

**ANNEX****ADDITIONAL TERMS AND CONDITIONS FOR PROJECTS FUNDED UNDER THE NATIONAL INNOVATION CHALLENGE ON ACTIVE AND CONFIDENT AGEING****Intellectual Property**

1.1 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.

1.2 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 authorised 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.

- 1.3 For purposes of Clause 1.2, "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.