

CONTRACT NO.: \_\_\_\_\_

CONTRACT NO.:

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE**

AND

\_\_\_\_\_

**FOR**

\_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

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CONDITIONS OF CONTRACT FOR \_\_\_\_\_

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CONTRACT NO.: \_\_\_\_\_

**PREAMBLE**

**THIS CONTRACT** is made the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ (200\_) between **THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE** [as represented by the Ministry of Defence] (hereinafter referred to as “the Authority”) and \_\_\_\_\_, a Company incorporated in \_\_\_\_\_/ of IC No: \_\_\_\_\_ and having its registered office/ address at \_\_\_\_\_ (hereinafter referred to as "the Contractor").

**WHEREAS**

- A. The Authority requires the Contractor to conduct the research in \_\_\_\_\_
- B. The Contractor is capable and desirous of conducting the aforesaid research.

**NOW IT IS HEREBY AGREED AS FOLLOWS:-**

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**1. PROJECT TITLE**

This project shall be called [short title of project] (the "Project").

**2. PROJECT OBJECTIVES**

The objectives of entering this Project are:

(a)

(b)

**3. SCOPE AND DESCRIPTION OF WORK**

The scope of the Project, and the description and sub-division of work to be carried out by the Contractor are as contained in **Annex A**.

**4. PAYMENT**

The total cost of this whole Project is \$\_\_\_\_\_.

**5. PAYMENT SCHEDULE**

The Authority shall make payment to the Contractor in accordance with the Payment Schedule as set out in **Annex B**.

**6. DELIVERABLES**

The Contractor shall deliver to the Authority the deliverables as set out in **Annex C**.

**7. PROJECT SCHEDULE**

This Contract shall be valid for \_\_\_\_\_ months from \_\_\_\_\_ to \_\_\_\_\_ or to be extended at the sole discretion of the Authority.

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**8. INTELLECTUAL PROPERTY AND COMMERCIAL RIGHTS**

8.1 All intellectual property created in the course of this Project shall vest in the Contractor, and the Contractor shall own all such intellectual property rights.

8.2 In consideration of the Authority agreeing to the vesting of the intellectual property in the Contractor, the Contractor shall obtain for and grant to the Authority and its agent, free of any additional charge, an irrevocable, world-wide, perpetual, a non-exclusive licence to use the intellectual property which is vested with the Contractor.

**9. INDEMNITY**

The Contractor shall indemnify the Authority fully against any proceedings, suits, actions, claims, demands, costs and expenses which may be taken or made against the Authority in respect of any injury, fatal or otherwise, to any person or damage or loss to any property occasioned directly or indirectly by any act, omission or other default by the Contractor while engaged in or otherwise in relation to or arising out of the Project.

**10. APPLICABLE LAW**

This Contract shall be deemed to be made in Singapore and shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose. The application of The Sale of Goods (United Nations Convention) Act to this Contract is hereby expressly excluded.

**11. EXCLUSION OF THIRD PARTY RIGHTS**

This Contract does not create any right under the Contract (Rights of Third Parties) Act, which is enforceable by any person who is not a party to it.

**12. TERMINATION OF CONTRACT**

The Authority shall have the right to terminate this Contract by giving one (1) month written notice to the Contractor if any item on the Project Schedule is delayed by more than twelve (12) months. Upon such termination, neither Party shall be liable for any sums payable to each other.

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**FOR THE AUTHORITY**

SIGNED by <<full name of signatory>>, )  
<<designation of signatory, entity>>, for and on behalf )  
of the GOVERNMENT OF THE REPUBLIC OF )  
SINGAPORE,

in the presence of:

\_\_\_\_\_  
Name:  
Date:  
Designation:  
CSIT

\_\_\_\_\_  
Name:  
Designation:

**FOR THE CONTRACTOR**

SIGNED by <<full name of signatory>>, )  
<<designation of signatory>>, for and on behalf of )  
<<full name of Contractor>>, )

in the presence of:

\_\_\_\_\_  
Name:  
Date:  
Designation:

\_\_\_\_\_  
Name  
Designation

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ANNEX A

**SCOPE AND DESCRIPTION OF WORK**

[to be provided by PM]

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ANNEX B

**PAYMENT SCHEDULE**

The Authority shall within thirty (30) days upon receipt of the invoice(s) and the below said documents presented by the Contractor, make payment to the Contractor in accordance with the payment schedule set out below. The Contractor is required to send by post its invoices and documents to be presented for payment to the following address:

[to insert the address later.]

Payment Event S/N	Description	Payment Amount	Documents to be presented for payment (in addition to invoice(s)):
	To tie-in with the Project Deliverables at Annex C		
<b>PROJECT COST:</b>			

[Details to be filled by CSIT Procurement Unit later.]

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ANNEX C

**DELIVERABLES AND PROJECT SCHEDULE**

S/N	Deliverables	Delivery Date

[Details to be filled by CSIT Procurement Unit later.]