

TERMS AND CONDITIONS OF A COMPETITIVE GRANT

1. Definitions

1.1 In this Contract, unless the contrary intention appears: -

“A*STAR” means the Agency for Science, Technology and Research;

“Acceptance Form” means the Acceptance Form accompanying the Letter of Award which is to be completed by the Institutions and Investigators;

“Application” means the application for the Funding submitted to Grantor by the Host Institution for and on behalf of the Institutions collectively and given the grant number specified in the Letter of Award;

“Approved Proposal” means the Application to undertake the Research described therein as approved by Grantor (together with all modifications, amendments and revisions required by Grantor);

“Approved Third Parties” means the Grantor, any publicly funded research institute, research centre, university, polytechnic or other institute of higher learning based in Singapore;

“Assets” means all equipment, computer software, goods, products, databases, accessories, hardware and any other asset purchased or acquired using the Funds but does not include Research IP or consumables;

“Background IP” or “BIP” has the meaning set out in Clause 16.1.

“Collaborator” means any company, institution, incorporated body or other industry or academic collaborator, which is not an Institution or an Investigator but is to be engaged in the Research in collaboration with the Institutions or any of them;

“Co-Funder” means any other organization, institution, body, association (unincorporated or otherwise) or corporation which co-funds any part of the Funding under this Contract whether through or together with Grantor;

“Co-Investigator” means any person named in the Letter of Award as a “Co-Investigator” for the Research;

“Contract” means collectively these Terms and Conditions of A Competitive Grant, the Letter of Award, Application, Approved Proposal, Guidelines and Policies (which shall be communicated to the Institutions as applicable);

“Deliverables” means the tangible outcomes of the Research to be achieved by the Institutions and Investigators as specified in the Letter of Award;

“Expenses” means all reasonable and actual costs and expenses (including legal and other professional fees, Goods and Services Tax and stamp duties) incurred in relation to the preparation, filing, prosecution and maintenance of any IP Application;

“ETPL” means Exploit Technologies Pte Ltd;

“Final Progress Report” means the report described in Clause 12.7;

“Final Statement of Account” has the meaning set out in Clause 10;

“Funding” or “Funds” means the amount or amounts payable under this Contract for each project as specified in the Letter of Award;

“Grantor” means A*STAR or ETPL (as the case may be) providing the Funding as set out in the Letter of Award;

“Guidelines” means the applicable guidelines for application for grants from the Grantor and includes all instructions to applicants (if any) and all application forms which are in use from time to time;

“Host Institution” means the body or institution or administering organisation named in the Letter of Award as the “Host Institution” as the body responsible for undertaking and managing the Research;

“Institutions” means collectively the Host Institution and the Partner Institutions and “Institution” shall mean any one of them;

“Intellectual Property (IP)” means all copyright, rights in relation to inventions (including patent rights and unpatented technologies), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know-how), mask-works and integrated circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

“Investigators” means collectively, the Lead Principal Investigator, Team Principal Investigators and Co-Investigators;

“IP Applications” means any applications for the registration of patents, copyright, designs, semi-conductor layout designs, trade names, trade marks, service marks, and any other intellectual property rights registration relating to Research IP;

“IRB” means institutional review board;

“Lead Principal Investigator” means any person named in the Letter of Award as a Lead Principal Investigator for the Research;

“Letter of Award” means the letter issued by Grantor preceding these Terms and Conditions of A Competitive Grant under which the grant of the Funds is made to the Institutions;

“Materials” means documents, anonymised patient samples (including tissue and sera), compilation of x-ray results, information and data stored by any means but excluding confidential patient data collated or acquired for the purposes of the Research;

“Milestones” means the agreed milestones that the Institutions and Investigators shall achieve as specified in the Letter of Award;

“Net Revenue” means Revenue less: (i) Overhead Costs; (ii) Expenses actually paid; and any applicable taxes payable on the transference of Net Revenue to another party;

“Office of Research” means the office established by the Host Institution in accordance with Clause 4.2;

“Overhead Costs” means fifteen percent (15%) of Revenue that may be charged by the party commercialising the Research IP;

“Partner Institutions” means the bodies or institutions named in the Letter of Award as the “Partner Institutions” as the bodies responsible for working together with the Host Institution to undertake the Research;

“Policies” means any policy, instruction, standard operating procedure, regulation or rule issued by Grantor by itself or on behalf of or together with any Co-Funder in relation to the Funding provided under this Contract;

“Quarterly Requisition” means the requisition sent to the Grantor as described in Clause 8.1a;

“Research” means the project approved by Grantor as described in the Approved Proposal subject to any modifications or amendments thereto made in accordance with Clause 13;

“Research IP” has the meaning set out in Clause 16.2;

“Research Personnel” means the Lead Principal Investigator, Team Principal Investigators, Co-Investigators and all other employees, consultants and agents of the Institutions who will be engaged in and/ or perform the Research;

“Revenue” means gross consideration received by Institutions and/ or Grantor and/ or Research Personnel (as the case may be) from the licensing or commercialisation of any Research IP;

“Team Principal Investigator” means any person named in the Letter of Award as a Team Principal Investigator for the Research;

“Term” means the term of this Contract as specified in the Letter of Award;

“Yearly Audit Report” means the report described in Clause 12.2;

“Yearly Progress Report” means the report described in Clause 12.5.

2. Funding

2.1 The Funding will be provided during the Term in accordance with the provisions of this Contract. The Institutions shall use the Funding in accordance with this Contract.

2.2 The Institutions shall use the Funds for the Research only and not for any other purpose.

2.3 Each Investigator shall use his/her best endeavours to faithfully and diligently carry out or cause to be carried out all necessary research and development work and to devote all necessary time, resources and support to ensure the successful conduct, implementation and completion of the Research in accordance with this Contract and consistent with internationally recognised good research practices and ethical

standards. Each Institution shall ensure that the Research Personnel within their employ undertake and properly discharge the foregoing obligations.

- 2.4 Other than expressly allowed under the Contract, the Funds or any part thereof shall not be channelled to fund research and development activities overseas.
- 2.5 The Institutions shall not solicit or receive any funds or such other means of support for carrying out the Research from any other person, company, body, organisation, institution or agency (governmental or non-governmental) without Grantor's prior written consent, such consent not to be unreasonably withheld.

3. Accuracy of Information

The Institutions warrant that the information contained in the Application, all reports referred to in this Contract and any other information submitted to Grantor relating to the Research or the Funding are complete, accurate and not misleading. Without limiting the generality of the foregoing, the following are examples of incomplete, inaccurate and/or misleading information:

- (a) false or improper reports of financial accounts;
- (b) improper claims;
- (c) false or improper documents;
- (d) fictitious track records;
- (e) inflated reports of funds obtained from other sources for the Research;
- (f) omission of information on other funding sources for the Research;
- (g) false or inaccurate claims that proper approvals (including IRB approvals) have been obtained;
- (h) false or inaccurate reports on the progress of the Research and achievement of Milestones and Deliverables;
- (i) false or inaccurate reports on the status of collaborations with third parties relating to the Research; and
- (j) false claims in the publication record, such as, describing a paper as being published even though it has only been submitted for publication.

4. Administration of the Funding

- 4.1 The Institutions shall ensure that the Research is carried out with due care, diligence and skill and that the Funds are used in accordance with this Contract.
- 4.2 The Host Institution shall be responsible for administering and co-ordinating all matters relating to the Research, use of the Funds, communications with Grantor, and reporting requirements for and on behalf of all the Institutions. For this purpose, the Host Institution shall be represented by its chief executive officer or equivalent office holder and establish an Office of Research to facilitate such responsibilities. Where its chief executive officer is also the Lead Principal Investigator, the Host Institution shall appoint another person from the governing body to which the chief executive officer reports to represent the Host Institution. Notwithstanding the foregoing, Grantor reserves the right to communicate directly with any Institution or Investigator on matters relating to this Contract.
- 4.3 The Host Institution shall be responsible for: -

- (a) ensuring that all Institutions and Research Personnel are aware of their respective responsibilities and that they comply with the terms and conditions of this Contract;
- (b) providing and/or procuring the basic facilities needed to carry out the Research as detailed in the Approved Proposal;
- (c) ensuring that the Investigators adopt the highest achievable standards, exhibit impeccable integrity and follow all prevailing guidelines on good research practices in Singapore (or internationally established guidelines, where applicable) in the conduct of the Research;
- (d) monitoring the scientific progress of the Research towards achievement of the Milestones and Deliverables and reporting to Grantor any deviations or anticipated problems which may materially affect the Research;
- (e) ensuring, where applicable, that local IRB, research ethics committee and multi-centre research ethics committee approvals are granted for the Research and that no research requiring such approval is initiated before it has been granted;
- (f) ensuring, where applicable, that the Institutions put in place proper procedures and guidelines to ensure regular and effective monitoring of the Research by the IRB or ethics committee;
- (g) ensuring, where applicable, that all ethics approvals for the conduct of studies using animals are granted including approvals of the relevant institutional animal care and use committee or such other body appointed to deal with ethical issues relating to the care and use of animals in research;
- (h) ensuring, where applicable, that all necessary regulatory licences or approvals for the Research have been granted prior to the commencement of any work under the Research;
- (i) ensuring, where applicable, that any clinical trials (as defined under the Medicines Act) conducted as part of the Research are conducted in accordance with the Singapore Guideline for Good Clinical Practice as amended from time to time or such other applicable guidelines;
- (j) ensuring that the work under the Research complies with all relevant current laws, government rules and regulations and other applicable guidelines and procedures including those introduced while the work is in progress;
- (k) ensuring that all Research Personnel involved in animal research and in the breeding, housing and care of animals, are properly trained and supervised;
- (l) ensuring that Grantor is immediately notified in writing of any development that will adversely affect the progress of the Research;
- (m) ensuring that Grantor is immediately notified in writing upon cessation by any Investigator of active involvement in the Research or long leave of absence (e.g. sabbatical); and

- (n) ensuring that Grantor is immediately notified in writing if any work carried out using the Funding diverges materially from the Approved Proposal.
- 4.4 Each Institution shall be responsible for ensuring that its clinician investigators working under the Research (if any) are aware that they are individually responsible for maintaining appropriate professional indemnity insurance coverage. For the avoidance of doubt, Grantor will not be responsible for the costs of such cover.
- 4.5 Each Institution must have in place adequate systems for ensuring the integrity of research carried out by its staff so that scientific misconduct (e.g. plagiarism, falsification of data, improper selection of data) and unethical behaviour can be prevented. Each Institution shall implement effective mechanisms for identifying scientific misconduct and/ or unethical behaviour and have in place clearly publicised and agreed procedures for investigating allegations of such scientific misconduct and/ or unethical behaviour. The Institutions shall report to Grantor all incidents or allegations of such scientific misconduct or unethical behaviour at the earliest opportunity.
- 4.6 Without prejudice to the Host Institution's obligations under this Contract, the Institutions and Investigators shall do all things necessary to enable compliance by the Host Institution of its obligations under this Contract.
- 4.7 The Host Institution shall manage the use of the Funding for indirect cost in accordance with the Guidelines. Investigators should refer to their Host Institution for their policy of managing such use. The Grantor does not directly manage indirect cost funding.

5. Commencement of Research

The Lead Principal Investigator shall inform Grantor if scientific work on the Research is unable to commence within three (3) months from the beginning of the Term.

6. Research Personnel

- 6.1 The Institutions shall ensure that the Research Personnel conduct the Research with due care, diligence and skill and comply with this Contract.
- 6.2 The Host Institution shall ensure each Institution and Investigator submit the Acceptance Form together with all other required documents to Grantor (either electronically or in hardcopy) within the time stipulated.
- 6.3 If any Investigator is unable to continue the Research, the Institution engaging such Investigator shall, subject to the written approval of Grantor, appoint a successor within a reasonable time. In seeking approval, the Institution must satisfy Grantor that the proposed successor has the requisite qualifications and skills to continue the Research. In the event that the Institution is unable to appoint a successor acceptable to Grantor within a reasonable time, Grantor shall have the right to terminate the Funding and/or the Contract.

7. Milestones and Deliverables

The Institutions and the Investigators shall use their best efforts to achieve the Milestones and Deliverables.

8. Disbursement of Funds

8.1 Disbursement of the Funds shall be made in accordance with the following provisions: -

- (a) Each Institution shall submit requisitions for direct and/or indirect costs for which the Funding is permitted to be used to Grantor for approval on a quarterly basis ("Quarterly Requisition").
- (b) Each Institution shall include, with its Quarterly Requisition, detailed schedules of expenditure incurred for the previous quarter which are certified correct by its chief financial officer (or an authorised nominee).
- (c) Grantor will disburse the approved Quarterly Requisition amounts to the Host Institution. Partner Institutions shall issue a requisition to the Host Institution, and the Host Institution shall be responsible for collation of the requisitions and disbursement of funds to the Partner Institutions.
- (d) Disbursement of the Funding shall be subject to the due performance of and compliance with this Contract by Institutions including, but not limited to, the securing of the relevant ethics approvals (eg. IRB) for the Research. The Institutions shall furnish satisfactory documentary evidence to Grantor that aforementioned requirement has been met.

9. Accounts, Audits and Monitoring

9.1 Each Institution shall keep and maintain full and detailed records and accounts relating to the Funding and the Research, including all items of expenditure incurred for or in connection with the Research.

9.2 The Host Institution shall be wholly responsible for monitoring the expenditure of the Funding by the Institutions, ensuring that the Funding is utilized in accordance with this Contract and certifying in the Yearly Progress Report the amount of Funding actually utilised and that the progress of the Research is satisfactory. In the event that the Funding is not utilised in accordance with this Contract, the Host Institution shall immediately inform the Grantor and provide full details of the same, and take all action necessary to minimize further use of the Funding and inform Grantor of the action taken.

9.3 Grantor may conduct ad hoc on-site reviews and audits to ensure that the terms of this Contract are complied with by the Institutions and that the reports submitted to Grantor are an accurate statement of compliance by the respective Institutions. In such event, Clause 11 shall apply.

10. Return of Unused Funds and Final Statement of Account

Each Institution shall return all unused funds and submit a final statement of account ("Final Statement of Account") to Grantor within six (6) months of the completion or termination of the Research, or termination of this Contract, or the end of the Term, whichever is the earliest, failing which Grantor may refuse to make further disbursements of the Funding and/ or disallow further claims from such Institution.

11. Access to Premises and Records

11.1 Pursuant to Clause 9.3, the Institutions shall, at all reasonable times during the Term and for seven (7) years after the expiration or termination of this Contract, grant Grantor and its authorized representatives: -

- (a) unhindered access to: -
 - (i) the Research Personnel;
 - (ii) premises occupied by the Institutions;
 - (iii) the Assets and Materials;
 - (iv) all accounts, records and documents in relation to the Research and Funding and its administration; and
- (b) reasonable assistance to:
 - (i) inspect the performance of the Research;
 - (ii) locate and inspect any accounts, records and documents in relation to the Research and Funding and its administration;
 - (iii) locate and inspect the Assets and Material;
 - (iv) make copies of any accounts, records and documents in relation to the Research and Funding and its administration and remove those copies; and
 - (v) make copies of Materials (where applicable) and remove those copies.

11.2 The access rights in Clause 11.1 are subject to: -

- (a) the provision of reasonable prior notice by Grantor; and
- (b) the applicable Institution's reasonable security procedures.

11.3 In the event that Grantor is investigating a matter which, in its opinion, may involve an actual or suspected unethical conduct, or breach of the law or breach of the terms of this Contract, Clause 11.2 (a) will not apply.

11.4 Upon receipt of reasonable written notice from Grantor, the Institutions and Investigators shall provide any information relating to the Research required by Grantor for monitoring and evaluation purposes.

12. Reporting Requirements

- 12.1 The Grantee shall submit the reports and statements set out in this Clause 12 in accordance with the format required by Grantor. Notwithstanding Clauses 12.2 to 12.8, the Grantor may vary the reporting requirements of the Institutions in the Letter of Award. This includes but is not limited to requiring the Institutions to provide reports and statements within different deadlines or at more regular intervals. The provisions of this Clause 12 shall apply mutatis mutandis to such reporting requirements.
- 12.2 Time is of the essence with respect to the obligations set out in this Clause 12. In the event that an Institution fails to fulfil any requirement set out in this Clause 12 within the stipulated timeline or to demonstrate satisfactory progress in the Research, Grantor may discontinue further disbursements of the Funding.

Yearly Audit Report

- 12.3 Each Institution shall submit, on an annual basis no later than 30 September of each year, an audit report (“Yearly Audit Report”) containing all relevant financial information on the Research for the preceding year ending 31 March, including but not limited to:
- (a) its use of Funds disbursed by Grantor;
 - (b) any unspent Funds that such Institution is required to return to Grantor;
 - (c) any unspent Funds that such Institution is carrying over into the next year.
- 12.4 The Yearly Audit Report must be prepared by each Institution’s internal or external auditors and certified as correct by its director of research and chief financial officer (or their authorised nominees). In particular, each Institution shall confirm and state in the Yearly Audit Report that such Institution’s requisitions for the Funding are made in accordance with the terms of this Contract.

Yearly Progress Report

- 12.5 The Host Institution shall submit to Grantor, on a Financial Year (“FY”) basis, progress reports prepared by the Investigators in respect of the scientific progress and results of Research (“Yearly Progress Reports”). Yearly Progress Reports shall be submitted on or before 31 May (2 months from the end of the FY) or on such earlier date as reasonably required by Grantor. The requirement to submit a Yearly Progress Report is waived if the Term starts less than three (3) months from the end of the FY.
- 12.6 Grantor will review the Yearly Progress Report against the objectives of the Research as stated in this Contract. The Host Institution will be contacted for further information if the Yearly Progress Report is deemed inadequate or unsatisfactory.

Final Progress Report

- 12.7 The Host Institution shall submit to Grantor a final progress report (“Final Progress Report”) within three (3) months from the end of the Term. The Final Progress Report shall contain, among other things, a complete list of the Assets. Grantor will review the outcomes against the objective(s) of the Research as stated in this Contract.

- 12.8 If the Host Institution fails to submit the Final Progress Report in accordance with Clause 12.7, the Investigators will not be eligible to submit new grant applications for a minimum of one (1) year from the Final Progress Report submission deadline. The period of ineligibility will continue until the Final Progress Report is submitted to Grantor.

13. Changes in Research

No material amendments, alterations or changes shall be made to the Research without Grantor's prior written approval. Save as aforesaid, the Host Institution shall notify Grantor in writing of all other amendments, alterations or changes made to the Research as soon as possible. For the purposes of this Clause, "material amendments, alterations or changes" shall mean those amendments, alterations or changes that have a material effect on the scope, nature, direction or purpose of the Research.

14. Insurance

Each Institution shall effect and maintain adequate insurance policies to cover any liability arising from its participation in the Research including, but not limited to, those required under any applicable legislation. If requested, an Institution shall provide Grantor with a copy of such insurance policies.

15. Publications of Results and Findings

- 15.1 Subject to the provisions of this Clause 15, the Institutions may publish, at any symposia, national, international or regional professional meeting or in any journal, thesis, dissertation, newspaper or otherwise of its own choosing, the findings, methods and results derived from the Research.
- 15.2 The Institutions shall ensure that all publications arising from the Research is made publicly available no later than twelve (12) months after the official date of publication. A copy of the publication shall be deposited in the Institution's open access repository (or any other institutional/subject open access repository), in accordance to the Institution's open access policy.
- 15.3 All publications shall acknowledge the funding support provided by Grantor and, where appropriate, the scientific and other contributions of the other Institutions and Research Personnel in accordance with established norms.

16. Intellectual Property Rights

- 16.1 Background Intellectual Property ("BIP") is any existing IP brought by the Institutions and/or Collaborators into the Research. Unless expressly agreed otherwise, this Research shall have no effect on BIP.
- 16.2 All Intellectual Property howsoever arising from the Research ("Research IP") shall, at the first instance, be the property of the Institutions in such proportions as they

may determine. This is without prejudice to any agreement that the Institutions may enter into with the Investigators or Research Personnel on ownership and exploitation of Research IP.

- 16.3 The Investigators shall use best efforts to identify and disclose to the Institutions details of all such Research IP.
- 16.4 The Institutions shall keep and maintain a full, comprehensive and updated list of all Research IP, which shall be made available to Grantor for inspection at any time.
- 16.5 The Institutions shall use best efforts to ensure that Research IP is properly managed and wherever feasible, fully exploited and commercialised. When required to do so by Grantor, the Institutions shall attend such meetings as Grantor may direct to discuss the potential for exploitation and commercialisation of Research IP.
- 16.6 The Institutions shall keep and maintain a full, comprehensive and updated set of statements, records and accounts documenting the Revenue from the commercialisation and exploitation of the Research IP.
- 16.7 Annex 1 shall apply to the Institutions where ETPL is the Grantor.
- 16.8 Annex 2 shall apply to the Institutions where A*STAR is the Grantor.

17. Third Party Collaborations

- 17.1 The Institutions may undertake work on the Research in collaboration with a Collaborator subject to this Clause 17. Notwithstanding Clause 2.5, the Institutions may also receive funds or any other means of support from a Collaborator for carrying out the research in accordance with this Clause 17.
- 17.2 The applicable Institutions shall, prior to commencing their collaboration with a Collaborator, enter into a written agreement with such Collaborator which is consistent with the obligations assumed under this Contract setting out, among other things: -
 - (a) the role of the Collaborator in the Research;
 - (b) the provision of cash or in-kind contributions by the Collaborator for the Research; and
 - (c) the work to be undertaken by the Collaborator and its scientific contributions.
- 17.3 All agreements with Collaborators must conform with the Collaboration Guidelines specified in Annex 3. For the avoidance of doubt, Collaborators are not entitled to receive (directly or indirectly) any or any part of the Funds. The Host Institution shall keep Grantor informed of the progress on the work under the collaboration through the Yearly Progress Reports and the Final Progress Report.
- 17.4 The Host Institution shall be responsible for providing Grantor with copies of the relevant collaboration agreement between the Collaborator and the applicable Institutions including all amendments, modifications or revisions thereto.

18. Ownership and Use of Assets

- 18.1 Subject to this Clause 18, title and ownership of the Assets and Materials will vest in the Institutions in such manner as to be determined amongst themselves. Save as provided in Clauses 18.2, 18.3 and 18.4, the Assets and Materials shall be used only for the Research. All Assets and Materials shall be physically located in Singapore and maintained within the control of the applicable Institutions during the Term.
- 18.2 The Institutions shall permit Approved Third Parties to access and use the Assets at no charge upon prior appointment provided that: (i) such access and use shall be subject to the availability of the Assets and there are no third party licensing terms restricting such use; and (ii) the Institutions shall be entitled to impose charges for the supply of materials, other services and utilities charges connected with the use of the Assets by the Approved Third Parties.
- 18.3 The Institutions may allow its employees to use the Assets for purposes other than the Research provided always that such use shall: (i) be restricted to research and development work within the Institutions; (ii) be allowed only during the times when the Assets are not being used for the Research; and (iii) not impede the Institutions from meeting its obligations and undertakings under this Contract.
- 18.4 Upon the expiry or termination of this Contract or end of the Research and for a period of three (3) years thereon, Grantor may require the Institutions to grant access for the use of any of the Assets and Materials by Grantor or any party identified by Grantor at no charge to the Grantor.

19. Completion/Extension

- 19.1 Unless earlier terminated in accordance with this Contract or if Grantor agrees in writing to an extension of time, this Contract shall end upon the expiry of the Term. Unless otherwise specifically provided in the Letter of Award, any application for extension of time shall be made to Grantor no later than six (6) months before the end of the Term unless there is compelling justification for submission of a late application for extension.

20. Termination

- 20.1 Grantor may terminate the Funding or this Contract upon the occurrence of any of the following events: -
- (a) any breach of the terms and conditions of this Contract by any Institution or any Research Personnel which is incapable of remedy;
 - (b) failure to remedy any breach of the terms and conditions of this Contract (where such breach is capable of remedy) by any Institution or any Research Personnel within ninety (90) days of written notification of such breach by Grantor;
 - (c) breach of ethics by any Institution or Research Personnel in the conduct of the Research including, but not limited to, ethical rules on patient safety;
 - (d) work carried out by the Institutions using the Funding diverges materially from the Approved Proposal;

- (e) misconduct relating to the Research;
- (f) any corruption and/or fraud by the Institution and/ or Research Personnel and/ or other staff relating to the Research or Funding;
- (g) stoppage of work on the Research;
- (h) cessation of any Investigator's active involvement in the Research;
- (i) appointment of receiver over any of the property or assets of any Institution;
- (j) taking possession by encumbrancer of any of the property or assets of any Institution;
- (k) entry into any voluntary arrangement by any Institution with its creditors;
- (l) liquidation of any Institution;
- (m) ceasing or threatening to cease to carry on business by any Institution; or
- (n) Grantor is of the opinion that the continued performance of the Research is not or no longer viable.

The Host Institution shall immediately inform the Grantor upon its becoming aware of the occurrence of any of the above events.

20.2 In the event that this Contract is suspended or terminated pursuant to Clause 20.5, the Grantor shall meet any further amounts incurred under the Funding for work done under the Research up to the date of suspension or termination which have not been covered by disbursements of Funding already made by Grantor. Clause 8 shall apply mutatis mutandis to such claims.

20.3 In the event that this Contract is terminated pursuant to Clause 20.1, Grantor may, but shall not be obliged to, meet any further amounts incurred under the Funding for work done under the Research up to the date of suspension or termination which have not been covered by disbursements of Funding already made by the Grantor. The provisions of Clause 8 shall apply mutatis mutandis to such claims. Notwithstanding anything to the contrary, in the event of termination pursuant to Clauses 20.1(c), (e), or (f), the Institutions agree that Grantor may require the Institutions to return all or some of the Funds previously disbursed by Grantor.

20.4 Upon termination of this Contract, the Institutions shall:

- (a) take all necessary actions to minimise further expenditure on the Research; and
- (b) return to the Grantor all monies that have not been expended under the Funding.

20.5 If any Institution is unable to comply with any term or condition of this Contract by reason of a Force Majeure event beyond the reasonable control of such Institution, all Institutions' obligations hereunder shall be suspended during the time and to the extent that the first Institution is prevented from complying therewith by the Force

Majeure event provided that the Host Institution shall have first given written notice to Grantor specifying the nature and details of such event and the probable extent of the suspension. The affected Institution shall use its best efforts to minimize and reduce the period of suspension occasioned by the Force Majeure event and to remove or remedy such cause with all reasonable dispatch. Grantor may forthwith terminate the award by written notice to the Host Institution if such Force Majeure event continues for more than sixty (60) days. The following events shall be considered "Force Majeure" events, namely, national emergencies, war, embargoes, strikes, lock-outs or other labour disputes, civil disturbances, actions or inactions of government authorities, earthquakes, fire, lightning, flood or any other catastrophic event in Singapore caused by the forces of nature.

- 20.6 Clauses 3, 9, 10, 12, 14, 15, 16, 18, 20, 21 and 22 shall survive expiration or termination of this Contract howsoever caused. Clause 11 shall survive expiration or termination of this Contract howsoever caused for a period of seven (7) years.

21. Disclaimer of Liability

- 21.1 Grantor shall not be liable to the Institutions or any Research Personnel involved in the Research or any other person whatsoever by reason of or arising from the terms and conditions of this Contract or its approval of the Research or the provision of the Funding or the conduct of the Research by, or any breach, act or default of, the Institutions and Research Personnel. Each Institution shall assume all responsibility and liability for: -

- (a) all claims, losses, demands, actions, suits, proceedings, costs, or expenses whatsoever arising, suffered or incurred directly, from or out of any breach, act or default of such Institutions and/or its Research Personnel; and
- (b) all claims, losses, demands, actions, suits, proceedings, costs, or expenses whatsoever arising out of or in connection with any claim that the intellectual property rights of third party have been infringed as a result of the carrying out of the Research by such Institution and/or its Research Personnel.

- 21.2 Grantor shall have no liability to the Institutions or the Research Personnel merely by reason of its provision of the Funding and the Institutions shall be responsible for all acts and conduct relating to the Research, including all IP, human and animal ethical issues.

22. Compliance with Law

The Institutions and Research Personnel shall, in performing this Contract, comply with the provisions of any relevant laws, statutes, regulations, by-laws, rules, guidelines and requirements applicable to it as the same may be amended or varied from time to time.

23. General

- 23.1 The grant of the Funding and this Contract is personal to each Institution. The Institutions shall not assign or otherwise transfer any of their rights or obligations hereunder whether in whole or in part without the prior written consent of Grantor.

- 23.2 No partnership or joint venture or other relationship between Grantor and the Institutions shall be constituted as a result of this Contract.
- 23.3 Any notice given hereunder shall be in writing and shall be deemed to have been duly given when it has been delivered personally at or posted to the address of the party to which it is required or permitted to be given at such party's address hereinbefore specified or at such other address as such party shall have designated by notice in writing to the party giving such notice.
- 23.4 No failure or delay by a party in exercising any of its rights under these provisions shall be deemed to be a waiver of that right. No waiver by a party of a breach of any provision shall be deemed to be a waiver of any subsequent breach of the same provision unless such waiver so provides by its terms. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law.
- 23.5 Singapore law shall govern this Contract in all respects.
- 23.6 The Institutions, Investigators and all Research Personnel shall be bound by and will conform with all Guidelines and Policies relating to the Funding and the Research as may be in force from time to time. The terms and conditions of all Guidelines and Policies are hereby expressly incorporated into this Contract by reference. The terms of the Guidelines and Policies are subject to revision from time to time at the absolute discretion of Grantor and it is the duty of each Institution and Investigator to be updated on the terms thereof following the Grantor's communication of such revisions to the Institutions.
- 23.7 Grantor shall be entitled to disclose or otherwise make available to any Co-Funder any information, reports or other subject matter pertaining to the Research that it receives from the Institutions or any Research Personnel.

24. Entire Agreement and Variation

- 24.1 This Contract constitutes the entire agreement between the parties and supersedes all prior communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.
- 24.2 Save where expressly superseded, if any part of this Contract conflicts with any other part, that part higher in the following list shall take precedence: -
- (a) the terms and conditions contained in the clauses of these Terms and Conditions of A Competitive Grant;
 - (b) the Annex(es);
 - (c) the Letter of Award;
 - (d) Approved Proposal;
 - (e) Application;
 - (f) Guidelines; and
 - (g) Policies.

25. Contracts (Rights of Third Parties) Act (Cap 53B)

Save as expressly stipulated by Grantor in this Contract or in any Policy issued hereunder, the parties hereto do not intend that any term of this Contract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act (Cap 53B) or otherwise, by any person who is not party to this Contract.

Applicable provisions on Intellectual Property pursuant to Clause 16.8

1. In consideration of the Funding provided herein, each of the Institutions hereby grant to ETPL or its nominee, an option ("Option") to (i) take an exclusive, irrevocable, perpetual, fully paid-up (subject only to revenue sharing provisions stipulated below) license to the Research IP; or (ii) obtain an assignment of all rights, title and interest in and to the Research IP to ETPL or its nominee, where it is determined that such assignment is required for the effective commercialization of the Research IP.
2. The Host Institution shall promptly inform ETPL in writing of all Research IP that may (i) require patent or other forms of intellectual property protection; and/or (ii) have commercial potential. Each Institution and Investigator shall use best efforts to identify and disclose to the Host Institution details of all such Research IP. The Host Institution shall provide ETPL with copies of all relevant invention, technology and Research IP disclosures that it receives from the other Institutions and/ or Investigators together with all other information relating to the Research IP for ETPL's consideration ("the Notification").
3. ETPL or its nominee may, but shall not be obliged to, exercise the Option. To exercise the Option, ETPL or its nominee shall, within six (6) months of its receipt of the Notification:
 - (a) identify the Research IP to be licensed or assigned; and
 - (b) communicate the exercise of the Option in writing to the Host Institution.
4. In the event that ETPL or its nominee exercises the Option, ETPL or its nominee will determine the appropriate IP Applications to be filed and be responsible for the cost associated therewith. In the case where ETPL exercises its option under paragraph 1(i) above, all IP Applications will be made in the names of the Institutions designated as proprietors of the relevant Research IP as notified to ETPL or its nominee by the Host Institution. The Institutions hereby authorise ETPL or its nominee to file and manage the IP Applications and agree to give ETPL or its nominee reasonable assistance in prosecuting the IP Applications and will execute or cause to be executed all assignments and other instruments and documents as may be necessary or appropriate.
5. Where ETPL or its nominee exercises the Option, ETPL or its nominee agrees that it shall share with the Host Institution fifty percent (50%) of the Net Revenue. The Host Institution shall be responsible for any further sharing and/or distribution of its share of the Net Revenue with the other Institutions in accordance with any agreement amongst themselves *inter se*. Each Institution shall be responsible for distributing to its own staff inventors a proportion of the Net Revenue allocated to it in accordance with any revenue sharing policy that it might have. The sharing of Net Revenue as aforesaid shall constitute good and sufficient consideration for the grant of the licence or assignment following ETPL or its nominee's exercise of the Option and no further payment or consideration is otherwise required.

Applicable provisions on Intellectual Property pursuant to Clause 16.9

1. The Institutions may, but shall not be obliged to, appoint A*STAR (acting through its commercialization arm ETPL) to commercialise any Research IP on their behalf. In such event, the following provisions of this Annex 2 shall apply:
 - (a) A*STAR or its nominee may require the Institutions to grant to A*STAR or its nominees (i) an exclusive, irrevocable, perpetual, fully paid-up (subject only to the revenue sharing provisions specified below) licence to such Research IP; or (ii) an assignment of all rights, title and interests in and to such Research IP to A*STAR or its nominee where it is determined by A*STAR or its nominee that this assignment is required for the effective commercialisation of such Research IP.
 - (b) The Host Institution shall promptly inform A*STAR or its nominee in writing of all such Research IP that may (i) require patent or other forms of intellectual property protection; and/or (ii) have commercial potential. Each of the Principal Investigator and Co-Investigators shall use best efforts to identify and disclose to the Host Institution details of all such Research IP. The Host Institution shall provide A*STAR or its nominee with copies of all relevant invention, technology and Intellectual Property disclosures that it may receive from the other Institutions and/ or the Investigators together with all other information relating to the Research IP.
 - (c) All applications for protection of such Research IP will be made in the names of the parties designated by the Host Institution as proprietors of such Research IP. A*STAR or its nominee may, at its option, require the Institutions to authorise A*STAR or its nominee to file and manage the patent and other applications. In such event, the Institutions and Investigators agree to give A*STAR or its nominee reasonable assistance in obtaining protection for such Research IP and in the filing, preparation and prosecution of any patent or other applications filed and shall execute or cause to be executed all assignments and other instruments and documents as may be necessary or appropriate.
 - (d) A*STAR or its nominee agrees to share with the Host Institution fifty percent (50%) of the Net Revenue derived from the commercialisation of all such Research IP. The Host Institution shall be responsible for any further sharing and/or distribution of its share of the Net Revenue with the other Institutions in accordance with any agreement amongst themselves *inter se*. Each Institution shall be responsible for distributing to its own staff inventors a proportion of the Net Revenue allocated to it in accordance with any revenue sharing policy that it might have. The sharing of Net Revenue as aforesaid shall constitute good and sufficient consideration for the grant of the licence or assignment following A*STAR's exercise of the Option and no further payment or consideration is otherwise required.

Collaboration Guidelines

Each Institution shall abide by the following guidelines when engaging in collaborations with any Collaborator pertaining to the Research.

1. The Institutions may engage in research collaborations involving any part or the whole of the Research with local or overseas Collaborators. Such collaborations, particularly with local Collaborators, are encouraged if the same enhance the Research and the results of the same.
2. The work in connection with the Research performed pursuant to the collaboration with the Collaborators should, to the extent possible, be carried out in Singapore. The Institutions are not permitted to contract out the whole or a substantial part of the Research to Collaborators.
3. Where possible, the Collaborators' staff should be resident in Singapore, or be re-located to Singapore to undertake the research, although it is recognized that this may not always be possible in the case of Collaborators based overseas. In particular, it is understood that where the Research (and consequently, the Funding) relate to a joint grant call with an overseas funding agency or organization, the Collaborators will be based overseas and the Collaborators' scope of work under the Research will be undertaken overseas.
4. The Collaborators are not permitted to receive, directly or indirectly, any part of the Funding, whether in cash or in the form of Assets acquired using the Funding or otherwise. All Assets acquired using the Funding must be located in Singapore and maintained within the control of the Institutions.
5. Collaborators accessing and using Assets acquired using the Funding may only do so pursuant to the terms of the research collaboration agreement that is put in place to govern the collaboration and must do so on terms which are not more favourable than that allowed to any other Singapore based organization (other than the Institutions).
6. The Institutions shall negotiate and agree upon ownership, intellectual property protection, commercialization and revenue sharing rights in respect of the Intellectual Property arising from the Research undertaken in collaboration with the Collaborators in accordance with internationally accepted standards and in the best interests of the Institutions and Singapore. All such rights shall be negotiated, agreed upon and stipulated in a formal research collaboration agreement with each Collaborator, which shall be consistent with each Institution's obligations under this Contract.
7. Minimally, the Institutions shall ensure that the Research IP shall be owned according to inventorship¹ and that all revenues and other consideration derived from the use and commercial exploitation of the Research IP shall be shared between the Institutions and

¹ If the Institutions' staff, students, employees or sub-contractors are the sole inventors/creators of the Intellectual Property, then such Institutions shall own all of such Intellectual Property. If the Intellectual Property is jointly invented/created with the Collaborator's staff, students, employees or sub-contractors then such Intellectual Property may be jointly owned by the Institution concerned and the Collaborator as joint tenants.

the Collaborators in accordance with the overall contributions² of the Institutions and the Collaborators. The Institutions shall not cede complete ownership of the Research IP to the Collaborator where the Collaborator or its staff has no inventive contributions without the prior written consent of Grantor- that is to say, in no event shall the Institutions or any one of them give up ownership where the Institutions' staff, employees, students, agents or contractors are inventors or creators of the Research IP in question.

8. The Institutions shall keep Grantor informed of its negotiations with the Collaborators and the terms of the agreement and details of the same in a timely fashion.
9. The Institutions must at all times reserve the right to use the Research IP for their own research and development purposes and to make the same available to the local research community at least for non-commercial research and development purposes.

² Contributions shall include inventive contributions, financial contributions as well as in-kind contributions, such as access to and use of background IP, equipment, plant and machinery, facilities, materials and other assets.