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Singapore

Employee Invention Laws

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Singapore – Employee Invention Laws

Does your country have specific laws governing employee inventions?

Yes, employee inventions are regulated directly under Part 9 of the Singapore Patents Act 1994 ("**PA**"), i.e., sections 49 and 50 PA.

Other related legislation includes the Singapore Employment Act 1968, which governs employment relationships.

Yes, directly regulated under patent legislation.

Primary Legislation/Law:

Singapore Patents Act 1994 (PA)

- Part 9 (Employee Inventions)
- Sections 49 and 50 specifically

Supporting Legislation:

- Singapore Employment Act 1968 (general employment relationships)

What types of intellectual property are covered by your national employee invention laws (patents, utility models, trade secrets, etc.)?

Part 9 of Patents Act applies to inventions which are patentable in Singapore:

Coverage/Scope (Section 13(1) PA):

- New
- Involves an inventive step
- Capable of industrial application

Employer Rights: Section 49(1) PA grants employer right to apply for and obtain patents for patentable employee inventions.

Exclusions:

- Utility Models: Not covered (Singapore law does not provide utility model protection).
- Trade Secrets: Not within Patents Act purview - typically addressed through common law breach of confidence doctrine and/or employment contracts.

Which categories of employees are covered by your national employee invention laws?

Part 9 Patents Act applies to employees defined as persons who work under contract of employment or government department employment (Section 2 PA).

Employee Definition- No single determinative test, but relevant factors include:

- Work done as integral part of alleged employer's business
- Payment of regular salary or commission
- Employer's power to dismiss

Exclusions:

- External inventors
- Contractors
- Subcontractors
- Service suppliers

What temporal and territorial restrictions apply to employee invention laws in your jurisdiction?

Section 49(1) PA provides that the invention has to be made by the employee in the course of employment. Subject further to the fulfilment of the conditions listed in Column F, the employee invention would belong to the employer.

Further, Part 9 of the PA is limited in scope to inventions made by (i) an employee who was mainly employed in Singapore; or (ii) if the employee was not mainly employed anywhere, or his place of employment could not be determined, the employer had a place of business in Singapore to which the employee was attached (section 50(1) PA).

Do the national employee invention laws recognise different kinds of inventions or are all inventions treated equally?

No, under Singapore law all employee inventions falling within the scope of Part 9 of the PA are treated equally, and the employer is entitled to ownership of the same.

Accordingly, section 49(1) PA sets out the circumstances in which an invention made by an employee would belong to his employer:

(A)

- i. The invention was made during the employee's normal duties, or in the course of duties falling outside his normal duties but specifically assigned to him; and
- ii. The circumstances in either of the above cases were such that an invention might reasonably be expected to result from the carrying out of his duties; or

(B)

- i. The invention was made in the course of duties of the employee; and
- ii. At the time of making the invention, because of the nature of his duties and particular responsibilities arising from the nature of his duties, he had a special obligation to further the interests of the employer's undertaking.

What is the statutory process of acquiring rights to employee inventions under your national laws? Does the employer acquire rights directly under the law or does the employer need to take separate actions?

If the conditions in Section 49(1) of the PA are met, the employer automatically owns the employee's invention - no further action is needed.

However, parties are entitled to preclude or vary the operation of Part 9 of the PA by entering into an agreement (section 50(4) PA).

How are employee invention disputes governed in your jurisdiction? Is there a special dispute resolution mechanism / a body for employee invention related disputes?

Disputes concerning rights to an employee invention are initially referred to the Registrar of the Registry of Patents. Appeals from the Registrar's decision may be brought before the Singapore courts.

Section 49 PA creates an exception to the default rule under section 19(2)(a) PA, which states that a patent is primarily granted to the inventor (section 19(2)(b) PA).

Where a dispute arises over whether the employer owns the invention and is entitled to file for a patent, the matter may be referred to the Registrar—whether (i) before grant (section 20(1) PA), or (ii) after grant (section 47(1) PA).

Appeals against the Registrar's decision go to the Singapore courts (s 90(1) PA), and may be further appealed to an appellate court (s 90(3)(a) PA).

Are policies on employee inventions commonly used in your jurisdiction? Are there regulatory requirements for implementation of a policy on employee inventions?

Employee inventions are addressed in general Company IP policies, which are commonly implemented in Singapore. There are no regulations concerning the use of such policies.

Do your national laws on employee invention obligate employers to pay compensation to employees when taking rights to an employee invention?

No. Singapore laws, including Part 9 of the PA, do not obligate employers to pay compensation to employees when taking rights to an employee invention.



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