

NATIONAL MEDICAL RESEARCH COUNCIL
GENERAL TERMS AND CONDITIONS
Research Grant

Table of Contents

1	General Definitions.....	3
2	Funding	5
3	Accuracy of Information	5
4	NMRC Policies	5
5	Administration of Award	6
6	Obligations of Host Institution	6
7	Obligations of Investigators.....	8
8	Commencement of Research	8
9	Research Personnel.....	9
10	Milestones and Deliverables	9
11	Disbursement of Funds	9
12	Accounts, Audits and Monitoring.....	9
13	Access to Premises and Records	10
14	Reporting Requirements	10
15	Changes in Research.....	10
16	Insurance	11
17	Publications of Results and Findings	11
18	Open Access.....	11
19	Intellectual Property Rights	11
20	Third Party Collaborations.....	11
21	Ownership and Use of Assets.....	11
22	Suspension and Termination	11
23	Gifts, Inducements or Rewards.....	13
24	Disclaimer of Liability	13
25	Compliance with Law	14
26	Assignment, etc.....	14
27	No Partnership or Joint Venture.....	14
28	Notices	14
29	Waiver, etc.	14
30	Joint and Several Liability	14
31	Applicable Law & Jurisdiction	15
32	Dispute Resolution.....	15
33	Disclosure to Co-Funder	15
34	Severability	15
35	Entire Agreement and Variation	15
36	Contracts (Rights of Third Parties) Act	16

1 General Definitions

1.1 In this Agreement, unless the contrary intention appears —

“Agreement” includes the Letter of Award and any schedules attached thereto, these General Terms and Conditions, any other Annexes and Appendices referred to in the Letter of Award or these General Terms and Conditions, any Policy issued under Clause 4 of these General Terms and Conditions, and any other terms specifically accepted by NMRC as forming part of the Agreement;

“Application” means the application for Funding submitted to NMRC by the Host Institution or the Principal Investigator and given the Grant Number specified in the Letter of Award;

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

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

“Award” means the award of Funding to the Investigators or the Host Institution, or to both, as the case may be;

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

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

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

“Deliverables” means the tangible outcomes of the Research to be achieved by the Host Institution and Investigators as specified in the Approved Proposal;

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

“General Terms and Conditions” means these General Terms & Conditions (Research Grant);

“Guidelines” means, collectively, the various ethical and research guidelines and best practices developed by various authorities nationally and internationally and relating to biomedical research, including but not limited to the research ethics guidelines issued by the NMEC, and guidelines on the use of animals for research by NACLAR;

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

“Intellectual Property” shall bear the meaning ascribed to it under the NMRC Policy on Intellectual Property issued under Clause 4;

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

“IRB” means the Institutional Review Board responsible for reviewing and approving the Research protocol and guiding the ethical conduct of the Research;

“Letter of Award” means the letter issued by NMRC under which the grant of the Funds is made to the Institutions;

“Material” includes documents, anonymized 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 Approved Proposal;

“MOH” means the Ministry of Health of the Government of the Republic of Singapore;

“NACLAR” means the National Advisory Committee for Laboratory Animal Research;

“NMEC” means the National Medical Ethics Committee;

“NMRC” means the National Medical Research Council;

“Office of the Research Director” means the office established by the Host Institution in accordance with Clause 5.2;

“Policies” means any policy, instruction, standard operating procedure, regulation or rule issued under Clause 4 by NMRC by itself or on behalf of or together with any Co-Funder in relation to the Funding provided under this Agreement;

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

“Research” means the research project approved by NMRC as described in the Approved Proposal, subject to any modifications or amendments thereto made in accordance with Clause 15

“Research Personnel” means the Principal Investigator, Co-Investigators and all other employees, consultants and agents who will be engaged in and would perform the Research;

“Term” means the term of this Agreement as specified in the Letter of Award.

- 1.2 Words importing the singular include the plural and vice versa. The word “days” denotes calendar days unless otherwise specified.
- 1.3 The headings in this Agreement are for convenience only and not for the purpose of interpretation.

2 Funding

- 2.1 Funding for the Research shall be provided for the duration of the Term, unless it is terminated earlier under this Agreement.
- 2.2 NMRC shall have the right to unilaterally vary the quantum of the Funds at its absolute discretion and without having to assign any reason therefore.
- 2.3 The Host Institution shall ensure that the Funds are used for and in connection with the Research and for no other purpose.
- 2.4 The Principal Investigator and each Co-Investigator shall endeavour 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 Agreement and consistent with nationally- and internationally-recognised good research practices and ethical standards. The Host Institution shall ensure that the Research Personnel undertake and properly discharge the foregoing obligations.
- 2.5 The Host Institution and Investigators 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 NMRC's prior written consent, such consent not to be unreasonably withheld.
- 2.6 All research activity is to be conducted in Singapore and funds are not permitted to flow out of Singapore to support research in foreign Institutions.

3 Accuracy of Information

- 3.1 The Host Institution and Investigators warrant that the information contained in the Application, all reports referred to in this Agreement and any other information submitted to NMRC relating to the Research or the Funding are complete, accurate and not misleading.

4 NMRC Policies

- 4.1 The Host Institution, each Investigator and all Research Personnel shall be bound by and will comply with all Policies issued by NMRC relating to this Agreement, the Funding and the Research as may be in force from time to time. The terms and conditions of all NMRC Policies are expressly incorporated into this Agreement by reference.
- 4.2 The terms of the NMRC Policies are subject to amendment, revision, variation or cancellation from time to time at the absolute discretion of NMRC. Wherever possible NMRC will consult with the Host Institution prior to any change. It is the duty of the Host Institution and each Investigator to be updated as to the terms thereof.

5 Administration of Award

- 5.1 The Host Institution, the Principal Investigator and each Co-Investigator will ensure that the Research is carried out and the Funds used in accordance with this Agreement in a diligent and competent manner.
- 5.2 The Host Institution shall be responsible for administering and coordinating all matters relating to the Research, use of the Funds, communications with NMRC, and reporting requirements for and on behalf of all the Investigators. For this purpose, the Host Institution shall establish, within its organisation, an Office of the Research Director (or similar equivalent) to facilitate these responsibilities. NMRC reserves the right to communicate directly with such offices within the Host Institution where it deems necessary or expedient on matters relating to this Agreement. The chief executive officer or the equivalent shall represent the Host Institution. Where the chief executive officer is also the Principal Investigator, the Host Institution shall appoint another person to represent the governing body to which the chief executive officer reports.
- 5.3 Any change to the identity of the Host Institution under the Agreement must be approved in writing by NMRC.
- 5.4 The Host Institution and Investigators shall comply with any NMRC Policy on the administration of the Award, as may be issued under Clause 4. Such a Policy may include, but shall not be limited to, the following:
 - a Specifications relating to the administration and coordination of matters relating to the Research, use of the Funds, communications with NMRC, and reporting requirements for and on behalf of the Host Institution and Investigators;
 - b Requirements for protected time to conduct Research;
 - c Requirements and procedures relating to backfilling and Funding for salary support;
 - d Record keeping requirements;
 - e Confidentiality;
 - f Systems for ensuring the quality of Research and mechanisms for identifying, investigating and reporting scientific and ethical misconduct; and
 - g Any matter referred to in Clauses 5, 6 and 7.

6 Obligations of Host Institution

- 6.1 The Host Institution is responsible for the following: -
 - a ensuring that all Research Personnel are made aware of their responsibilities and that they observe the terms and conditions of this Agreement;
 - b ensuring that the Investigators are given protected time to carry out the Research;

- c providing and procuring the basic facilities needed to carry out the Research as detailed in the Approved Proposal;
- d ensuring that all Research Personnel involved in animal research and in the breeding, housing and care of animals, are properly trained and supervised;
- e monitoring the scientific progress of the Research towards achievement of the Milestones and Deliverables and reporting to NMRC any deviation or anticipated problem which may materially affect the Research;
- f ensuring that NMRC is immediately notified of any development that will adversely affect the progress of the Research;
- g maintaining proper expenditure records of the Funds and making these records available to NMRC when requested;
- h ensuring that the Investigators adopt the highest achievable standards in the conduct of their research, exhibit impeccable scientific integrity and follow the prevailing Guidelines on good research practices applicable in Singapore and in the absence of such national Guidelines, in accordance with internationally established Guidelines;
- i ensuring that the informed consent of human subjects participating in the Research is properly and ethically obtained, and that the safety and well-being of these subjects is not compromised in any way;
- j ensuring that any clinical trial conducted as part of the Research is conducted in accordance with the Singapore Guideline for Good Clinical Practice as the same may be amended from time to time or such other applicable Guidelines;
- k if the Investigators have not already undergone training in professional research ethics that is consistent with contemporary national or international standards, ensuring that the Investigators go through such a course before embarking on the Research;
- l ensuring that local IRB, research ethics committee and multi-centre research ethics committee approvals are granted for the Research and that no research work requiring such approval is initiated before it has been granted. The Host Institution shall put in place proper internal procedures to ensure regular and effective monitoring of the Research in accordance with relevant Guidelines;
- m 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 whilst work is in progress;
- n ensuring that all necessary regulatory notifications have been made and that all regulatory body licences, permits or approvals for the Research have been granted prior to the commencement of any work under the Research;
- o ensuring 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;
- p putting in place comprehensive policies and procedures to ensure that

Investigators and other Research Personnel do not put themselves in a position or potential position of conflict of interest in relation to the Research, and to assess and address such conflicts if they do or potentially do arise; and

- q complying with such requirements as may be set out in any NMRC Policy issued under Clause 4.
- 6.2 The Host Institution is responsible for ensuring that all Investigators working on the Research are aware that they are individually responsible for maintaining appropriate professional indemnity insurance coverage.
- 6.3 The Host Institution must have in place adequate systems for ensuring the quality of research that is carried out by its staff so that scientific misconduct (including but not limited to plagiarism, falsification of data, improper selectivity of data) and unethical behaviour can be prevented. The Host Institution shall implement effective mechanisms for identifying scientific and ethical misconduct and have in place clearly publicised and agreed procedures for investigating allegations of such misconduct and unethical practices. It is the duty of the Host Institution and each Investigator to keep NMRC informed of all incidents or allegations of such misconduct or breach at the earliest opportunity.

7 Obligations of Investigators

- 7.1 The Principal Investigator and Co-Investigators shall —
- a diligently and wholly devote themselves to the Research;
 - b ensure that their other commitments do not in any way compromise the time spent on the Research and the progress and quality of their work;
 - c ensure that the work carried out in the Research is of the highest achievable standard, that they exhibit impeccable scientific integrity, and follow the prevailing Guidelines on good research practices applicable in Singapore and in the absence of such national Guidelines, in accordance with internationally established Guidelines;
 - d report to the Host Institution any position or potential position of conflict of interest that they are in, in relation to the Research;
 - e do all acts reasonable and necessary to ensure that all steps and actions that are required of them are undertaken for the proper performance of the Research and in order to ensure that the provisions of this Agreement, in particular the requirements set out in Clause 6.1, are not breached; and
 - f comply with such requirements as may be imposed under any NMRC Policy issued under Clause 4.

8 Commencement of Research

- 8.1 The Host Institution and Investigators shall comply with any NMRC Policy on commencement of Research as may be issued under Clause 4. Such a Policy may include, but shall not be limited to specifying the period within which the Research must commence and key Research Personnel recruited, and the consequences for

non-compliance.

9 Research Personnel

- 9.1 The Host Institution shall ensure that the Research Personnel conduct the Research in a diligent and competent manner and will comply with this Agreement.
- 9.2 The Host Institution and Investigators shall comply with any NMRC Policy on Research Personnel, as may be issued under Clause 4.

10 Milestones and Deliverables

- 10.1 The Host Institution shall, and shall procure that the Investigators use their best efforts to achieve and produce the Milestones and Deliverables stipulated in the Approved Proposal.

11 Disbursement of Funds

- 11.1 The disbursement of Funds shall be carried out in accordance with the Letter of Award and any NMRC Policy on funding and financial regulation issued under Clause 4.

12 Accounts, Audits and Monitoring

- 12.1 The Host Institution shall keep and maintain full and detailed statements, records and accounts relating to the Funding and the Research, including all items of expenditure incurred for or in connection with the Research.
- 12.2 The Host Institution is responsible for monitoring the expenditure of the Funding and certifying to NMRC that the Funding has been expended and the progress of the Research is satisfactory in the Yearly Progress Report. If at any time, in the opinion of NMRC, the Funding is not being expended in accordance with this Agreement, the Host Institution shall (following its receipt of notice issued by NMRC to this effect) take all action necessary to minimize further expenditure in relation to the Funding and inform NMRC immediately of the action taken.
- 12.3 NMRC may conduct regular or ad hoc on-site reviews and audits (including audits by NMRC-appointed auditors) to ensure that the terms of this Agreement are being, or were met and that reports submitted to NMRC are an accurate statement of compliance by the Host Institution. Persons nominated by NMRC to conduct these reviews and audits are to be given full access by the Host Institution, if required, to all accounts, records, documents and premises in relation to the Funding and its administration.
- 12.4 The Host Institution and Investigators shall comply with any NMRC Policy on statements, records, accounts, audits and monitoring, as may be issued under Clause 4.

13 Access to Premises and Records

- 13.1 For the purposes of Clause 12.3, the Host Institution shall, at all reasonable times, give to NMRC or its authorized representatives (including NMRC-appointed auditors)—
- a unhindered access to: -
 - i the Research Personnel and other employees of the Host Institution engaged in the Research;
 - ii premises occupied by the Host Institution; and
 - iii the Assets and Material; and
 - b reasonable assistance to:
 - i inspect the performance of the Research;
 - ii to locate and inspect the Assets and Material; and
 - iii make copies of Material (where applicable) and remove those copies.
- 13.2 The access rights in Clause 13.1 are subject to: -
- a the provision of reasonable prior notice by NMRC; and
 - b the Host Institution's reasonable security procedures.
- 13.3 If a matter is being investigated which, in the opinion of NMRC, or its authorized representative (including NMRC-appointed auditors), may involve actual or apprehended unethical conduct, or breach of the law or breach of the terms of this Agreement, Clause 13.2 (a) will not apply.
- 13.4 Upon receipt of reasonable written notice from NMRC, the Host Institution shall provide any information required by NMRC for monitoring and evaluation purposes relating to the Research.

14 Reporting Requirements

- 14.1 The Host Institution must submit Yearly Progress Reports and a Final Report in accordance with any NMRC Policy on yearly, final and other reporting requirements that may be issued under Clause 4.

15 Changes in Research

- 15.1 No material amendment, alteration or change shall be made to the Research without NMRC's prior written approval. Save as aforesaid, the Host Institution shall forthwith keep NMRC informed in writing of all other amendments, alterations or changes made to the Research. For the purposes of this Clause, "material amendment, alteration or change" refers to those amendments, alteration or changes that have a material effect on the scope, nature, direction or purpose of the Research.
- 15.2 The Host Institution and Investigators shall comply with any NMRC Policy on changes in Research, as may be issued under Clause 4.

16 Insurance

- 16.1 The Host Institution shall be responsible for effecting and maintaining adequate insurance or similar coverage to cover any liability arising as a result of its participation in the Research. If requested, the Host Institution shall provide NMRC with a copy of the relevant policies. The Host Institution shall be responsible for effecting all insurance required under workmen's compensation legislation or any other written law and for taking all other action required as an employer.

17 Publications of Results and Findings

- 17.1 The Host Institution and Investigators shall comply with any NMRC Policy on media and acknowledgement issued under Clause 4.

18 Open Access

- 18.1 The NMRC requires that all peer-reviewed publications arising from NMRC funded/administered research be made publicly available no later than 12 months after the official date of publication. A copy of publication may be deposited in the hosting institution's OA repository or any other subject OA repository, in accordance to the hosting institution's policy. The Host Institution should also provide the URLs for the publications to NMRC record purposes.

19 Intellectual Property Rights

- 19.1 The ownership, licensing, transfer, assignment, protection, commercialization and abandonment of Intellectual Property howsoever arising from the Research shall be governed by NMRC Policies on intellectual property issued under Clause 4.
- 19.2 Without prejudice to the generality of any other provisions of this Agreement, any amendment or alteration to a standing NMRC Policy on intellectual property pursuant to Clause 4.2 that will have a material effect on the intellectual property rights and entitlements of the NMRC, the Institutions or the Investigators shall not apply to this Agreement unless expressly agreed by all the affected parties thereto.

20 Third Party Collaborations

- 20.1 The Institutions may undertake work on the Research in collaboration with a Collaborator subject to any NMRC Policy on pre-requisites and requirements for collaboration issued under Clause 4.

21 Ownership and Use of Assets

- 21.1 Title, ownership, transfer, assignment, use and write-off of Assets and Materials shall be governed by the relevant NMRC Policy issued under Clause 4.

22 Suspension and Termination

- 22.1 This Agreement shall terminate at the expiry of the Term unless expressly extended in writing by NMRC.
- 22.2 Subject to Clause 21.4, NMRC reserves the right to suspend or terminate the Funding at any time at its absolute discretion and without assigning a reason for such suspension or termination by giving the Host Institution one (1) month's written notice. Neither the Host Institution nor any Investigator shall have any claim whatsoever against NMRC in respect of such suspension or termination.
- 22.3 The Host Institution may terminate the Agreement without assigning any reason by giving the NMRC one (1) months' written notice. During such notice period, the Host Institution shall not be entitled to receive further disbursements of Funds except that the NMRC may, but shall not be obliged to, meet costs properly and necessarily incurred under the grant up to the termination date.
- 22.4 NMRC may suspend or terminate the Funding immediately, without notice, on the occurrence of any of the following —
- a when the Host Institution or any Research Personnel has committed a material breach of the terms and conditions of this Agreement and has failed to rectify the position within a reasonable time;
 - b when the Host Institution or any Research Personnel has committed scientific misconduct in the course of or relating to the Research;
 - c when the Host Institution or any Research Personnel has committed an ethical breach in the course of or relating to the Research, including (but without limitation to) any compromise of patient or human subject safety;
 - d where the work under the Research has materially diverged from that specified in the Approved Proposal (including lower than predicted recruitment rates in trials), unless this was notified to NMRC and approval was first obtained from NMRC under Clause 15
 - e where the Host Institution or any Research Personnel has failed to achieve the Deliverables specified at the time of the Award;
 - f when work has stopped on the Research or the Principal Investigator or Co-Investigators have ceased to be actively involved in the Research;
 - g when a receiver, manager, judicial manager or an administrator is appointed on behalf of a creditor over all or a substantial part of the assets of the Host Institution;
 - h when the Host Institution makes any voluntary arrangement with its creditors;
 - i if the Host Institution, being a company, passes a resolution to enter into liquidation or the courts make an order that the company be compulsorily wound up (other than for the purposes of amalgamation or reconstruction);
 - j if the Host Institution ceases or threatens to cease, to carry on business;
 - k if, for any other reason, NMRC is of the reasonable opinion that the continued performance of the Research has been seriously compromised.

- 22.5 If NMRC terminates an award of the Funding early, NMRC may, but shall not be obliged to meet costs properly and necessarily incurred under the grant up to the termination date.
- 22.6 Upon termination of the Funding under this Clause (whether by NMRC or by the Host Institution), NMRC may require the Host Institution to return all or some of the Funds previously disbursed by NMRC.
- 22.7 Upon termination of the grant under this Clause —
- a the Host Institution shall take all action necessary to minimise further expenditure under the Funding; and
 - b NMRC will recover monies that have not been expended under the Funding.
- 22.8 The provisions of clauses 3, 12, 21.6, 23 and 31 shall survive the termination of this Agreement howsoever caused.

23 Gifts, Inducements or Rewards

- 23.1 NMRC may terminate the Agreement and recover from the Institutions the amount of any loss resulting from such termination, if the Host Institution, an Investigator or any Research Personnel shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Agreement with the NMRC or for showing or forbearing to show favour to any person in relation to any contract with the NMRC, or if the like acts shall have been done by any person employed by an Institution or acting on his behalf (whether with or without the knowledge of the NMRC) or if in relation to any Agreement with the NMRC the Host Institution or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code or Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the Penal Code or the Prevention of Corruption Act.

24 Disclaimer of Liability

- 24.1 NMRC shall not be liable to the Host Institution, Principal Investigator, Co-Investigators and other Research Personnel involved in the Research or any other person by reason of or arising from the terms and conditions of this Agreement 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 Host Institution and Research Personnel. The Host Institution shall indemnify NMRC and hold NMRC harmless against:-
- a all claims, losses, demands, actions, suits, proceedings, costs, or expenses whatsoever which NMRC may suffer or incur directly or indirectly, from or out of any breach, act or default of the Host Institution or 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 has been infringed in connection with or in the carrying out of the Research.

24.2 NMRC shall have no liability to the Host Institution or any Research Personnel merely by reason of its provision of the Funds and the Host Institution shall be responsible for all acts and conduct relating to the Research, including all human and animal ethical issues.

25 Compliance with Law

25.1 The Host Institution as well as the Principal Investigator, Co-Investigators, Research Personnel and all other persons involved in the Research shall in carrying out this Agreement 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.

26 Assignment, etc.

26.1 The Host Institution 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 NMRC.

27 No Partnership or Joint Venture

27.1 This Agreement shall not be construed as creating any partnership or joint venture between NMRC on the one hand and the Host Institution or any Research Personnel on the other hand.

28 Notices

28.1 Any notice given under this Agreement shall be in writing and shall be deemed to have been duly given when it is 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.

29 Waiver, etc.

29.1 No failure by a party to exercise and no delay in exercising any right, power or privilege under these terms and conditions shall operate as a waiver nor shall any single or partial exercise of any power or privilege preclude any further exercise thereof or the exercise of any other right power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law.

30 Joint and Several Liability

30.1 The obligations and liability of the Host Institution, Principal Investigator and Co-Investigators under this Agreement shall be joint and several.

31 Applicable Law & Jurisdiction

- 31.1 Singapore law shall govern this Agreement in all respects and the parties irrevocably submit to the jurisdiction of Singapore Courts.

32 Dispute Resolution

- 32.1 Any dispute or disagreement arising out of or relating to this Agreement or the breach thereof shall as far as reasonably possible be amicably resolved by negotiation between the parties.
- 32.2 In the event that any such dispute or disagreement arising out of or relating to this Agreement or the breach thereof cannot be resolved in accordance with Clause 29.1, no party shall proceed to litigation or to any form of dispute resolution unless the parties have made reasonable effort to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A party who receives a notice for mediation from another party shall consent and participate in the mediation process.

33 Disclosure to Co-Funder

- 33.1 NMRC shall be entitled to disclose and make available to any Co-Funder any information, reports or other subject matter pertaining to the Research that it receives from the Host Institution and any Research Personnel.

34 Severability

- 34.1 If any provision of this Agreement or the application of any such term shall be held by a court to be wholly or partially invalid or unenforceable in any respect, the same shall be deemed to be deleted from the Agreement and shall be of no force or effect, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided that the intent of the parties in entering the Agreement is not materially affected thereby; in which event any one party may give written notice to the other parties of its intent to withdraw from the Agreement.
- 34.2 Notwithstanding the aforesaid, in the event of such deletion, the parties hereto shall negotiate in good faith in order to agree to terms that are mutually acceptable and satisfactory alternative provision(s) in place of the provision(s) deleted.

35 Entire Agreement and Variation

- 35.1 This Agreement, including Schedules, constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement
- 35.2 If any part of this Agreement conflicts with any other part, that part higher in the following list shall take precedence: -

- a the Letter of Award;
- b the terms and conditions contained in the clauses of these General Terms and Conditions;
- c the NMRC Policies
- d the Approved Proposal; and
- e the Application.

36 Contracts (Rights of Third Parties) Act

36.1 Save as expressly stipulated by NMRC in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B 2002 Rev Ed) to enforce any of its terms.