

DUKE-NUS GRADUATE MEDICAL SCHOOL SINGAPORE

Policy Relating To Patent Protection for Inventions

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 Graduate 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 greater good.
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.
4. The Duke-NUS Governing Board has developed this Policy Relating to Patent Protection for Inventions and any changes or amendments to this Policy must be approved by such Governing Board.
5. Through the approval of this Policy, the Duke-NUS Governing Board directs the Centre for Technology and Development (CTeD) to review Invention Disclosure Forms and make recommendations regarding patenting and commercialisation.
6. Consistent with Duke-NUS’ mission, Duke-NUS wishes to ensure that the dissemination and application of patent-protected Inventions through commercialisation is properly administered for the benefit of Duke-NUS, Duke-NUS Members and the Singapore and global communities.
7. The main purposes of the Policy set out in this document are:
 - (a) to clarify and regulate the protection, management and commercialisation of Duke-NUS Inventions;
 - (b) to delineate the rights and obligations of Duke-NUS and Duke-NUS Members with respect to an Invention created or developed in the course of Duke-NUS Research;
 - (c) to motivate the creation, development and commercialisation of Inventions by providing appropriate financial rewards to the Inventor(s) and Duke-NUS.

B. Definitions

1. In this Policy, unless the context otherwise requires, the following expressions, whether used in the singular or plural, shall have the following meanings:
 - (a) “CTeD” means the Centre for Technology and Development, Duke-NUS.

- (b) “Direct Expenses” shall have the meaning referred to in Article H3.
- (c) “Duke-NUS Member” means Duke-NUS Staff and/or Duke-NUS Students, as the context so requires.
- (d) “Duke-NUS Staff” means any person who is under a Duke-NUS contract of employment, and is working in Duke-NUS, including academic research and administrative staff, adjunct and part time staff. Duke-NUS Staff shall also include any Duke faculty members seconded to Duke-NUS, beginning, with respect to each such Duke faculty member, on the date that his or her post at Duke-NUS extends beyond six (6) months.
- (e) “Duke-NUS Research” means all and any activities conducted:
- (i) in the course of the Duke-NUS Member's employment or study at Duke-NUS (where applicable); and/or
 - (ii) with the use of Duke-NUS Support.
- (f) “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 the Duke-NUS Resources (the use of the Duke-NUS’ office space, personal computers and libraries shall not be considered as “substantial use”); 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 Inventions.
- (g) “Duke-NUS Resources” means Duke-NUS’ facilities, personnel, equipment or confidential information and intellectual property owned by or licensed to Duke-NUS.
- (h) “ILO” means NUS’ Industry Liaison Office.
- (i) “Invention” means any new and useful invention (whether patentable or not), discovery, process, machine, composition of matter, life form, article of manufacture, Software, know-how, trade secret, new or improved device, chemical compound, drug, genetically engineered material (including but not limited to plasmids, virus, bacteria and cell lines), , 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.
- (j) “Invention Disclosure Form” means the Invention Disclosure Form substantially in the form found on the Duke-NUS website as amended from time to time.
- (k) “Inventor” means a person who
- (i) has conceptualized an Invention, or
 - (ii) has made intellectual contributions to the conception of a piece of research work which constitutes exemplification of an Invention.

- (l) “Net Revenue” means the Revenue less the Direct Expenses referred to in Article H3.
- (m) “Public Disclosure” means a disclosure 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 Invention. It can also mean disclosure of the Invention to any other person not bound by express confidentiality obligations under a written Non-Disclosure Agreement.
- (n) “Revenue” shall have the meaning referred to in Article H.
- (o) “Policy” means this Policy as the same may be amended from time to time.
- (p) “Shares” means “share” as defined in section 4(1) of the Companies Act (Cap. 50).
- (q) “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.
- (r) “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.
- (s) “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.
- (t) “Third Party” means any person other than the Duke-NUS Member and includes funding agencies, another research institution or a commercial company. For the avoidance of doubt, “Third Party” does not include Duke University, the National University of Singapore, or their faculty, staff, or students.
- (u) “Trigger Date” means the date, to be determined by Duke-NUS, from which the Duke-NUS Member may freely deal with his/her Shares.
- (v) “TTO” means a Technology Transfer Office, which is the individual, group, and/or entity, internal or external to Duke-NUS, that will be assigned responsibility by the Duke-NUS Governing Board to review Duke-NUS Invention Disclosure Forms and to make recommendations regarding patenting and commercialisation of Inventions.
- (w) “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 as 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 they create or contribute to the creation of an Invention. For the avoidance of doubt, “Visitor” does not include Duke University, the National University of Singapore, or their faculty, staff, or students.

2. References to person shall include bodies corporate and incorporated associations and partnerships.

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 Inventions according to the applicable local and international laws and Duke-NUS policies;
- (c) maintain confidential 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 Invention created pursuant to funded research or other contractual arrangements with Third Parties and in accordance with Article D1(a). Where required by Duke-NUS, the Duke-NUS Member shall formally assign all title and interests to such Invention to Duke-NUS or its designee, to enable Duke-NUS to satisfy the terms of any applicable Third Party Contracts or patent application or other regulatory requirements. Failure by Duke-NUS to formally obtain an assignment of the Duke-NUS Member's interests in any Invention does not negate Duke-NUS' rights to the Invention under this Policy;
- (e) promptly disclose the identity of
 - (i) any party who has made a contribution to the creation of an Invention, either through conception or reduction to practice thereof; and
 - (ii) any party interested in the commercial exploitation of the Invention,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 *HR 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 Invention, including:
 - (i) providing information and executing documents which may be required to obtain patent or other suitable protection for the Invention; and
 - (ii) providing assistance in legal actions taken in response to infringement prosecutions and defenses; and
- (h) present to the Dean 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 Student or Visitor is also an employee of a Third Party, then it is the responsibility of the Student or Visitor to:

(a) promptly disclose to Duke-NUS any potential conflicts of policies between Duke-NUS and the Third Party, in respect of Inventions created or developed by the Student or Visitor at Duke-NUS; and

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

D. Disclosure of Intellectual Property

1. A Duke-NUS Member who invents a device, product, or method, whether or not on Duke-NUS time or with Duke-NUS facilities, shall cooperate in a timely manner with Duke-NUS in defining the rights to the same by promptly reporting it to CTeD.

2. All reports to CTeD shall be made on the Invention Disclosure Form which must be accompanied with all relevant details of the Invention. Signed copies of the Invention Disclosure Form should be concurrently submitted to the Duke-NUS Member's project supervisor and/or Head of Department. The Invention Disclosure Form may be obtained from the CTeD website at <https://www.duke-nus.edu.sg/cted/node/2>

3. As any public disclosure of information can potentially jeopardize the patenting rights of Duke-NUS, the Duke-NUS Member is prohibited from making any form of public disclosure (including verbal disclosures) until such time as Duke-NUS has:

(a) filed an application for protection of the Invention in question; or

(b) made the determination not to file an application for protection.

E. Inventions

1. General Rule:

Unless otherwise expressly specified in this Policy, all rights, title and interest in Inventions 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 research leading to any Invention has been funded by or through Duke-NUS by way of a grant or by 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.

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

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

3. An Invention 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) An Invention developed by the Duke-NUS Member in the course of his/her participation in a research project funded by or through Duke-NUS;

(b) An Invention developed by the Duke-NUS Member with the assistance of funds provided by or through Duke-NUS;

(c) An Invention developed with the substantial use of Duke-NUS Resources.

4. In addition, Inventions 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) An Invention discovered, created or developed by the Duke-NUS Member in fulfillment of his/her contract of employment as a staff member even if discovered, created or developed without use of Duke-NUS Support; or

(b) An Invention discovered, created or developed by the Duke-NUS Member for the purpose of commercial exploitation if such Invention 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.

5. Inventions discovered, created or developed by a Duke-NUS Member in his/her own time and outside the scope of Duke-NUS Research or other work is not owned by Duke-NUS. The Dean of Duke-NUS shall be the sole arbiter as to whether any Invention 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 Invention;

(b) the Invention is in an area outside the Duke-NUS Member's broad field of expertise;

(c) the Duke-NUS Member is able to show evidence that the activities leading to the Invention were conducted outside the scope of Duke-NUS Research; and

(d) the Duke-NUS Member is able to show evidence (*e.g.*: receipts, invoices, contracts, *etc.*) that the Invention was discovered, created or developed solely with his/her own resources and without the use of Duke-NUS Support.

6. Although NUS and Duke do not fall within the definition of Third Party or Visitor, Inventions that are discovered jointly by 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

Notwithstanding Article E, Duke –NUS acknowledges a Student’s ownership of copyright to his/her thesis and/or dissertation as set forth in the Duke-NUS Intellectual Property Policy Relating to Copyright. However, where the Student’s thesis and/or dissertation was submitted to Duke-NUS to meet course requirements, the following provisions shall apply:

(a) If the Student’s thesis and/or dissertation contains any patentable concept, or exemplifies an Invention that Duke-NUS deems useful, then Duke-NUS shall be the owner of such concept or Invention.

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

G. Protection and Commercialisation of Inventions

1. CTeD has been assigned by the Duke-NUS Governing Board the responsibility to review Duke-NUS invention disclosures and to make recommendations to the Governing Board regarding patenting and commercialization, meaning:

- (i) managing, executing and operationalizing this Governing Board-approved Patent Policy; and/or
- (ii) making recommendations to the Governing Board regarding which TTO should be utilized with respect to each Invention and, where applicable, undertaking the responsibilities and activities of a TTO in the Duke-NUS Office of Research; and/or
- (iii) in consultation with NUS, approaching, negotiating and entering into agreements to license, transfer, and assign rights in Duke-NUS Inventions. For the avoidance of doubt, all decision-making authority relating to Duke-NUS Inventions resides with Duke-NUS.

2. Upon receipt of a full and true disclosure in the Invention Disclosure Form, Duke-NUS shall provide a copy to ILO, and Duke-NUS may, in its sole and absolute discretion, determine whether to seek patent protection for the Invention or any part thereof disclosed in the Invention Disclosure Form. Duke-NUS will usually seek patent protection in order to pursue commercialization of the Invention. The decision to file for patent protection and the scope of the patent application is based solely on the commercial potential of the Invention and not on its scientific merits.

3. Duke-NUS shall, within 60 days of the date of receipt of the Invention Disclosure Form, complete its internal review and notify the Duke-NUS Member whether it intends to apply for patent protection for the Invention and/or commercialise the same.

4. For the avoidance of doubt, Duke-NUS shall not be obliged to seek any such patent protection or institute legal or other proceedings with regards to intellectual property infringement or otherwise in respect of the Invention. If, however, Duke-NUS does decide to seek patent protection for the Invention, then the Duke-NUS Member(s) who provided inventive input into the conception and reduction to practice of the Invention shall be named as inventor(s) in accordance with applicable patent laws.

5. The Duke-NUS Governing Board will decide which TTO, or party performing services similar to a TTO, will be engaged to provide services in relation to the assessment, protection and commercialisation of an Invention. The final decision with respect to any such matter resides with the Governing Board.

6. In the event that Duke-NUS desires to engage the services of a TTO located outside Singapore, and work described in the Invention Disclosure Form was supported with assistance from a public funding agency, then the Governing Board will ensure that the relevant funding agency's approval has first been obtained.

7. If the Invention is conceived as a result of a collaboration with and/or funding from a Third Party, then the Invention will be managed in accordance with the terms of the Third Party Contract.

8. The Duke-NUS Member shall provide all information and render such assistance to Duke-NUS (and/or its nominees) in respect of the patent applications and/or commercialisation of the Invention as Duke-NUS may from time to time require, including but not limited to executing documents (including assignments); furnishing additional or further information and details; providing assistance in the further development of the Invention; providing assistance in responding to Office Actions received from Patent Offices during prosecution of the patent application; and assisting in recommending amendments to the patent application. If Duke-NUS is of the opinion that insufficient information to assess the commercial potential of the Invention has been disclosed in an Invention Disclosure, it may in its absolute discretion, hold the Invention Disclosure for a period of up to 12 months so as to obtain sufficient information to assess its commercial potential.

9. Where the Duke-NUS Member has submitted or intends to submit an Invention Disclosure, the Duke-NUS Member shall at all times maintain confidentiality of the information relating to the Invention, in accordance with Article D, 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 of the Invention. Any public disclosure (including verbal disclosure) is strongly discouraged during this period of evaluation, as it may jeopardize the possibility of obtaining patent protection.

10. CTED, on behalf of Duke-NUS, will regularly update ILO regarding all commercialization activities related to Inventions with respect to which it plans to file for patent protection and/or commercialize.

11. ILO, on behalf of NUS, will regularly update CTED regarding all commercialization activities related to Duke-NUS Inventions for which it is providing support services.

H. Revenue from Commercialisation of Inventions

1. Revenue received by Duke-NUS from the commercialization of an Invention shall be shared between the Inventor(s) and Duke-NUS in the manner and on the terms set out below.

2. Revenue means all consideration received by Duke-NUS pursuant to the commercialisation of the Invention, including:

(i) license fees, including upfront fees, running royalties, license maintenance fees, commissions and sub-licensing fees arising from the license of the Invention; and/or

(ii) proceeds arising from the sale of the Invention,

to a Third Party, whether said consideration be in the form of cash or Shares, but does not include 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 Invention 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 commercialization of the Invention.

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 Invention; and

(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 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 Invention, said percentage to appropriately reflect the TTO's contribution;

(c) Third, all costs related and incidental to:

(i) the commercialization efforts in relation to the Invention including but not limited to legal costs and marketing expenses; and

(ii) defending the Invention, including legal expenses relating to prosecuting infringements of patent(s) protecting the Invention, defending allegations of intellectual property infringement, enforcing any provisions in license agreement(s) in respect of the Invention, 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 the Net Revenue is in the form of Shares, Inventor(s) will not be entitled to sell, transfer, trade in, dispose of, charge, mortgage or otherwise encumber his/her part of the Shares until after the stipulated Trigger Date. Duke-NUS shall have the discretion to distribute such Net Revenue in the form of Shares or the cash value thereof standing as at the date the Shares are issued to "NUS for and on behalf of Duke-NUS".

7. An Inventor's Shares (if the cash value thereof is not distributed in accordance with Article H3 above) will be held by NUS whereupon Share ownership will be designated as "NUS for and on behalf of Duke-NUS" until the Trigger Date. All voting rights in respect of such Shares shall be exercised by the Duke-NUS Governing Board in its absolute discretion.

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. For the purposes of clarity, where a Student has assigned his/her rights in an Invention to Duke-NUS, he/she is entitled to be treated in the same way as Duke-NUS Staff for the purpose of sharing in commercial benefits, including financial returns, from the commercialization of the Invention.

10. 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 supervisor (including of a Student), other Duke-NUS Staff and Third Parties;

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

(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 an Invention to the Inventor(s)

1. For the purposes of this Article I, the Invention referred to herein shall mean the particular Invention 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 Invention to him/her. Duke-NUS through its Governing Board may make a determination in its absolute discretion whether to assign the Invention to an Inventor. In determining whether to assign the Invention to an Inventor under this provision, the Governing Board may take into consideration the following:

(a) Whether it has elected, in its absolute discretion, not to commercialise the Invention; and

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

3. The terms and conditions of any assignment of an Invention to an Inventor will be dealt with 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 Invention for internal, non-commercial, research and/or educational purposes.

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

J. Publications

1. Duke-NUS encourages the prompt publication and presentation of research findings.

2. However, Duke-NUS may require:

(a) a delay in publication or presentation of up to sixty (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 project.

K. Administrative Procedures

1. CTED shall advise the Duke-NUS Governing Board as to whether Duke-NUS should take up the commercial exploitation of any Invention developed by a Duke-NUS Member.

2. In the event of dispute or disagreement arising between Duke-NUS and the Duke-NUS Member in relation to the commercial exploitation of any Invention developed by a Duke-NUS Member or in relation to the receipt of Revenue, fees or commissions from such commercial exploitation, the Duke-NUS Governing Board and/or its nominee 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.

3. 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.

L. Settlement of Disputes

If any dispute arises in the interpretation or application of this Policy, the same shall be referred to the Governing Board for its decision. The 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 and/or industry experts as the 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. The Governing Board may take into consideration the committee's findings and recommendations in arriving at its decision, which shall be final.

M. Amendment of Policies

This Policy may be amended by the Duke-NUS Governing Board in its absolute discretion from time to time and the Policy as amended shall apply to all Inventions disclosed by Duke-NUS Members after the effective date of such amendment. All Inventions 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 Inventions licensed or otherwise commercialised on or after the effective date of any such amendment, regardless of when the Invention was disclosed.

N. Policies for Visitors

Visitors shall be bound by this Policy unless specifically exempted or varied by written agreement with Duke-NUS. Visitors are therefore required to disclose any Invention that he/she creates or develops while at Duke-NUS. The commercialisation of that Invention and sharing of any net commercial benefits will be negotiated on a case-by-case basis with the Visitor and the Visitor's employer and any relevant Third Party. Duke-NUS will recognize the publication rights of Visitors, subject to any overriding commercial imperative.

O. Waiver of Policies

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