



MINISTRY OF HEALTH
SINGAPORE

**GENERAL TERMS AND CONDITIONS FOR THE
NATIONAL INNOVATION CHALLENGE ON ACTIVE AND
CONFIDENT AGEING**

(With effect from 23 January 2017)

**TERMS ON INTELLECTUAL PROPERTY RIGHTS FOR THE NATIONAL INNOVATION
CHALLENGE ON ACTIVE AND CONFIDENT AGEING**

1. Clause 16 of the “Terms & Conditions for the Competitive Grants” attached as Annex A-2 to the Letter of Award shall be deleted and substituted with Clause 2 below.
2. **Intellectual Property Rights**
 - 2.1 Background Intellectual Property (“Background IP”) is any existing IP brought by the Institutions and/or Collaborators into the Research. Unless expressly agreed otherwise, this Research shall have no effect on rights to Background IP.
 - 2.2 All Intellectual Property howsoever arising from the Research (“Research IP”) shall, at the first instance, be the property of the Institutions in such proportions as they may determine. This is without prejudice to any agreement that the Institutions may enter into with the Investigators or Research Personnel on ownership and exploitation of Research IP.
 - 2.3 The Investigators shall use best efforts to identify and disclose to the Institutions details of all such Research IP.
 - 2.4 The Institutions shall keep and maintain a full, comprehensive and updated list of all Research IP, which shall be made available to the Grantor for inspection at any time.
 - 2.5 The Institutions shall use best efforts to ensure that Research IP is properly managed and wherever feasible, fully exploited and commercialised. When required to do so by the Grantor, the Institutions shall attend such meetings as the Grantor may direct to discuss the potential for exploitation and commercialisation of Research IP. If the Grantor determines that any Institution has failed to exploit and commercialise the Research IP to the Grantor’s satisfaction, the Grantor may require the Institution to procure that:
 - a) all rights, interest and title in the Research IP and where necessary, the Background IP, or any part thereof, be assigned; or
 - b) a non-exclusive, partially exclusive or exclusive license in respect of the Research IP and, where necessary, the Background IP, or any part thereof, be granted;to the Grantor, or to such other party or parties as the Grantor may determine, on such terms as the Grantor may, in its sole discretion, determine, which shall be reasonable based on the circumstances, to further develop and commercialise the Research IP.
 - 2.6 The Institutions 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.
 - 2.7 The Grantor and its Affiliates shall be granted, free of any additional charge, a non-exclusive, non-transferable, perpetual, irrevocable, worldwide, royalty-free right and licence to use, modify, reproduce and distribute the Research IP (together with any modifications, improvements and developments thereof) for non-commercial, R&D and/or educational purposes only. This licence shall be granted in respect of Research IP as soon as they are created.

2.8 In the event any Institution is subsequently engaged by:

- a) the Government of the Republic of Singapore;
- b) any current or future Statutory Boards or not-for-profit organisations identified by the Grantor;
- c) any corporation, medical hospital, community hospital, clinic, healthcare institution, healthcare practitioner, or home and/or centre-based care provider (“Organisation”):
 - (i) that is related to the Grantor by reason of the existence of a collaboration or other form of co-operation between the Grantor and the Organisation;
 - (ii) that is related to the Grantor by reason of being the Grantor’s Affiliate;
 - (iii) which has been authorized by the Grantor to use, access or benefit from the Project or the terms of the LOA whether directly or indirectly; or
 - (iv) as may be identified by the Grantor from time to time,

on any project which involves the Institution providing products or services incorporating the Research IP, the Institution shall offer these products or services to the above entities at preferential pricing, i.e. offer a discount on the price which the Institution provides these products and services to any other party.

2.9 For purposes of this Clause, “Affiliates” shall include the Government of the Republic of Singapore, including all its Ministries, departments and Organs of State, and all Statutory Boards. “Affiliates” shall also include MOH Holdings Pte Ltd (MOHH), the Agency for Integrated Care Pte Ltd (AIC) and such other entity as the Grantor may designate in writing.

TERMS AND CONDITIONS OF A COMPETITIVE GRANT

1. Definitions

1.1 In this Contract, unless the contrary intention appears: -

“Acceptance Form” means the Acceptance Form accompanying the Letter of Award which is to be completed by the Institutions and Investigators;

“Application” means the application for the Funding submitted to Grantor by the Host Institution for and on behalf of the Institutions collectively and given the grant number specified in the Letter of Award;

“Approved Proposal” means the Application to undertake the Research described therein as approved by Grantor (together with all modifications, amendments and revisions required by Grantor);

“Approved Third Parties” means the Grantor, any publicly funded research institute, research centre, university, polytechnic or other institute of higher learning based in Singapore;

“Assets” means all equipment, computer software, goods, products, databases, accessories, hardware and any other asset purchased or acquired using the Funds but does not include Research IP or consumables;

“Background IP” or “BIP” has the meaning set out in Clause 16.1.

“Collaborator” means any company, institution, incorporated body or other industry or academic collaborator, which is not an Institution or an Investigator but is to be engaged in the Research in collaboration with the Institutions or any of them;

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

“Co-Investigator” means any person named in the Letter of Award as a “Co-Investigator” for the Research;

“Contract” means collectively these Terms and Conditions of A Competitive Grant, the Letter of Award, Application, Approved Proposal, Guidelines and Policies (which shall be communicated to the Institutions as applicable);

“Deliverables” means the tangible outcomes of the Research to be achieved by the Institutions and Investigators as specified in the Letter of Award;

“Final Progress Report” means the report described in Clause 12.7;

“Final Statement of Account” has the meaning set out in Clause 10;

“Funding” or “Funds” means the amount or amounts payable under this Contract for each project as specified in the Letter of Award;

“Grantor” means the Government of the Republic of Singapore, represented by the Ministry of Health providing the Funding as set out in the Letter of Award;

“Guidelines” means the applicable guidelines for application for grants from the Grantor and includes all instructions to applicants (if any) and all application forms which are in use from time to time;

“Host Institution” means the body or institution or administering organisation named in the Letter of Award as the “Host Institution” as the body responsible for undertaking and managing the Research;

“Institutions” means collectively the Host Institution and the Partner Institutions and “Institution” shall mean any one of them;

“Intellectual Property (IP)” means all copyright, rights in relation to inventions (including patent rights and unpatented technologies), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know-how), mask-works and integrated circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

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

“IRB” means institutional review board;

“Lead Principal Investigator” means any person named in the Letter of Award as a Lead Principal Investigator for the Research;

“Letter of Award” means the letter issued by Grantor preceding these Terms and Conditions of A Competitive Grant under which the grant of the Funds is made to the Institutions;

“Materials” means documents, anonymised patient samples (including tissue and sera), compilation of x-ray results, information and data stored by any means but excluding confidential patient data collated or acquired for the purposes of the Research;

“Milestones” means the agreed milestones that the Institutions and Investigators shall achieve as specified in the Letter of Award;

“Office of Research” means the office established by the Host Institution in accordance with Clause 4.2;

“Partner Institutions” means the bodies or institutions named in the Letter of Award as the “Partner Institutions” as the bodies responsible for working together with the Host Institution to undertake the Research;

“Policies” means any policy, instruction, standard operating procedure, regulation or rule issued by Grantor by itself or on behalf of or together with any Co-Funder in relation to the Funding provided under this Contract;

“Quarterly Requisition” means the requisition sent to the Grantor as described in Clause 8.1a.

“Research” means the project approved by Grantor as described in the Approved Proposal subject to any modifications or amendments thereto made in accordance with Clause 13;

“Research IP” has the meaning set out in Clause 16.2;

“Research Personnel” means the Lead Principal Investigator, Team Principal Investigators, Co-Investigators and all other employees, consultants and agents of the Institutions who will be engaged in and/ or perform the Research;

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

“Team Principal Investigator” means any person named in the Letter of Award as a Team Principal Investigator for the Research;

“Term” means the term of this Contract as specified in the Letter of Award;

“Yearly Audit Report” means the report described in Clause 12.2;

“Yearly Progress Report” means the report described in Clause 12.5.

2. Funding

2.1 The Funding will be provided during the Term in accordance with the provisions of this Contract. The Institutions shall use the Funding in accordance with this Contract.

2.2 The Institutions shall use the Funds for the Research only and not for any other purpose.

2.3 Each Investigator shall use his/her best endeavours to faithfully and diligently carry out or cause to be carried out all necessary research and development work and to devote all necessary time, resources and support to ensure the successful conduct, implementation and completion of the Research in accordance with this Contract and consistent with internationally recognised good research practices and ethical standards. Each Institution shall ensure that the Research Personnel within their employ undertake and properly discharge the foregoing obligations.

2.4 Other than expressly allowed under the Contract, the Funds or any part thereof shall not be channelled to fund research and development activities overseas.

2.5 The Institutions shall not solicit or receive any funds or such other means of support for carrying out the Research from any other person, company, body, organisation, institution or agency (governmental or non-governmental) without Grantor’s prior written consent, such consent not to be unreasonably withheld.

3. Accuracy of Information

The Institutions warrant that the information contained in the Application, all reports referred to in this Contract and any other information submitted to Grantor relating to the Research or the Funding are complete, accurate and not misleading. Without limiting the generality of the foregoing, the following are examples of incomplete, inaccurate and/or misleading information:

- (a) false or improper reports of financial accounts;
- (b) improper claims;
- (c) false or improper documents;
- (d) fictitious track records;

- (e) inflated reports of funds obtained from other sources for the Research;
- (f) omission of information on other funding sources for the Research;
- (g) false or inaccurate claims that proper approvals (including IRB approvals) have been obtained;
- (h) false or inaccurate reports on the progress of the Research and achievement of Milestones and Deliverables;
- (i) false or inaccurate reports on the status of collaborations with third parties relating to the Research; and
- (j) 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 Funding

- 4.1 The Institutions shall ensure that the Research is carried out with due care, diligence and skill and that the Funds are used in accordance with this Contract.
- 4.2 The Host Institution shall be responsible for administering and co-ordinating all matters relating to the Research, use of the Funds, communications with Grantor, and reporting requirements for and on behalf of all the Institutions. For this purpose, the Host Institution shall be represented by its chief executive officer or equivalent office holder and establish an Office of Research to facilitate such responsibilities. Where its chief executive officer is also the Lead Principal Investigator, the Host Institution shall appoint another person from the governing body to which the chief executive officer reports to represent the Host Institution. Notwithstanding the foregoing, Grantor reserves the right to communicate directly with any Institution or Investigator on matters relating to this Contract.
- 4.3 The Host Institution shall be responsible for: -
 - (a) ensuring that all Institutions and Research Personnel are aware of their respective responsibilities and that they comply with the terms and conditions of this Contract;
 - (b) providing and/or procuring the basic facilities needed to carry out the Research as detailed in the Approved Proposal;
 - (c) ensuring that the Investigators 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;
 - (d) monitoring the scientific progress of the Research towards achievement of the Milestones and Deliverables and reporting to Grantor any deviations or anticipated problems which may materially affect the Research;
 - (e) ensuring, where applicable, that 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;
 - (f) ensuring, where applicable, that the Institutions put in place proper procedures and guidelines to ensure regular and effective monitoring of the Research by the IRB or ethics committee;

- (g) ensuring, where applicable, that all ethics approvals for the conduct of studies using animals are granted including approvals of the relevant institutional animal care and use committee or such other body appointed to deal with ethical issues relating to the care and use of animals in research;
 - (h) ensuring, where applicable, that all necessary regulatory licences or approvals for the Research have been granted prior to the commencement of any work under the Research;
 - (i) ensuring, where applicable, that any clinical trials (as defined under the Medicines Act) 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;
 - (j) ensuring 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;
 - (k) ensuring that all Research Personnel involved in animal research and in the breeding, housing and care of animals, are properly trained and supervised;
 - (l) ensuring that Grantor is immediately notified in writing of any development that will adversely affect the progress of the Research;
 - (m) ensuring that Grantor is immediately notified in writing upon cessation by any Investigator of active involvement in the Research or long leave of absence (e.g. sabbatical); and
 - (n) ensuring that Grantor is immediately notified in writing if any work carried out using the Funding diverges materially from the Approved Proposal.
- 4.4 Each Institution shall be responsible for ensuring that its clinician investigators working under the Research (if any) are aware that they are individually responsible for maintaining appropriate professional indemnity insurance coverage. For the avoidance of doubt, Grantor will not be responsible for the costs of such cover.
- 4.5 Each Institution must have in place adequate systems for ensuring the integrity of research carried out by its staff so that scientific misconduct (e.g. plagiarism, falsification of data, improper selection of data) and unethical behaviour can be prevented. Each Institution shall implement effective mechanisms for identifying scientific misconduct and/ or unethical behaviour and have in place clearly publicised and agreed procedures for investigating allegations of such scientific misconduct and/ or unethical behaviour. The Institutions shall report to Grantor all incidents or allegations of such scientific misconduct or unethical behaviour at the earliest opportunity.
- 4.6 Without prejudice to the Host Institution's obligations under this Contract, the Institutions and Investigators shall do all things necessary to enable compliance by the Host Institution of its obligations under this Contract.
- 4.7 The Host Institution shall manage the use of the Funding for indirect cost in accordance with the Guidelines. Investigators should refer to their Host Institution for their policy of managing such use. The Grantor does not directly manage indirect cost funding.

5. Commencement of Research

The Lead Principal Investigator shall inform Grantor if scientific work on the Research is unable to commence within three (3) months from the beginning of the Term.

6. Research Personnel

- 6.1 The Institutions shall ensure that the Research Personnel conduct the Research with due care, diligence and skill and comply with this Contract.
- 6.2 The Host Institution shall ensure each Institution and Investigator submit the Acceptance Form together with all other required documents to Grantor (either electronically or in hardcopy) within the time stipulated.
- 6.3 If any Investigator is unable to continue the Research, the Institution engaging such Investigator shall, subject to the written approval of Grantor, appoint a successor within a reasonable time. In seeking approval, the Institution must satisfy Grantor that the proposed successor has the requisite qualifications and skills to continue the Research. In the event that the Institution is unable to appoint a successor acceptable to Grantor within a reasonable time, Grantor shall have the right to terminate the Funding and/or the Contract.

7. Milestones and Deliverables

The Institutions and the Investigators shall use their best efforts to achieve the Milestones and Deliverables.

8. Disbursement of Funds

- 8.1 Disbursement of the Funds shall be made in accordance with the following provisions:
 -
 - (a) Each Institution shall submit requisitions for direct and/or indirect costs for which the Funding is permitted to be used to Grantor for approval on a quarterly basis ("Quarterly Requisition").
 - (b) Each Institution shall include, with its Quarterly Requisition, detailed schedules of expenditure incurred for the previous quarter which are certified correct by its chief financial officer (or an authorised nominee).
 - (c) Grantor will disburse the approved Quarterly Requisition amounts to the Host Institution. Partner Institutions shall issue a requisition to the Host Institution, and the Host Institution shall be responsible for collation of the requisitions and disbursement of funds to the Partner Institutions.
 - (d) Disbursement of the Funding shall be subject to the due performance of and compliance with this Contract by Institutions including, but not limited to, the securing of the relevant ethics approvals (eg. IRB) for the Research. The Institutions shall furnish satisfactory documentary evidence to Grantor that aforementioned requirement has been met.

9. Accounts, Audits and Monitoring

- 9.1 Each Institution shall keep and maintain full and detailed records and accounts relating to the Funding and the Research, including all items of expenditure incurred for or in connection with the Research.
- 9.2 The Host Institution shall be wholly responsible for monitoring the expenditure of the Funding by the Institutions, ensuring that the Funding is utilized in accordance with this Contract and certifying in the Yearly Progress Report the amount of Funding actually utilised and that the progress of the Research is satisfactory. In the event that the Funding is not utilised in accordance with this Contract, the Host Institution shall immediately inform the Grantor and provide full details of the same, and take all action necessary to minimize further use of the Funding and inform Grantor of the action taken.
- 9.3 Grantor may conduct ad hoc on-site reviews and audits to ensure that the terms of this Contract are complied with by the Institutions and that the reports submitted to Grantor are an accurate statement of compliance by the respective Institutions. In such event, Clause 11 shall apply.

10. Return of Unused Funds and Final Statement of Account

Each Institution shall submit a final statement of account ("Final Statement of Account") to Grantor within six (6) months of the completion or termination of the Research, or termination of this Contract, or the end of the Term, whichever is the earliest, failing which Grantor may refuse to make further disbursements of the Funding and/ or disallow further claims from such Institution.

11. Access to Premises and Records

- 11.1 Pursuant to Clause 9.3, the Institutions shall, at all reasonable times during the Term and for seven (7) years after the expiration or termination of this Contract, grant Grantor and its authorized representatives: -
- (a) unhindered access to: -
- (i) the Research Personnel;
 - (ii) premises occupied by the Institutions;
 - (iii) the Assets and Materials;
 - (iv) all accounts, records and documents in relation to the Research and Funding and its administration; and
- (b) reasonable assistance to:
- (i) inspect the performance of the Research;
 - (ii) locate and inspect any accounts, records and documents in relation to the Research and Funding and its administration;
 - (iii) locate and inspect the Assets and Material;

- (iv) make copies of any accounts, records and documents in relation to the Research and Funding and its administration and remove those copies; and
- (v) make copies of Materials (where applicable) and remove those copies.

11.2 The access rights in Clause 11.1 are subject to: -

- (a) the provision of reasonable prior notice by Grantor; and
- (b) the applicable Institution's reasonable security procedures.

11.3 In the event that Grantor 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 this Contract, Clause 11.2 (a) will not apply.

11.4 Upon receipt of reasonable written notice from Grantor, the Institutions and Investigators shall provide any information relating to the Research required by Grantor for monitoring and evaluation purposes.

12. Reporting Requirements

12.1 The Grantee shall submit the reports and statements set out in this Clause 12 in accordance with the format required by Grantor. Notwithstanding Clauses 12.2 to 12.8, the Grantor may vary the reporting requirements of the Institutions in the Letter of Award. This includes but is not limited to requiring the Institutions to provide reports and statements within different deadlines or at more regular intervals. The provisions of this Clause 12 shall apply mutatis mutandis to such reporting requirements.

12.2 Time is of the essence with respect to the obligations set out in this Clause 12. In the event that an Institution fails to fulfil any requirement set out in this Clause 12 within the stipulated timeline or to demonstrate satisfactory progress in the Research, Grantor may discontinue further disbursements of the Funding.

Yearly Audit Report

12.3 Each Institution shall submit, on an annual basis no later than 30 September of each year, an audit report ("Yearly Audit Report") containing all relevant financial information on the Research for the preceding year ending 31 March, including but not limited to its use of Funds disbursed by Grantor.

12.4 The Yearly Audit Report must be prepared by each Institution's internal or external auditors and certified as correct by its director of research and chief financial officer (or their authorised nominees). In particular, each Institution shall confirm and state in the Yearly Audit Report that such Institution's requisitions for the Funding are made in accordance with the terms of this Contract.

Yearly Progress Report

12.5 The Host Institution shall submit to Grantor, on a Financial Year ("FY") basis, progress reports prepared by the Investigators in respect of the scientific progress and results of Research ("Yearly Progress Reports"). Yearly Progress Reports shall be submitted on or before 31 May (2 months from the end of the FY) or on such earlier date as reasonably required by Grantor. The requirement to submit a Yearly Progress Report is waived if the Term starts less than three (3) months from the end of the FY.

- 12.6 Grantor will review the Yearly Progress Report against the objectives of the Research as stated in this Contract. The Host Institution will be contacted for further information if the Yearly Progress Report is deemed inadequate or unsatisfactory.

Final Progress Report

- 12.7 The Host Institution shall submit to Grantor a final progress report ("Final Progress Report") within three (3) months from the end of the Term. The Final Progress Report shall contain, among other things, a complete list of the Assets. Grantor will review the outcomes against the objective(s) of the Research as stated in this Contract.
- 12.8 If the Host Institution fails to submit the Final Progress Report in accordance with Clause 12.7, the Investigators will not be eligible to submit new grant applications for a minimum of one (1) year from the Final Progress Report submission deadline. The period of ineligibility will continue until the Final Progress Report is submitted to Grantor.

13. Changes in Research

No material amendments, alterations or changes shall be made to the Research without Grantor's prior written approval. Save as aforesaid, the Host Institution shall notify Grantor in writing of all other amendments, alterations or changes made to the Research as soon as possible. For the purposes of this Clause, "material amendments, alterations or changes" shall mean those amendments, alterations or changes that have a material effect on the scope, nature, direction or purpose of the Research.

14. Insurance

Each Institution shall effect and maintain adequate insurance policies to cover any liability arising from its participation in the Research including, but not limited to, those required under any applicable legislation. If requested, an Institution shall provide Grantor with a copy of such insurance policies.

15. Publications of Results and Findings

- 15.1 Subject to the provisions of this Clause 15, the Institutions may publish, at any symposia, national, international or regional professional meeting or in any journal, thesis, dissertation, newspaper or otherwise of its own choosing, the findings, methods and results derived from the Research.
- 15.2 The Institutions shall ensure that all publications arising from the Research is made publicly available no later than twelve (12) months after the official date of publication. A copy of the publication shall be deposited in the Institution's open access repository (or any other institutional/subject open access repository), in accordance to the Institution's open access policy.
- 15.3 All publications shall acknowledge the funding support provided by Grantor and, where appropriate, the scientific and other contributions of the other Institutions and Research Personnel in accordance with established norms.

16. Intellectual Property Rights

- 16.1 Background Intellectual Property ("BIP") is any existing IP brought by the Institutions and/or Collaborators into the Research. Unless expressly agreed otherwise, this Research shall have no effect on BIP.

- 16.2 All Intellectual Property howsoever arising from the Research (“Research IP”) shall, at the first instance, be the property of the Institutions in such proportions as they may determine. This is without prejudice to any agreement that the Institutions may enter into with the Investigators or Research Personnel on ownership and exploitation of Research IP.
- 16.3 The Investigators shall use best efforts to identify and disclose to the Institutions details of all such Research IP.
- 16.4 The Institutions shall keep and maintain a full, comprehensive and updated list of all Research IP, which shall be made available to Grantor for inspection at any time.
- 16.5 The Institutions shall use best efforts to ensure that Research IP is properly managed and wherever feasible, fully exploited and commercialised. When required to do so by Grantor, the Institutions shall attend such meetings as Grantor may direct to discuss the potential for exploitation and commercialisation of Research IP.
- 16.6 The Institutions 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.
- 16.7 The Government and public sector agencies shall reserve a non-exclusive, non-transferable, perpetual, irrevocable, worldwide, royalty-free right and licence to use, modify, reproduce and distribute the Research IP for non-commercial, R&D and/or educational purposes only.

17. Third Party Collaborations

- 17.1 The Institutions may undertake work on the Research in collaboration with a Collaborator subject to this Clause 17. Notwithstanding Clause 2.5, the Institutions may also receive funds or any other means of support from a Collaborator for carrying out the research in accordance with this Clause 17.
- 17.2 The applicable Institutions shall, prior to commencing their collaboration with a Collaborator, enter into a written agreement with such Collaborator which is consistent with the obligations assumed under this Contract setting out, among other things: -
- (a) the role of the Collaborator in the Research;
 - (b) the provision of cash or in-kind contributions by the Collaborator for the Research; and
 - (c) the work to be undertaken by the Collaborator and its scientific contributions.
- 17.3 All agreements with Collaborators must conform with the Collaboration Guidelines specified in the Annex A-3. For the avoidance of doubt, Collaborators are not entitled to receive (directly or indirectly) any or any part of the Funds. The Host Institution shall keep Grantor informed of the progress on the work under the collaboration through the Yearly Progress Reports and the Final Progress Report.
- 17.4 The Host Institution shall be responsible for providing Grantor with copies of the relevant collaboration agreement between the Collaborator and the applicable Institutions including all amendments, modifications or revisions thereto.

17.5 The Institutions shall promptly inform Grantor if any aspect of the Research is the product of or otherwise relates to results obtained from a previous collaboration and the terms and conditions of any encumbrances on the relevant Research IP which may adversely affect Grantor's rights under Clause 16.

18. Ownership and Use of Assets

18.1 Subject to this Clause 18, title and ownership of the Assets and Materials will vest in the Institutions in such manner as to be determined amongst themselves. Save as provided in Clauses 18.2, 18.3 and 18.4, the Assets and Materials shall be used only for the Research. All Assets and Materials shall be physically located in Singapore and maintained within the control of the applicable Institutions during the Term.

18.2 The Institutions shall permit Approved Third Parties to access and use the Assets at no charge upon prior appointment provided that: (i) such access and use shall be subject to the availability of the Assets and there are no third party licensing terms restricting such use; and (ii) the Institutions shall be entitled to impose charges for the supply of materials, other services and utilities charges connected with the use of the Assets by the Approved Third Parties.

18.3 The Institutions may allow its employees to use the Assets for purposes other than the Research provided always that such use shall: (i) be restricted to research and development work within the Institutions; (ii) be allowed only during the times when the Assets are not being used for the Research; and (iii) not impede the Institutions from meeting its obligations and undertakings under this Contract.

18.4 Upon the expiry or termination of this Contract or end of the Research and for a period of three (3) years thereon, Grantor may require the Institutions to grant access for the use of any of the Assets and Materials by Grantor or any party identified by Grantor at no charge to the Grantor.

19. Completion/Extension

19.1 Unless earlier terminated in accordance with this Contract or if Grantor agrees in writing to an extension of time, this Contract shall end upon the expiry of the Term. Unless otherwise specifically provided in the Letter of Award, any application for extension of time shall be made to Grantor no later than six (6) months before the end of the Term unless there is compelling justification for submission of a late application for extension.

20. Termination

20.1 Grantor may terminate the Funding or this Contract upon the occurrence of any of the following events: -

- (a) any breach of the terms and conditions of this Contract by any Institution or any Research Personnel which is incapable of remedy;
- (b) failure to remedy any breach of the terms and conditions of this Contract (where such breach is capable of remedy) by any Institution or any Research Personnel within ninety (90) days of written notification of such breach by Grantor;
- (c) breach of ethics by any Institution or Research Personnel in the conduct of the Research including, but not limited to, ethical rules on patient safety;

- (d) work carried out by the Institutions using the Funding diverges materially from the Approved Proposal;
- (e) misconduct relating to the Research;
- (f) any corruption and/or fraud by the Institution and/ or Research Personnel and/ or other staff relating to the Research or Funding;
- (g) stoppage of work on the Research;
- (h) cessation of any Investigator's active involvement in the Research;
- (i) appointment of receiver over any of the property or assets of any Institution;
- (j) taking possession by encumbrancer of any of the property or assets of any Institution;
- (k) entry into any voluntary arrangement by any Institution with its creditors;
- (l) liquidation of any Institution;
- (m) ceasing or threatening to cease to carry on business by any Institution; or
- (n) Grantor is of the opinion that the continued performance of the Research is not or no longer viable.

The Host Institution shall immediately inform the Grantor upon its becoming aware of the occurrence of any of the above events.

- 20.2 In the event that this Contract is suspended or terminated pursuant to Clause 20.5, the Grantor shall meet any further amounts incurred under the Funding for work done under the Research up to the date of suspension or termination. Clause 8 shall apply mutatis mutandis to such claims.
- 20.3 In the event that this Contract is terminated pursuant to Clause 20.1, Grantor may, but shall not be obliged to, meet any further amounts incurred under the Funding for work done under the Research up to the date of suspension or termination. The provisions of Clause 8 shall apply mutatis mutandis to such claims. Notwithstanding anything to the contrary, in the event of termination pursuant to Clauses 20.1(c), (e), or (f), the Institutions agree that Grantor may require the Institutions to return all or some of the Funds previously disbursed by Grantor.
- 20.4 Upon termination of this Contract, the Institutions shall take all necessary actions to minimise further expenditure on the Research;
- 20.5 If any Institution is unable to comply with any term or condition of this Contract by reason of a Force Majeure event beyond the reasonable control of such Institution, all Institutions' obligations hereunder shall be suspended during the time and to the extent that the first Institution is prevented from complying therewith by the Force Majeure event provided that the Host Institution shall have first given written notice to Grantor specifying the nature and details of such event and the probable extent of the suspension. The affected 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. Grantor may forthwith terminate the

award by written notice to the Host 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 or any other catastrophic event in Singapore caused by the forces of nature.

- 20.6 Clauses 3, 9, 10, 12, 14, 15, 16, 18, 20, 21 and 22 shall survive expiration or termination of this Contract howsoever caused. Clause 11 shall survive expiration or termination of this Contract howsoever caused for a period of seven (7) years.

21. Disclaimer of Liability

- 21.1 Grantor shall not be liable to the Institutions or any Research Personnel involved in the Research or any other person whatsoever by reason of or arising from the terms and conditions of this Contract or its approval of the Research or the provision of the Funding or the conduct of the Research by, or any breach, act or default of, the Institutions and Research Personnel. Each Institution shall assume all responsibility and liability for: -

- (a) all claims, losses, demands, actions, suits, proceedings, costs, or expenses whatsoever arising, suffered or incurred directly, from or out of any breach, act or default of such Institutions and/or its Research Personnel; and
- (b) all claims, losses, demands, actions, suits, proceedings, costs, or expenses whatsoever arising out of or in connection with any claim that the intellectual property rights of third party have been infringed as a result of the carrying out of the Research by such Institution and/or its Research Personnel.

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

22. Compliance with Law

The Institutions and Research Personnel shall, in performing this Contract, comply 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.

23. General

- 23.1 The grant of the Funding and this Contract is personal to each Institution. The Institutions shall not assign or otherwise transfer any of their rights or obligations hereunder whether in whole or in part without the prior written consent of Grantor.
- 23.2 No partnership or joint venture or other relationship between Grantor and the Institutions shall be constituted as a result of this Contract.
- 23.3 Any notice given hereunder shall be in writing and shall be deemed to have been duly given when it has been delivered personally at or posted to the address of the party to which it is required or permitted to be given 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.

- 23.4 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.
- 23.5 Singapore law shall govern this Contract in all respects.
- 23.6 The Institutions, Investigators and all Research Personnel shall be bound by and will conform with all Guidelines and Policies relating to the Funding and the Research as may be in force from time to time. The terms and conditions of all Guidelines and Policies are hereby expressly incorporated into this Contract by reference. The terms of the Guidelines and Policies are subject to revision from time to time at the absolute discretion of Grantor and it is the duty of each Institution and Investigator to be updated on the terms thereof following the Grantor's communication of such revisions to the Institutions.
- 23.7 Grantor shall be entitled to disclose or otherwise make available to any Co-Funder any information, reports or other subject matter pertaining to the Research that it receives from the Institutions or any Research Personnel.

24. Entire Agreement and Variation

- 24.1 This Contract 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 this Contract.
- 24.2 Save where expressly superseded, if any part of this Contract conflicts with any other part, that part higher in the following list shall take precedence: -
- (a) the terms and conditions contained in the clauses of these Terms and Conditions of A Competitive Grant;
 - (b) the Annex(es);
 - (c) the Letter of Award;
 - (d) Approved Proposal;
 - (e) Application;
 - (f) Guidelines; and
 - (g) Policies.

25. Third Party Contracts (Rights of Third Parties) Act (Cap 53B)

Save as expressly stipulated by Grantor in this Contract or in any Policy issued hereunder, the parties hereto do not intend that any term of this Contract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act (Cap 53B) or otherwise, by any person who is not party to this Contract.

COLLABORATION GUIDELINES

Each Institution shall abide by the following guidelines when engaging in collaborations with any Collaborator pertaining to the Research.

1. The Institutions may engage in research collaborations involving any part or the whole of the Research with local or overseas Collaborators. Such collaborations, particularly with local Collaborators, are encouraged if the same enhance the Research and the results of the same.
2. The work in connection with the Research performed pursuant to the collaboration with the Collaborators should, to the extent possible, be carried out in Singapore. The Institutions are not permitted to contract out the whole or a substantial part of the Research to Collaborators.
3. Where possible, the Collaborators' staff should be resident in Singapore, or be re-located to Singapore to undertake the research, although it is recognized that this may not always be possible in the case of Collaborators based overseas. In particular, it is understood that where the Research (and consequently, the Funding) relate to a joint grant call with an overseas funding agency or organization, the Collaborators will be based overseas and the Collaborators' scope of work under the Research will be undertaken overseas.
4. The Collaborators are not permitted to receive, directly or indirectly, any part of the Funding, whether in cash or in the form of Assets acquired using the Funding or otherwise. All Assets acquired using the Funding must be located in Singapore and maintained within the control of the Institutions.
5. Collaborators accessing and using Assets acquired using the Funding may only do so pursuant to the terms of the research collaboration agreement that is put in place to govern the collaboration and must do so on terms which are not more favourable than that allowed to any other Singapore based organization (other than the Institutions).
6. The Institutions shall negotiate and agree upon ownership, intellectual property protection, commercialization and revenue sharing rights in respect of the Intellectual Property arising from the Research undertaken in collaboration with the Collaborators in accordance with internationally accepted standards and in the best interests of the Institutions and Singapore. All such rights shall be negotiated, agreed upon and stipulated in a formal research collaboration agreement with each Collaborator, which shall be consistent with each Institution's obligations under this Contract.
7. Minimally, the Institutions shall ensure that the Research IP shall be owned according to inventorship¹ and that all revenues and other consideration derived from the use and commercial exploitation of the Research IP shall be shared between the Institutions and

¹ If the Institutions' staff, students, employees or sub-contractors are the sole inventors/creators of the Intellectual Property, then such Institutions shall own all of such Intellectual Property. If the Intellectual Property is jointly invented/created with the Collaborator's staff, students, employees or sub-contractors then such Intellectual Property may be jointly owned by the Institution concerned and the Collaborator as joint tenants.

the Collaborators in accordance with the overall contributions² of the Institutions and the Collaborators. The Institutions shall not cede complete ownership of the Research IP to the Collaborator where the Collaborator or its staff has no inventive contributions without the prior written consent of Grantor- that is to say, in no event shall the Institutions or any one of them give up ownership where the Institutions' staff, employees, students, agents or contractors are inventors or creators of the Research IP in question.

8. The Institutions shall keep Grantor informed of its negotiations with the Collaborators and the terms of the agreement and details of the same in a timely fashion.
 9. The Institutions must at all times reserve the right to use the Research IP for their own research and development purposes and to make the same available to the local research community at least for non-commercial research and development purposes.
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² Contributions shall include inventive contributions, financial contributions as well as in-kind contributions, such as access to and use of background IP, equipment, plant and machinery, facilities, materials and other assets.

GUIDELINES FOR THE MANAGEMENT OF COMPETITIVE R&D GRANTS UNDER THE NATIONAL INNOVATION CHALLENGE FOR ACTIVE AND CONFIDENT AGEING

Matters to resolve before proceeding with Research

Approvals from Ethics Committees

1. A copy of the necessary approval from the relevant board and committees must be sent to Grantor. Failure to do so will delay the disbursement of funds.

Research Collaboration Agreements

2. The Investigators are responsible for putting in place research collaboration agreements where and when applicable.

Disbursement of funds

3. A list of non-fundable direct cost items is provided in Schedule 1. Only items specified in the approved budget will be funded. Additional guidelines on related financial regulations can be referred in the Schedule 2.
4. All expenditure should be incurred (based on invoice date) before the end of the Term.
5. In general, prudence should be exercised for all project costs.

EOM

6. Funding of research staff under the grant must comply with prevailing and consistently applied human resource guidelines of the employing Host/Partner Institution(s), regardless of the source of funds.
7. For manpower-related fund requisitions, update of all staff employed under the project must be provided, including those whose employment has ended.
8. All hiring Institutions (Host or Partner) and the hiring supervisor PI/Co-Is/PM shall employ or otherwise engage Research Assistants/ Research Technicians or staff of equivalent qualifications who are Singapore citizens and/or Singapore Permanent Residents to be deployed in the work under the Research. For the purposes of this Clause 8, the term "Research Assistants" or "Research Technicians" or staff of equivalent qualifications shall mean research technicians, or staff of equivalent qualifications who participate in the Research by performing mainly technical tasks as well as providing support functions distinct from the work carried out by the Investigators. Whilst Research Assistants/ Research Technicians may provide intellectual input to the Research, they are not required to be directly involved in the management of the Research or for providing leadership in the conception and creation of new knowledge, products, processes, methods and systems under the Research. At the point of entry, Research Assistants/ Research Technicians will typically not be required to possess PhD qualifications. For clarification, "Research Assistants" will not include nurses and other hospital workers whom may assist in the Research.

9. In the event the PI is unable to comply with Clause 8 above, the PI must seek prior approval of the Grantor with proper justification and can only employ staff of other nationality if the request is supported.
10. For Research Fellows, the Institutions shall use reasonable efforts to employ or otherwise engage Singapore citizens or Singapore permanent residents unless the required expertise is not available or the skill of any foreign person is necessary for the performance of the Research.

Equipment and Other Operating Expenses (OOE)

11. Only items specified and approved in the Letter of Award will be funded by Grantor.
12. All items claimed must comply with the Institution's internal procurement processes, guidelines and policies.
13. Grantor's approval must be sought prior to purchasing new equipment/OOE items that is not in the approved budget.
14. Grantor reserves the right to reject variation requests made retrospectively for equipment/OOE not listed in the Letter of Award.

Overseas Travel Related Expenses

15. It is the responsibility of the Lead PI/Co-Is to ensure that all travel expenses are in line with the Institutions' consistently applied policy on travel, regardless of the source of funds. The Host Institution and Partner Institutions are to ensure that any travel undertaken is in relation to the grant only and for no other purpose.

Indirect Costs

16. Indirect costs in research are those costs that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, but contribute to the ability of the Institutions to support research projects and programmes (e.g providing research space and administering the activities, and not through the actual performance of the activities under the sponsored projects).
17. The Grantor does not directly manage indirect cost funding. PIs should refer to their Host Institutions for their policy of managing indirect cost funding.

Performance Bonus

18. Claims for staff performance bonus should be submitted within 6 months following the end of the Term. For Host Institutions that practise accrual of performance bonus according to its finance policy, balance funds should either be returned or claimed within 6 months if the pay-out comes after the end of the Term.

Requests for variations to the awarded grant

19. Grantor reserves the right to reject any claims that have resulted from project changes without prior approval from Grantor (in specific circumstances as stated in these guidelines).

20. Request for any variation (except for Grant Extension) should be made before the last 3 months of the original end of the Term. Retrospective variation requests will not be allowed, unless there is compelling justification for submission of a late variation request.

Virement between Votes

21. Grantor delegates the approval authority for the virement of funds between votes to the Host Institution, subject to a cumulative amount not exceeding 10% of the original total project direct cost value. For virements cumulatively above 10%, the approval authority remains as the Grantor.
22. Any virement into the EOM and Research Scholarship votes would require Grantor's approval, even if the cumulative amount is below 10% of the original total project value.
23. Inter-institutional virements, where applicable, require the Grantor's approval and acknowledgement from the director of research (or equivalent) for all Institutions involved.
24. Virement of funds into the Overseas Travel sub-vote is not allowed. Overspending will not be reimbursed.
25. Variation from Research Scholarship vote to other budget category is not allowed, regardless of the variation amount.

EOM

26. Grantor delegates the approval authority for manpower changes (i.e. increase/decrease in headcount, change in designation or scheme of projected hires, change in time commitment to the grant) to the Host Institution. Any virement into the EOM vote will require Grantor's approval. Updates should be provided when the fund requisition form is submitted to the Grantor.

Grant Extension

27. Request for grant extension should be made before the last 6 months of the original end of the Term. The PI must ensure sufficient funds in each vote to support the extension request. Any variation requests necessary to meet the extension period must be made known as part of the extension request.
28. A one-off project extension should not be more than a total of 6 months. An extension beyond 6 months will require compelling justification. No additional funds should be given for any extensions.

Change in Lead PI/Co-Is

29. Request for a change in the Lead PI/Team PIs/Co-Is must be made to Grantor and be endorsed by the grant administrative office of the existing and new Host Institutions (if applicable). The new Lead PI/Team PIs/Co-Is must be an expert in that area and possess the necessary expertise to continue with the research work.

Audit and Progress Reports

Yearly Audit Report

30. The Host Institution is required to submit a Yearly Audit Report of the preceding financial year ending 31 March, by 30 Sept of each year.
31. The Yearly Audit Report must be prepared by each Institution's internal or external auditors and certified by the director of research (or an authorised nominee).
32. The Yearly Audit Report should confirm that the Host Institution's requisitions are made in accordance with the Terms and Conditions of a Competitive Grant, and Guidelines.

Yearly Progress Report

33. The Host Institution is required to submit a Yearly Progress Report within 2 months from the end of the Financial Year (by 31 May). The requirement to submit a Yearly Progress Report is waived if the project start date is less than 3 months from the end of the FY.
34. These reports may be reviewed by an appointed review panel to assess the progress of the project. Investigators may also be invited to make a presentation of their research findings/progress to the Grantor's appointed review panel. Investigators may be required to give additional information about the progress of any grant if the information submitted is deemed to be inadequate.

Final Progress Report

35. The Host Institution is required to submit a Final Progress Report within 3 months following the end of the Term. Investigators may be required to make a presentation on the completed project to the Grantor's appointed review panel to ensure that the project has been completed satisfactorily.

Final Statement of Account

36. The Host Institution is required to submit a Final Statement of Account within 6 months following the end of the Term.

Debarring of Investigators

37. Investigators who fail to submit the Final Progress Report and/or Final Statement of Account within the stipulated timelines at paragraphs 34 and 35 will be debarred. Debarred Investigators will not be eligible to submit new grant applications for a minimum of 1 year starting from the end of the respective deadlines. The period of ineligibility will continue until the Final Progress Report and/or Final Statement of Account are submitted to Grantor.

NON-FUNDABLE DIRECT COSTS³

1. EOM Related Expenses

Type of Expenses	Description
General Policy	<p>EOM costs and related benefits (as per employment contract) can be supported as long as it is in line with the Host Institution’s prevailing human resource policies, which should be consistently applied regardless of the source of funding.</p> <p>This will extend to Host Institution policies that govern staff recruitment and related costs (e.g. costs associated with the onboarding of staff, staff insurance, overtime claims, staff relocation, employment benefits, employment levy, employment pass, pre-examination medical check-up and housing allowance.)</p> <p>All manpower related costs that fall under Other Operating Expenses (OOE) should be accurately reflected in the budget.</p> <p>Fractional charging for staff costs based on time commitment to the project must be practised.</p>
Principal Investigators / Co-Investigators / programme managers’ EOM cost	Not allowed.
Unconsumed leave	Provision for unconsumed leave is not allowed.
Staff Benefits	Not allowed unless costs are incurred under the Host Institution’s prevailing human resource policies, which should be consistently applied regardless of the source of funding.
Staff Insurance	Not allowed unless they are incurred under the Host Institution’s prevailing human resource policies, which should be consistently applied regardless of the source of funding. The Host Institution may be requested by the Grantor to certify that such payments are in accordance with its established policy or on the same terms as the other staff.
Staff Recruitment and related cost	Not allowed. Examples of such costs are advertisement, recruitment agency cost, staff relocation, housing allowances, etc. unless specifically approved by the Grantor.
Student Assistants / Interns	Not allowed unless specifically provided for in the Letter of Award and approved by the Grantor and is only allowed for full-time students enrolled in local institutes of higher learning, and who are not receiving any stipends or awards.

³ This list provides general guidance on items that are considered non-fundable direct costs. Grantor may tailor this list to suit a project’s objectives.

2. Equipment Related Expenses

Type of Expenses	Description
General Policy	<p>No purchase of equipment is allowed unless specifically provided for in the Letter of Award approved by the Grantor.</p> <p>The procurement of such equipment must be made according to the Host Institution's prevailing policies, which should be consistently applied regardless of the source of funding.</p> <p>No purchase of equipment shall be made, including items provided for and approved by the Grantor, within 6 months of the End Date stipulated in the LOA, unless specifically approved by the Grantor.</p>
Cost of capital works and general infrastructure (including the costs associated with the establishment and running of a Grant Administration Office)	Not allowed unless specifically provided for in the Letter of Award and approved by the Grantor.
IT Equipment (including computer equipment and printers)	<p>Not allowed under direct costs unless specifically provided for in the Letter of Award and approved by the Grantor.</p> <p>Purchase of IT equipment must be in accordance with the IT policy of the Host Institution, which should be consistently applied regardless of the source of funds.</p>
Office Equipment, Furniture & Fittings, etc	Not allowed.
Purchase of mobile devices	Not allowed unless specifically provided for in the Letter of Award and approved by the Grantor.

3. OOE Related Expenses

Type of Expenses	Description
General Policy	<p>Not allowed for expenses that are <u>not directly related</u> to the Research.</p> <p>All procurement of such items must be made according to the Host Institution's prevailing policies, which should be consistently applied regardless of the source of funding.</p>

Type of Expenses	Description
Visiting Professors/Experts	<p>Not allowed unless specifically provided for in the Letter of Award and approved by the Grantor. The visiting professor must be identified and his/her contribution to the Research must be clearly defined and described in the Project Proposal.</p> <p>Expenses incurred for overseas experts invited to participate in the Research and staying in Singapore <u>for at least 6 months</u> per year must be budgeted separately in the Research budget.</p> <p>For other overseas experts staying for less than 6 months per year, the cost of his/her stay is allowed if the costs are specifically provided for and approved in the Research.</p> <p>Examples of such costs are honoraria, salaries, staff relocation, settling-in allowances and other related cost.</p> <p><u>However, superannuation contributions for such staff are not allowed under both direct and indirect costs.</u></p>
Audit Fees	Not allowed. This includes both internal and external audit fees.
Entertainment & Refreshment	Not allowed.
Equipment Usage Charges	<p>Not allowed for internal (intra-institution) equipment usage charges unless the equipment/service is part of the Host Institution's central/shared facilities, such as animal holding units and central laboratory, and specifically provided for in the Letter of Award and approved by the Grantor.</p> <p>However, external (inter-institution) equipment usage charges are allowed.</p>
Fines and Penalties	Not allowed.
Insurance Premiums	<p>Not allowed. This includes insurance premiums for equipment, work injury compensation and professional indemnity of Research staff funded from the Grant.</p> <p>The Host Institution is responsible for the insurance of the equipment, relevant work injury compensation and professional indemnity insurance which are in line with the Host Institution's risk policies.</p> <p>However, personal travel insurance for approved overseas trips is claimable.</p>

Type of Expenses	Description
IT Peripherals	Not allowed unless specifically provided for in the Letter of Award and approved by the Grantor (e.g. thumbdrives, optical media, data storage devices).
Legal Fees	Not allowed.
License Fees	Not allowed (e.g. radiation license from HSA) unless the license is required for the handling of machines funded under the Grant.
International Students' fees or other stipends or awards to students	Not allowed.
Local Training	Not allowed unless the training is directly required for the Research and is specifically provided for in the Letter of Award and approved by Grantor.
Overhead Expenses	Not allowed unless specifically provided for in the Letter of Award and approved by Grantor based on the nature of the Research. This includes rental, utilities, facilities management, telephone charges, internet charges, etc.
Outsourcing	Not allowed under direct cost unless specifically provided for in the Letter of Award and approved by the Grantor
Overhead expenses - rental, utilities, telephone charges, facilities management, repairs and maintenance, etc	Not allowed under direct cost. These expenses may be claimed under indirect costs.
Patent-related expenses	Not allowed under direct and indirect costs. Such cost should be borne by the Host Institution unless specifically stated in the Public Document or specifically provided for in the Letter of Award and approved by the Grantor
Patent Application	Not allowed. This includes patent application filing, maintenance and other related cost.

Type of Expenses	Description
Payments to Volunteers and Subjects recruited for the Project	<p>Not allowed unless necessary for the R&D work. This should be specifically provided for in the Letter of Award and approved by the Grantor.</p> <p>Examples of such payments may include inconvenience fees, transport and meal reimbursement, etc.</p> <p>Press advertisements for subjects are allowed under indirect costs only.</p>
Professional Membership Fees	<p>Not allowed.</p> <p>This applies to PI and Co-Investigators as well as all Research staff funded from the Grant.</p>
Publications	<p>Not allowed for costs of reprints and publishing in media such as books, monographs and pamphlets unless it is specifically provided for in the Letter of Award and for publication in professional journals.</p>
Repairs and Maintenance of Equipment	<p>Not allowed unless specifically provided for in the Letter of Award and approved by the Grantor. The period of maintenance funded from the Grant, if approved, should be only for the funding period and for equipment purchased or used for the Research.</p>
Software	<p>Not allowed under direct cost for generic software unless specifically provided for in the Letter of Award and approved by the Grantor. Software licenses, if approved, should only be for the funding period.</p>
Professional fees (including fees to consultants)	<p>Not allowed unless specifically provided for in the Letter of Award and approved by the Grantor.</p>
Staff retreat	<p>Not allowed.</p>
Staff Benefits	<p>Not allowed unless costs are incurred under under the Host Institution's prevailing policies, which should be consistently applied regardless of the source of funding.</p>
Stationery and Printer Consumables	<p>Not allowed under direct costs unless specifically provided for in the Letter of Award and approved by the Grantor. This includes printing and photocopying charges.</p>

Type of Expenses	Description
Transportation, Postage & Courier services	<p>Not allowed for general transport, postage & courier charges.</p> <p>Only allowed for postage, courier and freight charges for bringing in equipment, specialised research consumables, and the submission of manuscripts and posters.</p> <p>Not allowed for rental of vehicles (land/sea/air) unless specifically provided for in the Letter of Award and approved by the Grantor.</p>
Vaccinations	Not allowed for routine health vaccinations. Only allowed when working with micro-organisms carrying infectious diseases.

4. OOE - Overseas Travel Related Expenses

Type of Expenses	Description
General Policy	Not allowed unless specifically provided for in the Letter of Award and approved by the Grantor. Travel must be by economy class airfare ; for all other travel-related claims, the Host Institution's policies must be consistently adhered to.
Meeting Overseas Collaborator	Not allowed.
Overseas Conferences	<p>The conference should be directly relevant to the area of the Research or necessary to accomplish the Research objectives.</p> <p>Not allowed for students unless they are PhD students who are presenting papers.</p> <p>Funding is capped at S\$18,000.00 for the funding period.</p>
Overseas Training	Not allowed unless specifically provided for in the Letter of Award and approved by the Grantor.

5. OOE – Research Scholarship

Type of Expenses	Description
General policy	<p>Not allowable unless specifically provided for in the grant and approved by the Grantor.</p> <p>Postgraduate stipend must align with the prevailing rates set by the Ministry of Education. Postgraduate stipend and tuition support will not attract indirect costs.</p>
Undergraduate stipend and tuition support	Not allowable.

6. Indirect Costs

- a. Funding support of 20% of the total qualifying approved direct costs (i.e., less research scholarships, if any), on top of the supportable approved qualifying costs will be provided as indirect costs to Singapore-based institutes of higher learning (IHLs) and not-for-profit entities (including public healthcare providers), unless otherwise stated in the Public Documents.
 - b. Funds approved under indirect cost shall not be used for patent costs, commercialisation expenses, fines and penalties, and other activities not related to the Research.
 - c. The Host Institution will be responsible for administering and managing the support provided by the NIC(PO) for the indirect costs of the Research.
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ADDITIONAL GUIDELINES ON FINANCIAL REGULATIONS

Disbursement and Reimbursement of Funds

1. Grantor will assign a unique Research reference to the Host Institution for all approved Research under the Host Institution's purview. This project reference must be quoted by the Host Institution in all claim submissions.
2. The Host Institution should in the first instance pay for the expenditure incurred for approved projects and subsequently claim for reimbursement from Grantor. Grantor will only make payment for the Research to the Host Institution, and to no other person.
3. All claims for reimbursements should be made in the format prescribed by Grantor. The claim should also have a unique claim reference number in which Grantor will quote when making payment to the Host Institution.
4. Each claim form should be substantiated with supporting documents like copies of invoices, debit notes, receipts and delivery orders.
5. For equipment purchased, the Host Institution can submit the claims upon receipt of the equipment, prior to the commissioning process. The responsibility is on the Host Institution to ensure that the commissioning of the Asset is properly carried out and appropriate actions are taken to address any shortcomings (e.g. seek refund from vendor, replacement for the faulty equipment, etc).
6. Before forwarding claims to Grantor for reimbursement, the Host Institution should ensure that:
 - 6.1. Claims are properly certified correct and dated by the Host Institution's Chief Finance Officer and Principal Investigator or their designated officers;
 - 6.2. Supporting documents are arranged in the order per Grantor's claim forms; and
 - 6.3. Claims are not in breach of the Contract
7. All expenses incurred after the duration of the Term will not be reimbursed by Grantor. The invoices for all claims must be dated before the project end date. In addition, all project claims for reimbursement should be submitted to the Grantor within 3 months from the date of completion of Research.
8. Grantor reserves the right to reject any claims that it finds inappropriate.
9. Grantor will only fund items directly related to the Research based on the Letter of Award.
10. For manpower cost submission, the following information must be stated clearly on the claim form for each employee manpower claim:
 - 10.1. Employee number/ID (employee name is optional);
 - 10.2. Designation of the staff;
 - 10.3. Detailed breakdown of the manpower costs which includes basis salary, CPF, bonus and other allowances; and
 - 10.4. Month in which the manpower cost is incurred.Claims for other benefits and payments paid to employees in accordance with the Host Institution's formal policies MUST be supported by actual proof of payment. All

manpower claim forms must be certified correct by the Host Institution's Human Resource (HR) or Payroll Department. Update of all staff employed under the project must be provided, including those whose employment has ended.

Annual Budgetary Cycle

11. The Host Institution is required to adhere to Grantor's budgetary cycle and submit its total annual budget and the corresponding projected quarterly cash flow promptly.
12. The total annual budget should consist of all other research projects and awards administered by Grantor. It is the Host Institution's responsibility to collate the cash flow requirement from the Principal Investigators for their Research.
13. It is the responsibility of the Host Institution and the Principal Investigators to ensure that the budget requested is not duplicated under any other existing funding proposals; for example, under another existing research grant or other institutional or agencies' funding. Grantor will take stern action up to and including rescinding funding if it discovers such double dipping of funds.
14. The timeline for Host Institutions to submit their proposed budget and cash flow projection is shown in Table 1 below. The proposed budget and cash flow projection must be endorsed by Host institution's Authorised Signatory.

Table 1: Timeline for Submission of Annual Budgets

Submission	Deadline
Revised budget for the current FY	Oct (Q3) of current FY
Projection of the next FY's budget	Oct (Q3) of current FY
Update to Next FY's budget projection (<i>initial budget</i>)	Feb (Q4) of current FY

15. Upon Grantor's request, the Host Institution is also required to update the quarterly cash flow projections of the current FY. This is usually requested on a quarterly basis.

Expenditure and Payment

16. The Host Institution and Principal Investigator must ensure that they have received a written approval on the Funds committed from Grantor before committing to any expenditure before such date, unless specifically permitted by Grantor.
17. It is the Host Institution's responsibility to ensure that all payments adhere to Grantor's Policies, unless otherwise specifically permitted by Grantor, and are also in accordance with the Host Institution's formally-established and consistently-applied policies or regulations on similar payments.
18. At a minimum, Grantor will expect the Host Institution to ensure that the following conditions for payment are satisfied before payments are made:
 - 18.1. Services have been duly performed; and/or
 - 18.2. Goods have been delivered and received in a satisfactory condition.

Procurement

19. The Host Institution is to ensure that any procurement (including items for individual use as specifically required in the course of the Research – e.g. mobile phone, etc.) made using Grantor Funds is carried out in accordance with the Host Institution's prevailing in-house procurement policies and procedures.
20. Should a Host Institution's in-house procurement policies and procedures be incomprehensive or non-existence, the Host Institution can adopt the following standards for procurement:

Actual Procurement Value	Procedures
Small value purchase of less than \$3,000	No written quotation required but Host Institution is encouraged to source for more than one quote to ascertain the best value-for-money for the purchase.
Purchases more than \$3,000 but less than \$70,000 (\$3K <X ≤ \$70K)	Written Quotations are required for purchases with estimated procurement value of more than \$3,000 but less than \$70,000. The Host Institution is encouraged to get quotations from at least 3 suppliers.
Purchases more than \$70,000	Open tendering is required for purchases with estimated procurement value of more than \$70,000.

21. The final invoices for claiming must be submitted to Grantor. All relevant documentations (e.g. purchase requisition forms, quotations from vendors, etc) must be maintained by the Host Institution for record purpose and available for Grantor audit purpose when required.
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