**Sample Collaboration Agreement Template**

**Notes**

1. The term “collaboration agreement” can be used interchangeably with any other binding agreements as required by the Host Institute (HI).

2. The collaboration agreement must be fully executed and returned to QEPO **on the Date of Award** upon receiving the Letter of Award (LOA). Lead PI to work with QEPO to ensure this.

3. The project shall only commence after the execution of the collaboration agreement and issue of LOA.

4. The following sections are for reference only to be included on the collaboration template, except elements highlighted in **blue under Annex A** which **must be** included.

1. **Mutually agreed legal terms between parties involved (HI/Industry Partner Legal to advise)**
2. **Annex A (Project Scope)**
* **Must indicate: Objectives, Milestones, Deliverables, Timeline (Gantt Chart)** and **Industry/Agency Partner Contributions**
1. **Annex B (External Funding Payment Schedule)**
* Estimated Payment Disbursements for each Milestone (if applicable)
1. **Annex C (Funding Terms and Conditions)**
2. **Appendices (References and other supporting documents, if applicable)**

4. Lead PI shall ensure that the industry/agency partner and the relevant HI Research Director sign the collaboration agreement.

5. Please review and modify the sections suggested as per the specific requirements of your collaboration and HI legal requirements.

Agreement [No.\_\_\_\_\_]

Between

[Agency/Industry Partner]

And

[Host Institute]

For The Purpose of

[Quantum Engineering Programme (QEP) 3.0 Funding]

Made and Entered into on

[Date of Award]

Collaboration Agreement – Draft

**This Collaboration Agreement ("Agreement") is made and entered into as of [Date], by and between:**

**[Party 1 Name] a company limited by guarantee incorporated in [Country]**
[Address]
[City, State, Zip Code]

**and**

**[Party 2 Name] a company limited by guarantee incorporated in [Country]**
[Address]
[City, State, Zip Code]

**[Party 1 Name] and [Party 2 Name] may hereinafter be individually referred to as “Party” and collectively as "Parties".**

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

**1. Scope Overview**
The Parties agree to collaborate on [brief description of the project or purpose of collaboration], herein referred to as the "Collaboration Project."

1.1 **[Party 1 Name]** shall be responsible for:

* [Specify responsibilities, e.g., project management, research, funding, etc.]
* [Detail any specific tasks or deliverables expected from Party 1]
* [Any other relevant duties]

1.2 **[Party 2 Name]** shall be responsible for:

* [Specify responsibilities, e.g., providing technical expertise, conducting assessments, etc.]
* [Detail any specific tasks or deliverables expected from Party 2]
* [Any other relevant duties]

1.3 **Joint Responsibilities**

Both Parties shall:

* Collaborate on [specific aspects of the project that require joint effort]
* Share relevant data and findings to ensure alignment and transparency
* Hold regular meetings to discuss progress and address any issues

**2. Period of Performance**
The term of this Agreement shall commence on [start date] and shall continue until [end date], unless terminated earlier in accordance with this Agreement. Start date must be no later than 1 month from the date of approval notification from QEPO.

**3. Overseers of the Project**
The oversight of the Project shall be conducted by [names/titles of individuals or committees responsible for oversight].

**4. Fund Sources**
The funding for the Project shall be sourced from:

* The Quantum Engineering Programme 3.0 (“QEP 3.0”) a national initiative managed by the National Quantum Office (“NQO”) on behalf of National Research Foundation (“NRF”), where projects awarded under QEP 3.0 will be funded by NRF.
* [Specify other sources of funding, e.g., grants, internal budgets, etc. if any]

**5. Terms for Funding Obtained**
The terms for the funding shall include:

* [Outline any specific conditions or requirements tied to the funding from QEP3.0. Refer to Terms and Conditions of Grant under Annex C.]

**6. Contributions and Payments**
Each Party agrees to contribute the following:

* [Party 1: Description of contributions, e.g., financial support, resources, personnel]
* [Party 2: Description of contributions]
Payments shall be made according to the following schedule: [Detail payment terms and timelines].

**7. Intellectual Property Rights**
The Parties agree that any intellectual property created as a result of this collaboration shall be owned by:

* [Specify Foreground IP/Background IP/ ownership rights or joint ownership terms.]
* [Legal to advise]

**8. Notices**
Each Party designates the following individuals as the primary contacts for this Agreement:

* [Party 1 Contact: Name, Title, Email, Phone Number]
* [Party 2 Contact: Name, Title, Email, Phone Number]

Any notice to be given to either Party under this Collaboration Agreement shall be in writing and shall be deemed properly sent and received upon acknowledgement by the receiving party under registered mail cover or email to above designated Parties.

**9. Other Legal Terms and Conditions**

* **Confidentiality:** [Legal to advise]
* **Dispute Resolution:** Any disputes arising out of or related to this Agreement shall be resolved through [Legal to advise.].
* **Governing Law:** This Agreement shall be governed by the laws of [Singapore/Legal to advise].
* **Amendments:** Any amendments to this Agreement must be made in writing and signed by both Parties [Legal to advise].

**IN WITNESS WHEREOF**, the Parties hereto have executed this Collaboration Agreement as of the date first above written.

**[Party 1 Name]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Name]
Title: [Title]
Date: [Date]

**[Party 2 Name]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Name]
Title: [Title]
Date: [Date]

**Annex A (Project Scope)**

**[Project Title]**

1. **BACKGROUND / INTRODUCTION / OBJECTIVES**

*An overview of the project’s key objectives, methods, expected advancements, and intended outcomes.*

1. **SCOPE OF WORK**

*Summary of project work scope*

*Objectives:*

1. ...
2. ...
3. ...
4. **PROJECT SCHEDULE / TIME FRAME**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Task** | **Responsibility Owner** | **Project Completion Date** |
| 1 | Specific line-item task |  e.g. HI/Industry or Agency Partner | Progress REport MMM YY / T0 + Months |
| 2 | ... |  e.g. HI |  ... |
| 3 | ... |  ... |  ... |
| 4 | ... |  ... |  ... |

1. **DELIVERABLES**

 The deliverables for this Project are:

1. ...
2. ...
3. ...
4. ...
5. ...

 **5. INPUTS TO THE PROJECT / RESOURCES**

[HI] will contribute...

[Industry/Agency Partner] will contribute...

1. **CASH AND IN-KIND CONTRIBUTIONS FROM EACH PROJECT PARTY**

Budget Breakdown Funding for the Project will be provided by [HI] and [Industry Partner/Agency] for their respective parts.

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Resource** | **Purpose & Justification** | **Funding Organisation** | **Amount of Fund (SGD$)** |
| Cash  |   | e.g. HI |  |
| In-kind EOM |   |  |  |
| In-kind OOE |   |  |  |
| In-kind EQPT |   |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Resource** | **Purpose & Justification** | **Funding Organisation** | **Amount of Fund (SGD$)** |
| Cash  |   | e.g. Industry/Agency Partner |  |
| In-kind EOM |   |  |  |
| In-kind OOE |   |  |  |
| In-kind EQPT |   |  |  |

Contributions by Industry/Agency Partner for the Project:

|  |  |  |
| --- | --- | --- |
| **Type of Resource** | **Amount of Fund (SGD $)** | **Duration** **of Support** |
| e.g. Cash |   | e.g. 18 months |
| e.g. In-kind EOM |   |   |
| In-kind OOE |   |   |
| In-kind EQPT |   |   |

**Payment Schedule**

*[Insert Funding Payment Terms]*

**Budget Note**

*[Insert Budget Variance, Ownership of Assets, Virements, and Other Relevant Notes]*

1. **BACKGROUND INTELLECTUAL PROPERTY**

[HI]:

[Industry/Agency Partner]:

1. **FOREGROUND INTELLECTUAL PROPERTY**

Likelihood of protectable IP from this Project

**Patentable Inventions:**

*e.g. Possible*

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

*e.g. Possible*

Likelihood of commercialising/licensing the discovery/invention from this Project?

**Commercialisation:**

*e.g. Possible*

**Annex B (External Funding Payment Schedule)**

*Outline the payment structure, detailing estimated payment disbursements associated with each milestone.*

|  |
| --- |
| **WP1 [Work Package Title and Objective]** |
| D1 | T0+6 months | [Description of milestone] e.g. Specific milestone to attain Objective listed in SECTION II: B1. |
| D2 | T0+12 months | [Description of milestone] e.g. Specific milestone to attain Objective listed in SECTION II: B2. |
| D3 | T0+18 months | [Description of milestone] e.g. Specific milestone to attain Objective listed in SECTION II: B3. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item No. | Details of Payment | Schedule Date of Completion (DD MMM YYYY) | Amount to be paid (S$) | Documents to be presented as a Condition precedent for Payment: Original Invoice with the following Documents |
| 1 | Upon receipt and acceptance of deliverable D1 |   |   |   |
| 2  |  Upon receipt and acceptance of deliverable D2 |   |   |   |
| 3 |   Upon receipt and acceptance of deliverable D3 |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |

**Annex C (Funding Terms and Conditions)**

E.g.

1. *Definitions*
2. *Accuracy of Information*
3. *Funding Terms*
4. *Administration of Funds*
5. *Research Personnel (Host Institute, Performer, Seeking Approval in Writing for Proposed Successor, Grantor Rights to Terminate)*
6. *Milestones and Deliverables*
7. *Disbursement of Funds*
8. *Records and Audits*
9. *Report of Unused Funds and Final Claims*
10. *Reporting Requirements (Periodic, Yearly, Final, etc.)*
11. *Changes in Research (No amendments shall be made without prior written approval by Grantor)*
12. *Insurance*
13. *Confidentiality*
14. *Publication of Results and Findings*
15. *IP Rights*
16. *Ownership and Use of Assets*
17. *Completion/Extension*
18. *Termination*
19. *Disclaimer of Liability*
20. *Dispute Resolution and Governing Laws.*

**[HI legal to advise]**

**Appendices**

*References and other supporting documents (if applicable)*