

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 Agency for Science, Technology and Research (A*STAR) providing the Funding as set out in the Letter of Award;

“Research IP” has the meaning set out in Clause 1

- 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

8. Records and Audits

8.1 Each Institution

required by Grantor,

16. Completion/Extension

16.1 Unless earlier

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 the Contract.

