

# TERMS AND CONDITIONS OF R&D GRANT

## Matters to resolve before proceeding with project

### Approvals from Ethics Committees

1. A copy of the necessary approval from the relevant board and committees must be sent to NEA, where applicable. Failure to do so will delay the disbursement of funds.

## Disbursement of Grant

2. A list of non-fundable direct cost items is provided in the Annex. Only items specified in the approved budget will be funded.
3. All expenditure should be incurred (based on invoice date) before the end of the term of the Project.
4. In general, prudence should be exercised for all Project costs.
5. The Grant will be disbursed on a reimbursement basis subject to the milestones and deliverables achieved and the submission of the claim forms and progress reports.
6. GST incurred is not claimable.
7. In the event that the disbursement made to you exceeds the total Grant amount, you shall inform NEA as soon as practicable, and shall, within thirty (30) working days of a notice in writing from NEA, repay the balance amount to NEA in full. Under no circumstances shall NEA's earlier disbursement to you be deemed as a waiver or forfeiture of NEA's rights to claim for the balance amount.

### Expenditure on Manpower (EOM)

8. Funding of research staff under the Grant must comply with prevailing and consistently applied human resource guidelines of your organisation regardless of the source of funds.
9. For manpower-related fund requisitions, update of all staff employed under the Project must be provided, including those whose employment has ended.
10. You and the hiring supervisor Principal Investigator/Co-Investigators/Project Manager shall employ or otherwise engage Research Assistants/ Research Technicians or staff of equivalent qualifications who are Singapore citizens and/or Singapore Permanent Residents to be deployed in the work under the Project.
  - a. For the purposes of this Clause 10, the term "Research Assistants" or "Research Technicians" or staff of equivalent qualifications shall mean research technicians, or staff of equivalent qualifications who participate in the Project by performing mainly technical tasks as well as providing support functions distinct from the work carried out by the Investigators.
  - b. Whilst Research Assistants/ Research Technicians may provide intellectual input to the Project, they are not required to be directly involved in the

management of the Project or for providing leadership in the conception and creation of new knowledge, products, processes, methods and systems under the Project.

- c. At the point of entry, Research Assistants/ Research Technicians will typically not be required to possess PhD qualifications. For clarification, "Research Assistants" will not include nurses and other hospital workers whom may assist in the Project.
11. In the event the hiring supervisor Principal Investigator/Co-Investigator/Project Manager is unable to comply with Clause 10 above, the Principal Investigator must seek prior approval of the NEA with proper justification and Research Assistants/ Research Technicians or staff of equivalent qualifications of other nationality can be employed only if the request is supported.
12. For Research Fellows, you shall use reasonable efforts to employ or otherwise engage Singapore citizens or Singapore Permanent Residents unless the required expertise is not available or the skill of any foreign person is necessary for the performance of the Project.

#### Equipment and Other Operating Expenses (OOE)

13. Only items specified and approved in the Letter of Offer will be funded.
14. All items claimed must comply with your internal procurement processes, guidelines and policies.
15. NEA's approval must be sought prior to purchasing new equipment/OOE items that is not in the approved budget.
16. NEA reserves the right to reject variation requests made retrospectively for equipment/OOE not listed in the Letter of Offer.

#### Overseas Travel Related Expenses

17. It is the responsibility of the Principal Investigator/Co-Investigator to ensure that all travel expenses are in line with your organisation's consistently applied policy on travel, regardless of the source of funds. You must ensure that any travel undertaken is in relation to the Grant only and for no other purpose.

#### Indirect Costs

18. Indirect costs in research are those costs that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored research project, but contribute to your ability to support such research projects (e.g. providing research space, research administration and utilities, and not through the actual performance of activities under the sponsored projects).
19. NEA does not directly manage indirect cost funding. Principal Investigators should refer to their organisation for their policy of managing indirect cost funding.

### Performance Bonus

20. Claims for staff performance bonus should be submitted within 6 months following the end of the term of the Project. If you practise accrual of performance bonus according to your finance policy, balance funds should either be returned or claimed within 6 months if the pay-out comes after the end of the term of the Project.

### **Commencement of Project**

21. You shall inform NEA if scientific work on the Project is unable to commence within 3 months from the Project Start Date.

### **Milestones and Deliverables**

22. You shall use your best efforts to achieve the agreed Milestones and Deliverables stated in the Letter of Offer.

### **Requests for Variations to the Awarded Grant**

23. Any variation to the Project shall require NEA's agreement in writing.
24. NEA reserves the right to reject any claims that have resulted from Project changes without prior approval from NEA (in specific circumstances as stated in these terms and conditions).
25. Request for any variation should be made before the last 3 months of the original end of the term of the Project. Retrospective variation requests will not be allowed, unless there is compelling justification for submission of a late variation request.

### Grant Extension

26. Request for Grant extension should be made before the last 6 months of the original end of the term of the Project. The Principal Investigator must ensure sufficient funds in each vote to support the extension request. Any variation requests necessary to meet the extension period must be made known as part of the extension request.
27. A one-off Project extension should not be more than a total of 6 months. An extension beyond 6 months will require compelling justification. No additional funds should be given for any extensions.

### Change in Principal Investigator/Co-Investigators

28. Request for a change in the Principal Investigator/Co-Investigators must be made to NEA and be endorsed by your organisation. The new Principal Investigator/Co-Investigators must be an expert in that area and possess the necessary expertise to continue with the research work.

### **Audit and Progress Reports**

#### Progress Report

29. You are required to submit to NEA a Progress Report on the progress of the Project on a quarterly basis during the term of the Project.

30. The Principal Investigator may be required to give additional information about the progress of the Project if the information submitted is deemed to be inadequate.

#### Final Progress Report

31. You are required to submit a Final Progress Report within 3 months following the end of the term of the Project.

#### Final Progress Report

32. You are required to submit the final claim, final statement of account and final audit report within 6 months of the 'End Date' of the Project.

#### **Administration of the Grant**

33. You shall ensure that the Project is carried out with due care, diligence and skill and that the Grant are used in accordance with the Letter of Offer.
34. You shall keep and maintain full and detailed records and accounts relating to the Grant and the Project, including all items of expenditure incurred for or in connection with the Project.
35. You shall be responsible for administering and co-ordinating all matters relating to the Project, use of the Grant, communications with NEA, and reporting requirements. Notwithstanding the foregoing, NEA reserves the right to communicate directly with any Investigator on matters relating to the Project.
36. You shall be responsible for: -
- (i) ensuring that all Project Personnel are aware of their respective responsibilities and that they comply with the terms and conditions of the Letter of Offer;
  - (ii) providing and/or procuring the basic facilities needed to carry out the Project as detailed in the Project application;
  - (iii) ensuring that the Investigators adopt the highest achievable standards, exhibit impeccable integrity and follow all prevailing guidelines on good research practices in Singapore (or internationally established guidelines, where applicable) in the conduct of the Project;
  - (iv) monitoring the scientific progress of the Project towards achievement of the Milestones and Deliverables and reporting to NEA any deviations or anticipated problems which may materially affect the Project;
  - (v) ensuring, where applicable, that local Institutional Review Board, 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;
  - (vi) ensuring, where applicable, that proper procedures and guidelines are

put in place to ensure regular and effective monitoring of the Project by the Institutional Review Board or ethics committee;

(vii) ensuring, where applicable, that all ethics approvals for the conduct of studies using animals are granted, including approvals of the relevant institutional animal care and use committee or such other body appointed to deal with ethical issues relating to the care and use of animals in research;

(viii) 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;

(ix) ensuring, where applicable, that any clinical trials (as defined under the Medicines Act) conducted as part of the Project are conducted in accordance with the Singapore Guideline for Good Clinical Practice as amended from time to time or such other applicable guidelines;

(x) ensuring that the work under the Project complies with all relevant current laws, government rules and regulations and other applicable guidelines and procedures including those introduced while the work is in progress;

(xi) ensuring that all Project Personnel involved in animal research and in the breeding, housing and care of animals, are properly trained and supervised;

(xii) ensuring that NEA is immediately notified in writing of any development that will adversely affect the progress of the Project;

(xiii) ensuring that NEA is immediately notified in writing upon cessation by any Investigator of active involvement in the Project or long leave of absence (e.g. sabbatical); and

(xiv) ensuring that NEA is immediately notified in writing if any work carried out using the Grant diverges materially from the Project application.

37. You shall be responsible for ensuring that your clinician Investigators working under the Project (if any) are aware that they are individually responsible for maintaining appropriate professional indemnity insurance coverage. For the avoidance of doubt, NEA will not be responsible for the costs of such cover.

38. You must have in place adequate systems for ensuring the integrity of research carried out by its staff so that scientific misconduct (e.g. plagiarism, falsification of data, improper selection of data) and unethical behaviour can be prevented. You shall implement effective mechanisms for identifying scientific misconduct and/ or unethical behaviour and have in place clearly publicised and agreed procedures for investigating allegations of such scientific misconduct and/ or unethical behaviour. You shall report to NEA all incidents or allegations of such scientific misconduct or unethical behaviour at the earliest opportunity.

39. Without prejudice to your obligations under the Letter of Offer, the Investigators shall do all things necessary to enable compliance by you of your obligations under the Letter of Offer.

40. You should refer to your internal policy for managing the use of the Grant for indirect cost. The NEA does not directly manage indirect cost funding.

### **Ownership and Use of Assets**

41. Subject to Clauses 41 to 44, title and ownership of the Assets and Materials will vest with you. Save as provided in Clauses 42 to 44, the Assets and Materials shall be used only for the Project. All Assets and Materials shall be physically located in Singapore and maintained within your control during the Term of the Project.
42. You shall permit Approved Third Parties to access and use the Assets at no charge upon prior appointment provided that: (i) such access and use shall be subject to the availability of the Assets and there are no third party licensing terms restricting such use; and (ii) you shall be entitled to impose charges for the supply of materials, other services and utilities charges connected with the use of the Assets by the Approved Third Parties.
43. You may allow your employees to use the Assets for purposes other than the Project provided always that such use shall: (i) be restricted to research and development work within your organisation; (ii) be allowed only during the times when the Assets are not being used for the Project; and (iii) not impede you from meeting your obligations and undertakings under the Letter of Offer.
44. Upon the expiry or termination of the Letter of Offer or end of the Project and for a period of 3 years thereon, NEA may require you to grant access for the use of any of the Assets and Materials by NEA or any party identified by NEA at no charge to NEA.

### **Project Personnel**

45. You shall ensure that the Project Personnel conduct the Project with due care, diligence and skill, and comply with the Letter of Offer.
46. If any Investigator is unable to continue the Project, you shall, subject to the written approval of NEA, appoint a successor within a reasonable time. In seeking approval, you must satisfy NEA that the proposed successor has the requisite qualifications and skills to continue the Project. In the event that you are unable to appoint a successor acceptable to NEA within a reasonable time, NEA shall have the right to terminate the Project.
47. You shall not under any circumstances use the Project Personnel procured using the Grant for any matter other than for the Project.

### **Right of Review**

48. NEA shall, at its absolute discretion, be entitled to review the Grant at any time and from time to time and to decide if:
- (i) the Grant shall be cancelled or reduced; or
  - (ii) any terms relating to the Grant shall be varied in any way,

and any such cancellation, reduction or variation shall be effective at the time specified in our notice in writing to you.

### **Inspection**

49. NEA may, at reasonable times and on giving reasonable notice to you:
- (i) Access the premises where the Project is being carried out;
  - (ii) Require you, your employees, agents or subcontractors to provide books, records, documents and information in relation to the Project;
  - (iii) Inspect and copy documents, books, records however stored, in the custody or under control of you, your employees, agents or subcontractors; and
  - (iv) Require assistance in respect of any inquiry into or concerning the Project.

### **Audit Requirement**

50. NEA, or any auditor as may be appointed by NEA, is entitled from time to time to have access to the Premises to conduct ad-hoc on-site audits for the purpose of the Grant.
51. You shall grant to NEA and/or its appointed auditor the right to inspect and copy documentation, books, records, accounts, information howsoever stored in your custody or under your control and that of your employees, agents, contractors or suppliers in connection with the Grant, and shall provide NEA and its appointed auditor with all reasonable cooperation and assistance in connection with the audits.
52. Each party shall bear its respective costs and expenses incurred in respect of the audit under this clause unless the audit identifies a material breach of the terms of the Grant by you, in which case you shall reimburse NEA for all reasonable costs incurred by NEA in connection with the audit.

### **Withholding/Recovery of Grant**

53. If any of the following events occur,
- (i) the Grant is used by you for purposes and objectives which are not intended under the Grant;
  - (ii) any information furnished to NEA under the Letter of Offer including any application, reports, invoices, receipts are found to be inaccurate, fraudulent or false;
  - (iii) the Project is terminated, abandoned or cannot be completed or its nature has been changed without the prior written approval of NEA;
  - (iv) you have failed to comply with any of the terms and conditions set out in the Letter of Offer;

- (v) you have failed to rectify any non-compliance with any terms and conditions within 30 working days or such longer period as may be given by NEA in its written notice to you requiring you to rectify such breach; and
- (vi) you have received subsidy or grant for the Project from another person which has not been declared to NEA prior to disbursement under the Letter of Offer;
- (vii) your performance of the Project is considered to be unsatisfactory in the opinion of NEA;

NEA shall be entitled at our absolute discretion to:-

- (i) suspend or withhold any disbursement or cancel or reduce the quantum of the Grant; and/or
- (ii) recover from you the full amount disbursed and the administrative costs and expenses incurred by NEA in consequence of your default.

54. In the event that NEA exercises its rights in Clause 53(ii), you shall pay to NEA the total amount that has been disbursed to you and any administrative costs and expenses within 30 days from the date of NEA's written demand.

55. In addition to the remedies set out in Clause 53, NEA reserves the right to take any further action against you as NEA in its sole discretion deems fit, including imposing civil or administrative penalties or potential debarment from future grant applications.

### **Indemnity & Liability**

56. You agree to indemnify and keep NEA and its officers, servants, employees, and agents indemnified against any actions, demands, claims, proceedings, damages, expenses, liabilities, losses or costs (including legal costs calculated on a full indemnity basis) arising directly or indirectly out of or in connection with:

- (i) any act, default, omission or negligence of you or by any of your employees, agents, contractors in the performance of your Project or;
- (ii) any breach, non-performance or non-observance by you of this Letter of Offer.

57. NEA shall under no circumstances be liable to you in any way whatsoever for any amount, loss or damages whatsoever, including but not limited to any special consequential, or punitive damages, direct or indirect losses, howsoever caused.

### **Force Majeure**

58. NEA shall not be liable for any failure or delay in performing any obligation to you under the Letter of Offer, where such failure or delay is due to any event beyond our reasonable control, including without prejudice to the generality of the foregoing, acts



of God, acts of civil or military authority, civil disturbances, terrorist activity, wars, strikes, epidemic or widespread quarantine, fires and other catastrophes.

## **Intellectual Property Rights**

59. Unless expressly agreed otherwise, this Project shall have no effect on Background Intellectual Property (IP), which will be identified, on a best efforts basis. You shall propose updates to the list of Background IP as necessary, for NEA's approval.
60. The Project IP shall, at the first instance, be owned by you. This is without prejudice to any agreement that you may enter into with the Investigators or Project Personnel on ownership and exploitation of Project IP.
61. You shall ensure that the Investigators use best efforts to identify and disclose to you details of all such Project IP.
62. You shall keep and maintain a full, comprehensive and updated list of all Project IP, which shall be made available to NEA for inspection at any time.
63. You shall use best efforts to ensure that Project IP is properly managed and wherever feasible, fully exploited and commercialised. When required to do so by NEA, you shall attend such meetings as NEA may direct to discuss the potential for exploitation and commercialisation of Project IP.
64. NEA may grant a licence of any Background IP introduced to the Project by NEA to exploit or commercialise the Project IP, subject to terms to be negotiated.
65. You shall keep and maintain a full, comprehensive and updated set of statements, records and accounts documenting the Revenue from the commercialisation and exploitation of the Project IP.
66. The NEA shall reserve, a royalty-free, irrevocable, worldwide, perpetual and non-exclusive right to use any Project IP for their statutory functions, non-commercial and/or Research & Development (R&D) purposes, including continuing the Research and Development with any third party.
67. You agree to grant NEA a royalty-free, irrevocable, worldwide and non-exclusive right to use the Background IP owned or licenced to you in connection with the Project IP for the uses stated in Clause 66.
68. You shall procure that your Investigators grant to NEA a royalty-free, irrevocable, worldwide and non-exclusive right to use the Background IP owned or licenced to them in connection with the Project IP for the uses stated in Clause 66.
69. If you or your Investigators or Project Personnel intends to sell or transfer its Background IP or Project IP, you shall ensure that:

- (a) the purchaser or transferee of the Background IP or Project IP and every successor in title to the interest in the Background IP or Project IP (each, a “Purchaser”):
  - (i) has prior written notice of the Clauses 59 to 69; and
  - (ii) undertakes to NEA in writing that it will comply with the Clauses 59 to 69 in all respects as if references to you had referred to the Purchaser; and
- (b) such sale or transfer is subject to the licences granted or required to be granted under this Clause 2.15.

## **Publications of Results and Findings**

70. You 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, with the prior written consent of the NEA.

71. All publications shall acknowledge the Grant support provided by NEA.

## **Confidentiality**

72. You shall not disclose any information in relation to the Grant or referred to in the Letter of Offer to any third party (including the public and the media) unless with the prior written consent of NEA.

## **Accuracy of Information**

73. You warrant that the information contained in the Grant application, all reports referred to in the Letter of Offer and any other information submitted to NEA relating to the Project or the Grant are complete, accurate and not misleading. Without limiting the generality of the foregoing, the following are examples of incomplete, inaccurate and/or misleading information:

- (i) false or improper reports of financial accounts;
- (ii) improper claims;
- (iii) false or improper documents;
- (iv) fictitious track records;
- (v) inflated reports of funds obtained from other sources for the Project
- (vi) omission of information on other funding sources for the Project;
- (vii) false or inaccurate claims that proper approvals (including Institutional Review Board (IRB) approvals) have been obtained;
- (viii) false or inaccurate reports on the progress of the Project and achievement of Milestones and Deliverables;
- (ix) false or inaccurate reports on the status of collaborations with third parties relating to the Project; and
- (x) false claims in the publication record, such as, describing a paper as being published even though it has only been submitted for publication.

## **Declaration of Other Subsidies or Grant Received**

- 74. You must declare to NEA and provide details of any subsidies or grants that you may have applied and received from any other persons for the Project prior to the acceptance of the Letter of Offer.
- 75. You shall not receive any funds or such other means of support for carrying out the Project from any other person, company, body, organisation, institution or agency (governmental or non-governmental) without NEA's consent, such consent not to be unreasonably withheld.

## **Insurance**

- 76. You shall effect and maintain adequate insurance policies to cover any liability arising from its participation in the Project including, but not limited to those required under any applicable legislation. If requested, you shall provide NEA with a copy of such insurance policies.

**NON-FUNDABLE DIRECT COSTS****1. EOM Related Expenses**

<b>Type of Expenses</b>	<b>Description</b>
General policy	<p>The general principle is that grants should support EOM costs and related benefits (as per employment contract) as long as it is in line with your organisation's consistently applied HR policies.</p> <p>This will extend to your organisation's policies that govern staff recruitment and related costs (e.g. costs associated with the onboarding of staff, staff insurance, overtime claims, staff relocation, employment benefits, employment levy, employment pass, pre-examination medical check-up and housing allowance.)</p> <p>All Manpower related costs that fall under Other Operating Costs (OOE) should be accurately reflected in the Budget.</p> <p>Fractional charging for staff costs based on time commitment to the Project must be practised.</p>
Principal Investigators / Co-Investigators / Programme Managers EOM cost	Not allowable.
Unconsumed leave	Provision for unconsumed leave is not allowable.
Student Assistants / Interns	<p>Not allowable for students who are recipients of existing awards (or stipends) or students who are not residents of Singapore.</p> <p>Only full-time students enrolled in local institutes of higher learning qualify to be supported as a student assistant/intern.</p>

## 2. Equipment Related Expenses

Type of Expenses	Description
General policy	<p>No purchase of equipment is allowed unless specifically provided for in the Grant approved by the NEA.</p> <p>The procurement of such equipment must be made according to the formal established and consistently applied policies of your organisation.</p> <p>The invoices for all claims must be dated before the end of the term of the Project.</p>
Cost of capital works, general infrastructure, general purpose IT and communication equipment, office equipment, and furniture and fittings	<p>Not allowable under direct costs, unless specifically provided for in the Grant and approved by the NEA.</p> <p>Examples of such costs are computers, office productivity software, PDAs, mobile phones, photocopier machines, workstations, printers, etc.</p>

### 3. OOE Related Expenses

Type of Expenses	Description
General policy	Not allowable for expenses that are <u>not directly related</u> to the Project.  All procurement of such items must be made according to the formal established and consistently applied policies of your organisation.
Visiting Professors/Experts	Not allowable unless specifically provided for in the Grant and approved by the NEA. The visiting professor must be identified and his/her contribution to the Project must be clearly defined and described in the proposal.
Audit fees	Not allowable. This includes both internal and external audit fees.
Entertainment & Refreshment	Not allowable.
Fines and Penalties	Not allowable.
Legal Fees	Not allowable.
Overhead Expenses	Not allowable unless specifically provided for in the Grant and approved by the NEA based on the nature of the research. This includes rental, utilities, facilities management, telephone charges, internet charges, etc.
Patent Application	Not allowable.  This includes patent application filing, maintenance and other related cost.
Professional Membership Fees	Not allowable.  This applies to Principal Investigator and Co-Investigators as well as all research staff funded from the Grant.
Software	Not allowable under direct cost unless specifically provided for in the Grant and approved by the NEA.
Professional fees (including fees to consultants)	Not allowable unless specifically provided for in the Grant and approved by the NEA.
Staff retreat	Not allowed.

#### 4. Overseas Travel Related Expenses

Type of Expenses	Description
General policy	<p>Not allowable unless specifically provided for in the Grant and approved by the NEA.</p> <p>Conference participation should be directly relevant to the research area outlined in the Project and necessary to accomplish Project objectives.</p> <p>All travel must align to the existing and consistently applied travel policies of your organisation regardless of the source of funds.</p>

#### 5. Research Scholarship

Type of Expenses	Description
General policy	<p>Not allowable unless specifically provided for in the Grant and approved by the NEA.</p> <p>Postgraduate stipend must align with the prevailing rates set by the Ministry of Education. Postgraduate stipend and tuition support will not attract indirect costs.</p>
Undergraduate stipend and tuition support	Not allowable.