

Dear (Insert Winner's Name)

Singapore Design Awards 2024/2025 Seed Fund Agreement

Design Business Chamber Singapore (DBCS) believes that designers possess a raw skill set that's invaluable in the future, in that we offer much impact on a product or company through our creativity and innovative thinking. In partnership with the National Council of Social Service (NCSS), the awards and relevant current challenge is relevant to what Singapore is facing and a launchpad for designers to turn them into opportunities for brilliant design ideas and solutions.

This written agreement made on XXX(Insert Date) between DBCS, NCSS (each an "Organiser" and collectively, the "Organisers") and (Insert Company Name) serves to stipulate the deliverables of the Singapore Design Awards seed fund of S\$10,000 to be disbursed in the 2 months (first week of the month i.e. November and December 2024) (the "Agreement") . This funding is intended to aid project ideas to be quickly developed into working prototypes (the "Prototype") and cover the expenses incurred in the process.

Terms and Conditions governing the Project:

1. The judges reserve the right to deny the project's eligibility into the Grand Finals if the entries are found to be below par at the end of the prototype development period.
2. All entries submitted must be completed or realisable within the 6 to 12 months timeline, with a minimum viable product (MVP) following proof of concept.
3. Awardees must submit a prototype and attend the finals in person (est. Quarter 1 of 2025), otherwise there will be a forfeit of the seed fund S\$10,000.
4. Expenses must exclude self-remuneration, debt/loan repayments, professional fees for fund-raisers and canvassers, investments or speculative activities/transactions of any nature or type as well as political and ideological activities.
5. A monthly expense report is required to be submitted as an update of the project leading up to the Grand Finals, i.e January 2025 and/or February 2025.
6. A quarterly report is also to be submitted as an update of the project progress in the 12 months for the Grand Winner.

Intellectual Property

7. Design companies or designers submitting works for any category must be responsible for their own intellectual property (IP) and patent issues. The organisers take no responsibility for any infringement of IP rights.
8. The Awardee(s) shall be the sole and exclusive owner of Awardee's Intellectual Property (IP), which existed or was created prior to or independently of this Agreement ("Awardee Background IP"). The Awardee will retain ownership to all Awardee Background IP. The Awardee will also own all Foreground IP in the Prototype generated by the Awardee arising from Awardee Background IP ("Awardee IPR") subject to Clauses 8 to 15 below. For the avoidance of doubt, in the event Awardee IPR is embedded within the results and materials of the Prototype, Awardee will continue to retain ownership of such Awardee IPR.
9. In consideration of the Award, the Awardee grants to NCSS and NCSS' Affiliates and their authorised representatives an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, and fully-paid up, and uninterrupted licence to use, copy, modify, reproduce, create derivative works, sublicense, and distribute the Awardee Background IP and Awardee IPR (including without limitation the Awardee Background IP and Awardee IPR embedded within all designs, drawings, photos, images, text, samples, reports, results,

analysis, data, materials and any other content or information submitted by the Awardee) for non-commercial and/or educational purposes only (subject to Clause 15 below regarding commercialisation). In addition to and without prejudice to the aforesaid, Awardee shall obtain prior written approval from NCSS before Awardee grants a license to any parties to use the Awardee Background IP and/or Awardee IPR, other than NCSS and NCSS' Affiliates. Furthermore, Awardee shall maintain adequate records of all licenses to use granted by Awardee to any party and to inform NCSS accordingly to enable NCSS to track such licences to use.

10. Subject to terms of this Agreement particularly Clauses 8 and 9 above, all designs, drawings, photos, images, text, samples, reports, results, analysis, data, materials and any other content or information submitted by the Awardee to NCSS and/or NCSS' Affiliates shall become the sole and exclusive property NCSS and NCSS' Affiliates respectively. For the avoidance of doubt, to the extent Awardee IPR is embedded within the aforesaid materials, Awardee shall continue to own such Awardee IPR and shall grant NCSS and NCSS' Affiliates a license to use Awardee IPR in accordance with Clause 9 above.
11. Foreground IP means any Intellectual Property generated, developed, or arising from the Prototype and/or under this Agreement including without limitation, IP in deliverables and services provided pursuant to this Agreement. For the avoidance of doubt, Awardee retains ownership of the Foreground IP in Awardee IPR (the "Awardee's Foreground IP"). Except for the Awardee's Foreground IP, any Foreground IP generated by NCSS and NCSS' Affiliates and their authorised representatives (the "Organisers' Foreground IPR") shall solely and exclusively belong to NCSS and NCSS' Affiliates respectively as the case may be. All rights, title, interest, and ownership in the Organisers' Foreground IP shall absolutely and exclusively vest in NCSS and NCSS' Affiliates respectively as it is generated or created, without the need for any further act by NCSS and NCSS' Affiliates, except as may be required by law. NCSS and NCSS' Affiliates respectively may use the Organisers' Foreground IP in any manner they deem fit.
12. DBCS is the sole and exclusive owner of DBCS' Intellectual Property (IP), which existed or was created prior to or independently of this Agreement ("DBCS Background IP"). NCSS is the sole and exclusive owner of NCSS' Intellectual Property (IP), which existed or was created prior to or independently of this Agreement ("NCSS Background IP"). Similarly, DBCS' and NCSS' Affiliates are the sole and exclusive owners of their own individual Background IP respectively and as the case may be. Any disclosure of such DBCS Background IP, NCSS Background IP, and/or DBCS' and NCSS' Affiliates Background IP to Awardee shall not create or grant in favour of Awardee any rights, title, ownership, or interest whatsoever. For the avoidance of doubt, ownership rights in any Intellectual Property, modifications, improvements, enhancements, and/or derivative works created or generated using or based on any DBCS Background IP, NCSS Background IP and/or any DBCS' and NCSS' Affiliates Background IP shall remain with DBCS, NCSS and/or DBCS' and NCSS' Affiliates respectively and as the case may be.
13. In the event that Awardee uses third party materials not owned by NCSS and NCSS' Affiliates in connection with the Prototype (the "Third Party Materials"), Awardee shall provide NCSS and NCSS' Affiliates with rights to use the Third Party Materials for the Prototype at the costs and expense of the Awardee and on such terms as may be imposed by NCSS.
14. "Intellectual Property" or "IP" means patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright including without limitation, rights in computer software whether in compiled or source form, design rights, and any other similar protected rights or assets in any country.
15. In the event the Awardee decides to commercialise its Awardee IPR, where commercialisation includes any activities but not limited to (a) setting up or conducting a commercial activity (whether for business operations, for profit or otherwise) based on the Awardee IPR, and/or (b) sale or licensing of the Awardee IPR to another entity for commercial purposes, the Awardee hereby agree to inform NCSS in writing to arrange the meeting with the relevant NCSS and NCSS' Affiliates. Awardee shall provide attendees of the meeting with details of the commercialisation plans in reference to this Agreement. Awardee further agrees that NCSS and NCSS' Affiliates shall have the first right to participate in the commercialisation, and that the aforesaid first right is hereby reserved by NCSS and NCSS' Affiliates. Unless NCSS and NCSS' Affiliates reject or decline to participate in the commercialisation of the Awardee IPR in writing, the Awardee hereby

agrees not to seek from or include any third party for any additional participants for the commercialisation. NCSS and NCSS' Affiliates reserves the right to continue exercising an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, and fully-paid up, and uninterrupted licence to use, copy, modify, reproduce, create derivative works, sublicense, and distribute the Awardee IPR for non-commercial and/or educational purposes only, post commercialisation. For the avoidance of the doubt, in cases when there are ongoing non-commercial and/or educational purposes utilising the Awardee IPR which limits the viability of commercialisation, the non-commercial and/or educational purposes should receive irrevocable priority unless a deviation of this commercialisation and priority arrangement under this Clause 15 is agreed by NCSS.

16. The Awardee(s) shall maintain an openness to exploring potential business or collaboration opportunities, particularly if initiated by NCSS or DBCS. Should NCSS and DBCS propose opportunities aligned with the objectives and scope of the project, the Awardees agree to consider them in good faith and assess their potential for mutual benefit.
17. In the event that the Awardee(s) are unable to continue managing or executing the project for any reason, NCSS and DBCS shall have the option to assume control of the project. This includes the transfer of all associated intellectual property rights to NCSS and DBCS. The Awardee(s) agree to cooperate fully in facilitating this transfer, including but not limited to providing necessary documentation and assistance in the transition process. The sponsor shall be responsible for all further development, management, and execution of the project, and shall have full rights to the intellectual property generated or held within the scope of the project.

We extend our heartiest congratulations to you for being selected to receive the funding for your project. We have credited the funding sum of SGD_(Insert Amount) into your ~~<Bank Name>~~<Account Number>. Please confirm receipt of the above-mentioned credit by signing and returning a copy of this.

We look forward to hearing from you soon.

Yours sincerely

Chee Su Eing
President
Design Business Chamber Singapore
Date:

Name of Winner:
Designation:
Company:
Date:

Elaine Loo
Director, Service Planning, Service Groups
National Council of Social Services
Date: