

TEMASEK FOUNDATION INNOVATES' SINGAPORE MILLENNIUM FOUNDATION GRANT PROGRAMME TERMS AND CONDITIONS (JOINT APPLICANTS)

PREAMBLE

These Terms and Conditions shall apply to the [name of project] project (the "Project") jointly proposed by [name of host institution] and [name of host institution] (each, the "Institution", and together, the "Institutions") that Temasek Foundation Innovates CLG Limited (the "Foundation") will be providing Funding for. All capitalized terms are as hereinafter defined. This set of terms and conditions ("Terms") shall be deemed an integral part of any provision of Funding, whether or not a separate agreement is entered into.

DEFINITIONS

- (1) The terms and conditions set out in this document shall hereinafter be referred to as "these Terms".
- (2) The Temasek Foundation Innovates CLG Limited shall hereinafter be referred to as "the Foundation".
- (3) The Board of Directors of the Foundation shall hereinafter be referred to as "the Board".
- (4) The research project that receives funding from the Foundation as approved by the Board shall hereinafter be referred to as "the Project".
- (5) The funding received from the Foundation for the Project shall hereinafter be referred to as "Funding".
- (6) Each research institution that jointly applied for the Funding and that oversees their respective Principal Investigator who will lead and manage the Project shall hereinafter be referred to as "the Institution". Both research institutions shall be referred to together as "the Institutions".
- (7) The researcher who is the individual assigned by an Institution to manage and lead the Project shall hereinafter be referred to as "the Principal Investigator". Both such researchers, one from each Institution, shall be referred to together as "the Principal Investigators".
- (8) The letter that the Foundation has issued to the Institutions and the Principal Investigators relating to the Funding and which the Institutions and the Principal Investigators have jointly accepted, shall hereinafter be referred to as "the Letter of Agreement".

1 INSTITUTION'S & PRINCIPAL INVESTIGATOR'S OBLIGATIONS

- 1.1 Each Institution shall appoint a researcher as the Principal Investigator who shall be responsible for the proper management, co-ordination and progress of the project, and who shall liaise with the Foundation in respect of all matters arising whether directly or indirectly from the Terms set out herein. If an Institution wishes to change the Principal Investigator, the Institution shall seek the endorsement of the other Institution and the written approval from the Foundation.
- 1.2 The Institutions and the Principal Investigators shall undertake to carry out the Project on the following terms:
 - 1.2.1 To faithfully and diligently carry out or cause to be carried out all necessary research and development, and to devote all necessary manpower, materials

Confidential

and other resources and support to the Project to ensure its successful implementation and completion.

- 1.2.2 To ensure that the Funds which the Institutions may from time to time receive pursuant to these Terms are used solely and exclusively for or in connection with the Project and for no other purpose whatsoever.
- 1.2.3 To not enter into any agreement with, or undertake any work, or seek funding or financing for a third party which would come within the scope of the Project, without the prior written approval of the Foundation.
- 1.2.4 To keep, maintain and furnish to the Foundation, full and detailed accounts of all items of expenditure incurred directly or indirectly for or in connection with the Project. Such accounts shall be audited and certified correct by a qualified and reputable auditor (pro-forma letter as set out in Annex D), and shall be submitted to the Foundation no less than on a yearly basis, with the first set of accounts being provided no later than 6 months from the end of the first year of the Project. Subsequent sets of accounts should be provided no later than 6 months after the end of each project year. The final set of accounts should be provided no later 6 months from the end of the Project. Any accounts not submitted in a timely fashion may result in no reimbursements being granted or in reduced Funding.
- 1.2.5 To submit a duly completed Progress Reports (pro-forma as set out in Annex A1) of the Project to the Foundation every six (6) months. Additionally as and when requested by the Foundation, and, upon Determination of the Project as set out in Paragraph 9 or Termination of the Project as set out in Paragraph 8, to submit to the Foundation a duly completed Project Completion Report (pro-forma as set out in Annex A2). Additionally as and when requested by the Foundation, to make presentations and/or to stage a field demonstration to the Foundation and/or the Board, based on the findings of the Project.
- 1.2.6 To comply fully and expeditiously with all guidelines, policies, directives and instructions that the Foundation may from time to time issue in writing in respect of the Project or these Terms, including but not limited to requests for the production of documents or the supply of copies thereof, the supply of information or the inspection of the Project site(s) or such other places where the Project is being undertaken.
- 1.2.7 To seek the approval of the Foundation, as appropriate, for any and all changes to the Project terms initiated by the Institutions or the Principal Investigators including but not limited to a change in the use of the budgeted expenses or a change in Project deliverables or a variation of the time frame of the Project. Such approval shall be sought using a duly completed Virement Request (pro-forma as set out in Annex E) or Variation Request (pro-forma as set out in Annex F) and shall be granted entirely at the discretion of the Foundation.
- 1.2.8 To submit claims for reimbursements from the Foundation for expenses incurred by the Project unless it is specifically provided in writing by the Foundation that advances may be made by the Foundation for initial or set-up costs, or based on pre-established Project milestones. All claims shall be submitted using a duly completed joint Reimbursement Request (pro-forma as set out in Annex C) in a

Confidential

timely fashion and shall be accompanied by the relevant supporting documentation. Each Institution shall (a) provide the supporting documentation for the claimed items attributed to it, (b) endorse the Reimbursement Request via its authorized finance representative for the claimed items attributed it and (c) acknowledge the claimed items submitted by the other Institution. For the avoidance of doubt, claims submitted after three (3) months from the Project completion date, or without both Institutions' endorsements or acknowledgements, or without the relevant supporting documentation shall not be reimbursable.

1.2.9 To comply with the Foundation's requirements and constraints regarding the types of reimbursable expenses of the Project that can be covered under the Funding as set out in Annex B.

1.2.10 To ensure that any personal data handled in the course of the Project shall be collected, stored, used and disposed of, in accordance with the current applicable laws, policies and guidelines on personal data protection.

1.2.11 To ensure that the Project must at all times, comply with the current applicable laws, policies and guidelines on research safety and all human and animal ethical issues. If the Project involves animal and/or human testing, the Funding hereunder shall commence only after all applicable and necessary clearances have been obtained for the Project and a copy thereof provided to the Foundation.

1.3 Further to the obligations stated in Paragraph 1.2 above and elsewhere in these Terms, both Institutions shall be jointly and severally liable.

2 ALTERATIONS IN PROJECT

2.1 If, in the Foundation's sole opinion, the Project is not making satisfactory progress, it may after consulting with the Institutions alter the Project PROVIDED ALWAYS THAT an alteration shall not be made to the Project under any one of the following conditions:

2.1.1 It would require an Institution to carry out work unrelated to that Institution's expertise; OR

2.1.2 It would result in a significant increase in cost to an Institution except where the Foundation agrees to bear such additional cost; OR

2.1.3 It would result in an Institution breaking an obligation to a third party.

2.2 In each of the instances as listed in Paragraph 2.1 above, the Foundation reserves the right to terminate the Project.

3 INTELLECTUAL PROPERTY RIGHTS

3.1 All intellectual property rights (including without limitation any patent, copyright or registered design) howsoever arising from the Project shall at the first instance be the Institutions' property. The Institutions shall have the sole discretion to decide on the apportionment of the rights between themselves. The Institutions shall forthwith notify the Foundation in writing of any intellectual property right to which the Institutions may be entitled by virtue of this Paragraph and the final apportionment of the rights between the two Institutions. This is without prejudice to any agreement that the

Confidential

Institution(s) may enter into with the Principal Investigator(s) on the ownership and exploitation of the intellectual property.

- 3.2 The Institutions shall be solely responsible for all costs associated with applying for patents or similar rights, and maintaining in force and defending any patent or other rights that may be granted.
- 3.3 Notwithstanding Paragraph 3.1 above, the Institutions shall, if requested to do so by the Foundation to enable an effective deployment of the Project, license such intellectual property rights to the Foundation on mutually agreed terms.

4 PUBLICITY & PUBLICATIONS

- 4.1 During the period for which the Project is receiving Funding and for the twenty-four (24) months thereafter following the completion of the Project, each Institution and each Principal Investigator shall inform the Foundation of any publicity or publication, including but not limited to media publicity and scientific publications, for the Project, and shall acknowledge with reasonable prominence the contribution of the Foundation to the Project.
- 4.2 Each Institution shall seek the Foundation's approval for all publicity and publications pertaining to the Project, particularly with respect to any references to the Funding, the Foundation, or the Singapore Millennium Foundation Endowment. This requirement covers the mandatory mentions or references stipulated in Paragraph 4.1 above, except where it is explicitly waived, such as in Paragraph 4.4.1 below. The Foundation reserves the right at its sole discretion to refuse such mention or reference. For the avoidance of doubt, in such a circumstance, the Institution and the Principal Investigator may proceed with the publicity or publication, but shall refrain from mentioning or making any reference to the Funding, the Foundation or the Singapore Millennium Foundation Endowment.
- 4.3 The Foundation shall inform the Institutions of all publicity pertaining to the Project. For the avoidance of doubt, this excludes any communications intended for a restricted audience.
- 4.4 An Institution may at any time submit for publication a paper containing research data or other information of the Project, with the assent of the other Institution (as required), but without the need to seek the Foundation's approval in accordance with the process set out in Paragraph 4.2, PROVIDED THAT:
 - 4.4.1 A copy of the paper is submitted to the Foundation, without cost, upon its publication, and in any event, within 3 months of its publication; and
 - 4.4.2 In accordance with Paragraph 4.1 above, the funding support from the Foundation shall be acknowledged in the paper or publication by way of a reasonably prominent mention of or reference to the Foundation and the Singapore Millennium Foundation Endowment.

5 CONFIDENTIALITY

- 5.1 Each Institution and each Principal Investigator shall take all reasonable and practicable measures to secure the confidentiality of any data obtained from the Project.

Confidential

- 5.2 Except as provided in Paragraph 4 above of these Terms, no party shall disclose to any third party any information obtained from another party in any documents or correspondence marked “Confidential”, or similar language, any commercial, trade or business information obtained in confidence from another party regardless of the form in which such information was obtained or any information pertaining to or arising from the Project, including without limitation all research materials gathered, unless with the prior written approval of the party from which the information originates.
- 5.3 The obligation in this clause relating to non-disclosure shall remain in force and shall survive these Terms for a period of five (5) years from the end of the Project or the date of termination unless the party seeking relief from the obligation can show that the information disclosed was already in the public domain at the time of the disclosure without the fault of the disclosing party.

6 COMPLIANCE WITH THE LAW

- 6.1 Each Institution and each Principal Investigator shall comply with all requirements which may be imposed upon the Institution and the Principal Investigator in carrying out the Project by any statute, order, rule, regulations now or hereafter in force and notices thereunder, and shall indemnify and keep indemnified the Foundation against all actions, claims, proceedings, loss and expenses in respect of such breach or non-observance of the same.

7 DISCLAIMER OF LIABILITY

- 7.1 Each Institution and each Principal Investigator agrees and acknowledges that it shall not, in any event, hold the Foundation or any member of the Board liable for any loss, expense, damages, or costs incurred or suffered by the Institution by reason of or arising from these Terms or the Project, whether directly or indirectly, and each Institution shall also indemnify and hold the Foundation and members of the Board harmless against:
- 7.1.1 All claims, losses, demands, actions, suits, proceedings, costs or expenses whatsoever in connection with loss of life, personal injury and/or damage to property arising, whether directly or indirectly, from these Terms or the Project;
- 7.1.2 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 a third party has been infringed in connection with or in the carrying out of the Project.

8 TERMINATION

- 8.1 Notwithstanding any clause contained in these Terms, these Terms may be terminated by the Foundation by notice in writing sent to the Institution without incurring any liability but without prejudice to the rights and remedies of either party in respect of any antecedent claims and/or breach of the provisions of these Terms if:
- 8.1.1 An Institution commits any breach of these Terms or fails to remedy a breach capable of being remedied whether of non-performance or non-observance within thirty (30) days of the Institution receiving notice from the Foundation of such default and specifying such non-performance or non-observance; or

Confidential

8.1.2 An Institution, being a company, has a receiver or liquidator appointed or passes a resolution for winding-up (otherwise for the purpose of amalgamation or reconstruction) or a court makes an order to that effect or, being a partnership, is dissolved or if the Institution (whether a company or not) enters into any composition or arrangement with its creditors or becomes insolvent.

8.2 Upon any notice being given pursuant to Paragraph 8.1 hereinabove, the Foundation shall cease to pay the Institution any sums in respect of the Funding as from the date of such notice but if the Institution remedies the non-performance or non-observance alleged in the notice within the period of thirty (30) days the Foundation shall thereupon pay to the Institution such sums as would have been paid by the Foundation if such notice had not been given.

9 EFFECT OF DETERMINATION

9.1 Upon completion of the Project or earlier determination of these Terms in accordance with Paragraph 8 above:

9.1.1 The Institutions shall submit a joint final report to the Foundation, within three (3) months thereof;

9.1.2 The Institutions shall submit either jointly or separately a final audited statement of accounts to the Foundation, within six (6) months thereof; and

9.1.3 If termination is on the grounds set out at Paragraph 8.1.1, the Institutions shall immediately and without demand, return to the Foundation any unexpended part of the funds that had been disbursed prior to termination.

10 MISCELLANEOUS

10.1 These Terms are personal to the parties hereto and an Institution and a Principal Investigator may not assign or otherwise transfer any of its rights or obligations hereunder whether in whole or in part without prior written consent of the Foundation.

10.2 These Terms shall not constitute a partnership between the Foundation and the Institutions or the Principal Investigators.

10.3 Any notice given under these Terms shall be in writing and shall be deemed to have been duly given when it is 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. In the case of a Principal Investigator, such address shall be deemed to be the address of the Institution that hosts the Principal Investigator. For the purposes of any notice, directions, instructions or other correspondence referred to in these Terms, it is agreed that the Board may issue the same on behalf of the Foundation. Notwithstanding the above and for the avoidance of doubt, correspondence shall be directed at the Foundation, not at the Board.

10.4 The parties hereto shall strive to resolve on an amicable basis any dispute that may arise between them relating to these Terms or the Project.

Confidential

- 10.5 Further to Paragraph 1.2.8, in the event where a reimbursement was erroneously made for a non-fundable item, or if a funding cap was exceeded, the affected Institution shall refund the Foundation the amount reimbursed in error or the amount funded in excess of the caps, as the case may. The Institution shall effect this refund upon the termination of the Project or expiration of the Funding, whichever is earlier.
- 10.6 These Terms and its provisions shall be governed by and construed in accordance with the laws of Singapore.