

MOH HEALTH SERVICES RESEARCH COMPETITIVE RESEARCH GRANT

POLICY DOCUMENT ON THIRD PARTY COLLABORATIONS

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1. General

- 1.1 This MOH Policy Document on Third Party Collaborations is issued under Clause 4 of the MOH Health Services Research Competitive Research Grant Terms and Conditions.
- 1.2 The Host Institution, Investigators and all Research Personnel that have entered into an Agreement with MOH shall be bound by and comply with this Policy Document as may be in force from time to time.
- 1.3 The terms of this Policy Document are subject to amendment, revision, variation or cancellation from time to time at the absolute discretion of MOH and it is the duty of the Host Institution and Investigator to be updated as to its latest terms.

2. Third Party Collaborations Permitted

- 2.1 The Host Institution may undertake Research in collaboration with a Collaborator subject to this Policy Document.

3. Collaboration Agreement

- 3.1 Unless expressly permitted by MOH otherwise, the Host Institution shall enter into a written agreement with Collaborators ("Collaboration Agreement") within one year of commencing any work under the Research pursuant to such collaboration that requires or involves the use of Funding.
- 3.2 The Collaboration Agreement shall, at a minimum, include the following:
 - (a) the role of the Collaborator, the work that it will undertake in the Research and the scientific contribution that it will make;
 - (b) the provision of financial or other contributions by the Collaborator to the Research;
 - (c) the financial and other benefits that the Collaborator may or will receive from its participation in the Research; and
 - (d) the treatment of any Intellectual Property arising from the Research.

4. Submission of Collaboration Agreement for Information

- 4.1 Without prejudice to Clause 15 ("Changes in Research") of the Terms and Conditions The Host Institution shall, prior to —
 - (a) entering into any Collaboration Agreement after the date of this Agreement ("new Collaboration Agreement"); or
 - (b) varying or amending any Collaboration Agreement existing at the time of this Agreement ("the Amendment"),

submit the draft of the new Collaboration Agreement or the Amendment, as the case may be, to the MOH for information, if the new Collaboration Agreement or the Amendment has a material effect on any matter referred in the Schedule.

- 4.2 If MOH issues to the Host Institution a written notice within 30 days of the receipt under Paragraph 4.1 that any term of the new Collaboration Agreement or the Amendment compromises the rights or interests of the MOH or is otherwise unsatisfactory, the Host Institution shall make reasonable best efforts to negotiate a new Collaboration Agreement or Amendment that is acceptable to MOH.
- 4.3 If MOH is unable to accept the final terms of the new Collaboration Agreement or the Amendment despite the Host Institution's reasonable best efforts as set out in Paragraph 4.2 (above), the MOH reserves the right to terminate the funding Agreement.

THE SCHEDULE

- (1) Ownership, licensing, exploitation or other treatment of Foreground IP;
- (2) Any financial arrangement