

Intellectual Property Management Course & Toolkit for **ICT Procurement** (2 x 0.5-day Online Streaming Session)

What are the IP risks associated with incorporating open source software into a government agency's mobile app?

What are the possible implications if the background IP of an ICT system is not addressed in the procurement contract?

Take a deep dive into IP management issues in ICT procurement!

Developed with support from the **Ministry of Law**, the **Ministry of Finance**, and **GovTech**, this course aims to equip participants with an **understanding of IP considerations** in the ICT procurement process, the **mitigating of infringement risks** during procurement, and **best practices** for handling and managing IP issues in ICT procurement.

This course is particularly useful for officers involved in procurement or ICT projects, legal counsels, as well as project officers/managers and other officers across public agencies who handle ICT procurement matters involving intellectual property.

Participants are assumed to have knowledge about IP in procurement. Otherwise they are strongly encouraged to attend the [IP Management Course and Toolkit for Procurement Officers](#) prior to attending this course.

Click **HERE** for upcoming sessions and to register!

Feedback from past participants:

"I find the segment on key IP issues in ICT procurement most helpful as the lecturer explains in the context of government procurement which makes it easier to relate to my course of work and how it applies."

"The IPM toolkit for ICT procurement is really comprehensive."

"I would recommend all procurement, IT and legal colleagues involved in ICT procurement to attend this course."



Duration

1 day (2 x 0.5 day online streaming session*)

Time

9.00am – 12.30pm

(Participants may start logging in at 8.45am)

Course fees

\$577.80* (with GST)

**Due to the current COVID-19 situation, this course will be conducted fully online via live-streaming. We will be providing participants with the relevant materials prior to the course. When the COVID-19 situation improves in the near future and this course is able to be conducted face-to-face, we will update course registrants accordingly.*

IPOS International

1 Paya Lebar Link #11-03 PLQ 1
Paya Lebar Quarter Singapore 408533

What You Will Learn

The course aims to provide the following knowledge and skills to participants:

- Navigate the typical forms of ICT procurement (e.g. Software, Hardware, Services), as well as ICT procurement contract documents (e.g. Government bulk tenders and ICT procurement contract templates).
- Identify the types of IP relevant in common ICT procurements (e.g. IT/ICT consulting services, off-the-shelf software, turnkey systems, etc.) and what are some of the IP-related concerns to note in relation to such procurement.
- Use of a decision tree to choose the relevant template for various ICT procurements.
- Understand the Government policies and guidelines relating to ICT procurement and the importance of public officers complying with policies and guidelines relating to ICT contracts.
- Understand the key IP Issues in ICT Procurement (with reference to relevant template clauses, where applicable):
 - Ownership vs. licence
 - Use of third party IP (e.g. pass-through licences, open source software)
 - IP warranties and indemnities
 - Mitigate infringement risks
 - Modifications to and maintenance of the system
 - Source code escrow
 - Transitioning services
 - Data and databases (i.e. on ownership and use)
- Discuss examples of common push-backs on IP issues in direct contracting that vendors may raise based on the position under the AGC templates.
- Acquire learning points relating to IP/IPM issues from case study discussions of ICT procurement scenarios.

Pre-Course Reading & IP/IPM Toolkit Materials for ICT Procurement

The materials will equip participants with the fundamentals of IP/IPM and ICT Procurement (a technical primer) before they attend the course.

The IPM Toolkit for ICT Procurement comprises (a) Annotations to the IP/IPM related clauses in the ICT procurement contract templates and Government bulk tenders; (b) Frequently Asked Questions (FAQs) relating to IP/IPM in ICT procurement; (c) List of Do's and Don'ts relating to IP/IPM in ICT Procurement; (d) Glossary of IP/IPM terms; (e) Relevant checklist and decision tree in relation to managing IP in ICT procurement; (f) IP/IPM Resource List.

**Softcopy version of the materials and toolkit will be provided for the online session.*

Sample Case Study Scenario

Agency decides to use the cloud services of a Vendor to store its data. As part of the cloud services provided by the Vendor to the Agency, the Vendor will also process the data for the Agency.

The procurement contract is silent on who owns the data as well as results which are derived from the processing of the data by the Vendor.

The Agency regularly collaborates with Statutory Board A in numerous projects, for which Statutory Board A requires access to the Agency's data. The Agency did not see the need for Statutory Board A to be granted a separate licence for the use of the cloud services of the Vendor, as the Agency was of the opinion that the licence between Statutory Board A and Vendor could be implied, given the close working relationship between the Agency and Statutory Board A.

The Agency later receives a letter of demand from a third party, alleging that the cloud services infringe the intellectual property rights of the third party, and requiring the Agency to cease use of the cloud services.

The Agency did not obtain warranties and indemnities from the Vendor in respect of their use of the cloud services, and as a result, finds that it is unable to continue using the cloud services.

Questions for Discussion:

- (i) What are some ways in which the Agency could have mitigated the risk of intellectual property infringement?
- (ii) If the agreement is silent on the ownership of data, what are some issues that may arise?
- (iii) Can the Agency rely on an implied licence as the basis for Statutory Board A to use the cloud services?

Contact Person

For enquiries regarding this course, please contact the following officer(s):

Name	Contact Number	Email
Dilpreet Kaur	6330 8692	dilpreet.kaur@iposinternational.com
Noridah Jamaluddin	6331 6579	noridah.jamaluddin@iposinternatoinal.com

Terms and Conditions

Full payment is to be made to the IPOS International Pte Ltd upon course registration. The Organiser will refund 75% of the course fees if written notice of withdrawal is received at least one week before course commencement, failing which, no refund will be made. Substitutions are welcome at any time. However, such requests must be made to the IPOS International in writing. The IPOS International reserves the right of cancellation. A full refund will be given to registrants if the course is cancelled by the IPOS International. The IPOS International reserves the right to make changes to the programme.

Note:

To better serve our stakeholders, IPOS International, IP ValueLab and IP Academy have come together to form a single entity. Note that your invoice for your training programme may reflect the billing entity as 'IPOS International' instead of 'IP Academy'.