

ANNEX A – IMPORTANT NOTICES

Companies or consortia submitting proposals in response to the Go Cloud-Native Call for Collaboration (collectively, “**Participants**” and individually “**Participant**”) are deemed to have read and understood the following provisions:

1. Interpretation

- 1.1 The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

“**Call for Collaboration**” or “**CFC**” shall mean the invitation issued by IMDA on 03 Oct 2018 to companies to collaborate with IMDA and other partners to pre-qualify and appoint a panel of Cloud Service Providers (SPs) to provide professional technical consultancy services in Cloud-Native, Microservices and DevOps.

“**IP**” shall mean intellectual property, including but not limited to patents, copyright, industrial design and integrated circuit topography.

“**IMDA**” shall mean the Info-communications Media Development Authority, a statutory board created pursuant to the Info-communications Media Development Authority Act (No. 22 of 2016) of the laws of the Republic of Singapore with its principal office at 10 Pasir Panjang Road, #03-01 Mapletree Business City, Singapore 117438.

“**Proposal**” shall mean any and all documents and information submitted by the Participant in response to the Call for Collaboration.

- 1.2 Words importing the singular shall also include the plural and vice versa where the context requires.

2. Disclaimers

- 2.1 This Call for Collaboration (CFC) is merely an invitation to treat and is not intended to create or impose any binding legal obligations whatsoever on IMDA, whether express or implied and whether contractual or otherwise. Without prejudice to the generality of the foregoing, each Participant acknowledges and agrees that IMDA shall be under no duty or obligation to act fairly or equally towards any Participant in relation to IMDA’s evaluation of its Proposal or with regard to any process adopted by IMDA under this CFC.

- 2.2 Nothing in this CFC shall constitute a contract between IMDA and any Participant. Any Participant selected pursuant to this CFC for participation in the project shall be required to enter into a legally binding agreement with IMDA (“**Agreement**”), the terms and conditions of which shall be agreed between the parties at a later

date. For the Participants' reference, the Agreement to be entered into between the selected Participant and IMDA shall contain IMDA's standard terms and conditions for Grants and/or any other terms which IMDA deems fit, including but not limited to the terms and conditions set out at Schedule 1 annexed hereto. For the avoidance of doubt, for the purposes of the Agreement, IMDA shall be entitled to modify, vary and/or supplement any of the terms and conditions set out in Schedule 1.

- 2.3 All submissions of Proposals, clarifications, discussions and presentations relating to this CFC are made entirely at the risk of the Participant.
- 2.4 IMDA does not make any representation or warranty, whether express or implied, or accept any liability for the completeness, relevancy, accuracy and/or adequacy of the information provided by IMDA in relation to this CFC.
- 2.5 IMDA does not make any representation of fact or promise to the future in respect of any project contemplated by IMDA relating to this CFC.
- 2.6 IMDA accepts no liability or obligation in relation to any Proposal submitted pursuant to this CFC and/or any subsequent clarifications, discussions or presentations thereon, whether requested by IMDA or otherwise. The Participant shall bear all costs and expenses associated with the preparation and submission of its Proposal, and any subsequent clarifications, discussions or presentations thereon. IMDA will, under no circumstances, be responsible for reimbursing any costs incurred by the Participant during the process, regardless of the conduct or outcome of the evaluation and selection process.
- 2.7 IMDA shall have the absolute discretion to accept or reject any Proposal, whether in whole or in part, without giving any reason whatsoever. The receipt by IMDA of any Proposal pursuant to this CFC shall under no circumstances impose any form of obligation or amount to an acceptance of or an agreement to abide by any terms or conditions stated therein or elsewhere on the part of IMDA.
- 2.8 IMDA shall have the absolute discretion, at any time, to terminate this CFC or to change the nature, scope, procedures or timelines for the CFC, including the proposal selection process and criteria. Under no circumstance shall IMDA incur any liability in respect of such termination or changes.
- 2.9 IMDA shall not owe any liability to any party for any loss or damage whatsoever (including loss of profit, savings, business contracts, or revenues, and all other forms of actual, direct, special, incidental, or consequential loss or damage) arising from or related to any response to this CFC, including but not limited to the submission of Proposals.

3. Ownership of Documents and Intellectual Property

- 3.1 All proposals and other documents or materials submitted to IMDA pursuant to this CFC shall become the property of IMDA. Notwithstanding the foregoing and without prejudice to any subsequent agreement with IMDA to the contrary, any IP contained in any Proposal and/or such other document submitted to IMDA shall not be transferred to IMDA.
- 3.2 For the avoidance of doubt, all IP in any documents issued by IMDA pursuant to this CFC shall remain vested in IMDA.

4. Confidentiality of Information

- 4.1 IMDA may require any party receiving confidential information from IMDA in relation to or arising from this CFC to sign a written non-disclosure agreement setting out such party's confidentiality obligations in relation to such confidential information.
- 4.2 IMDA accepts no liability or obligation in relation to any confidential information disclosed to IMDA by a Participant pursuant to this CFC unless otherwise agreed by IMDA in a written non-disclosure agreement setting out IMDA's confidentiality obligations in relation to such confidential information.

5. IMDA's Right to Seek Recovery

Nothing herein shall prejudice or limit IMDA's right to seek recovery from the Participant for any loss, damage, costs, expenses, or liability incurred by IMDA and/or its officers, directors and employees, directly or indirectly arising out of or relating to the submission of the Proposal by the Participant and IMDA's retention and use thereof, including but not limited to any claim that the Proposal infringes any third party's IP rights.