**IMPORTANT NOTE:**

**Before signing this Agreement, you should read the contents carefully (including Annex A which is reproduced from the Student Handbook posted on TP website tp.edu.sg) and ensure that you have understood these contents. If you have any doubt or question on this Agreement, you should seek clarification with TP Research & Technology Development Department (RTD) by writing to** [**inventions@tp.edu.sg**](mailto:inventions@tp.edu.sg) **directly or through your Project supervisor(s) and/or Course Chair. If you are still unsure whether to sign this Agreement after the clarification, you should consider consulting your own counsel or lawyer to advise you on this matter. Please inform TP staff handling this Agreement if you need more time to consider this Agreement.**

ASSIGNMENT AGREEMENT

This Assignment Agreement (“**Agreement**”) is made by Nathaniel Cheong Samad T0522210E ("**you**") in favour of Temasek Polytechnic of 21 Tampines Avenue 1, Singapore 529757 ("**TP**”).

It is agreed:

1. In relation to your activities, work and participation in your educational course with TP, under the project entitled “AI-Enhanced RFQ and Inventory Mining System” (“**Project**”):
2. you irrevocably assign, free from any encumbrance, to TP all your Intellectual Property Rights including, but not limited to, rights in any works, designs and/or inventions, and in any forms of expression embodying such works, made by you, whether made solely by you or together with others, that have arisen from or in connection with the Project. Such Intellectual Property Rights assigned to TP shall include, without limitation, rights (i) worldwide; (ii) present and future; (iii) in any adaptation; (iv) to apply for and own patents, design registrations, copyrights, trade mark registrations or similar forms of protection worldwide; (v) to exploit the same in commerce or for public good; and (vi) to recover and take proceedings for infringement; and
3. all Intellectual Property Rights including, but not limited to, rights in any works, designs, and/or inventions, and in any forms of expression embodying such works, that arise from or in connection with the Project shall be vested in TP. Such intellectual property rights vested in TP shall include, without limitation, rights (i) worldwide; (ii) present and future; (iii) in any adaptation; (iv) to apply for and own patents, design registrations, copyrights, trade mark registrations or similar forms of protection worldwide; (v) to exploit the same in commerce or for public good; and (vi) to recover and take proceedings for infringement; and
4. you grant to TP a non-exclusive, worldwide, perpetual, royalty-free, sub-licensable licence to use all Background Intellectual Property used in the Project, including any Background Intellectual Property disclosed during the Project that is incidental to the working of the Project, whether owned by or licensed to you, for the purpose of TP using or exercising the Intellectual Property Rights assigned to or vested in TP under sub-clauses 1(a) and 1(b).
5. The benefits from TP to you (as may be applicable) in consideration for the above assignment/vesting of Intellectual Property Rights in TP, which consideration you acknowledge to be sufficient, include the following:
   1. TP’s provision of education and coaching for you to participate in TP’s collaboration with industry; or
   2. TP’s provision of the resources and/or the opportunity (including Resources and/or Opportunities as defined in Paragraph 1 and 2 of the Student Handbook which is appended to this Agreement as Annex A); or
   3. without any obligation, TP’s consideration of the use and industrial application of the intellectual property concerned in commerce or for public good, and if so, TP’s efforts to secure its protection, development and exploitation; or
   4. TP’s identifying you and acknowledging your effort, whenever reasonably practical, as a creator/author/inventor of the Intellectual Property Rights in commercial use and/or public disclosure of the same.
6. You undertake and agree:
   1. that you will not grant nor agree to grant any intellectual property rights to any other party that conflicts with this Agreement;
   2. to give to TP any known information relating to any intellectual property rights assigned or licensed to TP under this Agreement;
   3. to sign such further documents and do all things necessary, as may be requested by TP and prepared by TP at its own costs, in order to perfect or give effect to the assignment under this Agreement; and
   4. that the intellectual property rights assigned or licensed to TP under this Agreement are neither defamatory nor libelous, and, to the best of your knowledge, that they do not infringe the rights of any third party.
7. You further undertake and agree:
   1. that you will retain in confidence all Confidential Information (as defined below) disclosed or made available to you (or otherwise comes within your knowledge) in the course of and/or in connection with the Project;
   2. that you will not use the Confidential Information for any purpose other than for and/or in connection with the Project; and
   3. that you will not disclose or divulge (or allow to be disclosed or divulged) to any person or the public any such Confidential Information unless you have obtained prior approval from TP to do so.
8. In this Agreement:
   1. “Intellectual Property Rights”' means patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country;
   2. “Background Intellectual Property” means any Intellectual Property Rights created prior to or independently of the Project; and
   3. "Confidential Information" means all information which TP has disclosed or communicated (or will disclose or communicate) to you in confidence relating to the Project, including without limitation data, know-how, formulae, processes, designs, photographs, drawings, specifications, software programs and samples and any other material bearing or incorporating any information relating to the Project.
9. This Agreement is binding on the parties’ successors-in-title and assigns, as the case may be. Any delay or failure by TP to exercise any right shall not constitute a waiver. If any provision of this Agreement is held to be unenforceable, that provision shall be deemed to have been severed and the rest of this Agreement shall remain valid and enforceable. This Agreement is made under the laws of Singapore.

**Signatory** (Student) **Witness**

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| --- | --- | --- | --- | --- |
| A black symbol on a white surface  AI-generated content may be incorrect. | |  | A black and white drawing of a shell  AI-generated content may be incorrect. | |
| Name: | Nathaniel Cheong Samad |  | Name: | Cudal Eduard Navarro |
| Date: | 23 May 2025 |  | Date: | 23 May 2025 |

Received for and on behalf of **Temasek Polytechnic**

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| --- | --- | --- |
|  | |  |
| Name: |  |
| Designation: |  |
| Date: |  |

**ANNEX A**

1. The Polytechnic provides various resources to Polytechnic Student to enhance his/her learning experience in the course of studies in TP. These resources include, but are not limited to, materials, equipment, facilities, expertise and access to proprietary IP subject matters which maybe privileged in nature (collectively referred to as “Resources” hereinafter).
2. The Polytechnic also works with industry partners and other external parties to avail attachment/internship opportunities so as to expose the Polytechnic Student to “real world” environment and avail opportunities for Polytechnic Student to participate in activities/projects from which commercially valuable IP may arise (collectively referred to as “Opportunities” hereinafter).
3. In consideration of the Resources and/or Opportunities provided by the Polytechnic, the Polytechnic Student agrees that all rights, titles and interests in IP discovered, created or developed by himself/herself using the Resources and/or arising from the Opportunities shall vest in and belong to the Polytechnic or a third party (as may be directed by the Polytechnic).
4. Where required by the Polytechnic, the Polytechnic Student shall execute any and all documents and take all actions as maybe necessary to give effect to vest full rights, titles and interests to the IP described under Paragraph 3) in favour of the Polytechnic or a third party (as may be directed by the Polytechnic). In particular, the Polytechnic Student participating in any of the following projects or activities will be required to execute a confidentiality and IP assignment agreement before the project or activity commences:
   1. the generation of the IP require the use of pre-existing IP owned, co-owned, or existing within the Polytechnic; or
   2. the IP belong to a body of IP generated by a team including Polytechnic Staff of which the Polytechnic Student is also a member; or
   3. the IP is generated from any form of collaboration with any external parties; or
   4. the IP is generated as a result of funding provided by or obtained through the Polytechnic
5. A Polytechnic Student may request in writing to the Polytechnic for the assignment of an IP solely owned by the Polytechnic (or jointly owned by the Polytechnic and himself/herself) to himself/herself if the said IP is an essential element necessary for:
   1. the Polytechnic Student’s pursuit of societal or humanitarian cause which are not-for-profit in nature; or
   2. the Polytechnic Student’s for-profit entrepreneurial endeavour and the Polytechnic Student is able to exhibit tangible plan to commercially exploit the IP
6. Polytechnic Students are advised to direct any question on the ownership and exploitation of Intellectual Property as described in this Annex A to Research & Technology Development Department (RTD) by writing to inventions@tp.edu.sg or through their supervisors.