

## ANNEX A – IMPORTANT NOTICES

Companies or consortia submitting proposals in response to the “Enterprise Mobility” Call for Proposals (“**Participants**”) 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 Proposals**” or “**CFP**” shall mean the invitation issued by IDA on 28<sup>th</sup> March 2013 to companies to collaborate with IDA and other partners to develop and deploy solutions in connection with the “Enterprise Mobility” programme.

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

“**IDA**” shall mean the Info-communications Development Authority of Singapore, a statutory board created pursuant to the Info-communications Development Authority of Singapore Act (Chapter 137A) of the laws of the Republic of Singapore with its principal office at 10 Pasir Panjang Road #10-01, Mapletree Business City, Singapore 117438.

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

**“Participants”** shall mean all participating companies in this Call for Proposals.

**“Consortium Lead”** shall mean the leading party that is submitting the proposal in response to this Call for Proposals, with accompanying companies forming the consortium.

**“Participating Company”** shall mean any companies that is forming part of the consortium but not leading the project.

- 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 Proposals (CFP) is merely an invitation to treat and is not intended to create or impose any binding legal obligations whatsoever on IDA, whether express or implied and whether contractual or otherwise. Without prejudice to the generality of the foregoing, each Participant acknowledges and agrees that IDA shall be under no duty or obligation to act fairly or equally towards the Participant in relation to IDA’s evaluation of its Proposal or with regard to any process adopted by IDA under this CFP.
- 2.2 Nothing in this CFP shall constitute a contract between IDA and any Participant. Any Participant selected pursuant to this CFP for participation in the project shall be required to enter into a legally

binding agreement with IDA, the terms and conditions of which shall be agreed between the parties at a later date.

2.3 All submissions of Proposals, clarifications, discussions and presentations relating to this CFP are made entirely at the risk of the Participant.

2.4 IDA 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 IDA in relation to this CFP.

2.5 IDA does not make any representation of fact or promise to the future in respect of any project contemplated by IDA relating to this CFP.

2.6 IDA accepts no liability or obligation in relation to any Proposal submitted pursuant to this CFP and/or any subsequent clarifications, discussions or presentations thereon, whether requested by IDA 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. IDA 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 IDA 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 IDA of any Proposal pursuant to this CFP 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 IDA.

2.8 IDA shall have the absolute discretion, at any time, to terminate this CFP or to change the nature, scope, procedures or timelines for the CFP, including the proposal selection process and criteria. Under no circumstance shall IDA incur any liability in respect of such termination or changes.

2.9 IDA 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 CFP, 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 IDA pursuant to this CFP shall become the property of IDA. Notwithstanding the foregoing and without prejudice to any subsequent agreement with IDA to the contrary, any IP contained in any Proposal and/or such other document submitted to IDA shall not be transferred to IDA.

- 3.2 For the avoidance of doubt, all IP in any documents issued by IDA pursuant to this CFP shall remain vested in IDA.

#### **4. CONFIDENTIALITY OF INFORMATION**

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

#### **5. IDA'S RIGHT TO SEEK RECOVERY**

Nothing herein shall prejudice or limit IDA's right to seek recovery from the Participant for any loss, damage, costs, expenses, or liability incurred by IDA 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 IDA's retention and use thereof, including but not limited to any claim that the Proposal infringes any third party's IP rights.