

## WDARF GRANT AGREEMENT

GA2X-XX: Project Title

This Grant Agreement is dated DD MMM YYYY and entered into between:

SkillsFuture Singapore Agency, a statutory board established under the SkillsFuture Singapore Agency Act 2016 and having its place of business at 1 Paya Lebar Link, #08-08, Paya Lebar Quarter 2, Singapore 408533 (“SSG” or “SkillsFuture Singapore Agency” or the “Grantor”);

AND

Institution Name, with the registered address at Address (“Institution”)

(collectively, the “Parties” and each, a “Party”).

## BACKGROUND

- A. The Workforce Development Applied Research Fund (“WDARF”), a national-level research fund offered by the SkillsFuture Singapore Agency, aims to foster high quality and rigorous applied research in workforce development and lifelong learning to support the SkillsFuture Singapore Agency’s key thrusts and national-level policies. It encourages inter-disciplinary research and seeks to strengthen research capabilities, through leveraging both local and international expertise.
- B. The Grantor has appointed the Institute for Adult Learning, an autonomous institute of the Singapore University of Social Sciences (“IAL”), to administer the WDARF on behalf of the Grantor for the purposes of this Grant Agreement. All matters relating to the WDARF, such as grant application, evaluation, contract, claim processing, and submission of deliverables will, unless otherwise notified by the Grantor, be managed directly by IAL.

## **TERMS AND CONDITIONS**

### **1. Definitions & Interpretations**

1.1. In these Terms and Conditions, except where the contrary intention is expressed, the following definitions are used:

“Application” means the application for the Grant submitted to the Grantor or the Appointee by the Institution and given the grant number specified in the Approved Proposal;

“Appointee” refers to the entity appointed by the Grantor to act on the Grantor’s behalf for the purposes of this Grant Agreement. The Appointee shall, unless notified otherwise by the Grantor, be the IAL;

“Approved Proposal” means the Application (as set out in Appendix 1 - Approved Proposal hereto) to undertake the research described therein as approved by the Grantor, together with all modifications, amendments and revisions required and approved by the Grantor from time to time in the manner contemplated under Clause 12 below;

“Assets” means all equipment, computer software, goods, products, databases, accessories, hardware and any other asset which costs have been reimbursed by way of/using the Grant but do not include Research IP or consumables;

“Background Intellectual Property” or “BIP” has the meaning assigned to it in Clause 14.1;

“Co-Principal Investigators” means the persons named as such in the Approved Proposal;

“Collaborator” means any company, institution, incorporated body or other industry or academic collaborator or natural person that is to be engaged in the Research in collaboration with the Institution, named as such in the Approved Proposal, and with whom the Institution has entered into a written agreement in accordance with Clause 15.1 below;

“Deliverables” means the tangible outcomes of the Research to be achieved by the Institution and Investigators as specified under the Approved Proposal;

“Final Research Report” has the meaning assigned to it in Clause 11.5;

“Force Majeure” has the meaning assigned to it in Clause 18.5;

“Grant” means the amount or amounts payable under the Grant Agreement for each project as specified in the Approved Proposal;

“Grant Agreement” means collectively these Terms and Conditions, the Guidelines, and the Approved Proposal;

“Grant Limit” means the maximum amount of the Grant payable under the Grant Agreement, being the amount stated as the project budget in the Approved Proposal, and if such amount is not stated therein, **S\$XXX,XXX.XX**, subject to any variations validly made and approved by the Grantor in writing pursuant to the terms of the Grant Agreement;

“Guidelines” means the guidelines to be published on [www.IAL.edu.sg](http://www.IAL.edu.sg) or otherwise communicated to the Institution in writing by the Grantor or the Appointee, which may relate to applications for grants from the Grantor and/or generally matters concerning this Grant Agreement. Without prejudice to the generality of the foregoing, Guidelines may include (i) instructions to applicants (if any) and (ii) application forms which are in use from time to time and (ii) policies concerning or relating to the Research or this Grant Agreement;

“Half-Yearly Progress Report” has the meaning assigned to it in Clause 11.3;

“Intellectual Property” or “IP” includes all patents, copyrights, database rights and design rights (whether registered or not and all applications for any of the foregoing), and all rights of confidence in the Know-How whensoever and howsoever arising for the full term thereof and all renewals and extensions thereof;

“Investigators” means collectively, the Principal Investigator, and Co-Principal Investigators;

“IRB” means institutional review board;

“Know-How” means information, data, know-how or experience whether patentable or not including but not limited to all design or manufacturing techniques, operating instructions, machinery designs, raw material or products specifications, drawings, blue prints, and any other technical and commercial information relating to research, design, development, manufacture, assembly, use or sale whether incorporated in any deliverable of the Research or not, and includes all copyright, patent, trademarks, designs, moral rights therein, and any other form;

“Materials” means documents, information and data generated from or relating to the Research stored by any means but excluding confidential data collated or acquired for the purposes of the Research;

“Milestones” means the agreed milestones that the Institution and Investigators shall achieve as specified under the Approved Proposal;

“Post-Project Audit Report” has the meaning assigned to it in Clause 9.1;

“Principal Investigator” means the person named as such in the Approved Proposal;

“Project Audit Report” has the meaning assigned to it in Clause 9.1;

“Reimbursement Requisition” has the meaning assigned to it in Clause 7.1;

“Research” means the project as described in the Approved Proposal;

“Research IP” has the meaning assigned to it in Clause 14.2;

“Research Personnel” means the Investigators and all other employees, consultants, contractors and agents of the Institution (including the Collaborators) who are or will be engaged in and/or to perform the Research;

“Revenue” means gross consideration received by the Institution and/or the Grantor and/ or the Research Personnel (as the case may be) from the licensing or commercialisation of any Research IP; and

“Term” means the term as specified in the Approved Proposal as the project period and if it is not stated therein, the period commencing on DD MMM YYYY and ending on DD MMM YYYY

- 1.2 Any other defined term that is used in these Terms and Conditions that is not defined herein will have the meaning assigned to it in the Approved Proposal or Guidelines.
- 1.3 The Institution shall, where required under this Grant Agreement to notify either the Grantor or its Appointee, ensure that notifications are given to both the Grantor and Appointee in accordance with the provisions of the relevant clause(s) below.

## 2. **Grant**

- 2.1. The Grant will be provided in accordance with the provisions of the Grant Agreement.
- 2.2. (intentionally left blank)
- 2.3. (intentionally left blank)
- 2.4. The Institution shall not solicit or receive any grant or other means of support for carrying out the Research from any other person, company, body, organisation, institution or agency (governmental or non-governmental) without the Grantor’s prior written consent, such consent not to be unreasonably withheld.
- 2.5. Notwithstanding anything contained in the Grant Agreement, the Grantor shall have no obligation to disburse funds of an amount that exceeds the Grant Limit.

## 3. **Accuracy of Information**

- 3.1. The Institution represents, warrants, and undertakes that the information contained in the Application, all reports referred to in the Grant Agreement to be provided to the Grantor and/or the Appointee, and all other information submitted or to be submitted to the Grantor and/or the Appointee relating to the Research or the Grant are or will be (as the case may be) true, complete, and accurate in all respects and not misleading in any respect. Without limiting the generality of the foregoing, the following are examples of untrue, incomplete, inaccurate and/or misleading information:

- 3.1.1. false or improper reports of financial accounts;
- 3.1.2. improper and/or unsubstantiated claims;
- 3.1.3. false or improper documents;
- 3.1.4. fictitious track records;
- 3.1.5. inflated reports of funds obtained from other sources for the Research;
- 3.1.6. omission of information on other funding sources for the Research;
- 3.1.7. false or inaccurate claims that proper approvals (including IRB approvals) have been obtained;
- 3.1.8. false or inaccurate reports on the progress of the Research and achievement of Milestones and Deliverables;
- 3.1.9. false or inaccurate reports on the status of collaborations with third parties relating to the Research; and
- 3.1.10. false claims in the publication record, such as, describing a paper as being published even though it has only been submitted for publication.

#### **4. Administration of the Grant**

- 4.1. The Institution shall ensure that the Research is carried out with due care, diligence and skill with reasonable dispatch.
- 4.2. The Institution shall be responsible for administering and co-ordinating all matters relating to the Research, communications with the Grantor or the Appointee, and reporting requirements for and on behalf of or concerning all the Collaborators. For this purpose, the Institution shall be represented by its Chief Executive Officer or equivalent office holder and shall establish an Office of Research to facilitate such responsibilities. Where its Chief Executive Officer is also the Principal Investigator, the Institution shall appoint another person from the governing body to which the Chief Executive Officer reports, to represent the Institution. Notwithstanding the foregoing, the Grantor reserves the right to communicate directly (or have its Appointee communicate directly) with Research Personnel or Investigators on matters relating to the Grant Agreement.
- 4.3. The Institution shall: -
  - 4.3.1. ensure that the Research Personnel are aware of their respective responsibilities, conduct the Research with due care, diligence and skill and with reasonable dispatch, and comply with the terms and conditions of the Grant Agreement;
  - 4.3.2. ensure that the Research Personnel devote all necessary time, resources and support to ensure the successful conduct, implementation and completion of the Research in accordance with the Grant Agreement;
  - 4.3.3. provide and/or procure the basic facilities needed to carry out the Research as detailed in the Approved Proposal;
  - 4.3.4. ensure that the Research Personnel adopt the highest achievable standards, exhibit impeccable integrity and follow all prevailing guidelines on good research practices in Singapore (or internationally established guidelines, where applicable) in the conduct of the Research and comply with applicable laws and regulations;

- 4.3.5. monitor the progress of the Research towards achievement of the Milestones and Deliverables and ensure that the Grantor and the Appointee be immediately notified in writing of any deviations in the Research or anticipated problems which may materially affect the progress of the Research;
  - 4.3.6. ensure, where applicable, that all necessary approvals (including without limitation local IRB, research ethics committee and multi-centre research ethics committee approvals) are granted for the Research and that no research requiring such approval is initiated before it has been granted;
  - 4.3.7. where applicable, put in place proper procedures and guidelines to ensure regular and effective monitoring of the Research by the IRB or ethics committee;
  - 4.3.8. ensure, where applicable, that all necessary regulatory licences or approvals for the Research are granted prior to the commencement of any work under the Research and remain in force at all times during the conduct of the Research;
  - 4.3.9. ensure, where applicable, that any clinical trials (as defined under the Medicines Act 1975) conducted as part of the Research are conducted in accordance with the Singapore Guideline for Good Clinical Practice as amended from time to time or such other applicable guidelines;
  - 4.3.10. ensure that the work under the Research complies with all relevant current laws, government rules and regulations and other applicable guidelines and procedures including those introduced while the work is in progress;
  - 4.3.11. ensure that the Grantor or the Appointee be immediately notified in writing upon cessation of active involvement in the Research or long leave of absence (e.g. sabbatical) by any Investigator. For the purposes of this clause, a "long leave of absence" shall refer to leave taken for any purpose for a period of more than six (6) months; and
  - 4.3.12. ensure that the Grantor or the Appointee be immediately notified in writing if the Research or any other work contemplated to be performed by the Institution or the Research Personnel under the Approved Proposal diverges materially or significantly from the Approved Proposal.
- 4.4. The Institution shall be responsible for ensuring that the Research Personnel undertaking the Research are aware that they are individually responsible for maintaining appropriate professional indemnity insurance coverage at their own costs and expense. For the avoidance of doubt, the Grantor will not be responsible for the costs and expenses (if any) of such coverage.
- 4.5. The Institution shall have in place adequate systems for ensuring the integrity of research carried out by its staff so that misconduct (e.g. plagiarism, falsification of data, improper selection of data) and unethical behaviour are prevented. The Institution shall implement effective mechanisms for identifying misconduct and/or unethical behaviour and have in place clearly publicised and agreed procedures for investigating allegations of such misconduct and/or unethical behaviour. The Institution shall report to the Grantor or the Appointee all incidents or allegations of such misconduct or unethical behaviour at the earliest opportunity.

4.6. (intentionally left blank)

## 5. Commencement of Research

- 5.1. The Institution shall inform the Grantor or the Appointee in writing if work on the Research is unable to commence within one (1) month from the beginning of the Term.
- 5.2. Notwithstanding anything contained in the Grant Agreement, the Term will not be extended without the express written approval of the Grantor even if the Research commences only after the Term commences.

## 6. Milestones and Deliverables

- 6.1. The Institution shall use best efforts, and shall ensure the Research Personnel use their best efforts, to achieve the Milestones and Deliverables in accordance with the schedule set out in the Approved Proposal.

## 7. Disbursement of Grant

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

7.1.1. The Institution shall submit, for the Grantor's approval, requisitions for direct and/or indirect costs that have been incurred for expenses for which the Grant is permitted to be applied for and disbursed. The requisitions shall be submitted in accordance with the following timelines:-

7.1.1.1 for costs incurred prior to the last six months of the Term:

(A) where the costs were incurred during the months of January, February, March, April, May, and June: by the last working day of July;

(B) where the costs were incurred during the months of July, August, September, October, November, and December: by the last working day of January (of the following year);

7.1.1.2 for costs incurred during the last six months of the Term: at any time within six (6) months from the end of the Term; and

7.1.1.3 (provided that these amounts have been given prior approval in writing by the Grantor) for costs incurred after the end of the Research or Term for payment of performance bonus(es): at any time within six (6) months from the end of the Research or Term (whichever is earlier)

(each requisition a "**Reimbursement Requisition**").

7.1.2 The Institution shall include, with its Reimbursement Requisitions, detailed schedules of expenditure incurred (with supporting receipts and invoices) for the months which they are related to, such schedules of expenditure to

be certified correct by the Institution's chief financial officer (or an authorised nominee).

7.1.3 If the Reimbursement Requisition is approved, the Grantor will disburse the approved Reimbursement Requisition amounts (or where only part of the Reimbursement Requisition is approved, such part of the Reimbursement Requisition amounts which has been approved) to the Institution within sixty (**60**) days of such approval. For the avoidance of doubt, all payments made pursuant to Reimbursement Requisitions shall be subject to the Grant Limit and the budget approved in the Approved Proposal and the other provisions of the Grant Agreement. The Institution shall ensure that the Reimbursement Requisitions submitted to the Grantor contains all requests/ requisitions from the Research Personnel. The Institution shall be responsible for collation and submission of the requisitions from and disbursement of Grant to the Collaborators.

7.1.4 Disbursement of the Grant shall be subject to the due performance of and compliance with the Grant Agreement by the Institution including, but not limited to, the securing of the relevant ethics approvals (e.g. approval(s) by the IRB for the Research) and compliance with applicable laws by the Institution and Research Personnel. The Institution shall furnish satisfactory documentary evidence to the Grantor or the Appointee that the aforementioned requirement has been met.

7.1.5 For the avoidance of doubt, the amounts stated in any Reimbursement Requisition which relate to costs incurred before the relevant months to which the Reimbursement Requisition is to relate will not be approved and the Grantor will have no obligation to disburse any Grant for such amounts unless the Grantor decides otherwise in its absolute discretion.

## **8. Accounts, Audits and Monitoring**

8.1. The Institution shall keep and maintain full and detailed records and accounts relating to the Grant and the Research, including all items of expenditure incurred for or in connection with the Research.

8.2. The Institution shall be wholly responsible for certifying in the Project Audit Report(s) that the progress of the Research is satisfactory.

8.3. The Grantor (or any of its representatives (including the Appointee)) may conduct ad hoc on-site reviews and audits to ensure that the terms of the Grant Agreement are complied with and that the reports submitted to the Grantor or the Appointee are an accurate statement of compliance by the Institution. In such event, Clause 10 shall apply.

## **9. Audit Report(s)**

9.1. The Institution shall, within six (**6**) months of its receipt of a request from the Grantor or its Appointee, submit an audit report (in such form and covering such scope as the Grantor may require) ("**Project Audit Report**") to the Grantor or



the Appointee, failing which the Grantor may refuse to make further disbursements of the Grant and/or disallow further claims under the Grant Agreement or any other agreement or contract that the Grantor has with the Institution. The Project Audit Report shall include all relevant financial information on the Research, including but not limited to a statement of account. In the absence of any request, the Institution shall submit to the Grantor or its Appointee automatically within six (**6**) months of the completion or termination of the Research, or termination of the Grant Agreement, or the end of the Term, whichever is the earliest, an audit report (in such form and covering such scope as the Grantor may require) which shall include a final statement of account (the "**Post-Project Audit Report**"), failing which the Grantor may refuse to make further disbursements of the Grant and/or disallow further claims under the Grant Agreement or any other agreement or contract that the Grantor has with the Institution.

- 9.2. The Project Audit Report(s), and Post-Project Audit Report must be prepared by the Institution's internal or external auditors and certified as correct by its director of research and its chief financial officer (or the chief financial officer's authorised nominee). In particular, the Institution shall confirm and state in the Project Audit Report(s) and Post-Project Audit Report that the Institution's requisitions for the Grant are made in accordance with the terms of the Grant Agreement.

## 10. **Access to Premises and Records**

- 10.1. Pursuant to Clause 8.3, the Institution shall, at all reasonable times during the period commencing on and from the start of the Term and ending on **DD MMM YYYY, five (5) years from start of the Term** (both dates inclusive) ("**Retention Period**"), grant and allow the Grantor and its authorised representatives (including the Appointee): -

### 10.1.1. unhindered access to:

- 10.1.1.1. the Research Personnel;
- 10.1.1.2. premises occupied by the Institution which are used for or directly related to the Research;
- 10.1.1.3. the Assets and Materials;
- 10.1.1.4. all accounts, records and documents in relation to the Research and Grant; and

### 10.1.2. reasonable assistance to:

- 10.1.2.1. inspect the performance of the Research;
- 10.1.2.2. locate and inspect any accounts, records and documents in relation to the Research and Grant;
- 10.1.2.3. locate and inspect the Assets and Materials;
- 10.1.2.4. make copies of any accounts, records and documents in relation to the Research and Grant and remove those copies;
- 10.1.2.5. make copies of Materials and records of Assets (where applicable) and remove those copies and records; and
- 10.1.2.6. procure access to Collaborator(s).

- 10.2. The access rights in Clause 10.1 are subject to: -

- 10.2.1. the provision of prior notice of at least fourteen (**14**) days by the Grantor or the Appointee; and
  - 10.2.2. the Institution's reasonable security procedures.
- 10.3. In the event that the Grantor or the Appointee is investigating a matter which, in its opinion, may involve an actual or suspected unethical conduct, or breach of the law or breach of the terms of the Grant Agreement, Clause 10.2 will not apply.
- 10.4. Promptly upon receipt of written notice from the Grantor or the Appointee given during the Retention Period, the Institution shall, and shall procure the Investigators to, provide any information relating to the Research required by the Grantor or the Appointee for any monitoring, evaluation, or investigative purposes.

## 11. Reporting Requirements

- 11.1. The Institution shall submit the reports and statements set out in this Clause 11 in accordance with the format required by the Grantor or the Appointee as set out in the Guidelines. Notwithstanding anything contained in the Grant Agreement, the Institution agrees that the Grantor or the Appointee may, at any time, by giving the Institution written notice, vary the reporting requirements of the Institution. This includes but is not limited to requiring the Institution to provide reports and statements within different deadlines or at more regular intervals. The provisions of this Clause 11 shall apply mutatis mutandis to such reporting requirements.
- 11.2. Time is of the essence with respect to the obligations set out in this Clause 11. In the event that the Institution fails to fulfil any requirement set out in this Clause 11 within the stipulated timeline or to demonstrate satisfactory progress in the Research, the Grantor may discontinue further disbursements of the Grant.

### Half-Yearly Progress Report

- 11.3. The Institution shall submit to the Grantor or the Appointee, on a half-yearly basis, progress reports prepared by the Investigators in respect of the progress and results of the Research ("**Half-Yearly Progress Reports**"). Half-Yearly Progress Reports shall be submitted on or before the last working day of the months of April and October or on such earlier date as reasonably required by the Grantor or the Appointee.
- 11.4. The Grantor or the Appointee may review the Half-Yearly Progress Report against the objectives of the Research as stated in the Grant Agreement. The Institution will be contacted for further information if the Half-Yearly Yearly Progress Report is deemed inadequate or unsatisfactory and shall provide all further information as is reasonably requested by the Grantor or the Appointee.

### Final Research Report

- 11.5. The Institution shall submit to the Grantor or the Appointee a final report ("**Final Research Report**") no later than one (**1**) month from the end of the Term. The Final Research Report shall contain, among other things, a complete list of the Assets. The Grantor or the Appointee may review the outcomes against the

objective(s) of the Research as stated in the Grant Agreement. The Institution will be contacted for further information if the Final Research Report is deemed inadequate or unsatisfactory and shall provide all further information as is reasonably requested by the Grantor or the Appointee.

#### Assessment of Research impact

11.6. The Institution shall provide to the Grantor or the Appointee a written assessment of the Research impact within six (**6**) months after the Grantor or Appointee has communicated to the Institution in writing that the Final Research Report submitted by the Institution is acceptable to the Grantor for the purposes of this Grant Agreement or within six (**6**) months after the termination of this Grant Agreement (whichever is applicable) in the format set out in the Guidelines and according to such reasonable guidelines as the Grantor or the Appointee may notify to the Institution. The Institution will be contacted for further information if the written assessment of the Research impact is deemed inadequate or unsatisfactory and shall provide all further information as is reasonably requested by the Grantor or the Appointee.

### **12. Changes in Approved Proposal**

12.1. No material amendments, alterations or changes shall be made to the Approved Proposal without the Grantor's prior written approval unless provided for in the Guidelines. Without prejudice to the aforesaid, the Institution shall notify the Grantor or the Appointee in writing of all amendments, alterations or changes made to the Approved Proposal as soon as possible. For the purposes of this Clause, "material amendments, alterations or changes" mean those amendments, alterations or changes that have a material effect on the scope, nature, direction or purpose of the Research, Milestones, Deliverables, Grant or Research Personnel.

### **13. Insurance**

13.1. The Institution shall effect and maintain adequate insurance policies (at its own cost and expense) to cover any liability arising from its participation in the Research including, but not limited to, those required under any applicable legislation. If requested, the Institution shall provide the Grantor or the Appointee with a copy of such insurance policies.

### **14. Intellectual Property Rights**

14.1. Background Intellectual Property ("**BIP**") is any existing IP brought by the Institution and/or Research Personnel into the Research. Unless expressly agreed otherwise, this Research shall have no effect on BIP.

14.2. All Intellectual Property howsoever arising from the Research ("**Research IP**") shall, at the first instance, be the property of the Institution in such proportions as it may determine. This is subject to any agreement that the Institution may enter into with the Research Personnel on ownership and exploitation of the Research IP.

- 14.3. The Institution shall ensure that the Research Personnel use best efforts to identify and disclose to the Institution details of all such Research IP.
- 14.4. The Institution shall keep and maintain a full, comprehensive and updated list of all Research IP, which shall be made available to the Grantor or the Appointee for inspection at any time during the Retention Period.
- 14.5. The Institution shall use best efforts to ensure that the Research IP is properly managed and wherever feasible, fully exploited and commercialised. When required to do so by the Grantor or the Appointee, the Institution shall use its best efforts to attend such meetings as the Grantor or the Appointee may direct to discuss the potential for exploitation and commercialisation of the Research IP.
- 14.6. The Institution shall keep and maintain a full, comprehensive and updated set of statements, records and accounts documenting the Revenue from the commercialisation and exploitation of the Research IP.
- 14.7. The Institution undertakes and shall ensure that the Grantor, and all government agencies and all other statutory boards (each an "Agency"), will each have a non-exclusive, non-transferable, perpetual, irrevocable, worldwide, royalty-free right and licence to use, sub-licence, modify, reproduce and distribute the Research IP for non-commercial, R&D and/or educational purposes only. This Clause 14.7 is for the benefit of the Grantor and such Agencies and such Agencies may enforce this Clause 14.7 as if they were parties to the Grant Agreement. The consent of such Agencies is not needed for the variation or rescission of the Grant Agreement.
- 14.8. The Institution shall ensure its compliance with the relevant provisions of the Guidelines which relate to the publication of results.

## **15. Third Party Collaborations (if applicable)**

- 15.1 The Institution may undertake work on the Research in collaboration with a Collaborator and shall enter into a written agreement with such Collaborator obligating (i) the Collaborator's compliance with the applicable terms and conditions of the Grant Agreement; and (ii) the Collaborator to cure or remedy a breach that the Institution becomes aware of within a reasonable period. The Institution shall keep the Grantor or the Appointee informed of the progress on the work under such collaboration(s) through the Half-Yearly Progress Reports and Final Research Report. For the avoidance of doubt, the Grantor shall not be liable in any way to either the Institution or the Collaborator(s) merely by reason of its provision of the Grant, and the Institution shall be responsible for all acts and conduct relating to the Research, including all IP, human and animal ethical issues. The Institution hereby indemnifies the Grantor from any and all losses, damages, claims, demands, actions, proceedings, actions, costs and expenses taken against, suffered by or incurred by the Grantor arising out of or in connection with the Institution's arrangement with the Collaborator(s).

## **16. Ownership and Use of Assets**

16.1. Upon the expiry or termination of the Grant Agreement or end of the Research (whichever is later) and until DD MMM YYYY, five (5) years from start of the Term, the Grantor or the Appointee may require the Institution to grant access for the use of any of the Assets and Materials by the Grantor or the Appointee or any party identified by the Grantor or the Appointee (“Identified Party”) at no charge to the Grantor and the Appointee. The access right is subject to the provision of prior written notice of at least fourteen (14) days by the Grantor, the Appointee or the Identified Party. This provision is for the benefit of the Grantor, the Appointee and each Identified Party, and the Appointee and such Identified Party may enforce this provision as though it were a party to the Grant Agreement. The consents of the Appointee and such Identified Parties are not needed for the variation or rescission of the Grant Agreement.

## 17. Extension

17.1. Any application for extension of the Term shall be made to Grantor or the Appointee no later than six (6) months before the original end of the Term unless there is compelling justification for submission of a late application for extension.

## 18. Termination

18.1. The Grantor may terminate the Grant or the Grant Agreement at any time after the occurrence of any of the following events: -

- 18.1.1. any breach of the Grant Agreement by the Institution or any Research Personnel which (in the reasonable opinion of the Grantor) is incapable of remedy;
- 18.1.2. failure by the Institution or the relevant Research Personnel to remedy any breach of the Grant Agreement (where in the reasonable opinion of the Grantor such breach is capable of remedy) within ninety (90) days of written notification of such breach issued by the Grantor or Appointee to the Institution;
- 18.1.3. breach of ethics by the Institution or Research Personnel in the conduct of the Research including, but not limited to, ethical standards for the Research;
- 18.1.4. (intentionally left blank);
- 18.1.5. misconduct (in the Grantor’s reasonable opinion) by the Institution or Research Personnel relating to the Research;
- 18.1.6. any corruption and/or fraud (in the Grantor’s reasonable opinion) by the Institution and/ or Research Personnel and/ or other staff relating to the Research or Grant;
- 18.1.7. stoppage of work on the Research;
- 18.1.8. cessation of any Investigator’s active involvement in the Research;
- 18.1.9. appointment of a receiver over any of the property or assets of the Institution;
- 18.1.10. taking possession by encumbrancer of any of the property or assets of the Institution;
- 18.1.11. the Institution becomes, threatens to become, or is in jeopardy of becoming subject to any form of bankruptcy or insolvency administration, or goes into liquidation, or makes any arrangement or

- composition with its creditor(s), or takes or suffers any similar action in consequence of debt;
- 18.1.12. (intentionally left blank);
- 18.1.13. ceasing or threatening to cease to carry on business by the Institution;  
or
- 18.1.14. the Grantor is of the reasonable opinion that the continued performance of the Research is not or no longer viable.

The Institution shall immediately inform the Grantor or the Appointee upon becoming aware of the occurrence (or likely occurrence) of any of the above events.

- 18.2. In the event that the Grant Agreement is suspended or terminated pursuant to Clause 18.5, the Institution shall submit, for the Grantor's approval, a Reimbursement Requisition for costs incurred up to the effective date of suspension or termination within six (6) months of the effective date of suspension or termination. Clause 7 shall apply mutatis mutandis to such claims.
- 18.3. In the event that the Grant Agreement is terminated pursuant to Clause 18.1, the Grantor may, but shall not be obliged to, meet any further amounts incurred under the Grant for work done under the Research up to the date of termination. In the event that the Grantor decides to meet such further amounts and conveys such decision to the Institution in writing, the Institution shall submit, for the Grantor's approval, a Reimbursement Requisition for costs incurred up to the effective date of termination within six (6) months of the effective date of termination. The provisions of Clause 7 shall apply mutatis mutandis to such claims. Notwithstanding anything to the contrary, in the event of termination pursuant to Clauses 18.1.3, 18.1.5, 18.1.6, 18.1.7 or 18.1.8, the Institution agrees that the Grantor may require the Institution to return all or some of the Grant previously disbursed by the Grantor (such requirement to be complied with by the Institution), such amount to be determined by the Grantor in its sole discretion.
- 18.4. Upon the Institution's receipt of a notice of termination or suspension of the Grant Agreement, the Institution shall take all necessary actions to stop further expenditure on the Research.
- 18.5. If Institution is unable to comply with any term or condition of the Grant Agreement by reason of a Force Majeure event beyond the reasonable control of the Institution, the Institution's obligations hereunder shall be suspended during the time and to the extent that the Institution is prevented from complying therewith by the Force Majeure event provided that the Institution shall have first given written notice to the Grantor or the Appointee specifying the nature and details of such event and the probable extent of the suspension. The Institution shall use its best efforts to minimize and reduce the period of suspension occasioned by the Force Majeure event and to remove or remedy such cause with all reasonable dispatch. The Grantor may forthwith terminate the Grant Agreement by written notice to the Institution if such Force Majeure event continues for more than sixty (60) days. The following events shall be considered "Force Majeure" events, namely, national emergencies, war, embargoes, strikes,

lock-outs or other labour disputes, civil disturbances, actions or inactions of government authorities, earthquakes, fire, lightning, flood, epidemic, quarantine restrictions, widespread travel restrictions of persons or goods or any other catastrophic event caused by the forces of nature.

18.6. Clauses 1, 3, 8, 9, 10, 11, 13, 14, 15, 16, 18, 19, 20, 21, 23, 24, and 25 shall survive expiration or termination of the Grant Agreement howsoever caused. Further, provisions of this Grant Agreement not expressly mentioned in this Clause 18.6 which either are expressed to survive its termination or expiration, or based on their nature or context are meant to survive such termination or expiration, shall remain in full force and effect notwithstanding such termination or expiration.

## 19. **Disclaimer of Liability**

19.1. The Grantor and the Appointee shall not be liable to the Institution or any Research Personnel or any other person whatsoever by reason of or arising from the Grant Agreement or (where applicable) the approval of the Research or the provision of the Grant or the conduct of the Research by, or any breach, act or default of, the Institution and Research Personnel. The Institution shall assume all responsibility and liability for, and shall indemnify the Grantor against: -

19.1.1. all claims, losses, demands, actions, suits, proceedings, costs, or expenses whatsoever arising, suffered or incurred directly, from or out of any breach, omission, act or default of the Institution and/or its Research Personnel; and

19.1.2. all claims, losses, demands, actions, suits, proceedings, costs, or expenses whatsoever arising out of or in connection with (a) any claim that the intellectual property rights of any third party have been infringed as a result of the carrying out of the Research by the Institution and/or the Research Personnel, and/or (b) any breach of Clause 14.7 above by the Institution.

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

## 20. **Compliance with Law**

20.1. The Institution shall comply with, and shall procure the compliance of all the Research Personnel with the provisions of any relevant laws, statutes, regulations, by-laws, rules, guidelines and requirements applicable to it as the same may be amended or varied from time to time.

## 21. **General**

21.1. The grant of the Grant and the Grant Agreement is personal to the Institution. The Institution shall not assign or otherwise transfer any of its rights or obligations hereunder whether in whole or in part without the prior written consent of the Grantor.

21.2. No partnership or joint venture or other relationship between the Grantor and the Institution or the Appointee and the Institution shall be constituted as a result of the Grant Agreement.

21.3. Any notice given hereunder shall be in writing and shall be deemed to have been duly given when it has been:-

21.3.1. delivered personally at or posted to the address of the Party to which it is required or permitted to be given ("**Receiving Party**") at such Party's address hereinbefore specified or at such other address as such Party shall have designated by notice in writing to the Party giving such notice; or

21.3.2. sent to the electronic mail of the Receiving Party at the following addresses or such other addresses as such Party may have designated by notice in writing to the Party giving such notice:-

Grantor: [research\_office@ssg.gov.sg]

Appointee: [research@ial.edu.sg]

Institution: [insert].

21.4. No failure or delay by a Party in exercising any of its rights under these provisions shall be deemed to be a waiver of that right. No waiver by a Party of a breach of any provision shall be deemed to be a waiver of any subsequent breach of the same provision unless such waiver so provides by its terms. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law.

21.5. The Grant Agreement will be construed and governed in accordance with the laws of Singapore and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Singapore in respect of any proceedings which may be brought on the Grant Agreement.

21.6. The Institution shall, and shall procure all Research Personnel to, be bound by and conform with all Guidelines relating to the Grant and the Research as may be in force from time to time. The terms of the Guidelines are subject to revision from time to time at the absolute discretion of the Grantor and any updated Guideline shall be effective and come into force from the date of its publication or being communicated to the Institution. For the avoidance of doubt, it is the duty of the Institution to ensure that itself and all Research Personnel stay updated on the terms of all Guidelines (as may be revised from time to time).

## 22. **Research Ethics**

22.1. The Institution shall lodge a copy of the ethics approval with the Grantor or the Appointee before the commencement of data collection. If the Institution does not have an Ethics Review Committee, the Institution shall submit the ethics application to the Grantor's Ethics Committee for ethics clearance. "Ethics



Review Committee" shall be responsible for establishing a research ethics and enforcing its compliance.

## **23. Data Sharing**

- 23.1 All data generated from the Research shall be anonymised and aggregated and shall be managed in accordance with the plan to be outlined by the Institution pursuant to Clause 23.2. Such data will be made available to user communities which includes other researchers, analysts and policy makers at the earliest feasible opportunity, but in any case, no later than twelve (**12**) months after the end of the Term, the termination date of this Grant Agreement (if earlier terminated) or official date of publication, whichever is earlier.
- 23.2 The Institution shall outline and adopt a plan (which shall be aligned with the Institution's data management policy) to manage data obtained in the course of the Research, and such plan shall address the following:
- 23.2.1 the anonymisation of all data so obtained;
  - 23.2.2 submission of final datasets of the anonymised data to the Grantor for the purposes set out in Clause 23.3; and
  - 23.2.3 management of requests from user communities for anonymised data.
- 23.3 Each of the Grantor and the Appointee may do any one or more of the following:
- 23.3.1 use the data for analysis and published derived statistics;
  - 23.3.2 use the data for research purposes;
  - 23.3.3 share the data with its research collaborators or parties commissioned by the Grantor;
  - 23.3.4 acknowledge the data source if data is used; and
  - 23.3.5 use the data for any other purpose that is not prohibited by applicable law (as long as such use is in compliance with applicable law).
- 23.4 To enable the Grantor and the Appointee to take any of the actions stated in Clause 23.3, the Institution shall ensure that it obtains all consents necessary under law, such consents to be in express written form.

## **24. Entire Agreement and Variation**

- 24.1. The Grant Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of the Grant Agreement.
- 24.2. Save where expressly superseded, if any part of the Grant Agreement conflicts with any other part, that part higher in the following list shall take precedence: -
- 24.2.1. these Terms and Conditions;
  - 24.2.2. the Guidelines; and
  - 24.2.3. Approved Proposal.

## **25. Contracts (Rights of Third Parties) Act 2001**

25.1. Save as expressly stipulated in the Grant Agreement (such as in Clauses 14.7 and 16.1), the Parties hereto do not intend that any term of the Grant Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 2001 or otherwise, by any person who is not party to the Grant Agreement.

**The Grant Agreement has been executed by the Parties as follows:**

Signed for and on behalf of

**SkillsFuture Singapore Agency:**

In the presence of (witness):

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Designation:

Designation:

Signed for and on behalf of

**Institution Name:**

In the presence of (witness):

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Designation:

Designation:

**[APPENDIX 1 – APPROVED PROPOSAL]**

**GRANT NUMBER: GAXX-XX**