

## **Guidelines For Signing Of R&D Mous And Agreements**

**Applicable for: Faculties, University-level Institutes/Centres, Faculty-level Centres, Departments, formal Departmental Research Groups, Principal Investigators and Individual Researchers**

### **Intention**

These Guidelines are designed to streamline and explain the procedures for signing of MOUs and agreements with parties outside the University. In addition, they seek to protect the legal interests of the University and individual staff members who sign these agreements.

### **Signatories**

Regardless of signatory, **ALL** agreements pertaining to research and development (including Materials Transfer Agreements (MTAs) and Non-Disclosure Agreements (NDAs)) involving NUS will have to be approved by INTRO in writing before signing. There are exceptions to this with respect to Memoranda of Understanding (please see below) or MTAs and NDAs signed/endorsed by Director, INTRO.

INTRO will ensure that terms committed to are fair and reasonable. This is to protect not just the University's interests, but also that of the signatory. Except for Director, INTRO, all signatories referred to in this document do not have the delegated authority to sign "for and on behalf of the National University of Singapore"; they are only authorized to sign on behalf of the units within NUS that they represent directly. The agreements/MOUs they sign should exclude terms such as the above. Instead, they should be phrased in a manner such as "for and on behalf of the Faculty of \_\_\_\_\_, National University of Singapore".

#### *Memoranda of Understanding (MOUs):*

**Signatory:** Deans of Faculties or Directors/Heads of University-level Institutes/Centres. Heads of Departments or Faculty-level Centres may also sign with the approval of their respective Dean.

**Note:** All MOUs need to include an explicit clause stating the non-binding nature of the document. INTRO can provide templates of typical MOUs for each faculty/University-level Institute/Centre.

In general, MOUs should not include terms referring to intellectual property rights, indemnification, warranty and liability. Those that do should be referred to INTRO.

#### *Research Collaboration Agreements (RCAs):*

**Signatory:** Director, INTRO.

Deans of Faculties or Directors/Heads of University or Faculty-level Institutes/Centres/Departments may sign *in addition* to Director, INTRO (if there is a signing ceremony). In this case, Director, INTRO will sign before the ceremony.

**Rationale:** RCAs frequently involve implications for intellectual property rights (ownership and royalty sharing) and liabilities; it is best that these issues be examined by the professionals at INTRO.

*Materials Transfer Agreements (MTAs):*

*Materials sent out of NUS only, or mutual transfer of materials:*

Signatory: Director, INTRO and *co-signed* by Principal Investigator.

Rationale: Materials sent out belong to NUS, so signatory must have the authority to represent the University; materials received are under the management of the PI, hence, his/her signature is required.

*Materials brought into NUS only:*

Signatory: Principal Investigator or Individual Researcher, and, if necessary, *endorsed* by Head of Departmental Research Group, Head of Department ..... or Director, INTRO (Principle: smallest NUS unit possible to endorse in order to limit NUS' liability; Director, INTRO would sign on behalf of the whole of NUS).

Rationale: Materials brought into NUS will carry with it responsibilities stipulated in the MTA. The material will be used and managed by the PI; hence, the fulfillment of most of those responsibilities will lie with him/her. Endorsement only if requested.

*Non-Disclosure Agreements (NDAs):*

*Divulging NUS' confidential information, without reciprocal receipt of other party's confidential information:*

Signatory: Director, INTRO.

Rationale: Confidential information divulged belongs to NUS, hence the need for signatory to represent the University.

*Divulging NUS' confidential information, with reciprocal receipt of other party's confidential information:*

Signatory: Director, INTRO and *co-signed* by staff member receiving the other party's confidential information.

Rationale: Confidential information divulged belongs to NUS, hence the need for signatory to represent the University. Recipient of information needs to sign as compliance depends almost totally on him/her.

*Only receiving confidential information:*

Signatory: Staff member receiving the other party's confidential information.

*If necessary*, Principal Investigator, Head of Departmental Research Group, Head of Department ..... or Director, INTRO to *endorse* (Principle: smallest NUS unit possible to endorse in order to limit NUS' liability).

Rationale: Recipient of information needs to sign as compliance depends almost totally on him/her. Endorsement only if requested.