy of Fine Arts Ltd** )

**SCHEDULE**

**Co-Assignors**

<b>Name</b>	<b>Passport / NRIC No.</b>	<b>Designation</b>	<b>Address</b>	<b>Email</b>	<b>Contact No.</b>

**Creative Work**