



FORM 1: RWS S.E.A. AQUARIUM RESEARCH COLLABORATION PROPOSAL

About RWS and S.E.A. Aquarium

Resorts World at Sentosa Pte Ltd (“RWS”) is the owner and operator of an integrated resort (the “Integrated Resort”) located on Singapore’s resort island of Sentosa, which is a global leading family destination in Singapore. Among RWS’s attractions is S.E.A. Aquarium (“S.E.A.A.”), one of the world’s largest aquariums and home to more than 100,000 marine animals representing 1,000 species across more than 40 diverse habitats.

RWS/S.E.A.A. acknowledges the key role scientific research plays in allowing us to better understand both marine life under our care and the marine ecosystems and environments worldwide that sustain life on earth. As such, we are committed to supporting rigorous scientific inquiry and participate in collaborative projects aimed at the following research objectives:

1. Increasing understanding of animal welfare and husbandry under our care;
2. Contributing to the conservation and protection of local and regional aquatic habitats and organisms;
3. Understanding and reducing human impact on local and regional environments; and
4. Increasing the effectiveness of our science and conservation communication.

Before applying for a research collaboration with us, please ensure that:

1. The project is relevant to S.E.A.A.’s research objectives;
2. The project does not result in unmitigatable negative effects on animal welfare; and
3. The research is feasible, scientifically valid, and novel.

In accordance with our strategic research and conservation foci, projects investigating the following are of particular interest to us:

1. Sharks and rays;
2. Corals and coral reefs;
3. Mangroves; and
4. Dolphins.

How to apply:

Fill in this set of **FORMS 1, 2 and 2A in softcopy** and send it in, together with the necessary supporting documents, to Ms. Ng Kia Yi from the Education, Research and Conservation department at kiayi.ng@RWSentosa.com. **Please retain a wet-ink signed hardcopy/ physical copy to be provided to RWS upon request.**

Instructions:

1. Please ensure that all applicable fields have been fully filled out clearly and concisely.
2. Please ensure that the declarations on **Pages 8, 12, and 15** have been properly signed and that all other pages have been initialed.

RWS/S.E.A.A. reserves the right to not consider applications that do not conform to the above instructions or such other instructions which may be given by RWS/S.E.A.A.

Section I: Project Description and Impact	
A. Title of project	
B. Project location	
C. Applicant’s details and contact information	
Name	Institution
Contact information Email:	Phone number:
Nationality	
Initialed by Applicant	



D. Have you successfully applied to S.E.A.A. for research collaboration in the past?

If you have successfully applied for research collaboration with S.E.A.A. in the past, please go directly to Section I Part E below ("**Project background and details**").

If you have never successfully applied to S.E.A.A. for research collaboration before, we will require the following:

- Full résumé
- Two professional or academic referees

1 st referee's details	
Name	Institution
Contact information Email:	Phone number:
2 nd referee's details	
Name	Institution
Contact information Email:	Phone number:

For student applicants, also kindly provide:

- A signed letter from your Primary Investigator at your university/institution

E. Project background and details

Clearly stating research questions, objectives, methods, and expected outcomes. Not more than 1000 words.

Initialed by Applicant



F. Project team

Please define the personnel who will be working on this project, stating clearly their qualifications and roles. Make sure to include the details of external collaborators and their institutional affiliations, if any.

G. Conservation and/or research impact

Please clearly state how this project can help improve the survival or protection of species or habitats in the wild, better inform species under human care, or help guide conservation education and outreach. Not more than 300 words. (Attach separate sheet labelled Section I(G) if space is insufficient.)

H. Project timeline and dissemination of project results/findings

Please clearly describe the planned project timeline, indicating when components of the project are expected to be completed. Please also describe how the findings/results from from this project will be disseminated - e.g., research publications, posters, conference presentations, husbandry guidelines.

Initialed by Applicant



Section II: Animal welfare considerations and permissions

A. Will this project result in any negative effects on any live animal(s) or human(s)? If so, how will these effects be mitigated?

B. Has the project been assessed and approved by any human or animal ethics board (e.g., institutional IACUC, AAALAC)? Please submit copies of any such approvals.

C. Does your project require any other permits from local and/or international authorities? Have these permits been obtained? Please submit copies of any such permits.

Initialed by Applicant



Section III: Acknowledgment and communication

A. How will RWS/S.E.A.A. be acknowledged?

i.e. proposed logo placement, research publication co-authorship, acknowledgements etc. As a general rule, RWS/S.E.A.A. requires at the minimum, an acknowledgement in any resultant publication, poster, or other collaterals or media and that prior written approval from RWS/S.E.A.A. be obtained before such publication or use of RWS/S.E.A.A.'s logo and/or name. RWS/S.E.A.A. actively seeks to improve in-house research capacity and contribution – collaborations which open up opportunities for staff co-authorship and capacity-building will be prioritised.

B. Will RWS/S.E.A.A. able to share about this project and our contribution on our outreach/publicity platforms?

Please also indicate if there are any restrictions, e.g., results of research only to be shared after publication of research papers etc.

C. Will any materials communicating project activities and results be provided to RWS/S.E.A.A.?

e.g., scientific publication, posters, presentation to RWS staff or public, other educational materials etc.

Initialed by Applicant



Section IV: Nature of request

Please mark in the appropriate box below and proceed to fill in the corresponding Sections

- Research funding request:** Complete **Section V** below
- Research collaboration involving S.E.A.A.'s collection or visitors:** Complete **Section VI** below
- Requests for biological samples:** Complete **Section VII** below.
- Others:** Please elaborate here

Section V: Research Project Funding Request

A. Total project budget

B. Amount requested from S.E.A.A.

C. Are you seeking funding or collaboration from any other organization or institution for this project? If so, please declare it here.

D. How will funds requested from S.E.A.A. be used? Please provide an itemized breakdown. (Attach separate sheet labelled Section V(D) if space is insufficient.)

Initialed by Applicant



Section VI: Research collaboration involving S.E.A.A.'s collection or visitors

A. Specific input required from S.E.A.A.:

Please be very specific with regard to what is needed (e.g., back-of-house access to collection animals, manpower, facilities, etc.). Where applicable, please provide information on quantities, timeline, frequencies, etc.

Section VII: Biomaterial requests

Note: Animal welfare is of paramount importance to us. Sample collection protocols which do not require additional manipulation of live animals (beyond usual husbandry/veterinary protocols) have a much higher chance of being approved.

Given manpower restrictions and regular husbandry and veterinary protocols, please be aware that it may not always be possible for us to meet strict biomaterial collection deadlines.

A. Sample type(s)

B. Please describe the collection protocol in as much detail as possible.

Please include, where appropriate, details on collection method, sample storage (container type, storage media and conditions), timelines, and any other relevant information.

Initialed by Applicant



C. Please describe how the samples will be collected/transported out of S.E.A.A..

Where relevant, please describe how the samples will be packed and transported off S.E.A.A. grounds, and who will be responsible for collecting them from us.

Declaration

I, _____, being interested in pursuing a collaborative research project with RWS as set out in this application document, hereby declare that the information provided is accurate, complete, and true to the best of my knowledge.

Signature:

Name:

Date:

Initialed by Applicant



FORM 2: RWS S.E.A.A. RESEARCH COLLABORATION TERMS AND CONDITIONS

By submitting your proposal in **FORM 1**, you _____ (full name of **"Applicant"** to be inserted here), of _____ (address of Applicant to be inserted here) agree to the terms and conditions of the research collaboration with Resorts World at Sentosa Pte Ltd (**"RWS"**) as set out herein and shall abide by them:

Whereas:

- (A) RWS is the owner and operator of an integrated resort in Sentosa, Singapore known as Resorts World Sentosa (the **"Integrated Resort"**), which includes, among other things, the S.E.A. Aquarium, Universal Studios Singapore theme park, several hotels and other facilities;
- (B) The Applicant is interested in collaborating with RWS;
- (C) RWS and the Applicant (hereinafter, a **"Party"** or collectively, the **"Parties"**) are or may be engaged in discussions concerning or in relation to the provision of RWS resources related to research collaboration as delineated in the final approved project proposal (**"Purpose"**).

1. Proposal approval procedure

- 1.1 All incoming research proposals will be circulated and reviewed internally by RWS staff as necessary. As such, applicants should still expect minimum waiting times of two (2) months for proposals that do not require funding, and three (3) months for proposals that request for funding. Longer waiting times can be expected if there are additional queries or revisions.
- 1.2 In the event that issues pertaining to animal welfare and/or ethics in the proposed research are flagged by RWS, additional internal approvals will have to be obtained from RWS's Animal Welfare Committee and IACUC. This will result in further delays.

2. Use of funds or other forms of assistance

- 2.1 All forms of aid, monetary or otherwise, must be solely for the agreed-upon Purpose.
- 2.2 RWS does not provide financial support for Applicants' institutional indirect costs (e.g., institutional overheads, GST).
- 2.3 Project funds, if approved by and provided by RWS (**"Project Funds"**), are to be managed by the Applicant named in the proposal.
- 2.4 Detailed records of how the Project Funds have been used must be maintained and made available at any time upon request from RWS.
- 2.5 The Purpose should not be changed unless absolutely necessary and only with the consent of RWS. This stipulation includes but is not limited to funding requirements, staff and equipment, length of study, and scope of the project. In the event that such change(s) are unavoidable, RWS must be notified by the Applicant as soon as possible.
- 2.6 If biomaterials are requested, RWS reserves the right and absolute discretion to control or decide on how the results are being shared publicly. In the event of any public sharing or publication plan in relation to such samples, any party which wishes to publish or share information publicly must seek RWS's prior written consent.
- 2.7 RWS must receive acknowledgement by the Applicant of receipt of all Project Funds.

3. Data and material stipulations

- 3.1 Any data and materials that are provided by RWS to applicants for use to achieve the Purpose:
 - 3.1.1 may be used by the recipient solely to perform the activities required to achieve the Purpose;
 - 3.1.2 may be used only by the Applicant or individuals under his/her/their authority;
 - 3.1.3 may not be sold or otherwise transferred or provided to any third party;
 - 3.1.4 may not be used for any other purpose, including without limitation to provide any service, or for any research or collaboration other than the Purpose; and
 - 3.1.5 except as may be expressly set forth in the Purpose, may not be re-used (in the case of consumable materials), disassembled, reverse-engineered, decompiled, reverse-assembled, and/or separated/extracted /isolated from

Initialed by Applicant



- other components with which it was transferred, or analyzed to determine the methods of operation or to reveal proprietary properties.
- 3.1.6 Upon RWS's request, the Applicant will return any materials provided which have not already been used up or discarded in order to achieve the Purpose. If permission is granted by RWS for the Applicant to discard any used or non-used samples, this must be done in accordance to the relevant prevailing legislation on disposal (e.g., biomaterial waste disposal guidelines).
- 3.1.7 In the event that an Applicant desires to amend the Purpose in away way resulting in a need to violate any of the above stipulations, the Applicant is required to obtain express approval from RWS.
- 3.2 The Applicant shall procure that each collaborator receiving samples from RWS shall obtain all necessary approvals, permissions, and funds necessary for their use of such samples in achieving the Purpose, and in the eventual release, dissemination, and/or publication of project results. This includes all applicable permits or permissions required for full compliance with the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), as well as any other government authority permissions required for the transport of the requested Materials out of RWS premises and/or Singapore.
- 3.3 In the event that more than 10% of the samples in a research project comes from RWS, at least one(1) RWS staff member must be offered the option to contribute to the publication as an author/ co-author.
- 3.4 Unless otherwise stipulated in the Purpose, RWS holds joint ownership and the intellectual property rights of all research data generated or obtained from RWS resources, including samples, manpower, or equipment.
- 3.5 RWS must be notified and consulted, and must give prior written approval before any data or information derived from RWS resources is used in any way, whether commercial or non-commercial.
- 3.6 For all potential publications and/or disclosures of research results or information obtained through use of RWS resources, RWS must be provided with copies in advance of the public disclosure or the submission of any proposed publication to a journal, editor, or other third party. If there are any objections, RWS shall, within two (2) weeks of receipt of the proposed publication or public disclosure, notify the Applicant in writing of its objections.
- 3.7 In the unlikely event of objections from RWS, RWS reserves the right to negotiate with the Applicant on how to best proceed without compromising scientific integrity and professional relationships between RWS, the Applicant, and any other relevant third party.
- 3.8 For published research pursuant to this collaboration, irrespective of whether the Applicant is the sole author or co-author of the same, subject to the rights of the publisher, each party may reproduce and use any publication or other public disclosure for marketing and other academic and commercial purposes.

4. Progress reports and use of results

- 4.1 Progress reporting is an important component of the research project process. Unless otherwise stipulated in the Purpose, or otherwise agreed between the Parties, the following procedures for project progress reporting must be adhered to:
- 4.1.1 RWS's Education, Research and Conservation department must be updated on project progress in email or writing every three (3) months from commencement of project for the entire duration of the project;
- 4.1.2 For projects that extend over a period exceeding a year, a project report must be submitted to RWS's Education, Research, and Conservation department minimally once every 12 months from project commencement, and also upon project completion; and
- 4.1.3 In cases where the project results in published peer-reviewed scientific publication(s), the need for project report(s) may be waived at the discretion of RWS's Education, Research and Conservation department
- 4.2 A copy of any manuscript(s), posters, or other forms of media resulting from the project must be provided to RWS for retention and records keeping.
- 4.3 The publication of all reports, articles, peer-reviewed publications, posters, or any other forms of media relating to the approved project must include acknowledgement of funding or any other aid, partial or in full, by RWS.
- 4.4 Where the Applicant and any RWS staff member co-authored any paper(s) pursuant to this collaboration, the Applicant and the aforementioned RWS staff member(s) shall jointly own the intellectual property/copyright in the paper(s) jointly authored. Prior to the publication of such jointly authored paper(s) in peer-reviewed journals, such paper(s) must be reviewed by RWS and such publication agreed to at the discretion of RWS's Education, Research and Conservation department.
- 4.4 The Applicant may be requested to give one or more presentations including but not limited to his research / project to RWS and/or members of a relevant community.

Initialed by Applicant



- 4.5 In the event that the Applicant publishes a paper and/or works that was authored and/or produced pursuant to this collaboration, the Applicant hereby grants to RWS, an irrevocable, non-exclusive, royalty-free right and license worldwide and in perpetuity, to use, adapt, publicise, and/or exploit the paper/ works for any purpose and in any way it sees fit. This includes enabling RWS to use, preserve and disseminate the paper/works.
- 4.6 In the event of there being any intended commercial exploitation arising from the results of the project utilizing Project Funds, the Applicant must notify RWS as soon as he is aware of the intended commercial exploitation. In such cases, the following would apply:
- 4.6.1 where the funded project/ works were jointly authored or produced by RWS and the Applicant, both RWS and the Applicant would jointly own the results of the funded project / works and parties shall agree on the percentage of the proceeds from the commercial exploitation which RWS is to be entitled to depending on RWS' contribution as a co-author; and
- 4.6.2 where the funded project/ works were authored or produced by the Applicant using RWS' data and/or materials, the Applicant shall own the results of the funded project / works subject to RWS's provision of the licence in the data/ materials, and parties shall agree on the percentage of the proceeds from the commercial exploitation which RWS is to be entitled to depending on RWS' contribution.
- 4.7 In the event of there being any intended commercial exploitation arising from the results of a project which was not funded by RWS but the Applicant had used RWS' data and/or materials, the Applicant shall own the results of the project subject to RWS' provision of the licence in the data/ materials. Parties shall agree on the proceeds from the commercial exploitation which RWS is to be entitled to depending on RWS' contribution.

5. Confidentiality

- 5.1 "**Confidential Information**" means means any and all information which is directly or indirectly disclosed by RWS to the Applicant in whatever form (including without limitation information given orally, in writing or in any other form and any document, electronic file or any other medium of representing or recording information which contains or is derived or copied from such information) before or after the date of this Agreement and shall include (but not be limited to) information relating to RWS's business and affairs including those of its subsidiaries and affiliates, ideas, concepts, designs, photographs, specifications, findings, research, reports, plans, commercial, financial, technical or operational plans and knowledge, data, drawings, know-how, analysis, assumptions, projections, computations, compilations, studies and other materials, documents and information which concern or relate to the Integrated Resort (whether marked as confidential or by the nature of the circumstances surrounding the disclosure, ought to be treated as proprietary and/or confidential) which has been, whether directly or indirectly, disclosed or communicated by RWS to the Applicant, acquired by the Applicant from RWS, prepared by RWS from or in connection with any of the foregoing, or which contain or are based in whole or in part upon such information PROVIDED, however, that Confidential Information does not include information:
- 5.1.1 which is in (or hereafter comes into) the public domain other than through or as a result of a breach of this Agreement;
- 5.1.2 which was lawfully in possession of the Applicant before its disclosure by RWS took place (as evidenced by documentation);
- 5.1.3 which is received by the Applicant from a third party without either an obligation of non-disclosure or breach of an obligation of confidentiality in such third party's receipt or transmission of the Confidential Information;
- 5.1.4 which is or was independently developed by the Applicant prior to the disclosure to Applicant by RWS of any Confidential Information (as evidenced by documentation); or
- 5.1.5 which is explicitly approved for release by written authorization of RWS.
- 5.2 The Applicant undertakes and shall ensure that its employees and representatives (where applicable) undertake to treat as confidential, all information which comes into its or their possession pursuant to or as a result of or in the performance of this Agreement.

6. Miscellaneous

- 6.1 The Applicant shall not make any public announcements, statements or media releases in connection with this Agreement without consulting with RWS and obtaining RWS's prior written consent.
- 6.2 RWS may cease funding and/or any other forms of support immediately without further obligation in the event that any of the conditions herein have not been complied with or remedied within thirty (30) calendar days of being requested to do so. If such termination of funding and/or support occurs, RWS reserves the right to recover any funds, biosamples or other resources that have been provided in part or full and/or all rights in any works created by the Applicant as a result of the funding and/or support.
- 6.3 RWS reserves the right to immediately terminate any agreement that it may have with the Applicant at any point in time by way of a termination notice, in the event that the Applicant, the Applicant's organisation(s) and/or any other person,

Initialed by Applicant



programme or initiative connected to the Applicant or the Applicant's organisation(s) becomes associated with any media reports (traditional, social or otherwise) that may unfavourably impact RWS' reputation by its association with the Applicant, the Applicant's organisation(s) and/or any other person, programme or initiative connected to the Applicant or the Applicant's organisation(s). Prior to serving a termination notice, RWS shall at the earliest opportunity discuss with the Applicant its concerns with a view to address the best interests of RWS.

- 6.4 Without prejudice to Clause 6.3 and/or any other rights or remedies available to RWS under general law, RWS may at any time and for any reason terminate this Agreement upon giving a fourteen (14) days' prior written notice to the Applicant, and the termination shall take effect from the date stipulated in such written notice.
- 6.5 RWS reserves the right to amend these conditions at its absolute discretion. The Applicant will be notified of these amendments in writing.
- 6.6 This Agreement shall be governed by the laws of Singapore, without regard to principles of conflicts of laws. The Parties agree to submit to the exclusive jurisdiction of the courts of Singapore in respect of all matters arising out of this Agreement.

ACCEPTANCE OF FORM 2 RWS S.E.A.A. RESEARCH COLLABORATION TERMS AND CONDITIONS

I, _____, being interested in pursuing a collaborative research project with RWS as set out in this FORM 2, have read and hereby accept the conditions for research collaboration with RWS and agree to comply with them.

Signature:

Name:

Date:

Initialed by Applicant





FORM 2A: NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement ("Agreement") is entered into this day of 20__ between the parties below:

Resorts World at Sentosa Pte. Ltd. ("Disclosing Party", "RWS", "Our", "Us" or "We", which expressions shall include its successors-in-title, licensees and assigns) of 8 Sentosa Gateway Singapore 098269

("You" or "Your", which expressions shall include its successors-in-title, licensees and assigns) of

(collectively, "Parties", or individually, "Party").

Whereas:

- (A) RWS is the owner and operator of an integrated resort in Sentosa, Singapore known as Resorts World Sentosa (the "Integrated Resort"), which includes, among other things, the S.E.A. Aquarium, Universal Studios Singapore theme park, the FestiveWalk retail/dining/entertainment area, several hotels and other facilities; and
(B) The Parties are or may be engaged in discussions concerning or in relation to the RWS 2.0 development ("Purpose") and the Disclosing Party will thereby be disclosing Confidential Information (as defined below) to the Receiving Party.

The Parties hereby agree as follows:

1. In this Agreement:

1.1. "Confidential Information" means any and all information which is directly or indirectly disclosed by the Disclosing Party to the Receiving Party in whatever form (including without limitation information given orally, in writing or in any other form and any document, electronic file or any other medium of representing or recording information which contains or is derived or copied from such information) before or after the date of this Agreement and shall include (but not be limited to) information relating to the Purpose, the Disclosing Party's business and affairs including those of its subsidiaries and affiliates, ideas, concepts, designs, photographs, specifications, findings, research, reports, plans, commercial, financial, technical or operational plans and knowledge, data, drawings, know-how, analysis, assumptions, projections, computations, compilations, studies and other materials, documents and information which concern or relate to the Integrated Resort and/or the Purpose (whether marked as confidential or by the nature of the circumstances surrounding the disclosure, ought to be treated as proprietary and/or confidential) which has been, whether directly or indirectly, disclosed or communicated by the Disclosing Party to the Receiving Party, acquired by the Receiving Party from the Disclosing Party, prepared by the Disclosing Party from or in connection with any of the foregoing, or which contain or are based in whole or in part upon such information PROVIDED, however, that Confidential Information does not include information:

- (a) which is in (or hereafter comes into) the public domain other than through or as a result of a breach of this Agreement;
(b) which was lawfully in possession of the Receiving Party before its disclosure by the Disclosing Party took place (as evidenced by documentation);
(c) which is received by the Receiving Party from a third party without either an obligation of non-disclosure or breach of an obligation of confidentiality in such third party's receipt or transmission of the Confidential Information;
(d) which is or was independently developed by the Receiving Party prior to the disclosure to the Receiving Party by the Disclosing Party of any Confidential Information (as evidenced by documentation); or
(e) which is explicitly approved for release by written authorization of the Disclosing Party.

1.2. "Term" means the period of three (3) years starting from the date of this Agreement.

Initialed by Applicant





2. During the Term, the Receiving Party:
- 2.1 will keep in strict confidence all and any Confidential Information disclosed by the Disclosing Party and will not, directly or indirectly, inform or disclose any or all Confidential Information to any third-party (including, without limitation, any person, firm, corporation, association or any other entity (legal or non-legal));
 - 2.2 will not utilize or in any other manner whatsoever, either wholly or partly, use (including, without limitation, in competition against the Disclosing Party) directly or indirectly any Confidential Information disclosed by the Disclosing Party for purposes other than the Purpose; and
 - 2.3 shall make copies of the Confidential Information only to the extent strictly necessary for the Purpose.
3. Notwithstanding Clause 2 above:
- 3.1 the Receiving Party may disclose the Confidential Information to the Receiving Party's directors and/or employee(s) ("**Related Persons**") only to the extent strictly necessary for the Purpose, provided that the Receiving Party procures from the Related Persons an obligation to protect the Confidential Information on similar terms as in this Agreement and accepts responsibility for any breach of such obligation of the Related Persons;
 - 3.2 the Receiving Party may disclose Confidential Information which is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority or applicable stock exchange to be disclosed provided that the Receiving Party shall, to the extent permitted and practicable under such law, order, rule and/or regulation, promptly notify the Disclosing Party prior to such disclosure and, if requested by the Disclosing Party, cooperate in obtaining a protective order or otherwise requiring the Confidential Information so disclosed to be used only for the purposes of such law, court order or rule, direction or regulation of such regulatory or governmental authority or applicable stock exchange.
4. The Parties agree that disclosure of Confidential Information by the Disclosing Party to the Receiving Party does not confer upon the Receiving Party any rights (including, without limitation, ownership and intellectual property licences) to the Confidential Information.
5. The Receiving Party agrees not to disclose to any third-party or non-party to this Agreement the fact that any discussions or negotiations are taking place between the Parties (including any of the terms, conditions or other facts with respect to such discussions or negotiations), unless the Receiving Party obtains the Disclosing Party's prior written consent to such disclosure.
6. At the end of the Term or when the Purpose comes to an end, whichever is earlier, the Confidential Information (including copies, reproductions or any other derivations of any such Confidential Information) in the possession of the Receiving Party and/or the Related Persons shall be permanently and irreversibly deleted and/or destroyed or, if requested for at or prior to the end of the Term or when the Purpose comes to an end, returned to the Disclosing Party within fourteen (14) days from the end of the Term or when the Purpose comes to an end. Notwithstanding this Clause:
- 6.1 where necessitated by laws or regulations, the Receiving Party and/or the Related Persons may retain such Confidential Information (including copies, derivations or reproductions) strictly up to the extent necessary to comply with such laws or regulations, provided that the Receiving Party and/or the Related Persons shall maintain the confidentiality of the Confidential Information (including copies, reproductions or any other derivations of any such Confidential Information) so retained in accordance with the terms of this Agreement; and
 - 6.2 where the Confidential Information is stored as part of the Receiving Party's and/or the Related Persons electronic back-up system which is not ordinarily retrievable as part of day-to-day business or routine, then the obligation to permanently and irreversibly delete and/or destroy Confidential Information shall not apply to such Confidential Information, if satisfactory documentation evidencing that such Confidential Information is no longer retrievable or has been overwritten is adduced by the Receiving Party and/or the Related Persons.
7. This Agreement shall be governed by and will be construed in accordance with the laws of the Republic of Singapore and the Parties agree that any dispute arising out of or in connection with this Agreement, including any question regarding its existence or validity, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. If such dispute is not arbitrable, the Parties consent to the non-exclusive jurisdiction of any courts or tribunal of the Republic of Singapore.

Initialed by Applicant



- 7.1 The Parties agree that in the event of a breach of this Agreement by any Party, damages would not be an adequate remedy or sufficient compensation and the Party which is not in breach is entitled always to injunctive relief (immediate and/or permanent) to prevent the unauthorized use of the Confidential Information.
- 8. Without derogating from the Parties' express agreement that all the terms of this Agreement are reasonable and negotiated, should any provision of this Agreement be unenforceable for any reason whatsoever, such provision shall be amended only to the extent necessary for it to be enforceable or, if this is not possible under the law, the rest of this Agreement shall remain enforceable and unaffected.
- 9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 10. Notwithstanding the Term of this Agreement, You are aware that certain Confidential Information disclosed by Us is highly confidential and privileged information (including, without limitation, company secrets, formulae and ideas, whether owned by Us or licensed by third-parties to Us) ("**Highly Confidential Information**") and when Highly Confidential Information is identified to you prior to, at, or after disclosure, the obligations under this Agreement in relation to Highly Confidential Information shall continue until such time that Highly Confidential Information no longer satisfies the definition of "Confidential Information" under this Agreement, notwithstanding the expiry of the Term or the Purpose coming to an end.

IN WITNESS whereof this Agreement has been duly executed the day and year first above written.

X

Signature

For and on behalf of:

Resorts World at Sentosa Pte. Ltd

Name

Designation

X

Signature

For and on behalf of:

Name

Designation

Initialed by Applicant





FORM 3: ACKNOWLEDGEMENT BY RESORTS WORLD AT SENTOSA PTE. LTD.*
(*for use by Resorts World at Sentosa Pte. Ltd. only)

To: _____ (the "Applicant")

Address: _____

1. Resorts World at Sentosa Pte. Ltd. ("RWS") acknowledges receipt of **FORMS 1, 2 and 2A**, which were submitted by the Applicant to RWS on _____(date) (the "**Proposal**") and thanks the Applicant for his submission.
2. After due consideration of the Proposal, RWS is pleased to inform the Applicant that RWS accepts the Proposal and agrees to enter into the collaboration with the Applicant for a term of one (1)/ two (2) years* (*delete as appropriate) (the "**Term**") or until earlier terminated by RWS in accordance with the terms set out in **FORM 2**.
 - RWS shall have the option at its sole discretion, to extend the Term for a further period of (1)/ two (2) years* (*delete as appropriate) on the same terms and conditions agreed herein by giving the Applicant a written notice of its intention no less than thirty (30) days before the expiration date of the Term.
3. If you have any queries on the above, please contact Ms. Ng Kia Yi at kiayi.ng@RWSentosa.com.

**FOR AND ON BEHALF OF
RESORTS WORLD AT SENTOSA PTE. LTD.**

Name:
Designation:
Date:

Initialed by Applicant

