

TERMS AND CONDITIONS OF SERC GRANTS**1. Definitions****1.1** In this Contract, unless the contrary intention appears:-

“Application” means the application for the Funding submitted to A*STAR 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 A*STAR (together with all modifications, amendments and revisions required by A*STAR);

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

“Audited Financial Statements” means the statement of accounts relating to the Research and the use of the Funding by the Institutions audited in accordance with the Singapore Standards on Auditing and to be submitted to A*STAR by the Host Institution in accordance with clause 12.5;

“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 A*STAR;

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

“Contract” means collectively these Terms and Conditions of SERC Grant, the Letter of Award, Application, Approved Proposal, and Guidelines;

“Deliverables” means the tangible outcomes of the Research to be achieved by the Institutions and Investigators as specified in Schedule 2;

“Final Report” means the report described in clause 12.4;

“Funding” or “Funds” means the amount or amounts payable under this Contract for each project as specified in Schedule 1 and the Letter of Award;

“Guidelines” means the applicable guidelines for application for SERC grants in the current year and includes all instructions to applicants (if any) and all Application Forms;

“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 and administering the Funding;

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

“Intellectual Property” includes 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), maskworks and integrated circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

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

“Letter of Award” means the letter issued by A*STAR preceding these Terms and Conditions of SERC Grants under which the grant of the Funds is made to the Institutions;

“Material” includes 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 Schedule 2;

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

“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 A*STAR by itself or on behalf of or together with any Co-Funder in relation to the Funding provided under this Contract;

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

“Research” means the research project approved by A*STAR as described in the Approved Proposal subject to any modifications or amendments thereto made in accordance with clause 13;

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

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

“Yearly Financial Report” means the report described in clause 12.2;

“Yearly Progress Report” means the report described in clause 12.3.

2. Funding

- 2.1 Subject to the provisions of this Contract, the Funding shall be provided during the Term, unless the Funding and/or this Contract are terminated earlier.
- 2.2 Subject to all necessary approvals required, A*STAR agrees to pay the Funds to the Host Institution in accordance with the budget breakdown (according to the EOM, OOE and Equipment votes) and in the manner specified in Schedule 1. Virement of funds between each of the budget allocations specified above which cumulatively exceeds 30% of the original grant amount of the vote to be vired into or vired from (whichever is lower) shall not be made without the prior written consent of A*STAR.
- 2.3 A*STAR shall also provide the Funding as specified in the Letter of Award. The eligibility of the Institutions to receive this support is at the absolute discretion of A*STAR.
- 2.4 A*STAR shall have the right to unilaterally vary or withdraw the amount of the Funds at its absolute discretion and without having to assign any reason therefor.
- 2.5 The Funds shall be used for and in connection with the Research only and for no other purpose.
- 2.6 The Principal Investigator and each Co-Investigator shall use their 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. The Institutions shall ensure that the Research Personnel within their employ will undertake and properly discharge the foregoing obligations.
- 2.7 The Institutions and Investigators 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 A*STAR's prior written consent, such consent not to be unreasonably withheld.
- 2.8 All Funds shall be placed in an interest bearing account. Any interest generated from the Funds shall be returned to A*STAR during the quarterly requisitions or netted off from further amounts of the Funds requested as determined by A*STAR.

3. Accuracy of Information/Malpractice

The Institutions and Investigators warrant that the information contained in the Application, all reports referred to in this Contract and any other information submitted to A*STAR relating to the Research or the Funding are complete, accurate and not misleading. A*STAR regards inaccurate and misleading information as including, false or improper reports of financial accounts, improper claims, submission of false or improper documents, claiming fictitious track records, inflating or failure to report funds obtained from other sources, false or inaccurate claims that proper approvals (including IRB approvals) have been obtained, false or inaccurate reports on the progress of the Research and achievement of Milestones and Deliverables, status of collaborations with third parties relating to the Research, and false claims in the publication record, e.g. describing a paper as being published even if it has only been submitted.

4. Administration of the Funding: activities and facilities and types of work

- 4.1 The Host Institution, each Partner Institution and the Principal Investigator and each Co-Investigator will ensure that the Research is carried out and the Funds used in accordance with this Contract in a diligent and competent manner. The Host Institution shall be responsible for the administration, co-ordination and apportionment of the Funding with regards the indirect costs among the Institutions.
- 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 A*STAR, and reporting requirements for and on behalf of all the Institutions and Investigators and for this purpose, the Host Institution shall establish, within its organisation, the Office of Research to facilitate these responsibilities. A*STAR reserves the right to communicate directly with such offices within the Institutions where it deems necessary or expedient on matters relating to this Contract. The chief executive officer or the equivalent shall represent the Host Institution. Where the chief executive officer is also the Principle Investigator, the Host Institution shall appoint another person to represent the governing body to which the chief executive officer reports.
- 4.3 The Host Institution is responsible for:-
- (a) ensuring that all Research Personnel are made aware of their responsibilities and that they observe 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 in the conduct of their research, exhibiting impeccable scientific integrity and following the prevailing guidelines on good research practices applicable in Singapore and in the absence of such local guidelines, in accordance with internationally established guidelines;
 - (d) monitoring the scientific progress of the Research towards achievement of the Milestones and Deliverables and reporting to A*STAR any deviations or anticipated problems which may materially affect the Research;
 - (e) where applicable, ensuring that local Institutional Review Board, 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. The Host Institution and each Partner Institutions shall put in place proper procedures and guidelines to ensure regular and effective monitoring of the Research by the IRB or ethics committee to ensure the Research is undertaken without any breach of ethics;
 - (f) where applicable, ensuring 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;

- (g) ensuring that all necessary regulatory body licences or approvals for the Research have been granted prior to the commencement of any work under the Research;
- (h) where applicable, ensuring that any clinical trials conducted as part of the Research, are conducted in accordance with the Singapore Guidelines for Good Clinical Practice as the same may be amended from time to time or such other applicable guidelines;
- (i) where applicable, 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 whilst work is in progress;
- (j) ensuring that all Research Personnel involved in animal research and in the breeding, housing and care of animals, are properly trained and supervised;
- (k) ensuring that A*STAR is immediately notified of any development that will adversely affect the progress of the Research;
- (l) maintaining proper expenditure records of the Funds and making these records available to A*STAR when requested.

The Principal Investigator and Co-Investigators shall do all acts reasonable and necessary to ensure that all steps and actions that are required of them are undertaken for the proper performance of the Research and in order to ensure that the provisions of this Contract, in particular clause 4.2, are not breached.

- 4.4 Each Institution is responsible for ensuring that all clinician Investigators under their employ or otherwise contracted by them and working under the Research (if any) are aware that they are individually responsible for maintaining appropriate professional indemnity insurance coverage. A*STAR will not meet the costs of such cover.
- 4.5 The Host Institution and each Partner Institution must have in place adequate systems for ensuring the quality of research that is carried out by their staff so that scientific misconduct (e.g. plagiarism, falsification of data, improper selectivity of data) and unethical behaviour can be prevented. The Institutions shall have effective mechanisms for identifying scientific and ethical misconduct and clearly publicised and agreed procedures for investigating allegations of such misconduct and unethical practices. It is the duty of the Institutions and each Investigator to keep A*STAR informed of all incidents or allegations of such misconduct or breach at the earliest opportunity.
- 4.6 A*STAR will not be obliged to extend the Term if any student under the supervision of any Investigator is unable to so complete their course of study or for any other purpose.
- 4.7 The Institutions shall not use the Funding for purposes specifically excluded in the Guidelines or this Contract.
- 4.8 Funds approved under direct costs may not be used for:-
 - (a) costs of capital works and general infrastructure (including costs associated with the establishment and running of the Grant Administration Office) unless expressly approved in writing by A*STAR;

- (b) salaries of Research Personnel not provided for in the approved budget;
- (c) salaries or other payments to the Principal Investigator or any Co-Investigator;
- (d) research support for Research Personnel not resident in Singapore unless specifically approved by A*STAR in writing;
- (e) international students' fees or other stipends or awards to students;
- (f) overhead expenses, for example, rent and utilities;
- (g) payment of professional fees, including fees payable to auditors, solicitors and consultants;
- (h) payment of expenses related to the patenting or commercial exploitation of the results of the Research; and
- (i) fines and penalties.

4.9 Funds approved under indirect costs shall not be used for patent costs, commercialisation expenses, fines and penalties, and any other activity not related to research.

5. Commencement of Research

A*STAR Funding supported Research must commence within two (2) months and key Research Personnel (as determined by A*STAR) shall be recruited within six (6) months of the date of the Letter of Award (or such other period as determined by A*STAR where recruitment is to be in phases), otherwise the offer of the grant may be withdrawn at the absolute discretion of A*STAR. The Research shall be deemed to have commenced if scientific work on the Research has started and not merely the acquisition of Assets or Materials. In the case of some specific projects the periods allowed may be shorter, and this will be set out in the Letter of Award. Only in exceptional circumstances will A*STAR waive this rule and a case must be made in writing to A*STAR well in advance of the 2-month or 6-month grace period. A*STAR shall have no liability or obligation to the Institutions in respect of such withdrawal of the award.

6. Research Personnel

6.1 The Institutions shall ensure that the Research Personnel will conduct the Research in a diligent and competent manner and will comply with this Contract. The Research Personnel shall be employed or otherwise engaged by the respective Institution which shall be responsible for all human resource management issues.

6.2 The Host Institution shall provide each Partner Institution, the Principal Investigator and each Co-Investigator with a copy of this Contract and the Acceptance Form for signature and return the duly signed Acceptance Form together with all other required documents to A*STAR within the time stipulated.

- 6.3 If the Principal Investigator and Co-Investigators are at any time during the term of a Project no longer able to continue the Research, the Research may be continued under another Principal Investigator or Co-Investigator provided that the Host Institution or Partner Institution, as the case may be, is able to satisfy A*STAR that the replacements have the necessary qualifications and ability to take over and discharge this responsibility. All such changes must be expressly approved in writing by A*STAR. Failure to fulfil this requirement could result in immediate termination of the Funding and this Contract.
- 6.4 In order to ensure that Research supported by the Funding is, as far as possible, used to provide higher levels of research training and continuing development for researchers which may subsequently be pursued in academia, industry, commerce or the wider public sector, the Institutions shall ensure that research supervisors, mentors and sponsors provide effective research environments for the training and development of researchers. In addition, the Institutions shall put in place systems of:-
- (a) supervision, in order that researchers and trainees employed through use of the Funding gain the maximum benefit from the training and development opportunities provided in the research environment in which they work;
 - (b) regular review, enabling the researcher and his/her supervisor – and ultimately the Institutions, as the employer, to form the best possible assessment of and feedback on, the individual's potential, whether for a research career in academia, industry, commerce, the wider public sector or in some other direction.
- 6.5 The Institutions agree to employ or otherwise engage Research Assistants who are Singapore citizens and/or Singapore Permanent Residents of ASEAN origin to be deployed in the work under the Research. For Research Fellows, the Institutions agree to use reasonable efforts to employ or otherwise engage Singapore citizens and/or Singapore Permanent Residents unless such expertise is not available or the skills of any foreign person are necessary for the proper performance of the Research. The Host Institutions shall complete and return the form attached in Schedule 3 to A*STAR prior to the commencement of the Research. This form must be updated by the Host Institutions to include particulars of existing and new Research Personnel when quarterly fund requisitions are submitted.
- 6.6 The Host Institution must notify A*STAR of any Research Personnel who cease to be employed by any Institution. If the Research Personnel involved in that change is the Principal Investigator or any Co-Investigator, the Host Institution and the Principal Investigator or Co-Investigator concerned must provide, for A*STAR's approval, a written proposal outlining arrangements for the continuation of the Research and the continued administration of the Funding. Approval for such transfer may be given or withheld at A*STAR's absolute discretion and if given, on terms and conditions to be determined by A*STAR.
- 6.7 If the Principal Investigator or Co-Investigators leave their Institution and A*STAR's approval is not given for arrangements for the continuation of the Research and the continued administration of the Funding, the Funding may be terminated at A*STAR's absolute discretion.

7. Milestones and Deliverables

The Institutions shall, and shall procure that the Investigators shall use their best efforts to achieve and produce the Milestones and Deliverables stipulated in Schedule 2.

8. Disbursement of Funds

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

- (a) Subject to the Institutions and Investigators meeting the Milestones and after A*STAR's receipt of requisitions submitted by the Host Institution, Funds for direct costs will be disbursed quarterly and Funds for indirect costs will only be disbursed at the end of each fiscal year. All requisitions shall be sent directly to "Finance, A*STAR", using the forms specified in Schedule 4, Schedule 4.1 and Schedule 4.2.
- (b) Detailed schedules of expenditure incurred for the previous quarter and certified correct by the chief financial officer (or his authorised nominee) of the Host Institution must accompany the quarterly Funds requisitions. The Host Institution is also required to provide a detailed cumulative listing of all equipment acquired and the expenses incurred up to the previous quarter.
- (c) The approved Funds will be disbursed to the Host Institution who shall be responsible for distribution of the funds to the Partner Institutions. A*STAR reserves the sole discretion not to approve any disbursement of the Funds.

9. Accounts, Audits and Monitoring

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

9.2 The Host Institution is responsible for monitoring the expenditure of the Funding and certifying to A*STAR that the Funding has been expended and the progress of the Research is satisfactory in the Yearly Progress Report. If at any time, in the opinion of A*STAR, the Funding is not being expended in accordance with this Contract, the Host Institution shall (following its receipt of notice issued by A*STAR to this effect) take all action necessary to minimize further expenditure in relation to the Funding and inform A*STAR immediately of the action taken.

9.3 A*STAR may conduct ad hoc on-site reviews and audits to ensure that the terms of this Contract are being, or were met and that reports submitted to A*STAR are an accurate statement of compliance by the Host Institution. Persons nominated by A*STAR to conduct these reviews and audits are to be given full access by the Institutions, if required, to all accounts, records, documents and premises in relation to the Funding and its administration.

10. Return of Unused Funds

All unused funds at the completion of the Project shall be returned to A*STAR within three (3) months of the end of the Term or termination of the Research or this Contract, whichever is earlier. The Host Institution shall submit the Final Statement of Account for the Project using the form specified in Schedule 4.3.

11. Access to Premises and Records

11.1 The Institutions shall, at all reasonable times, give to A*STAR or its authorized representatives:-

(a) unhindered access to:-

(i) the Research Personnel and other employees of the Institution engaged in the Research;

(ii) premises occupied by the Institution; and

(iii) the Assets and Material; and

(b) reasonable assistance to:

(i) inspect the performance of the Research;

(ii) to locate and inspect the Assets and Material; and

(iii) make copies of Material (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 A*STAR; and

(b) the Institution's reasonable security procedures.

11.3 If a matter is being investigated which, in the opinion of A*STAR, or its authorized representative, may involve an actual or apprehended 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 A*STAR, the Institutions shall provide any information required by A*STAR for monitoring and evaluation purposes relating to the Research.

11.5 This clause shall survive the expiration or earlier termination of this Contract.

12. Reporting Requirements

12.1 The Host Institution must submit the following reports and statements, in accordance with this Contract and in the format required by A*STAR where applicable and in accordance with the time-lines specified below.

12.2 Yearly Financial Report

- (a) The Host Institution shall submit the Yearly Financial Report no later than 31 July of each year during the Term. The Yearly Financial Report should be for the period / year ended 31 March of each year during the Term. A*STAR will provide the Host Institution with a proforma for this report.
- (b) The Yearly Financial Report must be audited by the Host Institutions' internal or external auditors and certified as correct by the chief financial officer or chief executive officer of the Host Institution and counter-signed by the Principal Investigator. The Yearly Financial Report must contain all relevant information on all expenditure under the Research, including:-
 - (i) any unspent Funds to be recovered by A*STAR;
 - (ii) any unspent Funds that the Host Institution is seeking to have carried over into the next year and the reasons and justifications therefor;
 - (iii) contributions from industry or other collaborators;
 - (iv) a listing of Assets acquired.
- (c) If the Yearly Financial Report is not provided, further disbursement of Funds will not be made until the Yearly Financial Report is submitted.

12.3 Yearly Progress Report

- (a) The Host Institution shall submit to A*STAR the Yearly Progress Reports prepared by the Principal Investigator and Co-Investigators in respect of the scientific progress and results of Research every year, with the first report due twelve (12) calendar months after the commencement of Funding or earlier if requested by A*STAR, on a proforma which will be made available by A*STAR. If the Yearly Progress Report is not provided, further disbursement of Funds will not be made until the Yearly Progress Report is submitted.
- (b) A*STAR will review the outcomes reported against the objectives of the Research as stated in this Contract, the Application, the Approved Proposal or any approved revised budget, aims and research plan. The Host Institution will be contacted for further information if the Yearly Progress Report is deemed inadequate or unsatisfactory.
- (c) If A*STAR is not satisfied with the progress of the Research, further payment of Funds will not be made until satisfactory progress has been made. If satisfactory progress is still not achieved, the Funding will be terminated.
- (d) Unsatisfactory progress on the Research will be noted against any further applications under any A*STAR scheme submitted by, or on behalf of each of the Institutions or the Principal Investigator or Co-Investigators and will be taken into account in the assessment of those applications.

12.4 Final Report

- (a) The Host Institution shall ensure that the Final Report (on a proforma which will be made available by A*STAR) is provided for the Research within three (3) months of the end of the Term. The Final Report shall contain a complete inventory of the Assets and Materials. A*STAR will review the outcomes against the objective(s) of the Research as stated in this Contract, the Application, Approved Proposal or any approved revised budget, aims and research plan.
- (b) The provisions of clause 12.3 (b) to (d) shall mutatis mutandis apply to the Final Report.
- (c) Applications for any other A*STAR funding submitted by or on behalf of any of the Institutions, the Principal Investigator or Co-Investigators on any Research for which the Final Report is outstanding will be deemed ineligible.

12.5 Audited Financial Statement

The Host Institution shall submit an Audited Financial Statement no later than 31 July of each year during the Term, following the calendar year for which the Funding was awarded.

13. **Changes in Project**

No material amendments, alterations or changes shall be made to the Research without A*STAR's prior written approval. Save as aforesaid, the Host Institution shall forthwith keep A*STAR informed in writing of all other amendments, alterations or changes made to the Project. For the purposes of this clause, "material amendments, alterations or changes" shall mean those amendments, alteration or changes that have a material effect on the scope, nature, direction or purpose of the Research.

14. **Insurance**

The Host Institution and each Institution shall effect and maintain adequate insurance or similar coverage to cover any liability arising as a result of its participation in the Research and if requested, provide A*STAR with a copy of the relevant policies. The Institutions shall be responsible for effecting all insurance required under Worker's Compensation legislation and for taking all other action required as an employer.

15. **Publications of Results and Findings**

- 15.1 Subject to the provisions of this clause 15, the Host Institution and any Partner Institution 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 Host Institution shall be responsible for furnishing to A*STAR copies of such proposed publication or presentation in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. A*STAR or its nominee shall within twenty one (21) days of receipt of the proposed publication or presentation forward its written objections to the same if A*STAR believes that there is patentable subject matter which needs protection contained in the proposed publication or presentation. If no objection is made to the proposed publication or presentation within the stipulated time, the Institution concerned shall be free to proceed with the publication or presentation.
- 15.3 In the event that A*STAR objects to any such publication or presentation on the basis that the same would disclose patentable information, the Institution and each Investigator shall refrain from making such publication or presentation for a period of ninety (90) days (or such shorter period as A*STAR may agree and which shall not be less than sixty (60) days in any event) from date of receipt of such objection in order for the relevant patent application(s) to be filed.
- 15.4 All publications shall acknowledge the funding support provided by A*STAR and where appropriate, the scientific and other contributions of the Institutions and Principal Investigator and Co-Investigators in accordance with established norms.
- 15.5 The Host Institution shall submit one (1) copy of all such publications to A*STAR for record purposes.

16. Intellectual Property Rights

- 16.1 Subject to clause 16.2, all Intellectual Property howsoever arising from the Research shall, at the first instance, be the property of the Host Institution and Partner Institutions in such proportions they may determine.
- 16.2 In consideration of the Funding provided herein, the Host Institution and each Partner Institution hereby grant to A*STAR and its nominees, an option to (i) take an exclusive, irrevocable, perpetual, fully paid-up (subject only to the royalty sharing specified in clause 16.6 below) licence to all Intellectual Property; and (ii) require the Institutions to assign all rights, title and interests in and to the Intellectual Property to A*STAR where it is determined by A*STAR that this assignment is required for the effective commercialisation of the Intellectual Property ("the Option").
- 16.3 The Host Institution shall promptly inform A*STAR in writing of all Intellectual Property 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 Intellectual Property. The Host Institution shall provide A*STAR with copies of all relevant invention, technology and Intellectual Property disclosures that it may receive from the other Partner Institutions or the Principal Investigator or Co-Investigators together with all other information relating to the Intellectual Property for A*STAR's consideration ("the Notification").
- 16.4 A*STAR may, but shall not be obliged to, exercise the Option within six (6) months from the date of A*STAR's receipt of the Notification. Exercising the Option means, within six (6) months of A*STAR's receipt of the Notification, A*STAR or its nominees shall:
- (a) identify the Intellectual Property to be licensed or assigned; and

- (b) communicate the exercise of the Option in writing to the Host Institution.

For avoidance of doubt, the mere fact that A*STAR decides to file a patent application pursuant to clause 15 shall not result in the exercise of the Option. If at the end of the six (6) month period A*STAR decides not to exercise the Option, A*STAR may transfer the patent or other applications to the Institutions or abandon the same if the Institutions decline the transfer or the terms offered by A*STAR.

16.5 If A*STAR exercises the Option:

- (a) A*STAR shall be responsible for all Intellectual Property protection and the cost associated therewith.
- (b) All applications for protection of the Intellectual Property shall be made in the names of the Institutions designated as proprietors of the relevant Intellectual Property as A*STAR is notified by the Host Institution. The Institutions hereby authorise A*STAR or its nominee to file and manage the patent and other applications and agree to give A*STAR reasonable assistance in obtaining protection for the Intellectual Property and in the filing, preparation and prosecution of any patent or other applications filed and will execute or cause to be executed all assignments and other instruments and documents as may be necessary or appropriate.

16.6 Where A*STAR exercises the Option, A*STAR agrees that it shall share with the Host Institution 50% of the Net Revenue derived from the commercialisation of all such Intellectual Property. The Host Institution shall be responsible for any further sharing and/or distribution of its share of the Net Revenue with the other Partner 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.

16.7 The term "Net Revenue" as used in this Contract shall mean the net balance remaining after deduction from the gross proceeds actually received by A*STAR from the commercialisation of the Intellectual Property the following amounts:-

- (a) 15% of the gross proceeds on account of overhead expenses; and
- (b) all reasonable and actual out-of pocket costs, including legal and patent attorneys' and professional fees and other costs and expenses, incurred by A*STAR or its nominees in the preparation, filing, prosecution and maintenance of any patent and other applications to protect the Intellectual Property and in the commercialisation of the Intellectual Property and any applicable taxes imposed on the transference of the Net Revenue to the Host Institution.

16.8 The agreement to share 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 shall be required therefor.

16.9 If A*STAR does not exercise the Option, the Institutions shall be entitled, subject to the provisions of clause 16.10, to undertake the commercialisation of the Intellectual Property.

16.10 In the event the Institutions or any of them or the Research Personnel or any other person licence or otherwise commercialise the Intellectual Property then the Host Institution shall ensure that 50% of the Net Revenue (computed on the basis specified in clause 16.7 above) shall be paid to A*STAR. It shall be the responsibility of the Host Institution to promptly report to A*STAR all commercialisation activities relating to the Intellectual Property and to promptly account to A*STAR its share of the Net Revenues.

17. Third Party Collaborations

17.1 The Institutions may undertake work on the Research in collaboration with a Collaborator subject to the following conditions.

17.2 The Institutions and the Collaborators shall enter into a written agreement that includes conditions about:-

- (a) the role of the Collaborator in the Research;
- (b) the provision of cash or in-kind contributions to the Research by the Collaborator; and
- (c) the work to be undertaken by the Collaborator and its scientific contributions.

Unless the collaboration is first introduced after the Research has commenced, the Institutions shall enter into the collaboration agreement with the collaborator before commencing the Research.

17.3 All agreements with Collaborators must conform with the Collaborator Guidelines specified in Schedule 5. For avoidance of doubt, Collaborators are not entitled to receive (directly or indirectly) any portion of the Funds.

17.4 The Host Institution must ensure that A*STAR is kept informed of the progress on the work under the collaboration in the Yearly Progress Reports and the Final Report.

17.5 The Host Institution is responsible for providing A*STAR with copies of the relevant collaboration agreement between the Collaborator and the Institutions as well as all amendments, modifications or revisions thereto.

17.6 If the Collaborator is not prepared to grant A*STAR the Option on the terms specified in clause 16, then the Host Institution shall inform A*STAR and the parties (including the Collaborator) shall negotiate terms relating to the Intellectual Property protection and commercialisation which are mutually acceptable to all parties.

17.7 The Host Institution and each Partner Institution shall promptly inform A*STAR if any aspect of the Research is the product of or otherwise relates to results obtained from a previous collaboration and the terms and conditions of any encumbrances on the relevant Intellectual Property which may adversely affect A*STAR's rights under clause 16.

18. Ownership and Use of Assets

- 18.1 Subject to the provisions of this clause 18, the title and ownership of the Assets and Materials will vest in the Institutions as determined by them. 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.
- 18.2 At the reasonable request of A*STAR or any other local publicly funded research institute, research centre or other specialty centre, university polytechnic ('Approved Third Parties') the Assets shall (during the course of and after completion of the Research) be made accessible to the Approved Third Parties at no charge except that; (i) such use of the equipment and accessories are subject to availability; 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 not otherwise involved in the Research to use the Assets for purposes other than the Research Provided Always that such use shall; (i) be restricted to R&D work within the Institutions; or (ii) be allowed only during the times that the Assets are not being used for the Research; and (iii) will not affect or otherwise prejudice the obligations and undertakings of the Institutions as contemplated under this Agreement
- 18.4 At the end of the Research, A*STAR shall have the option to require the Institutions to transfer ownership or make available the use of any of the Assets and Materials to A*STAR or any other person or body at no cost.
- 18.5 All fees, charges, levies collected by the Institutions from the use of the Assets shall be accounted to A*STAR.

19. Early Termination

- 19.1 This Contract shall cease and termination at the end of the Term unless expressly extend in writing by A*STAR.
- 19.2 A*STAR reserves the right to suspend or terminate the Funding at any time at its absolute discretion and without assigning a reason for such termination by giving the Host Institution fourteen (14) days' written notice. The Institutions shall have no claim whatsoever in respect of any such suspension or termination and undertake not to challenge or contest in any way A*STAR's rights to effect such suspension or termination.
- 19.3 A*STAR may terminate the Funding immediately and without notice upon the occurrence of any of the following:-
- (a) a breach in the terms and conditions of this Contract by the Institutions or any Research Personnel;
 - (b) scientific misconduct relating to the Research;
 - (c) where applicable, ethical issues, including issues on patient safety;
 - (d) non-compliance with the provisions of clause 5;

- (e) the work under the Research is diverging markedly from that specified in the Approved Proposal (including lower than predicted recruitment rates in trials) – the Host Institution must inform A*STAR immediately if it is aware of this;
 - (f) Deliverables specified at the time of the grant have not been reached;
 - (g) work has stopped on the Research or the Principal Investigator or Co-Investigators have ceased to be actively involved in the Research – again A*STAR must be informed by the Host Institution immediately this situation arises;
 - (h) an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Host Institution or any Partner Institution;
 - (i) the Host Institution or any Partner Institution makes any voluntary arrangement with its creditors; or
 - (j) the Host Institution or any Partner Institution goes into liquidation; or
 - (k) the Host Institution or any Partner Institution ceases or threatens to cease, to carry on business;
 - (l) for any other reason that, in the opinion of A*STAR, makes the continued performance of the Research not viable.
- 19.4 If A*STAR terminates an award of the Funding early, A*STAR may, but shall not be obliged to meet costs properly and necessarily incurred under the grant up to the termination date.
- 19.5 Upon termination of the Funding under this clause 19, A*STAR may require the Host Institution and/or each Partner Institution to return all or some of the Funds previously disbursed by A*STAR.
- 19.6 Upon termination of the grant under this clause 19:
- (a) the Host Institution and each Partner Institution shall take all action necessary to minimise further expenditure under the Funding; and
 - (b) A*STAR will recover monies that have not been expended under the Funding.
- 19.7 The provisions of clauses 3, 9, 10, 11, 12.4, 12.5, 14, 15, 16, 18, 19, 20 and 22.1 shall survive termination of this Contract howsoever caused.

20. Disclaimer of Liability

- 20.1 A*STAR shall not be liable to the Institutions, Principal Investigator, Co-Investigators and other 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. The Institutions shall jointly and severally indemnify and hold harmless A*STAR against:-

- (a) all claims, losses, demands, actions, suits, proceedings, costs, or expenses whatsoever which A*STAR may suffer or incur directly or indirectly, from or out of any breach, act or default of the Institutions and/or 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 has been infringed in connection with or in the carrying out of the Research.
- 20.2 A*STAR shall have no liability to the Institutions or the Research Personnel merely by reason of its provision of the Funds and the Institutions shall be responsible for all acts and conduct relating to the Research, including all human and animal ethical issues.
- 20.3 The indemnity referred to above shall survive the expiration or termination of this Contract howsoever caused.

21. Compliance with Law

The Host Institution and each Partner Institution as well as the Principal Investigator, Co-Investigators, Research Personnel and all other persons involved in the Research shall in carrying out 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.

22. General

- 22.1 The grant of the Funding and this Contract is personal to the Institutions and 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 A*STAR.
- 22.2 No partnership or joint venture or other relationship between A*STAR and the Institutions shall be constituted as a result of this Contract.
- 22.3 Any notice given hereunder shall be in writing and shall be deemed to have been duly given when it shall be 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.
- 22.4 No failure by a party to exercise and no delay in exercising any right power or privilege under these terms and conditions shall operate as a waiver nor shall any single or partial exercise of any power or privilege preclude any further exercise thereof or the exercise of any other right power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law.
- 22.5 The obligations and liability of the Host Institution, Partner Institutions, Principal Investigator and Co-Investigators under this Contract shall be joint and several.
- 22.6 Singapore law shall govern this Agreement in all respects.

22.7 Each Institution, Investigator and all Research Personnel shall be bound by and will conform with all SERC Policies relating to this grant, the funding and the Research as may be in force from time to time. The terms and conditions of all SERC Policies are hereby expressly incorporated into this Contract by reference. The terms of the SERC Policies are subject to revision from time to time at the absolute discretion of A*STAR and it is the duty of each Institution and Investigator to be updated as to the terms thereof.

23. Entire Agreement and Variation

23.1 This Contract, including Schedules, constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.

23.2 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 SERC Grant;
- (b) the Schedules;
- (c) the Letter of Award;
- (d) Approved Proposal;
- (e) Application;
- (f) Guidelines and
- (g) Policies.

24. Third Party Contracts (Rights of Third Parties) Act (Cap 53B Rev. Ed. 2003)

Save as expressly stipulated by A*STAR in this Contract or in any Policy issued hereunder, the parties hereto do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act (Cap 53B Rev Ed 2003) or otherwise, by any person who is not party to this Agreement.