

**ANNEX A****IMPORTANT NOTICES**

Applicants for the Enabling Innovation Grant are deemed to have read, understood and accepted the following provisions:

**1. DEFINITIONS**

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

Application or Grant Proposal	shall mean any and all documents and information, including the Project Abstract and Project Proposal, submitted by the Project Team for the purpose of the Enabling Innovation Grant.
Assets	shall mean all equipment, computer software, goods, products, databases, accessories, hardware and any other asset purchased or acquired using the Funds but does not include Foreground IP or consumables.
Background IP	shall mean existing IP brought by the Project Team into the Research.
Collaborator	shall mean 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.
Contract or 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 indicated by the NIC(PO) as forming part of the Contract.
Co-Investigator or “Co-I”	shall mean any person named in the Letter of Award as a “Co-Investigator” and part of the Project Team for the Research.
Funding or Funds	shall mean the amount or amounts payable under the Contract 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 the Grantor calls for proposals under the NIC.
Grantor or MOH	shall mean the Government of Singapore as represented by the Ministry of Health, providing the Funding as set out in the Letter of Award.

Grantor's Affiliates or 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. "Grantor's 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.
Host Institution	shall mean 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.
Intellectual Property or IP	shall mean 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.
Implementation Partner	shall mean a Singapore-registered institution (e.g. manufacturer, distributor or end-users for the proposed device or a provider for the proposed model of assessment) which will implement the Project Team's proposed solution(s) under the Enabling Innovation Grant.
Institutions	shall mean public, private or non-profit institutions, including healthcare providers, research institutes and institutes of higher learning (IHLs), registered and/or incorporated in Singapore, and shall mean collectively the Host Institution and the Partner Institutions, and "Institution" shall mean any one of them.
Investigators	shall mean collectively, the Lead Principal Investigator and Co-Investigators.
Letter of Award or "LOA"	shall mean the letter issued by the NIC(PO) to the Project Team under which the Grant of the Funds is made to the Project Team through the Host Institution.
Milestones	shall mean the milestones agreed between the Grantor and the and the Project Team that the Project Team shall achieve as specified in the Letter of Award.
NIC	shall mean the National Innovation Challenge on Active and Confident Ageing
NIC(PO)	shall mean the National Innovation Challenge Programme Office, under the Grantor, which is responsible for all administrative aspects related to the NIC.

Lead Principal Investigator or Project Team Lead or “Lead”	shall mean the person named in the Letter of Award as lead principal investigator or Project Team Lead for the Research who has primary responsibility for the design, execution and management of the Research and will lead the Research.
Partner Institutions or Members	shall mean the bodies or institutions, named in the Letter of Award as the “Partner Institutions” or “Members” forming part of the Project Team responsible for working together with the Host Institution to undertake the Research. For the avoidance of doubt, an Implementation Partner is a Partner Institution.
Project Abstract	shall mean a written summary of the Research no longer than 5 pages in length, in which a Project Team shall demonstrate a thorough literature review that provides the evidence or basis for its Application.
Project Proposal	shall mean a detailed proposal submitted by a Project Team detailing the Research following the shortlisting of the Project Abstract by the Grantor.
Project Team	comprises all Institutions, Collaborators and Investigators involved in the Research.
Public Document	shall refer to the set of guidelines and terms & conditions governing the submission of applications for the Enabling Innovation Grant.
Research or Project	shall mean both the proposed and actual project activities to be carried out by the Project Team pursuant to the Enabling Innovation Grant. For the avoidance of doubt, this includes implementing the Project Team’s proposed model of care and solutions pursuant to the Enabling Innovation Grant.
Research IP or Foreground IP	shall mean all IP howsoever arising from the Research.
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 include the plural and vice versa where the context requires.

## 2. DISCLAIMERS

2.1. This Public Document for the Enabling Innovation Grant is merely an invitation to treat and is not intended to create or impose any binding legal obligations whatsoever on the Grantor, whether express or implied and whether contractual or otherwise.

- 2.2. Nothing in this Public Document for the Enabling Innovation Grant shall constitute a Contract between the Grantor and any Project Team. Institutions selected for the award of the Enabling Innovation Grant shall be required to enter into a legally binding Contract with the Grantor, the terms and conditions of which shall be agreed between the parties at a later date.
- 2.3. All submissions of Applications, clarifications, discussions and presentations relating to this Enabling Innovation Grant are made entirely at the risk of the Project Teams.
- 2.4. The Grantor 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 the Grantor in this Public Document in relation to this Enabling Innovation Grant.
- 2.5. The Grantor does not make any representation of fact or promise to the future in respect of any Research contemplated by the Project Teams relating to this Enabling Innovation Grant.
- 2.6. The Grantor accepts no liability or obligation in relation to any Application submitted pursuant to this Enabling Innovation Grant and/or any subsequent clarifications, discussions or presentations thereon, whether requested by the Grantor or otherwise. The Project Team shall bear all costs and expenses associated with the preparation and submission of their Application, and any subsequent clarifications, discussions or presentations thereon. The Grantor will, under no circumstances, be responsible for reimbursing any costs incurred by the Project Teams during the evaluation and selection process, regardless of the conduct or outcome of the evaluation and selection process.
- 2.7. The Grantor shall have the absolute discretion to accept or reject any Application, whether in whole or in part, without giving any reason whatsoever. The receipt by the Grantor of any Application pursuant to this Public Document for the Enabling Innovation Grant shall under no circumstances impose any form of obligation or amount to an acceptance of or an agreement to abide by any terms or conditions stated therein or elsewhere on the part of the Grantor.
- 2.8. The Grantor shall have the absolute discretion, at any time, to terminate this Enabling Innovation Grant or to change the nature, scope, procedures or timelines for the Enabling Innovation Grant, including the Application selection process and criteria. Under no circumstance shall the Grantor incur any liability in respect of such termination or changes.
- 2.9. The Grantor 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 Enabling Innovation Grant, including but not limited to the submission of Applications.

- 2.10. The Grantor shall not be obliged to consider any request from any Project Team for an extension of time for the submission of Applications. The Grantor shall also not be obliged to enter into any correspondence with any Project Team regarding reasons for non-acceptance of their Application.

### 3. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

- 3.1. Nothing in the Enabling Innovation Grant shall affect any person's right to own or licence Background IP.

- 3.2. The Grantor agrees that all rights, title to or interest in, all Research IP created by the Project Team shall vest in the Project Team.

- 3.3. The Grantor and Grantor's 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.

- 3.4. In the event the Project Teams are 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. 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 any of the Institutions providing products or services incorporating the Research IP, the Institutions shall offer these products or services to the above entities at preferential pricing, i.e. offer a discount on the price which the Institutions provides these products and services to any other party.

- 3.5. The Project Team shall, at no additional cost, give such assistance to the Grantor as may be required to enable the Grantor to exercise the rights conferred above. It is for the Grantor, in its sole discretion, to determine what assistance may be required from the Project Team.
- 3.6. For the avoidance of doubt:
- a) Clause 3.3 does not vest any title in the Project Team of any IP in any results, report, data or information generated or produced by the Grantor or another person on behalf of the Grantor as a result of the Contract. The title to all IP in any such results, report, data or information generated or produced by the Grantor or another person on behalf of the Grantor as a result of the Contract shall be owned by the Grantor;
  - b) The Contracts (Rights of Third Parties) Act (Cap. 53B) shall apply to enable Statutory Boards, not-for-profit organisations and the Organisations in their own right to enforce clause 3.4 and/or clause 3.5 above against the Project Team; and
  - c) The Project Team agree that the Grantor 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 Research IP or Background IP under clause 3.3 can be registered under any IP registration system in Singapore, the Project Team shall:
- a) Register the license under the IP registration system in Singapore; and
  - b) Deliver documentary proof of such license registration to the Grantor as soon as possible.
- 3.8. The Project Team, its subcontractor or supplier should use its best endeavours to commercialise the Research IP and/or take effective steps to achieve a practical application of the Research IP. If the Grantor determines that the Project Team, their subcontractor or supplier has failed to do so, the Grantor may exercise its right to reclaim the Research IP and require the Project Team, their subcontractor or supplier to:
- a) assign its rights, interest and title in the Research 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 Research IP and where necessary, the Background IP, or any part thereof;

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 are reasonable based on the circumstances, to further develop and commercialise the Research IP.

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

- 4.1. The Grantor may require the Project Team receiving confidential information from the Grantor in relation to or arising from this Enabling Innovation Grant to sign a written non-disclosure agreement setting out the Project Team's confidentiality obligations in relation to such confidential information.
- 4.2. The Grantor accepts no liability or obligation in relation to any confidential information disclosed to the Grantor by a Project Team pursuant to this Enabling Innovation Grant unless otherwise agreed by the Grantor in a written non-disclosure agreement setting out the Grantor's confidentiality obligations in relation to such confidential information.

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

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