
GRANT TERMS AND CONDITIONS

Applicable to RIE Programme and RIE Project grants
awarded to Publicly Funded Research Institutions

(With effect from 1 November 2026)

Version Control History

Effective Date	Version	Summary of Key Changes
1 July 2016	1.0	First release
1 January 2020	2.0	• Editorial and drafting refinements to improve clarity, consistency and enforceability of clauses.
1 November 2026	3.0	• Scope expanded to cover RIE Programmes in addition to RIE Projects including the introduction of governance and reporting provisions specific to RIE Programmes. • New definitions introduced (e.g. RIE Programme, Double-dipping, Conflict of Interest (COI), Qualifying Expenditure). • <u>Clause 4 (p 7-9)</u>: Strengthened use-of-funds controls, including explicit prohibition of double-dipping. • Removed the requirement for Institution to ensure its Investigators' awareness to maintain Professional Indemnity Insurance coverage. • <u>Clause 6.5-6.7 (p 13)</u>: Introduced institutional governance requirements for Host Institutions to establish and maintain policies and procedures for: i. COI management and disclosure; ii. Detection, reporting and investigation of scientific misconduct and research integrity (including whistleblowing mechanisms); iii. Data management and retention for data arising from the RIE Programme / RIE Project. • <u>Clause 10.7 (p 17)</u>: Introduced provisions on repayment and recovery of funds, including for non-qualifying expenditure and late claims. • <u>Clause 13.3-13.4 (p 20-21)</u>: Enhanced reporting framework, with clear requirements for RIE Programme / RIE Project and flexibility in reporting frequency. • <u>Clause 17 (p 23-24)</u>: Strengthened asset governance and disposal controls.

		• <u>Clause 18.1 (p 24-26)</u>: Introduced provisions for clawback of disbursed funds, and for withholding, reduction, suspension or termination of funding. • Removed debarment for late submission of Final Report / Final Statement of Account and replaced with a broader debarment framework. • <u>Clause 18.2 (p 27)</u>: Introduced debarment framework for Investigators in respect of specified breaches. • <u>Clause 20 (p 28-29)</u>: Introduced provisions on the handling of Confidential Information shared by the Grantor. • <u>Clause 26-28 (p 33-34)</u>: Introduced dispute resolution provisions, including escalation, mediation and litigation.
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TERMS AND CONDITIONS (T&Cs)

1. DEFINITIONS

- 1.1 In the Agreement (as defined below), the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

“Acceptance Form” means the acceptance form annexed to the Letter of Award which is to be completed by the Host Institution;

“Acknowledgement Form” means the acknowledgement form annexed to the Letter of Award which is to be completed by the Programme Director/ Lead Principal Investigator / Project Lead and each Partner Institution where applicable;

“Advancement” means the disbursement of Funds to fund expenditure before such expenditure is incurred;

“Agent” means a person or entity that acts on behalf of another person or organisation, with the authority to make decisions or take actions for them;

“Agreement” means the resulting contract between the Parties constituted by the Grantor’s offer in the Letter of Award and the Host Institution’s acceptance of such offer, which terms and conditions include those contained in:

- (a) the Letter of Award;
- (b) these Terms and Conditions;
- (c) the Grant Rules; and
- (d) the Approved Proposal,

including all schedules and annexes thereto;

“Application” means the application for the Funding for the RIE Programme / RIE Project submitted to the Grantor by the Host Institution for and on behalf of the Institutions collectively, an individual applicant or a group of applicants;

“Approved Budget” means the budget corresponding to the approved funding amount set out in the Letter of Award, including any subsequent revisions approved by the Grantor;

“Approved Funding Amount” means the total funding amount approved and specified in the Letter of Award for the RIE Programme / RIE Project;

“Approved Proposal” means the Application as approved by the Grantor, including any subsequent amendments required or approved by the Grantor;

“Approved Third Parties” means any Government body, publicly funded research institute, research centre, university, polytechnic or other institute of higher learning based in Singapore, as conveyed by the Grantor to the Institutions;

“Assets” means all equipment, computer software, goods, products, databases, accessories, hardware and any other asset funded by the Funding but do not include Foreground IP or consumables;

“Claim Period” means a financial year quarter (i.e. a quarter ending on 30 June, 30 September, 31 December or 31 March), or such other claim period as may be specified in the Letter of Award;

“Collaborator” means a person or entity engaged either through a formal agreement or informal partnership, that participates in the RIE Programme / RIE Project by contributing expertise, resources, or data, but is not a grant recipient. Collaborators can be industry partners, academic institutions, or individuals outside the funded Institutions;

“Co-Funder” means any other organisation, institution, body, association (unincorporated or otherwise) or corporation which co-funds any part of the Funding whether through or together with the Grantor;

“Complete Year” means a one-year period beginning on the first day of the Term or any anniversary thereof;

“Conflict of Interest” or **“COI”** means any personal matter, circumstance, interest or activity involving or affecting an institution, the Institution’s officer, personnel, employee or agent that actually, potentially, or may reasonably be perceived to compromise the institution’s ability to perform its obligations under this Agreement objectively and without bias arising from personal gains or benefit;

“Deliverables” means the tangible outcomes of the RIE Programme / RIE Project that the Institutions and Investigators aim to achieve, as specified in the Letter of Award and/or Approved Proposal;

“Director of Research” means the individual formally appointed by the Host Institution to lead the Institution’s Office of Research, who shall be authorised to act on behalf of the Host Institution in matters relating to the administration, compliance and governance of the RIE Programme / RIE Project;

“Director of Innovation and Enterprise Office (IEO)” means the individual formally appointed by the Host Institution to lead the Institution’s IEO, who shall be authorised to act on behalf of the Host Institution in matters relating to the administration, compliance and governance of grants related to enterprise, innovation and research translation;

“Double-dipping” means the act of submitting or receiving funding or support from more than one source for the same cost item, activity, or component of the RIE Programme / RIE Project, whether intentionally or otherwise. This includes, without limitation, any circumstances where costs claimed or reimbursed under this Agreement are, or will be, funded in whole or in part under another grant or funding arrangement;

“Final Report” means the report described in **Clause [13.4.1]** and **[13.4.2]**;

“Final Claim” in respect of a RIE Programme / RIE Project that receives Funds on a Reimbursement basis, means the final Periodic Requisition to be submitted by the Host Institution to the Grantor pursuant to **Clause [13.5]**;

“Final Statement of Account” in respect of a RIE Programme / RIE Project that receives Funds in an Advancement basis, means the final Periodic Requisition to be submitted by the Host Institution to the Grantor pursuant to **Clause [13.5]**;

“Financial Year” or **“FY”**, in relation to any specified year, means a 12-month period commencing on 1 April of that year and ending on 31 March of the following year;

“Funded Activities” means activities which are related to the RIE Programme/ RIE Project and supported by the Funding;

“Funding” means the provision of Funds by the Grantor under the Agreement;

“Funds” means the amount of funds that the Grantor agrees to provide the Host Institution with, whether on a Reimbursement or Advancement basis, under the Agreement for the RIE Programme / RIE Project, as specified in the Letter of Award;

“Grantor” means the RIE Implementing Agency that issues the Letter of Award and provides the Funding;

“Government” refers to the Government of the Republic of Singapore as a whole, including all its ministries, government departments and organs of state;

“Host Institution” means the host institution named in the Letter of Award, being the body, institution or organisation responsible for undertaking and managing the RIE Programme / RIE Project;

“Grant Rules” means the grant rules annexed to the Letter of Award, as may be revised or updated by the Grantor and conveyed to the Host Institution;

“Innovation and Enterprise Office” or **“IEO”** means the office that acts as the primary liaison between the Grantor and the Host Institution for grants related to enterprise, innovation and research translation;

“Institutions” means collectively the Host Institution and the Partner Institutions, and **“Institution”** means any one of them;

“Intellectual Property” or **“IP”** means patents, copyright, trademarks, service marks, trade names, domain names, meta tags, get-ups, inventions, design rights, moral rights, rights relating to computer software, database rights, integrated circuit topography, geographical indications, other industrial or intellectual property rights in inventions, unregistered designs, drawings, layout circuit designs, computer programs, utility models, petty patents, trade secrets, test or development results, confidential information, know-how, business names, goodwill and the style or presentation of goods or services and all other similar rights of whatever nature wherever in the world arising, in each case:

- (a) whether registrable or not;
- (b) whether registered or not;
- (c) including any application to protect or register such rights;
- (d) including all renewals and extensions of such rights or applications;
- (e) whether vested, contingent or future; and
- (f) wherever existing;

“Investigator” means an individual who is directly involved in the conduct of approved activities or delivery of deliverables under an RIE Programme / RIE Project, including the Programme Director/ Lead Principal Investigator/ Project Lead, in accordance with their respective roles and responsibilities as set out in the Letter of Award or the Acknowledgement Form returned by the employing institution(s) in response to the Letter of Award;

“Institutional Review Board” or **“IRB”** refers to an administrative body established to protect the rights and welfare of human research subjects. It is also known as the independent ethics committee, ethical review board or research ethics board;

“Lead Principal Investigator” means the Investigator identified in the Letter of Award as the overall lead for the RIE Project. For research translation grants, this role is also known as the **“Project Lead”**;

“Letter of Award” means the letter issued by the Grantor offering to grant Funding to the Host Institution;

“Losses” means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts’ and consultants’ fees), settlement sums and sums paid in satisfaction of a court, arbitral or expert award;

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

“Milestones” means the milestones specified in the Letter of Award and/or Approved Proposal, being the milestones which the Institutions, together with its Investigators, shall endeavour to achieve;

“Office of Research” means the office established by the Host Institution in accordance with **Clause [6.1(c)]**;

“Parties” means the Grantor and the Host Institution, and **“Party”** means any one of them;

“Partner Institutions” means the partner institutions identified in the Letter of Award, being the bodies, institutions or organisations responsible for working together with the Host Institution to conduct the RIE Programme / RIE Project;

“Periodic Agreed-Up Upon Procedure (AUP) Report” has the meaning given to it in **Clause [13.2.1]**;

“Periodic Requisition” means a requisition issued pursuant to **Clause [10.2]**;

“Progress Report” has the meaning given to it in **Clause [13.3.1]** and **[13.3.2]**;

“Programme Director” means the individual identified in the Letter of Award as the overall lead for a RIE Programme;

“RIE Programme / RIE Project” means the RIE Programme or RIE Project, as applicable, approved by the Grantor specified in the Letter of Award or otherwise conveyed by the Grantor, provided that, unless expressly designated by the Grantor as an RIE Programme, such approval shall be deemed to be an RIE Project;

“Reimbursement” means the disbursement of Funds to fund expenditure after such expenditure has been incurred;

“RIE Programme / RIE Project Personnel” means personnel employed by the Host Institution or any Partner Institution for the purposes of the RIE Programme / RIE Project, including Postdoctoral Fellows, Research Assistants, technical staff and other project staff, whose salaries and related manpower costs are chargeable as eligible manpower expenditure from the Funding and who work under the direction and supervision of the Investigators;

“Qualifying Expenditure” means the qualifying expenditure incurred by the Host Institution or any Partner Institution to carry out the RIE Programme / RIE Project, as determined in accordance with the Agreement;

“Revenue” means the gross consideration received by the Host Institution or any Partner Institution, the Grantor or members of the RIE Programme / RIE Project Personnel (as the case may be) from the licensing or commercialisation of any Foreground IP;

“Term” means the term of the Agreement, being the approved grant duration set out at paragraph 1.2 of the Letter of Award, as may be extended or otherwise varied with the Grantor’s written approval;

“Terms and Conditions” means these Terms and Conditions;

“TOR” means the terms of reference for the Periodic AUP Report annexed to the Letter of Award; and

“Warranties” means the warranties and representations given by the Host Institution and each Partner Institution in **Clause [5.1]**, and **“Warranty”** means any one of them.

1.2 In the Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa where the context requires;
- (b) the headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation;
- (c) references to a person include a body corporate, company, limited liability partnership, partnership, business trust, unincorporated association, society or government agency (whether or not having separate legal personality);
- (d) a reference to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”;
- (e) any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation;
- (f) “year” means calendar year, “month” means calendar month and “day” means calendar day; and
- (g) for the purposes of computing time, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

2. FUNDING

- 2.1 Subject to the Host Institution performing its obligations under the Agreement and procuring that each Partner Institution comply with the Agreement, the Grantor agrees to provide Funding to the Host Institution on the terms and conditions set out in the Agreement.

3. OBLIGATIONS OF THE HOST INSTITUTION AND PARTNER INSTITUTIONS

- 3.1 The Host Institution must ensure that:
- (a) each Partner Institution complies with the Agreement; and
 - (b) the Programme Director / Lead Principal Investigator / Project Lead, all other Investigators, each member of the RIE Programme / RIE Project Personnel and each Collaborator are made aware of their respective responsibilities, comply with the obligations under the Agreement that apply to them and do all things necessary to enable the Host Institution and the Partner Institutions to comply with their respective obligations under the Agreement.
- 3.2 Notwithstanding **Clauses [6.1(b)]** and **[6.1(c)]**, the Host Institution and each Partner Institution shall remain liable for its obligations under the Agreement.
- (a) The Host Institution shall ensure that each Partner Institution complies with and is responsible for ensuring that all Investigators and members of the RIE Programme / RIE Project Personnel employed or engaged by each Partner Institution comply with, all applicable laws, statutes, regulations, rules, guidelines and requirements relevant to the RIE Programme / RIE Project.
 - (b) The Host Institution and each Partner Institution shall be responsible for the acts, defaults, negligence and omissions of all Investigators and members of the RIE Programme / RIE Project Personnel in the performance of their obligations under this Agreement.

4. USE OF FUNDS

- 4.1 The Host Institution and each Partner Institution shall apply the Funds in accordance with the terms of this Agreement. The Host Institution and each Partner Institution must use the Funds only for Qualifying Expenditure for the RIE Programme / RIE Project and not for any other purpose.
- 4.2 The Host Institution and all Partner Institutions must ensure:
- (a) that the RIE Programme / RIE Project is carried out with due care, diligence and skill; and
 - (b) must procure that each Investigator and members of the RIE Programme / RIE Project Personnel within such Institution:

- i. faithfully and diligently carries out or cause to be carried out all necessary research and development work for the RIE Programme / RIE Project; and
 - ii. devotes all necessary time, resources and support to ensure the successful conduct, implementation and completion of the RIE Programme / RIE Project in accordance with the Agreement and in a manner consistent with internationally recognised good research practices and ethical standards.
- 4.3 Unless explicitly approved by the Grantor, the Host Institution and each Partner Institution must ensure that no part of the Funds is transferred or otherwise made available to any Collaborator or third party as a grant, sub-award, sub-grant or other funding arrangement for the conduct of any part of the RIE Project. For the avoidance of doubt, this clause does not prevent the reimbursement of, or direct payment for, allowable expenses incurred by a Collaborator in connection with approved activities conducted in Singapore under the RIE Project.
- 4.4 **Clause [4.3]** shall not apply to RIE Programmes where the relevant funding arrangements or activities have been approved by the RIE Programme Steering Committee, Governing Board or equivalent oversight body approved by the Grantor.
- 4.5 The Host Institution and each Partner Institution shall:
 - (a) ensure that there is no Double-dipping in relation to the Funds; and
 - (b) ensure that no claim for Reimbursement, Advancement or any other approved disbursement modality which would amount to Double-dipping is submitted under the Agreement.
- 4.6 The Host Institution and each Partner Institution represent, warrant and undertake to the Grantor that:
 - (a) it has not received prior funding from another funding agency in Singapore for a substantially similar project; and
 - (b) it will not receive funding from another funding agency in Singapore for a substantially similar project.
- 4.7 The Host Institution and each Partner Institution shall:
 - (a) promptly disclose to the Grantor any funding or other support received from any other person, company, body, organisation, institution or agency (governmental or non-governmental) for activities related to the RIE Programme / RIE Project; and
 - (b) ensure that the Funds are not used to support any activity, cost, expenditure or deliverable that is also funded, reimbursed or otherwise

supported by another source, except with the Grantor's prior written approval.

- 4.8 The Grantor shall have the right to reduce or terminate the Funding if the Grantor is of the view that it is no longer necessary to fund the Host Institution or any Partner Institution, or to provide funding to that extent, as the case may be, in light of such other funding or support for the RIE Programme / RIE Project from any other source.
- 4.9 The Agreement creates no obligation on the Grantor to make any payment to the Host Institution or the Partner Institution or to reimburse the Host Institution or any Partner Institution on any ground or basis whatsoever, for any costs or expenses the relevant Institution may have incurred prior to the commencement of the Term, unless otherwise provided in the Grant Rules.
- 4.10 Nothing in this Agreement shall be construed to oblige the Grantor to provide any further funding to the Host Institution or any Partner Institution beyond what is specified in the Agreement.

5. ACCURACY OF INFORMATION

- 5.1 The Host Institution and each Partner Institution represent, warrant and undertake to the Grantor that:
 - (a) all the information contained in the Application, Approved Proposal, all reports and all other information submitted to the Grantor relating to the RIE Programme / RIE Project or the Funding is and will remain true, complete, accurate and not misleading; and
 - (b) the Host Institution and each Partner Institution is not aware of any fact or matter or circumstance not disclosed to the Grantor which renders any such information untrue, incomplete, inaccurate or misleading, or the disclosure of which might reasonably affect the willingness of the Grantor to agree to provide the Funding or the terms upon which the Grantor would be willing to provide the Funding.
- 5.2 Without limiting the generality of the obligations in **Clause [5.1]**, examples of incomplete, inaccurate or misleading information for the purposes of **Clause [5.1]** include any of the following:
 - (a) any false or improper reports of financial accounts;
 - (b) any other false or improper documents;
 - (c) any improper claims;
 - (d) any fictitious track records;
 - (e) any inflated or under-declared report of funds obtained from other sources for the RIE Programme / RIE Project;

- (f) any omission of, falsification or misrepresentation of information on any other funding source for the RIE Programme / RIE Project;
 - (g) any false or inaccurate claims that proper approvals (including IRB or the relevant ethics approvals) have been obtained;
 - (h) any false or inaccurate report on the progress of the RIE Programme / RIE Project or achievement of any Milestone or Deliverable;
 - (i) any false or inaccurate reports on the status of collaborations with third parties relating to the RIE Programme / RIE Project;
 - (j) any misrepresentation in relation to satisfaction of eligibility criteria, such as time-commitment or inflated claims of industry funding to qualify for matching funds; and
 - (k) any fabricated, falsified, manipulated or otherwise misleading research data, research results, research records, or research outputs relating to the RIE Programme / RIE Project.
- 5.3 The Host Institution and each Partner Institution acknowledge that the Grantor has entered into the Agreement in reliance upon the Warranties.
- 5.4 The Warranties are deemed to be made by the Host Institution and each Partner Institution by reference to the facts and circumstances then existing on each day throughout the Term.
- 5.5 If, at any time during the Term:
- a) the Host Institution or any Partner Institution becomes aware that any of the Warranties was or is untrue, incomplete, inaccurate or misleading in any respect; or
 - b) any event occurs or matter arise of which the Host Institution or any Partner Institution becomes aware that any of the Warranties was or is untrue, incomplete, inaccurate or misleading in any respect,

the Host Institution and each Partner Institution shall immediately notify the Grantor in writing as soon as practicable setting out full details of the matter.

6. ADMINISTRATION OF THE FUNDING

- 6.1 The Host Institution must:
- (a) be responsible for co-ordinating all matters relating to the Agreement, including the use of the Funds, communications with the Grantor and the reporting requirements, for and on behalf of the Host Institution and all Partner Institutions;

- (b) ensure that, for the purpose of institutional accountability under this Agreement, the Host Institution is represented by its President or Chief Executive Officer or such other senior officer with equivalent authority; and
 - (c) designate an Office of Research, led by a Director of Research or equivalent (or Innovation & Enterprise Office, led by a Director of Innovation & Enterprise or equivalent), to facilitate the Host Institution's responsibilities under this Agreement and act as the primary liaison between the Host Institution and the Grantor for the awarded grants. Where any person appointed under **Clause [6.1(b)]** or this **Clause [6.1(c)]** is also involved in the RIE Programme / RIE Project as the Programme Director / Lead Principal Investigator / Project Lead, Investigator or Collaborator, the Host Institution must appoint another non-conflicted member of its management to discharge the relevant institutional accountability or liaison function.
- 6.2 The Grantor shall have the right to communicate directly with the Host Institution or any Partner Institution, Investigator or Collaborator on matters relating to the Agreement.
- 6.3 The Host Institution and each Partner Institution shall be responsible for:
- (a) providing and procuring the basic facilities needed to carry out the RIE Programme / RIE Project as detailed in the Approved Proposal;
 - (b) ensuring that the Investigators adopt the highest achievable standards, exhibit impeccable integrity and follow all prevailing guidelines on good research practices in Singapore (and internationally established guidelines, where applicable) in the conduct of the RIE Programme / RIE Project;
 - (c) monitoring the progress of the RIE Programme / RIE Project towards the achievement of the Milestones and Deliverables and reporting to the Grantor any deviations or anticipated problems which may materially affect the RIE Programme / RIE Project;
 - (d) ensuring, where applicable, that all necessary approvals from the local IRB, research ethics committee or multi-centre research ethics committee have been obtained for the RIE Programme / RIE Project and that no activities requiring such approval are initiated before the approval has been obtained;
 - (e) ensuring, where applicable, that the Institutions has appropriate procedures and guidelines in place for the regular and effective monitoring of the RIE Programme / RIE Project by the relevant IRB or research ethics committee(s);
 - (f) ensuring, where applicable, that all ethics approvals for the conduct of studies using animals (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) have

been obtained and that no activities requiring such approval are initiated before the approval has been obtained;

- (g) ensuring, where applicable, that all necessary regulatory licences or approvals for the RIE Programme / RIE Project have been obtained prior to the commencement of any work under the RIE Programme / RIE Project;
- (h) ensuring, where applicable, that any clinical trials conducted as part of the RIE Programme / RIE Project are conducted in accordance with applicable law;
- (i) ensuring that the work under the RIE Programme / RIE Project complies with all applicable laws, guidelines and procedures including those introduced while the RIE Programme / RIE Project is in progress;
- (j) ensuring that all Investigators and members of the RIE Programme / RIE Project Personnel involved in animal research or in the breeding, housing and care of animals, are properly trained and supervised;
- (k) ensuring that the Grantor is immediately notified in writing of any development that may adversely affect the progress of the RIE Programme / RIE Project, including the anticipated cessation of, or any leave of absence exceeding **three (3) months** of the Programme Director / Lead Principal Investigator / Project Lead, and propose to the Grantor a mitigation plan; and
- (l) ensuring that Grantor is immediately notified in writing if any work carried out using the Funding constitutes a material divergence from the Approved Proposal.

6.4 The Host Institution and each Partner Institution must maintain robust frameworks to promote and safeguard the responsible conduct of the RIE Programme / RIE Project, including frameworks to prevent, detect, report, investigate and address scientific misconduct, impropriety and irregularity. Such frameworks must include appropriate mechanisms, such as whistleblowing channels, escalation procedures, for reporting and investigating allegations. The Host Institution and each Partner Institution must promptly report to the Grantor any incident or allegation of scientific misconduct, impropriety or irregularity relating to the RIE Programme / RIE Project. Upon conclusion of any investigation, the Host Institution or Partner Institution, as applicable, must promptly report the outcome of such investigation to the Grantor, together with the mitigation or remedial measures taken.

6.5 The Host Institution and each Partner Institution must maintain adequate procedures to enable early identification, disclosure and effective management of any potential, perceived, or actual COI relating to the Agreement, the RIE Programme / RIE Project, or the Funded Activities. Each Institution must promptly notify the Grantor of any actual COI relating to the RIE Programme/ RIE Project or the Funded Activities and, upon implementation, the measures taken to manage or mitigate the COI.

- 6.6 The Host Institution and each Partner Institution must establish and maintain appropriate data management procedures to ensure that all data arising from the RIE Programme / RIE Project is securely stored and preserved for at least **five (5) years** after the end of Term, or such longer period as may be required by applicable laws.
- 6.7 The Host Institution and each Partner Institution must monitor the expenditure of the Funding and ensure that the Funding is utilised in accordance with the Agreement. If the Funding is not utilised in accordance with this Agreement (the “**Unauthorised Use**”), the Host Institution or Partner Institution(s) must:
- (a) immediately inform the Grantor and provide full details of the Unauthorised Use;
 - (b) take all action necessary to minimise further use of the Funding in furtherance of the Unauthorised Use; and
 - (c) inform the Grantor of all mitigation or remedial actions taken.

The Grantor reserves the right to claw back any disbursed Funds in cases of Unauthorised Use.

7. PROGRAMME DIRECTOR/ LEAD PRINCIPAL INVESTIGATOR/ PROJECT LEAD, OTHER INVESTIGATORS AND MEMBERS OF THE RIE PROGRAMME / RIE PROJECT PERSONNEL

- 7.1 The Host Institution and each Partner Institution must ensure that the following are submitted to the Grantor in such format as the Grantor may require, by the deadline stipulated by the Grantor:
- (a) the Acceptance Forms signed by the Director of Research (or Director of Innovation & Enterprise) on behalf of the Host Institution;
 - (b) the Acknowledgement Forms signed by the Programme Director/ Lead Principal Investigator /Project Lead and Director of Research on behalf of each Partner Institution; and
 - (c) any other document required by the Grantor.
- 7.2 If the Programme Director/ Lead Principal Investigator/ Project Lead or any Investigator ceases to be involved in the RIE Programme / RIE Project, the Institution which employed such Investigator shall immediately notify the Grantor in writing, within a reasonable time:
- (a) propose to the Grantor a successor for the Grantor’s approval; and
 - (b) include with such proposal, justification that the proposed successor has the requisite qualifications and skills for his or her proposed role in the RIE Programme / RIE Project.

- 7.3 Where the Host Institution is unable, within a reasonable time, to appoint a successor acceptable to the Grantor to replace an outgoing Programme Director/ Lead Principal Investigator / Project Lead, the Grantor may terminate the RIE Programme / RIE Project.
- 7.4 Where a RIE Project is contingent upon the appointment of a single Lead Principal Investigator whose role is non-transferable, the RIE Project shall be terminated upon the cessation of involvement of such Lead Principal Investigator.

8. MILESTONES AND DELIVERABLES

- 8.1 Unless otherwise agreed with the Grantor, the Host Institution and each Partner Institution shall ensure that their respective Investigators use reasonable efforts to achieve the Milestones and Deliverables within the timelines set out in the Letter of Award and/or Approved Proposal.

9. CHANGES IN RIE PROGRAMME / RIE PROJECT AND TERM

- 9.1 The Host Institution shall seek the Grantor's prior written approval if the Host Institution or any Partner Institution proposes to make any material amendment, alteration or change to the RIE Programme / RIE Project. The Host Institution and the Partner Institutions shall not implement any such material amendment, alteration or change to the RIE Programme / RIE Project without the Grantor's prior written approval, in accordance with the applicable provisions set out in the Grant Rules.
- 9.2 For the purpose of this Agreement, "material amendment, alteration or change" means any amendment, alteration or change that has a material effect on the scope, nature, direction or purpose of the RIE Programme / RIE Project.
- 9.3 If the Host Institution wishes to request for any extension of the Term, such request shall be made to the Grantor at least **six (6) months** (or such other period agreed between the Parties) before the expiry of the Term, together with supporting information and documentation to substantiate its request for an extension of the Term.
- 9.4 Where an extension of the Term results in any amendment, alteration or change to the Approved Proposal, the Host Institution may be requested to submit a Proposed Revised Proposal together with its request for extension of the Term, in accordance with **Clause [9.3]**.

10. DISBURSEMENT

10.1 Reimbursement or Advancement Basis

10.1.1 The Funds may be disbursed on a Reimbursement or Advancement basis, as indicated in the Letter of Award. Any other disbursement arrangement shall require the Grantor's prior written approval and must be expressly specified in the Letter of Award or otherwise approved by the Grantor in writing.

10.2 Collation of Periodic Requisitions

10.2.1 Where the Host Institution is administering the disbursements:

- (a) each Partner Institution shall submit its periodic requisition to the Host Institution;
- (b) the Periodic Requisition submitted by the Host Institution shall be a collation of the periodic requisitions of all Partner Institutions as well as its own periodic requisition; and
- (c) unless otherwise directed by the Grantor, the Host Institution shall be responsible for the disbursement of Funds received from the Grantor to the Partner Institutions in accordance with the Periodic Requisition approved by the Grantor.

10.3 Periodic Requisition (Reimbursement Basis)

10.3.1 This clause shall apply to Funds disbursed on a Reimbursement basis.

10.3.2 After every Claim Period which may be on a quarterly basis or such other interval as agreed in writing by the Grantor:

- (a) the Host Institution shall submit to the Grantor a Periodic Requisition prepared in accordance with **Clause [10.3.3]**; and
- (b) where necessary, each Partner Institution shall submit to the Grantor a Periodic Requisition prepared in accordance with **Clause [10.3.3]**.

10.3.3 A Periodic Requisition shall include:

- (a) a detailed breakdown of all Qualifying Expenditure incurred (based on the date in which the expenditure is incurred during the Claim Period;
- (b) supporting documents for each Qualifying Expenditure included in the Periodic Requisition; and
- (c) such other documents and information as the Grantor may require for the purposes of evaluating the request,

and be certified as true and correct by the Host Institution and each Partner Institution.

10.4 Periodic Requisition (Advancement Basis)

10.4.1 This clause shall apply to Funds disbursed on an Advancement basis.

10.4.2 Before every Claim Period which may be on quarterly basis or such other interval as agreed in writing by the Grantor:

- (a) the Host Institution shall submit to the Grantor a Period Requisition prepared in accordance with **Clause [10.4.3]**; and
- (b) where necessary, each Partner Institution shall submit to the Grantor a Periodic Requisition prepared in accordance with **Clause [10.4.3]**.

10.4.3 A Periodic Requisition shall include:

- (a) a detailed breakdown of all Qualifying Expenditure estimated to be incurred during the Claim Period;
- (b) supporting documents for all Qualifying Expenditure incurred up to the date of the Periodic Requisition;
- (c) such other documents and information as the Grantor may require for the purposes of evaluating the request,

and be certified as true and correct by the Host Institution and each Partner Institution.

10.5 Evaluation of Periodic Requisition

10.5.1 The Grantor may approve or reject all or part of the Periodic Requisition, or pro-rate any line item in the Periodic Requisition if, in the Grantor's view:

- (a) any line item in the Periodic Requisition is not in accordance with the approved Proposal and/or Agreement;
- (b) any line item in the Periodic Requisition is not a Qualifying Expenditure;
- (c) any line item in the Periodic Requisition results in:
 - (d) the total amount claimed under any vote in the Approved Budget exceeding the approved amount for that vote in the Approved Budget; or
 - (e) the total amount claimed pursuant to the Agreement exceeding the Approved Funding Amount;
- (f) any claim in the Periodic Requisition amounts to Double-dipping;
- (g) any failure to comply with **Clause [10.3.3]** or **[10.4.3]**; or
- (h) the Host Institution or any Partner Institution is in breach of or reasonably suspected to be in breach of any provision of the Agreement.

10.6 Disbursement

10.6.1 Subject to **Clause [10.6.2]**, if the Grantor approves all or part of a Periodic Requisition, the Grantor will disburse the approved disbursement amount in such manner or at such time as the Grantor determines.

10.6.2 The Grantor may choose to do one or more of the following:

- (a) disburse all or part of the Funds to the Host Institution for the Host Institution to administer onward disbursements to the relevant Partner Institutions;
- (b) disburse all or part of the Funds to one or more Partner Institutions directly.

10.7 Repayment and Recovery

10.7.1 The Grantor may, by notice to the Host Institution or any Partner Institution, require the Host Institution or such Partner Institution to repay any part of the Funds which have been disbursed if:

- (a) there has been overpayment of Funds;
- (b) there are unexpended portions of Funds (in the case of disbursement on an Advancement basis);
- (c) the Funds arise from expenditure that is not fundable, not necessary, not reasonable, not relevant or not used for the RIE Programme / RIE Project, or is subject to Unauthorised Use;
- (d) the Funds relate to expenses that are not Qualifying Expenditures; or
- (e) the related Periodic Requisition was received by the Grantor beyond the deadline for submission.

10.7.2 The Host Institution and each Partner Institution shall promptly notify the Grantor where it becomes aware that any Funds in respect of an expense were not in fact Qualifying Expenditure or are otherwise recoverable under **Clause [10.7.1]**.

10.8 Set-off

10.8.1 Whenever under the Agreement any sum of money (including damages) shall be recoverable from or payable by the Host Institution or any Partner Institution, the same may be deducted by the Grantor from any subsequent disbursement of Funds under the Agreement.

11. BOOKS AND RECORDS

- 11.1 The Host Institution and each Partner Institution must keep and maintain full, proper and detailed books, records, accounts, receipts, invoices and any other relevant documents (including employment records of the members of the RIE Programme / RIE Project Personnel) relating to the Qualifying Expenditures or Agreement to allow a proper assessment to be made by the Grantor or its authorised representatives and its agents as to whether the Host Institution and the Partner Institutions have been in compliance with the Agreement.
- 11.2 The Host Institution and each Partner Institution must maintain separate, accurate and up-to-date accounts of all receipts, and expenditure of the Funds they received. All supporting documents, including receipts, invoices, and accounts, must be retained for at least **five (5) years** after the expiry or termination of the Agreement.
- 11.3 The obligations in this **Clause [11]** are without prejudice to and in addition to the Institutions' obligation to comply with all applicable laws.
- 11.4 If there is any discrepancy between the documents maintained by any Institution referred to in **Clause [11.1]** and any report or Periodic Requisition submitted by any Institution to the Grantor pursuant to the Agreement, the Host Institution and the relevant Partner Institution shall reconcile such discrepancies and provide a report on such reconciliation to the Grantor promptly.

12. AUDITS BY THE GRANTOR

- 12.1 Subject to **Clause [12.5]**, the Grantor may at any time during the Term and up to **five (5) years** after the expiry or termination of the Agreement, upon reasonable prior written notice and following consultation with the Host Institution on a reasonable timeline, conduct ad hoc audits to verify that the Host Institution and Partner Institutions are in compliance with the provisions of this Agreement. Such audits may be carried out by the Grantor or a third party appointed by the Grantor.
- 12.2 The Host Institution and each Partner Institution shall:
- (a) ensure that the Grantor and its appointed third-party auditors are given:
 - i. full access to the premises, personnel, facilities, systems, books and records of the Host Institution and each Partner Institution as may be reasonably required;
 - ii. full access to the Investigators and members of the RIE Programme / RIE Project Personnel;
 - iii. full access to the Assets and any Materials relating to the RIE Programme / RIE Project or the Agreement;

- iv. permission to take copies of any Materials, books, records or other document or information referred to in this **Clause [12.2(a)]**;
 - v. all reasonable cooperation, access and assistance in connection with such audit; and
 - vi. all reasonable assistance to inspect the performance of the RIE Programme / RIE Project;
- (b) allow the Grantor and its third-party auditors to meet with the Investigators, members of the RIE Programme / RIE Project Personnel and any other personnel of the Host Institution or any Partner Institution and ensure that such persons provide all information reasonably necessary to enable the Grantor and its third-party auditors to perform the audit effectively.
- 12.3 The access rights in **Clause [12.1]** is subject to the relevant Institution's reasonable security procedures.
- 12.4 The Grantor, the Host Institution and each Partner Institution shall bear their respective costs and expenses incurred in respect of any such audit. For the avoidance of doubt, the Host Institution and each Partner Institution may use indirect costs to support such costs and expenses. Where an audit discloses any material breach of the Agreement, the Host Institution shall reimburse the Grantor for all reasonable costs and expenses incurred by the Grantor in connection with the audit.
- 12.5 The requirement to give prior notice under **Clause [12.1]** shall not apply and the Grantor shall be entitled to audit the Host Institution and any Partner Institution immediately if the Grantor has reasonable grounds to suspect that any of the following have occurred:
- (a) actual or suspected unethical conduct in connection with the RIE Programme / RIE Project;
 - (b) breach of any applicable laws;
 - (c) any breach of the Agreement; or
 - (d) any other circumstances, in the Grantor's opinion, warrant an immediate audit.
- 12.6 Unless otherwise agreed by the Grantor, the Host Institution and each Partner Institution must implement all relevant measures recommended in any audit report pursuant to any audit contemplated in this **Clause [12]**, within the timelines agreed between the Parties.

13. REPORTING REQUIREMENTS

13.1 General

- 13.1.1 The Host Institution and each Partner Institution must, within such reasonable time period as may be stipulated by the Grantor, provide any assistance and information requested by the Grantor relating to the use of the Funds, the RIE Programme / RIE Project or the Agreement.
- 13.1.2 The Host Institution and each Partner Institution must ensure that the Programme Director / Lead Principal Investigator / Project Lead gives the Grantor such additional information on the progress and outcomes of the RIE Programme / RIE Project as the Grantor may require.
- 13.1.3 The Grantor may, by notice to the Host Institution and the Partner Institutions, vary the reporting requirements under the Agreement.
- 13.1.4 The Host Institution and all Partner Institutions must attend such meetings as the Grantor may require from time to time by giving reasonable written notice:
 - (a) to provide updates to the Grantor in relation to the progress of the RIE Programme / RIE Project and the Funded Activities; or
 - (b) for any other purpose relating to the Agreement.

13.2 Periodic AUP Reports

- 13.2.1 The Host Institution and each Partner Institution (where applicable) must provide to the Grantor a **Periodic AUP Report**, prepared in accordance with the TOR, at such frequency and in such format as required by the Grantor from time to time.

13.3 Progress Reports

- 13.3.1 The Host Institution must ensure that the Programme Director, Lead Principal Investigator or Project Lead (as applicable) submits, at such frequency and in such format as the Grantor may require from time to time:
 - (a) a progress report detailing the progress and results of the RIE Programme / RIE Project (each, a “**Progress Report**”); and
 - (b) any supporting document or information to enable the Grantor to verify the accuracy of such report.
- 13.3.2 For an RIE Programme, the Grantor may direct that the Programme Director submit the Progress Report to the relevant Programme Steering Committee or Governing Board (as applicable) for approval within the timelines and frequency as stipulated by the Grantor and thereafter submit the approved progress report to the Grantor.

13.4 Final Report and Additional Reports

13.4.1 Within **three (3) months** after the earlier of the completion of the RIE Project or the expiry or termination of the Agreement, the Host Institution must ensure that the Lead Principal Investigator / Project Lead submits to the Grantor:

- (a) a final report on the progress and results of the RIE Project in such format as the Grantor may require (the “**Final Report**”); and
- (b) any supporting document or information the Grantor may require to enable the Grantor to verify the accuracy of such report.

13.4.2 Within **six (6) months** after the earlier of the completion of the RIE Programme or the expiry or termination of the Agreement, the Programme Director must submit the Final Report to the RIE Programme Steering Committee or Governing Board (as applicable) for approval and thereafter submit the approved progress report to the Grantor.

13.4.3 If requested by the Grantor, the Host Institution and Partner Institutions must ensure that the Programme Director / Lead Principal Investigator / Project Lead provides further reports on the RIE Programme / RIE Project outcomes after the end of Term at such frequency and in such format as the Grantor may require (the “**Additional Reports**”).

13.5 Final Statement of Account / Final Claim

13.5.1 The Host Institution and each Partner Institution must submit to the Grantor:

- (a) Final Statement of Account (for Funds received on an Advancement basis); or
- (b) Final Claim (for Funds received on a Reimbursement basis),

within **six (6) months** after the earlier of the completion of the RIE Programme/ RIE Project or the expiry or termination of the Agreement (the “**Final Statement Deadline**”).

14. INSURANCE

14.1 The Host Institution and each Partner Institution must effect and maintain, with a licensed insurance company, adequate insurance policies in respect of:

- (a) all risks which may be incurred by the relevant Institution, arising out of its participation in the RIE Programme / RIE Project and the Funded Activities, including but not limited to, death or personal injury, loss of or damage to property or any other loss; and
- (b) those required under any applicable legislation (together the “**Required Insurances**”).

15. PUBLICATIONS OF RESULTS AND FINDINGS

- 15.1 The Host Institution and any Partner Institution may publish, at any symposium, 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 RIE Programme / RIE Project, provided that:
- (a) any publication arising from the RIE Programme / RIE Project is made publicly available no later than **twelve (12) months** after the official date of publication; and
 - (b) the author-accepted manuscript (AAM)¹ of the publication is deposited in the Institution's repository (or any other institutional/subject/publisher repository) that is publicly accessible, ((a) and (b) collectively, the "**Open Access Policy**"; and
 - (c) any publication in relation to the RIE Programme / RIE Project acknowledges the Grantor in accordance with **Clause [9]** (Acknowledgement Guidelines) of the Grant Rules.
- 15.2 The Host Institution and each Partner Institution must comply with any future changes to the Open Access policy.
- 15.3 The Grantor shall have the right to publicise the outcomes of the RIE Programme / RIE Project in any material it deems fit, provided that such publication does not in any way result in the disclosure of Background IP or Foreground IP of the Institutions.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Unless otherwise expressly agreed, the Agreement shall not affect each Party's rights to own or licence its Background IP.
- 16.2 All Foreground IP shall be the property of the Institutions in such proportions as they may determine. The Institutions may enter into agreements with the Collaborators, Investigators or members of the RIE Programme / RIE Project Personnel in relation to the ownership and exploitation of the Foreground IP.
- 16.3 The Institutions shall ensure that the Investigators identify and disclose to the Institutions the details of all Foreground IP. The Institutions must make such details of the Foreground IP available to the Grantor for inspection at any time.
- 16.4 The Institutions must manage all Foreground IP in a manner consistent with the key principles of the Singapore National IP Protocol for Publicly Funded R&D in the management of the Foreground IP.

¹ The author-accepted manuscript (AAM) is the full and final text of the work (as accepted for publication including all changes arising from peer review). Documents that have been typeset or copy-edited by the publishers are not AAMs.

- 16.5 Each Institution must keep and maintain a full, comprehensive and updated set of statements, records and accounts documenting any Revenue from its commercialisation and exploitation of the Foreground IP.
- 16.6 Each Institution must reserve a royalty-free, irrevocable, worldwide, perpetual and non-exclusive right for the Government and public sector agencies to use any licensed or assigned Foreground IP for their statutory functions, non-commercial and/or R&D purposes. The Institutions may request a waiver of this **Clause [16.6]** from the Grantor if such waiver would support the effective commercialisation of the Foreground IP by a third party pursuant to the National IP Protocol for Publicly Funded R&D. The Grantor may in its absolute discretion decide whether or not to grant any waiver.
- 16.7 In the Agreement:
- (a) “**Background IP**” means IP which is created prior to or independently of the Funded Activities; and
 - (b) “**Foreground IP**” means IP, including future IP, which results from or is generated pursuant to the Funded Activities.

17. OWNERSHIP AND USE OF ASSETS

- 17.1 Without prejudice to **Clause [16]**, title to and ownership of the Assets shall vest in the Host Institution and the Partner Institutions in the manner to be determined amongst themselves and managed in accordance with their prevailing asset management policies.
- 17.2 The Host Institution and each Partner Institutions must ensure that during the Term, and for a period of **five (5) years** after the expiry or termination of this Agreement, all Assets:
- (a) are and remain owned by the Host Institution or a Partner Institution;
 - (b) remain physically located in Singapore or such other locations as may be approved in writing by the Grantor;
 - (c) are maintained within the control of the relevant Institutions;
 - (d) are not encumbered, sold, transferred or disposed of, except with the Grantor’s prior written approval and subject to such conditions as the Grantor may impose (which may include a requirement for the relevant Institution to pay the Grantor the proceeds for any disposal); and
 - (e) are made available, as and when required by the Grantor, for access to and use by the Grantor or such persons as the Grantor may specify.

- 17.3 The Host Institution and each Partner Institution may, in the interest of maximising utilisation and minimising wastage of publicly funded resources, make the Assets available for use by other users who are not involved in the RIE Programme / RIE Project for purposes other than the RIE Programme / RIE Project, where reasonable and where there is spare capacity, provided that such use does not adversely affect the delivery of the RIE Programme / RIE Project or the ability of the Host Institution or Partner Institution to comply with its obligations under this Agreement. The relevant Institutions may impose reasonable charges on a cost-recovery basis to recover the cost of materials, services and utilities associated with such use.

18. SPECIFIED EVENTS, TERMINATION AND OTHER CONSEQUENCES

18.1 Specified Events and Termination

18.1.1 If the Grantor determines that:

- (a) there has been any breach (whether material or not) by any Institution of any of its obligations under the Agreement (not being a default covered by any other sub-clause of **Clause [18.1.1]**) and:
 - i. such breach results, or is likely to result, in damage to the reputation of the Grantor; or
 - ii. such Institution fails to remedy such breach within ninety (90) days after the date of the written notice from the Grantor to do so; or
 - iii. such breach is not capable of being remedied within a reasonable time;
- (b) any Institution is in breach of any Warranty;
- (c) there has been a breach of ethics (including ethical rules on patient safety) by the Host Institution or any Partner Institution or its Investigators or members of the RIE Programme / RIE Project Personnel in the conduct of the RIE Programme/ RIE Project;
- (d) there has been professional misconduct or impropriety by the Host Institution, any Partner Institution, any Investigators, any members of the RIE Programme/ RIE Project Personnel or other staff in relation to the RIE Programme / RIE Project, including any conduct involving dishonest intent, bad faith, corruption or fraud;
- (e) the Grantor has received notice pursuant to **Clause [18.1.7]**, and the Host Institution has failed to take any measure required by the Grantor to address such potential inability to comply with the Agreement;

- (f) the Grantor is of the reasonable opinion that:
- i. the continued performance of the RIE Programme / RIE Project is no longer viable, including where any work carried out using the Funding constitutes a material divergence from the Approved Proposal; or
 - ii. work on the RIE Programme / RIE Project has ceased or been substantially stopped;

(each, a “**Specified Event**”), the Grantor shall have the right (in addition to and without prejudice to all other rights or remedies available) to do one or more of the following, and no Institution shall have any claim for damages or compensation arising out of or in connection with the exercise of such rights:

- i. withhold the disbursement of any part of the Funding which has yet to be disbursed;
- ii. reduce the total amount of the Funding by such amount as the Grantor may determine;
- iii. make such modifications to the Approved Budget and Approved Proposal as the Grantor may determine;
- iv. require any Institution to repay the Grantor all or any part of the Funds within such period as may be specified in a written notice from the Grantor, regardless of whether such Institution has utilised such Funds;
- v. require any Institution to take all necessary steps to bring the RIE Programme / RIE Project to a close and minimise the losses arising from such closure;
- vi. require any Institution to immediately cease incurring any expenses in connection with the RIE Programme / RIE Project, unless otherwise approved by the Grantor;
- vii. require the Institutions to submit a Final Report in accordance with **Clause [13.6]** within **three (3) months**; or
- viii. terminate the Agreement with immediate effect by giving the Recipient written notice.

18.1.2 If the Grantor has reason to suspect that a Specified Event has occurred, the Grantor may investigate the matter or await the outcome of investigations by any other authority. Pending such investigations, the Grantor may do one or more of the following:

- (a) withhold the disbursement of any part of the Funds which has yet to be disbursed;

- (b) reduce the total amount of the Funding by such amount as the Grantor may determine; or
- (c) require any Institution to cease incurring any further expenditure in connection with the RIE Programme / RIE Project.

Each Institution shall, at its own cost, cooperate in such investigation in all reasonable aspects.

- 18.1.3 Termination of the Agreement or expiry of the Term shall be without prejudice to any rights and obligations of either Party which have accrued prior to such termination or expiry and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination or expiry.
- 18.1.4 The Host Institution and Partner Institution must immediately inform the Grantor when it becomes aware of the occurrence of any Specified Event referred to in **Clause [18.1.1]**.
- 18.1.5 If this Agreement is terminated pursuant to **Clause [18.1.1]**, the Grantor shall only be obligated to disburse the Funds in respect of costs that are incurred by the Host Institution and the Partner Institutions for the purposes of the RIE Programme / RIE Project up to the date of termination (as stated in the Grantor's notice of termination), and the Grantor shall not be liable for any costs incurred after that date. For avoidance of doubt, the Grantor may withhold, reduce or recover Funds in accordance with this Agreement. **Clauses [10] and [13.7]** shall apply (with the necessary adjustments) to any claims submitted pursuant to this **Clause [18.1.5]**.
- 18.1.6 Upon termination of this Agreement, the Host Institution and Partner Institutions shall:
 - (a) work to bring the Funded Activities to a close and take all necessary actions to minimise further expenditure on the RIE Programme / RIE Project (up to the date of termination); and
 - (b) return to the Grantor all unexpended monies under the Funding as at the date of termination, in accordance with the timeline as stipulated by the Grantor in its notice of termination.
- 18.1.7 The Host Institution must immediately notify the Grantor when the Host Institution or any Partner Institution becomes aware that the relevant Institution will not, or is unlikely to be able to, comply with any of the relevant Institution's obligations under the Agreement. The Grantor is not obliged to provide any assistance to resolve such potential inability to comply, nor take any action to protect any Institution.
- 18.1.8 The Host Institution and each of the Partner Institutions must immediately notify the Grantor if there is, or there is suspicion of, any financial irregularity, fraud or misuse of any Funds.

18.2 Debarment

18.2.1 In addition to and without prejudice to **Clause [18.1]**, the Grantor may debar any Investigator or member of the RIE Programme / RIE Project Personnel from applying for, receiving or participating in grants, administered by the Grantor if the Investigator or member of the RIE Programme / RIE Project Personnel engages in any of the following:

- (a) giving false information to the Grantor that had material bearing on the Application, Approved Proposal, the Funding or the RIE Programme / RIE Project;
- (b) misusing the Funds for personal gains or purposes unrelated to the RIE Programme / RIE Project;
- (c) falsifying or fabricating information, or committing plagiarism, in connection with the Approved Proposal or any report or supporting document to be submitted under the Agreement;
- (d) failing to obtain ethical review approval or failing to follow approved protocol in the conduct of research involving human subjects;
- (e) entering into any unauthorised arrangement to sub-award, sub-grant, sub-contract, transfer or otherwise make available any part of the Funds to any Collaborator or third party for the conduct of any part of the RIE Project, without the Grantor's prior written approval, or in the case of an RIE Programme, without approval in accordance with **Clause [4.4]**;
- (f) engaging in conduct or actions that compromise national security or public interest, or breach export control regulations or sanctions;
- (g) misappropriating IP, including the unauthorised use of ideas or methods obtained through privileged communication and/or improper use of artificial intelligence models; or
- (h) failure to disclose COI that may compromise the objectivity of the design, conduct or reporting of the RIE Programme / RIE Project.

19. FORCE MAJEURE

19.1 If the Host Institution or any Partner Institution is unable to perform its obligations by reason of an event beyond the reasonable control of the Host Institution or such Partner Institution (a “**Force Majeure Event**”), that Institution shall not be liable for any failure or delay in performing the affected obligations, provided that:

- (a) such Institution gives written notice to the Grantor specifying the nature and details of the Force Majeure Event and the probable extent of the suspension;

- (b) such Institution uses reasonable efforts to minimise and reduce the period of suspension occasioned by the Force Majeure Event; and
- (c) whenever possible such Institution must resume the affected obligations as soon as the factor or event occasioning the failure ceases or abates.

For the purposes of the Agreement, a “**Force Majeure Event**” shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires, epidemics or pandemics, and other catastrophes.

- 19.2 If the effect of any Force Majeure Event continues for a period exceeding **sixty (60) days**, the Grantor may at any time thereafter give written notice to the Host Institution to terminate the Agreement with immediate effect without being liable to the Host Institution or any of the Partner Institutions in damages or compensation.
- 19.3 If a Force Majeure Event occurs, the relevant Institution shall for the duration of such Force Majeure Event be relieved of any obligation under the Agreement as is affected by the Force Majeure Event except that the provisions of the Agreement shall remain in force with regard to all other obligations under the Agreement which are not affected by the Force Majeure Event.
- 19.4 Failure of:
- (a) any Institution’s subcontractor, supplier or employee; or
 - (b) any Investigator or member of the RIE Programme / RIE Project Personnel,

to perform their respective obligations shall not constitute a Force Majeure Event in relation to the relevant Institution.

20. HANDLING OF CONFIDENTIAL INFORMATION

- 20.1 For the purposes of this Agreement, “**Confidential Information**” means any confidential or sensitive information disclosed by or on behalf of the Grantor to, or otherwise received or obtained from the Grantor by, any Institution or Investigator in connection with the Agreement, but excludes information that:
- (a) is or becomes publicly available other than through a breach of the Agreement or any other legal obligation, or through the default or negligence of the Institution, Investigator or individual engaged by an Institution under a contract for service;
 - (b) was lawfully in the possession of, or already known on a non-confidential basis to, the relevant Institution or Investigator before its disclosure by the Grantor, as evidenced by written records; or
 - (c) is independently developed by the relevant Institution or Investigator without reference to the Confidential Information.

- 20.2 Save as permitted under **Clause [23.11]**, each Party (the “**receiving Party**”) must not at any time disclose to any third party the Confidential Information of the other Party (the “**disclosing Party**”), except with the prior written consent of the disclosing Party.
- 20.3 Each Party must only use the other Party’s Confidential Information for the purposes for which the Confidential Information is provided. Without limiting the generality of the foregoing, the Host Institution and each Partner Institution must:
- (a) ensure that Confidential Information is accessed and used by Investigators and members of the RIE Programme / RIE Project Personnel only to the extent necessary for the performance of the RIE Programme / RIE Project, and only where they are duly authorised and, where applicable, possess the requisite clearance or approval to access such Confidential Information;
 - (b) implement and maintain appropriate safeguards to prevent unauthorised access to, disclosure of, or distribution of the Grantor’s Confidential Information, including limiting access to authorised Investigators and members of the RIE Programme / RIE Project Personnel on a strict need-to-know basis; and
 - (c) take all reasonable measures to ensure that the Grantor’s Confidential Information is not copied, reproduced, disseminated, transmitted or otherwise made available to any unauthorised person, whether intentionally or inadvertently.
- 20.4 A Party shall not be liable for disclosing Confidential Information in the event and to the extent that such disclosure is required by any applicable law, regulation or directive of any government, statutory or regulatory body (including any stock exchange) or by any legal process issued by a court or tribunal of competent jurisdiction, provided such Party must, to the extent reasonably practical and permitted by law, give the other Party prompt prior notice of any such requirement and cooperate with the other Party to limit the scope of such disclosure to the maximum extent permitted by law.
- 20.5 Upon the expiry or termination of the Agreement, the Host Institution and each Partner Institution shall securely erase, delete or destroy all Confidential Information of the Grantor in its possession or control, except to the extent that retention is required by applicable law.
- 20.6 The Host Institution and each Partner Institution shall immediately inform the Grantor upon becoming aware of any breach of this **Clause [20]** and shall, at its own cost, take all reasonable measures to limit the extent and impact of such breach.

21. LIMITATION OF LIABILITY

- 21.1 The Grantor shall not be liable for any consequence, whether direct or indirect, that may come about from the activities of the Host Institution or any Partner Institution (including the carrying out of the RIE Programme / RIE Project), or the use of the Funds.
- 21.2 The Grantor shall not be liable to the Host Institution, any Partner Institution, any Investigator or member of the RIE Programme / RIE Project Personnel, or any other person by reason of or arising from:
- (a) the Agreement;
 - (b) the RIE Programme / RIE Project; or
 - (c) the provision of the Funding.
- 21.3 The Host Institution and each Partner 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 the conduct of (including any breach, act or default) of the Host Institution, any Partner Institution or any of their Investigators or members of the RIE Programme / RIE Project 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 IP rights of any third party have been infringed as a result of the carrying out of the RIE Programme / RIE Project by the Host Institution, any Partner Institution or any of their Investigators or members of the RIE Programme / RIE Project Personnel.
- 21.4 The Host Institution and the Partner Institutions shall be responsible for all acts and conduct relating to the RIE Programme / RIE Project, including all IP, human and animal ethical issues.

22. GOVERNING LAW

- 22.1 The Agreement shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore.

23. GENERAL

- 23.1 Neither the Host Institution nor any Partner Institution shall assign, subcontract, transfer or otherwise encumber any of their rights or obligations under the Agreement, whether in whole or in part, without the prior written consent of the Grantor. Any purported assignment, subcontracting, transfer or encumbrance in violation of this clause is void.

- 23.2 The Host Institution shall be responsible for the acts, defaults, negligence and omissions of the subcontractors of any Institution and their personnel.
- 23.3 The Host Institution and each Partner Institution undertake the Funded Activities on its own behalf and not on behalf of the Grantor. Nothing in the Agreement shall be construed as creating a relationship of principal and agent, a partnership, joint venture or contract for service of any kind between Grantor on the one hand and the Host Institution or any Partner Institution or any other party on the other.
- 23.4 The Host Institution and each Partner Institution must not misrepresent its relationship with the Grantor and must not engage in any deceptive or misleading conduct in relation to the Funded Activities.
- 23.5 Any notice in connection with the Agreement shall be in writing and shall be deemed to have been duly given when it has been delivered by hand or by prepaid registered post or electronic mail to the receiving Party at the address the receiving Party has designated by notice in writing to the Party giving such notice. Any Party may change its address or electronic mail address by giving the other Party written notice of the change. A notice sent by electronic mail shall be deemed not to have been received if the sender receives, within 24 hours after sending such electronic mail, a system-generated notification that such electronic mail has not been successfully delivered.
- 23.6 No failure, omission or delay on the part of any Party in enforcing any of its rights, powers, privileges, claims or remedies conferred under this Agreement or at law or in equity shall operate as a release or waiver thereof.
- 23.7 No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any other or any subsequent breach.
- 23.8 Any waiver granted under this Agreement must be in writing and may be given subject to conditions. Such waiver under this Agreement shall be effective only in the instance and for the purpose for which it is given.
- 23.9 The rights and remedies of a Party under this Agreement are cumulative and are in addition and without prejudice to any rights or remedies such Party may have at law or in equity. No exercise by a Party of any one right or remedy under the Agreement, or at law or in equity, shall operate so as to hinder or prevent the exercise by it of any other right or remedy under the Agreement, or any other right existing at law or in equity.
- 23.10 The Host Institution and each Partner Institution shall ensure that all Investigators and members of RIE Programme / RIE Project Personnel comply with all requirements relating to the Funding and the RIE Programme / RIE Project that are issued by the Grantor under the Agreement and conveyed to the Host Institution or relevant Partner Institution from time to time. The “Terms & Conditions” and “Grants Rules” are hereby expressly incorporated into this Agreement by reference. The terms of the Agreement are subject to revision from time to time at the absolute discretion of Grantor, without the need for effecting a variation in accordance with **Clause [23.5]**, and it is the duty of the

Host Institution and each Partner Institution and Investigators to be updated on the terms thereof following the Grantor's communication of such revisions to the Host Institution and each Partner Institution. The Host Institution and each Partner Institution shall comply with the prevailing versions of any Agreement as conveyed by the Grantor.

- 23.11 Notwithstanding **Clause [20]**, the Grantor may disclose to any Co-Funder any information, including Confidential Information, received from the Host Institution or any Partner Institution.
- 23.12 In the event any provision in the Agreement is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of the Agreement and the legality, validity and enforceability of the remainder of the Agreement shall not be affected.

24. ENTIRE AGREEMENT AND VARIATION

- 24.1 The Agreement contains the entire and whole agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior communications, commitments, representations, understandings, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of the Agreement.
- 24.2 In the event and to the extent only of any conflict between provisions of the Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- (a) the Letter of Award;
 - (b) these Terms and Conditions;
 - (c) the Grant Rules;
 - (d) the Approved Proposal;
 - (e) any other guidelines and policies issued by the Grantor.
- 24.3 No variation of the Agreement shall be of any force unless agreed upon in writing and signed by the authorised signatories of the Grantor and the Host Institution. A variation made in accordance with this **Clause [24.3]** shall not require consideration for the variation to be binding and enforceable.

25. RIGHTS OF THIRD PARTIES

- 25.1 A person who is not a Party to the Agreement shall have no right to enforce any term of the Agreement.
- 25.2 The Parties may by agreement rescind or vary this Agreement without the consent of any third party (including any Partner Institution).

- 25.3 The Host Institution and each Partner Institution acknowledge that the implementation of the RIE Programme or RIE Project may involve other statutory boards and their appointed contractors or service providers. The Grantor shall not be liable for any act or omission of such parties.

26. ESCALATION OF DISPUTES

- 26.1 In the event of any dispute arising out of or relating to the Agreement or its subject matter or formation (a “**Dispute**”), the Parties must refer the Dispute to a senior officer of each Party (each, an “**Officer**”) who shall negotiate in good faith with a view to resolution of such Dispute.
- 26.2 If such Dispute is not resolved by agreement between the Officers within ninety (90) days after the date of referral of the Dispute to the Officers, any Party may proceed to give the other Party written notice for mediation as contemplated in **Clause [27]**.

27. MEDIATION

- 27.1 In the event of any Dispute and subject to **Clause [26]**, the parties must make reasonable effort to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre and this **Clause [27]**. The Parties shall be deemed to have made reasonable efforts in accordance with this **Clause [27.1]** if they have gone through at least one mediation session at the Singapore Mediation Centre.
- 27.2 A party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with this **Clause [27]**.
- 27.3 The mediation session is to commence no later than **ninety (90) days** after the date of the written notice of mediation.
- 27.4 Failure to comply with **Clauses [27.1]** or **[27.2]** shall be deemed to be a breach of the Agreement.

28. DISPUTE RESOLUTION

- 28.1 Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any Dispute. Each Party irrevocably submits to the jurisdiction of such courts.
- 28.2 Subject to **Clause [28.1]**, no Party may commence litigation in respect of a Dispute unless the Parties have complied with **Clauses [26]** and **[27]**. For the purposes of this **Clause [28.2]**, the Parties shall be deemed to have complied with **Clause [27]** upon the occurrence of any of the following:
- (a) the Parties have participated in at least one mediation session in accordance with **Clause [27]**; or

- (b) the mediation session has not commenced within the period specified in **Clause [27.3]**.