

Between and among

NANYANG TECHNOLOGICAL UNIVERSITY

And

[Name of Student]

And

[NAME OF COMPANY].

INDUSTRY-SPONSORED FINAL YEAR PROJECT AGREEMENT

INDUSTRY-SPONSORED FINAL YEAR PROJECT AGREEMENT

THIS AGREEMENT is entered into on ___th day of _____ 2019 between:

- (1) **NANYANG TECHNOLOGICAL UNIVERSITY**, (Company Registration Number: 200604393R), located at 50 Nanyang Avenue, Singapore 639798, and acting through its School of Computer Science and Engineering (SCSE) (“**NTU**”);
 - (2) **[INSERT STUDENT’S NAME]**, (NRIC Number: **xxxxxxx**), of **[insert address]** (“**Student**”);
- and
- (3) **[Company]**, **[Company address and registration]** (“**Company**”).

WHEREAS:

- (A) Student is a registered and matriculating student at NTU.
- (B) The Company wishes to provide a placement for Student to undertake an industry-sponsored final year project (“**FY Project**”) at Company on the terms and conditions of this Agreement.

THEREFORE the Parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement and in the Schedules to this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- “**Affiliate**” - means any corporation, company or other entity which:
- (i) is Controlled by the relevant Party;
 - (ii) Controls the relevant Party; or
 - (iii) is under common Control with the relevant Party.

For this purpose, “**Control**” means (a) at least fifty percent (50%) of the controlled entity’s outstanding shares or ownership interest representing the right to make decision for such entity are owned or controlled, directly or indirectly, by the controlling entity, and/or (b) the controlling entity possesses, directly or indirectly, the power to influence the decision-making process, the direction of management and the policies of the controlled entity.

- “**Background IP**” - means any IP owned and/or controlled by a

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Party, or which such Party has the necessary rights to use for or in the FY Project, and which was conceived or reduced to practice either:

- (a) prior to the commencement of the work performed pursuant to the FY Project, or
- (b) outside the scope of the work performed pursuant to the FY Project;

and which is used or disclosed by such Party in connection with the FY Project.

- “Business Day”** - means a day other than a Saturday, Sunday or a gazetted public holiday in Singapore.
- “Company IP”** - means the IP that is solely-owned by the Company as defined in Clause 7.2 of this Agreement.
- “Confidential Information”** - means any device, materials, samples, software programmes, documents, data, graphics, specifications, technical information, or any other information, collectively referred to as **“Information”**, that is disclosed by either a Party or a Party’s Affiliate or on their behalf (**“Discloser”**) to any other Party (**“Recipient”**) in connection with the FY Project and/or this Agreement, whether oral, written, visual or otherwise, or hard or electronic soft copy, which:
- (a) in the case of a tangible disclosure, is marked by the Discloser as "Confidential" or "Proprietary" or with other words of similar import; or
 - (b) in the case of an oral or visual disclosure, the Discloser identifies such disclosure as being confidential concurrent with the oral or visual disclosure and such Information has been confirmed and designated in writing as confidential within fourteen (14) days after its disclosure.
- “Deliverables”** - means the deliverables specified in Schedule 1 to be delivered by NTU to the Company under the FY Project.
- “Effective Date”** - means [insert effective date of Agmt].
- “FY Project”** - means the Student’s industry-sponsored final year project (Ref. No. SCEXX-XXXX) titled “[insert project title]” to be carried out under

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this Agreement, which details are set out in Schedule 1, as may be amended from time to time in accordance with this Agreement.

- “Intellectual Property” or “IP”** - means Confidential Information, Know-how, patents, patent applications, copyright, design rights, semiconductor layout rights, rights relating to computer software, and any other industrial or intellectual property rights, registrable, registered or otherwise.
- “IP Applications”** - means any patent application, division, continuation or continuation-in-part, and any patent issued thereon or reissue or extension thereof, and any other form of application for registration of copyrights, trademarks, designs and other IP rights.
- “Know-how”** - means any methods, techniques, processes, discoveries, inventions, innovations, unpatentable processes, technical information, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information and identified in a tangible form.
- “Parties”** - means NTU, Student and Company collectively, and **“Party”** means any one of them.
- “Term”** - means the period of this Agreement as specified in Clause 3 of this Agreement.

1.2. In this Agreement, except where the context indicates to the contrary:

- (a) “person” includes any individual, body corporate, joint venture, trust, agency or other body;
- (b) words importing the singular shall include the plural and vice versa and words denoting a given gender shall include each other gender;
- (c) headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- (d) references to clauses or sub-clauses shall have reference to clauses or sub-clauses of this Agreement; and
- (e) all schedules and attachments to this Agreement form part of this Agreement.

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2. STATEMENT OF WORK

- 2.1. The Parties agree to collaborate on the FY Project and shall use reasonable endeavours to carry out in a diligent manner those parts of the FY Project allocated to it, in accordance with the details specified in Schedule 1. The Parties recognise that the FY Project is research in nature and hence completion within the period of performance or the achievement of the Deliverables or milestones specified in Schedule 1 cannot be guaranteed.
- 2.2. The Parties are committed to maintaining the highest standards of research integrity and the responsible conduct of research, as defined in the Singapore Statement on Research Integrity (www.singaporestatement.org/statement.html). The Parties agree to cooperate in investigation(s) which result from any accusations of research misconduct and malpractice arising from the FY Project.

3. TERM OF AGREEMENT

- 3.1. This Agreement shall come into force on the Effective Date and shall continue for **[insert term]** months thereafter ("**Term**") unless terminated earlier in accordance with the terms of this Agreement. Notwithstanding the foregoing, this Agreement may be extended by mutual written agreement of the Parties.

4. PRINCIPAL INVESTIGATOR

- 4.1. The FY Project and Student shall be supervised and coordinated by **[Name of Supervisor]** of NTU (hereinafter referred to as the "**NTU Principal Investigator**" or "**NTU PI**").
- 4.2. If, for any reason, the NTU PI is unable to continue to serve as the NTU PI and supervisor for the FY Project and the Student, and a successor acceptable to the Parties is not available, this Agreement may be terminated by any of the Parties and the provisions of Clause 11 shall apply.

5. CONDUCT OF PROJECT

- 5.1. Each Party shall conduct its respective parts of the workscope in the FY Project in accordance with Schedule 1.

6. CONFIDENTIAL INFORMATION

- 6.1. Each Recipient agrees to use the Discloser's Confidential Information only for the purposes of the FY Project and/or this Agreement, unless otherwise expressly agreed to in writing by the Discloser.
- 6.2. Each Recipient shall use the same degree of care regarding the Confidential Information as it uses in protecting and preserving its own confidential information of like kind to avoid disclosure or dissemination thereof, but in no event less than a reasonable degree of care.
- 6.3. Each Recipient agrees to make the Discloser's Confidential Information available only to those of its Affiliates, employees, officers, directors, legal or professional advisors, or students ("**Representatives**") who have a need to know the same for the purposes of the FY Project and /or this Agreement and who are bound by obligations

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of confidentiality. The Recipient shall not disclose the Confidential Information to any third party except for any third party Representatives as provided herein.

- 6.4. Each Party agrees that the obligations of confidentiality contained herein shall not apply to any Information which:
- (a) was publicly available prior to the date of disclosure under this Agreement or becomes publicly available thereafter through no wrongful act or omission on the Recipient's part;
 - (b) was known to the Recipient prior to the date of disclosure under this Agreement or becomes known to the Recipient thereafter, without restriction as to use or disclosure, from a third party having an apparent bona fide right to disclose the Information, as evidenced by written records;
 - (c) is independently developed by the Recipient, as evidenced by written records; or
 - (d) is disclosed with the Discloser's prior written consent.
- 6.5. Where the Recipient is required to disclose Confidential Information pursuant to an order of a court of competent jurisdiction or by law, the Recipient may disclose such Confidential Information provided that the Recipient, if not legally prohibited from so doing, promptly notifies the Discloser and cooperates reasonably with efforts by the Discloser to contest or limit the scope of such order or legal requirement to disclose.
- 6.6. The Parties agree that any breach of confidentiality under this Clause 6 may cause irreparable injury to the Discloser and monetary damages may not be an adequate remedy for such breach. Accordingly, the Discloser shall be entitled to seek equitable relief against any such breach, including injunctions, and this shall be without prejudice to the Discloser's other rights and remedies under law.
- 6.7. The obligations of confidentiality set out in this Clause 6 shall survive for a period of five (5) years from the date of expiry or early termination of this Agreement.

7. INTELLECTUAL PROPERTY AND LICENSE RIGHTS

- 7.1. Each Party shall remain the owner or authorised user of all its Background IP and nothing in this Agreement, save as specifically provided for herein, shall be deemed to grant impliedly or otherwise, ownership of or rights of use of such Background IP to any other Party. Each Party may, at its sole discretion, disclose its Background IP to any other Party for use in connection with the FY Project. In respect of such Background IP which a Party expressly permits may be used under the FY Project, such Party hereby grants each other Party only a non-exclusive, royalty-free, fully paid-up right to use such Background IP to the extent the same is necessary for the purpose of the FY Project and for no other purpose. It is agreed that no Party shall be compelled to disclose any of its trade secrets or Confidential Information as part of its Background IP licensed hereunder. Company shall obtain an appropriate license from NTU in the event that it intends to use any Background IP of NTU for any commercial purpose.
- 7.2. NTU and Student agree that all IP rights, title and interest in the Deliverables that the Student is required to deliver during the FY Project under this Agreement shall be

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owned exclusively by the Company ("**Company IP**"). The Company hereby grants to NTU a non-exclusive, non-transferable license (not including the right to sub-licence) to use the Company IP for NTU's academic, research, development and other non-commercial purposes.

- 7.3. NTU shall own all IP rights, title and interest in any methodological processes or experimental design or protocol that may be solely created or generated by NTU, for or pursuant to the FY Project, including any method of numerical modelling, simulation, designing, prototyping, testing or experimenting, and associated technical Know-how ("**NTU IP**").
- 7.4. Company shall obtain an appropriate license from NTU in the event that it intends to use any Background IP of NTU or any NTU IP for any commercial purpose.

8. PUBLICATIONS

- 8.1. The Company, NTU and Student (individually, "**Publishing Party**") shall have the right to publish in any journal, thesis, or dissertation, or present at any national, international or professional meeting, the findings, methods and results derived from the FY Project, subject to the provisions of Clause 6 and Clauses 8.2 to 8.4 below.
- 8.2. Each Publishing Party shall furnish the other Parties (other than Student) (individually, "**Non-Publishing Party**") a copy of such proposed publication or presentation and the Non-Publishing Party shall, within two (2) weeks of receipt of the proposed publication or presentation, forward its written objections to the Publishing Party if it determines that its Confidential Information or patentable subject matter owned by Non-Publishing Party may be disclosed. If no written objection is made within the stipulated time, the Publishing Party shall be free to proceed with the publication or presentation.
- 8.3. Confidential Information that is governed by Clause 6 identified by the Non-Publishing Party shall be deleted from the proposed publication or presentation. Notwithstanding the aforementioned, in the event that a student (including, but not limited to, Student) needs to publish or present results of his/her work under the FY Project as part of his/her degree requirements, any deletion of Confidential Information should not affect the scientific and academic value of such student's thesis, report, publication or presentation.
- 8.4. In the event that the Non-Publishing Party objects to any such publication or presentation on the basis that the same would disclose patentable subject matter owned by Non-Publishing Party and would like an IP Application filed, Publishing Party shall withhold such publication or presentation for a period of up to three (3) months from the date of receipt of such objection, or such additional period as may be reasonably requested, in order for the relevant IP Application(s) to be filed with respect to such patentable subject matter.

9. WARRANTIES AND DISCLAIMERS OF LIABILITY

- 9.1. All IP, findings, results, reports and materials provided by any Party under this Agreement are provided "as-is" and without any representation or warranty, express or implied, including without limitation, any implied warranty of merchantability or fitness for any particular purpose, or any warranty that any use thereof will not infringe or violate any patent or other proprietary rights of any other person.

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- 9.2. Each Party shall be solely responsible and liable for: (a) the acts and omissions of its respective directors, agents, contractors and employees; and (b) its use of the Company IP, or findings, results, reports or materials from the FY Project.
- 9.3. No Party shall be liable for any loss, whether indirect, consequential, punitive or incidental, or any special loss or damage (including loss of profits, loss of use, and loss of production) however caused (and whether arising out of contract, strict liability, or tort or under any legal or equitable theory of liability) which any other Party may suffer arising from any defect, error, fault or failure to perform with respect to any Background IP or Company IP.
- 9.4. In no event shall any Party be liable to any other Party for any loss of profits, loss of goodwill, loss of use, loss of production or business interruption costs, or any type of indirect, special, consequential or incidental loss or damages suffered by such other Party arising from any breach of this Agreement whether or not the Party has been advised of the possibility of such damage.
- 9.5. Notwithstanding anything to the contrary in this Agreement, the entire liability of each Party's obligations under this Agreement for any cause whatsoever related to the subject matter of this Agreement and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to [xxxxx], provided however, nothing in this Agreement shall exclude or restrict each Party's liability for death or personal liability.

10. TERMINATION

- 10.1. A Party (hereinafter the "**Terminating Party**") may terminate this Agreement:-
- (a) in the event of any other Party (the "**Defaulting Party**") being in breach of any material term of this Agreement which is either incapable of rectification or which is not rectified within sixty (60) days of written notice given by the Terminating Party; or
- (b) in the event of any other Party:-
- (i) having a receiver appointed to any of its assets; or
 - (ii) compounding with its creditors; or
 - (iii) entering into liquidation other than for the purposes of amalgamation or reconstruction.

11. CONSEQUENCES OF TERMINATION

- 11.1. Where this Agreement is terminated in accordance with Clause 4.2 or Clause 13.3, the Parties shall use their best endeavours to wind up the work carried out in relation to the FY Project in an orderly fashion and where applicable to complete such outstanding work during the relevant action periods. NTU shall be entitled to claim from the Company all costs incurred by NTU that would otherwise have been covered by the funding from the Company, including for non-cancellable commitments and NTU resources utilised, in the performance of the FY Project up to and including the date of termination, provided that the total funding amount shall not

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be exceeded. NTU shall reimburse to the Company any unutilised funds.

- 11.2. Where this Agreement is terminated in accordance with Clause 10.1(a) the Terminating Party shall be relieved of its obligations under the FY Project and shall have no liability whatsoever to the Defaulting Party in respect of such termination.
- 11.3. The termination of this Agreement shall not affect any rights that shall have accrued to any Party prior to such termination.
- 11.4. In addition to such provisions which survive the termination of this Agreement by operation of law, the provisions of Clauses 6, 7, 8, 9, 11, 12, and 14 to 21 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.
- 11.5. Upon expiration of this Agreement or if requested by a Party ("**Requesting Party**"), the other Parties must return to the Requesting Party all:
 - (a) Background IP of the Requesting Party in each other Party's possession or control; and
 - (b) Confidential Information of the Requesting Party in material form (including those parts of all notes or records of each other Party containing Confidential Information of the Requesting Party) in such other Party's possession or control.

12. ASSIGNMENT

- 12.1. Except as provided for under this Agreement, no Party may assign all or any of its rights or obligations under this Agreement without the prior written consent of all other Parties.

13. FORCE MAJEURE

- 13.1. No Party shall be liable for any failure to perform its obligations under this Agreement if the failure results from events beyond the reasonable control of any of the Parties ("**Force Majeure Event**"). For the purpose of this Agreement, such events shall include, but not necessarily be limited to, strikes, lock-outs or other labour disputes, civil disturbances, actions or inactions of government authorities or suppliers, epidemics, wars, embargoes, acts of God or other catastrophes.
- 13.2. The respective obligations of a Party hereunder shall be suspended during the time and to the extent that such Party is prevented from complying therewith by a Force Majeure Event provided that such Party shall have given written notice thereof, specifying the nature and details of such event and the probable extent of the delay, to the other Parties.
- 13.3. In case of a Force Majeure Event the time for performance required by a Party under this Agreement shall be extended for any period during which the performance is prevented by the event. However, any other Party may terminate this Agreement by notice in writing if such an event which prevents performance continues for more than thirty (30) days.

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14. USE OF NAMES

- 14.1. No Party shall use the name of any other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of such other Party.
- 14.2. Notwithstanding the generality of Clause 14.1 the Parties may notify third parties of the fact that this Agreement is in effect.

15. NOTICES

- 15.1. Any notice to be given by a Party to this Agreement shall be in writing and shall be deemed duly served if delivered personally or by prepaid registered post to the addressee at the address of that Party as set out below or at such other address as the Party to be served may have notified the notifying Party for the purposes of this Agreement:

NTU:

For technical matters relating to the FY Project:
School of Computer Science and Engineering
Nanyang Technological University
Block N4 02B 45
Nanyang Avenue
Singapore 639798
Attn: [Supervisor]

For Contract Matters:
Legal & Secretarial Office
Nanyang Technological University
71 Nanyang Drive
NTU Innovation Centre #04-01
Singapore 638075
Attn: Corporate Legal (Ref: 2019-1682)

NTUitive:

For Intellectual Property and Commercialisation matters relating to the FY Project:
Nanyang Technological University – NTUitive Pte. Ltd.
Nanyang Technological University
71 Nanyang Drive
NTU Innovation Centre #04-01
Singapore 638075
Attn: CEO (Ref: 2019-1682)

Student:

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[Name]
[address]

Company:

[Name]
[address]
Attn: [insert name]

15.2. Any notice given pursuant to Clause 15.1 shall be deemed to have been received:

- (a) in the case of delivery by hand, when delivered; or
- (b) in the case of sending by post:
 - (i) where posted in the country of the addressee, on the third Business Day following the day of posting; and
 - (ii) where posted in any other country, on the seventh Business Day following the day of posting; or
- (c) in the case of facsimile, on acknowledgement by the recipient facsimile receiving equipment on a Business Day if the acknowledgement occurs before 1700 hours local time of the recipient, and in any other case on the following Business Day.

16. DISPUTE RESOLUTION

- 16.1. In the event of any difference or dispute arising among the Parties relating to the validity, interpretation, construction or performance of this Agreement, the Parties shall use their best endeavours to settle amicably such difference or dispute by consultation and negotiation.
- 16.2. If such efforts taken under Clause 16.1 above fail, then the Parties may refer the matter to mediation in accordance with the rules and procedures of the Singapore Mediation Centre.
- 16.3. If, and to the extent that, any dispute has not been settled pursuant to Clauses 16.1 and 16.2 above, then the dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference to this Clause 16. The language of the arbitration shall be English. Any award made hereunder shall be final and binding upon the Parties hereto and judgment on such award may be entered into by any court or tribunal having jurisdiction thereof.

17. GOVERNING LAW

- 17.1. This Agreement, including its validity and interpretation and the merits of any dispute or claim arising out of or relating to this Agreement, shall be governed by the laws of Singapore.

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18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP.53B)

- 18.1. No person shall have any right pursuant to the Contracts (Right of Third Parties) Act (Cap.53B) to enforce any of the terms and conditions in this Agreement.

19. COMPLIANCE WITH APPLICABLE LAWS

- 19.1. The Parties shall comply at all times with any relevant laws, regulations, by-laws, rules and guidelines applicable to it in the carrying out of the FY Project, including any Personal Data (as defined below) or data privacy laws.

Where a Party (the “**Disclosing Party**”) will be disclosing Personal Data to any other Party (the “**Receiving Party**”) and prior to disclosing any Personal Data to the Receiving Party, the Disclosing Party shall obtain consent from the individual whose Personal Data is being disclosed (the “**Data Subject**”), to permit the Receiving Party to collect, use and/or disclose the Data Subject’s Personal Data for the purposes of the FY Project and/or this Agreement. The Receiving Party will use the Personal Data solely for the purposes for which the Disclosing Party disclosed the Personal Data

“**Personal Data**” shall mean any data, whether true or not, about an individual who can be identified: (a) from that data; or (b) from that data and other information to which the Receiving Party has or is likely to have access.

20. ENTIRE AGREEMENT

- 20.1. Unless otherwise expressly specified, this Agreement embodies the entire understanding among the Parties in respect of the FY Project and any prior or contemporaneous representations, either oral or written, are hereby superceded.
- 20.2. No amendments or changes to this Agreement shall be effective unless made in writing and signed by duly authorised representatives of the Parties.

21. GENERAL

- 21.1. Nothing in this Agreement shall create or be deemed to create, a partnership, or the relationship of principal and agent, among the Parties.
- 21.2. No exercise, or failure to exercise, or delay in exercising any right power or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power or remedy.
- 21.3. In the event that any term, condition or provision of this Agreement is held to be a violation of any applicable law, statute or regulation, the same shall be deemed to be deleted from this Agreement and shall be of no force and effect, and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree on terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.
- 21.4. The Parties shall co-operate with each other and execute and deliver to the other

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such instruments and documents and take such other action as may be reasonably requested from time to time in order to carry out and confirm the rights and the intended purpose of this Agreement.

- 21.5. Except as otherwise provided in this Agreement, the Parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement.
- 21.6. The Parties may sign this Agreement in one (1) or more counterparts by the duly authorised representatives of the Parties, each of which constitutes an original and all of which taken together shall constitute the Agreement. The Parties may sign and deliver this Agreement by facsimile or by emailed portable document format ("PDF") document (or other mutually agreeable document format), and a reproduction of this Agreement with a Party's signature made by facsimile or PDF, sent by facsimile or email shall have the same effect as and be enforceable as a signed and delivered original version of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the date first above written.

SIGNED by for and on behalf of

**NANYANG TECHNOLOGICAL
UNIVERSITY**

SIGNED by for and on behalf of

[COMPANY NAME].

Name:

Designation:

School of Computer Science and
Engineering

In the presence of:

Name:

Designation:

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SIGNED by

STUDENT

Name:

In the presence of:

Name:

Designation:

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SCHEDULE 1

PROJECT

1. **Title**

2. **Background/ Introduction/ Objectives**

3. **Scope of work**

The Student shall:

- (a) ...
- (b) ...
- (c)
- (d)

The NTU PI shall:

- (a) supervise the progress of the FY Project done by the Student.
- (b) where necessary, contribute his academic knowledge and expertise to achieve the Deliverables during the performance of the FY Project.

4. **FY Project Schedule**

4.1 **Start Date:**

Completion Date:

4.2 Gantt Chart

5. **Deliverables**

5.1 FY Project plan/strategy.

5.2 Interim report.

5.3 Final report.

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5.4 All source codes written in the course of the FY Project and for the purpose of generating results from the FY Project.

5.5 All findings and results of the FY Project.

6. Background IP

[describe, if any]