

Terms and Conditions of the AI Singapore Research Programme

AUGUST 2018

Terms & Conditions of the AI Singapore Research Programme

1. Definitions

1.1. In this Agreement, 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 the NRF on 19 April 2017;

“AISG License” has the meaning set out in Clause 16.4;

“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;

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

“Application” means the application for the Funding submitted to AI Singapore by the Host Institution for and on behalf of the Institutions collectively;

“Approved R&D Project 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 16.1;

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

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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 Institution to the receiving Institution 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;

“Deliverables” means the outcomes and Key Performance Indicators (KPIs) of the Research to be achieved by the Institutions and Investigators as specified in the Letter of Award;

“Final Financial Audit Report” means the report described in Clause 10.8;

“Final KPIs Audit Report” means the report described in Clause 10.8;

“Final Progress Report” means the report described in Clause 10.15;

“Final Statement of Account” has the meaning set out in Clause 11;

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

“Guidelines” means the applicable guidelines for the AI Singapore Research Programme 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 8.1(a);

“Half-yearly KPIs Report” has the meaning set out in Clause 8.1(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;

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“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 Research Programme under which the Funds is made to the Institutions;

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

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

“NRF” means the National Research Foundation and shall include its successors and permitted assignees or transferees;

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

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

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

“Post-project Reports” means the report described in Clause 10.16;

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

“Research” means the project approved by AI Singapore as described in the Approved R&D Project Proposal subject to any modifications or amendments thereto made in accordance with Clause 13;

“Research IP” means all IP howsoever arising from the AI Singapore Research Programme;

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

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

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

“Yearly KPIs Audit Report” means the report described in Clause 10.5;

“Yearly Progress Report” means the report described in Clause 10.13.

2. Funding

- 2.1. The Funding will be provided during the Term in accordance with the provisions of this Agreement. The Institutions shall use the Funding in accordance with this Agreement.
- 2.2. The Institutions shall use the Funds for the Research only and not for any other purpose.
- 2.3. Each Investigator shall use his/her best endeavours to faithfully and diligently carry out or cause to be carried out all necessary 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 Agreement and consistent with internationally recognised good research practices and ethical standards. Each Institution shall ensure that the Research Personnel within their employ undertake and properly discharge the foregoing obligations.
- 2.4. Other than expressly allowed under the Agreement, the Funds of any part thereof shall not be channelled to fund research and development activities overseas.
- 2.5. The Institutions shall not solicit or receive any funds or such other means of support for carrying out the Research from any other person, company, body, organisation, institution or agency (governmental or non-governmental) without 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 Agreement 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)

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- 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: Activities, Facilities and Types of Work

- 4.1. The Institutions shall ensure that the Research is carried out with due care, diligences and skill and that the Funds are used in accordance with this Agreement.
- 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 to facilitate these responsibilities. Where its chief executive officer is also the Principal Investigator, the Host Institution shall appoint another person to which the chief executive officer reports, to represent the Host Institution. Notwithstanding the foregoing, AI Singapore reserves the right to communicate directly with any Institution or Investigator on matters relating to this Agreement.
- 4.3. The Host Institution shall be responsible for: -
 - (a) ensuring that all Institutions and Research Personnel are aware of their respective responsibilities and that they comply with the terms and conditions of this Agreement;
 - (b) providing and/or procuring the basic facilities needed to carry out the Research as detailed in the Approved R&D Project Proposal;
 - (c) ensuring that the Research Personnel 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

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procedures and guidelines to ensure regular and effective monitoring of the Research by the IRB or ethics committee;

- (g) ensuring, where applicable, that all ethics approvals for the conduct of studies using animals are granted including approvals of the relevant institutional animal care and use committee or such other body appointed to deal with ethical issues relating to the care and use of animals in research;
 - (h) ensuring, where applicable, that all necessary regulatory licences or approvals for the Research have been granted prior to the commencement of any work under the Research;
 - (i) ensuring, where applicable, that any clinical trials (as defined under the Medicines Act) conducted as part of the Research, are conducted in accordance with the Singapore Guideline for Good Clinical Practice as amended from time to time or such other applicable guidelines;
 - (j) ensuring that the work under the Research complies with all relevant current laws, government rules and regulations and other applicable guidelines and procedures including those introduced 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;
 - (m) ensuring that AI Singapore is immediately notified in writing upon cessation by any Investigator of active involvement in the Research or long leave of absences (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 Project Proposal.
- 4.4. Each Institution shall be responsible for ensuring that its clinician investigators working under the Research (if any) are aware that they are individually responsible for maintaining appropriate professional indemnity insurance coverage. For the avoidance of doubt, 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

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opportunity.

- 4.6. Without prejudice to the Host Institution's obligations under this Agreement, the Institutions and Investigators shall do all things necessary to enable compliance by the Host Institution of its obligation under this Agreement.
- 4.7. The Host Institution shall manage the use of the Funding for indirect cost in accordance with the Guidelines. Investigators should refer to their Host Institution for their policy of managing such Funds.

5. Acceptance and Commencement of Research

- 5.1. The Host Institution shall ensure each Institution and Investigators submit the Acceptance Form together with all other required documents to AI Singapore (either electronically or in hardcopy) within the time stipulated.
- 5.2. The Principal Investigator shall inform AI Singapore if work on the Research is unable to commence within two (2) months from the beginning of the Term.

6. Research Personnel

- 6.1. The Institutions shall use reasonable efforts to employ or otherwise engage Singapore citizens and/or Singapore Permanent Residents to be deployed in the work under the Research. Nationality waiver requests must be submitted to AI Singapore prior to employing/engaging candidates that do not meet this criterion.
- 6.2. The Institutions shall ensure that the Research Personnel conduct the Research with due care, diligence and skill and comply with this Agreement.
- 6.3. 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 Agreement.
- 6.4. If the Principal Investigator leaves the Host Institution and AI Singapore's approval is not given for arrangements for the continuation of the Research and the continued administration of the Funding, AI Singapore shall have the right to terminate the Funding and/or Agreement.

7. Milestones and Deliverables

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

8. Disbursement of Funds

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- 8.1. Disbursement of the Funds shall be made in accordance with the following provisions: -
- (a) Partner Institutions shall submit requisitions for direct and/or indirect costs for which the Funding is permitted to be used to the Host Institution. Where applicable, the Host Institution will act as a central collator of all fund requisitions before submission to AI Singapore for approval on a half-yearly basis (“Half-yearly Requisition”).
 - (b) Host Institution shall include, with the half-yearly requisition, detailed schedules of expenditure incurred for the previous half-yearly period and 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 will disburse the approved Half-yearly Requisition amounts to the Host Institution who will be responsible for the disbursement of funds to the Partner Institutions.
 - (d) Disbursement of the Funding shall be subject to the due performance of and compliance with this Agreement 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.

9. Accounts, Audits and Monitoring

- 9.1. Each Institution shall keep and maintain full and detailed records and accounts relating to the Funding and the Research, including all items of expenditure incurred and all resources (in cash and/or in-kind) expended for or in connection with the Research.
- 9.2. The Host Institution shall be wholly responsible for monitoring the expenditure of the Funding by the Institutions, ensuring that the Funding is utilised in accordance with this Agreement and certifying in the Yearly Financial Audit Report and Final Financial Audit Report the amount of Funding actually utilised and that the progress of the Research is satisfactory. In the event that the Funding is not utilised in accordance with this Agreement, 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.
- 9.3. Notwithstanding Clause 10, AI Singapore and/or NRF may conduct ad hoc on-site reviews and audits to ensure that the terms of this Agreement are complied with by the Institutions and the reports submitted are an accurate statement of compliance by the respective Institutions. In such event, Clause 12 shall apply.

10. Reporting Requirements

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- 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 to 10.18, 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 at all reasonable times during the Term and for seven (7) years after the expiration or termination of this Agreement. The provisions of this Clause 10 shall apply mutatis mutandis 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.

Financial and Key Performance Indicators (KPIs) Audit Reports

- 10.3. All accounts, records and claims (including its accompanying certified true copies of receipts) in relation to the Funding shall be audited on an annual basis (“Yearly Financial Audit Report”) by an external auditor appointed by each Institution, for the preceding year ending 31 March, and certified as correct by its chief financial officer (or their authorised nominees). In particular, each Institution shall confirm and state in its Yearly Financial Audit Report that such Institution’s requisitions for the Funding are made in accordance with the terms of this Agreement.
- 10.4. The Yearly Financial 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 in accordance with the law and on a consistent basis in accordance with accounting principles, standards and practices generally accepted at the date hereof in Singapore, using the instructions and formats in Annex F.
- 10.5. All Key Performance Indicators of the Research, as reported in the Half-yearly KPIs Report, shall be audited on an annual basis (“Yearly KPIs Audit Report”) by an external auditor appointed by each Institution, for the preceding year ending 31 March, and certified as correct by its director of research (or authorised nominee). Where required, Institutions shall grant, or procure the grant to, AI Singapore and/or external auditors appointed by AI Singapore, for this purpose: -
- (a) access to all relevant records with regard to the KPIs in relation to the Research; and
 - (b) make copies of the relevant records (where applicable) and remove those copies.
- 10.6. The Yearly 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.
- 10.7. The Yearly Financial Audit Report and Yearly KPIs Audit Report shall be submitted

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by each Institution to AI Singapore no later than 15 July of each year.

- 10.8. 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.
- 10.9. Where applicable, the Host Institution will act as a central collator of all audit reports before submission to AI Singapore.
- 10.10. 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.
- 10.11. So long as this Agreement remains in force and at any time during a period of seven (7) 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 Agreement) pursuant to this Agreement;
 - (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 Agreement; and/or;
 - (d) fulfilment of Milestones and Deliverables.
- 10.12. Pursuant to Clause 10.10, the Institutions shall grant, or procure the 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.

Progress Reports

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- 10.13. 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 Reports”). Yearly Progress Reports 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 Term starts less than three (3) months before the end of an FY.
- 10.14. AI Singapore will review the Yearly Progress Report against the Deliverables and Milestones of the Research as stated in the Letter of Award. The Host Institution will be contacted for further information if the Yearly Progress Report is deemed inadequate or unsatisfactory.
- 10.15. The Host Institution shall submit to AI Singapore a final progress report (“Final Progress Report”) within two (2) months after the end of the Term. The Final Progress Report shall contain, among other things, a complete list of the Research Personnel and Assets. AI Singapore will review the outcomes against the Deliverables and Milestones of the Research as stated in the Letter of Award.
- 10.16. 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 Report shall fall 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.
- 10.17. Where applicable, the Host Institution will act as a central collator of all progress reports before submission to AI Singapore.
- 10.18. If the Host Institution fails to submit the Final Progress Report in accordance with Clause 10.15, 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 Progress Report submission deadline. The period of ineligibility will continue until the Final Progress Report is submitted to AI Singapore.

11. Return of Unused Funds and Final Statement of Account

- 11.1. The Host Institution shall submit a final statement of account (“Final Statement of Account”) to AI Singapore within four (4) months of the completion or termination of the Research, or termination of this Agreement, 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.

12. Access to Premises and Records

- 12.1. Pursuant to Clause 9.3, the Institutions shall, at all reasonable times during the Term and for seven (7) years after the expiration or termination of this Agreement, grant AI

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Singapore, NRF and/or its authorised representatives: -

- (a) unhindered access to:
 - (i) the Research Personnel and other employees of the Institution engaged in the Research;
 - (ii) premises occupied by the Institution; and
 - (iii) the Assets and Material;
 - (iv) all accounts, records and documents in relation to the Research and Funding and its administration; and

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

12.2. The access rights in clause 12.1 are subject to: -

- (a) the provision of reasonable prior notice by AI Singapore and/or NRF; and
- (b) the applicable Institution's reasonable security procedures.

12.3. In the event that AI Singapore and/or NRF is investigating a matter which, in its opinion, may involve an actual or suspected unethical conduct, or breach of the law or breach of the terms of this Agreement, clause 12.2(a) will not apply.

12.4. Upon receipt of reasonable written notice from AI Singapore and/or NRF, the Institutions and Investigators shall provide any information relating to the Research required by AI Singapore and/or NRF for monitoring and evaluation purposes.

13. Changes in Research

13.1. 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.

14. Insurance

14.1. 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, an Institution shall provide AI Singapore with a copy of such insurance policies.

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15. Publications of Results and Findings

- 15.1. Subject to the provisions of this Clause 15, the Institutions may publish, at any symposia, national, international or regional professional meeting or in any journal, thesis, dissertation, newspaper or otherwise of its own choosing, the findings, methods and results derived from the Research.
- 15.2. Notwithstanding Clause 15.1, where there is patentable or registrable Background IP of the Institutions and/or Collaborators that needs protection and/or where there is Confidential Information of the Institutions and/or Collaborators contained in the proposed publication or presentation, written approval must be obtained from AI Singapore prior to publications.
- 15.3. 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.
- 15.4. All publications shall 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.

16. Intellectual Property Rights

- 16.1. Background Intellectual Property ("BIP") is any existing IP brought by the Institutions and/or Collaborators into the Research. The Institutions and Collaborators shall grant to each other use rights under its BIP for the purposes of the Research. Where the use or exploitation of any Research IP by AISG Limited requires the use of any BIP, AISG Limited shall negotiate for a non-exclusive licence to such BIP on commercially reasonable financial terms and other conditions, provided that the grant of any such licence is not contrary to any existing legal obligations that the party owning such BIP may have to any third party. The Institutions and/or Investigators shall use best efforts to identify and disclose to AISG Limited details of all such BIP. The Institutions and/or Investigators shall use best efforts to ensure that all such BIP is licensable to AISG Limited and is free of any encumbrance that may prevent such BIP to be licensed to AISG Limited.
- 16.2. All Intellectual Property howsoever arising from the AI Singapore Research Programme ("Research IP") shall, at the first instance, be the property of the Institutions in such proportions that they may determine. This is without prejudice to any agreement that the Institutions may enter into with the Investigators or Research Personnel on the sharing of revenues from the commercial use of Research IP payable to Institutions by AISG Limited.
- 16.3. Where appropriate to the commercial exploitation of any Research IP, the

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collaborating Institutions shall seek and maintain patent protection as determined by the Institutions' Innovation and Enterprise Office (IEO). The costs of all such patent protection shall be borne by the collaborating Institutions in proportions determined in accordance with their respective inventive or creative contribution to the Research IP. Where any Institution intends to discontinue or materially alter any patent application, including the discontinuation of any application or prosecution in any jurisdiction, that Institution shall give AISG Limited not less than one hundred and twenty (120) days' written notice of such intention.

- 16.4. The Institutions shall grant to AISG Limited an exclusive, non-transferable, sub-licensable, perpetual, irrevocable, worldwide, royalty-free right and licence to use, modify, reproduce and distribute the Research IP on terms to be determined by AI Singapore (the "AISG License"). The collaborating Institutions shall, through the operation of the AISG License, retain the right to use the Research IP for research, education and collaborative purposes, including collaborative research projects carried out with any commercial or non-commercial third party.
- 16.5. AISG Limited shall be responsible for aggregating and making accessible all Research IP generated within the AI Singapore Programme and to make it available for research, experimentation, societal and commercial purposes.
- 16.6. All access to Research IP will be managed by AISG Limited. Companies that have made significant cash, in-kind and/or inventive contributions as collaborators with the Institutions and/or Investigators on joint projects, will be offered a time limited first right of negotiation to acquire the exclusive commercial use licence of the Research IP on commercially reasonable terms that shall be determined by AISG Limited.
- 16.7. The Institutions shall keep and maintain a full, comprehensive and updated list of all Research IP, which shall be disclosed to AISG Limited. Details and descriptions of all Research IP shall be made available to AI Singapore for inspection upon request, from time to time.
- 16.8. AISG Limited shall keep and maintain a full, comprehensive and updated set of statements, records and accounts documenting the revenue from the commercialisation and exploitation of the Research IP. 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 collaborating Institutions, such royalties shall be distributed as follows:
 - (a) Retained by AISG Limited: Five percent (5%)
 - (b) Distributed to the collaborating Institutions: Ninety-Five percent (95%)
- 16.9. AISG Limited shall reserve for the Government of Singapore and public sector agencies a non-exclusive, non-transferable, perpetual, irrevocable, worldwide, royalty-free right and licence to use, modify, reproduce and distribute the Research IP for non-commercial, R&D and/or educational purposes only.

17. Third Party Collaborations (if applicable)

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- 17.1. The Institutions may undertake the Research in collaboration with a Collaborator, such collaboration shall be subjected to this Clause 17. Notwithstanding Clause 2.5, the Institutions may also receive funds or any other means of support from a Collaborator for carrying out the research in accordance with this Clause 17.
- 17.2. The applicable Institutions shall, prior to commencing their collaboration with a Collaborator, enter into a written agreement with such Collaborator which is consistent with the obligations assumed under this Agreement setting out, among other things: -
- (a) the role of the Collaborator in the Research;
 - (b) the provision of cash and/or in-kind contributions by the Collaborator for the Research;
 - (c) the requirement for audit reports certifying the amount the Collaborator's cash and/or in-kind contributions to the Research; and
 - (d) the work to be undertaken by and inputs required from the Collaborator and its scientific contributions, if applicable.
- 17.3. All agreements with Collaborators must conform with 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.
- 17.4. 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.
- 17.5. 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 16.
- 17.6. The Host Institution must ensure that AI Singapore is kept informed of the progress on the work under the collaboration in the Yearly Progress Reports and the Final Progress Report.

18. Ownership and Use of Assets

- 18.1. Subject to this Clause 18, title and ownership of the Assets and Materials will vest in the Institutions in such manner to be determined amongst themselves. Save as provided in Clauses 18.2, 18.3 and 18.4, the Assets and Materials shall be used only for the Research. All Assets and Materials shall be physically located in Singapore and maintained within the control of the applicable Institutions during the Term.
- 18.2. The Institutions shall permit Approved Third Parties to access and use the Assets at no charge upon prior appointment provided that: (i) such access and use shall be subject to the availability of the Assets and there are no third party licensing terms restricting such use; and (ii) the Institutions shall be entitled to impose charges for

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the supply of materials, other services and utilities charges connected with the use of the Assets by the Approved Third Parties.

18.3. The Institutions may allow its employees to use the Assets for purposes other than the Research provided always that such use shall; (i) be restricted to research and development work within the Institutions; (ii) be allowed only during the times when the Assets are not being used for the Research; and (iii) not impede the Institutions from meeting its obligations and undertakings under this Agreement.

18.4. 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.

19. Completion/Extension

19.1. Unless earlier terminated in accordance with this Agreement or if AI Singapore agrees in writing to an extension of time, this Agreement shall end upon the expiry of the Research.

19.2. Unless otherwise specifically provided in the Letter of Award, any application for 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.

20. Termination

20.1. AI Singapore may terminate the Funding or this Agreement upon the occurrence of any of the following events: -

- (a) any breach of the terms and conditions of this Agreement by any Institution or any Research Personnel which is incapable of remedy;
- (b) failure to remedy any breach of the terms and conditions of this Agreement (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 Project Proposal;
- (e) misconduct relating to the Research;
- (f) any corruption and/or fraud by the Institution and/or Research Personnel and/or other staff relating to the Research or Funding;

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- (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.

- 20.2. In the event that this Agreement is suspended or terminated pursuant to Clause 20.5, 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 8 shall apply mutatis mutandis to such claims.
- 20.3. In the event that this Agreement is terminated pursuant to Clause 20.1, 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 8 shall apply mutatis mutandis to such claims. Notwithstanding anything to the contrary, in the event of termination pursuant to Clauses 20.1 (c), (e), or (f), the Institutions agree that NRF, through AI Singapore, may require the Institutions to return all or some of the Funds previously disbursed by NRF, through AI Singapore.
- 20.4. Upon termination of this Agreement, the Institutions shall:
- (a) take all necessary actions to minimise further expenditure on the Research; and
 - (b) return to AI Singapore all monies that have not been expended under the Funding.
- 20.5. If any Institution is unable to comply with any term or condition of this Agreement 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

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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.

- 20.6. Clauses 3, 9, 11, 14, 15, 16, 18, 20, 21, 22, 23, 24 and 25 shall survive expiration or termination of this Agreement howsoever caused. Clauses 10 and 12 shall survive expiration or termination of this Agreement howsoever caused for a period of seven (7) years.

21. Disclaimer of Liability

- 21.1. AI Singapore and NRF 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 Agreement 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 Institutions shall assume all responsibility and liability for: -

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

- 21.2. AI Singapore and NRF 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.

22. Compliance with Law

- 22.1. The Institutions and Research Personnel shall, in performing this Agreement, 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.

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23. General

- 23.1. The grant of the Funding and this Agreement 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.
- 23.2. No partnership or joint venture or other relationship between AI Singapore and the Institutions shall be constituted as a result of this Agreement.
- 23.3. Any notice given hereunder shall be in writing and shall be deemed to have been duly given when it has been delivered personally at or posted to the address of the party to which it is required or permitted to be given at such party's address hereinbefore specified or at such other address as such party shall have designated by notice in writing to the party giving such notice.
- 23.4. No failure or delay by a party in exercising any of its rights under these provisions shall be deemed to be a waiver of that right. No waiver by a party of a breach of any provision shall be deemed to be a waiver of any subsequent breach of the same provision unless such waiver so provides by its terms. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law.
- 23.5. Singapore law shall govern this Agreement in all respects.
- 23.6. The Institutions and all Research Personnel shall be bound by and will conform with the Terms and Conditions of the AI Singapore Research Programme, 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 Agreement by reference. The terms of the Terms and Conditions of the AI Singapore Research Programme, 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 on the terms thereof following AI Singapore's communication of such revisions to the Institutions.
- 23.7. AI Singapore shall be entitled to disclose or otherwise make available to NRF any information, reports or other subject matter pertaining to the Research that it receives from the Institutions or any Research Personnel.

24. Entire Agreement and Variation

- 24.1. This Agreement 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 Agreement.
- 24.2. Save where expressly superseded, if any part of this Agreement conflicts with any other part, that part higher in the following list shall take precedence:

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- (a) the terms and conditions contained in the clauses of these Terms and Conditions of the AI Singapore Research Programme;
- (b) the Annexes;
- (c) the Letter of Award;
- (d) Approved R&D Project Proposal;
- (e) Guidelines; and
- (f) Policies.

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

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

APPENDIX A

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 Agreement.
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

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research community at least for non-commercial research and development purposes.