e 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;

sation named in

and managing the Research;

r Institutions and

one of them;

(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

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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 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

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 Final Statement of Account to Grantor within six (6) months of the

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14.2 Research IP
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

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.

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.