

PROJECT AGREEMENT

This Project Agreement (“**Agreement**”) is made on the ____ day of _____ for the Project titled [] between

- (1) **JURONG TOWN CORPORATION**, with its registered address at 8 Jurong Town Hall Road, The JTC Summit, Singapore 609434 (hereinafter referred to as “**JTC**”); and
- (2) [] (hereinafter referred to as “**Collaborator**”),

hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

THEREFORE the Parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement and in the Schedules to this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Affiliate**” - means any corporation, company or other entity which:

- (i) is Controlled by the relevant Party;
- (ii) Controls the relevant Party; or
- (iii) is under common Control with the relevant Party.

For this purpose, “**Control**” means (a) at least fifty percent (50%) of the controlled entity’s outstanding shares or ownership interest representing the right to make decision for such entity are owned or controlled, directly or indirectly, by the controlling entity, and/or (b) the controlling entity possesses, directly or indirectly, the power to influence the decision-making process, the direction of management and the policies of the controlled entity.

“**Background IP**” - means any Intellectual Property owned and/or controlled by a Party, or which such Party has the necessary rights to use for or in the Project, and which was conceived or reduced to practice either:

- (a) prior to the commencement of the work performed pursuant to the Project, or

- (b) outside the scope of the work performed pursuant to the Project;
- and which is used or disclosed by such Party in connection with the Project.
- “Business Day”** - means a day other than a Saturday, Sunday or a gazetted public holiday in Singapore
- “Collaborator PI”** has the meaning ascribed to it in clause 4.1
- “Commercialisation Plan”** has the meaning ascribed to it in clause 12.1
- “Commercialisation Milestone”** has the meaning ascribed to it in clause 12.2
- “Confidential Information”** - (i) means any device, materials, samples, software programmes, documents, data, graphics, specifications, technical information, or any other information, collectively referred to as **“Information”**, that is disclosed by either a Party or a Party’s Affiliate or on their behalf (**“Discloser”**) to the other Party (**“Recipient”**) in connection with the Project and/or this Agreement, whether oral, written, visual or otherwise, or hard or electronic soft copy, which:
- (a) in the case of a tangible disclosure, is marked by the Discloser as "Confidential" or "Proprietary" or with other words of similar import; or
- (b) in the case of an oral or visual disclosure, the Discloser identifies such disclosure as being confidential concurrent with the oral or visual disclosure and such Information has been confirmed and designated in writing as confidential within fourteen (14) days after its disclosure.
- (ii) shall also include JTC Data
- “Effective Date”** - means the date written above.
- “Force Majeure Event”** has the meaning ascribed to it in clause 22.1
- “Foreground IP”** - means any Intellectual Property created in the course of or

resulting from the Project and includes the deliverables of the Project as set out in Schedule 1.

- “Intellectual Property” or “IP”** - means patents, copyrights, trademarks, service marks (whether registered or not), domain names, meta tags, design rights, moral rights, rights relating to computer software, registered designs, database rights and rights in databases and any similar property rights, other industrial or intellectual property rights, including those subsisting in any part of the world in inventions, unregistered designs, drawings, lay-out 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 in applications for protection of any of the above rights subsisting anywhere in the world.
- “Innovation Challenge”** - means the proposal submitted to and accepted by JTC and which is the subject of this Agreement
- “IP Expenses”** - means all actual and out-of-pocket costs and expenses (including legal and other professional fees, Goods and Services Tax and stamp duties) in relation to the preparation, filing, prosecution and maintenance of the relevant Patent Application
- “JTC Data”** - means all raw and processed data that is provided by JTC and/or its Affiliates, and/or extracted from JTC sites
- “JTC PI”** has the meaning ascribed to it in clause 4.1
- “Know-how”** - means any method, technique, process, discovery, invention, innovation, unpatentable process, specification, recipe, formula, material, molecule, gene, protein, regulatory element, design, plan, documentation, drawing, data or other technical information which is secret, substantial and identified or at least identifiable that is to say, described or is able to be described in a sufficiently comprehensive manner
- “Other Data”** - means data other than JTC Data
- “Patent Application”** - means any patent application, division, continuation or continuation-in-part, and any patent issued thereon or reissue or extension thereof

“Project”	-	means the project to be carried out under this Agreement, which title and details are set out in <u>Schedule 1</u> , as may be amended from time to time in accordance with this Agreement means, in all forms of the verb, in relation to a person whether by itself or through a third party (including a licensee), to make, have made, use, execute, reproduce, format, modify, adapt, make derivative works, display, perform, distribute, transmit and broadcast
“Rights of Use”		has the meaning ascribed to it in clause 10.1.3
“Sharing Ratio”	-	means the ratio by which revenue are to be shared between the Parties, which ratio shall be determined in a separate agreement
“Technology”		has the meaning ascribed to it in clause 11.2.3
“Term”	-	means the period of this Agreement as specified in Clause 3 of this Agreement
“Work Product”	-	means the work product(s) developed under this Agreement and includes the deliverables of the Project as set out in <u>Schedule 1</u> , but excluding JTC Data

1.2. In this Agreement, except where the context indicates to the contrary:

- 1.2.1. “person” includes any individual, body corporate, joint venture, trust, agency or other body;
- 1.2.2. words importing the singular shall include the plural and vice versa and words denoting a given gender shall include each other gender;
- 1.2.3. headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.4. references to clauses or sub-clauses shall have reference to clauses or sub-clauses of this Agreement; and
- 1.2.5. all schedules and attachments to this Agreement form part of this Agreement

2. STATEMENT OF WORK

2.1 The Parties agree to collaborate on the Project and shall carry out in a diligent manner those parts of the Project allocated to it in accordance with Schedule 1. JTC reserves the right to

vary the scope of the Project (“**Contract Variations**”) provided it is deemed to be within the competence of the Collaborator. The Collaborator shall be consulted for his views with regard to such changes or variations. The rates or prices accepted by JTC for the Innovation Challenge shall be used as the basis for valuation of Contract Variations as far as these rates or prices are applicable or may be extrapolated. If there are no available rates or prices in the Agreement that may be used or extrapolated, the Collaborator shall be obligated to submit such quotation for the Contract Variations in writing at his own cost. JTC shall make the fair assessment of the value of the Contract Variation. Where the Collaborator’s quotation has been accepted in writing by JTC, the Collaborator shall not be entitled to claim for any extra payment beyond the quotation amount. In the event that such changes or variations result in a change in the scope of work that affects pricing and completion date, such change in price and completion date shall be subject to the approval of JTC. For the avoidance of doubt, Contract Variations as defined in this clause shall exclude any change to the terms in this Agreement, and written consent of Parties shall be obtained prior to effecting any change to terms of the Agreement with the exception of an extension to the Term of this Agreement as set out at clause 3.2 below.

- 2.2 The Parties are committed to maintaining the highest standards of research integrity and the responsible conduct of research, as defined in the Singapore Statement on Research Integrity (www.singaporestatement.org/statement.html). The Parties agree to cooperate in investigation(s) which result from any accusations of research misconduct and malpractice arising from the Project.

3. TERM OF AGREEMENT

- 3.1. This Agreement shall come into force on the Effective Date and shall continue for a period of [] (the “**Term**”) unless terminated earlier in accordance with the terms of this Agreement.
- 3.2. JTC is entitled in its sole discretion to extend the Term of this Agreement in writing for whatever period JTC deems appropriate if JTC is of the opinion (a) that the Contract Variations require such extension or (b) more time will be required for development or commercialization.

4. PRINCIPAL INVESTIGATORS (PI)

- 4.1. The Project will be supervised and co-ordinated by [Name of the Collaborator PI] on behalf of the Collaborator (“**Collaborator PI**”) and [] on behalf of JTC (“**JTC PI**”).
- 4.2. If, for any reason, the Collaborator PI is unable to continue to serve as the Collaborator PI under the Project, JTC and the Collaborator shall agree to appoint an appropriate successor to continue the works of this Project. In the event JTC and the Collaborator are unable to agree on an appropriate successor, JTC shall be entitled to terminate this Agreement forthwith and continue the Project with another party of JTC’s choice.

5. PROJECT FUNDING

- 5.1. The Parties shall provide the funding and/or contributions to the Project in accordance with Schedule 1.
- 5.2 JTC shall only be obliged to make payment to the Collaborator (i) in accordance with the Payment Schedule in Schedule 1 and (ii) subject to JTC's satisfaction and acceptance of the completion of milestones and/or deliverables. The Collaborator shall submit to JTC invoices through the electronic invoicing system maintained by JTC and such other documents through such means and in such format as may be specified by JTC for the purposes of making payment. JTC shall pay the Collaborator within 30 days from the date of the invoice by Interbank GIRO or such other mode of payment as JTC and the Collaborator may agree.
- 5.3 No payment shall be considered as evidence of the quality of the Work Product to which such payments relate or a waiver of any default on the part of the Collaborator in the performance of its obligations, nor shall it relieve the Collaborator from its other obligations under this Agreement.
- 5.4 JTC shall not be required to pay for expenses or costs of whatever nature other than those expressly set out in this Agreement or otherwise expressly agreed to in writing by JTC.
- 5.5 Each Party shall be responsible for its own taxes, including all and any Goods and Services Tax payable on any amount invoiced to it under this Agreement. JTC shall deduct from the payment due to the Collaborator the amount of withholding tax at such amount or percentage as may be required by the Inland Revenue Authority of Singapore. This clause is only applicable if the Collaborator is not a resident in Singapore as defined in the Income Tax Act (cap 134).
- 5.6 The amount payable to the Collaborator under this Agreement is exclusive of any GST chargeable on the supply of goods and services to JTC by the Collaborator under this Agreement. If the Collaborator is a taxable person under the GST Act, JTC shall reimburse the Collaborator for any such GST charged on the supply by the Collaborator of deliverables under this Agreement.
- 5.7 Any invoice or other request for payment of monies due to the Collaborator under this Agreement shall, if he is a taxable person for the purpose of the GST Act, be in the same form and contain the same information as if it were a tax invoice for the purposes of the regulations made under the GST Act.
- 5.8 All payments to be made by the Collaborator to JTC pursuant to the terms and conditions of this Agreement shall be made via telegraphic transfer to JTC's bank account as stated below unless otherwise advised:

Company name : JTC Corporation
Bank : OCBC
Bank Account no. : 501104970001
SWIFT code : OCBCSGSG

Upon making the telegraphic transfer, the Collaborator shall inform JTC's in-house officers-in-charge accordingly, and shall also copy JTC's Finance Division via email JTC_PGD@jtc.gov.sg on the payment details including the contractor name, JTC's contract number and amount paid. JTC reserves the right not to accept any cheque payment as JTC deems fit and proper.

- 5.9 If at any time during the Term, the Collaborator is found to have over-claimed which resulted in overpayment for more than the work executed, JTC reserves the right to deduct from the Collaborator's subsequent payments the sum overpaid together with interests at prevailing commercial rates and JTC's charges.

6. CONFIDENTIAL INFORMATION

- 6.1. Each Recipient agrees to use the Discloser's Confidential Information only for the purposes of the Project and/or this Agreement, unless otherwise expressly agreed to in writing by the Discloser.
- 6.2. Each Recipient shall use the same degree of care regarding the Confidential Information as it uses in protecting and preserving its own confidential information of like kind to avoid disclosure or dissemination thereof, but in no event less than a reasonable degree of care.
- 6.3. Each Recipient agrees to make the Discloser's Confidential Information available only to those of its Affiliates, employees, officers, directors, legal or professional advisors, or students who have a need to know the same for the purposes of the Project and /or this Agreement and who are bound by obligations of confidentiality. The Recipient shall not disclose the Confidential Information to any third party except as provided herein.
- 6.4. Each Party agrees that the obligations of confidentiality contained herein shall not apply to any information which:
- (i) was publicly available prior to the date of disclosure under this Agreement or becomes publicly available thereafter through no wrongful act or omission on the Recipient's part;
 - (ii) was known to the Recipient prior to the date of disclosure under this Agreement or becomes known to the Recipient thereafter, without restriction as to use or disclosure, from a third party having an apparent bona fide right to disclose the Information, as evidenced by written records;
 - (iii) is independently developed by the Recipient, as evidenced by written records; or
 - (iv) is disclosed with the Discloser's prior written consent.
- 6.5. Where the Recipient is required to disclose Confidential Information pursuant to an order of a court of competent jurisdiction or by law, the Recipient may disclose such Confidential Information provided that the Recipient, if not legally prohibited from so doing, promptly

notifies the Discloser and cooperates reasonably with efforts by the Discloser to contest or limit the scope of such order or legal requirement to disclose.

- 6.6. The Parties agree that any breach of confidentiality under this Clause 6 may cause irreparable injury to the Discloser and monetary compensation or damages awarded may not be an adequate remedy for such breach. Accordingly, the Discloser shall be entitled to seek equitable relief against any such breach, including injunctions, and this shall be without prejudice to the Discloser's other rights and remedies under law.
- 6.7. The obligations of confidentiality set out in this Clause 6 shall survive for a period of three (3) years from the date of expiry or early termination of this Agreement.

7. REVIEW MEETINGS

- 7.1. The Parties agree to hold a Project review meeting once every 2 months to review the implementation of the Project.

8. IMPLEMENTATION TIME SCHEDULE

- 8.1. The Parties shall perform the Project in accordance with the implementation time schedule as set out in Schedule 1.

9. DELIVERABLES

- 9.1. The Collaborator shall provide the deliverables required of it as specified in Schedule 1.

10. INTELLECTUAL PROPERTY AND COMMERCIALISATION RIGHTS

10.1. Background IP

- 10.1.1. Each Party shall remain the owner or authorised user (as the case may be) of its Background IP.
- 10.1.2. Each Party shall disclose all Background IP to the other Party that will be used in connection with the Project both at the onset and progressively throughout the Project where necessary and be required to complete the Technology Disclosure Form accordingly.
- 10.1.3. The Collaborator shall grant to JTC a non-exclusive, royalty-free, irrevocable, worldwide, perpetual licence, free of licence fee (with the right to sublicense) to exploit all Background IP in connection with the Project and JTC's use of the

Foreground IP (where such Background IP is necessary for JTC to exercise its Rights of Use in the Foreground IP). Such licence shall survive the expiry or termination of this Agreement.

10.2. **Foreground IP**

All Foreground IP, Know-How, Work Product (whether created solely by the Collaborator or jointly with JTC) from the Project shall be jointly owned by the Collaborator and JTC in equal undivided shares and by the Parties in accordance with the provisions of this Agreement.

10.3. The provisions of this clause 10 shall survive the termination or expiry of this Agreement.

11. DEALINGS WITH FOREGROUND IP

11.1. The Collaborator shall provide to JTC a copy of the Technology Disclosure Form as set out in Schedule 2, and update the Technology Disclosure Form from time to time when Foreground IP is developed. The Collaborator shall provide such copy of the Technology Disclosure Form (or such updated copy) at such times and from time to time as may be requested by JTC, as well as within three (3) months before the conclusion of the Project.

11.2. The Collaborator shall be entitled, by itself or its agents, to deal with and dispose of the Foreground IP and its title, rights and interests therein (including assignment of, granting of licences, sub-licences to third parties and commercialisation of the Foreground IP) subject to the following terms and conditions:

11.2.1. prior written consent of JTC (such consent not to be unreasonably withheld) must be obtained;

11.2.2. JTC shall be entitled to a right of first refusal in the event the Collaborator intends to assign the Foreground IP to a third party;

11.2.3. in the event that the Collaborator generates revenue from the commercialisation of the Foreground IP and/or Patent Application or Patent (if applicable) (collectively, the “**Technology**”):

11.2.3.1. JTC shall be entitled to a share of such commercialisation revenue;

11.2.3.2. the determination of JTC’s share of such revenue shall be (at JTC’s election) by reference to (i) revenue of Technology, (ii) revenue by company or (iii) profit by Technology. The conditions of such sharing of revenue shall include the foregoing and such other terms (including auditing and payment requirements) as may be mutually agreed within three (3) months before the conclusion of the Project and agreed in writing using the Sharing Ratio form set out in Schedule 3; and

- 11.2.3.3. for clarity, the recovery of such sums by JTC shall be for the purposes of recovering JTC's costs incurred in this Project, including but not limited to: (i) funding provided by JTC; (ii) the value of resources provided by JTC (e.g. manpower, test-bedding of facilities, etc.); and/or (iii) to account for the time-value of money for the above costs incurred; and
- 11.2.4. in cases where the Collaborator's licensees and business partners generate revenue from the Foreground IP and/or Patent Application or Patent (if applicable), the Collaborator shall ensure that JTC shall have a share in such revenue gained by the Collaborator's licensees and business partners. The provisions of clause 11.2.3 shall apply *mutatis mutandis*.
- 11.3. JTC shall be entitled, by itself or its agents, to deal with and dispose of the Foreground IP and its title, rights and interests therein (including assignment of, granting of licences, sub-licences to third parties and commercialisation of the Foreground IP) without requiring the consent of or the need to account any monies gained in connection thereto to the Collaborator.
- 11.4. The provisions of this clause 11 shall survive the termination or expiry of this Agreement.

12. COMMERCIALISATION OF FOREGROUND IP

- 12.1. The Parties hereby appoint the Collaborator as the commercialisation lead party to lead the commercialisation efforts in respect of the Foreground IP. The Collaborator shall use good faith diligence to seek commercialisation of the Foreground IP.
- 12.2. The Collaborator shall provide to JTC for review and approval at least 3 months before completion of the Project (approval shall not be unreasonably withheld) the following:
 - 12.2.1. In the event further refinement of the solution/product is required, a plan for further development with details such as expected **deliverables** and **performance specifications**, indicating the stage of product development: (1) proof of concept; (2) development of a prototype; and (3) conduct of a trial/testbed; and
 - 12.2.2. The Commercialisation plan (the "**Commercialisation Plan**") that shall contain such details and commercialisation milestones ("**Commercialisation Milestones**", each a "**Commercialisation Milestone**") as may be prescribed by JTC (if any).
- 12.3. In the event that JTC is satisfied with the agreed Commercialisation Plan, JTC reserves the rights to transfer its ownership in Foreground IP in partial or full to the Collaborator subject to terms and conditions below and such other terms as may be prescribed by JTC:
 - 12.3.1. JTC shall reserve unto itself the rights to use the Foreground IP in connection with its functions and powers under the Jurong Town Corporation Act (Cap 150),

research and development (including the right to use, reproduce, modify etc), educational purposes, free of any charges or fees; and

- 12.3.2. any transfer of ownership rights in relation to the Foreground IP shall be without prejudice to the provisions in this Agreement relating to Confidential Information and JTC Data.
- 12.4. JTC reserves the right to require the Collaborator to assign all of the Collaborator's benefit, right, title and interest in and to the Foreground IP and Patent Applications (or Patents) (if applicable) to JTC or such third party as may be directed by JTC in the event that:
 - 12.4.1. there is any change in more than 25% of the shareholding of the Collaborator;
 - 12.4.2. any of the events under clause 19.2.2 happens to the Collaborator;
 - 12.4.3. the Parties are unable to reach an agreement on the Commercialisation Plan by within one (1) month before the end of the Project; or
 - 12.4.4. the Parties reach an agreement on the Commercialisation Plan, but the Collaborator fails to meet any of the Commercialisation Milestones and JTC assesses that the Collaborator will not be able to meet the Commercialisation Milestones even after modification of the same.
- 12.5. The provisions of this clause 12 shall survive the termination or expiry of this Agreement.

13. PATENT APPLICATION

- 13.1. The Collaborator may file any Patent Application with the prior written consent of JTC (such consent not to be unreasonably withheld) on the following terms and conditions:
 - 13.1.1. the Collaborator shall take the lead in the preparation, filing, prosecution and maintenance of the Patent Application in accordance with the terms of this Agreement (the "**Lead Party**"); and
 - 13.1.2. at the time of granting its consent, JTC shall be entitled to elect whether JTC wishes to be a co-applicant of the Patent Application.

For clarity, the Parties agree that JTC is entitled to withhold consent for filing of any Patent Application should JTC determine that:

- a) the filing of the Patent Application prejudices or is contrary to national interest such as national security; or

- b) the filing of the Patent Application prejudices or is contrary to public interest, for instance, where the Foreground IP and/or patentable inventions is necessary for carrying out regulatory responsibilities and should not be the monopoly of any one company.
- 13.2. In the event that JTC elects to be a co-applicant of the Patent Application, the following terms and conditions shall apply:
- 13.2.1. the Patent Application shall be filed in the joint names of JTC and the Collaborator as joint owners of equal undivided shares thereof;
 - 13.2.2. the Lead Party shall further ensure compliance with all applicable Singapore patent laws and regulations when filing the Patent Application, including obtaining any necessary national security clearances from the Intellectual Property Office of Singapore prior to any foreign filings of the Patent Application.
 - 13.2.3. the Lead Party shall provide JTC with:
 - 13.2.3.1 a copy of any draft of such Patent Application sufficiently prior to filing to permit JTC reasonable opportunity to review and make comments thereon
 - 13.2.3.2 copies of all substantive communications received from patent offices with respect to such filings; and
 - 13.2.3.3 copies of all grants or certificates of registration of any such Patent Application;
 - 13.2.4. the Parties agree to give each other reasonable assistance in the preparation, filing, prosecution and maintenance of any such Patent Application filed and shall cause to be executed all assignments and other instruments and documents as may be necessary or appropriate;
 - 13.2.5. unless otherwise agreed, all IP Expenses shall be shared by the Parties equally; and
 - 13.2.6. the Lead Party shall not abandon the prosecution or maintenance of any such Patent Application without the prior written consent of JTC. JTC reserves the right to carry out a defensive publication of the IP if the Collaborator chooses to abandon the application; and
 - 13.2.7. the provisions of clauses 10.2, 11 and 12 shall apply *mutatis mutandis*.
- 13.3. In the event that JTC elects **not** to be a co-applicant of the Patent Application, the following

terms and conditions shall apply:

- 13.3.1. JTC will assign its share of the Foreground IP to the Collaborator, to the extent it is necessary for inclusion in the Collaborator's Patent Application for the same, but otherwise all other ownership positions as set out in this Agreement shall remain unchanged. Such assignment shall be without prejudice to the provisions on Confidential Information and JTC Data. For clarity, JTC shall still be a co-owner of all unassigned portions of the Foreground IP;
- 13.3.2. such assignment shall be subject to and conditional on:
 - 13.3.2.1. the Collaborator granting JTC an irrevocable non-exclusive licence free of licence fee to be able to continue using the assigned IP/patent for its non-commercial statutory functions, R&D and educational purposes;
 - 13.3.2.2. the Collaborator and JTC having agreed upon the Sharing Ratio referred to in clause 11.2.3; and
 - 13.3.2.3. all IP Expenses shall be solely borne by the Collaborator.
- 13.4. The provisions of this clause 13.4 shall apply whether or not JTC elects to be a co-applicant of the Patent Application (i.e. even if JTC elects not to be a co-applicant). JTC reserves the rights to:
 - 13.4.1. name its employee(s) involved in the Project as co-inventors;
 - 13.4.2. review and suggest amendments to the Collaborator's proposed Patent Application;
 - 13.4.3. veto the Collaborator's Patent Application if it discloses any of JTC's Confidential Information.
- 13.5. The provisions of this clause 13 shall survive termination or expiry of the Agreement.

14. ENFORCEMENT

- 14.1. Each Party shall be responsible at its own cost and expense for enforcing the terms of its licence in respect of the Foreground IP (or Patent Application, as the case may be) against its own licensees. The Party that granted the licence shall be solely entitled to all damages or other sums recovered in any such enforcement proceedings against its own licensee and to the full benefit of any judgement or order in any such proceedings.
- 14.2. The Parties shall consult each other before making any claims of infringement of the Foreground IP (or Patent Application, as the case may be) against any third party or

commencing infringement proceedings in respect of the Foreground IP (or Patent Application, as the case may be). For the avoidance of doubt, such consultation would still be necessary even if the infringing party was a licensee of the Foreground IP (or Patent Application, as the case may be).

14.3. The provisions of this clause 14 shall survive termination or expiry of the Agreement.

15. RIGHT OF FIRST REFUSAL

15.1. JTC shall have a right of first refusal in the event where (i) the Collaborator intends to sell, transfer or assign the Collaborator's ownership of Foreground IP and/or Patent Application (if applicable) to a third party or (ii) the Collaborator shall receive an offer, or solicit an offer, for the purchase of the Foreground IP and/or Patent Application (if applicable), JTC shall have the right of first refusal to purchase the Collaborator's share of Foreground IP and/or Patent Application (if applicable), on the same terms and conditions of the proposed sale. The Collaborator shall give prompt written notice of such an impending sale to JTC and JTC shall be given **60 days** to give the Collaborator written notice of its intent to exercise this right of first refusal.

15.2. The provisions of this clause 15 shall survive termination or expiry of the Agreement.

16. JTC DATA

16.1. **Ownership of data:** All JTC Data provided by JTC shall belong to and is solely owned by JTC.

16.2. **Access:** The Collaborator may access and use JTC Data for the purposes of carrying out its obligations under this Agreement and no other purposes. In the event that the Collaborator wishes to access and use JTC Data for any other purposes, the Collaborator shall seek JTC's prior written consent. Such consent shall be governed by such terms as may be imposed by JTC.

16.3. The provisions of this clause 16 shall survive termination or expiry of the Agreement.

17. PUBLICATIONS

17.1. Collaborator shall seek JTC's prior consent for the right to publish in any journal, thesis, or dissertation, or present at any national, international or professional meeting, the findings, methods and results derived from the Project, subject to the provisions of Clause 6.

17.2. The Collaborator intending to make any publication or presentation shall furnish to JTC a copy of such proposed publication or presentation. The Collaborator is required to obtain the

explicit written consent before the Collaborator can proceed with the publication or presentation.

- 17.3. Confidential Information that is governed by Clause 6 identified by JTC shall be deleted from the proposed publication or presentation.
- 17.4. In the event that JTC objects to any such publication or presentation the Collaborator shall withhold such publication or presentation..
- 17.5. The provisions of this clause 17 shall survive termination or expiry of the Agreement.

18. WARRANTIES AND DISCLAIMERS OF LIABILITY

- 18.1. The Collaborator warrants that all its Background IP, findings, results, reports and materials and any use thereof will not infringe or violate any patent or other proprietary rights of any other person. The Collaborator shall indemnify and keep indemnified JTC against all loss, damages, costs, expenses, demands or liability incurred by JTC or for which JTC may incur and/or become liable for, whether direct or indirect, arising out of or in connection with the Collaborator's breach of this Agreement or any claim by a third party that the Collaborator's Background IP and/or the Foreground IP infringes any intellectual property rights or other proprietary rights of a third party.
- 18.2. If any claim or action is made or threatened to be made against JTC alleging that the possession, use or licensing of the Foreground IP (or any part thereof) infringes intellectual property rights of a third party, the Collaborator shall at the Collaborator's sole expense procure for JTC the right to continue to use the Foreground IP (or any part thereof). If the Collaborator fails to procure for JTC the right to continue to use the Foreground IP, then JTC shall be entitled to recover the entirety of JTC's contributions under this Agreement forthwith.
- 18.3. Each Party shall be solely responsible and liable for (i) the acts and omissions of its respective directors, agents, contractors and employee and (ii) its use of the Foreground IP, or findings, results, reports or materials from the Project.
- 18.4. JTC shall NOT be liable for any loss, whether indirect, consequential, punitive or incidental, or any special loss or damage (including loss of profits, loss of use, and loss of production) however caused (and whether arising out of contract, strict liability, or tort or under any legal or equitable theory of liability) which the Collaborator or any third party may suffer arising from any defect, error, fault or failure to perform with respect to any Background IP or Foreground IP.
- 18.5. In no event shall JTC be liable to the Collaborator for any loss of profits, loss of goodwill, loss of use, loss of production or business interruption costs, or any type of indirect, special, consequential or incidental loss or damages suffered by the Collaborator arising from any breach of this Agreement whether or not JTC has been advised of the possibility of such

damage.

- 18.6 The Collaborator shall be solely responsible for the safety of its workmen and damage to any person and/or properties. The Collaborator shall indemnify JTC against any claims arising out of the works of this Agreement and shall be deemed to have taken up insurance policies of adequate coverage with an approved insurance company in respect of Work Injury Compensation, Public Liability and all other insurance necessary.
- 18.7 The provisions of this clause 18 shall survive termination or expiry of the Agreement.

19. TERMINATION

- 19.1. JTC may with 60 days prior written notice to the Collaborator and without compensation or penalty to the Collaborator, terminate this Agreement.
- 19.2. JTC may terminate this Agreement:
- 19.2.1. in the event of the Collaborator being in breach of any material term of this Agreement, such breach being either incapable of rectification or where capable of being rectified, is not so rectified within thirty (30) days of receipt of notice by the JTC; or
- 19.2.2. in the event the Collaborator:-
- (i) has a receiver, manager, judicial manager or an administrator appointed on behalf of a creditor over all or a substantial part of its assets;
 - (ii) enters into an arrangement with or compounds or convenes a meeting with its creditors;
 - (iii) being a company, shall pass a resolution to enter into liquidation or the courts shall make an order that the company be compulsorily wound up (other than for the purposes of amalgamation or reconstruction);
 - (iv) is subject to the supervision of the court, either involuntarily or otherwise;
 - (v) ceases or threatens to cease for any reason whatsoever to carry on its business; or
 - (vi) is unable to pay its debts as defined in the Companies Act (Cap. 50) or takes or suffers any similar action in consequence of debt.
- 19.3. Any termination of this Agreement shall not affect the accrued rights of the Parties before the termination date.

20. CONSEQUENCES OF TERMINATION

- 20.1. Where this Agreement is terminated in accordance with this Agreement, the Parties shall use their best endeavours to wind up the work carried out in relation to the Project in an orderly

fashion and where applicable to complete such outstanding work during the relevant action periods. In the event of termination under clause 19.2.1, JTC shall be entitled to claim on an indemnity basis against the Collaborator for all costs incurred that would otherwise have been covered by the funding from JTC, including for non-cancellable commitments and JTC resources utilised, in the performance of the Project up to and including the effective date of termination, provided that the total funding amount shall not be exceeded. The Collaborator shall reimburse to JTC any unutilised funds.

- 20.2. Where this Agreement is terminated in accordance with the provisions of this Agreement, the Party terminating this Agreement shall be relieved of its obligations under the Project and shall have no liability whatsoever to the Other Party in respect of such termination.
- 20.3. The termination of this Agreement shall not affect any rights that shall have accrued to any Party prior to such termination.
- 20.4. In addition to such provisions which survive the termination of this Agreement by operation of law, the provisions of Clauses 6, 10 to 19 and 23 to 30 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

21. NO ASSIGNMENT

- 21.1. The Collaborator may NOT assign all or any of its rights or obligations under this Agreement without the prior written consent of JTC.
- 21.2. For clarity, JTC shall be entitled to assign all or any of its rights or obligations under this Agreement without consent of the Collaborator.

22. FORCE MAJEURE

- 22.1. No Party shall be liable for any failure to perform its obligations under this Agreement if the failure results from events beyond the reasonable control of any of the Parties. For the purpose of this Agreement, such events shall include, but not necessarily be limited to, strikes, lock-outs or other labour disputes, civil disturbances, actions or inactions of government authorities or suppliers, epidemics, pandemics, quarantines, wars, embargoes, acts of God or other catastrophes (“**Force Majeure Event**”).
- 22.2. The respective obligations of a Party hereunder shall be suspended during the time and to the extent that such Party is prevented from complying therewith by a Force Majeure Event provided that such Party shall have given written notice thereof, specifying the nature and details of such event and the probable extent of the delay, to the other Party.
- 22.3. In case of a Force Majeure Event the time for performance required by a Party under this Agreement shall be extended for any period during which the performance is prevented by the event. However, the other Party may terminate this Agreement by notice in writing if such

an event which prevents performance continues for more than thirty (30) days.

22A. TRANSFER

22A.1 In the event either Party (“**Transferor**”) transfers any material to the other Party (“**Recipient**”) for the purposes of this Project, such material shall not be used for any other purpose whatsoever without the prior written consent of the Transferor and the Recipient shall return any unused material to the Transferor at the completion or early termination of the Project unless otherwise instructed in writing by the Transferor. Transferor’s right to the material remains unaffected by this Agreement.

23. USE OF NAMES

23.1. No Party shall use the name of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.

23.2. Notwithstanding the generality of Clause 23.1 the Parties may notify third parties of the fact that this Agreement is in effect.

24. NOTICES

24.1. Any notice to be given by a Party to this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by email or by prepaid registered post to the addressee at the address or (as the case may be) the email of that Party as set out below or at such other address (or email) as the Party to be served may have notified the other Party for the purposes of this Agreement:

- **For JTC**

Name:

Address: The JTC Summit, 8 Jurong Town Hall Road, Singapore 609434

Phone:

E-mail:

Name:

Address: The JTC Summit, 8 Jurong Town Hall Road, Singapore 609434

Phone:

E-mail:

- **For the Collaborator**

Name:

Address:
Phone:
E-mail:

25. DISPUTE RESOLUTION

- 25.1. In the event of any difference or dispute arising between the Parties relating to the validity, interpretation, construction or performance of this Agreement, the Parties shall use their best endeavours to settle amicably such difference or dispute by consultation and negotiation.
- 25.2. If such efforts taken under Clause 25.1 above fail, then the Parties may refer the matter to mediation in accordance with the rules and procedures of the Singapore Mediation Centre.
- 25.3. If, and to the extent that, any dispute has not been settled pursuant to Clauses 25.1 and 25.2 above, then the dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference to this Clause 25. The language of the arbitration shall be English. Any award made hereunder shall be final and binding upon the Parties hereto and judgment on such award may be entered into by any court or tribunal having jurisdiction thereof.

26. GOVERNING LAW

- 26.1. This Agreement, including its validity and interpretation and the merits of any dispute or claim arising out of or relating to this Agreement, shall be governed by the laws of Singapore.

27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP.53B)

- 27.1. No person shall have any right pursuant to the Contracts (Right of Third Parties) Act (CAP.53B) to enforce any of the terms and conditions in this Agreement.

28. COMPLIANCE WITH APPLICABLE LAWS

- 28.1. The Parties shall comply at all times with any relevant laws, regulations, by-laws, rules and guidelines applicable to it in the carrying out of the Project, including all applicable data protection laws in Singapore.

29. ENTIRE AGREEMENT

- 29.1. Unless otherwise expressly specified, this Agreement embodies the entire understanding

between the Parties in respect of the Project and any prior or contemporaneous representations, either oral or written, are hereby superseded.

- 29.2. No amendments or changes to this Agreement shall be effective unless made in writing and signed by duly authorised representatives of the Parties.

30. GENERAL

- 30.1. Nothing in this Agreement shall create or be deemed to create, a partnership, or the relationship of principal and agent, between the Parties.
- 30.2. No exercise, or failure to exercise, or delay in exercising any right power or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power or remedy.
- 30.3. In the event that any term, condition or provision of this Agreement is held to be a violation of any applicable law, statute or regulation, the same shall be deemed to be deleted from this Agreement and shall be of no force and effect, and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree on terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.
- 30.4. The Parties shall co-operate with each other and execute and deliver to the other such instruments and documents and take such other action as may be reasonably requested from time to time in order to carry out and confirm the rights and the intended purpose of this Agreement.
- 30.5. Except as otherwise provided in this Agreement, the Parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement.
- 30.6. The Parties may sign this Agreement in one (1) or more counterparts by the duly authorised representatives of the Parties, each of which constitutes an original and all of which taken together shall constitute the Agreement. The Parties may sign and deliver this Agreement by facsimile or by emailed portable document format (“**PDF**”) document (or other mutually agreeable document format), and a reproduction of this Agreement with a Party's signature made by facsimile or PDF, sent by facsimile or email shall have the same effect as and be enforceable as a signed and delivered original version of this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first above written.

SIGNED by for and on behalf of

SIGNED by for and on behalf of

JTC CORPORATION

Name:

Designation:

Name:

Designation:

In the presence of:

In the presence of:

Name:

Designation:

Name:

Designation:

PROJECT

Will be replaced by Sections B, C, and D of the proposal

TECHNOLOGY DISCLOSURE FORM

This form should be completed by the Principal Investigator and a copy of the completed form should be submitted to the Parties' respective technology transfer office.

Project Title:

Parties:

Name of Principal Investigator:

1. PROPOSED SHORT TITLE OF TECHNOLOGY

2. DESCRIPTION OF TECHNOLOGY

(Please attach any draft manuscript, if available)

In describing the Technology you should try to answer the question "what problem does the technology solve?"

3. ADVANTAGE AND IMPROVEMENT OVER EXISTING TECHNOLOGY

3(i) *Are you aware of similar developments or research in this direct field?*

YES / NO

Details: (Attach separate sheets if necessary)

3(ii) *What are the practical advantages and/or disadvantages of this technology over existing technology?*

3(iii) *Please provide references to what you consider to be the closest published work (inc. your own) to the new technology.*

4. EXPLOITATION STRATEGY: Potential Commercial Applications

Indicate the possible commercial applications of the technology, either in the short or long term.

5. PUBLICATION, PUBLIC USE, DISCLOSURE

Valid patent protection depends upon the technology not having been previously disclosed to the public in any way, therefore the following questions should be carefully considered.

5(i) *the following is a list of potential disclosures, please indicate the type of disclosure and the date when it occurred, together with details of any planned disclosures including expected date of disclosure.*

TYPE OF DISCLOSURE	DATE OF DISCLOSURE	DATE OF PROPOSED DISCLOSURE
Abstract		
Poster		
Paper		
Thesis		
Media		
Lecture / Seminar		
Sample / Material Supply		
Discussion with other colleagues		
Discussion with others outside of unit / institute		
Internet		
Others		

5(ii) *Please provide details of specific disclosures indicated above, including where appropriate, copies of written disclosures.*

6. INVENTOR¹(S)

Please complete the following details for each potential inventor, including yourself. (Please add additional sheet if required)

1. Name and Title	
2. Address	
3. Telephone No.	
4. Fax No.	
5. Email	

¹ An inventor is the actual devisor of the technology; any person who merely contributes routine technical advice or other assistance in the making of the technology is not an inventor regardless of how valuable the advice or other assistance is.

6. Employer i.e. RI, University, other (please give details)	
7. Nationality	
8. Signature / Date	

1. Name and Title	
2. Address	
3. Telephone No.	
4. Fax No.	
5. Email	
6. Employer i.e. RI, University, other (please give details)	
7. Nationality	
8. Signature / Date	

1. Name and Title	
2. Address	
3. Telephone No.	
4. Fax No.	
5. Email	
6. Employer i.e. RI, University, other (please give details)	
7. Nationality	
8. Signature / Date	

7. DATE OF CONCEPTION

8. RESEARCH MATERIALS

Were any reagents / materials (including biological materials) used in the research obtained from another institution or company and subject to a Material Transfer Agreement (MTA)? If so, please attach a copy of the MTA.

Have you shared any novel materials with colleagues at other institutions? If so, please identify and attach a copy of any agreements (e.g. MTA, NDA, Collaboration Agreements, Evaluation Agreements, etc.) you used.

9. SIGNATURES

Completed by:
(Principal Investigator)

Date:

Acknowledged by:
(TTO's officer-in-charge)

Date:

AGREEMENT ON SHARING RATIO

Between

(1)

and

(2) **JURONG TOWN CORPORATION** with its registered address at 8 Jurong Town Hall Road, The JTC Summit, Singapore 609434 (hereinafter referred to as “**JTC**”),

In relation to the Agreement dated [date] for the Project

Pursuant to clause 11.2.3 of the above Agreement, the Parties above agree that the Sharing Ratio under the above Agreement shall be in the following proportions:-

[]	:	___%
JTC	:	___%

Signed this [date] day of [month/year],

FOR

Signed by)	
[])	
in the presence of:)	_____
)	Name:
)	
)	Designation:
_____)	
Name:		
Designation:		

FOR JURONG TOWN CORPORATION

Signed by)	
[])	
in the presence of:)	_____
)	Name:
)	
)	Designation:
_____)	
Name:		
Designation:		