

KINDLY NOTE THAT THE BELOW (A) INSTRUCTIONS AND INFORMATION (B) TERMS REGARDING YOUR PARTICIPATION IN THIS CHALLENGE SHALL APPLY BETWEEN YOU AND ADVANCED REMANUFACTURING AND TECHNOLOGY CENTRE, A*STAR RESEARCH ENTITIES (ARTC):

Commented [NT(1): Standardising as per all our other terms, this contract will be between the Sector Lead/Problem owner and solver.

A. INSTRUCTIONS AND INFORMATION

1 Confidentiality

- 1.1 All registrants and Problem Solvers shall only disclose non-confidential information for the Challenge.
- 1.2 IMDA & ARTC has no obligation to keep any information received from any registrant and Participant confidential. In general terms, when submitting any submission ("Submission") and Deliverable (as defined below), the Problem Solvers understand, agree and accept that any information or data contained therein may be publicly disclosed by the Problem Owner(s) and Organiser. Such information contained in the Submissions and Deliverables may be shared with other key partners working in the Challenge.
- 1.3 Furthermore, Problem Solvers acknowledge that IMDA & ARTC may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the information contained in any of the projects. Accordingly, nothing herein shall prohibit IMDA & ARTC from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Deliverable.
- 1.4 The Problem Solvers recognise that other Problem Solvers, individuals or entities may have provided to the Problem Owner or others, or made public, or may in the future submit, or make public, content that is the same or similar to any piece of information contained in any of the projects. Hence, the Problem Solvers acknowledge, agree and accept that the Problem Owner shall have the right to use such same or similar materials, and that the Problem Solvers will not be entitled to any compensation arising from the Problem Owner's use of such materials.

2 Agreeing to the Terms

- 2.1 Any eligible Company or Business who is registered on the Challenge website and enrolls to participate in the Challenge ("Participant" or "You") is required to review and accept these Terms. By accepting these Terms, You:
 - a) Enter into a valid and enforceable contractual relationship with IMDA & ARTC regarding participation in the Challenge. The Parties' relationship shall be that of an independent contractor and not an agent, joint venturer or partner; and
 - b) fully and unconditionally agree to comply with these Terms.

2.2 In case of a Participant's non-compliance with these Terms, the Participant will be immediately disqualified from the Challenge and no prize will be awarded. IMDA & ARTC has full discretion to decide whether a Participant has not complied with these Terms, and IMDA & ARTC's decision are final.

2.3 ARTC and IMDA reserve the right at their sole discretion to cancel, terminate, modify, or suspend the Challenge, without prior notice.

3 Intellectual Property and Exclusivity

3.1 Ideas in and of themselves are not protected, and you must be careful to ensure that you do not divulge any confidential information, proprietary information, know-how, or trade secrets.

3.2 Problem Solvers must read the terms set out here carefully. ARTC may include terms where Problem Solvers are to grant a limited and/or exclusive licence relating to the solutions proposed to the Problem Owners. Problem Solvers must understand the terms before agreeing to the same.

4 Eligibility for Participation

4.1 You (or any of your teammates, if you are participating in the Challenge as a team) must not be a current employee of (a) ARTC, or (b) any other organisation who is involved in administering or organising the Challenge (including IMDA).

4.2 Problem Solvers may be required, in IMDA & ARTC's sole discretion, to provide proof of the Company's or Business's registration by submitting its registration certificate issued within the last three (3) months, or ongoing company registration, or any trade registration and proof evidencing the registration of the entity at the Accounting and Corporate Regulatory Authority ("ACRA") (such registration to have taken place by 4 February 2021).

5 Submission Criteria

5.1 Incomplete entries will be deemed invalid and disqualified.

5.2 All submission materials must be presented and/or submitted in English language.

5.3 During the Challenge, Problem Solvers may send documents or other materials (such as texts, presentations, photos, videos, etc.) relating to their project in response and as a solution to the Problem Owner's Competition (the "Deliverables").

5.4 To be eligible, all Deliverables must (i) address the Problem Statement set out in the Challenge for which the Participant had registered for, (ii) be in a common digital format, such as PDF, (iii) be in the English language, and (iv) comply with these Terms.

5.5 If a Deliverable cannot be downloaded by IMDA & ARTC, or is not in the right format or is incompatible, illegible, or unintelligible, the Deliverable will be disqualified.

5.6 By submitting a Deliverable, the following must be adhered to:

5.6.1 The Deliverable must contain the sole and exclusive contribution and content created by the Participant, and shall contain only non-confidential information or data;

5.6.2 If any third party content is used in the development of the Deliverable, the Participant must have obtained all rights, authorisations, licenses and agreements necessary from such third party to enable it to submit the Deliverable and grant any rights mentioned herein;

5.6.3 No other individual or entity shall be entitled to claim any rights in relation to the Deliverable; and

5.6.4 You warrant that the Deliverable does not and will not infringe or violate any rights of any third party, including, without limitation, intellectual property rights, confidentiality, or any contractual right.

5.7 The Participant is responsible for and shall bear any and all costs and expenses associated with its participation in the Challenge, including the costs of preparing and submitting Deliverables. Problem Solvers assume all risk for any damaged, lost, late, incomplete, invalid, incorrect or misdirected Deliverables.

6 Challenge Process

6.1 The Challenge is divided into two (2) rounds:

a) Qualifying Round

Problem Solvers are required to submit a proposal in the form of a PDF presentation with no more than twelve (12) slides during the Challenge period for judging by IMDA & ARTC.

b) Final Round

The top three (3) Submissions for each Problem Statement from the Qualifying Round will be shortlisted and invited to attend a bootcamp. Shortlisted Problem Solvers from the Qualifying Round (the "Finalists") will pitch their final proposal to the Judging Panel at the ARTC Bi-annual Technical Meeting ("BTM") during which the overall winner for each Problem Statement will be selected.

6.2 The judging criteria ("Judging Criteria") for the Challenge are as follows:

- a) Maturity and scalability of the project (Technology Readiness Level);
- b) Technical Depth and Competency;
- c) Feasibility of Business Model; and
- d) Differentiation and Impact Value proposition.

6.3 Problem Solvers and their Submissions must comply fully with the Terms in order to be eligible for a Prize. IMDA & ARTC reserves the sole right to disqualify any Participant or Submission that does not comply with any of the Terms, or for any reason IMDA & ARTCs deem fit, including but not limited to Submissions which contain inaccurate, invalid or misleading information. IMDA & ARTC's decision is final.

- 6.4 Problem Solvers will be informed of the results of the Qualifying Round within two (2) weeks after the close of the Qualifying Round on 4th January, 2021. Information relating to the bootcamp will be provided to the shortlisted Problem Solvers by email to the email address provided during registration.

7 Winners

- 7.1 Prizes are awarded only to the winners of the Challenge and are subjected to compliance with the following conditions:
- a) The Deliverables must comply with Section 6 ("Deliverables"); and
 - b) It can be proven that the winning Problem Solvers fulfill all the conditions of eligibility in Section 4.
- 7.2 No prize will be awarded to any Participant who does not fulfill any of the above conditions.
- 7.3 No assignment or transfer of any prize is allowed by a winner. If a potential winner cannot be reached, is unable to accept the prize or any portion of the prize for any reason, Problem Owner shall have no further obligation to such potential winner. Problem Owner will not be required to replace any lost or stolen prize after the prizes are awarded to winners. Winners will accept the prize "as is". Problem Owner disclaims any warranty regarding the prizes.
- 7.4 Any Participant who does not fulfil the conditions of Participation as provided in the Terms during their registration and/or at any time during the Challenge will be summarily disqualified from the Challenge without prior notice and will not be entitled to any prize. In the event that a prize is awarded to a Participant who does not meet the conditions of Participation when registering or throughout the duration of the Challenge, Problem Owner(s) and/or Organiser reserves the right to require the Participant to return the awarded prize.

B. TERMS OF CONDITIONS ("TERMS")

1 Challenge Terms

- 1.1 The Problem Solver and Problem Owner (the "Parties" and each, individually, a "Party") accept and agree that they will be bound by the terms set out herein.
- 1.2 The Problem Solver agrees to the instructions set out in the Instructions and Information section.
- 1.3 The Problem Solver shall abide by and accept as final and binding on the Problem Solver, all of ARTC's decisions on all matters related to this Challenge.
- 1.4 The Parties acknowledge and agree that the solutions provided in this challenge will be used for industry-wide applications, and agree to endeavour to achieve the broad objectives of solving industry-wide problems.

2 Intellectual Property Rights

- 2.1 Definitions. "Intellectual Property (IP)" means all intellectual property rights (including without limitation patents, copyrights, designs, trade secrets, and rights in confidential information) worldwide arising under statutory or common law, and whether or not perfected, and any applications of the foregoing.
- 2.2 By submitting a Deliverable and participating in this Challenge, you are not granting the Problem Owner(s), ARTC or IMDA any rights to any intellectual property supporting all of part of the Deliverable and the Problem Owner(s) and IMDA make no claim to ownership of your Deliverable or any intellectual property that it may contain.
- 2.3 All IP created by you from your work on the Challenge ("**Created IP**") will be owned by you as the Problem Solver. The Problem Solver hereby grants IMDA and ARTC the right to view, consider, and (where applicable) evaluate and assess the Submission and Deliverables in detail, for the purpose of the Challenge.
- 2.4 Save as specifically set out in this document, no licence to use or assignment of any IP is granted or shall occur, unless you and ARTC enter into a separate agreement with each other at point of finalist(s) selection.
- 2.5 Insofar as your submission uses or refers to any pre-existing IP, you must ensure that you have all the necessary rights and/or licences for the incorporation of such IP into your submission and/or any subsequent evaluation and use as part of the Challenge.
- 2.6 Warranty of non-infringement. Each Participant warrants that it is the owner of all IP subsisting in and has the full right and all necessary permissions to provide any Submission and Deliverable for the purposes of the Challenge and under these Terms.
- 2.7 Each Participant warrants that (i) its contribution is original; (ii) it does not infringe any third party IP rights; and (iii) that its Submission and Deliverable are accurate, reliable and complete.
- 2.8 **Extended Testing Licence:** If the Problem Solver's submission is selected as a finalist for the Challenge, an extended period of testing may be required to evaluate your submission and for the proof-of-concept or prototype of the solution to be developed. ARTC therefore may expect the Problem Solver to grant to it, a non-exclusive, royalty-free licence of all Created IP as well as IP owned or controlled by you prior to the Challenge for the purpose of testing and evaluating the Problem Solver's solution, for a period of **[12]** months from the date your submission is selected as a finalist for the Challenge. To be clear, you are not obliged to grant the licence mentioned above until you and ARTC enter into a separate written agreement containing the terms of this licence.

- 2.9 **Exclusivity:** If the Problem Solver's submission is selected as a finalist for the Challenge, you agree to enter into exclusive negotiations with ARTC to explore a Commercial agreement with respect to your solution. The period of exclusive negotiations shall be for a period of **[6]** months from the date the Challenge ends, during which you agree that you will not disclose, market, or enter into negotiations with third parties in relation to your solution.

3 IP Development Licence

- 3.1 The parties acknowledge and agree that the solutions provided in this challenge will be used for industry wide applications, and agree to endeavour to achieve the broad objectives of solving industry-wide problems. Consequently, the Parties agree as follows:
- 3.2 In the event the Problem Solver is unable to or not willing to further develop the Created IP, the Problem Solver agrees to negotiate the sale or licence of the Created IP to the Problem Owner for the Problem Owner to further develop solutions to the industry-wide problem.
- 3.3 The Problem Owner will be granted by the Problem Solver a licence to adapt, modify, expunge, make derivative works of, disassemble, decompile, reverse engineer, republish, download, or copy and part of the Created IP for further development, subject to terms to be agreed between the Problem Owner and Problem Solver.

4 LIMITATION OF LIABILITY

- 4.1 IMDA & ARTC will in no way be held liable in the event of breakdown or failure, regardless of the cause, of any telecommunications network used that causes Problem Solvers difficulty in or prevents Problem Solvers from identifying themselves on or gaining access to the Challenge website.
- 4.2 IMDA & ARTC will not in any case be held liable for damages resulting from faults with or delays in the submission of deliverables by Problem Solvers, including refusal to accept these deliverables as a consequence of their submission outside the deadlines set out in the Terms, from faults with or delays to the sending of any emails by the Participant sent as part of the Challenge, or from any alterations made to the deliverables independently of the Problem Owner.
- 4.3 Participation in the Challenge implies acknowledgement and acceptance of the characteristics, limits and risks of the internet and related technologies, particularly with regards to performance, response time, the security of software and computer equipment against various potential attacks, such as viruses, logic bombs or Trojans, and loss or misuse of data. As a result, IMDA & ARTC will not be held liable in any way for any damage incurred by Problem Solvers arising from these characteristics, limits and risks, which Problem Solvers accept by registering and taking part in the Challenge.

- 4.4 Problem Solvers agree that no claim shall be asserted against IMDA & ARTC and their parent, subsidiary, and affiliated or associated companies, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Challenge, and all of their respective agents, officers, directors, employees and representatives, for any and all losses (including direct, special, indirect and consequential losses), injuries, damages, rights, claims and actions of any kind in connection with the Challenge and/or the acceptance of any Prize. To the maximum extent permitted by law, without prejudice to the generality of the foregoing, Problem Solvers agree to release, IMDA & ARTC, and their subsidiaries, affiliates, and each of their respective agents, officers, directors and employees from and against any claim or cause of action in connection with the Problem Solvers' participation in the Challenge, including, but not limited to:
- a) Unauthorised human intervention in the Challenge;
 - b) Technical errors that may impair the Problem Solvers' ability to participate in the Challenge;
 - c) Errors in the administration of the Challenge;
 - d) Any claim or allegation that the Problem Solvers' participation in this Challenge, or any Submission was in violation of the Terms, or that the Terms infringe any Intellectual Property Right;
 - e) Disputes amongst Problem Solvers in teams;
 - f) Claims relating to damage to persons or property in connection with the Challenge

5 COMMUNICATION

- 5.1 The Participant acknowledges and consents that Problem Owner(s) and/or Organiser shall have full right, free of any charge, to use the Participant's name, logo, trademarks, images, information regarding the Participant's participation and involvement in the Challenge, the Participant's Submission and Deliverables (and content thereof) throughout all countries, for the duration of the Challenge and at any time thereafter, for publicity, including for Problem Owner's advertising or other marketing purposes, through any means and formats (website, advertising banners, social networks, newsletters, press releases etc) now known or unknown to date, free of charge or for a consideration. As an example, each Participant authorises the Problem Owner(s) and/or Organiser to use the photographs taken during the Challenge to disseminate them via any medium.

6 MEDIA USAGE

- 6.1 By entering this Challenge, Problem Solvers consent or have obtained all necessary consents for the use of their and their employee's personal data by IMDA & ARTC for the purposes of administrating and conducting the Challenge and any post-Challenge activities and/or publicity. Problem Solvers agree to take part in any publicity relating to the Challenge as well as to the use of their names and photographs in such publicity.

- 6.2 Problem Solvers acknowledge and agree to participate and cooperate in all media and promotional activities relating to the Challenge, including but not limited to being interviewed, photographed and videoed at any time during the Challenge Period. Problem Solvers grant IMDA & ARTC no-royalty/fee, world-wide, perpetual, irrevocable and non-exclusive license to use, reproduce, display and/or create derivative works of such footages and photographs in all media worldwide, including online social media and networking websites without compensation (unless prohibited by law) and without prior inspection or approval. Problem Solvers agree to execute additional specific consents to such use if asked to do so.

7 PERSONAL DATA PROTECTION

- 7.1 Participation in the Challenge requires the communication of the Participant's personal data ("Personal Data").
- 7.2 The purposes of the processing are:
- a) To meet the organisation of the Challenge needs
 - b) To organise the intermediation between the Participant and IMDA & ARTC, to ensure identification, communication and preservation of the exchanges with the Participant
- 7.3 In accordance with the provisions of the PDPA, IMDA & ARTC undertakes to implement organizational and technical security measures in order to protect all Participant's Personal Data. IMDA & ARTC undertakes these measures to allow the exercise of Problem Solvers' rights pursuant to the PDPA.

8 GOVERNING LAW

- 8.1 The construction, validity, interpretation and enforceability of the Terms, and the legal agreement formed between IMDA & ARTC and any Participant accepting these Terms, shall be governed by, and construed in accordance with the laws of Singapore, without giving effect to any choice of law or conflict of law rules.
- 8.2 In the event of a dispute, the Problem Owner(s) and/or Organiser and the Participant undertake to submit their dispute to an amicable conciliation administrated by the Singapore Mediation Centre prior to any legal proceedings. The party wishing to initiate conciliation shall inform the other party by means of a registered letter with acknowledgement of receipt in which it will inform of its intentions and will explain the cause. If no agreement is reached between the parties within thirty (30) days after commencement of mediation at the Singapore Mediation Centre, the parties shall refer the dispute to arbitration in accordance with in accordance with Clause 8.3.

Commented [A*STAR2]: To IMDA: Can we limit the data collection to business contact information to reduce the applicability of PDPA?

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8.3 Any dispute arising pursuant to, under, or in connection with the Challenge which cannot be settled by amicable conciliation as state above shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of a single arbitrator. The language of the arbitration shall be in English. Any award made hereunder shall be final and binding upon the Parties and judgment on such award may be entered into any court of tribunal having jurisdiction hereof.

CORRESPONDENCE

Any questions pertaining to the Challenge may be submitted to IMDA via email at info@openinnovation.sg with the subject header beginning with "Condition Monitoring And Predictive Maintenance For Cutting Equipment".

All correspondence throughout the Challenge must be in the English language.

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