

ANNEX A

IMPORTANT NOTICES

Participants in the Grant Call on Cognition 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 Project Team who has been selected by MOH for award under the Grant Call on Cognition. It includes the Awardee's duly appointed representatives, successors and permitted assignees and shall include the Awardee's employees, agents and subcontractors.
Agreement	shall include the Letter of Award and any schedules attached including the general terms and conditions, any other annexes and appendices referred to in the Letter of Award and any other terms specifically accepted by the NIC(PO) as forming part of the Agreement.
Background IP	shall mean IP (which is not Foreground IP) which is created prior to or independently of this Grant Call on Cognition, but which relates to or is used for the purposes of this Grant Call on Cognition and/or the Foreground IP.
Foreground IP	shall mean IP which results from or is generated pursuant to or for the purpose of this Grant Call on Cognition.
Funding or Funds	shall mean the amount or amounts payable for each Project as specified in the Letter of Award.
Grant	shall mean the award of Funding to the Project Team.
Grant Call	shall mean the process where MOH calls for proposals under the NIC.
Grant Proposal	shall mean any and all documents and information, including Project Abstracts and Project Proposals, submitted by the Project Team for the purpose of the Grant Call on Cognition.
Host Organisation	shall mean the Organisation named in the Letter of Award as the body responsible for undertaking and managing the Project and administering the Funding.
IP	shall mean IP intellectual property in all forms, current and future,

	and shall include without limitation patents, copyright, industrial design and integrated circuit topography.
Investigators	shall mean collectively, the Principal Investigator and all other persons involved in the design, execution and management of the Project as part of the Project Team.
Letter of Award or “LOA”	shall mean the letter issued by the NIC(PO) to the successful Project Team, i.e. the Awardee, and the Host Organisation under which the Grant of the Funds is made to the Project Team through the Host Organisation.
Members	shall refer to the individuals who form the Project Team and who are Investigators of the Project.
Milestones	shall mean the milestones agreed between MOH, the Host Organisation and the Project Team that the Project Team shall achieve as specified in the Grant Proposal.
MOH	shall mean the Government of Singapore as represented by the Ministry of Health, the organiser of the Grant Call on Cognition.
MOH’s Affiliates	shall include the Government of the Republic of Singapore, including all its Ministries, 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 entity as MOH may designate in writing.
NIC	shall mean the National Innovation Challenge on Active and Confident Ageing
NIC(PO)	shall mean the National Innovation Challenge Programme Office, under the Ministry of Health, which is responsible for all administrative aspects related to the NIC.
Organisation	shall refer to any public, private or non-profit organisations, including healthcare providers, research institutes and institutes of higher learning (IHLs).
Participants	shall mean individuals, entities or consortia participating in the Grant Call on Cognition.
Principal Investigator or “PI”	shall mean the person named in the Letter of Award as principal investigator for the Project who has primary responsibility for the design, execution and management of the Project and will lead the Project.
Project	shall mean both the proposed and actual project activities to be

	carried out by the Project Team pursuant to the Grant Call on Cognition. For the avoidance of doubt, this includes implementing the Project Team’s proposed model of care and solutions pursuant to the Grant Call on Cognition.
Project Abstract	shall mean a written summary of the Project no longer than 6 pages in length, in which a Project Team shall demonstrate a thorough literature review that provides the evidence or basis for its Grant Proposal.
Project Proposal	shall mean a detailed proposal submitted by a Project Team detailing the Project following the shortlisting of the Project Abstract by MOH.
Project Team	comprises all Members of the team involved in the Project including all Investigators.
Project Team Lead or “TL”	shall refer to the leader of the Project Team. This person shall also be the Principal Investigator.
Public Document	shall refer to the set of guidelines and terms & conditions specific to the Grant Call on Cognition.
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 Grant Call on Cognition 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 Grant Call on Cognition shall constitute an Agreement between MOH and any Participant. Any Participant selected pursuant to this Grant Call on Cognition for award shall be required to enter into a legally binding Agreement with MOH, the terms and conditions of which shall be agreed between the parties at a later date.

2.3. All submissions of Grant Proposals, clarifications, discussions and presentations relating to this Grant Call on Cognition 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 this Public Document in relation to this Grant Call on Cognition.

- 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 Grant Call on Cognition.
- 2.6. MOH accepts no liability or obligation in relation to any Grant Proposal submitted pursuant to this Grant Call on Cognition 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 Grant 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 Grant Proposal, whether in whole or in part, without giving any reason whatsoever. The receipt by MOH of any Grant Proposal pursuant to this Grant Call on Cognition 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 Grant Call on Cognition or to change the nature, scope, procedures or timelines for the Grant Call on Cognition, including the Grant 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 Grant Call on Cognition, including but not limited to the submission of Grant Proposals.
- 2.10. MOH shall not be obliged to consider any request from any Participant for an extension of time for the submission of Grant Proposals. MOH shall also not be obliged to enter into any correspondence with any Participant regarding reasons for non-acceptance of their Grant Proposal.

3. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

- 3.1. Nothing in the Grant Call on Cognition 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 Grant 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, healthcare institutions and healthcare practitioners, and home and centre-based care providers that are related to MOH by reason of:

a) the existence of a collaboration or other form of co-operation between MOH and the Organisations;

b) Being a MOH Affiliate; or

c) Organisations (whether incorporated or otherwise), including but not limited to corporations, medical hospitals, community hospitals, clinics, healthcare institutions, healthcare practitioners, and home and centre-based 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 Agreement whether directly or indirectly or such persons, Organisations 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 Agreement. 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 Agreement 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 above 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 MOH as soon as possible.
- 3.8. The Awardee, its subcontract or 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 subcontract or or supplier has failed to do so, MOH may exercise its right to reclaim the Foreground IP and require the Awardee, its subcontract or 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 Agreement 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 Grant Call on Cognition 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 Grant Call on Cognition 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 Grant Proposal by the Participant and MOH's retention and use thereof, including but not limited to any claim that the Grant Proposal infringes any third party's IP rights.