

## **IMPORTANT NOTICES**

Participants in the Care-at-Home Innovation Grant are deemed to have read and understood the following provisions:

### **1. DEFINITIONS**

1.1. Unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them:

Awardee	shall mean the individual, entity or consortium who has been selected by MOH for award under the Care-at-Home Innovation Grant. It includes the Awardee's duly appointed representatives, successors and permitted assignees and shall include the Awardee's employees, agents and subcontractors.
Background IP	shall mean IP which is created prior to or independently of this Care-at-Home Innovation Grant, but which relates to or is used for the purposes of this Care-at-Home Innovation Grant and/or the Foreground IP.
Contract	shall mean the legally binding agreement between the Awardee and MOH, the terms and conditions of which shall be agreed between the Awardee and MOH at a later date.
Foreground IP	shall mean IP which results from or is generated pursuant to or for the purpose of this Care-at-Home Innovation Grant.
IP	shall mean intellectual property and shall include patents, copyright, industrial design and integrated circuit topography.
MOH	shall mean the Government of Singapore as represented by the Ministry of Health, the organiser of the Care-at-Home Innovation Grant.
MOH's Affiliates	shall include the Government of Singapore, including all its Ministries, government departments and Organs of State and all Statutory Boards. MOH's Affiliates shall also include MOH Holdings Pte Ltd (MOHH), the Agency for Integrated Care Pte Ltd (AIC) and such other affiliate as MOH may designate in writing.
Participants	shall mean individuals, entities or consortia participating in the Care-at-Home Innovation Grant.
Project	shall mean both the proposed and actual project activities carried out by an Awardee pursuant to the Care-at-Home

Innovation Grant. For the avoidance of doubt, this includes implementing an Awardee's proposed model of care and solutions pursuant to the Care-at-Home Innovation Grant.

Proposal shall mean any and all documents and information, e.g. Project abstracts and Project proposals, submitted by the Project Team for the purpose of the Care-at-Home Innovation Grant.

Statutory Board shall mean a body corporate established by or under written law from time to time to perform or discharge any public function.

1.2. Words importing the singular shall also include the plural and vice versa where the context requires.

## **2. DISCLAIMERS**

2.1. The Care-at-Home Innovation Grant is merely an invitation to treat and is not intended to create or impose any binding legal obligations whatsoever on MOH, whether express or implied and whether contractual or otherwise.

2.2. Nothing in this Care-at-Home Innovation Grant shall constitute a contract between MOH and any Participant. Any Participant selected pursuant to this Care-at-Home Innovation Grant for award shall be required to enter into a legally binding Contract with MOH, the terms and conditions of which shall be agreed between the parties at a later date.

2.3. All submissions of Proposals, clarifications, discussions and presentations relating to this Care-at-Home Innovation Grant are made entirely at the risk of the Participant.

2.4. MOH does not make any representation or warranty, whether express or implied, or accept any liability for the completeness, relevancy, accuracy and/or adequacy of the information provided by MOH in relation to this Care-at-Home Innovation Grant.

2.5. MOH does not make any representation of fact or promise to the future in respect of any Project contemplated by the Awardee relating to this Care-at-Home Innovation Grant.

2.6. MOH accepts no liability or obligation in relation to any Proposal submitted pursuant to this Care-at-Home Innovation Grant and/or any subsequent clarifications, discussions or presentations thereon, whether requested by MOH or otherwise. The Participant shall bear all costs and expenses associated with the preparation and submission of its Proposal, and any subsequent clarifications, discussions or presentations thereon. MOH will, under no circumstances, be responsible for reimbursing any costs incurred by the Participant during the evaluation and selection process, regardless of the conduct or outcome of the evaluation and selection process.

- 2.7. MOH shall have the absolute discretion to accept or reject any Proposal, whether in whole or in part, without giving any reason whatsoever. The receipt by MOH of any Proposal pursuant to this Care-at-Home Innovation Grant shall under no circumstances impose any form of obligation or amount to an acceptance of or an agreement to abide by any terms or conditions stated therein or elsewhere on the part of MOH.
- 2.8. MOH shall have the absolute discretion, at any time, to terminate this Care-at-Home Innovation Grant or to change the nature, scope, procedures or timelines for the Care-at-Home Innovation Grant, including the proposal selection process and criteria. Under no circumstance shall MOH incur any liability in respect of such termination or changes.
- 2.9. MOH shall not owe any liability to any party for any loss or damage whatsoever (including loss of profit, savings, business contracts, or revenues, and all other forms of actual, direct, special, incidental, or consequential loss or damage) arising from or related to any response to this Care-at-Home Innovation Grant, including but not limited to the submission of Proposals.
- 2.10. MOH shall not be obliged to consider any request from any Participant for an extension of time for the submission of Proposals. MOH shall also not be obliged to enter into any correspondence with any Participant regarding reasons for non-acceptance of their Proposal.

### **3. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

- 3.1. Nothing in the Care-at-Home Innovation Grant shall affect any person's right to own or licence Background IP.
- 3.2. MOH agrees that all rights, title to or interest in, all Foreground IP created by the Awardee shall vest in the Awardee.
- 3.3. In consideration of MOH agreeing to the vesting of the Foreground IP in the Awardee, the Awardee shall grant to MOH and MOH's Affiliates, free of any additional charge, the following licenses:
  - 3.3.1. an irrevocable, perpetual, Singapore, non-exclusive, royalty-free licence to reproduce, modify or use any Background IP (together with any modifications, improvements and developments thereof, which shall be promptly communicated to MOH) owned by or licensed to the Awardee, its subcontractor or supplier; and
  - 3.3.2. an irrevocable perpetual, Singapore, non-exclusive, royalty-free licence to reproduce, modify or use any Foreground IP (together with any modifications, improvements and developments thereof, which shall be promptly communicated to MOH) which is or becomes vested in the Awardee, its subcontractor or supplier.

3.4. In consideration of the payment to the Awardee and MOH agreeing to the vesting of the Foreground IP in the Awardee, in the event the Awardee is subsequently engaged by:

3.4.1. the Government of the Republic of Singapore as a whole including all current and future Ministries, government departments and Organs of State;

3.4.2. any current or future Statutory Boards or not-for-profit organisations;

3.4.3. corporations, medical hospitals, community hospitals, clinics, institutions and healthcare practitioners, and home care providers that are related to MOH by reason of:

- a) MOH is obliged to provide support or other services to or otherwise collaborate with the organizations/institutions;
- b) MOH's Affiliates; or
- c) individuals, organisations or institutions (whether incorporated or otherwise), including but not limited to corporations, medical hospitals, community hospitals, clinics, institutions, healthcare practitioners, and home care providers (whether subvented or otherwise), anywhere in the world which have been authorized by MOH to use, access or benefit from the Project or the terms of the Contract whether directly or indirectly or such persons, organisations or institutions as may be identified by MOH from time to time,

on projects which involve the Awardee providing products or services incorporating the Foreground IP, the Awardee shall offer preferential pricing to the individuals or entities mentioned at clauses 3.4.1 to 3.4.3 for these products or services i.e. offer a discount at a percentage of the price which the Awardee provides these products and services to any other party.

3.5. The Awardee shall, at no additional cost, give such assistance to MOH as may be required to enable MOH to exercise the rights conferred above. It is for MOH, in its sole discretion, to determine what assistance may be required from the Awardee.

3.6. For the avoidance of doubt:

- a) Clause 3.3 does not vest any title in the Awardee of any IP in any results, report, data or information generated or produced by MOH or another person on behalf of MOH as a result of the Contract. The title to all IP in any such results, report, data or information generated or produced by MOH or another person on behalf of MOH as a result of the Contract shall be owned by MOH;

- b) The Contracts (Rights of Third Parties) Act (Cap 53B) shall apply to enable Statutory Boards and not-for-profit organisations in their own right to enforce Clause 3.4 and/or Clause 3.5 of the Contract against the Awardee; and
  - c) The Awardee agrees that MOH shall not be liable or held responsible for the acts or omission of any individuals or entities mentioned at clauses 3.4.1 to 3.4.3.
- 3.7. If any license granted or obtained for Foreground IP or Background IP under Clause 3.4 can be registered under any IP registration system in Singapore, the Awardee shall:
- a) Register the license under the IP registration system in Singapore; and
  - b) Deliver documentary proof of such license registration to the Authority as soon as possible.
- 3.8. The Awardee, its subcontractor or supplier should use its best endeavours to commercialise the Foreground IP and/or take effective steps to achieve a practical application of the Foreground IP. If MOH determines that the Awardee, its subcontractor or supplier has failed to do so, MOH may exercise its right to reclaim the Foreground IP and require the Awardee, its subcontractor or supplier to:
- a) assign its rights, interest and title in the Foreground IP and where necessary, the Background IP, or any part thereof; or
  - b) grant a non-exclusive, partially exclusive or exclusive license in respect of the Foreground IP and where necessary, the Background IP, or any part thereof;
- to MOH, or to such other party or parties as MOH may determine, on such terms as MOH may, in its sole discretion, determine are reasonable based on the circumstances, to further develop and commercialise the Foreground IP.
- 3.9. The Awardee warrants that it has obtained or will in due time obtain all rights, relating to the use of any IP which may be required for the purpose of the Contract without requiring any assistance from MOH. MOH shall not be obliged to enter into any further agreement with the Awardee or any third party in respect of the use of such IP. In this connection, the Awardee shall indemnify MOH against all loss, damage or expense arising in respect of any action or claim for actual or alleged infringement of any IP by the possession, use or reproduction of any IP by the Awardee.

#### **4. CONFIDENTIALITY OF INFORMATION**

- 4.1. MOH may require the Participant receiving confidential information from MOH in relation to or arising from this Care-at-Home Innovation Grant to sign a written non-disclosure agreement setting out the Participant's confidentiality obligations in relation to such confidential information.

- 4.2. MOH accepts no liability or obligation in relation to any confidential information disclosed to MOH by a Participant pursuant to this Care-at-Home Innovation Grant unless otherwise agreed by MOH in a written non-disclosure agreement setting out MOH's confidentiality obligations in relation to such confidential information.

## **5. MOH'S RIGHT TO SEEK RECOVERY**

- 5.1. Nothing herein shall prejudice or limit MOH's right to seek recovery from the Participant for any loss, damage, costs, expenses, or liability incurred by MOH and/or its officers, employees and agents, directly or indirectly arising out of or relating to the submission of the Proposal by the Participant and MOH's retention and use thereof, including but not limited to any claim that the Proposal infringes any third party's IP rights.