TERMS AND CONDITIONS

1. Definitions

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

"Acceptance Form" means the Acceptance Form accompanying the Letter of Award which is to be completed by the Institutions and Investigators;

"Application" means the application for the Funding submitted to Grantor by the Host Institution for and on behalf of the Institutions collectively and given the grant number specified in the Letter of Award;

"Approved Proposal" means the Application to undertake the Research described therein as approved by Grantor (together with all modifications, amendments and revisions required by Grantor);

"Approved Third Parties" means the Grantor, any publicly funded research institute, research centre, university, polytechnic or other institute of higher learning based in Singapore;

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

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

"Collaborator" means any company, institution, incorporated body or other industry or academic collaborator, which is not an Institution or an Investigator but is to be engaged in the Research in collaboration with the Institutions or any of them;

"Co-Funder" means any other 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 Grantor;

"Contract" means collectively these Terms and Conditions, the Letter of Award, Application, Approved Proposal, Guidelines and Policies (which shall be communicated to the Institutions as applicable);

"Deliverables" means the tangible outcomes of the Research that Institutions and Investigators aim to achieve, as specified in the Approved Proposal;

"Director of Research" means the person identified as leading the Office of Research;

"Final Report" means the report described in Clause 10.7;

"Final Claims" has the meaning set out in Clause 9.1;

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

"Funding" or "Funds" means the amount or amounts payable under this Contract for each project as specified in the Letter of Award;

"Grantor" means Building and Construction Authority providing the Funding as set out in the Letter of Award;

"Guidelines" means the applicable guidelines for application for grants from the Grantor and includes all instructions to applicants (if any) and all application forms which are in use from time to time;

"Host Institution" means the body 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;

"Institutions" means collectively the Host Institution and the Partner Institutions and "Institution" shall mean any one of them;

"Intellectual Property (IP)" means all copyright, rights in relation to inventions (including patent rights and unpatented technologies), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know-how), mask-works and integrated circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

"Investigators" means the Research Personnel identified as Investigators in the Letter of Award;

"IRB" means institutional review board;

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

"Letter of Award" means the letter issued by Grantor preceding these Terms and Conditions under which the grant of the Funds is made to the Institutions;

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

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

"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;

"Periodic Requisition" means the requisition sent to the Grantor as described in Clause 7.1(a);

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

"Research" means the project approved by Grantor as described in the Approved Proposal subject to any modifications or amendments thereto made in accordance with Clause 11;

"Research IP" has the meaning set out in Clause 14.2;

"Research Personnel" means the Investigators and all other employees, consultants and agents of the Institutions who will be engaged in and/ or 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 the Grantor 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 Collaborators or 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 Grantor's prior written consent, such consent not to be unreasonably withheld.

3. Accuracy of Information

The Institutions warrant that the information contained in the Application, all reports referred to in this Contract and any other information submitted to Grantor 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 co-ordinating all matters relating to the Research, use of the Funds, communications with Grantor, 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 its chief executive officer or Director of Research is also the Lead Principal Investigator, the Host Institution shall appoint another non-conflicted person from its management to represent the Host Institution. Notwithstanding the foregoing, Grantor reserves the right to communicate directly with any Institution or Investigator on matters relating to this Contract.

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 Proposal;

(c) ensuring that the Investigators adopt the highest achievable standards, exhibit impeccable integrity and follow all prevailing guidelines on good research practices in Singapore (or internationally established guidelines, where applicable) in the conduct of the Research;

(d) monitoring the scientific progress of the Research towards achievement of the Milestones and Deliverables and reporting to Grantor 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 activities requiring such approval is initiated before it has been granted;

(f) ensuring, where applicable, that the Institutions put in place proper procedures and guidelines to ensure regular and effective monitoring of the Research by the IRB or research ethics committee;

(g) ensuring, where applicable, that all ethics approvals for the conduct of studies using animals are granted including approvals of the relevant institutional animal care and use 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 while the 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 Grantor is immediately notified in writing of any development that will adversely affect the progress of the Research;

(m) ensuring that Grantor is immediately notified in writing upon cessation by any Investigator of active involvement in the Research or long leave of absence (e.g. sabbatical); and

(n) ensuring that Grantor is immediately notified in writing if any work carried out using the Funding diverges materially from the Approved Proposal.

4.4 Each Institution shall be responsible for ensuring that its Investigators working under the Research are aware that they are individually responsible for maintaining appropriate professional indemnity insurance coverage (if mandated under Singapore law). For the avoidance of doubt, Grantor 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 Grantor 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 and ensuring that the Funding is utilised in accordance with this Contract. In the event that the Funding is not utilised in accordance with this Contract, the Host Institution shall immediately inform the Grantor and provide full details of the same, and take all action necessary to minimise further use of the Funding and inform Grantor 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 Institutions for their policy of managing such use. The Grantor does not 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 that each Institution and Investigator submit the Acceptance Form together with all other required documents to Grantor (either electronically or in hardcopy) within the time stipulated.

5.3 If any Investigator is unable to continue the Research, the Institution engaging such Investigator shall, subject to the written approval of Grantor, appoint a successor within a reasonable time. In seeking approval, the Institution must satisfy Grantor 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 Grantor within a reasonable time or where the nature of the appointment of the Investigator in the particular Letter of Award is non-transferable, Grantor shall have the right to terminate the Funding and/or this Contract.

6. Milestones and Deliverables

The Institutions and the Investigators shall endeavour to achieve the Milestones and Deliverables within the timelines set out in its Approved Proposal.

7. Disbursement of Funds

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

(a) Each Institution shall submit requisitions for direct and/or indirect costs for which the Funding is permitted to be used to Grantor for approval on a quarterly (or any other interval as agreed by Grantor) basis ("Periodic Requisition").

(b) Each Institution shall include, with its Periodic Requisition, detailed schedules of expenditure incurred for the previous period, which are certified correct by the Institution.

(c) Grantor shall decide if it will disburse the approved Periodic Requisition amounts to the Host Institution for the Host Institution to administer subsequent disbursements to Partner Institutions, or if the Periodic Requisition amounts will be separately disbursed directly to all Institutions. Where it is decided that the Host Institution shall administer the disbursements, the Partner Institutions shall issue a requisition to the Host Institution, and the Host Institution shall be responsible for 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 any necessary ethics approvals (e.g. IRB for the Research), with satisfactory documentary evidence to be provided to Grantor.

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 for or in connection with the Research where the Funding was used.

8.2 Grantor is entitled from time to time to conduct ad hoc on-site audits to ensure that the terms of this Contract are being, or were met by the Institutions and that the reports and all information submitted to Grantor by the Institutions 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 Grantor and its authorized 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 those 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 Grantor; and

(b) the applicable Institution's reasonable security procedures.

8.5 In the event that Grantor 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 Contract, Clause 8.4 (a) will not apply.

8.6 Upon receipt of reasonable written notice from Grantor, the Institutions and Investigators shall provide the Grantor with all reasonable cooperation and assistance in connection with the audits.

9. Return of Unused Funds and Final Statement of Account / Final Claims

9.1 Each Institution shall submit a final statement of account ("Final Statement of Account") or final claims ("Final Claims") to Grantor within six (6) months of the completion of the Research, or termination of this Contract, or the end of the Term, whichever is the earliest, failing which Grantor may refuse to make further disbursements of the Funding and/or disallow further claims from such Institution. Where directed by the Grantor, the relevant Institution shall return to the Grantor any unused Funds.

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 advancements[1]. If an Institution fails to submit the Final Statement of Account in accordance with Clause 9.1, the Lead Principal Investigator will not be eligible to submit new grant applications as Lead 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 the Grantor.

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 Grantor. Notwithstanding Clauses 10.2 to 10.8, the Grantor 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 more regular intervals. The provisions of this Clause 10 shall apply (together with any necessary adjustments) to such reporting requirements.

10.2 Time is of the essence with respect to the 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, Grantor may discontinue further disbursements of the Funding.

<u>Periodic Audit Report</u>

10.3 Each Institution shall submit an audit report ("Periodic Audit Report") containing all relevant financial information on the Research.

10.4 The audit requirements are specified in the audit terms of reference as provided by the Grantor separately.

<u>Yearly Progress Report</u>

10.5 The Host Institution shall submit to Grantor, on a Financial Year ("FY") basis, progress reports prepared by the Investigators in respect of the scientific progress and results of Research ("Yearly Progress Reports"). Yearly Progress Reports shall be submitted on or before 31 May (two (2) months from the end of the FY) or on such earlier date as reasonably required by Grantor. 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 Grantor will review the Yearly Progress Report against the objectives of the Research as stated in this Contract. The Host Institution must submit any further information as

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

required by Grantor, if the Yearly Progress Report is deemed to be inadequate or unsatisfactory by Grantor.

Final Report

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

10.8 If the Host Institution fails to submit the Final Report in accordance with Clause 10.7 the Lead Principal Investigator will not be eligible to submit new grant applications as Lead Principal Investigator for a period starting from the final report submission deadline, and ending one year from the date the overdue Final Report is received by the Grantor.

11. Changes in Research

No material amendments, alterations or changes shall be made to the Research without Grantor's prior written approval. Save as aforesaid, the Host Institution shall notify Grantor in writing of all other amendments, alterations or changes made to the Research as soon as possible. For the purposes of this Clause, "material amendments, alterations or changes" shall mean those amendments, alterations or changes that have a material effect on the scope, nature, direction or purpose of the Research.

12. Insurance

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 Grantor 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 all publications arising from the Research are 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 shall ensure that all publications acknowledge the funding support provided by Grantor and, where appropriate, the scientific and other contributions of the other Institutions and Research Personnel in accordance with established norms.

14. Intellectual Property Rights

14.1 Background Intellectual Property ("BIP") is any existing IP contributed by the Institutions and/or Collaborators into the Research. Unless expressly agreed otherwise, this Contract shall not affect each party's rights to its BIP.

14.2 All Intellectual Property howsoever arising from the Research ("Research IP") shall, at the first instance, be the property of the Institutions in such proportions as they may determine. This is without prejudice to any agreement that the Institutions may enter into with the Collaborators, Investigators or Research Personnel on ownership and exploitation of Research IP.

14.3 The Investigators shall identify and disclose to the Institutions details of all such Research IP. The Institutions shall make such details of Research IP available to Grantor for inspection at any time.

14.4 Management of all Research IP shall have reference to and be guided by the key principles of the Singapore National IP Protocol for Publicly Funded R&D.

14.5 The Institutions shall keep and maintain a full, comprehensive and updated set of statements, records and accounts documenting the Revenue from their commercialisation and exploitation of the Research IP.

14.6 The Institutions should 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 Grantor, 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 Grantor'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 as to be determined amongst themselves. Save as provided in Clauses 15.2, 15.3, and 15.4, the Assets and Materials shall be used only for the Research. All Assets shall be physically located in Singapore or other locations approved by the Grantor 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.

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 allowed only during the times when the Assets are not being used for the Research; and (ii) not impede the Institutions from meeting its obligations and undertakings under this Contract.

15.4 Upon the expiry or termination of this Contract and for a period of five (5) years thereafter, Grantor may require the Institutions to grant access for the use of any of the Assets by Grantor or any party identified by Grantor at no charge to the Grantor.

16. Completion/Extension

16.1 Unless earlier terminated in accordance with this Contract or if an extension of time is approved, this Contract shall end upon the expiry of the Term. Unless otherwise specifically provided in the Letter of Award, any application for extension of time shall be submitted no later than six (6) months before the original end of the Term.

17. Termination

17.1 Grantor may terminate the Funding or this Contract upon the occurrence of any of the following events: -

(a) any breach of this Contract by any Institution or 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 ninety (90) days of written notification of such breach by Grantor;

(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 Proposal;

(e) misconduct relating to the Research;

(f) any corruption, misrepresentation and/or fraud by the Institution 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) ceasing or threatening to cease to carry on business by any Institution; or

(j) Grantor is of the opinion that the continued performance of the Research is not or no longer viable.

The Host Institution shall immediately inform the Grantor 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, the Grantor shall meet any further amounts incurred under the Funding for work done under the Research up to the date of suspension or termination. Clause 7 shall apply (with the necessary adjustments) to such claims.

17.3 In the event that this Contract is terminated pursuant to Clause 17.1, Grantor 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 termination. The provisions of Clause 7 shall apply (with the necessary adjustments) to such claims. Notwithstanding anything to the contrary, in the event of termination pursuant to Clauses 17.1 (c), (e), or (f), the

Institutions agree that Grantor may require the Institutions to return all or some of the Funds previously disbursed by Grantor.

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 the Grantor all monies that have not been expended under the Funding.

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 Grantor specifying the nature and details of such event and the probable extent of the suspension. The affected Institution shall use reasonable efforts to minimize and reduce the period of suspension occasioned by the Force Majeure event and to remove or remedy such cause with all reasonable dispatch. Grantor 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 The Grantor shall not be liable to the Institutions or any Research Personnel involved in the Research or any other person whatsoever by reason of or arising from this Contract 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 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 have been infringed as a result of the carrying out of the Research by such Institution and/or its Research Personnel.

18.2 The Grantor shall have no liability to the Institutions or the Research Personnel merely by reason of its provision of the Funding and the Institutions shall be responsible for all acts and conduct relating to the Research, including all IP, human and animal ethical issues.

19. Compliance with Law

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 their rights or obligations hereunder whether in whole or in part without the prior written consent of Grantor.

20.2 No partnership or joint venture or other relationship between Grantor 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, Investigators and all Research Personnel shall be bound by and will conform with all Guidelines and Policies relating to the Funding and the Research as may be in force from time to time. The terms and conditions of all Guidelines and Policies are hereby expressly incorporated into this Contract by reference. The terms of the Guidelines and Policies are subject to revision from time to time at the absolute discretion of Grantor and it is the duty of each Institution and Investigator to be updated on the terms thereof following the Grantor’s communication of such revisions to the Institutions.

20.7 Grantor shall be entitled to disclose or otherwise make available to any Co-Funder any information, reports or other subject matter pertaining to the Research that it receives from the Institutions or any Research Personnel.

21. Entire Agreement and Variation

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

21.2 Save where expressly superseded, if any part of this Contract conflicts with any other part, that part higher in the following list shall take precedence: -

(a) the Terms and Conditions;

(b) Guidelines;

(c) the Letter of Award;

(d) Approved Proposal; and

(e) Policies.

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

Save as expressly stipulated by Grantor 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.