**PROJECT AGREEMENT**

This Project Agreement (“**Project Agreement**”) is made on [insert day month] 20[insert yy]

between

(1) **[insert name of counter-party]** of [insert address]

and

(2) **National Parks Board**, a statutory board constituted under the National Parks Board Act (Cap 198A), located at Singapore Botanic Gardens, 1 Cluny Road, Singapore 259569, acting through its Centre for Urban Greenery and Ecology (**“CUGE”**), hereinafter referred to as “**NParks**”.

(hereinafter referred to collectively as the “**Project** **Parties**” or “**Parties**” and individually as a “**Project** **Party**” or “**Party**”).

**NOW IT IS HEREBY AGREED** as follows:

**1. SCOPE**

1.1 The Project Parties agree that the terms and conditions of the Singapore Public Sector Organisations Master Research Collaboration Agreement with an Effective Date of 1 April 2018 (hereinafter referred to as the “**Master Agreement**”) shall, unless otherwise expressly stated herein, apply to and govern this Project Agreement. The Project Parties hereby confirm and accede to the Master Agreement as if they were a party thereto, and shall be treated as if they were a signatory of the Master Agreement and as if the Master Agreement were part of this Project Agreement, and the rights and obligations of the Project Parties shall be construed accordingly.

1.2 In consideration of the mutual covenants and provisos herein, each of the Project Parties undertakes to perform the Project in accordance with the Work Plan specified in Annex A to this Project Agreement in accordance with the terms of the Master Agreement and this Project Agreement.

* 1. All terms and references used in the Master Agreement and which are defined in the Master Agreement but are not defined in this Project Agreement shall, unless the context otherwise requires, have the same meaning and construction when used in this Project Agreement. In the event of any inconsistency or ambiguity between the terms of the Master Agreement and this Project Agreement, the terms of this Project Agreement shall prevail.
1. **PRINCIPAL INVESTIGATORS**

The Project will be supervised and co-ordinated by [insert PI name] on behalf of [insert name of counter-party] (“[insert name of counter-party] PI”) and [insert PI name] on behalf of NParks (“NParks PI”).

**3. CONDITIONS**

3.1 Each of the Project Parties shall make the manpower, equipment, funding and other contributions as specified in the Work Plan.

3.2 Each Project Party shall be responsible for its own taxes, including all and any Goods and Services Tax payable on any amount invoiced to it under this Project Agreement.

**4. REVIEW MEETINGS**

The Project Parties agree to hold [insert time interval] Project review meetings to review the implementation of the Project.

**5. IMPLEMENTATION TIME SCHEDULE**

The Project Parties shall perform the Project in accordance with the implementation time schedule as set out in the Work Plan.

**6. DELIVERABLES**

The Project Parties shall upon completion of the Project provide the Deliverables required of each of them as specified in the Work Plan, within the Term.

**7. EFFECTIVE DATE**

This Project Agreement shall take effect on [insert effective date] and continue thereafter for a term of [insert duration] (“**Term**”).

1. **TERMINATION**

8.1 Either Project Party (hereinafter referred to as the “**Terminating Party**”) may terminate this Project Agreement:

1. in the event of the other Project Party (hereinafter referred to as the “**Other Party**”) being in breach of any material term of the Master Agreement or this Project Agreement, such breach being either incapable of rectification or where capable of being rectified, is not so rectified within thirty (30) days of receipt of notice by the Terminating Party; or
2. in the event the Other Party:
3. has a receiver, manager, judicial manager or an administrator appointed on behalf of a creditor over all or a substantial part of its assets;
4. enters into an arrangement with or compounds or convenes a meeting with its creditors;
5. being a company, shall pass a resolution to enter into liquidation or the courts shall make an order that the company be compulsorily wound up (other than for the purposes of amalgamation or reconstruction);
6. is subject to the supervision of the court, either involuntarily; or otherwise;
7. ceases or threatens to cease for any reason whatsoever to carry on its business; or
8. is unable to pay its debts as defined in the Companies Act (Cap. 50) or takes or suffers any similar action in consequence of debt.

8.2 Any termination of this Project Agreement shall not affect the accrued rights of the Parties before the termination date. Sections 8.2, 9, 10 and 11 shall survive any termination of this Project Agreement.

**9. OWNERSHIP AND COMMERCIALISATION OF FOREGROUND IP**

9.1 [Insert name of counter-party] acknowledges that NParks has made various Contributions (inventive and otherwise) to the Project. Notwithstanding these Contributions, NParks has agreed to the arrangements on ownership and commercialization of Foreground IP, as well as on the sharing of revenue, as set out in this Project Agreement.

9.2 Pursuant to section 7.3 and subject to section 7.9 of the Master Agreement, all Foreground IP resulting from the Inventive Contributions of either Project Party shall be owned exclusively by [insert name of counter-party], unless otherwise agreed between Parties. Notwithstanding the foregoing, Project Parties shall submit a written technology disclosure in respect of any Foreground IP, as required under section 7.2 of the Master Agreement.

9.3 Further to Section 7.10 of the Master Agreement, the rights granted to each Project Party and its Affiliates pursuant to Section 7.9(b) of the Master Agreement shall, where such Project 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 Project 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.

9.4 Pursuant to section 7.5 and 8.2 of the Master Agreement, the Project Parties agree that [insert name of counter-party] shall take the lead in the protection, maintenance, and commercialisation of Foreground IP arising under this Project, and all Applications arising from the protection and maintenance of Foreground IP shall be filed in the sole name of [insert name of counter-party].

9.5 To avoid doubt and notwithstanding section 7.7 of the Master Agreement, all costs and expenses arising from such protection, maintenance, and commercialisation of Foreground IP shall be borne by [insert name of counter-party] and NParks shall not be liable for any such costs and expenses relating thereto.

9.6 In the event that [insert name of counter-party] fails to adequately protect, maintain, or commercialise the Foreground IP, NParks reserves the right to request that the ownership of such Foreground IP be transferred to NParks. Upon receipt of such request, [insert name of counter-party] shall transfer the Foreground IP to NParks within 90 days, and NParks will thereafter bear the costs and expenses relating to the protection, maintenance, and commercialisation of the Foreground IP. For the purposes of this clause, such failure to adequately protect, maintain, or commercialise the Foreground IP shall refer to [insert name of counter-party]’s inability to produce evidence of material progress in such protection, maintenance, and commercialisation of the Foreground IP within 3 years of the conclusion of the Project.

**10. REVENUE SHARING**

10.1 Pursuant to section 8.6 of the Master Agreement, the total annual gross revenue shall be shared by the Project Parties as follows:

[insert name of counter-party]: 95%

NParks: 5%

 [insert name of counter-party] shall report such total annual gross revenue to NParks on a [insert time interval] basis.

**11.** **LIMITATION OF LIABILITY**

The total liability of a Project Party to this Project Agreement in respect of any claim, loss, damage, cost, or expense incurred by any other Party hereto as a result of any act, default or breach of any of the terms of this Project Agreement, the Master Agreement or any work undertaken pursuant to the same or any obligation hereunder shall be limited to the total Project funding (S$[insert value]) as set out in Clause 6.1 of Annex A.

**12. NOTICES**

Any notice or communication required or permitted under this Project Agreement shall be sent to the address stipulated below:

**For [insert name of counter-party]**

**Scientific/Technical Matters and Project Management Matters:**

Name:

Address:

Phone:

Fax:

E-mail:

**Legal/Contractual Matters:**

Name:

Address:

Phone:

Fax:

E-mail:

**Intellectual Property Matters:**

Name:

Address:

Phone:

Fax:

E-mail:

**For NParks**

**All Project Matters:**

Name:

Address:

Phone:

Fax:

E-mail:

**13. OTHER AND/OR SUBSTITUTE CONDITIONS (AS APPLICABLE)**

13.1 Any media release, media publication or announcement by a Project Party, whether in the press, internet or any other form of media platform whatsoever, whether or not solicited by the media, or by way of response to questions, comments, feedback or queries from the media or otherwise, that arises from or is with reference to this Project Agreement, including, without limitation, the research carried out, any discoveries, progress or developments thereunder, shall be subject to the other Project Party’s prior written approval, which shall not be unreasonably withheld or delayed.

13.2 [insert name of counter-party] agrees to direct media queries, feedback and comments arising from or related to this agreement to NParks for its response action thereon.

13A. **PUBLICATIONS**

13A.1 Where [insert name of counter-party] intends to publish and otherwise publicly disclose information (“Publications”) pursuant to Section 9 of the Master Agreement, the Project Parties agree that NParks shall be named as a co-author in such publications.

IN WITNESS WHEREOF the Project Parties hereto have hereunto set their hands the day and year first above written.

***FOR [INSERT NAME OF COUNTER-PARTY]***

Signed by )

for and on behalf of )

**[insert name of counter-party]** ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the presence of: ) [insert signatory name]

 ) [insert signatory designation]

 )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Name:

Designation:

***FOR NPARKS***

Signed by )

for and on behalf of )

**National Parks Board** )

in the presence of: ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ) [insert signatory name]

 ) [insert signatory designation]

 )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Name:

Designation:

**ANNEX A**

***[WORK PLAN/ PROJECT PLAN]***

**“<Title of Project>”**

**1. INTRODUCTION**

*[Describe the context of the proposed research and explain why the project is needed.]*

**2. SCOPE OF WORK**

*[State the objectives of the project. Describe and justify research methods.]*

Objectives:

1.

2.

**3. PROJECT SCHEDULE**

*[Insert a table showing key project milestones and expected time requirements.] For example:*

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Task** | **Who** | **Projected Completion Date** |
| 1 | [insert task 1] |  |  |
| 2 | [insert milestone 2] |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
| 6 |  |  |  |
| 7 |  |  |  |

 *OR*

|  |  |  |  |
| --- | --- | --- | --- |
|  | Year 1 | Year 2 | Year 3 |
| Milestone | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| [Insert task 1] |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| [Insert milestone 1] |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |

**4. DELIVERABLES**

*[State the intended outcomes and deliverables of the project. Describe plans for practical implementation of the results.]*

**5. RESOURCE CONTRIBUTIONS FROM EACH PROJECT PARTY**

*[State the in-kind**or existing resources that each party will contribute to the project. If the project does not involve in-kind contributions from Parties, this section can be removed.] For example:*

*Party One will contribute manpower/equipment/etc. to the project ... will make available equipment, resources, infrastructure, etc.*

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Estimated Value (SGD$)** |
| **A** | **Manpower (EOM)** |  |
| 1 | [insert in-kind contribution 1] | $[value] |
| **B** | **Equipment (EQP)** |  |
| 1 | [insert in-kind contribution 1] | $[value] |
| 2 | [insert in-kind contribution 2] | $[value] |
| **C** | **Other Operating Expenses (OOE)** |  |
| 1 | [insert in-kind contribution 1] | $[value] |
| 2 | [insert in-kind contribution 2] | $[value] |
|  | TOTAL | $[value] |

*Party Two will contribute manpower/equipment/etc. to the project ... will make available equipment, resources, infrastructure, etc.*

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Estimated Value (SGD$)** |
| **A** | **Manpower (EOM)** |  |
| 1 | [insert in-kind contribution 1] | $[value] |
| **B** | **Equipment (EQP)** |  |
| 1 | [insert in-kind contribution 1] | $[value] |
| 2 | [insert in-kind contribution 2] | $[value] |
| **C** | **Other Operating Expenses (OOE)** |  |
| 1 | [insert in-kind contribution 1] | $[value] |
| 2 | [insert in-kind contribution 2] | $[value] |
|  | TOTAL | $[value] |

**6. CASH CONTRIBUTIONS FROM EACH PROJECT PARTY**

**6.1 Budget Breakdown**

Funding for the project will be provided by NParks. NParks shall pay [insert name of counter-party] [insert value] in accordance with the payment schedule stated in Clause 6.2 of this Annex A. For the avoidance of doubt, this sum is inclusive of 20% overhead cost and any input GST (as defined in the Goods and Services Tax Act) or other taxes that may be incurred and paid by [insert name of counter-party], as may be applicable to the Project, but shall exclude any Output GST (as defined in the Goods and Services Tax Act) charged by [insert name of counter-party].

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Cost (SGD$)** |
| **A** | **[Insert budget category 1]** |  |
| 1 | [insert budget sub-category 1] | $[value] |
| **B** | **[Insert budget category 2]** |  |
| 1 | [insert budget sub-category 1] | $[value] |
| 2 | [insert budget sub-category 2] | $[value] |
| **C** | **[Insert budget category 3]** |  |
| 1 | [insert budget sub-category 1] | $[value] |
| 2 | [insert budget sub-category 2] | $[value] |
| **D** | **[Insert budget category 4]** |  |
| 1 | [insert budget sub-category 1] | $[value] |
| 2 | [insert budget sub-category 2] | $[value] |
|  | SUB-TOTAL  | $[value] |
|  | Overhead (20%) | $[value] |
|  | GST (7%) | $[value] |
|  | TOTAL | $[value] |

**6.2 Payment Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Event** | **Project Timeline (cumulative mos.)** | **Amount (SGD$)** |
| 1 | [insert payment event 1] | [insert duration] | $[value] |
| 2 | [insert payment event 2] | [insert duration] | $[value] |
| 3 | [insert payment event 3] | [insert duration] | $[value] |
| 4 | [insert payment event 4] | [insert duration] | $[value] |

* 1. **Budget Notes**

6.3.1 The Project Parties shall provide the relevant funding and/or contribution to the Project and make payment in accordance with the terms of Clause 6 of Annex A.

6.3.2 NParks shall reimburse any relevant taxes (such as Input GST as defined in the Goods and Services Tax Act) incurred and paid by [insert name of counter-party] for the supply of goods and services required for the Project on a cost recovery basis.

6.3.3 Throughout the Term of the Agreement, [insert name of counter-party] shall maintain adequate progress reports, financial records and implement proper financial safeguards on the use of the funds contributed by NParks to this Project (the **"Project Funds"),** including:

(a) ensuring as far as possible, that in the purchase or procurement of any equipment, software or materials required for the Project, the fundamental principles of Government procurement are complied with, i.e. transparency, value for money and open and fair competition in accordance with [insert name of counter-party]’s procurement policies;

(b) keeping accurate and up-to-date records of all expenditure including, but not limited to, receipts, payment vouchers, and invoices;

(c) ensuring that adequate accounts and records exist regarding any financial transactions that have been carried out in relation to the Project, including salary statements for manpower costs;

(d) implementing such financial safeguards on the use of the Project Funds as may be necessary such as proper signatories thereto;

(e) providing the progress reports and statements of its Project expenditure to NParks in accordance with Clause 6.3.7 below;

(f) engaging auditors at [insert name of counter-party]’s expense, at the conclusion of the Project, to perform an audit of all transactions made and items of expenditure incurred by [insert name of counter-party] for the purposes of the Project. The audit report shall be submitted in the format and in accordance with the terms of reference prescribed at Appendix 3.

6.3.4 In addition to the requirements set out under Clause 6.3.3 above, in the event that any clarification is required or if it is necessary to correct any discrepancy or determine [insert name of counter-party]’s compliance with the requirements of this Agreement, NParks reserves the right to:

1. inspect all relevant records, accounts, and reports kept or submitted by [insert name of counter-party] to NParks pursuant to this Clause 6 (“Documents”) upon giving [insert name of counter-party] advance written notice of not less than fourteen (14) days (“the Inspection”). In the event NParks has queries on any Documents during or after the Inspection, [insert name of counter-party] shall provide reasonable assistance in furnishing answers to the queries and, where appropriate, rectify the Documents to correct a discrepancy within a reasonable time; and/or
2. appoint external auditors (“Audit Agents”) at any time during and after the term of the Project, to conduct an on-site audit (“the Audit”) during regular working hours to ensure that the terms of this Agreement are being, or were, met and that reports and all information submitted to NParks by [insert name of counter-party] are accurate, correct, and not misleading. [Insert name of counter-party] shall ensure that the Audit Agents are given full access to all accounts, records, documents, assets, and premises in connection with the Project, and shall provide NParks and its Audit Agents all reasonable cooperation and assistance in connection with the Audit. The Parties shall bear their own respective costs and expenses incurred in respect of compliance with the obligations under this Clause 6.3.4, unless the Audit identifies a material breach or default of this Agreement, in which case [insert name of counter-party] shall reimburse NParks for all reasonable costs incurred in connection with the Audit. The access and audit rights in this Clause 6.3.4 are subject to 14 days’ prior notice and the confidentiality obligations and security procedures of [insert name of counter-party].

6.3.5 Subject to the provisions of Clause 6.3.6, 6.3.7 and 6.3.8, NParks shall disburse the Project Funds to [insert name of counter-party] in accordance with the payment milestones described in the payment schedule set out in Clause 6.2 of Annex A.

6.3.6 Except for the first tranche of disbursement which shall be disbursed upon signing of this Agreement, NParks shall make all other disbursements of the Project Funds to [insert name of counter-party] on a reimbursement basis at the end of the respective tranche, provided always that all tranches of disbursements shall include a 20% overhead allowance where the same is provided in Clause 6.1 of Annex A and the total disbursements made by NParks shall not exceed the sum of the maximum cumulative funds budgeted in accordance with the payment schedule in Clause 6.2 of Annex A at any point in time.

6.3.7 In order to make a claim on the Project Funds at each payment milestone (other than the first tranche of disbursement), [insert name of counter-party] shall submit to NParks its progress report and statement of expenditure for the said tranche duly endorsed by the required signatories as set out in the formats prescribed at Appendix 1 and 2 of Annex A, respectively, and endorsed by the relevant required signatories. NParks shall disburse the Project Funds to [insert name of counter-party] only upon NParks' approval of [insert name of counter-party]’s progress report and where NParks is satisfied that the items of expenditure set out in [insert name of counter-party]’s statement of expenditure correspond with the categories of expenditure for the Project as set out in Clause 6.1 of Annex A. In the event that [insert name of counter-party] wishes to vary the Project costs or budget of any category of funding described in Clause 6.1, [insert name of counter-party] shall obtain NParks’ prior written approval which approval shall not be unreasonably withheld, provided that such variation is required to better achieve the deliverables and objective of the Project.

6.3.8 In addition to the requirements set out under Clause 6.3.7 above, the final tranche of disbursement of funds shall be subject to NParks' approval and acceptance of the final report (comprising the deliverables as described in Clause 4 of Annex A) and the audit report described in Clause 6.3.3 above. In the event that there is a discrepancy between the Project expenditure claimed by [insert name of counter-party] and the audited expenditure amount, NParks shall make the necessary adjustments at the time of the final tranche of disbursement and [insert name of counter-party] shall be reimbursed only for the quantum of the audited expenditure amount which is unreimbursed at that point in time or up to the maximum cumulative funds budgeted in accordance with the payment schedule, whichever is lower.

**6.4 Project Materials**

6.4.1 [insert name of counter-party] shall maintain a comprehensive inventory of the equipment, software and materials purchased for the Project (“Project Materials”) and ensure the Project Materials are kept in a good and serviceable condition, fair wear and tear excepted.

6.4.2 [insert name of counter-party] shall also bear the risk and cost of all repairs in relation to the Project Materials and ensure that the [insert name of counter-party] PIs and their Project team use the Project Materials with proper care during the Term.

6.4.3 [insert name of counter-party] shall not sell, dispose of, mortgage, pledge, encumber, hire-out, sub-let, part with possession of or otherwise deal in any way with the Project Materials or any part thereof, subject to Clause 6.4.4.

* + 1. For the avoidance of doubt,
1. during the Term, all title, rights and interest to or in Project Materials shall remain vested in [insert name of counter-party], and [insert name of counter-party] shall use the Project Materials solely for the purpose of the Project; and
2. within one (1) month of the expiry or earlier determination of this Agreement, NParks may write to [insert name of counter-party] to request for the return of any or all of the Project Materials. Upon receipt of NParks’ request, [insert name of counter-party] shall within [insert number of days] assign all title, rights and interest to or in the specified Project Materials to NParks. Notwithstanding the foregoing, at NParks’ option, the Parties may negotiate in good faith in order to agree on a mutually acceptable alternative arrangement as to the use of the Project Materials.

**7. BACKGROUND INTELLECTUAL PROPERTY**

(*Provide a list of each Project Party’s Background IP to be utilized in this project, if applicable.)*

 [Insert name of counter-party] : *Yes/ No*

 NParks : *Yes/ No*

**8. FOREGROUND INTELLECTUAL PROPERTY**

*(Indicate the likelihood of protectable IP from this Project and the likelihood of commercialising/licensing the discovery/invention from this Project.)*

**Patentable invention**

 *Yes/ No/ Unlikely/ Possible*

**Other forms of IP (e.g.: Proprietary Know-How/Copyright)**

*Yes/ No/ Unlikely/ Possible*

**Commercialisation**

*Yes/ No/ Unlikely/ Possible*

**Appendix 1**

**Progress Report**

1. Project information

|  |  |
| --- | --- |
| Title of project |  |
| Principal Investigator |  |
| Research Collaborator |  |
| Reporting Period |  |
| Project Duration (Start date – End date) |  |

1. Project progress (use additional pages if necessary)

|  |
| --- |
| Current status and extent to which project objectives have been achieved (Please attached charts/photographs/specifications / brochures/ guidelines when appropriate) |
| Deliverables/ Milestones achieved to-date |
| Reasons for any delay, difficulties or significant changes to original proposal including details of planned remedial actions |
| Key activities and deliverables for the remaining project period |

I hereby declare that this progress report provided is true and correct.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Principal Investigator

/ Project Lead (Research Collaborating Organization) Signature of representative from Industry Liaison Office of Research Collaborating Organization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (in BLOCK LETTERS) Name (in BLOCK LETTERS)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Official Stamp/ Date Official Stamp/ Date

**Appendix 2**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **STATEMENT OF EXPENDITURE** |  |  |  |  |  | Claim Form 1a |  |
|   |   |   |   |   |   |   |  |
| Research Collaborator : [Insert name of counter-party] |  |  | Principal Investigator : [Insert PI name] |  |  |
| Claim Number : [Insert claim number] |  |  |  | Project Title : [Insert project title] |  |  |
| Claim Period : From [insert start date] to [insert end date] |  |  | Project Start Date : [Insert date] |  |  |
| Total Project Budget : [Insert value] |  |  |  | Project End Date : [Insert date] |  |  |
|  |  |  |  |  |  |  |  |
|   | Budgeted |   | Cumulative Disbursement |   |   | Current Reimbursement Request |   |
| Cost Item | Project Amount | Actual Expenses | Amount Disbursed  | Project Balance | Actual Expenses | Claim Amount | Remarks |
|   | $ | $ | $ | $ | $ | $ |   |
| **[Insert budget category 1]** |   |   |   |   |   |   |   |
| [insert budget sub-category 1] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| [insert budget sub-category 2] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| *Subtotal* | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| **[Insert budget category 2]** |   |   |   |   |   |   |   |
| [insert budget sub-category 1] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| [insert budget sub-category 2] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| *Subtotal* | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| **[Insert budget category 3]** |   |   |   |   |   |   |   |
| [insert budget sub-category 1] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| [insert budget sub-category 2] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| *Subtotal* | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| **[Insert budget category 4]** |   |   |   |   |   |   |   |
| [insert budget sub-category 1] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| [insert budget sub-category 2] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| *Subtotal* | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |
| **Overhead (20%)** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |  |
| **GST (7%)** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |  |
| **GRAND TOTAL** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |  |
|  |  |  |  |  |  |  |  |
| We hereby certify that the statement and the accompanying supporting documents are correct and according to the terms and conditions of the Research Collaboration Agreement,  |  |
| and that they have been verified to their original source documents. We also certify that we have not sought, and will not seek, reimbursement for the  |  |  |
| same item of expenditure under any other incentives from any other Government agency. |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Signature (with Stamp of organization) : |  |  | Signature (with Stamp of organization) : |  |  |   |
| Principal Investigator: |  |  |  | Director/ Finance : |  |  |  |
| Date :  |  |  |  | Date :  |  |  |  |
| Tel :  |  |  |  | Tel :  |  |  |   |

Note: Claim Forms 1a and 1b are provided for illustrative purposes only. Upon request, the actual forms will be provided by NParks.

|  |  |
| --- | --- |
| **BREAKDOWN OF FUND REQUEST** |  **Claim Form 1b** |
| Period of Claim: From *[insert start date]* to *[insert end date]* |  |
|  |  |
| Qualifying Items | Actual Expenses |
|  | $ |
| **[Insert budget category 1]** |  |
| *[Insert budget sub-category 1]* |  |
|  |  |
| *Subtotal* | 0.00 |
| **[Insert budget category 2]** |  |
| *[Insert budget sub-category 1]* |  |
|  |  |
| *Subtotal* | 0.00 |
| **[Insert budget category 3]** |  |
| *[Insert budget sub-category 1]* |  |
|  |  |
| *Subtotal* | 0.00 |
| **[Insert budget category 4]** |  |
| *[Insert budget sub-category 1]* |  |
|  |  |
| *Subtotal* | 0.00 |
| **Overhead (20%)** | **0.00** |
| **GST (7%)** | **0.00** |
| **TOTAL** | **0.00** |

Notes: All expenditures should be itemized and categorized. Only goods and services delivered and paid within the Project period are supported. Reimbursement is only allowed for items paid and not for those accrued. All claims must be submitted together with the Progress Report. The totals in Form 1a must correspond with the figures in Form 1b.

**Appendix 3**

**Format for Auditor’s Report**

National Parks Board

Singapore Botanic Gardens

1 Cluny Road

Singapore 259569

We have performed the procedures in accordance with the Terms of Reference on the Statement of Expenditure incurred by [insert name of counter-party] for the project period from \_\_\_\_\_\_\_\_\_\_\_\_ (start date) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (end date). This is in connection with the [insert title of Project]. Our engagement was undertaken in accordance with the Singapore Standard on Related Services SSRS 4400 *Engagements to Perform Agreed-upon Procedures Regarding Financial Information*.

The procedures were performed solely to assist you in evaluating whether the amounts shown on the attached statement are in accordance with the documents and records kept by the Research Collaborating Organisation and whether those amounts have been included in accordance with the terms and conditions specified by National Parks Board in their Research Collaboration Agreement dated [insert date of Agreement execution].

We report our findings below:

1. With respect to item1 of the Terms of Reference, we found no exceptions from performing the procedures (a) to (h), and ensured that such procedures cover at least 85% of the value claimed in the statement.
2. With respect to item 2 of the Terms of Reference, we found that related party claims are excluded from item categories that prohibit related party transactions, unless otherwise stated as Parties to the agreement at the start of the project.
3. With respect to item 3 of the Terms of Reference, we have enquired and are not aware of any sale/lease/disposal of equipment that is funded by National Parks Board during the execution of the project.
4. With respect to item 4 of the Terms of Reference, we confirm that there is no going concern matter included in the latest audit report of the Research Collaborating Organisation.

*(Detail the exceptions if any)*

Our report is solely for the purpose set forth in the second paragraph of this report and for your information, and is not to be used for any other purpose or to be distributed to any other parties unless authorised by National Parks Board. This report relates only to the accounts and items specified above and do not extend to any financial statements of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Research Collaborating Organisation), taken as a whole.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (firm) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

Public Accountants and Chartered

Accountants Singapore

**Terms of Reference for Auditor’s Report**

1. Check that:
2. Items and amount claimed are in accordance with the terms and conditions of the Research Collaboration Agreement (and variation agreement, if any).
3. Items claimed are used for the project as stated in the Research Collaboration Agreement, unless otherwise stated.
4. Items claimed by the Research Collaborating Organisation are accurately recorded in all the claim forms and schedules, and in accordance with the books and records maintained by the Research Collaborating Organisation.
5. Description and authenticity of items claimed are valid by agreeing to appropriate source documents and other records.
6. Claims agree to the appropriate source documents e.g. invoice, personnel and payroll records, etc.
7. Claims are made upon disbursement of cash by the Research Collaborating Organisation, and do not include those that are purely accounting entries without cash outlays (e.g. accruals, depreciation).
8. All items claimed are incurred and paid within the project period as per the terms and conditions of the Research Collaboration Agreement (and variation agreement, if any).
9. Equipment claimed exists through physical sighting at the date of visit and are installed/operating as stipulated in the Research Collaboration Agreement.

The procedures as listed above from (a) to (h) should cover at least 85% of the value claimed in the statement.

1. Check that item categories that prohibit related party transactions do not include related claims, unless otherwise stated as Parties to the agreement at the start of the project.
2. Enquire and report on any sale/lease/disposal of the equipment, if applicable, that is funded by National Parks Board during the execution of the project.
3. The auditors shall highlight any going concern issues raised in the latest audit report of the Research Collaborating Organisation.
4. In the event that errors and deviations are found, the auditors shall report accordingly and provide details.
5. The Research Collaborating Organisation shall maintain the conditions prescribed in the Research Collaboration Agreement until the end of the project period.