

Terms and Conditions of the AI Singapore Governance Research

JUNE 2020

1. Definitions

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

“AI Singapore” means National University of Singapore (NUS) acting through the AI Singapore Programme administered by its Office of the Deputy President (Research & Technology) and includes any officer authorised by NUS to act on its behalf;

“AI Singapore Programme” means the national-level programme hosted by NUS, as approved and conveyed by NRF on 19 April 2017 and by IMDA on 1 October 2019;

“AISG License” has the meaning set out in Clause 14.3;

“AISG Limited” means the company limited by guarantee and registered with the Accounting and Corporate Regulatory Authority of Singapore (Company Registration Number: 201811298W) that is responsible for the management, exploitation and/or commercialisation of intellectual property developed from activities/projects/initiatives of AI Singapore;

“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 AI Singapore by the Host Institution for and on behalf of all Institutions and given the grant number specified in the Letter of Award;

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

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

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

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

“Co-Funder” means any other organisation, 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 Funder;

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“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;

“Confidential Information” means any raw research data, any device, graphics, written information, data or information in any other form that is disclosed by the disclosing party to the receiving party for the purposes of the furtherance of the Research which is marked at the time of disclosure as being “Confidential” or “Proprietary” or with words of similar import;

“Contract” means collectively these Terms and Conditions of the AI Singapore Governance Research, the Letter of Award, Application, Approved R&D Proposal, Guidelines and Policies (which shall be communicated to the Institutions as applicable);

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

“Deliverables” means the tangible outcomes of the Research that Institutions, Investigators and Collaborators aim to achieve, as specified in the Letter of Award;

“Director of Research” means the person identified as leading the Office of Research;

“Final Report” means the report described in Clause 10.7

“Final KPIs Audit Report” means the report described in Clause 10.4.3

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

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

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

“Funders” means the Info-Communications Media Development Authority (IMDA) and National Research Foundation (NRF);

“Grantor” means AI Singapore;

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

“Half-yearly Requisition” means the requisition sent to AI Singapore as described in Clause 7.1(a);

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“Half-yearly KPIs Report” has the meaning set out in Clause 7.1(b);

“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 one of them;

“Intellectual Property” or “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 data, trade secrets and know-how), mask-works and integrated circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

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

“IRB” means institutional review board;

“Key Performance Indicators” or “KPIs” means the agreed key performance indicators that the Institutions and Investigators shall achieve as specified in the Letter of Award;

“Letter of Award” means the letter issued by AI Singapore preceding these Terms and Conditions of the AI Singapore Governance Research under which the Funds is made to the Institutions;

“Materials” means documents, samples, information and data stored by any means for the purposes of the Research;

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

“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;

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

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

“Post-Project Reports” means the report described in Clause 10.9;

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

“Research” means the project approved by AI Singapore as described in the Approved R&D Proposal subject to any modifications or amendments thereto made in accordance with Clause 11.1;

“Research IP” means all IP howsoever arising from the Research;

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

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

“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/Acceptance Form; and

“Yearly Progress Report” means the report described in Clause 10.5.

2. Funding

- 2.1. The Funding will be provided by AI Singapore and used by the Institutions during the Term in accordance with this Contract.
- 2.2. The Institutions shall use the Funds for the Research only and not for any other purpose.
- 2.3. Each Investigator shall faithfully and diligently carry out or cause to be carried out all necessary research and development work and to devote all necessary time, resources and support to ensure the successful conduct, implementation and completion of the Research in accordance with this Contract and consistent with internationally recognised good research practices and ethical standards. Each Institution shall ensure that the Research Personnel within their employ undertake and properly discharge the foregoing obligations.
- 2.4. Other than expressly allowed under this Contract, the Funds or any part thereof shall not be channelled to fund research and development activities overseas.

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- 2.5. The Institutions shall not solicit or receive any funds or such other means of support for carrying out the Research from any other person, company, body, organisation, institution or agency (governmental or non-governmental) without AI Singapore's prior written consent, such consent not to be unreasonably withheld.

3. Accuracy of Information

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

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

4. Administration of the Funding

- 4.1. The Institutions shall ensure that the Research is carried out with due care, diligence and skill and that the Funds are used in accordance with this Contract.
- 4.2. The Host Institution shall be responsible for administering and coordinating all matters relating to the Research, use of the Funds, communications with AI Singapore, and reporting requirements for and on behalf of all the Institutions. For this purpose, the Host Institution shall be represented by its Chief Executive Officer or equivalent office holder and establish an Office of Research, led by a Director of Research to facilitate such responsibilities. Where it's Chief Executive Officer or Director of Research is also the Principal Investigator, the Host Institution shall appoint another non-conflicted person from its management to represent the Host Institution. Notwithstanding the foregoing, AI Singapore reserves the right to communicate directly with any Institution, Investigator or Collaborators on matters relating to this Contract.

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- 4.3. The Host Institution shall be responsible for:
- (a) ensuring that all Institutions and Research Personnel are aware of their respective responsibilities and that they comply with this Contract;
 - (b) providing and/or procuring the basic facilities needed to carry out the Research as detailed in the Approved R&D 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 progress of the Research towards achievement of the Milestones and Deliverables and reporting to AI Singapore any deviations or anticipated problems which may materially affect the Research;
 - (e) ensuring, where applicable, that local IRB, research ethics committee and multi-centre research ethics committee approvals are granted for the Research and that no research requiring such approval is initiated before it has been granted;
 - (f) ensuring, where applicable, that the Institutions put in place proper procedures and guidelines to ensure regular and effective monition of the Research by the IRB or ethics committee;
 - (g) ensuring, where applicable, that all ethics approvals for the conduct of studies using animals are granted including approvals of the relevant institutional animal care and use committee or such other body appointed to deal with ethical issues relating to the care and use of animals in research;
 - (h) ensuring, where applicable, that all necessary regulatory licences or approvals for the Research have been granted prior to the commencement of any work under the Research;
 - (i) ensuring, where applicable, that any clinical trials (as defined under any applicable Singapore law) conducted as part of the Research, are conducted in accordance with the applicable regulations;
 - (j) ensuring that the work under the Research complies with all relevant current laws, government rules and regulations and other applicable guidelines and procedures including those introduced whilst work is in progress;
 - (k) ensuring that all Research Personnel involved in animal research and in the breeding, housing and care of animals, are properly trained and supervised;
 - (l) ensuring that AI Singapore is immediately notified in writing of any development that will adversely affect the progress of the Research;

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- (m) ensuring that AI Singapore is immediately notified in writing upon cessation by any Investigator or Collaborator of active involvement in the Research or long leave of absence (e.g. sabbatical); and
 - (n) ensuring that AI Singapore is immediately notified in writing if any work carried out using the Funding diverges materially from the Approved R&D Proposal.
- 4.4. Each Institution shall be responsible for ensuring that its Investigators working under the Research (if any) are aware that they are individually responsible for maintaining appropriate professional indemnity insurance coverage (if mandated under Singapore law). For the avoidance of doubt, AI Singapore will not be responsible for the costs of such cover.
- 4.5. Each Institution must have in place adequate systems for ensuring the integrity of research carried out by its staff so that scientific misconduct (e.g. plagiarism, falsification of data, improper selection of data) and unethical behaviour can be prevented. Each Institution shall implement effective mechanisms for identifying scientific misconduct and/or unethical behaviour and have in place clearly publicised and agreed procedures for investigating allegations of such scientific misconduct and/or unethical behaviour. The Institutions shall report to AI Singapore all incidents or allegations of such scientific misconduct or unethical behaviour at the earliest opportunity.
- 4.6. Without prejudice to the Host Institution's obligations under this Contract, the Institutions and Investigators shall do all things necessary to enable compliance by the Host Institution of its obligations under this Contract.
- 4.7. The Host Institution shall be responsible for monitoring the expenditure of the Funding by the Institutions, 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 AI Singapore and provide full details of the same, and take all action necessary to minimise further use of the Funding and inform AI Singapore of the action taken.
- 4.8. The Institutions shall manage the use of the Funding for indirect cost in accordance with the Guidelines. Investigators should refer to their Host Institution for their policy of managing such use. AI Singapore does not directly manage indirect cost funding.

5. Research Personnel

- 5.1. The Institutions shall ensure that the Research Personnel conduct the Research with due care, diligence and skill and comply with this Contract.
- 5.2. The Host Institution shall ensure each Institution and Investigator submit the Acceptance Form together with all other required documents to AI Singapore (either electronically or in hardcopy) within the time stipulated.

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- 5.3. If any Investigator is unable to continue the Research, the Institution engaging such Investigator shall, subject to the written approval of AI Singapore, appoint a successor within a reasonable time. In seeking approval, the Institution must satisfy AI Singapore that the proposed successor has the requisite qualifications and skills to continue the Research. In the event that the Institution is unable to appoint a successor acceptable to AI Singapore within a reasonable time, AI Singapore shall have the right to terminate the Funding and/or the Contract.

6. Milestones and Deliverables

- 6.1. The Institutions, Investigators and Collaborators shall endeavour to achieve the Milestones and Deliverables within the timelines set out in its Approved R&D Proposal.

7. Disbursement of Funds

- 7.1. Disbursement of the Funds shall be made in accordance with the following provisions:
- (a) Subject to NRF/IMDA's receipt of requisitions submitted by the Host Institution, Funds for direct and/or indirect costs will be disbursed half-yearly ("Half-yearly Requisition"). All requisitions shall be submitted to AI Singapore. Where applicable, the Host Institution will act as a central collator of all fund requisitions before submission to AI Singapore.
 - (b) Host Institution shall include, with the Half-yearly Requisition, detailed schedules of expenditure incurred for the previous half-yearly period, which are certified correct by the Chief Financial Officer (or an authorised nominee), accompanied by a Half-yearly Key Performance Indicators report ("Half-yearly KPIs Report").
 - (c) AI Singapore shall disburse the approved Half-yearly Requisition amounts to the Host Institution, subject to AI Singapore's receipt of the relevant reimbursement from the Funders in respect of such approved Half-yearly Requisition. Partner Institutions shall issue a requisition to the Host Institution, and the Host Institution shall be responsible for the collation of the requisitions and disbursement of funds to the Partner Institutions.
 - (d) Disbursement of the Funding shall be subject to the due performance of and compliance with this Contract by Institutions including, but not limited to, the securing of the relevant ethics approvals (e.g. IRB for the Research). The Institutions shall furnish satisfactory documentary evidence to AI Singapore that aforementioned requirement has been met.

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8. Records and Audits

- 8.1. Each Institution shall keep and maintain full and detailed records and accounts relating to the Funding and the Research, including all items of expenditure incurred and all resources (in cash and/or in-kind) expended for or in connection with the Research where the Funding was used.
- 8.2 AI Singapore and/or Funders are 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 the reports and all information submitted to AI Singapore are accurate, correct and not misleading. In such event, Clauses 8.3 - 8.6 shall apply.
- 8.3 Pursuant to Clause 8.2, the Institutions shall, at all reasonable times during the Term and for five (5) years after the expiration or termination of this Contract, grant AI Singapore, Funders and its authorised representatives:
- (a) Unhindered access to:
 - i. the Research Personnel;
 - ii. premises occupied by the Institutions;
 - iii. the Assets and Materials;
 - iv. all accounts, records and documents in relation to the Research and Funding and its administration kept by the Institutions 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 by the Institutions in accordance with Clause 8.1 and remove these copies; and
 - iii. make copies of Materials (where applicable) and remove those copies.
- 8.4 The access rights in Clause 8.3 are subject to:
- (a) the provision of reasonable prior notice by AI Singapore or Funders; and
 - (b) the applicable Institution's reasonable security procedures.
- 8.5 In the event that AI Singapore or Funders are investigating a matter which, in its opinion, may involve an actual or suspected unethical conduct, or breach of the law or breach of the terms of this Contract, Clause 8.4 (a) will not apply.
- 8.6 Upon receipt of reasonable written notice from AI Singapore or Funders, the Institutions, and Investigators and Collaborators shall provide AI Singapore or Funders with all reasonable cooperation and assistance in connection with the audits.

9. Return of Unused Funds and Final Statement of Account /Final Claims (If Applicable)

- 9.1 The Institution shall return all unused funds and submit a final statement of account (“Final Statement of Account”) to AI Singapore within four (4) months of the completion of the Research, or termination of this Contract, or the end of the Term, whichever is the earliest, failing which AI Singapore may refuse to make further disbursements of the Funding and/or disallow further claims from such Institution.
- 9.2 For Funds received in advance, Institution should ensure that the Final Statement of Account is submitted on time, so that prompt action can be taken to return any unutilised advancements¹. If an Institution fails to submit the Final Statement of Account in accordance with Clause 9.1, the Principal Investigator will not be eligible to submit new grant applications as Principal Investigator for a period starting from the final report submission deadline, and ending one year from the date the overdue Final Statement of Account is received by AI Singapore.

10 Reporting Requirements

- 10.1 The Institutions shall submit the reports and statements set out in this Clause 10 in accordance with the format required by AI Singapore. Notwithstanding Clauses 10.2 - 10.10, AI Singapore may vary the reporting requirements of the Institutions in the Letter of Award. This includes but is not limited to requiring the Institutions to provide reports and statements within different deadlines or at much 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 obligations set out in this Clause 10. In the event that an Institution fails to fulfil any requirement set out in this Clause 10 within the stipulated timeline or to demonstrate satisfactory progress in the Research, AI Singapore may discontinue further disbursements of the Funding.

Periodic Audit Report – Financial and Key Performance Indicators (KPIs)

- 10.3 Each Institution shall submit on a periodic basis, audit reports containing all relevant financial information and all Key Performance Indicators² (KPIs) of the Research.
- 10.4 The audit requirements are specified in the audit terms of reference as provided by AI Singapore separately, which include the following set forth in Clause 10.4.1 to Clause 10.4.6.

¹ The treatment on interest, if any, should comply with the rules as determined by the funding source.

² As reported in the half-yearly KPIs Reports.

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- 10.4.1 The periodic KPIs audit report must be prepared by each Institution's internal or external auditors, and certified as correct by its Director of Research (or an authorised nominee). The periodic KPIs audit report shall contain the auditor's written opinion that the report represents a true and fair view of the matters contained therein and shall have been prepared on a consistent basis using the instructions and formats in Annex G.
- 10.4.2 The periodic financial audit report must be prepared by each Institution's internal or external auditors using the instructions and formats in Annex F, and certified as correct by its Director of Research and Chief Financial Officer (or their authorised nominees). In particular, each Institution shall confirm and state in the periodic financial audit report that such Institution's requisitions for the Funding are made in accordance with the terms of this Contract.
- 10.4.3 Each Institution shall submit a final financial audit report ("Final Financial Audit Report") and final KPIs audit report ("Final KPIs Audit Report") to AI Singapore within four (4) months of the completion or termination of the Research, together with the final claims; unless AI Singapore agrees to an extension of time.
- 10.4.4 In the event that the auditor's report reveals findings that the sums disbursed by AI Singapore for the Funding exceed actual expenses, or that disbursed sums have been used to cover expenses that are not supportable based on the Letter of Award, AI Singapore reserves the right to require the Host Institution to return to AI Singapore any sum already disbursed that exceeds the actual expenses or that has been spent on expense items that are not supportable. In the event that the Host Institution is required to return any disbursed sum to AI Singapore, the Host Institution shall have the right to require the Partner Institution to whom any disbursed sum exceeding such Partner Institution's actual expenses is given or that has used any disbursed sum to cover unsupported expenses to return such disbursed sum to the Host Institution.
- 10.4.5 So long as this Contract remains in force and at any time during a period of five (5) years thereafter, AI Singapore shall also be entitled to require an audit of:
- (a) financial and business records of the Research with regard to the qualifying expenditure incurred and paid for and/or reimbursed by the Funding provided by AI Singapore (including the expenditure of funds provided under this Contract) pursuant to this Contract;
 - (b) internal controls and processes relevant to the Institution's preparation and maintenance of such financial and business records;
 - (c) in-cash and/or in-kind contributions made in connection with this Contract; and/or;
 - (d) fulfilment of Milestones and Deliverables.

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- 10.4.6 Pursuant to Clause 10.4.5, the Institutions shall grant, or procure to grant to, such auditor and/or AI Singapore, access to all relevant records with regard to the qualifying expenditure incurred in relation to the Research for this purpose. The costs of such audit shall be borne by AI Singapore, save that the Institutions shall pay for the costs of the audit, up to a maximum of S\$10,000 should such audit reveal an aggregate of overpayment discrepancies exceeding ten per cent (10%) of the amount of funds received by the Institutions in the aggregate for the relevant year which is the subject of the audit. Notwithstanding the foregoing, the cost of such audit that is borne by AI Singapore shall not be paid from the Funding, and where the Institutions are required to pay the audit costs to AI Singapore, AI Singapore's rights to such costs shall not be subject to any setoff.

Yearly Progress Report

- 10.5. The Host Institution shall submit to AI Singapore, on a Financial Year ("FY") basis, progress reports prepared by the Investigators in respect of the progress and results of the Research ("Yearly Progress Report"). Yearly Progress Report shall be submitted on or before 30 April (1 month after the end of the FY) or on such earlier date as reasonably required by AI Singapore. The requirement to submit a Yearly Progress Report is waived if the start of the Term is three (3) months or less from the end of the reporting FY.
- 10.6. AI Singapore will review the Yearly Progress Report against the objective(s) of the Research as stated in this Contract. The Host Institution must submit any further information as required by AI Singapore and/or the Funders, if the Yearly Progress Report is deemed inadequate or unsatisfactory.

Final Report

- 10.7. The Host Institution shall submit to AI Singapore a final progress report ("Final Report") within two (2) months after the end of the Term. AI Singapore will review the outcomes against the objective(s) of the Research as stated in this Contract. The Final Report shall contain, among other things, a complete list of Assets.
- 10.8. If the Host Institution fails to submit the Final Report in accordance with Clause 10.7, the Investigators will not be eligible to submit new grant applications under the AI Singapore Programme for a minimum of one (1) year from the Final Report submission deadline. The period of ineligibility will continue until the Final Report is received by AI Singapore.

Post-Project Reports

- 10.9 The Institutions shall submit to AI Singapore post-project reports ("Post-Project Reports") at the end of every twelve (12) month period after the end of the Term, up to a total of three (3) years. Each Post-Project Reports shall be due within two (2) months of the end of the report period, or on such earlier date as reasonably required by AI Singapore. The Post-Project Reports shall contain, among other things, updates to the KPIs as stated in the Letter of Award.

10.10 Where applicable, the Host Institution will act as a central collator of all project reports before submission to AI Singapore.

11. Changes in Research

11.1 No material amendments, alterations or changes shall be made to the Research without AI Singapore's prior written approval. Save as aforesaid, the Host Institution shall notify AI Singapore in writing of all other amendments, alterations or changes made to the Research as soon as possible. For the purpose 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

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

13. Publications of Results and Findings

13.1 Subject to the provisions of this Clause 13, the Institutions may publish, at any symposia, national, international or regional professional meeting or in any journal, thesis, dissertation, newspaper or otherwise of its own choosing, the findings, methods and results derived from the Research.

13.2 The Institutions shall ensure that publications arising from the Research is made publicly available no later than twelve (12) months after the official date of publication. A copy of the publication shall be deposited in the Institution's open access repository (or any other institutional/subject open access repository), in accordance to the Institution's open access policy.

13.3 The Institutions and Investigators shall ensure that all publications acknowledge the funding support provided by NRF through the AI Singapore Programme and where appropriate, the scientific and other contributions of the other Institutions and Research Personnel in accordance with established norms. Without prejudice to Clause 2.5, where there is more than one funding source for the Research from any person, company, body, organisation, institution or agency (governmental or non-governmental), the names of each source of funding is to be placed in descending order of the funding value.

13.4 Notwithstanding Clause 13.1, where there is patentable or registrable Background IP of the Institutions and/or Collaborators that needs protection or where there is Confidential Information of the Institutions and/or Collaborators contained in the proposed publication or presentation, the publishing party shall obtain from such party written approval to disclose such Background IP or Confidential Information prior to publication or presentation.

14. Intellectual Property Rights

14.1 Background Intellectual Property (“BIP”) is any existing IP brought 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. The Institutions and Collaborators shall grant to each other use rights under its BIP for the purposes of the Research only.

14.2 In case of third party collaboration under Clause 23, the Institutions and Collaborators may, subject to Clause 14.4, agree to co-own the Research IP developed in the course of the work under the Research in accordance with inventive or creative contributions to the outcome of the Research, where such agreed terms shall be set out in the written agreement to be entered into by the Institutions and Collaborators in accordance with Clause 23. The Investigators and Collaborators shall identify and disclose to the Institutions details of all such Research IP. The Institutions shall keep and maintain a full, comprehensive and updated list of all Research IP and make such details of Research IP available to AI Singapore and/or Funders for inspection at any time.

14.3 The Institutions shall grant to AISG Limited a non-exclusive, non-transferable, sub-licensable, perpetual, irrevocable, worldwide, royalty-free right and licence to use, modify, reproduce and distribute the Research IP (excluding any Research IP that is solely developed by a Collaborator) for research, development and/or commercial purposes (the “AISG License”). The Institutions shall enter into an appropriate license agreement with AISG Limited to effect the grant of the AISG License.

14.4 Except the rights expressly licensed or otherwise provided in this Contract, the Institutions shall in any event retain all rights, title and interests in all Research IP and shall have the free and unfettered right to use and commercialise (which include granting licenses to third parties) the Research IP for any purpose (whether for research, education and collaborative purposes or commercial purposes) on a non-exclusive basis without seeking the consent of AI Singapore and AISG Limited.

14.5 As part of Institutions’ commercialisation efforts, where Institutions intend to exclusively license the Research IP to any third party, the relevant institutions may request AISG Limited to relinquish certain commercial rights to the Research IP under the AISG License that are reasonably necessary for the grant of exclusive license. Such request shall be made in writing to AISG Limited and, subject to any prior encumbrances, AISG Limited may accede to the request on reasonable terms.

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- 14.6 Management of all Research IP shall have reference to and be guided by the AI Singapore IP Policy which shall be based on the key principles of the Singapore National IP Protocol for Publicly Funded R&D.
- 14.7 The Institutions shall use best efforts to ensure that Research IP is properly managed and where feasible, fully exploited and commercialised (including being made available for research and development or commercial purposes). When required to do so by AI Singapore, the Institutions shall attend such meetings as AI Singapore may direct to discuss the potential for exploitation and commercialisation of Research IP.
- 14.8 Each Institution and AISG Limited shall keep and maintain a full, comprehensive and updated set of statements, records and accounts documenting the Revenue from its commercialisation and exploitation of the Research IP. Where AISG Limited is in receipt of licence or sub-licence royalty revenues which are derived from the commercial use of Research IP owned by the Institutions, such royalties shall be distributed as follows:
- (a) Retained by AISG Limited: Five percent (5%)
 - (b) Distributed to the Institutions: Ninety-Five percent (95%)
- 14.9 The Institutions shall reserve a royalty-free, irrevocable, worldwide, perpetual and non-exclusive right for the Government and public sector agencies to use any licensed or assigned Research IP for their statutory functions, non-commercial and/or R&D purposes. Notwithstanding the foregoing, the Institutions may seek a waiver of this Clause from AI Singapore, if such waiver would support the effective commercialisation of the Research IP by a third party pursuant to the National IP Protocol for Publicly Funded R&D. Any waiver would be at AI Singapore's 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 to be determined amongst themselves. Save as provided in Clauses 15.2, 15.3 and 15.4, the Assets and Materials shall be used only for the Research. All Assets shall be physically located in Singapore and maintained within the control of the applicable Institutions during the Term.
- 15.2 The Institutions shall permit Approved Third Parties to access and use the Assets at no charge upon prior appointment provided that: (i) such access and use shall be subject to the availability of the Assets and there are no third party licensing terms restricting such use; and (ii) the Institutions shall be entitled to impose charges for the supply of materials, other services and utilities charges connected with the use of the Assets by the Approved Third Parties.

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- 15.3 The Institutions may allow its employees to use the Assets for purposes other than the Research provided always that such use shall; (i) be restricted to research and development work within the Institutions; (ii) be allowed only during the times when the Assets are not being used for the Research; and (iii) not impede the Institutions from meeting its obligations and undertakings under this Contract.
- 15.4 Upon expiry or termination of this Contract and for a period of five (5) years thereafter, AI Singapore may require the Institutions to grant access for the use of any of the Assets and Materials by AI Singapore or any party identified by AI Singapore at no charge to AI Singapore.

16 Completion/Extension

- 16.1 Unless earlier terminated in accordance with this Contract or if AI Singapore approves an extension of time in writing, this Contract shall end upon the expiry of the Term.
- 16.2 The Institutions are allowed to submit a request for a one-off project extension not exceeding six (6) months. An extension beyond six (6) months will require compelling justification.
- 16.3 Unless otherwise specifically provided in the Letter of Award, the application for the extension of time shall be made to AI Singapore no later than six (6) months before the original end of the Term; unless there is compelling justification for submission of a late application for extension.

17 Termination

- 17.1 AI Singapore may terminate the Funding or this Contract upon the occurrence of any of the following events:
- (a) any breach of the terms and conditions of this Contract by any Institution or any Research Personnel which is incapable of remedy;
 - (b) failure to remedy any breach of this Contract (where such breach is capable of remedy) by any Institution or any Research Personnel within sixty (60) days of written notification of such breach by AI Singapore.
 - (c) breach of ethics by any Institution or Research Personnel in the conduct of the Research including, but not limited to, ethical rules on patient safety;
 - (d) work carried out by the Institutions using the Funding diverges materially from the Approved R&D Proposal;
 - (e) misconduct relating to the Research;

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

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

- 17.2 In the event that this Contract is suspended or terminated pursuant to Clause 17.5, AI Singapore shall meet any further amounts incurred under the Funding for work done under the Research up to the date of suspension or termination which have not been covered by disbursements of Funding already made by AI Singapore. Clause 7 shall apply (with necessary adjustments) to such claims.
- 17.3 In the event that this Contract is terminated pursuant to Clause 17.1, AI Singapore may, but shall not be obliged to, meet any further amounts incurred under the Funding for work done under the Research up to the date of suspension or termination which have not been covered by disbursements of Funding already made by AI Singapore. 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 Institutions agree that the Funders, through AI Singapore, may require the Institutions to return all or some of the Funds previously disbursed by the Funders, through AI Singapore.
- 17.4 Upon termination of this Contract, the Institutions shall:
- (a) take all necessary actions to minimise further expenditure on the Research (up to the termination date); and
 - (b) return to AI Singapore all monies that have not been expended under the Funding.

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- 17.5 If any Institution is unable to comply with any term or condition of this Contract by reason of a Force Majeure event beyond the reasonable control of such Institution, all Institutions' obligations hereunder shall be suspended during the time and to the extent that the first Institution is prevented from complying therewith by the Force Majeure event provided that the Host Institution shall have first given written notice to AI Singapore specifying the nature and details of such event and the probable extent of the suspension. The affected Institution shall use its best efforts to minimise and reduce the period of suspension occasioned by the Force Majeure event and to remove or remedy such cause with all reasonable dispatch. AI Singapore may forthwith terminate the award by written notice to the Host Institution if such Force Majeure event continues for more than sixty (60) days. The following events shall be considered "Force Majeure" events, namely, national emergencies, war, embargoes, strikes, lock-outs or other labour disputes, civil disturbances, actions or inactions of government authorities, earthquakes, fire, lightning, flood or any other catastrophic event in Singapore caused by the forces of nature.
- 17.6 Clauses 3, 8, 9, 10, 12, 13, 14, 15, 17, 18, 19, 20, 21 and 22 shall survive expiration or termination of this Contract howsoever caused. Clause 8 shall survive expiration or termination of this Contract howsoever caused for a period of five (5) years.

18. Disclaimer of Liability

- 18.1 AI Singapore and Funders shall not be liable to the Institutions or any Research Personnel involved in the Research or any other person whatsoever by reason of or arising from the Terms and Conditions of this Contract or its approval of the Research or the provision of the Funding or the conduct of the Research by, or any breach, act or default of, the Institutions and Research Personnel. Each Institution shall assume all responsibility and liability for:
- (a) all claims, losses, demands, actions, suits, proceedings, costs, or expenses whatsoever arising, suffered or incurred directly from or out of any breach, act or default of such Institution and/or its Research Personnel; and
 - (b) all claims, losses, demands, actions, suits, proceedings, costs, or expenses whatsoever arising out of or in connection with any claim that the intellectual property rights of third party has been infringed as a result of the carrying out of the Research by such Institution and/or its Research Personnel.
- 18.2 AI Singapore and Funders 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 IP, human and animal ethical issues.

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19. Compliance with Law

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

20. General

- 20.1 The grant of the Funding and this Contract is personal to each Institution. The Institutions shall not assign or otherwise transfer any of the rights or obligations hereunder whether in whole or in part without the prior written consent of AI Singapore.
- 20.2 No partnership or joint venture or other relationship between AI Singapore 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 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.
- 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 Singapore law shall govern this Contract in all respects.
- 20.6 The Institutions and all Research Personnel shall be bound by and will conform to all Guidelines and Policies relating to the Funding and the Research as may be in force from time to time. All Guidelines and Policies are hereby expressly incorporated into this Contract by reference. The Terms and Conditions of the AI Singapore Governance Research, Guidelines and Policies are subject to revision from time to time at the absolute discretion of AI Singapore and it is the duty of each Institution and Investigator to be updated of the terms thereof following AI Singapore's communication of such revisions to the Institutions.
- 20.7 AI Singapore shall be entitled to disclose or otherwise make available to Funders any information, reports or other subject matter pertaining to the Research that it receives from the Institutions or any Research Personnel.

21. Entire Contract 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 Terms and Conditions of the AI Singapore Governance Research;
- (b) Guidelines;
- (c) the Letter of Award;
- (d) Approved R&D Proposal; and
- (e) Policies.

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

22.1 Save as expressly stipulated by AI Singapore 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.

23. Collaboration with Third Party

23.1 The Institutions may undertake the Research in collaboration with a Collaborator, such collaboration shall be subject to this Clause 23. Notwithstanding Clause 2.5, the Institutions may also receive funds or any other means of support from a Collaborator for carrying out the research in accordance with this Clause 23.

23.2 The applicable Institutions shall, prior to commencing their collaboration with a Collaborator, enter into a written agreement with such Collaborator which is consistent with the obligations assumed under this Contract setting out, among other things:

23.2.1 the role of the Collaborator in the Research;

23.2.2 the provision of cash and/or in-kind contributions by the Collaborator for the Research;

23.2.3 the work to be undertaken by the Collaborator and its scientific contributions.

23.3 All agreements with Collaborators must conform to the Collaborator Guidelines specified in Appendix A. For avoidance of doubt, Collaborators are not entitled to receive (directly or indirectly) any part of the Funds. The Host Institution shall keep AI Singapore informed of the progress on the work under the collaboration through Yearly Progress Reports and the Final Report.

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- 23.4 The Host Institution shall be responsible for providing AI Singapore with copies of the relevant collaboration agreement between the Collaborators and the applicable Institutions including all amendments, modifications or revisions thereto.
- 23.5 The Institutions shall promptly inform AI Singapore if any aspect for 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 Research IP which may adversely affect AI Singapore's rights under Clause 14.

COLLABORATION GUIDELINES

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

1. The Institutions may engage in collaborations involving any part or the whole of the Research with local or overseas Collaborators. Such collaborations, particularly with local Collaborators, are encouraged if the same enhance the Research and the results of the same.
2. The work in connection with the Research performed pursuant to the collaboration with the Collaborators should, to the extent possible, be carried out in Singapore. The Institutions are not permitted to contract out the whole or a substantial part of the Research to Collaborators.
3. Where possible, the Collaborators' staff should be resident in Singapore, or be re-located to Singapore to undertake the Research, although it is recognised that this may not always be possible in the case of Collaborators based overseas. In particular, it is understood that where the Research (and consequently, the Funding) relate to a joint grant call with an overseas funding agency or organisation, the Collaborators will be based overseas and the Collaborators' scope of work under the Research will be undertaken overseas.
4. The Collaborators are not permitted to receive, directly or indirectly, any part of the Funding, whether in cash or in the form of Assets acquired using the Funding or otherwise. All Assets acquired using the Funding must be located in Singapore and maintained within the control of the Institutions.
5. Collaborators accessing and using Assets acquired using the Funding may only do so pursuant to the terms of the research collaboration agreement that is put in place to govern the collaboration and must do so on terms which are not more favourable than that allowed to any other Singapore based organisation (other than the Institutions).
6. The Institutions shall negotiate and agree upon ownership, intellectual property protection, commercialisation and revenue sharing rights in respect of the Intellectual Property arising from the Research undertaken in collaboration with the Collaborators in accordance with internationally accepted standards and in the best interests of the Institutions and Singapore. All such rights shall be negotiated, agreed upon and stipulated in a formal research collaboration agreement with each Collaborator, which shall be consistent with each Institution's obligations under this Contract.
7. The Institutions shall keep AI Singapore informed of its negotiations with the Collaborators and the terms of the agreement and details of the same in a timely fashion.
8. The Institutions must at all times reserve the right to use the Research IP for their own research and development purposes and to make the same available to the local research community at least for non-commercial research and development purposes.