

RESEARCH COLLABORATION AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 200X between:

- I [INSERT NAME OF COLLABORATING ORGANISATION] through its _____, located at [INSERT ADDRESS], (“_____”);
and
- II [INSERT NAME OF COLLABORATING INSTITUTE] (____), a company incorporated in Singapore and having its registered office at _____ (“_____”).

WHEREAS:

- A (INSERT NAME OF COLLABORATING ORGANISATION), INSERT DESCRIPTION.
- B. (INSERT NAME OF SINGHEALTH MEMBER INSTITUTE), INSERT DESCRIPTION.
- C. (____) and (____) wish to collaborate on a research project in the areas of interest referred above and to undertake commercialization of the outcome on the terms and conditions hereinafter set out.

1 DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Commencement Date**” means the date of execution of this Agreement.

“**Intellectual Property**” means all proprietary Material, Confidential Information, Know-How, patents, patent applications, copyright, design rights, and any other industrial or intellectual property rights, registrable, registered or otherwise.

“**Materials**” means any chemical or biological substances related to or useful to the Research Project including but not limited to any:

- (a) organic or inorganic chemical element or compound;
- (b) amino acid, amino acid sequence, peptide or protein;
- (c) nucleotide or nucleotide sequence including DNA and RNA sequences;
- (d) vector or construct including plasmids, phages or viruses;

- (e) assay or reagent;
- (f) blood, urine, tissue or tissue fluid samples.

“Confidential Information” mean any and all devices, data, graphics, software programmes, specifications, samples, drawings, data, documents or information in whatever form that is disclosed by the disclosing Party to the receiving Party for the purpose of the Research Project.

“Know-how” means any methods, techniques, processes, discoveries, inventions, innovations, unpatentable processes, technical information, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information.

“Research Project” means the programme of research described in Schedule 1 as may be amended from time to time in accordance with this Agreement.

“Researchers” mean those researchers/clinicians and technicians who participate in the Research, including but not limited to [INSERT NAME(S)] of (_____) and [INSERT NAME(S)] of (_____).

“Background Intellectual Property” means the Intellectual Property belonging to a Party which exists prior to the commencement of the Research Project or which is developed by a Party during, but outside of, the Research Project, which is made available for the Research Project by a Party, either at the Commencement Date, or during the Term of the Agreement, and which has been adequately identified by that Party before being so made available.

“Project Intellectual Property” (Project IP) means any Intellectual Property arising from work carried out by the Researchers in connection with the Research Project.

“Commercialisation Lead Party”, Commercialisation Lead Party refers to a party to this agreement that has been selected by the parties to this agreement to lead commercialisation activities or who assumes the role of the Commercialisation Lead Party in the circumstances described in Clause 7.1, as the case may be.

“Commercialise” in respect of the Project IP includes, without limitation:

- (a) entering into any agreement or understanding in respect of all or any part of the Project IP including any joint venture, strategic alliance or collaborative arrangement, any sale, transfer, assignment, licensing or sub-licensing in respect of the Project IP;

- (b) the manufacture or sale of any products utilizing the Project IP;
and
- (c) the improvement and development of the Project IP or the use of the Project IP as the basis for other technology, discoveries, inventions or processes;

and “**Commercialisation**” will be similarly construed.

“**Direct Costs**” means all costs to be incurred in developing, prosecuting, maintaining, enforcing, defending and commercialising Project Intellectual Property under this Agreement including, but not limited to:

- (i) official filing fees;
- (ii) patent agents’ costs, legal fees and expenses and other third party advisory, legal and consultancy fees and expenses;
- (iii) travel and out-of-pocket expenses where these are directly related to patent prosecution or Commercialisation;
- (iv) any non-recoverable taxes or charges (including non-recoverable Goods and Services Tax) which may be imposed;
and
- (v) any other similar costs and expenses.

For the avoidance of doubt, Direct Costs shall specifically exclude both parties’ employee salaries, both parties’ management charges and overhead.

“Funding Agency” means any third party funding agency providing funding to a Party for the purposes of the Research Project referred to in Clause 13.1.5.

“Ownership Ratio” means the ownership ratio of the Parties as stated in Clause 6.2, as adjusted in accordance with Clause 7.4, as the case may be.

“**Net Benefits**” means any and all consideration received in respect of commercializing Project IP, including without limitation, licence fees, royalties and lump sum payments net of all Direct Costs associated with the Commercialisation of Project IP.

“**Parties**” means (_____) and (_____) and their respective successors and permitted assigns, and “**Party**” means any one of them.

“**Business Day**” means on a day other than a Saturday, Sunday, bank or other public holiday in Singapore.

- 1.2 In this Agreement, except where the context indicates to the contrary:
- (a) the expression “person” includes an individual, a body corporate, a joint venture, a trust, an agency or other body;
 - (b) references to any Party to this Agreement includes the Party’s legal successor (including executors and administrators) and permitted assigns;
 - (c) words importing the singular includes the plural (and vice versa) and words importing the masculine gender also includes the feminine gender and neuter gender or either of them and vice versa;
 - (d) headings are inserted for ease of reference only and shall not affect interpretation of this Agreement;
 - (e) references to “Dollars” or “\$” are references to the Singapore Dolllar;
 - (f) references to any document or agreement shall be taken to include references to such document or agreement as amended, supplemented, varied or replaced from time to time;
 - (g) references to a statute or statutory provision shall be taken to be references to such statute or statutory provision as revised, amended, supplemented or re-enacted from time to time and shall include any subsidiary legislation made thereunder; and
 - (h) all schedules and attachments to this Agreement form part of this Agreement.

2 COLLABORATION ON RESEARCH PROJECT

The Parties hereby agree to collaborate on the Research Project and each Party shall use reasonable endeavours to carry out in a diligent manner those parts of the Research Project allocated to it, in accordance with the details specified in Schedule 1 to this Agreement.

3. PRINCIPAL INVESTIGATOR (“PI”)

- 3.1 The Principal Investigator will be [INSERT NAME OF PI] of (_____), and his collaborators shall be [INSERT NAME OF PI] of (_____).
- 3.2 If, for any reason, the PI is unable to continue to serve or unwilling to continue with the Research Project, and a substitute mutually acceptable to the Parties is not available within thirty (30) days of the unavailability of the PI, this Agreement shall be terminated and the provisions of Clause 14 shall apply.

4 PERIOD OF PERFORMANCE

This Agreement shall come into force on the Commencement Date and shall continue for a period of [TO INSERT] years, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the Agreement may be extended by written agreement of the Parties.

5 PROJECT FUNDING

The Parties shall provide the relevant funding and/or contribution to the Research Project in accordance with Schedule 1 to this Agreement.

6 INTELLECTUAL PROPERTY

6.1 All Background IP disclosed or made available for the purposes of or in connection with the Research Project shall remain the property of the Party introducing and/or disclosing the same to the other. The Parties agree that the use of the Background IP shall be limited to use of the same for the proper performance of this Agreement.

6.2 Subject to the rights of any Funding Agency, (_____) and (_____) shall have joint ownership in proportion to the Parties' respective contributions to the Research Project and the right to determine jointly the disposition or usage of any and all Project IP, whether developed jointly by personnel of the Parties or by (_____) or (_____) individually. For avoidance of doubt, the Parties' ownership in Project IP shall be in the following ownership ratio:

(_____) = [TO CALCULATE]%
(_____) = [TO CALCULATE]%

7 COMMERCIALISATION OF PROJECT IP

7.1 Subject to the rights of any Funding Agency, the Parties shall undertake the commercialisation and protection of Project IP in accordance to Clauses 7.2 to 7.8 and 8.

7.2 Where a Funding Agency has and exercises the right to lead commercialisation of Project IP, (_____) and (_____) shall share Net Benefits according to ownership rights stated in clause 6.2, subject to the rights of any Funding Agency. In the absence of the exercise by any Funding Agency of the right to lead commercialisation, the Parties shall appoint either (_____) or (_____) or its nominees as the lead Party to negotiate for and determine the Commercialisation of the Project IP as the Commercialisation Lead Party.

Where the Party electing not to contribute to Expenses for Commercialisation or protection of Project IP in any particular territory (as described in Clause 7.4 or Clause 8.8) is the Commercialisation Lead Party or IP Management Party appointed by the Parties under this

Clause 7.2 or Clause 8.1) the other Party shall have the right to carry on the Commercialisation and/or protection of Project IP in such territory and be regarded for the purposes of this Agreement as the Commercialisation Lead Party and/or IP Management Party, as the case may be, in respect of that territory.

- 7.3 To enable the Commercialisation Lead Party to commercialise Project IP, each of the Parties agrees, subject to agreement of terms to grant the Commercialisation Lead Party a worldwide, exclusive licence to commercialise the Project IP for a period of 20 years from the end of the Research Project or for the period from the end of the Research Project up to the expiry of the term of the last to expire patent granted in respect of the Project IP, whichever is longer, subject always to clause 7.9 below.
- 7.4 All expenses in respect of any Commercialisation activities of the Project IP (“Expenses”) shall be borne by the Parties in proportion to their ownership as set out in Clause 6.2. If the Commercialisation Lead Party anticipates the possibility of Expenses to exceed S\$10,000, the Commercialisation Lead Party shall provide full particulars of such expenditure to and obtain the consent of the other Party prior to incurring such expenditure. Should either Party elect not to contribute, in proportion to its ownership, to Expenses anticipated, the Parties agree to adjust the proportion of ownership to reflect the Parties’ respective aggregate contributions, provided that each Party’s ownership in proportion to the other Party’s ownership shall not be reduced to below X percent.
- 7.5 The other Party shall reimburse the Commercialisation Lead Party for its share of the Expenses on a quarterly basis within sixty (60) days after receiving an invoice from the Commercialisation Lead Party for such Expenses.
- 7.6 None of the Parties shall assign or otherwise dispose of their rights in any Project IP without the agreement of the other Parties, except as contemplated by the terms of this Agreement.
- 7.7 Subject to the reimbursements of the Expenses, fees and costs to the Parties under Clause 7.4 and Clause 8.5, the Net Benefits shall be shared between (_____) and (_____) in proportion to the Ownership Ratio.
- 7.8 Each Party shall be solely responsible for calculating and distributing any Net Benefits it receives to its respective inventors in accordance with its own internal policies and rules.
- 7.9 After five (5) years from the end of the Research Project, the Parties shall have the option to review and terminate the commercialisation license granted to the Commercialisation Lead Party as per Clause 7.3 if Commercialisation activities have not been carried out to the reasonable satisfaction of the other Party.

8 INTELLECTUAL PROPERTY PROTECTION

- 8.1 The Parties shall appoint either (_____) or (_____) (or their respective nominees) as the lead Party to undertake the filing and prosecution of patents or other applications for the protection of the Project IP and the maintenance and defence of the same (“ IP Management Party”) and the IP Management Party shall do so in a diligent manner. Unless the Parties otherwise agree in writing, the incumbent appointed as the Commercialisation Lead Party shall also act as the IP Management Party.
- 8.2 The IP Management Party will consult with the other Party and the Parties shall agree as to the appropriate Intellectual Property protection to be obtained for any Project IP.
- 8.3 Unless otherwise agreed, any patent applications in respect of or incorporating the Project IP will be filed in the names of (_____) and (_____).
- 8.4 The Parties agree to give each other reasonable assistance in obtaining the intellectual property protection for the Project IP and in the filing, preparation and prosecution of any patent or other applications filed and will cause to be executed all assignments and other instruments and documents as may be necessary or appropriate.
- 8.5 All fees and costs incurred in the filing and prosecution of such applications and maintenance of such issued applications for the protection of the Project IP shall be borne by the Parties in proportion to the Ownership Ratio, unless otherwise expressly agreed in writing.
- 8.6 The other Party shall reimburse the IP Management Party for its share of the fees and costs incurred in the IP protection activities of the Project IP on a quarterly basis within sixty (60) days after receiving an invoice from the IP Management Party for such fees and costs.
- 8.7 The IP Management Party shall keep the other Party informed of progress of any and protection of Project IP including status of patent applications on a quarterly basis for the first two (2) years from the initial filing date of a patent application and subsequently on a yearly basis for the duration of the patent term. The IP Management Party shall furnish the other party with copies of all documentations relating to the prosecution of any IP application.
- 8.8 Subject to Clause 7.4, either Party may elect to discontinue its obligation to pay Expenses associated with any patent application within any national jurisdiction upon sixty (60) days’ written notice to the other Party. The Party electing to discontinue its obligation to pay such expenses shall still be obligated to pay any Expenses incurred prior to its notification to the other Party.

9 RESEARCH LICENCE

Both Parties shall have the right to use the Project IP for internal-use, non-commercial research, development and academic purposes. Neither Party shall, without the prior written consent of the other Party, allow commercial use of the Project IP by any third party other than as permitted by the terms of this Agreement.

10 CONFIDENTIALITY

10.1 Each Party undertakes and agrees that it shall not, at any time and for any reason whatsoever, disclose or permit to be disclosed to any third party or make use of or permit to be made use of, any Confidential Information which come into its possession pursuant to this Agreement or any Project IP, other than as permitted by the terms of this Agreement.

10.2 Each Party shall ensure that only those of its officers and employees who are directly concerned with the carrying out of this Agreement will have access to the Confidential Information of the other Party and that they shall be bound by obligations of confidentiality in respect of such Confidentiality Information no less restrictive or protective as those under this Agreement.

10.3 The provisions of this Clause 10 shall not apply to Confidential Information, that the receiving Party can demonstrate to the reasonable satisfaction of the disclosing Party:

10.3.1 is or was already known to the receiving Party at time of disclosure to it, or

10.3.2 after disclosure to the receiving Party under this Agreement is published or otherwise generally available to the public otherwise than through any act, default or omission by the receiving Party, or

10.3.3 is subsequently lawfully disclosed to the receiving Party without obligation of confidence by a third party, or

10.3.4 was independently developed by the receiving Party without the use of or reference to the disclosing Party's Confidential Information and other than as part of the Research Project and with no reference to or reliance on any information generated as part of the Research Project, or

10.3.5 is required to be disclosed to governmental or regulatory bodies or to a court of competent jurisdiction pursuant to any written law.

10.4 The obligations of this Clause 10 shall survive and continue for five (5) years after the expiry or termination of this Agreement.

11 PUBLICATIONS

- 11.1 Subject to Clauses 7 and 8, any Party may, with the prior written consent of the other, such consent not to be unreasonably withheld, publish or present 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 Research Project.
- 11.2 The Party intending to make the publication ("Publishing Party") shall provide the other Party any proposed publication or presentation in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. The other Party having received such proposed publication shall have thirty (30) days to identify any Confidential Information or potentially patentable subject matters which need protection and provide written comments to the Publishing Party. If no objection is made to the proposed publication or presentation within the stipulated time, the Publishing Party shall be free to proceed with the publication or presentation. In accordance with scientific custom, each of (_____) and (_____) shall ensure that due acknowledgement and credit is given to the other Party and its relevant staff members who contributed towards the Research Project and the development of the Project IP that are the subject of the publication in question.
- 11.3 Confidential Information identified by the non-publishing Party which is governed by Clause 10 shall be deleted from the proposed publication or presentation unless the non-publishing Party agrees to treat the Confidential Information as patentable information, as set forth in Clause 11.4.
- 11.4 In the event that the non-publishing Party objects to any such publication or presentation on the basis that the same would disclose patentable information, the Publishing Party agrees to delay for an additional thirty (30) days to allow for the filing of any relevant patent applications with respect to the patentable subject matter contained in the proposed publication or presentation.

12 INFRINGEMENT

- 12.1 If (_____) or (_____) becomes aware of any infringement of any Project IP, the Party who learned of the infringement shall promptly call the other Party's attention thereto in writing and shall provide the other Party with evidence of such infringement. The Parties shall also notify any licensee as obligated by the terms of any licence agreement entered into by the Parties pursuant to this Agreement.
- 12.2 To the extent permitted by existing licence agreements, (_____) and (_____) shall attempt to terminate such infringement without litigation. If the Parties agree to commence an action for infringement, (_____) and (_____) shall each pay a proportion of the reasonable costs,

expenses and disbursements in connection with such action, in proportion to the Ownership Ratio and all damages and costs recovered shall be divided accordingly, in the same proportion of ownership. If the Parties cannot agree to commence an action for intellectual property rights infringement, either Party shall have the right to prosecute an intellectual property rights infringement action, in which event, such commencing Party shall bear all costs, expenses and disbursements, incurred for and be entitled to retain all damages and costs recovered in such action.

13 WARRANTIES AND LIABILITIES

13.1 Each Party represents and warrants to the other Party that:

13.1.1 it has legal power, authority and right to enter into this Agreement and to perform its obligations hereunder;

13.1.2 it is not at the Commencement Date a party to any agreement or understanding with any third party which in any significant way prevents it from fulfilling any of its material obligations hereunder; and

13.1.3 all Intellectual Property generated by a Researcher during the course of the Research Project will vest automatically by operation of law or pursuant to the relevant Researcher's contract of employment or engagement in the Party employing or engaging the relevant Researcher or pursuant to an assignment agreement between the Researcher and the respective institution employing or engaging the Researcher.

13.1.4 to the best of its knowledge, the title in any Know-how and Intellectual Property disclosed or made available to the Research Project by it pursuant to this Agreement or anything made, used, sold or otherwise disposed of in connection with the same or the Project IP is or will be free from infringement of patents, copyrights, trademarks or other intellectual property rights of any third party.

13.1.5 it shall have disclosed to the other Party, prior to the execution of this Agreement, the identity of any third party funding agency providing funding to the disclosing Party for the purposes of the Research Project and the terms of such funding.

13.2 Nothing in this Agreement shall be construed as an obligation by the Parties to bring or prosecute or defend actions or suits against/by third parties for infringement of patents, copyrights, trademarks or other intellectual property or contractual rights, whether in connection with the Know-how and Intellectual Property or the Project IP or otherwise.

- 13.3 A Party, including its employees or contractors, shall not be liable, in contract, tort, negligence, breach of statutory duty or on any other legal theory or basis, for any indirect or consequential loss, including loss of profit, revenue or goodwill, incurred by the other Party arising from or in connection with this Agreement including the conduct or provision of the Research Project or any report prepared or the result of any tests performed in carrying out the Research Project or from any other Party's use thereof.
- 13.4 All Materials provided by any Party and data generated by or on behalf of any Party under this Agreement are provided "as is" and without any representation or warranty, express or implied, including without limitation any implied warranty of merchantability or fitness for any particular purpose or any warranty that the use of the materials will not infringe or violate any patent or other proprietary rights of any other person.
- 13.5 Each Party shall be solely responsible and liable for the acts and omissions of its directors, agents, contractors, and employees.

14 TERMINATION

- 14.1 Any Party (the "Terminating Party") shall be entitled to terminate this Agreement immediately by notice in writing to the other Party upon the occurrence of any of the following events at any time during this Agreement:
- 14.1.1 if the other Party commits any breach of any of its obligations under this Agreement (the "Defaulting Party") which in the case of a breach capable of remedy shall not have been remedied within thirty (30) days of the Defaulting Party's receipt of a notice identifying the breach and requiring its remedy; or
- 14.1.2 if the other Party is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such a manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant Party under this Agreement) or compounds with or convenes a meeting of its creditors or has an administrative receiver or administrator appointed over all or part of its assets or takes or suffers any similar action in consequence of a debt or ceases for any reason to carry on business.
- 14.2 Upon the occurrence of the event specified in Clause 3.2, the Parties shall be relieved of their obligations herein and shall have no liability whatsoever to one another in respect of such termination.

15 CONSEQUENCE OF TERMINATION

- 15.1 Where this Agreement is terminated in accordance with the provisions of Clause 14, the Parties shall use their best endeavours to wind up the work carried out in relation to the Research Project in an orderly fashion and where applicable to complete such outstanding work within the period(s) stipulated for such work under this Agreement.
- 15.2 Save for the purpose of Clause 15.1, upon expiry or termination of this Agreement, the research licenses granted pursuant to Clause 6.1 shall terminate immediately, and
- 15.3 The provisions of Clauses 6, 7, 8, 9, 10, 11, 12, 14, 15 and 16 and those other provisions which by their terms are intended to survive termination or expiry, shall continue in force in accordance with their terms, notwithstanding the termination or expiry of this Agreement for any reason.

16 ASSIGNMENT

Neither this Agreement, nor any rights hereunder, may be assigned or sub-contracted directly or indirectly by any Party without first receiving the written consent of the other Party unless otherwise permitted by the terms of this Agreement.

17 WAIVERS

The rights of a Party under or in connection with this Agreement shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and signed by a duly authorised representative of that Party. Any failure to exercise, or any delay in exercising, any of such rights shall not operate as a waiver or variation of that or of any other right. Any defective or partial exercise by a Party of any such rights shall not preclude any other or further exercise of that or any other right and no act or course of conduct or negotiation shall in any way preclude that Party from exercising any such right or constitute a suspension or any variation of any such right.

18 FORCE MAJEURE

- 18.1 No Party shall be liable for any failure to perform or delay in performing its obligations under this Agreement by reason of circumstances ("Force Majeure Event") not within its reasonable control.
- 18.2 The Party affected by the Force Majeure Event shall promptly but in any event not later than twenty-four (24) hours of its knowledge of the occurrence of the Force Majeure Event, give written notice thereof to the other Party, specifying the nature and details of the Force Majeure Event and the probable extent of the delay in performance of its obligations. The Parties shall work out and agree on a reasonable adjustment of the schedule for the performance of this Agreement.

- 18.3 If Force Majeure Event continues for a period in excess of three (3) months, either Party may terminate this Agreement by serving thirty (30) Business Days' written notice to the other Party and termination shall occur if the Force Majeure Event persists in preventing performance of this Agreement as at the end of the thirty (30) Business Days notice period.

19 DISPUTE RESOLUTION

- 19.1 In the event of any dispute arising between the Parties arising out of or in connection with this Agreement, the Parties shall use their best endeavours to settle amicably such dispute by consultation and negotiation.
- 19.2 Any such dispute which cannot be resolved by consultation and negotiation between the Parties within ninety (90) days of commencement of the discussions under Clause 19.1, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference to this clause. The language of the arbitration shall be English. Any award made hereunder shall be final and binding upon the Parties and judgment on such award may be entered into any court or tribunal having jurisdiction thereof.

20 USE OF NAMES

- 20.1 No Parties shall use the name, logo, trade name, trademark, service mark or other symbol of or associated with the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.
- 20.2 The restrictions in Clause 20.1 shall not apply to the following:
- 20.2.1 a press release, in a form agreed to in writing by the Parties, publicly announcing this Agreement; or
- 20.2.2 use as required by any applicable law or governmental regulation.

21 THIS AGREEMENT NOT TO CONSTITUTE A PARTNERSHIP

None of the provisions of this Agreement shall be deemed to constitute a partnership among the Parties and neither Party shall have any authority to bind the other in any way except as expressly provided in this Agreement.

22 COSTS

Each Party shall bear its own legal costs, legal fees and other expenses incurred in the preparation and execution of this Agreement.

23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CHAPTER 53B)

Nothing in this Agreement shall confer on any person who is not a party to this Agreement a right to enforce any terms of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act (Chapter 53B) which might otherwise be interpreted to confer such rights to such persons shall not apply and are expressly excluded from applying to this Agreement and no consent of any third party is required for any variation (including any release or compromise of any liability) or termination of this Agreement.

24 NOTICES

24.1 Any notice which a Party may be required to give to the other shall be in writing in the English language and shall be validly given if sent to the other Party at its registered office.

24.2 Notices required to be given in writing may be given by letter, cable, or telefax.

24.3 Any notice given pursuant to this Clause 23 shall be deemed to have been received:

24.3.1 in the case of delivery by hand, when delivered; or

24.3.2 in the case of sending by post:

24.3.2.1 where posted in the country of the addressee, on the third Business Day following the day of posting; and

24.3.2.2 where posted in any other country, on the seventh Business Day following the day of posting; or

24.3.3 in the case of facsimile, on the date of transmission if transmitted on a Business Day before 1700 hours and in any other case on the following Business Day. The date and time of transmission shall be as evidenced by a proper facsimile transmission report.

25 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Singapore.

26 SEVERABILITY

In the event any term, condition or provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired.

27 ENTIRE AGREEMENT

This Agreement embodies all the terms and conditions agreed upon and understanding between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements, arrangements, representations and undertaking, if any, between the Parties hereto with respect to the subject matter hereof, whether such be written or oral. No amendments, variations, modifications or supplements to this Agreement shall be valid unless made in writing in the English language and signed by a duly authorised representative of each Party.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised officers of the Parties hereto on the day and year first above written.

**FOR [INSERT NAME OF
COLLABORATING ORGANISATION]**

**FOR [INSERT NAME OF
COLLABORATING INSTITUTION]**

[Signature]

[Signature]

Name:

Name:

Designation:

Designation:

Date:

Date:

In the presence of witness:

In the presence of witness:

Name:

Name:

Designation:

Designation: