

CONDITIONS OF CONTRACT (R&D PROJECT)

1. Definitions

- 1.1 (a) "**Annex A1**" means the R&D Proposal submitted by the Organisation in its tender.
- (b) "**Authorised Personnel**" mean the authorised employees assigned by the Organisation for the Project and any other employee as may be authorised by the Organisation and agreed in writing by the Board from time to time.
- (c) "**Background Information**" means all Confidential Information and Intellectual Property, which is owned by or licensed to a Party prior to the execution of this Contract or arising independently of the Project, and disclosed by that Party to the other Party in connection with the Project.
- (d) "**Board**" means the Public Utilities Board and shall include its assigns and successors in law and its duly authorised representatives.
- (e) "**Confidential Information**" means:
- (i) [insert description of specific information requested by the Organisation, if any. For eg - any and all information and data subsisting in the water contained in the Board's reservoirs/water treatment plants, plant performance data;]
 - (ii) any data or information obtained through the collection of any material by the Organisation, where such collection requires the written authorisation of the Board;
 - (iii) all other information and data (including model set ups, water quality data, documents, drawings, sketches, designs and other non-public information, inventions, techniques, models, algorithms, routines, methodology, demonstration programs, formulas, software programs, computer programs and systems, databases, computer codes, schematics, improvements, materials, trade secrets, know how, research plans, strategies, financial data, and data relating to consumers) to be disclosed by the Board to the Organisation, which is in written, oral, electronic or in any other form or medium and whether recorded or stored in a document which (a) is marked by the Board as "Confidential" or "Proprietary" or with other words of similar import in the case that disclosure is made in written, electronic or in any other tangible form; or (b) in the case of an oral or visual disclosure, the Board identifies such disclosure as being confidential concurrent with the oral or visual disclosure and delivers to the Organisation a written statement within thirty (30) calendar days from the date; and
 - (iv) any and all findings, methods and results derived from the data and information described in sub-paragraph [(i)], [(ii), and (iii)] above.
- (f) "**Consultant**" means any consultant which may be appointed by the Organisation for the purpose of providing advisory or consultancy services for the Project.

- (g) "**Contract**" includes the tender submitted by the Organisation, Conditions of Contract, the Technical Specifications, Annex A1, Schedule of Payment for Manpower and Letter of Acceptance.
- (h) "**Contract Period**" means the time required to complete all project milestones and technical deliverables, as well as the site reinstatement following completion of all project milestones and technical deliverables, as specified in Annex A1. The Contract shall commence on the Date of Commencement and shall continue for the period stated in Annex A1 unless terminated in accordance with the terms of this Contract.
- (i) "**Date of Commencement**" means the date on which the Project commences, as indicated in the Letter of Acceptance of Tender.
- (j) "**Deliverable**" means the deliverables specified in Annex A1.
- (k) "**Disclosing Party**" means a Party that discloses Confidential Information under this Contract.
- (l) "**Document**" means any note, memorandum, record, report, computer program, computer record or any other means by which information may be stored or reproduced, including any notes taken during the discussions between the Parties and any recordings thereof containing Confidential Information.
- (m) "**Foreground IP**" means such Intellectual Property that is generated, conceived, produced, developed or reduced to practice in the course of performing the Project, and shall also include IP in the final report, quarterly reports, any database and Know-how. For the avoidance of doubt, Foreground IP shall not include IP or Know-how which may be created or developed solely by a Party (the "Inventive Party"), where the Inventive Party had not used any input from the other Party's (the "Non-Inventive Party") information or contribution to create or develop such IP or Know-how.
- (n) "**Host Organisation**" means the body or institution or administering organisation or company named in the Letter of Acceptance as the "Host Organisation", being the body responsible for undertaking and managing the Project.
- (o) "**Organisation**" means the Host Organisation and the Partner Organisation jointly and severally.
- (p) "**Intellectual Property**" or "**IP**" means patents, copyrights, trademarks, service marks (whether registered or not), domain names, meta tags, design rights, moral rights, rights relating to computer software, registered designs, database rights and rights in databases and any similar property rights, other industrial or intellectual property rights, including those subsisting in any part of the world in inventions, unregistered designs, drawings, lay-out circuit designs, computer programs, utility models, petty patents, trade secrets, test or development results, Confidential Information, Know-How, business names, goodwill and the style or presentation of goods or services and in applications for protection of any of the above rights subsisting anywhere in the world.

- (q) “**IP Protection**” means protection of the Foreground IP, in particular, in the preparation, filing, prosecution and maintenance of all patents and patent applications, including divisionals, continuations or continuations-in-part, related to such IP.
- (r) “**Know-how**” means the expert skills, body of knowledge, or information including, but not limited to, any method, technique, process, discovery, invention, innovation, un-patentable process, technical information, specification, recipe, formula, material, molecule, gene, protein, regulatory element, design, plan, documentation, drawing, data and other technical information, which are not readily available and are outside the public domain and which enable the user of such expert skills, body of knowledge or information to cause a desired advantageous result.
- (s) “**Parties**” shall mean the Board and the Organisation collectively, and “**Party**” shall mean either the Board or the Organisation.
- (t) “**Partner Organisation**” means the bodies or institutions or companies named in the Letter of Acceptance as the “**Partner Organisation**” as the bodies responsible for working together with the Host Organisation to undertake the Project.
- (u) “**Principal Investigator**” means the authorized representative of the Organisation, as set out in Annex A1, to supervise and coordinate the Project and, subject to Clauses 3.5.
- (v) “**Project**” means the research and development (R&D) project approved by the Board as described in the Annex A1.
- (w) “**Project Period**” means the time required to complete the all project milestones and technical deliverables as specified in Annex A1, but excluding the time required for site reinstatement.
- (x) “**Project Objectives**” means the objectives specified in Annex A1.
- (y) “**Funding Amount**” means the costs payable by the Board to the Organisation as set forth in Clause 5 and Details of Project Budget in Part IIIB of Annex A1, or the tender sum stated in the Letter of Acceptance.
- (z) “**PUB Representative**” means the Board's staff nominated by the Board as its authorised representative for this Contract.
- (aa) “**PUB Funded Assets**” means all assets (including without limitation, equipment, prototypes, system, media storage devices, software, subscriptions, materials, equipment and software) listed in the Details of Project Budget in Annex A1 that are purchased during the Project Period by the Organisation for the Project using Funding Amount or part thereof paid by the Board.
- (bb) “**Receiving Party**” means a Party that receives Confidential Information under this Contract.

(cc) “**Research Approaches**” means the research approach or approaches outlined in Annex A1.

(dd) “**Schedule of Payments for Manpower**” means manpower schedule submitted by the Organisation in Annex A1.

(ee) “**Tasks**” means the tasks to be carried out by the Organisation as set out in Annex A1.

1.2 All references to clauses in these Conditions of Contract, unless otherwise expressly stated, are references to clauses numbered in these Conditions of Contract.

1.3 The Host Organisation and the Partner Organisation shall be jointly and severally liable to the Board for the due performance of this Contract.

2. Scope of Contract

2.1 The Organisation shall carry out the Project in accordance with this Contract.

3. Obligations of the Organisation

Project Tasks, Objectives and Deliverables

3.1 During the Project Period, the Organisation shall carry out the Tasks to be performed by the Organisation in a prompt and efficient manner.

3.2 During the Project Period, the Organisation shall use its best endeavours to achieve the Project Objectives and Deliverables according to the Tasks and Research Approaches.

Authorised Personnel(s) and Principal Investigator

3.3 The Organisation shall ensure that the Authorised Personnel(s) assigned to the Project are suitably qualified and possess the requisite experience to undertake the performance of the Tasks.

3.4 Where the Authorised Personnel(s) have to perform such Tasks within the Board’s premises, the Organisation shall ensure that such personnel comply with the Board’s general workplace regulations and security requirements as communicated by the Board to the Organisation in writing.

3.5 The Project shall be supervised and coordinated by the Principal Investigator. If, for any reason, the Principal Investigator is unable to carry out his/her work under the Project, the Organisation shall identify and appoint a suitable successor to assume the responsibility of the Principal Investigator. The Board reserves the right to suspend or terminate the Project if the successor is not satisfactory.

3.6 The Organisation shall ensure the Tasks are performed in a professional manner in accordance with generally accepted practice, and that a high level of professional

quality is maintained, irrespective of whether the work is done by the Organisation or by Consultants, and shall use all reasonable care and diligence in the provision of the Tasks.

- 3.7 Following consultation with the Organisation, the Board may request the Organisation to replace any Authorised Personnel which the Board reasonably finds unsuitable and following receipt of such request, the Organisation shall replace such personnel with a suitable replacement.

Variation of Work

- 3.8 The Board may request the Organisation to perform additional work, or omit certain work, in relation to the Project Objectives outlined in Annex A1, subject to the Organisation's consent to undertake such additional work or to omit such work. Where the Organisation agrees to undertake such additional work or to omit such work, the Parties shall agree on the costs and time and other revisions arising from the performance of such additional work or omission of such work whereupon the Parties shall enter into variation agreement(s) to reflect agreed revisions to Annex A1 in accordance with Clause 20.1.
- 3.9 The Host Organisation shall notify the Board in writing of all amendments, alterations or changes made to Project objectives, scopes, milestones, deliverables, Tasks, Project Period, Contract Period, budget, as soon as possible. The Board reserves the rights to reject any claims that have resulted from changes to Project without prior approval from the Board and items found not to be fundable, not necessary, not reasonable, not relevant or not used for the Project.

Progress Reports and Final Report

- 3.10 During the Project Period, the Organisation shall submit to the Board periodic progress reports every January, April, July, and October, starting from the Date of Commencement. These periodic progress reports shall follow the format prescribed by the Board and shall be submitted, in soft copy, to the Board through the PUB Representative. Notwithstanding anything in this Contract, all periodic progress reports and their contents are confidential, and no Party shall disclose any of such reports or their contents without the prior written consent of the other Party. The Organisation may be required to give presentations of the progress of the Project to the Board upon request and reasonable prior notice from the Board.
- 3.11 On or before the date of completion of the Project, the Organisation shall submit to the Board a final report for the Project. The final report for the Project shall follow the format prescribed by the Board during this Contract. The final report for the Project shall be submitted in softcopy, to the Board through the PUB Representative. Notwithstanding anything in this Contract, the final report and their contents are confidential, and no Party shall disclose such report or its contents without the prior written consent of the other Party.
- 3.12 The Organisation shall also submit to the Board all data and/or databases, in both softcopy and hardcopy where applicable, collected and developed as part of the Tasks upon the completion of the Project.

3.13 The Organisation shall complete an invention disclosure form upon request by the Board, whenever significant Intellectual Property has been developed as a result of the Tasks performed for the Project.

PUB Funded Assets

3.14 No assets can be purchased using any Funding Amounts outside the Project Period.

3.15 The Principal Investigator may, with the prior written approval of the Board, which shall not be unreasonably withheld or delayed, make variations in the purchase of PUB Funded Assets within the Funding Amount as set out in the Details of Project Budget in Annex A1.

3.16 The title and ownership of PUB Funded Assets shall belong to the Board. Risks of loss or damage to the PUB Funded Assets shall be borne by the Organisation until such time that the PUB Funded Assets have been delivered and/or received by the Board, as the case may be.

3.17 Where applicable, the Organisation shall also ensure that all PUB Funded Assets are accompanied by product warranties valid for an appropriate duration. The Principal Investigator and his/her team members shall use and maintain the PUB Funded Assets with due skill and care during the Contract Period. All damaged, misplaced or stolen PUB Funded Assets shall be replaced by the Organisation at no cost to the Board, unless otherwise agreed by the Board. For avoidance of doubt, this Clause shall apply to any prototype or system assembled or constructed for the Project from materials purchased using Funding Amount or part thereof paid by the Board.

3.18 Without prejudice to the generality of Clause 3.15, during the Contract Period, the Organisation shall not, without the prior written approval of the Board:

- (a) sell, lease, dispose or otherwise transfer the PUB Funded Assets or any part thereof. The Organisation shall at all times maintain proper records of the PUB Funded Assets purchased through the Contract Period; and
- (b) remove any PUB Funded Assets or any part thereof from the location specified in the respective progress claim.

3.19 Upon the end of the Project Period:

- (a) For PUB Funded Assets installed at premises belonging to or occupied by the Board:
 - (i) upon the Board's written instructions, the Organisation shall remove and/or demolish such PUB Funded Assets that are not required by the Board, and reinstate the site on which such assets are located using the approved budget for site reinstatement (if any) specified in Annex A1, to the satisfaction of the Board. The removal and/or demolition of PUB Funded Assets and site reinstatement shall be completed within the Contract Period; and
 - (ii) the Organisation shall adhere to all site requirements of the Board and third parties (as the case may be), including site reinstatement if any. The Board shall not be liable to any third parties for any damaged caused to any third

parties' properties by the dismantling or removal of the PUB Funded Assets or site reinstatement works.

(iii) The Board reserves the right to, or appoint a contractor to remove any structures built by the Organisation and reinstate the Site to its original state and condition in the event that the Organisation fails to reinstate the Site to the satisfaction of the Board by the end of the Contract Period. In such scenarios, the Board will recover the reinstatement cost from the Organisation. The Board bears no responsibility for any losses suffered by the Organisation as a result of such removal and reinstatement works.

(b) For PUB Funded Assets installed at premises belonging to or occupied by the Organisation or third parties:

(i) the Board may require the Organisation in writing to carry out any of the following and the Organisation shall, using the approved budget for site reinstatement (if any) specified in Annex A1, comply accordingly:

(aa) dismantle or disassemble such PUB Funded Assets that are required by the Board and pack them properly for collection by the Board or its contractors or agents within such time as the Board may stipulate in its written instructions. The Organisation shall give access and/or facilitate access to the Board or its contractors or agents for the collection of such assets; or

(bb) deliver, reassemble, install, test and commission such PUB Funded Assets that are required by the Board at such locations and within such time as the Board may stipulate in its written instructions.

(ii) the Organisation shall adhere to all site requirements of third parties, including site reinstatement if any. The Board shall not be liable to the Organisation or any third parties for any damaged caused to any third parties' properties by the dismantling or removal of the PUB Funded Assets or site reinstatement works

Final Claim

3.20 The final claim for the reimbursement of expenses made for all items listed in the Details of Project Budget (Part IIIB) in Annex A1 must be submitted within six (6) months from the time of completion of the Contract Period, failing which, the claim may be disqualified.

Withholding Tax

3.21 Where applicable, the payment of Withholding Tax for all works done or services rendered by non-resident professionals and/or companies in Singapore as part of the Project using Funding Amount or part thereof paid by the Board is required in accordance with the laws of the Republic of Singapore (“**Withholding Tax**”).

4. Obligations of the Board

4.1 The Board will provide the Organisation with relevant raw data and other information that is available and relevant to the Project.

4.2 The PUB Representative shall liaise with the Principal Investigator during the Contract Period.

5. Funding Amount and Payments

5.1 The Board shall pay the Organisation the Funding Amount in accordance with this Contract.

5.2 Subject to Clause 3.8, the Funding Amount shall be deemed to include all or part thereof necessary costs for rendering the Tasks to the reasonable satisfaction of the Board. This Clause 5.2 shall be read in conjunction with the Details of Project Budget (Part IIIB) and Non-qualifying Cost (Appendix A2) of Annex A1.

5.3 Payments of the Funding Amount or part thereof shall be based on reimbursement of actual expenditures, except for manpower costs. Manpower costs shall be reimbursed as set out in Schedule of Payments for Manpower as stated in Details of Project Budget (Part IIIB) of Annex 1. The documentation of the completion of completed Task(s) listed in Schedule of Payments for Manpower is/are to be included in the quarterly and/or final Project progress reports.

5.4 Subject to Clause 5.3, the Host Organisation shall invoice the Board for the relevant part of the Funding Amount payable in accordance with this Contract starting from the Date of Commencement as set out in the Letter of Acceptance. The Host Organisation shall also provide a statement of expenditure with endorsement from personnel authorised to certify payments within the Host Organisation and with documentation as proof of expenditure incurred.

5.5 The payments of the Funding Amount or part thereof to the Organisation for the performance of the Project (1) shall not be unreasonably withheld or delayed by the Board; and (2) are subject to the fulfilment of Clause 3.9 and Clause 3.10. In the event of late or no submission of quarterly and/or final Project progress reports required under Clause 3.9 and Clause 3.10, (a) the Board shall be entitled to withhold or delay payment of the Funding Amount or part thereof; and (b) this shall not be considered unreasonably withholding or delaying such payment.

6. Termination

6.1 Without prejudice to Clause 6.3, this Contract may be terminated:

- (a) by one (1) Party giving to the other Party three (3) months' written notice to terminate this Contract; or
- (b) in accordance with Clause 16.3.

6.2 Termination of this Contract pursuant to Clause 6.1 shall not relieve the Board of its obligation to pay the Organisation for all costs for all work done and/or already performed up to and including the date of termination.

- 6.3 The Board may terminate this Contract forthwith, unless such termination is prohibited by written law, if the Organisation:
- (a) has, without reasonable cause, failed to (i) commence carrying out the Tasks in accordance with this Contract; or (ii) perform any of the Tasks;
 - (b) has persistently refused or failed to comply with a written instruction from the Board;
 - (c) has committed an act of bankruptcy or becomes bankrupt or insolvent or makes a composition with creditors or if, being a company, any winding up order of any kind is made, or a receiver or manager or judicial manager of the Organisation's undertaking or assets is appointed, or possession taken or execution levied by creditors or debenture holders or under a floating charge; or
 - (d) has, in the Board's opinion, neglected or failed to carry out the Tasks as stated under this Contract expeditiously or with due diligence and to the satisfaction of the Board.
- 6.4 If the Organisation defaults in any of the grounds mentioned under Clause 6.3(a), (b) or (d) above, the Board may issue a notice of default to the Organisation informing the Organisation of the default. The Organisation shall, within thirty (30) days of the date of the notice of default, or such other time period as may be notified by the Board to the Organisation in writing, remedy the default. If the Organisation fails to do so, the Organisation shall be taken to have repudiated this Contract and the Board shall have the right to terminate this Contract or cancel any part thereof by way of a notice of termination without the Board being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination. For the avoidance of doubt, the Board may terminate this Contract forthwith upon the Organisation defaulting under Clause 6.3(c) above unless such termination is prohibited by written law.
- 6.5 Upon termination of this Contract pursuant to Clause 6.3 above, the Organisation shall not be entitled to claim for any reimbursement for expenditure pertaining to works not delivered to or Tasks not performed for the Board up to and including the date of termination, and shall not be entitled to claim for any reimbursement for expenditure pertaining to breakage costs incurred by the Organisation in connection with the termination of this Contract, up to and including the date of the Board's written notice to terminate. Notwithstanding anything contained herein and without prejudice to the foregoing, the Organisation shall also not be entitled to claim for any reimbursement and loss of anticipated profit for the value of any of the works not delivered as at the date of termination. The Board reserves the right not to consider the Organisation favourably for future contracts.
- 6.6 Upon the termination or expiry of this Contract:
- (a) the Organisation shall submit within three (3) months from the date of expiry or termination, the following to the Board:
 - (i) all completed and uncompleted progress reports and final report done by the Organisation up to and including the date of expiry or termination of this Contract; and

- (ii) all data and/or databases collected and developed as part of the Tasks up to and including the date of expiry or termination of this Contract;
- (b) unless otherwise informed by the Board in writing, the Organisation shall within thirty (30) days from the date of expiry or termination or such other period as informed by the Board in writing, return all assets (such as equipment and software, tangible or intangible) which are owned or deemed to be owned by the Board pursuant to Clause 3.16, including duplicate copies, materials, or any other items containing such assets, in accordance with Clause 3.19. The Organisation hereby undertakes to do all things necessary to give effect to this provision, including to perform all acts or execute and deliver all agreements, certificates, instruments and documents as may be necessary; and
- (c) each Receiving Party's right to use the Confidential Information shall cease, and the Receiving Party must, at the demand of the Disclosing Party:
 - (i) return any and all Documents, information, data, drawings, designs, materials, recording, whether in electronic or material form (including all duplicate copies), of that Confidential Information provided by the Disclosing Party under this Contract and any documentation or other materials containing Confidential Information or which the Receiving Party may have created incorporating any of the Disclosing Party's Confidential Information, to the Disclosing Party; or
 - (ii) (where applicable or upon request by the Disclosing Party) destroy any of the aforesaid recorded Confidential Information.

6.7 Clause 6.6(c) shall survive the termination or expiry of this Contract for a period of five (5) years. The expiry or termination of this Contract shall not affect the validity and continuity of any on-going executed contract(s) entered into between the Organisation and the Board and which has not expired or been terminated in accordance with the terms of that executed contract. The expiry or termination of this Contract shall not affect any rights or remedies any Party may have at law or equity which are expressly stated to survive the validity and continuity of this Contract.

7. Intellectual Property Rights

7.1 All Background Information shall remain the property of the Party introducing and/or disclosing the same to the other for the purposes of this Contract. The Board hereby grants to the Organisation a royalty-free, fully paid-up, non-exclusive, non-transferable license to use its Background Information for the Project Period limited to the purposes of performing the Project only as agreed under this Contract.

7.2 IP created and/or developed in the course of or resulting from the Project shall be owned by the Organisation, unless specified otherwise by the Board in writing, in the following manner:

- (i) All Foreground IP created and/or developed in the course of or resulting from the Project shall be solely owned by the Organisation, subject to Clause 7.3 below.
- (ii) For the avoidance of doubt, the Board's Confidential Information (including the Board's water quality information and data) contained in any Foreground IP including the final report, quarterly reports and any databases shall belong solely to the Board.
- (iii) IP or Know-How which may be created or developed solely by an Inventive Party, where the Inventive Party had not used any input from the Non-Inventive Party's information or contribution to create or develop such Intellectual Property or Know-How, shall be solely owned by the Inventive Party.

7.3 The Organisation hereby grants to the Board:

- (i) an irrevocable, perpetual, non-exclusive, royalty-free, fully paid-up, worldwide, non-transferable license and right to use, adapt, modify and add to the Foreground IP to fulfil its statutory functions, powers and duties, and for educational, and research and development purposes; and
- (ii) an irrevocable, perpetual, non-exclusive, royalty-free, fully paid-up, worldwide, non-transferable license and right to use the relevant Background Information to facilitate and support the Board's rights to use, adapt, modify and add to the Foreground IP to fulfil its statutory functions, powers and duties, and for educational, and research and development purposes.

For the avoidance of doubt, the rights granted to the Board pursuant to this sub-clause 7.3 shall be read to include the right for the Board to authorise its contractors, sub-contractors, agents and suppliers the rights to use the Background Information and to use, adapt, modify and add the Foreground IP for the aforesaid purposes.

7.4 The Parties further agree that the Board may at any time grant the Government of Singapore and its statutory bodies an irrevocable, non-exclusive, royalty-free, fully paid-up, non-transferable sub-license and right to use and/or adapt the Foreground IP in Singapore for non-profit purposes or national interest, including for the performance of its statutory, regulatory or other public functions under the relevant legislation.

7.5 Each Party shall be solely responsible for its use of the Foreground IP or results from the Project.

7.6 If the Board is of the opinion that IP Protection should be obtained for the Foreground IP, the Board shall notify the Organisation of its opinion. The Organisation shall be the party taking the lead in the protection of Foreground IP arising under the Project and must do so in a timely manner. Nothing in this Clause precludes the Organisation from taking their own initiative to pursue the protection of Foreground IP arising under the Project. However, no Party shall proceed to file any IP Protection without the informing and obtaining the consent of the other Party.

- 7.7 Each Party shall keep the other Party informed of all inquiries and offers by third parties concerning the commercial utilisation or exploitation of relevant Foreground IP.
- 7.8 The Organisation shall exercise due diligence not to infringe any IP rights of a third party in the course of its performance of the Project under this Contract. Notwithstanding the above, the Organisation shall indemnify the Board and its officers or departments against all IP infringement claims including any costs, charges and expenses in respect thereof.
- 7.9 In the event that Board is of the reasonable opinion that the Organisation is not able to commercialise the Foreground IP:
- (a) The Board may require the Organisation to issue an exclusive license or assign the rights of the Foreground IP (whether exclusively or non-exclusively) to the Board and/or its designated third parties, free of additional cost, to continue with any post-project research and development work and to eventually commercialise such rights (“**Option**”). The Organisation shall also provide all confidential information and results of the Project to the Board and/or such designated third party, including but not limited to data, designs and specifications, as may reasonably be required, at no additional cost. The Board may also impose other terms and conditions on such third party in relation to the commercialisation of such Foreground IP.
 - (b) Where the Board exercises the Option under Clause 7.9(a), the Organisation can elect to:
 - (i) Issue an exclusive license and continue to be responsible for all the Foreground IP protection, maintenance, and the costs associated therewith on behalf of the Board and/or its designated third parties; or
 - (ii) assign all rights, title and interest in the Foreground IP to the Board and/or its designated third parties for the effective commercialization of the Foreground IP (“**the Assignment**”). The Organisation shall, if it so elects, do all such things and sign and execute all such documents as may reasonably be required, free of any additional cost, in order to assign the rights, title and interest in the Foreground IP to the Board and/or its designated third parties.

Upon such election, unless otherwise agreed by the Board in writing, all commercialization of the Foreground IP shall only be carried out by the Board and/or its designated third parties.
 - (c) Where Board exercises the Option under clause 7.9(a), the Board and/or its designated third parties agree to share with the Organisation up to 50% of the Net Revenue on an annual basis derived from the commercialisation of the Foreground IP. The Organisation shall be responsible for any further sharing or distribution of its share of the Net Revenue with the other partners in accordance with any agreement amongst themselves inter se. Each of the abovementioned persons shall be individually responsible for distributing to its own staff

inventors a proportion of the Net Revenue allocated to it in accordance with any revenue sharing policy that it might have.

- (d) The term "Net Revenue" as used in this sub-clause 7.9 shall mean the net balance remaining after deduction from the gross proceeds actually received by the Board and/or its designated third parties from the commercialisation of the Foreground IP the following Amount:
 - (i) 15% of the gross proceeds on account of overhead expenses; and
 - (ii) all reasonable and actual out-of-pocket costs, including legal and patent attorneys' and professional fees and other costs and expenses, incurred by the Board and/or its designated third parties in the preparation, filing, prosecution and maintenance of any patent and other applications to protect the Foreground IP and in the commercialisation of the Foreground IP and any applicable taxes imposed on the transference of the Net Revenue to the Organisation.
- (e) The agreement to share Net Revenue as aforesaid shall constitute good and sufficient consideration for the grant of the licence or assignment following the Board's exercise of the Option and no further payment or consideration shall be required there for.

7.10 Clause 7 of these Conditions of Contract shall survive the termination or expiry of this Contract for a period of five (5) years.

8. Confidential Information

8.1 The Organisation shall observe the provisions of the Official Secrets Act (Chapter 213) and Statutory Bodies and Government Companies (Protection of Secrecy) Act (Chapter 319).

8.2 Each Receiving Party hereby agrees:

- (a) to use the Confidential Information of the Disclosing Party solely for the purposes of this Contract;
- (b) to keep all Confidential Information absolutely confidential except where disclosure is required by law, order of court or any government authorities;
- (c) to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use, dissemination, reproduction and republication of the Confidential Information, as the Receiving Party would use to protect its own Confidential Information;
- (d) not to take any measures or make, disclose, reverse engineer, disassemble or have made any recordings or duplicates (whether directly or indirectly) or make any attempt thereof of the Confidential Information in any medium whatsoever without prior written consent of the Disclosing Party, except as required for the

purposes of this Contract (including but not limited to the copy, reproduction, facsimile, download and decryption of the Confidential Information);

- (e) at all times observe and adopt such security measures as may be appropriate to ensure that the confidentiality of the Confidential Information is not at any time or in any way compromised, and without prejudice to the generality of the foregoing, no Confidential Information shall be stored in any computer terminal to which online access may be obtained, acquired or established, whether electronically or otherwise, by any third party and it shall not be a defence for any Party to assert that it had exercised due diligence or acted reasonably in ensuring the confidentiality of such information; and
- (f) not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party except the parties stated Clause 8.3 below, provided that the Receiving Party shall ensure compliance with Clause 8.3 below.

8.3 Each Receiving Party may disclose the Confidential Information only to its employees, directors, and/or students of the Organisation (“**Representatives**”) if any, who:

- (a) need to know the Confidential Information for the purposes of this Contract, and only to the extent that each such Representative needs to know such Confidential Information for the purposes of this Contract; and
- (b) have agreed to maintain confidentiality of the Confidential Information at least to the same extent as the obligations included herein.

8.4 Each Receiving Party shall, at its own expense:

- (a) ensure that each Representative of the Receiving Party to whom Confidential Information is disclosed, complies with the obligation of confidentiality and terms set out herein;
- (b) notify the Disclosing Party immediately upon becoming aware of a suspected or actual breach of confidentiality;
- (c) take steps to prevent or stop any suspected or actual breach of this Contract and to prevent any unauthorized person or entity from obtaining any Confidential Information as it takes with regard to its own Confidential Information but not less than reasonable steps; and
- (d) comply with the reasonable directions of the Disclosing Party in the event of a breach of confidentiality by the Receiving Party and/or its Representative.

8.5 The obligations of confidentiality under this Contract shall not extend to any information:

- (a) that is publicly available at the date of its disclosure or becomes generally available to the public without a breach of confidentiality under this Contract or

unauthorised disclosure by persons to whom Disclosing Party has made the information available;

- (b) which at or prior to the time of disclosure was known to the Receiving Party free from any restriction;
- (c) which is lawfully received from another source free of restriction and without breach of confidentiality under this Contract or unauthorized disclosure by persons to whom the Disclosing Party has made the information available to;
- (d) which is developed by the Receiving Party independently of any Confidential Information of the Disclosing Party as evidenced by written records.

8.6 Where a Party discloses Confidential Information of another Party in accordance with Clause 8.2(b), the Receiving Party shall:

- (a) limit the disclosure to the minimum required to comply with any applicable law or governmental authority;
- (b) ensure that the Disclosing Party is provided with written notice of the circumstances of the required disclosure, unless such notice is prohibited by such law, order of court or governmental authority; and
- (c) (to the extent reasonably possible) consult with the Disclosing Party about the form of disclosure prior to the making of the disclosure, failing which it shall do so as soon as is reasonably practicable after the making of such disclosure.

8.7 Where a Disclosing Party discloses Confidential Information of a Receiving Party in accordance with Clause 8.5 they have the burden of showing that such Confidential Information was not subject to the obligations of confidentiality under this Contract.

8.8 The Parties hereby agree that:

- (a) all discussions about or relating to the Project; and
- (b) the contents of this Contract,

are confidential and no Party shall disclose that information without the prior written consent of the other Party. For the avoidance of doubt, nothing in this Clause 8.8 shall preclude the Parties from disclosing the existence of this Contract and to identify this Contract in its required reports to each Party's regulatory authorities and funding agencies.

8.9 Clauses 8.2 to 8.8 shall survive the termination or expiry of this Contract for a period of five (5) years.

8.10 Subject to Clause 8.11, the Organisation may disclose the Board's Confidential Information only to the Consultant, if any. The Organisation shall obtain written consent from the Board before disclosing the Board's Confidential Information to the Consultant.

8.11 In the exercise of its right under Clause 8.10, the Organisation agrees to procure for the Board an undertaking from the Consultant, if any, to keep the Board's Confidential Information confidential and to observe, to comply with, and to be subjected to these Conditions of Contract in the form as set out in Form A.

8.12 The Parties agree and acknowledge that:

- (a) all Confidential Information is provided on an "as-is" basis, and there shall be no representation or warranty by Disclosing Party, express or implied, as to the accuracy, reliability or completeness of the Confidential Information;
- (b) the Disclosing Party shall not be responsible to the Receiving Party for any liability relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom;
- (c) damages may be an inadequate compensation for breach of the obligations in Clause 8 and, subject to the court's discretion, a Disclosing Party may seek to restrain by an injunction or similar remedy, any conduct or threatened conduct which is or would be a breach of this Contract without being required to post any security, and the Receiving Party undertakes not to object to or challenge the Disclosing Party's application for such relief; and
- (d) the disclosure of Confidential Information hereunder shall not constitute any representation, warranty, assurance, guarantee, or inducement of any kind by the Disclosing Party as to the non-infringement of the intellectual property rights of third parties, or as to any other matter.

8.13 Without prejudice to Clause 8.12, the failure of any Representative or Consultant to whom any Confidential Information has been or will be disclosed to by the Organisation to observe any obligation under Clause 8 will be deemed a breach of such obligation by the Organisation.

9. Publications

9.1 Without prejudice to Clause 3.9 and Clause 3.10, any Party may, with the prior written consent of the other, such consent not to be unreasonably withheld or delayed, 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 Project.

9.2 The Party intending to make the publication (the "**Publishing Party**") shall furnish the other Party (the "**Other Party**") copies of such 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 shall, within thirty (30) days of receipt of the proposed publication or presentation, forward its written objections 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.

- 9.3 Confidential Information identified by the Other Party which is governed by Clause 8 shall be deleted from the proposed publication or presentation unless the Other Party agrees to treat the Confidential Information as patentable information, in which case, such Confidential Information shall be treated as patentable information to which the provisions of Clause 9.4 below shall apply.
- 9.4 In the event that the Other Party objects to any such publication or presentation on the basis that the same would disclose patentable information, the Publishing Party shall withhold such publication or presentation for a period of sixty (60) days from the date of receipt of such objection in order for the Other Party to file the relevant patent application(s) with respect to the patentable subject matter contained in the proposed publication or presentation.
- 9.5 Clauses 9.1 to 9.4 shall survive the termination or expiry of this Contract for a period of five (5) years.

10. Use of Names

- 10.1 Neither Party shall use the name of the other for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.
- 10.2 Notwithstanding the generality of Clause 10.1, the Parties may notify third parties of the fact that this Contract is in effect.

11. Indemnity

- 11.1 Each Party shall indemnify, defend and hold harmless the other Party, its servants and agents against all or any liability, claim, expense, including court costs and fees of solicitors and other professionals, or loss in respect of any damage to any property or any personal injury to or the death of any person, only where such liability, claim, expense, loss, personal injury or death was caused by the default or negligence of the other Party or its servants or agents arising out of or in the course of its performance of this Contract.

12. Insurance

- 12.1 No work at any the Board's premises shall be permitted without the Authorised Personnel(s) and contractors being properly insured. The Organisation shall or shall ensure that its contractor(s) shall, acquire the Contractors' All Risk Insurance for its representatives and contractors at its own cost and shall, upon request, submit the documentation to the Board for verification.
- 12.2 In addition, the Organisation shall take up Third Party Liability Insurance at its own cost to cover risk exposure to asset and property of the Board and other third parties

after construction works at any premise of the Board are completed until the end of the Contract Period.

12.3 Third Party Liability Insurance undertaken by the Organisation should:

- (i) Name the Board as an additional insured;
- (ii) Include minimum liability of SGD 1,000,000;
- (iii) Include liability in respect of loss or damage to property belonging to or in the charge or control of the Organisation or any servant or agent of the Organisation;
- (iv) Include a definition that property of the Board and the Board's representatives including employees shall be deemed to be third parties; and
- (v) Include a cross liability clause, which states that the Board and the Organisation, for the purpose of the said Third Party Liability Insurance Policy, shall be considered as a separate and distinct unit. The "Insured", as mentioned in the Third Party Liability Insurance, shall be considered as applying to the Organisation and the Board in the same manner as if a separate policy had been issued to the Organisation and the Board, and the insurer agrees to waive all rights of subrogation action which they may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder provided nevertheless that nothing in the clause shall be deemed to increase the limitation on extent of the Organisation's liability in respect of any one accident or series of accidents.

12.4 The Organisation shall, upon request, extend a copy of the Third Party Liability Insurance policy to the Board for verification.

12.5 Notwithstanding Clause 12.1 to 12.3, should the work falls under one or more categories below:

- a. Category 1 - Below Ground Civil Engineering Works excluding Pipe Jacking/ Micro-tunnelling,
- b. Category 2 - Below Ground Civil Engineering Works involving Pipe Jacking/ Micro-tunnelling,
- c. Category 3 – Wet Civil Engineering Works,
- d. Category 4 - Above Ground Construction, Rehabilitation of Sewerage System, Mechanical and Electrical works, or
- e. Category 5 - Supply of Materials and Labour Contracts,

the Board will arrange the Contractors' All Risks and Third Party Liability Insurance through the its appointed insurance broker ("**PUB Blanket Insurance Scheme**"). The Organisation and its contract are deemed to have read, accepted and shall comply with all the terms and conditions contained in the specimen policies of PUB Blanket Insurance Scheme.

12.6 PUB Blanket Insurance Scheme shall not in any way reduce the Organisation's liabilities in respect of its liability to indemnify the Board in respect of personal injury to or death of any person or loss of or damage to any property.

12.7 The Organisation shall be fully responsible for all excesses/deductibles carried in the PUB Blanket Insurance Scheme. The Organisation shall, at its own expense notify,

prepare, negotiate and settle all claims under the PUB Blanket Insurance Scheme with the insurers, loss adjusters and/or appointed insurance brokers. The Organisation shall allow for all attendance and incidental costs incurred in connection with the administration and claims handling of the PUB Blanket Insurance Scheme.

- 12.8 Where insurance is found to be inadequate during the course of the Project, PUB reserves the right to issue a “Stop Work Order” and/or disallow entry into PUB premise.

13. Assignment

- 13.1 Neither Party shall assign this Contract or otherwise transfer its rights or obligations, or any part thereof, under this Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld.

14. Warranties

- 14.1 The Organisation warrants that:

- (a) the assigned Project team engaged to carry out the Tasks shall have the qualifications and requisite experience as agreed by the Parties and the Organisation understands that any revisions to the same shall be subject to the Board's approval;
- (b) Tasks shall be performed in accordance with generally accepted practice and that it shall use reasonable care and diligence in carrying out Tasks; and
- (c) it is authorised to enter into this Contract.

- 14.2 The Board warrants that it is authorised to enter into this Contract.

- 14.3 The Parties acknowledge that the Project is research-based in nature and accordingly, completion of the Project within the timelines set out in the Project schedule/plan or the achievement of specific results, deliverables and/or milestones can only be planned and cannot be guaranteed. Each Party agrees to use their reasonable efforts in their respective performance of this Contract.

15. Notices

- 15.1 Any notice, request, waiver, consent or approval under this Contract (“**Notice**”) shall be in writing in the English language and shall be deemed to have been duly given or made upon personal delivery or upon posting by pre-paid registered mail addressed to the other Party to the address set out in Clause 15.2 or upon sending electronic mail to the electronic mail to the email address of the other Party below set out in Clause 15.2, or any other address notified by it to the other Party in accordance with Clause 15.3 subsequent to the Date of Commencement.

15.2 The addresses of the Parties for the purposes of this Clause are set out against their respective names as follows:

Host Organisation: [Full name of Host Organisation as stated in the Form of Tender submitted by the Organisation]

Address: [Address of the Host Organisation as stated in the Form of Tender submitted by the Host Organisation]

Attention: [As specified by the Host Organisation in its Tender submission, failing which to be sent to the Research Director]

Email address: []

Partner Organisation: [Full name of Partner Organisation as stated in Annex A1 submitted by the Host Organisation, if any]

Address: [Address of the Partner Organisation, if any]

Attention: [As specified by the Partner Organisation, if any]

Email address: []

Board: **PUBLIC UTILITIES BOARD**

Address: **TECHNOLOGY DEPARTMENT**

84 Toh Guan Road East,
#06-01, Singapore Water Exchange
Singapore 608501

Attention: Chief Engineering and Technology Officer

15.3 The Parties shall promptly notify each other in writing of any changes in the addresses set out in Clause 15.2.

16. Force Majeure Events

16.1 “**Force Majeure Event**” means any event or circumstance, the occurrence of which is beyond the reasonable control of a Party (“**affected Party**”) and could not have been avoided by steps which might reasonably be expected to have been taken by the affected Party, and which causes or results in the failure of the affected Party to perform, or in its delay in performing, any of its obligations owed to the other Party under this Contract.

16.2 Where any Party is unable to perform or carry out all or any of its obligations under this Contract by reason of any Force Majeure Event, this Contract shall remain in effect but:

(a) the non-performing Party's relevant obligations; and

(b) the obligations of the other Party owed to the non-performing Party, except for payments due for work done and/or already performed,

shall be suspended for the duration of the Force Majeure Event, provided that:

(aa) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure Event;

- (bb) in respect of the suspension of the non-performing party's obligations:
 - (i) the non-performing Party gives the other Party prompt notice describing the circumstances constituting the Force Majeure Event, including the nature of the occurrence and its expected duration; and
 - (ii) the non-performing Party uses its reasonable efforts to remedy its inability to perform or carry out all or any of its obligations under this Contract.

16.3 Where the Force Majeure Event continues for a period exceeding sixty (60) days from the notification described in Clause 16.2(bb)(i), a Party may at any time thereafter terminate this Contract by written notice to the other Party.

17. Dispute Resolution

17.1 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to the Chief Engineering and Technology Officer, PUB and the personnel assigned and authorised by the Organisation for amicable settlement or, if the Parties deem fit, to a mediator to be jointly appointed by the Parties.

17.2 Any dispute which cannot be resolved by amicable settlement by the process described in Clause 17.1 shall be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the SIAC (“SIAC Rules”) for the time being in force, which SIAC Rules are deemed to be incorporated by reference to this Clause. The tribunal shall consist of a single arbitrator to be mutually agreed by the Parties, and failing mutual agreement, to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. Any award made herewith shall be final and binding upon the Parties and the judgement on such award may be entered into any court or tribunal having jurisdiction hereof. The seat of the arbitration shall be in Singapore. The governing law of arbitration shall be the laws of Singapore.

18. Third Party Beneficiary

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

19. Governing Law and Jurisdiction

19.1 This Contract shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Parties agree to submit to the jurisdiction of the courts of Singapore in relation to the supervisory jurisdiction of the courts of Singapore over the arbitration.

20. Amendment

20.1 Except as otherwise provided herein, no addition, amendment or modification of this Contract shall be effective unless specifically agreed upon by both Parties in writing.

21. Health and Safety

21.1 The Parties are committed to safeguarding the health, safety and welfare of the Authorised Personnel and to ensuring that generally accepted health and safety practices and procedures are adhered to in the course of preparing for, undertaking and performing the Project under this Contract.

21.2 Where Authorised Personnel are allowed by the Board to carry out the Project at the Board's premises or off-site location, the Organisation shall ensure that such personnel comply strictly with the Board's workplace regulation and security requirements.

21.3 Where required by legal regulations, the Organisation with the consent of the Board, may register the Project worksite located within the Board's premises or within the Board's off-site location as a factory in accordance with Workplace Safety and Health (Regulation of Factories) Regulations 2008.

21.4 Each Party agrees that, in the event of any accident or incident occurring at the Board's premises or at any of its off-site location involving personal injury, work-related illness or death to Authorised Personnel performing the Project, the Organisation shall notify in writing the Board as soon as possible or in any event no later than within twenty-four (24) hours of such occurrence.

21.5 In the event of the Authorised Personnel failing to adhere to a Party's health and safety practices and procedures while undertaking and performing the Project under this Contract at the Board's premises, the Board shall notify in writing the Organisation as soon as possible or in any event no later than two (2) days of such occurrence.

22. Gifts, Inducements and Rewards

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

23. Audits

- 23.1 The Board is entitled from time to time, through its appointed audit agents, to conduct ad-hoc on-site audits to ensure that the terms of this Contract are being, or were met and that reports and all information submitted to the Board by the Organisation are accurate, correct and not misleading.
- 23.2 The Organisation shall ensure that the Board's audit agents are given full access to all accounts, records, documents, assets and premises in connection with the Funding Amount, and shall provide the Board and its audit agents with all reasonable cooperation and assistance in connection with the audits.
- 23.3 The Board and Organisation shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, unless the audit identifies a material breach or default of this Contract by the Organisation, in which case the Organisation shall reimburse the Board for all of the Board's reasonable costs incurred in connection with the audit.

Additional Requirements from the Board

The following Clauses 24-34 serve as additional requirements from the Board, only when the Project is located at a PUB Facility

24 Additional Definitions

For clauses 24 to 34, unless the context otherwise requires, the following additional definitions shall apply:

- (a) “**PUB Facility**” means the Board’s installation where the Site is located;
- (b) “**Site**” means the allocated site at the PUB Facility where the pilot test facility is installed

25 Site Test Use

- 25.1 The Board permits the Organisation to use the Site for the sole purpose of the Project and subject to the requirements set out in Clause 24 to 34
- 25.2 The Board’s permission to the Organisation to use the Site shall not be construed as giving the Organisation exclusive use of the PUB Facility. The Board retains the right to grant permission at any time to other occupants or parties to use the PUB Facility or other sites in the PUB Facility.

26 Site Test Duration

- 26.1 The Organisation shall be entitled to the use of the Site for the Contract Period. The Organisation shall begin installation works at the Site within ninety (90) days of the Date of Commencement, or any other period approved by the Board. Failure to do so will lead to an immediate revocation of the permission to use the Site.
- 26.2 The Organisation shall seek the approval of the Board for any extension to the Contract Period, by writing to the Board. The approval for any extension to the Contract Period be at the sole discretion of the Board.

27 Licenses and Permits

- 27.1 The Organisation shall ensure that the Site has obtained Industrial Allocation clearance from the Central Building Plan Department from National Environmental Agency (“**NEA**”) for the storage and usage of chemicals (“**Hazardous Substance**”) controlled under the Environmental Protection and Management Act and the Environmental Protection and Management (Hazardous Substances) Regulations before storing any Hazardous Substance on the Site.

27.2 The Organisation shall apply to all other relevant authorities for all other necessary approvals to use the Site, and to commence using the Site only after such necessary approvals have been obtained.

28 Security

28.1 Particulars of Authorised Personnel(s)

The Organisation shall make available the particulars of the Authorised Personnel(s), who are lawfully permitted by the authorities to perform the work as described in the Annex A1, to work at the Site. The information shall include:

- a. Name as printed in NRIC (or Passport)
- b. For Singaporeans: NRIC No.
- c. For Foreigners: Passport No.
- d. Work Permit No. (where applicable)

28.2 Conduct of Authorised Personnel(s)

In the performance of work related to the Project, the Authorised Personnel(s) shall refrain from wandering into areas beyond the Site. The representatives and contractors shall comply with the security requirements at the PUB Facility.

28.3 Visitors

The Organisation shall seek the Board's approval to invite visitors to the Site. If approved, the Organisation shall ensure that its visitors shall comply with the security requirements at the PUB Facility. In the performance of work related to the Project, the Authorised Personnel(s) shall refrain from wandering into areas beyond the Site. The representatives and contractors shall comply with the security requirements at the PUB Facility.

28.4 Photography and Video Recording

All forms of photography and video recording are not permitted within the PUB Facility. The Organisation shall inform the Board should there be a need to take photographs or record videos. Upon approval, the photography and video recording shall take place only in the presence of the Board's personnel.

28.5 Denial of Access into PUB's Facility

The Board reserves the right to deny access into the Site and the PUB Facility, without having to give any reason for such denial.

28.6 Working Hours

The Authorised Personnel(s) shall strictly adhere to the working hours at the PUB Facility. Where this is unavoidable, the Organisation shall seek the Board's approval to work outside the working hours at the Site.

28.7 Prohibition of Illegal Immigrants

The Organisation shall at no time allow illegal immigrants and inappropriate skilled personnel to work at the Site.

29 Integration Works Required of Project

The Organisation shall submit the intended layout of the Site to the Board, through PUB Representative, before the commencement of integration work. In the event that the Organisation wishes to erect any structures outside the Site but within PUB Facility, the Organisation shall seek the written consent of the Board. No structures shall be erected on the Site and/or PUB Facility unless written consent from the Board has been sought. The Organisation shall ensure that all structures erected are designed and certified by the relevant authorities.

30 Operation and Maintenance of Project

30.1 Operation and Maintenance

The Organisation shall be responsible for all operation and maintenance aspects of the Project at the Site. This includes water sampling, collection and transportation.

30.2 Off-line Pilot Test

Pilot test should not be part of the main treatment process of the operating plant at the PUB Facility. To reduce the likelihood of disruptions to the main treatment process, the Organisation shall install safeguards to maintain the integrity of the PUB Facility and its operations (e.g., break tank, electrical isolation, check valves, etc.).

30.3 Waste Water Disposal

The Organisation shall not discharge, dump, or leave any wastewater including but not limited to pollutants into the PUB Facility's drains and sewers. All waste water shall be treated at the Organisation's expense based on requirements spelt out in the Sewerage and Drainage Act (Chapter 294) and the Sewerage and Drainage (Trade Effluent) Regulations before any waste water is discharged at designated location in the PUB Facility. Subject to Clause 29, the Organisation shall construct relevant structures to convey the treated wastewater for discharge at designated location in the PUB Facility. Similarly, the Organisation shall at their own expense implement silt control measures at the Site and to ensure that no silt water is discharged into the PUB Facility's drains.

30.4 Waste Disposal

The Organisation shall provide and maintain refuse receptacles for all litter and waste produced in connection with the Project, in conformity with the requirements and standards prescribed by the relevant health authorities, to keep the refuse and waste out of the sight of the public at all times, and to transfer or dispose of such litter and waste

in suitable receptacles to such area and at such time each day as may be prescribed by the Board. The Organisation shall not store or dispose earth and debris on the Site and the PUB Facility.

30.5 Signage

The Organisation shall prominently display signage containing the contact information of Authorised Personnel to operate the Project and maintain the Site. The personnel shall be contactable at all times.

30.6 Emergency Shut Down

In an emergency, the person in charge will be given notice should an emergency shutdown be required. In the case that the person in charge cannot be contacted, the Board's personnel have the right to shut down the operation of the Project immediately. In such a case, the Board shall not be responsible for any damage arising from the shutdown.

31 House-Keeping

31.1 Cleanliness of Site

The Organisation shall maintain the cleanliness of the Site at all times, to the satisfaction of the Board. This shall include the cleaning work at the end of the Project, when the Site is to be returned to the Board.

31.2 Vector Control

The Organisation shall be responsible for vector control to guarantee the cleanliness and sanitation of the Site, and prevent any potential hazards caused by mosquito breeding. The Organisation shall be liable for any fines imposed by NEA.

32 Damages

32.1 Damage to the Board's Assets

Where damage to the Board's and/or any third party's asset is attributable to the Organisation, the Organisation shall be liable for such damage and shall repair the damage to the reasonable satisfaction of the Board and/or the relevant third party, at the Organisation's cost. Where the Board and/or the relevant third party undertake the repair work, the cost and expense of such repair work shall be borne by the Organisation.

32.2 Damage to Asset Belonging to Other Occupiers of the PUB Facility

Where damage to asset belonging to other occupiers of the PUB Facility is attributed to the Organisation, the Organisation shall be liable for the damage.

32.3 Damage to the Organisation's Asset by other Occupiers of the PUB Facility

Where damage to the Organisation's asset is attributed to other occupiers of the PUB Facility, the Board shall not be liable for such damage.

33 Extension of Site Use

- 33.1 For any extension of the Contract Period under Clause 26.1, the Third Party Liability Insurance under Clause 12 shall be extended by the Organisation at its own cost to cover the extended duration.
- 33.2 The Organisation shall at its own cost ensure that all licenses and permits mentioned in Clauses 27 and 28 are acquired for the extended duration.

34 Limitation of Site Use Liability

- 34.1 The Board shall not in any way be liable to the Organisation or its servants, agents and invitees for:
- a. any loss or damage to property or goods in the Site or the PUB Facility or any part thereof unless such loss or damage is due to any wilful or negligent act or omission on the part of the Board, its servants or agents; or
 - b. any interruption, disruption or cessation in the Organisation's use of the Site by reason of:
 - any upgrading, retrofitting, necessary repair or maintenance of the Site or PUB Facility; or
 - any damage or destruction to the Site or PUB Facility; or
 - any Act of God, inclement conditions, strikes, labour disputes, riots, fire or other events beyond the control of the Board.

This Undertaking dated _____ is made by:

[Insert name of entity], a company incorporated under the laws of **[Country]** and having its registered office at **[address]** (“the **“Permitted Person”**”);

in favour of:

Public Utilities Board, a body corporate reconstituted under and by virtue of the Public Utilities Act (Cap. 261), and having its office at 84 Toh Guan Road East, #06-01, Singapore Water Exchange, Singapore 608501 (“**Board**”).

Whereas:

- (A) Pursuant to a contract dated _____ and made between **[insert name of all Organisations]** (jointly and severally referred to as “**the Organisation**”) and the Board, the Organisation and the Permitted Person have requested for the Board’s consent to the disclosure by the Organisation of Confidential Information (as defined below) to the Permitted Person for the Permitted Purpose (as defined below).
- (B) The Organisation has appointed the Permitted Person under an agreement dated _____ to provide certain consultancy services for the Project (as defined below).
- (C) The Board has agreed to the disclosure of Confidential Information (as defined below) subject to the Permitted Person executing the present Undertaking (as defined below).

This Undertaking witnesses as follows:

1 Definitions and interpretation

1.1 In this Undertaking:

1.1.1 “Confidential Information” means:

- (i) **[insert description of specific information requested by the Permitted Person, if any. For eg - any and all information and data subsisting in the water contained in PUB’s reservoirs/water treatment plants, plant performance data;]**
- (ii) any data or information obtained through the collection of any material by the Permitted Person, where such collection requires the written authorisation of PUB;
- (iii) all other information and data (including model set ups, water quality data, documents, drawings, sketches, designs and other non-public information, inventions, techniques, models, algorithms, routines, methodology, demonstration programs, formulas, software programs, computer programs and systems, databases, computer codes, schematics, improvements, materials, trade secrets, know how, research plans,

strategies, financial data, and data relating to consumers) disclosed or to be disclosed by the Board to the Organisation, which is in written, oral, electronic or in any other form or medium and whether recorded or stored in a document which (a) is marked by the Board as “Confidential” or “Proprietary” or with other words of similar import in the case that disclosure is made in written, electronic or in any other tangible form; or (b) in the case of an oral or visual disclosure, the Board identifies such disclosure as being confidential concurrent with the oral or visual disclosure and delivers to the Organisation a written statement within thirty (30) calendar days from the date; and

(iv) any and all findings, methods and results derived from the data and information described in sub-paragraph (i) above

1.1.2 “**Document**” means any note, memorandum, record, report, computer program, computer record or any other means by which information may be stored or reproduced, including any notes taken during the discussions between the Board and/or the Organisation and/or the Permitted Person and any recordings thereof containing Confidential Information.

1.1.3 “**Permitted Purpose**” means the purpose of providing consultancy services to the Organisation for the Project.

1.1.4 “**Project**” means the research and development (R&D) project called “[**Project Title**]”.

1.1.5 “**Representatives**” mean the directors, officers and employees of the Permitted Person.

1.1.6 “**Undertaking**” means this Undertaking executed as deed, and any and all Schedules, as may be amended, modified or supplemented from time to time in accordance with the terms hereof.

2 **Consent for and conditions to disclosure**

2.1 In consideration of the Board granting the Organisation consent to disclose the Confidential Information or any part thereof to the Permitted Person, the Permitted Person hereby irrevocably and unconditionally undertakes to and for the benefit of the Board to:

2.1.1 receive and hold the Confidential Information in strict confidence except where disclosure is required by law, order of court or any government authorities;

2.1.2 not use, disclose, reverse engineer, disassemble, record, or duplicate (whether directly or indirectly) or make any attempt thereof of the Confidential Information in any medium, except to the extent expressly permitted under this Undertaking or with the prior written consent of the Board;

- 2.1.3 to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use, dissemination, reproduction and republication of the Confidential Information, as the Permitted Person would use to protect its own Confidential Information;
- 2.1.4 at all times observe and adopt such security measures as may be appropriate to ensure that the confidentiality of such Confidential Information is not at any time or in any way compromised and without prejudice to the generality of the foregoing, no Confidential Information shall be stored in any computer terminal to which online access may be obtained, acquired or established, whether electronically or otherwise, by any third party and it shall not be a defence for the Permitted Person to assert that it had exercised due diligence or acted reasonably in ensuring the confidentiality of such information;
- 2.1.5 notify the Organisation from whom it received such Confidential Information and the Board if it suspects, or becomes aware of, any unauthorised use, dissemination, reproduction and republication of any of the Confidential Information;
- 2.1.6 not disclose the Confidential Information to any third party without the prior written consent of the Board except as stated Clause 4.1 below, provided that the Permitted Person shall ensure compliance with Clause 4 below; and
- 2.1.7 without prejudice to the foregoing, not to issue any press release, or other public disclosure or announcement relating to the Project except with the prior written consent of the Board.

3 The Board's discretion

- 3.1 Notwithstanding anything in this Undertaking, the Board has the overriding power to approve or withdraw its approval of any disclosure of Confidential Information to any person including the Permitted Person, which shall remain at the Board's absolute discretion.

4 Permitted use and disclosure

- 4.1 The Permitted Person:
 - 4.1.1 may only use the Confidential Information for the Permitted Purpose;
 - 4.1.2 must ensure that only those of the Representatives with a bona fide need to know such Confidential Information may be permitted to use such Confidential Information for the Project; and
 - 4.1.3 must generally ensure that none of the Representatives does anything which if done by the Permitted Person would be inconsistent with this Undertaking.
- 4.2 The Permitted Person shall at its own expense:

- 4.2.1 ensure that each Representative to whom Confidential Information is disclosed, complies with the obligation of confidentiality and terms set out herein;
- 4.2.2 notify the Board immediately upon becoming aware of a suspected or actual breach of confidentiality;
- 4.2.3 take steps to prevent or stop any suspected or actual breach of this Undertaking and to prevent any unauthorized person or entity from obtaining any Confidential Information as it takes with regard to its own Confidential Information but not less than reasonable steps; and
- 4.2.4 comply with the reasonable directions of the Board in the event of a breach of confidentiality by the Permitted Person and/or its Representative

5 Return and destruction of information

- 5.1 If so requested by the Board, the Permitted Person shall, promptly return to the Organisation or the Board, or destroy or delete, all any and all Documents, information, data, drawings, designs, materials, recording, whether in electronic or material form (including all duplicate copies), of that Confidential Information provided by the Organisation and any documentation or other materials containing Confidential Information or which the Permitted Person may have created incorporating any of the Confidential Information, in the possession of the Permitted Person.
- 5.2 Permitted Person shall observe the provisions of the Official Secrets Act (Chapter 213) and Statutory Bodies and Government Companies (Protection of Secrecy) Act (Chapter 319).

6 Operation of this Undertaking

- 6.1 This Undertaking continues without limitation in time but, subject to Clause 6.2, does not apply to Confidential Information that:
 - 6.1.1 is in or enters into the public domain other than as a result of a breach by the Permitted Person of this Undertaking or unauthorised disclosure by persons to whom the Permitted Person has made the information available;
 - 6.1.2 which at or prior to the time of disclosure was known to the Permitted Person free from any restriction;
 - 6.1.3 is received by the Permitted Person from a person (other than the Board, the Organisation, or any of their employees or authorised officers) legally entitled to possess that information and provide it to the Permitted Person; or
 - 6.1.4 which is developed by the Permitted Person independently of any Confidential Information as evidenced by written records

- 6.2 If the Permitted Person is required to make a disclosure referred to in Clause 2.1.1:
- 6.2.1 the Permitted Person may disclose only the minimum information in the Confidential Information required to comply with the applicable law or governmental authority; and
 - 6.2.2 the Permitted Person must, to the extent that it is not prohibited or restricted under any applicable law or governmental authority,
 - (a) notify the Board as soon as reasonably practicable of the circumstances of the required disclosure and particulars of Confidential Information to be or which have been disclosed; and
 - (b) (to the extent reasonably possible) consult with the Board about the form of disclosure prior to the making of the disclosure, failing which it shall do so as soon as-is reasonably practicable after the making of such disclosure
- 6.3 Where the Permitted Person discloses the Confidential Information in accordance with Clause 6.1 of this Undertaking, the Permitted Person shall have the burden of showing that such Confidential Information was not subject to the obligations of confidentiality under this Undertaking.

7 Acknowledgement

- 7.1 The Permitted Person acknowledges and agrees that:
- 7.1.1 all Confidential Information is provided on an “as-is” basis, and the Board makes no warranty or representation, express or implied, as to the accuracy, reliability or completeness of any and all of the Confidential Information;
 - 7.1.2 PUB shall not be responsible to the Permitted Person for any liability relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom;
 - 7.1.3 the disclosure of Confidential Information hereunder shall not constitute any representation, warranty, assurance, guarantee, or inducement of any kind by the Board as to the non-infringement of the intellectual property rights of third parties, or as to any other matter;
 - 7.1.4 this Undertaking does not convey any proprietary or other interest in the Confidential Information to the Permitted Person;
 - 7.1.5 any disclosure or use by the Permitted Person of the Confidential Information (except as expressly permitted under this Undertaking) could cause considerable commercial and financial detriment to the Board; and
 - 7.1.6 damages may be inadequate compensation for breach of this Undertaking and, subject to the court's discretion, the Board may seek to restrain by an injunction or similar remedy, any conduct or threatened conduct which is or

would be a breach of this Undertaking without being required to post any security, and the Permitted Person undertakes not to object to or challenge the Board's application for such relief.

8 Indemnity

8.1 The Permitted Person hereby irrevocably and unconditionally undertakes with and for the benefit of the Board to:

8.1.1 indemnify and keep the Board indemnified from and against all losses, costs (including legal costs on a full indemnity basis incurred by PUB), claims, expenses, liabilities, loss or damage of whatever nature (regardless of any legal principles relating to remoteness of damage) arising out of or caused by or in connection with:

- (i) any breach or threatened breach by the Permitted Person of the obligations under this Undertaking; and
- (ii) any enforcement or attempted enforcement by the Board of its rights or remedies under this Undertaking against any person; and

8.1.2 pay to the Board on demand, all such payments, damages and/or losses suffered or incurred by the Board in consequence thereof or arising therefrom, excluding only any costs, claims, expenses, liabilities, losses, damages, and/or payments arising from and to the extent of gross negligence or fraud of the Board.

8.2 Nothing contained in this Undertaking shall be construed as prohibiting the Board from pursuing any other remedies available to it, either at law or in equity, for such breach or any threatened breach, including any equitable remedy and the recovery of damages.

9 Waiver

9.1 No failure on the part of the Board to exercise, and no delay on its part in exercising any right or remedy arising from this Undertaking will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise thereof. The rights and remedies provided in this Undertaking are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

9.2 Any provision or breach of any provision of this Undertaking may be amended or waived only if the Board so agrees in writing. Any waiver, and any consent by the Board under any provision of this Undertaking, must also be in writing and may be given subject to any conditions thought fit by the Board. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

10 Partial Invalidity

10.1 The illegality, invalidity or unenforceability of any provision of this Undertaking under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision hereunder.

10.2 In case any provision in this Undertaking shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of this Undertaking but this Undertaking shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

11 Third Parties

11.1 Save for the Board (and its respective successors and assigns), no person shall have any right, whether under the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise, to enforce any provision of this Undertaking.

12 Governing Law and Jurisdiction

12.1 The construction, validity and performance of this Undertaking shall be governed by the laws of Singapore (excluding any conflict of laws rules which would refer the matter to, or permit the application of, the laws of another jurisdiction).

12.2 Any suit, action, or proceeding concerning any difference or dispute of whatsoever nature arising out of or relating to this Undertaking may be brought in the courts of Singapore and the courts of Singapore shall have non-exclusive jurisdiction.

In witness whereof this Undertaking has been entered into on the date stated at the beginning.

SIGNED SEALED AND DELIVERED

by _____

Designation:

for and on behalf of

[Permitted Person]

}

In the presence of:

Witness's signature

Name:

Address:

Designation: