

**TERMS AND CONDITIONS OF THE ONE HEALTH ANTIMICROBIAL RESISTANCE  
RESEARCH PROGRAMME (OHARP)**

**1. Definitions**

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

“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 the NCID 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 the NCID (together with all modifications, amendments and revisions required by the NCID);

“Approved Third Parties” means the NCID, 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 assets purchased or acquired using the Funds but do not include Research IP or consumables;

“Background IP” or “BIP” has the meaning set out in Clause 14.1;

“Collaborator” means any person, agency, organisation, 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 public (including the Government) or private organisation, agency, institution, body, association (unincorporated or otherwise) or corporation which co-funds any part of the Funding under this Contract whether through or together with the NCID, and includes the partners under Singapore’s One Health National Strategic Action Plan: the Ministry of Health, the National Environment Agency, the National Parks Board, the Public Utilities Board and the Singapore Food Agency (collectively, “Co-Funders”);

“Contract” means collectively these Terms and Conditions, 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 that Institutions and Investigators shall aim to achieve, as specified in the Approved Proposal;

“Director of Research” means the person identified as leading the Office of Research, or is appointed to lead the Office of Research;

“Final Report” means the report described in Clause 10.7;

“Final Claims” has the meaning set out in Clause 9.1;

“Final Statement of Account” has the meaning set out in Clause 9.1;

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

“Guidelines” means the applicable guidelines for application for grants from the NCID and the management of OHARP, 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, institution, or administering organisation named in the Letter of Award as the “Host Institution” and as the body responsible for undertaking and managing the Research;

“Indirect Costs” means costs incurred for common or joint objectives of different projects (e.g. providing research space, general research administration and utilities) and which therefore cannot be readily attributed to a particular research project (including but not limited to 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 the Research Personnel identified as Investigators in the Letter of Award and “Investigator” shall mean any one of them;

“IRB” refers to the relevant institutional review board;

“Lead Principal Investigator” means the Investigator identified in the Letter of Award as the overall lead in the conduct of the Research;

“Letter of Award” means the letter issued by the NCID preceding these Terms and Conditions of the One Health Antimicrobial Resistance Research Programme under which the Funds are awarded to each Host Institution;

“Materials” means documents, samples, information and data stored by any means;

“Milestones” means the agreed milestones that the Institutions and Investigators shall aim to achieve, as specified in the Approved Proposal;

“NCID” means National Centre for Infectious Diseases, which administers the One Health Antimicrobial Resistance Research Programme set out in the Letter of Award;

“Office of Research” means the office established by the Host Institution in accordance with Clause 4.3;

“One Health Antimicrobial Resistance Research Programme” means the funding programme established and jointly funded by the partners of Singapore’s One Health National Strategic Action Plan for One Health Antimicrobial Resistance (AMR) research in priority areas identified under the National Strategic Action Plan on AMR, to support One Health AMR research in informing policy, formulating intervention and guiding operations aimed at combatting AMR in Singapore.

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

“Periodic Audit Report” means the report described in Clause 10.3;

“Periodic Requisition” means the claims sent to the NCID as described in Clause 7.1(a);

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

“Research” means the project approved by the NCID as described in the Approved Proposal subject to any changes, modifications or amendments thereto made in accordance with Clause 11;

“Research IP” has the meaning set out in Clause 14.2;

“Research Personnel” means the Investigators and all other employees, consultants and agents of the Institutions who will be engaged in and/or performing the Research;

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

“Term” means the term of this Contract, beginning with the project start date for the duration of the Funding as specified in the Letter of Award and Acceptance Form, and ending on the expiration or termination of this Contract; and

“Yearly Progress Reports” means the reports described in Clause 10.5.

## **2. Funding**

- 2.1 The Funding will be provided by the NCID and used by the Institutions during the Term in accordance with this Contract.
- 2.2 The Host Institution shall ensure that the Institutions will use the Funds for the Research only, and not for any other purpose.
- 2.3 The Host Institution shall ensure that the Funds or any part thereof shall not be channelled by the Institutions to Collaborators or to fund research and development activities overseas, other than expressly allowed under this Contract,
- 2.4 The Host Institution shall ensure that the Institutions will 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 the NCID’s prior written consent, and such consent should not be unreasonably withheld.
- 2.5 The Host Institution shall ensure that the Institutions do not use the Funds for any Indirect Costs and non-fundable direct costs set out in Annex 1 of the Guidelines or for any costs incurred outside the Term of this Contract.

### **3. Accuracy of Information**

The Host Institution warrants that the information contained in the Application, all reports referred to in this Contract and any other information submitted to the NCID relating to the Research and/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, inaccurate 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 any third party or Collaborator relating to the Research; and
- (j) false or inaccurate 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 Research and Funding**

- 4.1 The Host Institution 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 ensure that each Institution and Investigator submits the Acceptance Form together with all other required documents to the NCID electronically within the time stipulated in the Letter of Award.
- 4.3 The Host Institution shall be responsible for administering and co-ordinating all matters relating to the Research, use of the Funds, communications with the NCID, and reporting requirements for and on behalf of all the Institutions. For this purpose, the chief executive officer (or equivalent office holder) of the Host Institution shall establish and exercise oversight over an Office of Research, led by a Director of Research, to facilitate such responsibilities. Where its chief executive officer or Director of Research is also the Lead Principal Investigator, the Host Institution shall appoint another non-conflicted person from its management to establish and exercise oversight over an Office of Research. Notwithstanding the foregoing, the NCID reserves the right to communicate directly with any Institution or Investigator on matters relating to this Contract.
- 4.4 The responsibilities of the Host Institution shall include, but is not limited to: -
  - (a) ensuring that all the Institutions and Research Personnel are aware of their respective responsibilities and that they comply with the terms 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 achieving the Milestones and Deliverables and reporting to the NCID 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, or other necessary approvals, are granted for the Research and that no activities 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, research ethics committee or multi-centre research 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 committees or such other bodies 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 any applicable Singapore law) conducted as part of the Research are conducted in accordance with all relevant laws, government rules and regulations, and other applicable guidelines and procedures;
  - (j) ensuring that the work under the Research complies with all relevant laws, government rules and regulations and other applicable guidelines and procedures, including those introduced while the Research is in progress;
  - (k) ensuring that all Research Personnel involved in animal research and in the breeding, housing and caring of animals are properly trained and supervised;
  - (l) ensuring that the NCID is immediately notified in writing of any development that may adversely affect the progress of the Research;
  - (m) ensuring that the NCID is immediately notified in writing upon the cessation of any Investigator's active involvement in the Research or long leave of absence (e.g. sabbatical); and
  - (n) ensuring that the NCID is immediately notified in writing if any work carried out using the Funding diverges materially from the Approved Proposal.
- 4.5 The Host Institution shall be responsible for ensuring that the Institutions and the Investigators working on the Research are aware that they are individually responsible for maintaining appropriate professional indemnity insurance coverage (if mandated under Singapore law). For the avoidance of doubt, the NCID will not be responsible for the costs of such insurance cover.
- 4.6 The Host Institution shall ensure that each Institution has in place adequate systems for ensuring the integrity of the 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. The Host Institution shall ensure that each Institution implements 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 Host Institution shall ensure that each Institution reports to the NCID all incidents or allegations of such scientific misconduct or unethical behaviour at the earliest opportunity.

- 4.7 The Host Institution shall ensure that the Institutions and Investigators shall do all things necessary to enable compliance by the Host Institution of its obligations under this Contract.
- 4.8 The Host Institution shall be responsible for monitoring the expenditure of the Funding by the Institutions and ensuring that the Funding is utilised in accordance with this Contract. In the event that the Funding is not utilised in accordance with this Contract, the Host Institution shall immediately inform the NCID in writing and provide full details of the same. The Host Institution shall also take all necessary action(s) to prevent any further use of Funding which are not in accordance with this Contract, and shall inform the NCID of all such action(s) taken and the justifications for doing so.
- 4.9 The Host Institution shall ensure that the Lead Principal Investigator informs the NCID in writing if the Research is unable to commence within three (3) months from the beginning of the Term.
- 4.10 For the avoidance of doubt, it is the responsibility of the Host Institution to ensure that the Institutions, their respective Research Personnel, Collaborators and all parties involved in the Research comply with and properly discharge the obligations as set out in this Contract. If necessary, the Host Institution shall enter into separate agreements with such other parties to ensure that they comply with and properly discharge the obligations as set out in this Contract.

## **5. Research Personnel**

- 5.1 The Host Institution shall ensure that all Research Personnel conduct the Research with due care, diligence and skill, and comply with this Contract.
- 5.2 The Host Institution is responsible for ensuring that the Research Personnel within the employ of each Institution undertake and properly discharge their obligations, including that each Research Personnel faithfully and diligently carries out or causes 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 local and internationally recognised good research practices and ethical standards.
- 5.3 The Host Institution shall ensure that if any Investigator (including the Lead Principal Investigator), is unable to continue the Research or takes a long leave of absence, the Institution engaging such Investigator shall, subject to the written approval of the NCID, appoint a successor within a reasonable time. In seeking approval, the Institution must satisfy the NCID that the proposed successor has the requisite qualifications, experience and skills to continue the Research. In the event that the Institution is unable to appoint a successor acceptable to the NCID within a reasonable time or where the nature of the appointment of the Investigator in the particular Letter of Award is non-transferable, the NCID shall have the right to terminate the Funding and/or this Contract.

## **6. Milestones and Deliverables**

- 6.1 The Host Institution shall ensure that each Institution and Investigator endeavours to achieve the Milestones and Deliverables within the timelines set out in its Approved Proposal.

## **7. Disbursement of Funds**

- 7.1 The disbursement of Funds shall be made in accordance with the following provisions:  
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- (a) The Host Institution shall be responsible for collating the claims for direct costs (excluding the non-fundable direct costs items set out in Annex 1 of the Guidelines) for which the Funding is permitted to be used from each Institution. The Host Institution shall submit the collated claims from all Institutions to the NCID for its approval on a quarterly basis (or any other interval as agreed by the NCID) ("Periodic Requisition").
- (b) The Host Institution shall ensure that each Institution shall include, with its Periodic Requisition, detailed schedules of expenditure incurred for the previous period, which are to be certified as being correct by the Institutions.
- (c) The NCID shall disburse the approved Periodic Requisition amounts to the Host Institution for the Host Institution to disburse to the Partner Institutions. The Partner Institutions shall issue their claims to the Host Institution, and the Host Institution shall be responsible for collating the claims and submitting Periodic Requisitions to the NCID, and the disbursement of the Funds to the Partner Institutions.
- (d) Disbursement of the Funds shall be subject to the due performance of and compliance with this Contract by the Institutions including, but not limited to, securing all necessary approvals (e.g. approval from the IRB for the Research), with satisfactory documentary evidence to be provided to the NCID.

## **8. Records and Audits**

- 8.1 The Host Institution shall ensure that each Institution keeps and maintains 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 where the Funding was utilised.
- 8.2 The NCID is entitled from time to time to conduct ad hoc on-site audits to ensure that the terms of this Contract are being, or were met, by the Institutions and that all information submitted to the NCID by the Institutions are accurate, correct and not misleading. In such event, Clauses 8.3 to 8.6 below shall apply.
- 8.3 Pursuant to Clause 8.2, the Host Institution shall ensure that each Institution, at all reasonable times during the Term and for five (5) years after the end of the Term, provide the NCID and its authorized representatives: -
- (a) unhindered access to all: -
    - (i) Research Personnel;

- (ii) occupied premises by the Institutions;
  - (iii) Assets and Materials;
  - (iv) accounts, records and documents in relation to the Research and Funding and its administration, kept in accordance with Clause 8.1; and
- (b) reasonable assistance to:
- (i) inspect the performance of the Research;
  - (ii) make copies of any accounts, records and documents in relation to the Research and Funding and its administration, kept in accordance with Clause 8.1, and to remove those copies where necessary; and
  - (iii) make copies of Materials (where applicable) and remove those copies where necessary.

8.4 The access rights in Clause 8.3 are subject to: -

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

8.5 In the event that the NCID is investigating a matter which, in its opinion, may involve an actual or suspected unethical conduct, or possible breach of the law or regulations, or possible breach of the terms of this Contract, Clause 8.4(a) will not apply.

8.6 Upon receipt of reasonable written notice from the NCID, the Host Institution shall ensure that each Institution and Investigator provides the NCID with all reasonable cooperation and assistance in connection with the audits and investigations.

## **9. Final Statement of Account / Final Claims**

9.1 The Host Institution shall submit two (2) sets of final statement of accounts ("Final Statement of Account") or final claims ("Final Claims") from the Institutions to the NCID. The first set of Final Statement of Account or Final Claims shall be included in the Final Report referred to in Clause 10.7 below. The second set of Final Statement of Account or Final Claims shall be submitted to the NCID, through the Host Institution, within six (6) months of the end of the Term (whether due to termination or expiry of this Contract), failing which the NCID may refuse to make further disbursements of the Funding and/or disallow further claims from such Institution. The Host Institution shall also ensure that where directed by the NCID, the relevant Institution shall return to the NCID any unused Funds.

## **10. Reporting Requirements**

10.1 The Host Institution shall ensure that each Institution submits the reports and statements set out in this Clause 10 in accordance with the format required by the NCID. Notwithstanding Clauses 10.2 to 10.9, the NCID may vary the reporting requirements of any Institution in the Letter of Award. This includes but is not limited to requiring any Institution to provide reports and statements within different deadlines or at more regular intervals. The provisions of this Clause 10 shall apply (together with any necessary adjustments) to such reporting requirements.

- 10.2 Time is of the essence with respect to the requirements and obligations set out in this Clause 10. In the event that an Institution fails to fulfil any requirement or obligation set out in this Clause 10 within the stipulated deadline or to demonstrate satisfactory progress in the Research, the NCID reserves its right to discontinue Funding to the Host Institution.

#### Periodic Audit Report

- 10.3 The Host Institution shall ensure that each Institution submits an audit report ("Periodic Audit Report") containing all relevant financial information on the Research to the NCID through the Host Institution.
- 10.4 All Periodic Audit Reports must fulfil the audit requirements specified in the audit terms of reference separately provided by the NCID.

#### Yearly Progress Reports

- 10.5 The Host Institution shall submit to the NCID, 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"). For the avoidance of doubt, the Financial Year shall begin on 1st April of each year and end on 31st March of the succeeding year. Yearly Progress Reports shall be submitted on or before 31 May (two (2) months from the end of the FY) or on such earlier date as reasonably required by the NCID. The requirement to submit the Yearly Progress Reports is waived if the start of the Term is three (3) months or less from the end of the FY.
- 10.6 The NCID will review the Yearly Progress Reports against the objectives of the Research as stated in this Contract. The Host Institution must submit and/or ensure that each Institution submits, any further information as required by the NCID, if the Yearly Progress Reports are deemed to be inadequate or unsatisfactory by the NCID.

#### Final Report

- 10.7 The Host Institution shall submit to the NCID a final report with inputs from the Institutions ("Final Report") within three (3) months from the end of the Term. The NCID will review the outcomes against the objective(s) of the Research as stated in this Contract.

#### Yearly Post-Grant Progress Reports

- 10.8 The Host Institution shall submit to the NCID, on a FY basis, progress reports prepared by the Investigators in respect of the outcomes of Research ("Yearly Post-Grant Progress Reports") every year for five (5) years after the end of the Term. The Yearly Post-Grant Progress Reports shall be submitted on or before 31 May (two (2) months from the end of the FY) or on such earlier date as reasonably required by the NCID.

#### Debarring of Lead Principal Investigator

- 10.9 If the Host Institution fails to submit the Yearly Progress Reports and/or Final Report and/or Final Statement of Account or Final Claims within the stipulated timelines in accordance with Clauses 9.1, 10.5 and 10.7, the Host Institution agrees that the Lead Principal Investigator shall not be eligible to submit new grant applications as Lead Principal Investigator for a period starting from the deadline for the submission of the Yearly Progress Reports and/or Final Report and/or Final Statement of Account or Final Claims, and ending one year from the date the overdue Yearly Progress Reports

and/or Final Report and/or Final Statement of Account or Final Claims is received by the NCID.

## **11. Changes to Research**

No material amendments, alterations or changes shall be made to the Research without the NCID's prior written approval. Save as aforesaid, the Host Institution shall notify the NCID 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.

## **12. Insurance**

The Host Institution shall ensure that each Institution effects and maintains 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 or regulation. If requested, the Host Institution shall ensure that the relevant Institution provides the NCID with a copy of such insurance policies.

## **13. Publications of Results and Findings**

- 13.1 Subject to the provisions of this Clause 13, each 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 ("Publications"). For the avoidance of doubt, such "Publications" include scientific publications, books, journals, articles, newsletters, brochures, posters, websites, conference materials, case studies and reports, whether in print copy, soft copy, or on the Internet.
- 13.2 The Host Institution shall provide the NCID with one (1) copy of all such proposed Publications at least fourteen (14) days before the submission of the proposed Publications for publication or presentation. The NCID, in consultation with the relevant Co-Funder(s), shall have seven (7) days to review the proposed Publication and notify the Host Institution in writing of any subject matter that is confidential or where the proposed Publication would be detrimental to the national interest of Singapore; failing which the NCID shall be deemed to have approved the proposed publication. The Host Institution shall, within seven (7) days of its receipt of the NCID's aforementioned notice, work together with the NCID to delete, amend or modify the portions objected to, so as to allow the proposed Publication to proceed as amended or modified.
- 13.3 The Host Institution shall ensure that all Publications arising from the Research are made publicly available by each Institution no later than twelve (12) months after the official date of publication. The Host Institution shall also ensure that a copy of the Publication is deposited by the Institution in its open access repository (or any other institutional/subject open access repository), in accordance with the Institution's open access policy. The Host Institution shall also submit one (1) copy of all such Publications to the NCID for record purposes within one (1) month of such Publications being published.
- 13.4 The Host Institution shall ensure that all Publications by each Institution acknowledge the funding support provided by the partners under Singapore's One Health National Strategic Action Plan and, where appropriate, the scientific and other contributions of the other Institutions and Research Personnel, in accordance with established norms.

#### **14. Intellectual Property Rights**

- 14.1 Background Intellectual Property (“BIP”) refers to any existing IP contributed by the Institutions and/or Collaborators into the Research. Unless expressly agreed otherwise, this Contract shall not affect each party’s rights to its BIP.
- 14.2 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 Collaborators, Investigators or Research Personnel on ownership and exploitation of Research IP. For the avoidance of doubt, “Research IP” includes but is not limited to the proposals, solutions, reports, documents, materials and any other items that the Institutions are required to prepare or provide under the Contract.
- 14.3 The Host Institution shall ensure that the Investigators identify and disclose to their respective Institutions details of all such Research IP. The Host Institution shall ensure that the Institutions make such details of Research IP available to the NCID for inspection at any time.
- 14.4 The management of all Research IP shall be guided by the key principles of the Singapore National IP Protocol for Publicly Funded R&D.
- 14.5 The Host Institution shall ensure that each Institution keeps and maintains a full, comprehensive and updated set of statements, records and accounts documenting the Revenue from its licensing, commercialisation and exploitation of the Research IP.
- 14.6 The Host Institution shall ensure that each Institution grants a royalty-free, irrevocable, worldwide, perpetual and non-exclusive right for the Government and public sector agencies (including statutory boards and statutory bodies) to use and/or disclose any Research IP for their statutory functions, policymaking, non-commercial and/or research & development purposes. Each Institution may seek a waiver of this Clause from the NCID, if such waiver would support the effective commercialisation of the Research IP by a third party pursuant to the Singapore National IP Protocol for Publicly Funded R&D. Any waiver would be at the NCID’s sole and absolute discretion.

#### **15. Ownership and Use of Assets**

- 15.1 Subject to this Clause 15, 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 15.2, 15.3, and 15.4, the Assets and Materials shall be used solely for the purposes of the Research. The Host Institution shall ensure that all Assets shall be physically located in Singapore or other locations approved by the NCID, and that all Assets and Materials are maintained under the control of the applicable Institutions during the Term.
- 15.2 The Host Institution shall ensure that the Institutions permit Approved Third Parties to access and use the Assets at no charge upon prior appointment with the Institutions, provided that such access and use shall be subject to the availability of the Assets and there are no third-party licensing terms restricting such use. 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.
- 15.3 Each Institution may allow its employees to use the Assets for purposes other than the Research, provided that such use shall: (i) be limited only to the time period when the

Assets are not being used for the Research; and (ii) not impede the Institution from meeting its obligations and undertakings under this Contract.

- 15.4 Upon the end of the Term and for a period of five (5) years thereafter, the Host Institution shall ensure that each Institution grants the NCID or any party identified by the NCID, access to the use of the Assets at no charge.

## **16. Extension of Term**

- 16.1 The Term of this Contract may be extended with the NCID's approval.
- 16.2 Unless otherwise specifically provided in the Letter of Award, the Host Institution shall ensure that any application for extension of the Term shall be submitted to the NCID no later than six (6) months before the end of the Term for Research of more than one (1) year duration and no later than three (3) months before the end of the Term for Research of one (1) year duration or less. Upon the NCID's approval, this Contract shall be extended by way of written agreement.

## **17. Termination**

- 17.1 The NCID may terminate the Funding or this Contract upon the occurrence of any of the following events: -
- (a) any breach of this Contract by any Institution or Research Personnel which is incapable of remedy;
  - (b) failure to remedy a breach of this Contract (where such breach is capable of remedy) by any Institution or Research Personnel within ninety (90) days of written notification of such breach by the NCID;
  - (c) any 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) where any work carried out by any Institution using the Funding diverges materially from the Approved Proposal;
  - (e) any misconduct relating to the Research;
  - (f) any corruption, misrepresentation and/or fraud by any Institution, Research Personnel 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) any Institution ceasing or threatening to cease its business; or
  - (j) the NCID is of the opinion that the continued performance of the Research is not or no longer viable.

The Host Institution shall immediately inform the NCID in writing once it becomes aware of the occurrence of any of the above events.

- 17.2 In the event that this Contract is terminated pursuant to Clause 17.1, the NCID may, but shall not be obliged to, meet any claims for such further amounts incurred under

the Funding for work done under the Research up to the date of termination. The provisions of Clause 7 shall apply (with the necessary adjustments) to such claims. Notwithstanding anything to the contrary, in the event of termination pursuant to Clauses 17.1 (c), (e), or (f), the Host Institution agrees that the NCID may require the Institutions to return all or some of the Funds previously disbursed by the NCID. In such an event, the Host Institution further undertakes to take the necessary actions to ensure that the Institutions return all or some of the Funds to the NCID, if required by the NCID to do so.

- 17.3 The Host Institution agrees that in the event that any Institution is unable to comply with any term or condition of this Contract (“the affected Institution”) by reason of a Force Majeure event beyond the reasonable control of the affected Institution, the obligations of all the Institutions hereunder shall be suspended during the time and to the extent that the affected Institution is prevented from complying therewith due to the Force Majeure event. This is provided that the Host Institution has first given written notice to the NCID specifying the nature and details of such Force Majeure event and a reasonable estimate regarding the extent of the suspension. The affected Institution shall use all reasonable means and efforts to minimize and reduce the period of suspension occasioned by the Force Majeure event and to remove or remedy such cause promptly. The NCID may forthwith terminate the Contract by written notice to the Host Institution if such Force Majeure event continues for more than sixty (60) days from the date of receipt of the written notice by NCID. “Force Majeure” events include, but are not limited to, national emergencies, war, embargoes, strikes, lock-outs or other labour disputes, civil disturbances, actions or inactions of government authorities, pandemics and epidemics, earthquakes, fire, lightning, flood or any other catastrophic event in Singapore caused by the forces of nature.
- 17.4 In the event that this Contract is suspended or terminated pursuant to Clause 17.3, the NCID may, but shall not be obliged to meet any claims for such further amounts incurred under the Funding to work done under the Research up to the date of suspension or termination. Clause 7 shall apply (with the necessary adjustments) to such claims.
- 17.5 This Contract (and the Funding) shall expire and terminate upon the completion of the Research.
- 17.6 Upon termination of this Contract, the Host Institution shall ensure that the Institutions take all necessary actions to minimise further expenditure on the Research (up to the termination date).
- 17.7 Clauses 3, 8, 9, 10, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23 and 24 shall survive the expiration or termination of this Contract howsoever caused. Without prejudice to the generality of the foregoing, Clauses 8, 10.8 and 15.4 shall survive the expiration or termination of this Contract howsoever caused for a period of five (5) years.

## **18. Disclaimer of Liability**

- 18.1 The NCID 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 this Contract, its approval of the Research, the provision of the Funding and/or the conduct of the Research by, and/or any breach, act and/or default of, the Institutions and Research Personnel. The Host Institution shall ensure that each Institution assumes all responsibility and liability for: -

- (a) all claims, losses, demands, actions, suits, proceedings, costs, and/or expenses whatsoever arising, suffered and/or incurred directly or indirectly, from or out of any breach, act and/or default of such Institution and/or its Research Personnel; and
  - (b) all claims, losses, demands, actions, suits, proceedings, costs, and/or expenses whatsoever arising out of or in connection with any claim that the intellectual property rights of any third party have been infringed as a result of the carrying out of the Research by such Institution and/or its Research Personnel.
- 18.2 The NCID shall have no liability to the Institutions or the Research Personnel merely by reason of its provision and administration of the Funding. The Host Institution agrees that the Institutions shall each be responsible for all of their acts and conduct relating to the Research, including all IP, human and animal ethical issues.

## **19. Compliance with Law**

- 19.1 The Host Institution shall ensure that each Institution and its Research Personnel comply with the provisions of any and all relevant laws, statutes, regulations, by-laws, rules, guidelines and requirements as the same may be amended or varied from time to time, in the course of performing this Contract.

## **20. General**

- 20.1 The grant of the Funding and this Contract is personal to each Institution. The Host Institution shall ensure that each Institution does not assign or otherwise transfer any of its rights or obligations hereunder, whether in whole or in part, without the prior written consent of the NCID.
- 20.2 No partnership or joint venture or other relationship between the NCID and the Institutions shall be constituted as a result of this Contract.
- 20.3 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 registered address of the party to which it is required or permitted to be given, or at such other address as such party may have designated by notice in writing to the party giving such notice.
- 20.4 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.
- 20.5 This Contract is governed by and interpreted in accordance with the laws of Singapore in all respects.
- 20.6 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 the NCID and it is the duty of each Institution, Investigator and Research Personnel to be updated on the terms thereof following the NCID's communication of such revisions to the Institutions.

20.7 The NCID 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 any Institution or Research Personnel.

## **21. Entire Agreement and Variation**

21.1 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.

21.2 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 Letter of Award;
- (b) the Terms and Conditions;
- (c) Guidelines;
- (d) Approved Proposal; and
- (e) Policies.

21.3 No variation, modification or alteration of any of the terms of this Contract shall be effective unless agreed in writing by the authorised representatives of the parties.

## **22. Severance**

22.1 If any term of this Contract is rendered void, illegal or unenforceable by any regulation or law, it shall be rendered void, illegal or unenforceable to that extent, and it shall not prejudice or affect the enforceability of the rest of the terms of this Contract.

## **23. Dispute Resolution**

23.1 Any claim, question, dispute or disagreement arising out of or relating to this Contract or the breach thereof shall as far as reasonably possible be amicably resolved by negotiation between the parties.

23.2 In the event of any such claim, question, dispute or disagreement arising out of or relating to this Contract or the breach thereof, no party shall proceed to litigation or to any form of dispute resolution unless the parties have made reasonable effort to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A party who receives a notice for mediation from the other party shall consent and participate in the mediation process. Failure to comply with Clauses 23.1 and 23.2 shall be deemed to be a breach of this Contract.

## **24. Contracts (Rights of Third Parties) Act (Cap. 53B)**

24.1 Save as expressly stipulated by the NCID 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.