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RESEARCH COLLABORATION AGREEMENT

This Research Collaboration Agreement (this "Agreement") is made on XXXX

Between

Singapore Sports Council, a body corporate established under the Singapore Sports Council Act and having its principal place of business at 3 Stadium Drive, Singapore 397630 (rebranded as "Sport Singapore" with effect from 1 April 2014 and hereinafter referred to as "SportSG" or "Sport Singapore").

And

[] registered in Singapore and having its registered office at [] ("XXXX");

Each hereinafter shall separately be referred to as a "Party" and collectively as the "Parties"

WHEREAS:

- A. SportSG is the national agency for the promotion of sports in Singapore.
- B. [] and SportSG are desirous to enter into a research collaboration for [].
- C. The Parties hereto are therefore desirous to enter into a definitive agreement on the collaboration activities and intentions and that this Agreement between themselves shall be governed by the terms and conditions hereinafter contained.

THE PARTIES AGREE AS FOLLOWS:

1. RESEARCH PROJECT

- 1.1. The Parties wish to undertake a research project titled "[INSERT TITLE OF PROJECT]" (the "Project"), the details of which are set out in Clause 1 of Appendix A to this Agreement.
- 1.2. The representative directing SportSG's activities on the project shall be [INSERT NAME] ("SportSG Investigator"). The representative directing XXXX'S activities on the project shall be [INSERT NAME] ("XXXX Investigator"). The SportSG and XXXX Investigators shall coordinate the activities with [INSERT NAME] ("XXXX Co-Investigators") and [INSERT NAME] ("SportSG Co-Investigator") to form the research team (the "Research Team").

2. OBLIGATIONS OF PARTIES

- 2.1. The respective obligations of the Parties are as set out in Clause 2 of Appendix A.

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- 2.2. The Parties shall to the best of their ability, comply with the Project Schedule as set out in Clause 3 of Appendix A.
- 2.3. The Parties shall during the Term of this Agreement produce the Deliverables as set out in Clause 4 of Appendix A.

3. **INTELLECTUAL PROPERTY**

- 3.1. All Background Intellectual Property (defined below) held by a Party prior to entering into this Agreement or disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.
- 3.2. Each Party hereby grants to the other Party a non-exclusive, non-transferable, royalty-free, limited right and license to use in Singapore during the Term (defined in Clause 8.1), its Background Intellectual Property for the purpose of performing such other Party's obligations under this Agreement and for no other purpose. If part of the Background Intellectual Property belongs to a third-party supplier, then the Party providing such third-party Intellectual Property Rights shall take reasonable steps to ensure that the Background Intellectual Property may be used by the other Party under this Agreement.
- 3.3. Save as expressly licensed in this Agreement, no Party is granted any other right or interest in the other Party's Background Intellectual Property.
- 3.4. SportSG shall own all and/or any Foreground Intellectual Property that results from or is generated pursuant to or for the purpose of this agreement. The Parties shall enter into separate agreement(s) on the licensing of its Foreground Intellectual Property with the other Party if the need shall arise.
- 3.5. For the avoidance of doubt, the rights granted to each Party pursuant to Clause 3 of this Agreement shall, where such Party has a statutory function or is acting under the direction of the Government, be read to include the right to use and to allow any third party the right to use the Foreground IP to enable such Party to fulfil its statutory functions, powers, duties and/or activities directed by the Government whether or not such statutory functions, powers, duties and/or activities have a commercial or non-commercial purpose.
- 3.6. For the purposes of this Agreement, the following terms shall have the following meanings:

"Background Intellectual Property" shall mean all Intellectual Property Rights created and/or owned by a Party including, without limitation, all curriculum, teaching materials, methodology, protocols, guidelines, all third party intellectual property licensed to such Party, whether or not the foregoing materials are in an electronic or other format, prior to the commencement of or during this Agreement or outside of the scope of work performed pursuant to the Project and contributed by that Party to the Project in the course of performing this Agreement;

"Foreground Intellectual Property" means all Intellectual Property Rights developed, created or arising for the purpose of this Agreement and in the course of performance in accordance with the terms of this Agreement; and

Commented [RK(1): This is our default position. We may have to alter our position depending on the level of our contribution to the project and pursuant to the National IP protocol.

Please consult Legal if in doubt.

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"Intellectual Property Rights" means all forms of present or future intellectual property rights conferred by statute, common law or equity, in but not limited to copyright, trademarks, service marks, logos, trade names, business names, patents, industrial rights, design rights, registered designs, know-how, trade secrets, proprietary information, confidential information, (whether can be registered or otherwise), applications for any of the foregoing, goodwill associated with the foregoing, any course development, course materials, course descriptions, curricula, data, results, software, hardware, reports, documentation and any information contained therein and other similar rights or obligations, whether can be registered or not in any country.

4. **CONFIDENTIALITY**

- 4.1. Each Party agrees, during and after the termination or expiry of this Agreement, to keep strictly confidential and not disclose to any third party, the Confidential Information (defined below) or any part thereof nor to use the Confidential Information or any part thereof for any purpose other than for the performance of their respective obligations under this Agreement, unless
 - 4.1.1. The information is in the public domain or has become readily available to the general public, after disclosure, through no fault of or breach of the confidentiality obligations hereunder by the Party which has received the information;
 - 4.1.2. It can be established by tangible evidence that the information was independently collated or developed by the Party which has received the information without use (direct or indirect) of the Confidential Information or breach of its confidentiality obligations hereunder;
 - 4.1.3. The information is required to be disclosed by law or court order provided the Party who disclosed the Confidential Information is given advance written notice of such requirement of disclosure; or
 - 4.1.4. The Party who disclosed the Confidential Information to the other Party provides its prior express written consent to the Party wishing to disclose the Confidential Information to a third party.
- 4.2. The Parties shall restrict access to the Confidential Information to such of their officers, employees, associates, agents or professional advisers who are directly concerned strictly on a need-to-know basis and will ensure and procure that such persons maintain such information in strict confidence and comply with similar undertakings as set out in this Agreement.
- 4.3. For the purposes of this clause, "**Confidential Information**" shall mean the terms of this Agreement, all information disclosed (whether in writing, orally, or by any other means) by one Party to the other(s) for the purpose of and leading to the execution of this Agreement as well as in the course of performing this Agreement, and any information which is proprietary and confidential to each of the Parties including but not limited to information concerning or relating in any way whatsoever to any of its business, affairs, operations, know how, processes, finances, budgets, financial statements, accounts, trade secrets, secret

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sensitive or confidential information which relates to its business, or any information and material which is either marked confidential or is by its nature intended to be exclusively for the knowledge of the recipient alone. In addition to the above, for the avoidance of doubt, "**Confidential Information**" of a Party includes any data gathered or generated for the same Party in the course of this Project.

- 4.4. If either Party receives any personal data (as defined by the Personal Data Protection Act 2012 ("PDPA") or the relevant Government Instruction Manuals (the "**Instruction Manual**")) in the course of this Agreement, it shall ensure that it fully complies with the provisions of the PDPA or the applicable provisions of the Instruction Manual, as the case may be, and only deals with such personal data to fulfil its obligations under this Agreement.
- 4.5. Neither Party shall use the name or logo 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. Neither Party shall make any press announcement in relation to the Project or this Agreement without the prior written approval of the other Party.

5. PUBLICATIONS

- 5.1. Each Party has the right to 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 of the Project with due acknowledgement of the source.
- 5.2. The Party preparing such a publication or any presentation relating to the Project shall submit the proposed manuscript to the other Party for review, comment and approval prior to submission for publication. For the avoidance of doubt, the party preparing such a publication or any presentation relating to the Project shall credit the other Party where applicable.
- 5.3. The Parties recognize the right of SportSG, XXXX and their respective investigators to utilise data derived from the Project for the purpose of internal research, teaching, communication at congresses and scientific publications, subject to Clause 4.
- 5.4. No Party shall use the name of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.

6. WARRANTIES AND DISCLAIMERS OF LIABILITIES

- 6.1. Each Party shall be solely responsible and liable for (i) the acts and omissions of its respective officers, agents, contractors and employees; and (ii) its use of any Confidential Information, Background Intellectual Property or Foreground Intellectual Property or findings, results, reports or materials from the Project.

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- 6.2. No Party shall be liable for any loss, which is indirect, consequential, punitive or incidental, or any special loss or damage (including loss of profits, loss of use, and loss of production) however caused (and whether arising out of contract, strict liability, or tort or under any legal or equitable theory of liability) which the other Party may suffer arising from any breach of this Agreement whether or not the Party has been advised of the possibility of such damage, or any defect, error, fault or failure to perform with respect to any Background Intellectual Property or Foreground Intellectual Property.
- 6.3. All Intellectual Property, findings, results, reports and materials provided by any Party under this Agreement are provided "as-is" and without any representation or warranty, express or implied, including without limitation, any implied warranty of merchantability or fitness for any particular purpose, or any warranty that any use thereof will not infringe or violate any patent or other proprietary rights of any other person.
- 6.4. XXXX hereby agrees to indemnify, defend and hold harmless SportSG from any claim, loss, cost, expense or liability of any kind, including reasonable attorney's fees and all expenses arising out of the commercialisation or use by XXXX of any Foreground IP, or product liability claims relating to products based on the same, or findings, results, reports or materials from the Project, except to the extent such claim is due to SportSG's wilful default.

7. TERM AND TERMINATION

- 7.1. This Agreement shall be effective on [XXX INSERT DATE XXX] and shall expire on [XXX INSERT DATE XXX] (the "Term") unless terminated earlier in accordance with Clause 7.2 or extended by mutual written agreement.
- 7.2. Any Party may terminate this Agreement at any time during the Term by giving to the other Party not less than [XX] months' prior notice in writing.
- 7.3. Notwithstanding Clause 7.2, a Party may terminate this Agreement forthwith by way of written notice upon any of the following events:
- 7.3.1. If the other Party defaults in the performance of any of its obligations under this Agreement and fails to remedy the default (provided such default is reasonably capable of being remedied) to the reasonable satisfaction of the non-defaulting Party within [XX] days of written notification of the default; and/or
- 7.3.2. If the other Party becomes insolvent, or enters into or offers to enter into any composition or scheme of arrangement with its creditors, or a receiver, a receiver and manager or judicial manager (including an interim judicial manager) is appointed to the Party or of its assets or undertakings, or ceases to carry on business in the normal course, or any execution has been levied against any of its assets and the same is not discharged within seven (7) days of the execution; and/or
- 7.3.3. Pursuant to a Force Majeure event as provided in Clause 8.

Commented [RK(2): N.B. typically thirty (30), but can provide for a shorter timeline for remedy if necessary, e.g. 7 or 14

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- 7.4. No termination or expiration of this Agreement shall operate to discharge or relieve any Party of any obligations accrued pursuant to this Agreement on or prior to the effective date of such termination or expiration.
- 7.5. Where this Agreement is terminated in accordance with Clauses 7.2 or 7.3, the Parties shall use their best endeavours to wind up the work carried out in relation to the Project in an orderly fashion and where applicable to complete such outstanding work during the relevant action periods, during which periods this Agreement shall remain in force insofar as necessary for the completion of the outstanding work. For the avoidance of doubt, the Parties shall return any unutilised funds back to the other Party.
- 7.6. In addition to such provisions which survive the expiration or termination of this Agreement by operation of law, this Clause 7.6 and Clauses 3, 4, 5, and 11 shall survive the termination or expiry of this Agreement.

8. FORCE MAJEURE

- 8.1. No Party shall be liable for delays in delivery or performance when caused by factors or circumstances beyond the reasonable control of the delayed Party including without limitation: (i) acts of God, (ii) acts of the public enemy, (iii) acts or failure to act by the other Party, (iv) acts of civil or military authority, (v) governmental priorities, (vi) hurricanes, (vii) earthquakes, (viii) fires, (ix) floods, (x) outbreak of disease, epidemics, or pandemics, (xi) embargoes, (xii) war, and (xiii) riots (each a "**Force Majeure Event**").
- 8.2. The respective obligations of each Party hereunder shall be suspended during the time and to the extent that such Party is prevented from complying therewith by a Force Majeure Event provided that such Party shall have given the other Party written notice thereof, specifying the nature and details of such event and the probable extent of the delay to the other Party.
- 8.3. In case of a Force Majeure Event, the time for performance required by the affected Party under this Agreement shall be extended for any period during which the performance is prevented by the event. However, the other Party may terminate this Agreement by notice if such an event prevents performance continuously for more than thirty (30) days.

9. ASSIGNMENT

- 9.1. Save as expressly provided in this Agreement, neither Party shall subcontract or assign this Agreement or otherwise transfer its rights or obligations, or any part thereof, under this Agreement without the prior written consent of the other Party.
- 9.2. If sub-contracting is allowed, the Party who sub-contracts this agreement shall be responsible for the acts, defaults, negligence and omissions of any sub-contractors. They shall also ensure that the sub-contractor or observe all the same terms as in this Agreement.

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- 9.3. Notwithstanding any permitted sub-contracting or assignment of the Agreement, the Party shall remain solely responsible for the performance and completion of its obligations under the Agreement. Any act, omission, breach or non-compliance of the Agreement by the sub-contractors shall be deemed to be the act, omission, breach or non-compliance, as the case may be, of the Party whether or not authorised by the Party.

10. INDEPENDENT CONTRACTOR

- 10.1. This Agreement is not intended to create and shall not be construed as creating any association, employment, partnership or trust. Each Party shall be deemed to be and shall be an independent contractor.
- 10.2. Unless specified herein, no Party is authorized or empowered to act as agent for any of the other Party for any purpose and shall not, on behalf of any of the other Party, enter into any contract, warranty or, representation as to any matter.
- 10.3. Nothing in this Agreement is intended to prohibit any Party from entering into any agreement including similar agreements or arrangements with third parties.

11. DISPUTE RESOLUTION

- 11.1. In the event of any dispute or difference arising out of or in connection with or in relation to this Agreement, including any question regarding the existence, validity, termination, application or interpretation of this Agreement or any of its provisions, or any claim, disagreement or dispute arising out of or relating to this Agreement or the breach of any of its provisions, all Parties shall use their best endeavours to settle the dispute informally by agreement between the relevant Parties. All Parties shall always act in good faith and cooperate with each other to resolve any disputes.
- 11.2. Any dispute arising out of or in connection with this agreement which cannot be amicably resolved must be submitted for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being. Either/any Party may submit a request to mediate to SMC upon which the other Party will be bound to participate in the mediation within thirty (30) days thereof. Every Party to the mediation must be represented by senior executive personnel, of at least the seniority of a Head of Department, or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the Parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the Parties agree to be bound by any settlement agreement reached.

12. NOTICE

- 12.1. Any notice to be given by any Party to this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered

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post or other electronic means to the addressee at the address as stated above or (as the case may be) the facsimile number of that Party or at such other address (or facsimile number or email address) as the Party to be served may have notified the other Party for the purposes of this Agreement. For the purpose of this Project, the official email address for SportSG is [INSERT EMAIL ADDRESS], the official email address for XXXX is [INSERT EMAIL ADDRESS].

- 12.2. Any notice sent by facsimile shall be deemed served when dispatched, any notice sent by electronic email shall be deemed served when received and any notice served by prepaid registered post shall be deemed served forty-eight (48) hours after dispatch thereof. In proving the service of any notice it will be sufficient to prove in the case of a letter that such letter was properly stamped addressed and placed in the post or delivered or left at the current address if delivered personally and in the case of a facsimile or electronic mail transmission was duly dispatched to the facsimile number or duly received by the email address of the addressee given above or subsequently notified for the purposes of this Agreement.

13. ENTIRE AGREEMENT

- 13.1. Unless otherwise expressly specified, this Agreement and its **Appendix** embodies the entire understanding between the Parties in respect of the subject matter hereof and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the Parties.

14. GOVERNING LAW

- 14.1. The validity, construction and performance of this Agreement shall be governed by the laws of the Republic of Singapore. The Parties hereto agree to submit to the exclusive jurisdiction of the courts in the Republic of Singapore.

15. GENERAL

- 15.1. The Parties agree that all research undertaken hereunder shall comply with all applicable laws and regulations.
- 15.2. No exercise or failure to exercise or delay in exercising any right power or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right power or remedy.
- 15.3. In the event that any term, condition or provision of this Agreement is held to be a violation of any applicable law, statute or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

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15.4. This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute but one and the same Agreement.

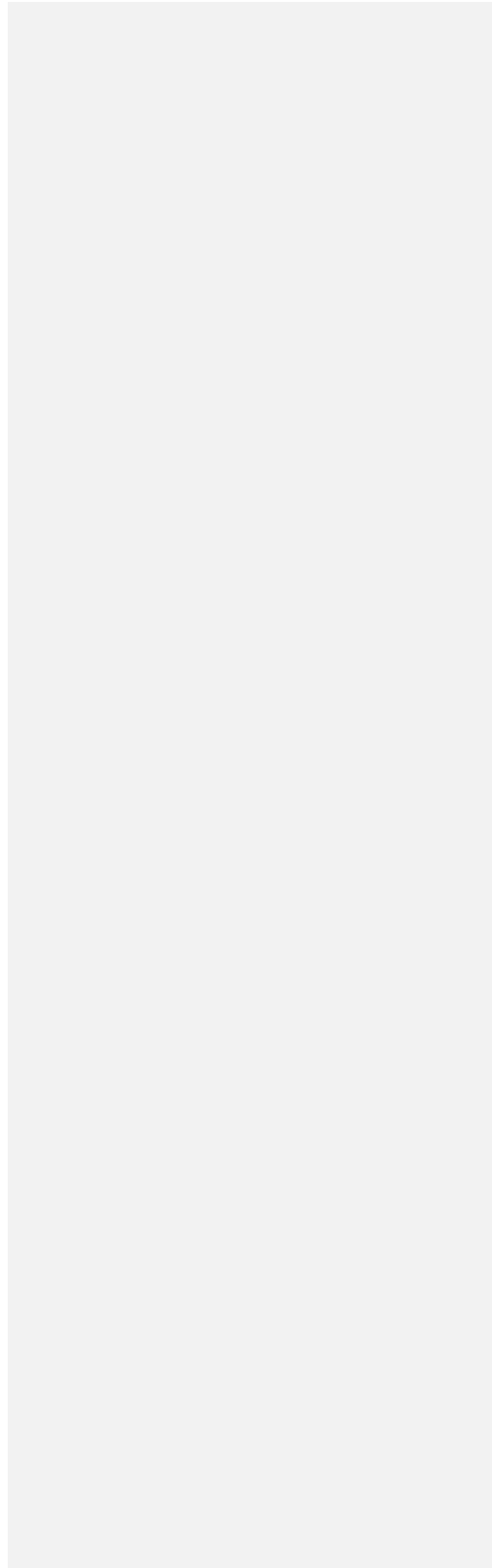
16. THIRD PARTY CONTRACTS ACT

16.1. The Parties do not intend that any term of this Agreement be enforceable by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise, by any person or entity who is not a party to this Agreement.

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IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the date first above written.

Signed for and on behalf of _____ Name: Designation: Date:	Signed for and on behalf of _____ Name: Designation: Date:
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APPENDIX TO AGREEMENT

APPENDIX A

"<Title of Project>"

1. BACKGROUND/ INTRODUCTION / OBJECTIVES
(Any one of these titles is appropriate. Should include background to origin of work / collaboration - details as necessary can be included)

2. OBLIGATIONS OF PARTIES
(List down the Parties obligations, including but not limited to funding arrangement. If there are payments to be made, do indicate if such payments are made on a reimbursement basis)

2.1 SportSG's Obligations:

2.2 XXXX Obligations:

Any payments made shall be as set out in Clause 5 of this Appendix A.

3. PROJECT SCHEDULE / TIME FRAME
(An indication of the project schedules, time frames and milestones, update reports - if any, etc. may be put in a tabulated format for easy reference), e.g.

	Task	Who	Projected Completion Date
1			
2			
3			
4			
5			
6			
7			

4. DELIVERABLES
(This is to clearly state what each party expects at the end of the project. Should also include reporting requirements)

e.g. The deliverables for this project are:

1. xxxxx
2. xxx
3. xxxxxx

5. PAYMENT SCHEDULE (where applicable)
(A statement of payment schedule should also be indicated: e.g. quarterly, monthly, a lump sum, etc.)

Date/Event	Amount to be paid to
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(Where applicable: Situations where SportSG makes payment)

Payment shall be made via GIRO to the Contractor's designated bank account listed below:

Account Name:	
Bank:	
Bank Address:	
Bank Account No.:	

within thirty (30) days after SportSG's receipt of invoice from XXXX and upon SportSG's verification of the same.

7. **BACKGROUND INTELLECTUAL PROPERTY**
(Please list down each Project Party's Background IP to be utilized in this project, if applicable.)