

TERM SHEET NUS RESEARCH COLLABORATION AGREEMENT (RCA)
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This document does not constitute a contractual commitment & is **for information only**.

MAIN ITEMS	TERMS
Mutual Collaboration	Mutual research-based collaboration – no guarantee of results, deliverables or milestones.
Confidentiality	- Confidential Information (CI) to be identified. - Standard confidentiality terms and exclusions apply. <u>Survival period</u>: Typically 3 years after expiry or earlier termination of RCA. *Protection of Clinical Data/Materials will be included if necessary.
Intellectual Property (IP)	<u>Background IP (BIP)</u> Each party retains ownership of their pre-existing BIP. BIP license (non-transferable, non-assignable, royalty-free, fully paid-up) granted to the other party <i>solely for project purposes</i>. <u>Project / Foreground IP (FIP)</u> Ownership by inventive contribution: - solely created, solely owned (Sole IP) - jointly created, jointly owned in equal & undivided shares (Joint IP). <u>Sole IP</u>: Each party entitled to use and manage its Sole IP at its own discretion. <u>Joint IP</u>: To negotiate & agree on T&Cs in a separate definitive agreement prior to any protection/commercialisation. <u>Non-exclusive use</u>: Unfettered right to use project results & FIP for: internal use; research use; development use; academic use; and/or non-commercial use.
Academic Publication	Right to publish, provided publishing party provides non-publishing party a copy in advance to provide objections within 14 days on the basis of: <u>Confidentiality</u>: publishing party to delete other party's CI. <u>IP protection required</u>: publishing party to withhold publication for 60 days for other party to file for protection.
Publicity / Use of names	- Publicity/use of names is subject to prior written consent. - May disclose existence (but not terms) of RCA. - Upon request/directive from an Authority which regulates a party, said party allowed to disclose certain information to the extent required by such request/directive.

<u>MAIN ITEMS</u>	<u>TERMS</u>
Warranty and Liability	• No sharing of export-controlled information/materials without prior notification and provision of all relevant documents for compliance. • All IP, results, information are provided “as-is” and without any warranty or representation. • Liability for death or personal injury caused by negligence or where not permitted by law shall not be limited or excluded. • No liability for indirect and consequential loss. • Liability cap of <i>SGD 100,000 or project funding amount</i>, whichever higher.
Termination	Standard termination terms i.e. termination for material breach (not remedied or not capable of remedy), owed monies, liquidation/insolvency, etc.
Governing Law	• <i>Laws of Republic of Singapore</i> if all parties are Singapore entities. • <i>Neutral jurisdiction</i> if parties are of different countries may be considered.
Dispute Resolution	Good faith negotiations w/ senior management in first instance. Final resolution by arbitration for any disputes which cannot be amicably resolved.
Work Plan	• <u>Project information/matters</u>: To state details of Background/Objectives, Scope of Work, Project Schedule, Deliverables, Contributions & Funding Arrangements (if applicable), BIP. • <u>Funding arrangements (if applicable)</u>: - Prevailing IRC rate (30% of direct cost) applies. - Taxes (e.g. Goods & Services Tax) additionally payable by Collaborator, if applicable. - Advance payment required.