

TERMS AND CONDITIONS OF GENESIS GRANT

Table of Contents

1. General Definitions	3
2. Funding	4
3. Accuracy of Information	4
4. Administration of the Funding	5
5. Commencement of Project	6
6. Team Members	6
7. Milestones and Deliverables	6
8. Disbursement of Funds	6
9. Accounts, Audits and Monitoring	6
10. Return of Unused Funds and Final Statement of Account	7
11. Access to Premises and Records	7
12. Reporting Requirements	7
13. Changes in Project	8
14. Insurance	8
15. Publications of Results and Findings	8
16. Intellectual Property Rights	9
17. Ownership and Use of Assets	9
18. Completion/Extension	9
19. Termination	9
20. Disclaimer of Liability	10
21. Compliance with Law	11
22. General	11
23. Entire Agreement and Variation	12
24. Third Party Contracts (Rights of Third Parties) Act (Cap 53B)	12

1. General Definitions

1.1. In this Contract (as defined below), unless the contrary intention appears—

“Acceptance Form” means the Acceptance Form accompanying the Letter of Award which is to be completed by the Project Lead and Team Members;

“Application” means the application for Funding submitted to Grantor by the Project Lead for and on behalf of his/her Team Members collectively and given the grant number specified in the Letter of Award;

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

“Approved Third Parties” means any publicly funded Project institute, project centre, university, polytechnic or other institute of higher learning;

“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 Project IP or consumables;

“Collaborator” means any company, institution, incorporated body or other industry or academic collaborator, which is not a Project Lead or a Team Member but is to be engaged in the Project in collaboration with the Project Lead or any of them;

“Co-Funder” means any other organisation, 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;

“Contract” means collectively these Terms and Conditions of Internal Grants, the Letter of Award and any schedules attached thereto, Application, any other Annexes and Appendices referred to in the Letter of Award or these General Terms and Conditions Approved Proposal, Guidelines and Policies (which shall be communicated to the Project Lead as applicable);

“Deliverables” means the tangible outcomes of the Project to be achieved by the Project Lead and Team Members as specified in the Approved Proposal and/or Letter of Award;

“Final Progress Report” means the report described in Clause 12.5;

“Final Statement of Account” has the meaning set out in Clause 10.1;

“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 National University of Singapore, acting through its Yong Loo Lin School of Medicine’s (NUSMed) Centre for Medical Education (CenMED);

“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, including but not limited the various ethical and Project guidelines and best practices developed by various authorities nationally and internationally and relating to biomedical projects, including but not limited to the research ethics guidelines issued by the National Medical Ethics Committee ;

“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;

“Team Members” means the Personnel identified as members in the Letter of Award;

“IRB” means the Institutional Review Board;

“Project Lead” means the Team Member identified in the Letter of Award as the overall lead in the conduct of the Project;

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

“Milestones” means the agreed milestones that the Project Lead and Team Members shall achieve as specified in the Approved Proposal and/or Letter of Award;

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

“Project” 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;

“Term” means the term of this Contract, beginning with the project start date for the duration of the Funding as specified in the Letter of Award/Acceptance Form;

“Terms and Conditions of Internal Grants” means the terms and conditions as set out in this document.

“Yearly Progress Report” means the report described in Clause 12.3.

2. Funding

- 2.1. The Funding will be provided during the Term in accordance with the provisions of this Contract. The Project Lead shall use the Funding in accordance with this Contract.
- 2.2. The Project Lead shall use the Funds for and in connection with the Project only and not for any other purpose.
- 2.3. The Investigators shall endeavour to faithfully and diligently carry out or cause to be carried out all necessary work and to devote all necessary time, resources and support to ensure the successful conduct, implementation and completion of the Project in accordance with this Contract and consistent with relevant internationally recognised good practices and ethical standards. The Project Lead shall ensure that the Team Members undertake and properly discharge the foregoing obligations.
- 2.4. The Project Lead shall not solicit or receive any funds or such other means of support for carrying out the Project from any other person, company, body, organisation, or agency (governmental or non-governmental) without Grantor’s prior written consent, such consent not to be unreasonably withheld.

3. Accuracy of Information

- 3.1. The Project Lead 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 Project 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 Project;
- f) omission of information on other funding sources for the Project;
- g) false or inaccurate claims that proper approvals (including IRB approvals, where applicable) have been obtained;
- h) false or inaccurate reports on the progress of the Project and achievement of Milestones and Deliverables;
- i) false or inaccurate reports on the status of collaborations with third parties relating to the Project; 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 Project Lead and Team Members shall ensure that the Project is carried out with due care, diligence and skill and that the Funds are used in accordance with this Contract.
- 4.2. The Project Lead shall be responsible for administering and coordinating all matters relating to the Project, use of the Funds, communications with Grantor, and reporting requirements.
- 4.3. The Project Lead shall be responsible for the following:
 - a) ensuring that all Team Members 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 Project as detailed in the Approved Proposal;
 - c) ensuring that the Team Members adopt the highest achievable standards, exhibit impeccable integrity and follow all prevailing guidelines on good practices in Singapore (or internationally established guidelines, where applicable) in the conduct of the Project;
 - d) monitoring the progress of the Project towards achievement of the Milestones and Deliverables and reporting to Grantor any deviations or anticipated problems which may materially affect the Project;
 - e) ensuring, where applicable, that local IRB, research ethics committee and multi-centre research ethics committee approvals are granted for the Project and that no research requiring such approval is initiated before it has been granted;
 - f) ensuring, where applicable, that all ethics approvals for the are granted including approvals of the relevant animal care and use committee or such other body appointed to deal with ethical issues relating to the care and use of animals in Project;
 - g) ensuring, where applicable, that all necessary regulatory licences or approvals for the Project have been granted prior to the commencement of any work under the Project;
 - h) ensuring that the work under the Project complies with all relevant current laws, government rules and regulations and other applicable guidelines

- i) and procedures including those introduced while work is in progress; ensuring that Grantor is immediately notified in writing of any development that will adversely affect the progress of the Project;
 - j) ensuring that Grantor is immediately notified in writing upon cessation by any Investigator of active involvement in Project or long leave of absence (e.g., sabbatical); and
 - k) ensuring that Grantor is immediately notified in writing if any work carried out using the Funding diverges materially from the Approved Proposal.
- 4.4. The Project Lead shall be responsible for ensuring that Team Members (if they are not NUS staff or students) are aware that they are individually responsible for maintaining appropriate professional indemnity insurance coverage (if mandated under Singapore law). For the avoidance of doubt, the Grantor will not be responsible for the costs of such cover.
- 4.5. Each Team must abide by NUS policies and workflows for ensuring the integrity of Project so that academic misconduct (e.g., plagiarism, falsification of data, improper selection of data) and unethical behaviour can be prevented. The Project Lead shall report to Grantor all incidents or allegations of such academic misconduct or unethical behaviour at the earliest opportunity.
- 4.6 The Project Lead shall submit the Acceptance Form on behalf of his/her team together with all other required documents to Grantor (either electronically or in hardcopy) within the time stipulated.

5. Commencement of Project

- 5.1. The Project Lead shall inform Grantor if work on the Project is unable to commence within three (3) months from the beginning of the Term. The Project shall not commence unless all required regulatory and ethics approvals have been obtained.

6. Team Members

- 6.1. The Project Lead shall ensure that the Team Members conduct the Project with due care, diligence and skill and comply with this Contract.
- 6.2. If any Investigator is unable to continue the Project, the Project Lead shall, subject to the written approval of Grantor, appoint a successor within a reasonable time. In seeking approval, the Project Lead must satisfy Grantor that the proposed successor has the requisite qualifications and skills to continue the Project. In the event that the Project Lead 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

- 7.1. The Project Lead and the Team Members shall use their best efforts to achieve the Milestones and Deliverables as stipulated in the Approved Proposal and/or Letter of Award.

8. Disbursement of Funds

- 8.1. Disbursement of the Funds shall be made in accordance with the prevailing NUS policies and workflows.

9. Accounts, Audits and Monitoring

- 9.1. Each Project Lead shall keep and maintain full and detailed records and accounts relating to the Funding and the Project, including all items of expenditure incurred for or in connection with the Project.
- 9.2. The Project Lead shall be wholly responsible for monitoring the expenditure of the Funding, ensuring that the Funding is utilised in accordance with this Contract and the progress of the Project is satisfactory. In the event that the Funding is not utilised in accordance with this Contract, the Project Lead shall immediately inform the Grantor and provide full details of the same, and take all action necessary to minimise 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 Project Lead and that reports submitted to Grantor are an accurate statement of compliance by the Project Lead. In such event, clause 11 shall apply.

10. Return of Unused Funds and Final Statement of Account

- 10.1. Each Team shall return all unutilised funds (applicable for advance disbursement) and submit a final statement of account ("Final Statement of Account") to Grantor within six (6) months of the completion or termination of the Project, 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 Team.

11. Access to Premises and Records

- 11.1. Pursuant to Clause 9.3, the Project Lead shall, at all reasonable times during the Term and for five (5) years after the expiration or termination of this contract, grant Grantor and its authorised representatives:
 - a) unhindered access to:
 - (i) the Team Members;
 - (ii) premises occupied or used by the Project Lead for the purposes of the Project;
 - (iii) the Assets;
 - (iv) all accounts, records and documents in relation to the Project and Funding and its administration; and
 - b) reasonable assistance to:
 - (i) inspect the performance of the Project; and
 - (ii) make copies of any accounts, records and documents in relation to the Project and Funding and its administration kept by the Project Lead in accordance with Clause 8.1 and remove those copies.

- 11.2. The Project Lead and Team Members shall provide any information relating to the Project required by Grantor for monitoring and evaluation purposes.

12. Reporting Requirements

- 12.1. The Project Lead shall submit the reports and statements set out in this clause 12 in accordance with the contents and format required by Grantor as set out in Schedule 1. Notwithstanding Clauses 12.2 to 12.6, Grantor may vary the reporting requirements

in the Letter of Award. This includes but is not limited to requiring the Project Lead 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 a Team fails to fulfil any requirement set out in this clause 12 within the stipulated timeline or to demonstrate satisfactory progress in the Project, Grantor may discontinue further disbursements of the Funding.

Progress Report

- 12.3. For projects lasting more than 6 months, the Project Lead is required to submit a Progress Report within two (2) weeks from the midpoint of the Project.
- 12.4. Grantor will review the Progress Report against the objectives of the Project as stated in this Contract. The Project Lead will be contacted for further information if the Progress Report is deemed inadequate or unsatisfactory.

Final Progress Report

- 12.5. The Project Lead shall submit to Grantor a final progress report ("Final Progress Report") within one (1) month from the end of the Term. Grantor will review the outcomes against the objective(s) of the Project as stated in this Contract.
- 12.6. If the Project Lead fails to submit the Final Report and/or Final Statement of Account within the stipulated timelines, he/she will be debarred and will not be eligible to submit new GENESIS grant applications as Project Lead for a period starting from the final report submission, and ending one year from the date the overdue Final report and/or Final Statement of Account is received by Grantor.

13. Changes in Project

- 13.1. No material amendments, alterations or changes shall be made to the Project without Grantor's prior written approval. Save as aforesaid, the Project Lead shall notify the Grantor in writing of all other amendments, alterations or changes made to the Project 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 Project.

14. Insurance

- 14.1. Where a Team comprises members who are not NUS staff or students, the Project Lead shall ensure that adequate insurance policies are secured and maintained to cover any liability arising from its participation in the Project including, but not limited to, those required under any applicable legislation. If requested, an Project Lead 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 Project Lead 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 Project.
- 15.2. The Project Lead shall ensure that all publications arising from the Project is made publicly available no later than twelve (12) months after the official date of publication.
- 15.3. All publications shall acknowledge the funding support provided by Grantor and, where appropriate, the scientific and other contributions of the other Project Lead and Team Members in accordance with established norms.

16. Intellectual Property Rights

- 16.1. Unless expressly agreed otherwise, this Contract shall not affect the ownership of any background intellectual property.
- 16.2. Ownership of all Intellectual Property howsoever arising from the Research/Project ("Research/Project IP") shall be determined in accordance with the NUS Policies relating to University Intellectual Property dated 11 March 2009.
- 16.3. Where Collaborators and/or external parties are involved in the Project, the management and exploitation of the Project IP shall be documented in the relevant formal agreement(s).
- 16.4. The Project Lead shall identify and disclose to Grantor details of all such Project IP.

17. Ownership and Use of Assets

- 17.1. Subject to this Clause 17, title and ownership of the Assets will vest in the Grantor. Project Leads shall be responsible for the management and maintenance of the Assets in accordance with the prevailing instructions and/or policies of the Grantor. Save as provided in Clauses 17.2, 17.3 and 17.4, the Assets and Materials shall be used only for the Project. All Assets shall be physically located in Singapore and maintained within the control of the applicable Project Leads during the Term.
- 17.2. The Project Leads may request the Grantor to permit Approved Third Parties to access and use the Assets and the Grantor may approve the request on such terms as the Grantor may in its sole discretion determine. The Project Leads shall be responsible for, *inter alia*, overseeing, coordinating, facilitating and supervising the use of the Assets by the Approved Third Parties and shall be held liable for any loss or damage to the Assets caused by the use of the Assets by the Approved Third Parties.
- 17.3. The Project Lead may use the Assets for purposes other than the Project provided always that such use shall: (i) be allowed only during the times when the Assets are not being used for the Project; and (ii) not impede the Project Lead from meeting his/her obligations and undertakings under this Contract.

18. Completion/Extension

- 18.1. 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 original end of the Term unless there is compelling justification for submission of a late application for extension.

19. Termination

- 19.1. Grantor may terminate the Funding or this Contract upon occurrence of any of the following events:
 - a) any breach of the terms and conditions of this Contract by an Project Lead or any Team Members 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 Project Lead or any Team Members

within ninety (90) days of written notification of such breach by Grantor;

- c) breach of ethics by any Project Lead or Team Members in the conduct of the Project including, but not limited to, ethical rules on patient safety;
- d) work carried out by the Project Lead using the Funding differs materially from the Approved Proposal;
- e) misconduct relating to the Project;
- f) any corruption and/or fraud by the Project Lead and/or Team Members and/or other staff relating to the Project or Funding;
- g) stoppage of work on the Project;
- h) cessation of the Project Lead or any Team Member's active involvement in the Project;
- i) Grantor is of the opinion that the continued performance of the Project is not or no longer viable.

The Project Lead shall immediately inform Grantor upon it becoming aware of the occurrence of any of the above events.

19.2. In the event that this Contract is terminated pursuant to Clause 19.1, Grantor may require the Project Lead to return all or some of the Funds previously disbursed by Grantor.

19.3. Upon termination of this Contract, the Project Lead shall:

- a) take all necessary actions to minimise further expenditure on the Project (up to the termination date); and
- b) return to the Grantor all monies that have not been expended under the Funding.

19.4. If the Project Lead is unable to comply with any term or condition of this Contract by reason of a Force Majeure event beyond the reasonable control of the Project Lead, his/her obligations hereunder shall be suspended during the time and to the extent that the Project Lead is prevented from complying therewith by the Force Majeure event provided that the Project Lead shall have first given written notice to Grantor specifying the nature and details of such event and the probable extent of the suspension. The Project Lead shall use his/her best efforts to minimise 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 Project Lead 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.

19.5. 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 five (5) years.

20. Disclaimer of Liability

20.1. The Grantor shall not be liable to the Project Lead or any Team Members involved in the Project or any other person whatsoever by reason of or arising from the terms and

conditions of this Contract or its approval of the Project or the provision of the Funding or the conduct of the Project by, or any breach, act or default of, the Project Lead and Team Members. Each Project Lead 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 Project Lead and/or his/her Team Members; 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 Project by such Project Lead and/or his/her Team Members.

21. Compliance with Law

21.1. The Project Lead and Team Members 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.

22. General

22.1. The grant of the Funding and this Contract is personal to each Team . The Project Lead 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.

22.2. No partnership or joint venture or other relationship between Grantor and the Project Lead shall be constituted as a result of this Grantor.

22.3. 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.

22.4. 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.

22.5. This Contract shall be governed by and construed in accordance with the laws of the Republic of Singapore. Any Dispute shall be referred to and finally resolved by arbitration in Singapore at the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. A tribunal shall consist of a single arbitrator to be appointed by the SIAC acting in accordance with the SIAC Rules. The language of the arbitration shall be English. The Parties undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

22.6. The Project Lead and all Team Members shall be bound by and will conform with all Guidelines and Policies relating to the Funding and the Project 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 the Project Lead to be updated on the terms thereof following the Grantor's communication of such revisions to the Project Lead.

22.7. Grantor shall be entitled to disclose or otherwise make available to any Co-Funder any information, reports or other subject matter pertaining to the Project that it

receives from the Project Leads or any Team Members.

23. Entire Agreement and Variation

23.1. 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

23.2. 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 this Contract;
- b) the Letter of Award;
- c) Approved Proposal;
- d) Guidelines; and
- e) Policies.

24. 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, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Contract.

Schedule 1 – Reporting Requirements

All submitted project reports shall include information on the following:

1. Number of leadership roles taken up in global networks.
2. Number of keynote presentations and plenary roles taken up at international forums.
3. Details on development of innovative teaching methods and resources.
4. Details on establishment of new institutional collaborations and interdisciplinary partnerships.