

ORIGINAL

UNDERTAKING FOR ATTACHMENT AT INSTITUTE FOR INFOCOMM RESEARCH

In consideration of Institute for Infocomm Research (I²R) agreeing to allow me access to the institute's premises located at 1 Fusionopolis Way, Connexis (South Tower) #21-01 Singapore 138632 and to participate in its research projects, under the supervision of _____ [the institute's staff] and for that purpose the institute making available and disclosing to me certain confidential and proprietary information, I _____ [Name], NRIC/Passport No. _____ agree and undertake:

A. INVENTIONS AND DESIGN

- (1) If at any time during the term of the Attachment, I (either alone or with others) make or discover any invention, discovery, new indication, development, process or secret whatsoever whether patentable or not (hereinafter called "Inventions") or produce any work in any medium whatever including any computer software, programming tools, design, model, drawing, document, plan, tape or photograph and whether in two or three dimension (hereinafter called "Work") which relate to any of the products, processes, services or methods of production of the institute or otherwise to the business of the institute or which results from or is suggested by another or done in the course of my Attachment, then all rights in such Inventions and Works shall be the sole and absolute property of the institute and I shall without delay communicate and deliver up to I²R all available information and materials relating to the Inventions and deliver up to I²R all Works.
- (2) I shall at the request and cost of the institute (whether during or after the end of my Attachment) sign and execute all such deeds and documents and do all such acts and things as the institute may reasonably require to apply for, obtain and vest in the name of the institute alone (unless the institute directs) letters patent, registered designs or other protection of any nature whatsoever in respect of Inventions and Works in any country throughout the world and, when so obtained or vested, to renew and maintain the same including, without limitation to assist the institute in any proceedings concerning the infringement of rights in Inventions or works and to defend any proceedings in respect of such applications and any petitions or applications for revocation of such letters patent, registered designs or other protection.
- (3) I shall give notice in writing to the institute promptly on becoming aware of any infringement or suspected infringement of any intellectual property rights in any Invention or Works.
- (4) I shall not do or allow to be done anything (directly or indirectly) which would or might prejudice the rights of the institute under this section or any intellectual property rights of the institute in any Invention or Works.
- (5) I confirm that I have not and will not bring into the institute's premises or use any confidential information, trade secret, software, proprietary know-how and other intellectual property rights (collectively "IPR"), of any other person (including without limitation any of my current or former institution or employers) in the course of my Attachment. I confirm that any IPR which I may use in the course of my Attachment not

already belonging to the institute shall be my sole property and I hereby grant to the institute a non-exclusive, world-wide, fully paid-up, royalty-free, perpetual right and licence to use the same including the right to make derivative works and grant sub-licences thereto. All Inventions or Works made using, or which are based on or licensed, incorporate or are derived from the IPR shall be the sole property of the institute.

- (6) I confirm and agree that I hereby waive all rights or entitlements to any share in any revenue or consideration or royalty derived from the commercial or other use or exploitation of the Invention and Works by the institute or its licensees or nominees, even if I am an inventor or author thereof. Any such share so allocated to me shall be at the institute's sole discretion in accordance with such policies that the institute may have in place from time to time.

B. CONFIDENTIAL INFORMATION

- (1) I agree at all times during my Attachment and thereafter to hold in strictest confidence, and not to use, except for the benefit of the institute or to disclose to any person, firm or corporation without prior written authorisation of the institute any Confidential Information of the institute. "Confidential Information" means any proprietary information of the institute including (without limiting the generality of the foregoing), technical data, trade secrets or know-how, including but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, users or potential users of the institute's products or services on whom I may call on or with whom I become acquainted with during my Attachment), markets, software, developments, inventions, processes, formulae, technology, designs, drawings, engineering, hardware configuration, information disclosed or made available to me by or on behalf of the institute either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment or otherwise.
- (2) Upon termination of my Attachment with the institute or earlier upon a written request by the institute, I agree to promptly return to the institute all documents, records and copies thereof containing Confidential Information. For the purposes hereof, "documents" means all information fixed in any tangible medium of expression in whatever form or format.

C. RELEASE AND DISCHARGE

- (1) I acknowledge that I undertake this Attachment voluntarily and at my own risk and that I shall not hold the institute liable for any loss, damage or injury caused to me in the course of my Attachment to the fullest extent permitted by applicable law.
- (2) I hereby agree to indemnify and hold harmless the institute against all loss, damage, cost, expenses and injury that it or its employees, agents and contractors may suffer arising out of my negligence or breach of any of the terms of this undertaking.

D. RULES AND REGULATIONS

I agree that I shall abide by all rules and regulations in force at the institute from time to time relating to use of and access to its premises and facilities.

E. LAW

This undertaking shall be governed by Singapore law in all respects.

Name & Signature

Date