

Conditions for Provision of Funding

These Conditions for Provision of Funding (the “**Conditions**”) shall be read and construed with the Grant Application Form submitted by you to Mandai Nature Fund Ltd. (“**MNF**”) and Mandai Nature International Ltd. (“**MNI**”) (collectively, “**Mandai Nature**”) in respect of the grant application for the Project (the “**Grant Application**”), as if these Conditions are incorporated therein and shall form part of the agreement between the Applicant (also referred to as the Recipient in the grant letter, if issued (the “**Grant Letter**”)) and Mandai Nature (being either MNI or MNF, as the case may be).

In these Conditions, words and expressions shall have the same meanings as assigned to them in the Grant Application Form, except where the context otherwise requires or as amended, substituted or added by these Conditions.

1. Use of Grant

- i. The Grant must be used for only the agreed purpose(s), strictly as described in the Grant Letter in respect of the Project. No other use of the Grant or any change to the Project is allowed without prior notice to and written approval from Mandai Nature.
- ii. Mandai Nature does not provide support for institutional indirect costs such as overhead components and goods and services taxes.
- iii. Funds must be managed by the Applicant.
- iv. Detailed accounts (including but not limited to original supporting documentation and invoices) must be kept by the Applicant and made available for inspection at Mandai Nature’s request.
- v. Mandai Nature shall be entitled to inspect, with at least ten (10) business days written notice, and the Applicant shall deliver to Mandai Nature, all financial reports which the Applicant is required to keep and maintain per financial year for the duration of the Grant.
- vi. Mandai Nature must be promptly notified in writing and in advance, as soon as practicable, of any changes in funding requirements, staff and equipment, length of study, scope of the Project etc.
- vii. Any unused Grant will be promptly refunded, accompanied with an explanation, to Mandai Nature at the end of the Project.
- viii. The Applicant shall ensure that its contact details provided in the Grant Application Form are valid. Any change to the Applicant’s contact details must be

notified to Mandai Nature in writing at least ten (10) business days before the change comes into effect.

- ix. The Applicant shall be solely responsible for obtaining and maintaining all necessary and appropriate permits and approvals from relevant agencies and authorities with jurisdiction over the area of the Project operation.
- x. Save to the extent permitted by law, Mandai Park Holdings Pte. Ltd., MNF, MNI and their related corporations (as defined in the Companies Act 1967) (each a “**Mandai Entity**” and collectively, the “**Mandai Entities**”) accept(s) no responsibility for any and all costs, expenses or liabilities arising from the Project, unless otherwise agreed in writing.

2. Funding Procedure

- i. Funds will be made available via direct transfer (from one bank account to another) from a bank account designated by Mandai Nature to the bank account detailed in Section B of the Grant Application Form.
- ii. Funds will be disbursed according to the Grant disbursement schedule stated in the Grant Letter, save that Mandai Nature may at its sole discretion delay or withhold the disbursement of the Grant funds to the Applicant, for example, due to (but not limited to) (a) any discrepancies or errors in respect of the Grant documents until and unless such discrepancies or errors are satisfactorily addressed and rectified by the Applicant, (b) late submission(s) of any required grant documents or reports by the Applicant, or (c) any unforeseen circumstances.
- iii. Mandai Nature must receive written acknowledgement from the Applicant of its receipt of all Grant funds within ten (10) business days of the said Grant funds being credited into the Applicant’s account.
- iv. A statement of account in support of each payment (in form and substance satisfactory to Mandai Nature) is to be submitted before any subsequent payment will be disbursed. Mandai Nature’s funding will be provided in a manner consistent with the Grant Letter.
- v. The Applicant will be responsible for any and all additional transaction fees to be incurred in the event that the Applicant’s bank account detailed in Section B of the Grant Application Form is unable to accept the currency detailed in the Grant Application Form.

3. Relationship between the Mandai Entities and the Applicant

- i. The Mandai Entities and the Applicant are deemed to be independent contractors and nothing in these Conditions creates an employee-employer relationship, partnership, joint venture, or agency relationship between the Mandai Entities and the Applicant. Nothing in these Conditions grants authority to either Party to create obligations, expressed or implied, on behalf of the other.

4. Liability

- i. The Mandai Entities shall not be liable for any loss or damage which may be sustained by the Applicant or to any independent contractor, Project personnel or Project property in the course of implementing the Project. The Applicant shall be liable and indemnify the Mandai Entities for every claim for damage resulting directly or indirectly from or related to the Applicant's acts and omissions in connection with the Project.

5. Compliance with Applicable Laws

- i. The Applicant agree to comply with all applicable laws (whether local or international) including but not limited to legislation, conventions and treatise relating to anti-money laundering, wildlife and environmental conservation, charitable organisations as well as labour and social development laws.

6. Publicity Rights and Use of Results

- i. The Applicant shall only publicise or use the name, logo and trademark of Mandai Nature with prior consent in connection with any material, whether in print or not, that may potentially be disseminated to the public, provided always that the use of such name(s), logo(s) and trademark(s) is for such purposes incidental to or in connection with this Grant and only for such period until Mandai Nature's prior consent is revoked or three (3) years from when the agreement that the Applicant has with Mandai Nature is terminated or has expired, whichever is the earlier.
- ii. Except as otherwise provided under the preceding Clause 6i, nothing in the Grant Letter shall grant the Applicant the right to use the name(s), logo(s) and trademark(s) of any or all the Mandai Entities without the prior written consent of the Mandai Entities in connection with any material, whether in print or not, that may potentially be disseminated to the public.
- iii. Without prejudice to other applicable provisions herein, where the Applicant is required to recognise any or all of the Mandai Entities as the majority supporter of the Project and the Applicant fails to do so and fails to remedy the said failure

within three (3) business days from the date of notification by Mandai Nature, the Applicant agrees that it will incur a suspension of the Grant disbursements.

- iv. The Applicant shall:
 - a. acknowledge Mandai Nature's funding or aid, partial or in full, in its publication of all reports, articles or works arising from or relating to the Project (the "**Project Results**"). Papers that are co-authored by the Applicant and Mandai Nature staff shall be reviewed by Mandai Nature before they are published in peer-reviewed journals (if appropriate)
 - b. where it deems suitable or appropriate, make available the Project Results to the public, international zoo or scientific community.
 - c. make available the final manuscript of the Project Results to the public through the Mandai Nature website or any other medium as requested by Mandai Nature. Mandai Nature will give due acknowledgement to the Applicant's efforts (where appropriate).
 - d. when requested by Mandai Nature with reasonable notice, give one (1) or more presentations on the Project and Project Results to Mandai Nature or members of relevant community at the Applicant's own costs.

7. Intellectual Property Rights

- i. Each party shall remain the owner or authorised user of all its Background IP (as hereinafter defined) existing as of the date of this document, or developed or acquired independently of the other party, and nothing in the Grant documents shall be deemed to grant impliedly or otherwise, ownership of or rights of use of such Background IP to the other party, unless otherwise agreed in writing. Each party may, at its sole discretion, disclose its Background IP to the other parties for use in connection with the Project. In respect of such Background IP which a party expressly permits to be used under the Project, such party hereby grants the other party to the Project only a non-exclusive, royalty-free, fully paid-up right to use such Background IP to the extent the same is necessary for the purpose of the Project but for no other purpose. It is agreed that no party shall be compelled to disclose any of its trade secrets or Confidential Information (as defined in Clause 8 below) as part of its Background IP licensed hereunder. This provision shall remain in full force and effect notwithstanding the termination or expiry of the Grant Letter for any reason.
- ii. Unless stated otherwise and subject always to the sub-Clause 7iii below, the Applicant and the Mandai Entities agree that all Foreground IP resulting from the intellectual contributions of the Applicant, alongside the responsibility for its

identification, protection, management, maintenance, and commercialisation, shall be owned exclusively by the Applicant, unless otherwise agreed between Parties after the date of the Grant Letter. The Applicant hereby grant to the Mandai Entities a worldwide, irrevocable, non-exclusive, royalty-free right and licence in perpetuity, to use, adapt and exploit the Foreground IP for any purpose and in any way as it deems fit, including the use, archival, preservation and dissemination of the Project Results.

- iii. The Applicant and the Mandai Entities agree that the Applicant shall take the lead in the identification, protection, management, maintenance, and commercialisation of Foreground IP arising under this Project, and all applications arising from the identification, protection, management, maintenance and commercialisation of Foreground IP shall be filed in the sole name of the Applicant. All costs and expenses arising from such identification, protection, management, maintenance, and commercialisation of Foreground IP shall be borne by the Applicant and Mandai Nature shall not be liable for any such costs and expenses relating thereto.
- iv. The Applicant is to notify the Mandai Entities of any commercial application e.g. deriving commercial benefit(s) or purpose(s) arising from the results of the Project, in which case, a different set of conditions may be subjected, including without limitation conditions setting out joint ownership of the Intellectual Property rights between the Applicant and the Mandai Entities and the percentage in the proceeds of the commercial exploitation which the Mandai Entities are to be entitled to.
- v. In the event that the Applicant fails to adequately identify, protect, manage, maintain, or commercialise the Foreground IP, Mandai Nature reserves the right to request that the ownership of such Foreground IP be transferred to Mandai Nature. Upon receipt of such request, and provided always that parties agree within thirty (30) business days thereof on an acceptable remedy and the Applicant fails to remedy or improve the situation within a further ninety (90) business days thereof, the Applicant shall transfer at its own cost and expense the Foreground IP to Mandai Nature within ninety (90) business days of the Applicant's failure to remedy the situation, and Mandai Nature will thereafter bear the costs and expenses relating to the identification, protection, management, maintenance and commercialisation of the Foreground IP. For the purposes of this sub-Clause 7v, such failure to adequately identify, protect, manage, maintain and commercialise the Foreground IP shall refer to the Applicant's inability to produce evidence of material progress in such identification, protection, management, maintenance and commercialisation of the Foreground IP within three (3) years of the conclusion of the Project, within one (1) month of Mandai Nature's request for production.

- vi. For the purposes of this Agreement:
- a. **"Intellectual Property"** or **"IP"** means all existing, contingent and future intellectual property rights of whatever nature throughout the world including all rights conferred under any law, whether existing now or at any time in the future, including rights in all copyright, patents, trade and information, trade secrets, trademarks, inventions, rights in designs, topographies, trade and business names, goodwill, reputation, rights in confidential information, logos, service marks, and know-how, in each case where registered or unregistered, and includes the right to apply for or renew the registration of such rights;
 - b. **"Foreground IP"** means such Intellectual Property that is first generated, conceived, produced, developed or reduced to practice in the course of performing the Project; and
 - c. **"Background IP"** means Intellectual Property (not being Foreground IP) which is in or comes into the ownership or control of any party separately and independently of the Project, under which such party is free to use and grant licences and which is expressly documented by the disclosing party and disclosed to the receiving party pursuant to the Project.

8. **Confidentiality**

- i. All communications between the Applicant and each or all of the Mandai Entities, all information and materials disclosed or supplied to or received by either of them (the **"Receiving Party"**), whether in written or electronic format, from the other party (the **"Disclosing Party"**) which is either marked "confidential" or is by its nature intended to be exclusively for the knowledge of the Receiving Party alone, any information concerning the business transactions or financial arrangements of the Disclosing Party (the **"Confidential Information"**) shall be kept confidential by the Receiving Party and no disclosure is allowed, throughout the duration of the Grant Letter and for as long as such confidential information shall remain confidential, except to the Receiving Party's officers or employees on a strictly need-to-know basis or with the prior written consent of the Disclosing Party or if the information is publicly available or the disclosure is required by law, the court or regulatory authority. The provisions of this Clause 8 shall remain in full force and effect notwithstanding the termination or expiry of the Grant Letter for any reason.

9. **General**

- i. Mandai Nature may at its sole discretion cease funding immediately without further obligation in the event that any of the conditions herein or such other agreed terms and conditions have not been complied with or remedied within

thirty (30) business days of being requested to do so. If termination of funding occurs, Mandai Nature reserves the right to recover funds in part or full and all rights in any works created by the Applicant as a result of the funding.

- ii. Mandai Nature reserves the right to amend these Conditions at its absolute discretion. Any change will be notified to the Applicant either in writing or via Mandai Nature's website and will come into force thirty (30) business days from the Applicant's receipt of the said notice.
- iii. These Conditions shall be governed by the laws of Singapore. All disputes or differences relating to the assistance and these conditions will be subject to the exclusive jurisdiction of the courts of Singapore.
- iv. The Mandai Entities reserve the right to immediately terminate any agreement that it may have with the Applicant at any point in time in the event that the Applicant or any other person, programme or initiative connected to the Applicant or their organisation(s) becomes associated with any media reports (traditional, social or otherwise) that may unfavourably impact the Mandai Entities' reputation by its association with the Applicant, the organisation(s) or any other person, programme or initiative connected to the Applicant or their organisation(s) has published materials, declared opinions, acted or omitted to act in such a way that is deemed by the Mandai Entities to be inconsistent with the views and position of the Mandai Entities. Prior to serving the termination notice, the Mandai Entities may at the earliest opportunity discuss with the Applicant its concerns with a view to address the best interests of the Mandai Entities.
- v. The Mandai Entities reserve the right to decide which Mandai Entity shall disburse the Grant to the Applicant. All notices or communications that may be required to be given or made to Singapore Zoological Gardens (if it is the legal entity disbursing the Grant and legal contracting party with the Applicant in respect of the Grant) hereunder, the Mandai Nature Grant Letter, Mandai Nature Grant Application Form, or Mandai Nature Grant Applicant Due Diligence Self-Assessment Form (the "**Due Diligence Form**"), shall be directed to Mandai Nature, as indicated in writing by Mandai Nature to the Applicant upon the Applicant's acceptance.

10. Representations and warranties

The Applicant hereby represents, warrants and covenants that:

- i. It has the full power and authority to enter into and perform its respective obligations pursuant to this Grant application in full accordance with the terms hereof; and

- ii. The Grant Application Form has been duly authorised, executed and delivered by the Applicant and, together with these Conditions and the Grant Letter (if issued by Mandai Nature to the Applicant), constitutes a valid, legal and binding agreement that is enforceable against the Applicant in accordance with the terms of the agreement.

- iii. The information set out in the Due Diligence Form is true and accurate in all respects, and the Applicant shall update Mandai Nature of any changes in writing as soon as reasonably possible. The Applicant further agrees to submit an updated Due Diligence Form every three (3) years (if the Project duration is longer) on its own initiative and, in the event that the said form was not submitted on time, to respond to Mandai Nature's request for the said form promptly.

Acceptance of Conditions for Provision of Funding

I, _____ (*Name of Authorised Representative*),
having requested funding for _____
(*Project title*) on behalf of _____
(*Name of Applicant organisation & legal registration no.*) have read and accept these
Conditions for Provision of Funding from Mandai Nature and agree to comply with them.

IN WITNESS WHEREOF _____ (*Name of Applicant organisation*)
has caused these Conditions for Provision of Funding to be duly executed by its Authorised
Representative on the date written below.

SIGNED BY

For and on behalf of _____ (*Name of Applicant organisation*)

Name of Authorised Representative:

Designation:

Date:

WITNESSED BY

Witness Name:

Address: