

## PROJECT AGREEMENT

This Project Agreement (“**Project Agreement**”) is made on

\_\_\_\_\_

between

(1) [\*]

and

(2) **National Parks Board**, a statutory board constituted under the National Parks Board Act 1996, located at Singapore Botanic Gardens, 1 Cluny Road, Singapore 259569, acting through its [\*], hereinafter referred to as “**NParks**”.

(hereinafter referred to collectively as the “**Project Parties**” or “**Parties**” and individually as a “**Project Party**” or “**Party**”).

**NOW IT IS HEREBY AGREED** as follows:

### 1. SCOPE

1.1 The Project Parties agree that the terms and conditions of the Singapore Public Sector Organisations Master Research Collaboration Agreement with an Effective Date of 1 April 2018 (hereinafter referred to as the “**Master Agreement**”) shall, unless otherwise expressly stated herein, apply to and govern this Project Agreement. The Project Parties hereby confirm and accede to the Master Agreement as if they were a party thereto, and shall be treated as if they were a signatory of the Master Agreement and as if the Master Agreement were part of this Project Agreement, and the rights and obligations of the Project Parties shall be construed accordingly.

1.2 In consideration of the mutual covenants and provisos herein, each of the Project Parties undertakes to perform the Project in accordance with the Work Plan specified in Annex A to this Project Agreement in accordance with the terms of the Master Agreement and this Project Agreement.

1.3 All terms and references used in the Master Agreement and which are defined in the Master Agreement but are not defined in this Project Agreement shall, unless the context otherwise requires, have the same meaning and construction when used in this Project Agreement. In the event of any inconsistency or ambiguity between the terms of the Master Agreement and this Project Agreement, the terms of this Project Agreement shall prevail.

### 2. PRINCIPAL INVESTIGATORS

The Project will be supervised and co-ordinated by [insert PI name] on behalf of [\*] (“[\*] PI”) and [insert PI name] on behalf of NParks (“NParks PI”).

### 3. CONDITIONS

3.1 Each of the Project Parties shall make the manpower, equipment, funding and other contributions as specified in the Work Plan.

- 3.2 Each Project Party shall be responsible for its own taxes, including all and any Goods and Services Tax payable on any amount invoiced to it under this Project Agreement.

#### 4. REVIEW MEETINGS

The Project Parties agree to hold meetings every three (3) months during the Term, or such other period as may be agreed between the Project Parties in writing, to review the implementation of the Project.

#### 5. IMPLEMENTATION TIME SCHEDULE

The Project Parties shall perform the Project in accordance with the project schedule as set out in the Work Plan.

#### 6. DELIVERABLES

The Project Parties shall upon completion of the Project provide the Deliverables required of each of them as specified in the Work Plan, within the Term.

#### 7. EFFECTIVE DATE

This Project Agreement shall take effect on [insert effective date] and continue thereafter for a term of [insert duration] (“**Term**”).

#### 8. TERMINATION

- 8.1 Either Project Party (hereinafter referred to as the “**Terminating Party**”) may terminate this Project Agreement:

(a) in the event of the other Project Party (hereinafter referred to as the “**Other Party**”) being in breach of any material term of the Master Agreement or this Project Agreement, such breach being either incapable of rectification or where capable of being rectified, is not so rectified within thirty (30) days of receipt of notice by the Terminating Party; or

(b) in the event the Other Party:

- (i) has a receiver, manager, judicial manager or an administrator appointed on behalf of a creditor over all or a substantial part of its assets;
- (ii) enters into an arrangement with or compounds or convenes a meeting with its creditors;
- (iii) being a company, shall pass a resolution to enter into liquidation or the courts shall make an order that the company be compulsorily wound up (other than for the purposes of amalgamation or reconstruction);
- (iv) is subject to the supervision of the court, either involuntarily; or otherwise;
- (v) ceases or threatens to cease for any reason whatsoever to carry on its business; or
- (vi) is unable to pay its debts as defined in the Insolvency, Restructuring and Dissolution Act 2018 or takes or suffers any

similar action in consequence of debt, where such termination is not prohibited by applicable law.

- 8.2 Any expiry or termination of this Project Agreement shall not affect the accrued rights of the Project Parties before the expiry or termination date. Sections 8.2, 9, 10 and 11 shall survive any expiry or termination of this Project Agreement.

## **9. OWNERSHIP AND COMMERCIALISATION OF FOREGROUND IP**

- 9.1 [\*] acknowledges that NParks has made various Contributions (inventive and otherwise) to the Project. Notwithstanding these Contributions, NParks has agreed to the arrangements on ownership and commercialisation of Foreground IP, as well as on the sharing of revenue, as set out in this Project Agreement.
- 9.2 Notwithstanding section 7.3 and subject to section 7.9 of the Master Agreement, all Foreground IP resulting from the Inventive Contributions of either Project Party shall be owned exclusively by [\*], unless otherwise agreed between Project Parties. Notwithstanding the foregoing, Project Parties shall submit a written technology disclosure in respect of any Foreground IP, as required under section 7.2 of the Master Agreement.
- 9.3 Further to Section 7.10 of the Master Agreement, the rights granted to each Project Party and its Affiliates pursuant to Section 7.9(b) of the Master Agreement shall, where such Project Party has a statutory function or is acting under the direction of the Government, be read to include the right to use and to allow any Third Party the right to use the Foreground IP to enable such Project Party to fulfil its statutory functions, powers, duties and/or activities directed by the Government, whether or not such statutory functions, powers, duties and/or activities have a commercial or non-commercial purpose.
- 9.4 Pursuant to section 7.5 and 8.2 of the Master Agreement, the Project Parties agree that [\*] shall take the lead in the protection, maintenance, and commercialisation of Foreground IP arising under this Project, and all Applications arising from the protection and maintenance of Foreground IP shall be filed in the sole name of [\*].
- 9.5 To avoid doubt and notwithstanding section 7.7 of the Master Agreement, all costs and expenses arising from such protection, maintenance, and commercialisation of Foreground IP shall be borne by [\*] and NParks shall not be liable for any such costs and expenses relating thereto.
- 9.6 [\*] shall use reasonable efforts to commercialise the Foreground IP within three (3) years of the filing of an Application and shall inform NParks if it is unable to commercialise the Foreground IP within the period. The Project Parties shall discuss in good faith and mutually agree on an appropriate commercialisation plan, including but not limited to NParks taking over the commercialisation of the Foreground IP or Parties agreeing that commercialisation of the Foreground IP is not viable. Notwithstanding sections 7.9(b) and 7.10 of the Master Agreement, NParks may elect to request for an exclusive, worldwide licence to commercialise the Foreground IP on terms and conditions to be agreed upon by the Parties (save for the revenue sharing ratio below) and NParks agrees to solely bear the expenses incurred on and after the date of such exclusive licence.

9.7 In the event that the Project Parties have mutually agreed in Clause 8 of Annex A of this Project Agreement that there will be no commercialisation of the Foreground IP, all obligations under this Project Agreement (including the Master Agreement) in relation to the commercialisation of the Foreground IP shall not apply.

## 10. REVENUE SHARING

10.1 Pursuant to section 8.6 of the Master Agreement, in the event that the Project Parties proceed with commercialisation, the total annual gross revenue shall be shared by the Project Parties as follows:

[*]:	95%
NParks:	5%

[\*] shall report such total annual gross revenue to NParks on a yearly basis.

In the event that NParks obtains an exclusive, worldwide licence to commercialise the Foreground IP pursuant to section 9.6, the total annual gross revenue shall be shared by the Project Parties as follows:

[*]:	5%
NParks:	95%

## 11. LIMITATION OF LIABILITY

11.1 NParks does not warrant the safety or suitability of any location in which any research or survey is carried out. Each Party shall be responsible for the personal safety of its own staff, including, without limitation, its officers, employees, students, invitees, agents, personnel and volunteers (collectively, "Personnel") at all times during the Project, including during field trips, dives and any other outdoor activities that may involve inherent dangers. Each Party shall, where necessary, purchase and maintain adequate insurance for its own Personnel in respect of personal injury including death or paralysis, any damage to or loss of property real or personal arising out of or in the course of or by reason of the carrying out of the Project. No Party shall be liable to the other for any claims, damages or loss arising out of the Project in this respect.

11.2 Without prejudice to section 11.1, the total aggregate liability of a Project Party to this Project Agreement in respect of all claims, losses, damage, costs, or expenses incurred by any other Project Party hereto as a result of any act, default or breach of any of the terms of this Project Agreement, the Master Agreement or any work undertaken pursuant to the same or any obligation hereunder shall be limited to a sum equivalent to the amount of the Project funding which has been disbursed by NParks to [\*] pursuant to Clause 6.2 of Annex A.

## 11A. DATA PROTECTION AND CYBERSECURITY REQUIREMENTS

11A.1 Cybersecurity Requirements

(a) [\*] shall implement cybersecurity controls in accordance with the national programme and standard, SG Cyber Safe, and must ensure that systems and processes involved in the performance of this Project Agreement meet the cybersecurity requirements outlined in the 'Cyber

Essentials Mark certification document' as published on the website of the Cyber Security Agency of Singapore ("CSA") and updated from time to time.

- (b) NParks reserves the right to request [\*] to obtain the Cyber Essentials Mark certification on the systems and processes involved in the performance of this Project Agreement, at any point throughout the Term. Upon NParks' request, [\*] shall apply for certification from any of the certification bodies appointed by the CSA and produce the certification along with the audit / assessment report within 3 months from the date of such request. The certification must also be valid throughout the entirety of the Term, including any extensions to the project.
- (c) At the end of the Term, [\*] shall carry out the activities listed in the Vendor Exit Checklist set out at Appendix 4. [\*] shall fill up and sign a copy of the said Vendor Exit Checklist and return the same to NParks within 14 days from the end of the Term.
- (d) [\*] shall submit to NParks a copy of the Cyber Trust Mark Tier 5 certification or higher attained by [\*] within 30 days of the date of this Project Agreement. Thereafter, [\*] shall submit the abovementioned certification annually within 30 days of [\*] renewing the same.
- (e) NParks reserves the right to request [\*] to engage auditors at [\*]' expense at any time during the project duration and up to 3 years after the end of project, to conduct an audit to assess [\*]' compliance with the cybersecurity clauses set out in this section 11A, should NParks deem it necessary. [\*] shall comply and submit an audit report in such form and in accordance with such terms of reference as may be prescribed by NParks, within 3 months of the audit request.
- (f) [\*] (including its subcontractors) shall declare and submit all registered corporate websites and the URLs of any e-services used in the performance of this Project Agreement for cybersecurity posture evaluation.
- (g) NParks reserves the right to require [\*] to implement additional cybersecurity requirements and obtain the necessary certifications in relation thereto in the event that there is a change in the scope of the Project.

11A.2 In the event of a cyberattack and/ or a data breach, NParks reserves the right to request for further information, including the following:

- (a) An attestation or official representation/ statement provided by [\*] or an independent certified forensic investigator on the impact to NParks within the timeline according to severity stipulated by Ministry of Education; and
- (b) Where NParks is of the opinion that there has been impact to NParks, a full forensic investigation report issued by an independent certified forensic investigator on the incident within the timelines according to severity stipulated by Ministry of Education. Such [\*] or independent certified forensic investigator engaged by [\*] shall be competent and hold a certification by a recognised professional organisation, including

Certified Computer Examiner (CCE), Certified Forensic Computer Examiner (CFCE), GIAC Certified Forensic Analyst (GCFA), and Certified Cyber Forensics Professional (CCFP).

11A.3 In the event that [\*] fails to meet the cybersecurity and/or data security requirements stipulated in this section 11A or breaches any related cybersecurity and/or data security obligation, NParks may, at its discretion and notwithstanding anything in Clause 6.3 of Annex A, postpone any disbursement of funds until [\*] satisfactorily rectifies the cybersecurity and/or data security breaches. The specific duration of the postponement shall be determined by the severity and duration of the breach, subject to negotiation and agreement between the Project Parties.

## 12. NOTICES

12.1 Any notice or communication required or permitted under this Project Agreement shall be sent to the address stipulated below:

### For [\*]

#### **Scientific/Technical Matters and Project Management Matters:**

Name:  
Address:  
Phone:  
E-mail:

#### **Contractual Matters:**

Name:  
Address:  
E-mail:

#### **Intellectual Property Matters:**

Name:  
Address:  
E-mail:

### For NParks

#### **All Project Matters:**

Name:  
Address:  
E-mail:

## 13. OTHER CONDITIONS

13.1 Any media release, media publication or announcement by a Project Party, whether in the press, internet or any other form of media platform whatsoever, whether or not solicited by the media, or by way of response to questions, comments, feedback or queries from the media or otherwise, that arises from or is with reference to this Project Agreement, including, without limitation, the research carried out, any discoveries, progress or developments thereunder,

shall be subject to the other Project Party's prior written approval, which shall not be unreasonably withheld or delayed.

- 13.2 [\*] agrees to direct media queries, feedback and comments arising from or related to this Project Agreement to NParks for its response and/or action thereon.

### **13A. PUBLICATIONS**

- 13A.1 In the spirit of collaboration, the Project Parties support joint authorship of publications. Where a publication or presentation is co-authored by personnel of both Project Parties, such co-authors will be named in the publication or presentation, reflecting the contributions of both Project Parties. Authorship attribution for each publication or presentation shall be determined and agreed by the Project Parties.

### **14. ELECTRONIC EXECUTION**

- 14.1 This Project Agreement may be executed electronically by digitally signing in a portable document format ("**PDF**") by way of using the "Fill and Sign" function, or other mutually agreeable form of electronic signature and such electronic signature shall be treated as valid.



**ANNEX A**

**WORK PLAN**

“<Title of Project>”

**1. INTRODUCTION**

*[Describe the context of the proposed research and explain why the project is needed.]*

**2. SCOPE OF WORK**

*[State the objectives of the project. Describe and justify research methods.]*

Objectives:

- 1.
- 2.

**3. PROJECT SCHEDULE**

*[Insert a table showing key project milestones and expected time requirements.] For example:*

Item	Task	Who	Projected Completion Date
1	[insert task 1]		
2	[insert milestone 2]		
3			
4			
5			
6			
7			

OR

Milestone	Year 1				Year 2			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
[Insert task 1]								
[Insert milestone 1]								

**4. DELIVERABLES**

*[State the intended outcomes and deliverables of the project. Describe plans for practical implementation of the results.]*

**5. RESOURCE CONTRIBUTIONS FROM EACH PROJECT PARTY**

*[State the in-kind or existing resources that each party will contribute to the project. If the project does not involve in-kind contributions from Parties, this section can be removed.] For example:*

*Party One will contribute manpower/equipment/etc. to the project ... will make available equipment, resources, infrastructure, etc.*

<b>Item</b>	<b>Description</b>	<b>Estimated Value (SGD\$)</b>
<b>A Manpower (EOM)</b>		
1	[insert in-kind contribution 1]	\$(value)
<b>B Equipment (EQP)</b>		
1	[insert in-kind contribution 1]	\$(value)
2	[insert in-kind contribution 2]	\$(value)
<b>C Other Operating Expenses (OOE)</b>		
1	[insert in-kind contribution 1]	\$(value)
2	[insert in-kind contribution 2]	\$(value)
<b>TOTAL</b>		\$(value)

*Party Two will contribute manpower/equipment/etc. to the project ... will make available equipment, resources, infrastructure, etc.*

<b>Item</b>	<b>Description</b>	<b>Estimated Value (SGD\$)</b>
<b>A Manpower (EOM)</b>		
1	[insert in-kind contribution 1]	\$(value)
<b>B Equipment (EQP)</b>		
1	[insert in-kind contribution 1]	\$(value)
2	[insert in-kind contribution 2]	\$(value)
<b>C Other Operating Expenses (OOE)</b>		
1	[insert in-kind contribution 1]	\$(value)
2	[insert in-kind contribution 2]	\$(value)
<b>TOTAL</b>		\$(value)

**6. CASH CONTRIBUTIONS FROM EACH PROJECT PARTY**

**6.1 Budget Breakdown**

Funding for the Project will be provided by NParks. NParks shall pay [\*] [insert value] in accordance with the payment schedule stated in Clause 6.2 of this Annex A. For the avoidance of doubt, this sum is inclusive of 30% overhead cost and any input tax (as defined in the Goods and Services Tax Act 1993) or other taxes that may be incurred and paid by [\*], as may be applicable to the Project, but shall exclude any output tax (as defined in the Goods and Services Tax Act 1993) charged by [\*].

<b>Item</b>	<b>Description</b>	<b>Cost (SGD\$)</b>
<b>A [Insert budget category 1]</b>		
1	[insert budget sub-category 1]	\$(value)

<b>B</b>	<b>[Insert budget category 2]</b>	
1	[insert budget sub-category 1]	[\$value]
2	[insert budget sub-category 2]	[\$value]
<b>C</b>	<b>[Insert budget category 3]</b>	
1	[insert budget sub-category 1]	[\$value]
2	[insert budget sub-category 2]	[\$value]
<b>D</b>	<b>[Insert budget category 4]</b>	
1	[insert budget sub-category 1]	[\$value]
2	[insert budget sub-category 2]	[\$value]
	SUB-TOTAL	[\$value]
	Overhead (30%)	[\$value]
<hr/>		
	TOTAL	[\$value]
<hr/>		

## 6.2 Payment Schedule

Item	Event	Project Timeline (cumulative mos.)	Amount (SGD\$)
1	[insert payment event 1]	[insert duration]	[\$value]
2	[insert payment event 2]	[insert duration]	[\$value]
3	[insert payment event 3]	[insert duration]	[\$value]
4	[insert payment event 4]	[insert duration]	[\$value]

## 6.3 Budget Notes

- 6.3.1 The Project Parties shall provide the relevant funding and/or contribution to the Project and make payment in accordance with the terms of Clause 6 of Annex A.
- 6.3.2 NParks shall reimburse any relevant taxes (such as input tax as defined in the Goods and Services Tax Act 1993) incurred and paid by [\*] for the supply of goods and services required for the Project on a cost recovery basis.
- 6.3.3 Throughout the Term of the Project Agreement, [\*] shall maintain adequate progress reports, financial records and implement proper financial safeguards on the use of the funds contributed by NParks to this Project (the "**Project Funds**"), including:
- (a) ensuring as far as possible, that in the purchase or procurement of any equipment, software or materials required for the Project, the fundamental principles of Government procurement (i.e. transparency, value for money and open and fair competition), and [\*]'s procurement policies are complied with;
  - (b) keeping accurate and up-to-date records of all expenditure including, but not limited to, receipts, payment vouchers, and invoices;
  - (c) ensuring that adequate accounts and records exist regarding any financial transactions that have been carried out in relation to the Project, including salary statements for manpower costs;
  - (d) implementing such financial safeguards on the use of the Project Funds as may be necessary such as proper signatories thereto;

- (e) providing the progress reports and statements of its Project expenditure to NParks in accordance with Clause 6.3.7 below;
- (f) engaging auditors at [\*]'s expense, at the conclusion of the Project, to perform an audit of all transactions made and items of expenditure incurred by [\*] for the purposes of the Project. The audit report shall be submitted in the format and in accordance with the terms of reference prescribed at Appendix 3 of Annex A.

6.3.4 In addition to the requirements set out under Clause 6.3.3 above, in the event that any clarification is required or if it is necessary to correct any discrepancy or determine [\*]'s compliance with the requirements of this Project Agreement, NParks reserves the right to:

- (a) inspect all relevant records, accounts, and reports kept or submitted by [\*] to NParks pursuant to this Clause 6 ("Documents") upon giving [\*] advance written notice of not less than fourteen (14) days ("the Inspection"). In the event NParks has queries on any Documents during or after the Inspection, [\*] shall provide reasonable assistance in furnishing answers to the queries and, where appropriate, rectify the Documents to correct a discrepancy within a reasonable time; and/or
- (b) appoint external auditors ("Audit Agents"), at NParks' sole expense, at any time during the Term and five (5) years after the Term, to conduct an on-site audit ("the Audit") during regular working hours to ensure that the terms of this Project Agreement are being, or were, met and that reports and all information submitted to NParks by [\*] are accurate, correct, and not misleading. [\*] shall ensure that the Audit Agents are given full access to all accounts, records, documents, assets, and premises in connection with the Project, and shall provide NParks and its Audit Agents all reasonable cooperation and assistance in connection with the Audit. The Parties shall bear their own respective costs and expenses incurred in respect of compliance with the obligations under this Clause 6.3.4, unless the Audit identifies a material breach or default of this Project Agreement, in which case [\*] shall reimburse NParks for all reasonable costs incurred in connection with that Audit. The access and audit rights in this Clause 6.3.4 are subject to fourteen (14) days' prior written notice and the confidentiality obligations and security procedures of [\*].

6.3.5 Subject to the provisions of Clauses 6.3.6, 6.3.7 and 6.3.8, NParks shall disburse the Project Funds to [\*] in accordance with the payment milestones described in the payment schedule set out in Clause 6.2 of Annex A.

6.3.6 NParks shall make all disbursements of the Project Funds to [\*] on a reimbursement basis, unless otherwise agreed according to the payment schedule set out in Clause 6.2 of Annex A. Where payments are made on a reimbursement basis, such disbursements shall be made at the end of the respective tranche, provided always that all tranches of disbursements shall include a 30% overhead allowance where the same is provided in Clause 6.1 of Annex A and the total disbursements made by NParks shall not exceed the sum of the maximum cumulative funds budgeted in accordance with the payment schedule in Clause 6.2 of Annex A at any point in time.

6.3.7 In order to make a claim on the Project Funds at each payment milestone (other than the first tranche of disbursement, if applicable), [\*] shall submit to NParks

its progress report and statement of expenditure for the said tranche as set out in the formats prescribed at Appendix 1 and Appendix 2 of Annex A, respectively, and duly endorsed by the relevant required signatories. NParks shall disburse the Project Funds to [\*] only upon NParks' acceptance and approval of [\*]'s progress report and when NParks is satisfied that the items of expenditure set out in [\*]'s statement of expenditure correspond with the categories of expenditure for the Project as set out in Clause 6.1 of Annex A. In the event that [\*] wishes to vary the Project costs or budget of any category of funding described in Clause 6.1, [\*] shall obtain NParks' prior written approval which approval shall not be unreasonably withheld, provided that such variation is required to better achieve the deliverables and objective of the Project.

- 6.3.8 In addition to the requirements set out under Clause 6.3.7 above, the final tranche of disbursement of funds (made in relation to the final claim for the Project) shall be subject strictly to NParks' approval and acceptance of the final report (comprising the deliverables as described in Clause 4 of Annex A) and the audit report described in Clause 6.3.3 above, provided always that the final report and the audit report must be submitted within six (6) months from the expiry or earlier termination of the Term (as the case may be). To avoid doubt, no disbursement shall be made by NParks if the final report and the audit report are not accepted by NParks, even if the final report and the audit report is submitted within six (6) months from the expiry or earlier termination of the Term. In the event that there is a discrepancy between the Project expenditure claimed by [\*] and the audited expenditure amount, NParks shall make the necessary adjustments at the time of the final tranche of disbursement and [\*] shall be reimbursed only for the quantum of the audited expenditure amount which is unreimbursed at that point in time or up to the maximum cumulative funds budgeted in accordance with the payment schedule, whichever is lower.

#### **6.4 Project Materials**

- 6.4.1 [\*] shall maintain a comprehensive inventory of the equipment, software and materials purchased for the Project using the Project Funds ("Project Materials") and ensure the Project Materials are kept in a good and serviceable condition, fair wear and tear excepted.
- 6.4.2 [\*] shall also bear the risk and cost of all repairs in relation to the Project Materials and ensure that the [\*] PIs and their Project team use the Project Materials with proper care during the Term.
- 6.4.3 [\*] shall not sell, dispose of, mortgage, pledge, encumber, hire-out, sub-let, part with possession of or otherwise deal in any way with the Project Materials or any part thereof, subject to Clause 6.4.4.
- 6.4.4 For the avoidance of doubt,
- (a) during the Term, all title, rights and interest to or in Project Materials shall remain vested in [\*], and [\*] shall use the Project Materials solely for the purpose of the Project; and
  - (b) within one (1) month of the expiry or earlier termination of this Project Agreement, NParks may write to [\*] to request for the return of any or all of the Project Materials. Upon receipt of NParks' request, [\*] shall within 30 days assign all title, rights and interest to or in the specified

Project Materials to NParks, with such assignment to be at no cost to NParks. Notwithstanding the foregoing, at NParks' option, the Project Parties may negotiate in good faith in order to agree on a mutually acceptable alternative arrangement as to the use of the Project Materials. For the avoidance of doubt if NParks does not request for the return of the Project Materials within the stipulated time, all title, rights and interest to or in such Project Materials shall remain vested in [\*].

**7. BACKGROUND INTELLECTUAL PROPERTY**

*(Provide a list of each Project Party's Background IP to be utilized in this project, if applicable.)*

[\*] : Yes/ No

NParks : Yes/ No

**8. FOREGROUND INTELLECTUAL PROPERTY**

*(Indicate the likelihood of protectable IP from this Project and the likelihood of commercialising/licensing the discovery/invention from this Project.)*

**Patentable invention**

*Yes/ No/ Unlikely/ Possible*

**Other forms of IP (e.g.: Proprietary Know-How/Copyright)**

*Yes/ No/ Unlikely/ Possible*

**Commercialisation**

*Yes/ No/ Unlikely/ Possible*

**Appendix 1**  
**Progress Report**

1. Project information

Title of project	
Principal Investigator	
Research Collaborator	
Reporting Period	
Project Duration (Start date – End date)	

2. Project progress (use additional pages if necessary)

Current status and extent to which project objectives have been achieved (Please attach charts/photographs/specifications / brochures/ guidelines when appropriate)
Deliverables/ Milestones achieved to-date
Reasons for any delay, difficulties or significant changes to original proposal including details of planned remedial actions

Key activities and deliverables for the remaining project period

I hereby declare that this progress report provided is true and correct.

\_\_\_\_\_  
Signature of Principal Investigator  
/ Project Lead (Research Collaborating Organization)

\_\_\_\_\_  
Signature of  
representative from  
Research Collaborating  
Organization (Deputy  
Dean in  
Research/Department  
Head)

\_\_\_\_\_  
Name (in BLOCK LETTERS)

\_\_\_\_\_  
Name (in BLOCK  
LETTERS)

\_\_\_\_\_  
Official Stamp/ Date

\_\_\_\_\_  
Official Stamp/ Date

**Appendix 2**

**STATEMENT OF EXPENDITURE**

Claim Form 1a

Research Collaborator : [\*]  
 Claim Number : [Insert claim number]  
 Claim Period : From [insert start date] to [insert end date]  
 Total Project Budget : [Insert value]

Principal Investigator : [Insert PI name]  
 Project Title : [Insert project title]  
 Project Start Date : [Insert date]  
 Project End Date : [Insert date]

Cost Item	Budgeted	Cumulative Disbursement			Current Reimbursement Request		Remarks
	Project Amount \$	Actual Expenses \$	Amount Disbursed \$	Project Balance \$	Actual Expenses \$	Claim Amount \$	
<b>[Insert budget category 1]</b>							
[insert budget sub-category 1]	0.00	0.00	0.00	0.00	0.00	0.00	
[insert budget sub-category 2]	0.00	0.00	0.00	0.00	0.00	0.00	
<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	
<b>[Insert budget category 2]</b>							
[insert budget sub-category 1]	0.00	0.00	0.00	0.00	0.00	0.00	
[insert budget sub-category 2]	0.00	0.00	0.00	0.00	0.00	0.00	
<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	
<b>[Insert budget category 3]</b>							
[insert budget sub-category 1]	0.00	0.00	0.00	0.00	0.00	0.00	
[insert budget sub-category 2]	0.00	0.00	0.00	0.00	0.00	0.00	
<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	
<b>[Insert budget category 4]</b>							
[insert budget sub-category 1]	0.00	0.00	0.00	0.00	0.00	0.00	
[insert budget sub-category 2]	0.00	0.00	0.00	0.00	0.00	0.00	
<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Overhead (30%)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

We hereby certify that the statement and the accompanying supporting documents are correct and according to the terms and conditions of the Project Agreement, and that they have been verified against their original source documents. We also certify that we have not sought, and will not seek, reimbursement for the same item of expenditure under any other incentives from any other Government agency.

Signature (with Stamp of organization) :  
 Principal Investigator:  
 Date :  
 Tel :

Signature (with Stamp of organization) :  
 Director/ Finance :  
 Date :  
 Tel :

Note: Claim Forms 1a and 1b are provided for illustrative purposes only. Upon request, the actual forms will be provided by NParks.

**BREAKDOWN OF FUND REQUEST**

**Claim Form 1b**

Period of Claim: From *[insert start date]* to *[insert end date]*

Qualifying Items	Actual Expenses \$
<b>[Insert budget category 1]</b>	
<i>[Insert budget sub-category 1]</i>	
<i>Subtotal</i>	0.00
<b>[Insert budget category 2]</b>	
<i>[Insert budget sub-category 1]</i>	
<i>Subtotal</i>	0.00
<b>[Insert budget category 3]</b>	
<i>[Insert budget sub-category 1]</i>	
<i>Subtotal</i>	0.00
<b>[Insert budget category 4]</b>	
<i>[Insert budget sub-category 1]</i>	
<i>Subtotal</i>	0.00
<b>Overhead (30%)</b>	<b>0.00</b>
<b>TOTAL</b>	<b>0.00</b>

Notes: All expenditures should be itemized and categorized. Only goods and services delivered and paid within the Project period are supported. Reimbursement is only allowed for items paid and not for those accrued. All claims must be submitted together with the Progress Report. The totals in Form 1a must correspond with the figures in Form 1b.

## Appendix 3

### Format for Auditor's Report

National Parks Board  
Singapore Botanic Gardens  
1 Cluny Road  
Singapore 259569

We have performed the procedures in accordance with the Terms of Reference on the Statement of Expenditure incurred by [\*] (the "Research Collaborating Organisation") for the project period from \_\_\_\_\_ (start date) to \_\_\_\_\_ (end date). This is in connection with the [insert title of Project]. Our engagement was undertaken in accordance with the Singapore Standard on Related Services SSRS 4400 *Engagements to Perform Agreed-upon Procedures Regarding Financial Information*.

The procedures were performed solely to assist you in evaluating whether the amounts shown on the attached statement are in accordance with the documents and records kept by the Research Collaborating Organisation and whether those amounts have been included in accordance with the terms and conditions specified by National Parks Board in their Project Agreement dated [insert date of Agreement execution].

We report our findings below:

- (a) With respect to item 1 of the Terms of Reference, we found no exceptions from performing the procedures (a) to (h), and ensured that such procedures cover at least 85% of the value claimed in the statement.
- (b) With respect to item 2 of the Terms of Reference, we found that related party claims are excluded from item categories that prohibit related party transactions, unless otherwise stated as Parties to the agreement at the start of the project.
- (c) With respect to item 3 of the Terms of Reference, we have enquired and are not aware of any sale/lease/disposal of equipment that is funded by National Parks Board during the execution of the project.
- (d) With respect to item 4 of the Terms of Reference, we confirm that there is no going concern matter included in the latest audit report of the Research Collaborating Organisation.

*(Detail the exceptions if any)*

Our report is solely for the purpose set forth in the second paragraph of this report and for your information and is not to be used for any other purpose or to be distributed to any other parties unless authorised by National Parks Board. This report relates only to the accounts and items specified above and do not extend to any financial statements of the Research Collaborating Organisation, taken as a whole.

\_\_\_\_\_  
Public Accountants and Chartered  
Accountants Singapore

\_\_\_\_\_ (date)

## **Terms of Reference for Auditor's Report**

- 1) Check that:
  - (a) Items and amount claimed are in accordance with the terms and conditions of the Project Agreement (and variation agreement, if any).
  - (b) Items claimed are used for the project as stated in the Project Agreement, unless otherwise stated.
  - (c) Items claimed by the Research Collaborating Organisation are accurately recorded in all the claim forms and schedules, and in accordance with the books and records maintained by the Research Collaborating Organisation.
  - (d) Description and authenticity of items claimed are valid by agreeing to appropriate source documents and other records.
  - (e) Claims agree to the appropriate source documents e.g. invoice, personnel and payroll records, etc.
  - (f) Claims are made upon disbursement of cash by the Research Collaborating Organisation, and do not include those that are purely accounting entries without cash outlays (e.g. accruals, depreciation).
  - (g) All items claimed are incurred and paid within the project period as per the terms and conditions of the Project Agreement (and variation agreement, if any).
  - (h) Equipment claimed exists through physical sighting at the date of visit and are installed/operating as stipulated in the Project Agreement.

The procedures as listed above from (a) to (h) should cover at least 85% of the value claimed in the statement.

- 2) Check that item categories that prohibit related party transactions do not include related claims, unless otherwise stated as Parties to the agreement at the start of the project.
- 3) Enquire and report on any sale/lease/disposal of the equipment, if applicable, that is funded by National Parks Board during the execution of the project.
- 4) The auditors shall highlight any going concern issues raised in the latest audit report of the Research Collaborating Organisation.
- 5) In the event that errors and deviations are found, the auditors shall report accordingly and provide details.
- 6) The Research Collaborating Organisation shall maintain the conditions prescribed in the Project Agreement until the end of the project period.

**Appendix 4**

**Vendor Exit Checklist**

**Purpose**

The purpose of the Vendor Exit Checklist is to ensure a systematic and comprehensive procedure is in place when concluding contracts or engagements with our vendors. This process is paramount to safeguarding the integrity, confidentiality, and security of and its Agency’s data and intellectual property. The checklist provides clear guidelines and protocols to vendors, ensuring that all data shared during the term of the contract is appropriately handled, returned, or destroyed, minimising any risk of unauthorised access, breaches, or leaks.

**Instruction**

- 1. Review each activity in the Exit Checklist section and ensure that it has been completed before marking them as “Completed”.
- 2. If an activity is not applicable (based on the reference column), please mark it as “Not applicable” and provide your justifications under the Remarks column.
- 3. Provide your signature on the Vendor Declaration section.
- 4. Submit this document to the respective Contract Owner.

**Vendor information**

<b>Vendor Name:</b>	
<b>Vendor UEN:</b>	
<b>Contract Title:</b>	
<b>Contract No.:</b>	
<b>Contract End Date:</b>	

## Vendor Exit Checklist

No.	Activity	Completed	Not applicable	Remarks
1	The organisation has performed full backup of its Agencies' data, and the backups have been handed over to its Agencies.	<input type="checkbox"/>	<input type="checkbox"/>	
2	The organisation has reviewed its Asset Inventory Map and removed all references to its Agencies' data assets and flows.	<input type="checkbox"/>	<input type="checkbox"/>	
3	The organisation has reviewed its inventory of sensitive or business-critical data and removed all references to its Agencies' data.	<input type="checkbox"/>	<input type="checkbox"/>	
4	The organisation has performed a full backup <sup>1</sup> and destroyed all Data Protection Impact Assessments records that were conducted by the organisation pertaining to processing of its Agencies' data.	<input type="checkbox"/>	<input type="checkbox"/>	
5	The organisation has destroyed all policies and processes <sup>2</sup> that document approach to managing its Agencies' systems & data.	<input type="checkbox"/>	<input type="checkbox"/>	
6	The organisation has performed a full backup <sup>1</sup> and destroyed all records of individuals' request for: a) withdrawal of consent for collection, use and disclosure of personal data; b) correction of personal data; and c) access to their personal data	<input type="checkbox"/>	<input type="checkbox"/>	
7	The organisation has destroyed all records of queries/complaints it received on the collection, use and disclosure of personal data it collected/processed on behalf of its Agencies.	<input type="checkbox"/>	<input type="checkbox"/>	
8	The organisation has securely destroyed/deleted its Agencies' data <sup>3</sup> .	<input type="checkbox"/>	<input type="checkbox"/>	
9	The organisation has ensured data transferred to a third party overseas has been securely destroyed/deleted.	<input type="checkbox"/>	<input type="checkbox"/>	
10	The organisation has updated its asset inventory to remove any references to its Agencies' hardware and software assets.	<input type="checkbox"/>	<input type="checkbox"/>	
11	The organisation has securely disposed all hardware assets that processes its Agencies' data	<input type="checkbox"/>	<input type="checkbox"/>	
12	The organisation has handed over all user accounts and credentials <sup>1</sup> to its Agencies.	<input type="checkbox"/>	<input type="checkbox"/>	

## Vendor Exit Checklist

13	The organisation has removed all references to its Agencies' systems in its IT and security monitoring systems	<input type="checkbox"/>	<input type="checkbox"/>	
14	The organisation has returned all security badges <sup>2</sup> assigned by its Agencies.	<input type="checkbox"/>	<input type="checkbox"/>	
15	The organisation has returned all Government Standard Image Build (GSIB) devices and other equipment provided by the its Agencies to fulfil services stipulated in the contract has been returned.	<input type="checkbox"/>	<input type="checkbox"/>	
16	The organisation has returned all security badges <sup>4</sup> .	<input type="checkbox"/>	<input type="checkbox"/>	
17	For government-owned system developed and managed by the organisation, the organisation has handed over a list of pending security vulnerabilities and issues that have yet to be remediated, including the progress of the remediation.	<input type="checkbox"/>	<input type="checkbox"/>	
18	The organisation has removed any system dependencies and/or interconnectivity to its Agencies systems and/or networks.	<input type="checkbox"/>	<input type="checkbox"/>	
19	The organisation has decommissioned dedicated systems that were setup to collect, store and process Agency information	<input type="checkbox"/>	<input type="checkbox"/>	

**Note:**

1. The full backup has been handed over to its Agencies before the data are being destroyed.
2. This includes policies, standard operating procedures, manuals, playbooks that describes topics that includes but not limited to data management, system management (i.e. operations, maintenance, recovery), breach notification, incident response, etc.
3. This includes log files, notes, emails, records and other raw data that was generated during the contract period.
4. This includes temporary, vendor and/or contractor passes that has been issued.

**Vendor Declaration**

This document is to confirm that we, [Insert Vendor's Full Legal Entity Name], have thoroughly read, understood, and executed all the necessary activities as outlined in this exit checklist. We declare and affirm the following:

1. All information we have provided in relation to this exit procedure and checklist is true, complete, and correct to the best of our knowledge and belief.
2. We have taken all the requisite measures to ensure the safeguarding, confidentiality, and protection of all data belonging to [Insert Agency Name] as specified in the exit checklist.
3. We understand and acknowledge that any misleading, incorrect, or false information or non-compliance with the exit checklist procedures may result in legal actions against us.

This declaration is made in good faith, and we fully comprehend the legal implications of making this statement. We further certify that we are authorised to make this declaration on behalf of [Insert Vendor's Full Legal Entity Name].

**Signature:**

**Name:**

**Position/Title:**

**Date**