

Draft: 12 June 2026

DATED THIS DAY OF 2026

Between

SOUTHEAST ASIAN MINISTERS OF EDUCATION ORGANIZATION
as the Grantor

And

THE PERSON NAMED IN SCHEDULE 1
as the Consortium Lead

GRANT AGREEMENT

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THIS AGREEMENT is made on 2026.

BETWEEN:

- (1) **SOUTHEAST ASIAN MINISTERS OF EDUCATION ORGANIZATION**, a regional intergovernmental organization established by the SEAMEO Charter and having its headquarters at Mom Luang Pin Malakul Centenary Bldg, 920 Sukhumvit Road, Bangkok 10110, Thailand (the "**Grantor**"); and
 - (2) the party listed in Schedule 1 of this Agreement (the "**Consortium Lead**"),
- (collectively, the "**Parties**" and each, a "**Party**").

WHEREAS:

- (A) The Secretariat of the Grantor (the "**SEAMEO Secretariat**") implements the Developing Research Excellence and Mentorship in Southeast Asia programme ("**SEA DREAM**" or the "**Programme**"), with core funding from the Funders (as defined below) and in strategic partnership with national Southeast Asian research funding agencies, which funds Southeast Asian-led multi-country consortia research aimed at addressing regional and global health challenges.
- (B) On [●date], SEA DREAM released DREAM 4 Health Call for Proposals 2026 for proposals to be submitted for grants to fund research and activities in respect of Southeast Asian-led regional consortia research aimed at addressing regional and global health challenges including: (i) emerging infectious diseases, (ii) health impacts of climate change, (iii) promotion of mental health, and (iv) strengthening health systems and access to care.
- (C) On [●date], the Consortium Lead (as defined below), together with the Consortium Members (as defined below), submitted Proposal Reference Number [●number] (the "**Proposal**") in respect of the Grant Activities (as defined below).
- (D) The Grantor is desirous of supporting the Grant Activities and intends to extend the Grant (as defined below) to the Consortium.
- (E) In light of the above, the Parties have agreed to enter into this Agreement on the terms and conditions hereinafter set out.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement and the Schedules, unless the context requires otherwise:

"**Commencement Date**" means [●date];

"Consortium" means the Consortium Lead and the Consortium Members collectively;

"Consortium Lead" means the party identified in Schedule 1;

"Consortium Members" means the parties identified in Schedule 2, and a **"Consortium Member"** shall mean any one of them;

"Grant" has the meaning ascribed to it in Clause 2.1, details of which are set out in Schedule 3;

"Grant Activities" means the grant activities approved by the Grantor set out in Schedule 3;

"Grant Amount" means the grant amount approved by the Grantor set out in Schedule 3;

"Final Reports" shall have the meaning ascribed to it in the Universal Grant Conditions;

"Funders" means the Wellcome Trust and the United Kingdom Foreign, Commonwealth and Development Office;

"Funding Period" means the funding period set out in Schedule 3;

"Programme" shall have the meaning ascribed to it in Recital (B);

"Proposal" shall have the meaning ascribed to it in Recital (C);

"SEA DREAM" shall have the meaning ascribed to it in Recital (A);

"SEAMEO Secretariat" shall have the meaning ascribed to it in Recital (A);

"Specific Grant Conditions" means the terms, conditions and undertakings set out in Schedule 5;

"Term" shall have the meaning ascribed to it in Clause 3.1;

"Universal Grant Conditions" means the terms, conditions and undertakings set out in Schedule 4; and

"USD" or **"US\$"** means the lawful currency of the United States of America.

1.2 All capitalised terms used in the Agreement (except for the Universal Grant Conditions) which have not been defined in Clause 1.1 above shall have the meaning ascribed to it in the Universal Grant Conditions.

1.3 In this Agreement and the Schedules, a reference to:

(a) **"this Agreement"** includes all amendments, additions, and variations thereto agreed between the Parties;

- (b) "**person**" shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning;
- (c) "**written**" and "**in writing**" include any means of visible reproduction;
- (d) "**Recitals**", "**Clauses**" and "**Schedules**" are to the recitals, clauses of, and the schedules to this Agreement (unless the context otherwise requires); and
- (e) "**Conditions**" are the conditions set out in the Universal Grant Conditions and Specific Grant Conditions (as the case may be).

1.4 Unless the context otherwise requires, words importing the singular shall include the plural and *vice versa* and words importing a specific gender shall include the other genders (male, female or neuter).

1.5 The Schedules form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement.

1.6 The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

2. THE GRANT

2.1 The Grantor has agreed to extend a grant to the Consortium in accordance with Schedule 3 (the "**Grant**"), subject to the terms set out in this Agreement.

2.2 In consideration for the Grant, the Consortium Lead shall and shall procure the Consortium to carry out the Grant Activities, which shall commence on or before the Commencement Date, unless otherwise agreed in writing by the Parties.

2.3 Unless otherwise agreed in writing by the Parties, the Grant shall only apply to Grant Activities that are conducted during the Funding Period and any or any part of the Grant Activities that is conducted outside of the Funding Period shall not be funded or reimbursed by the Grant.

3. TERM

3.1 This Agreement shall take effect from the Commencement Date and continue until the end of the Funding Period (the "**Term**"), unless otherwise extended or terminated in accordance with this Agreement.

3.2 All Grant Activities must be completed before the expiry of the Term.

3.3 The Parties may agree in writing to extend the Term for subsequent periods of up to six (6) months.

4. UNIVERSAL GRANT CONDITIONS

4.1 The Consortium Lead shall comply with the Universal Grant Conditions.

4.2 The Consortium Lead shall procure the Consortium Members and any applicable third parties to comply with the Universal Grant Conditions to the extent that the Universal Grant Conditions apply to the Consortium, the Consortium Members or any such third parties.

5. SPECIFIC GRANT CONDITIONS

5.1 The Consortium Lead shall comply with the Specific Grant Conditions.

5.2 The Consortium Lead shall procure the Consortium Members and any applicable third parties to comply with the Specific Grant Conditions to the extent that the Specific Grant Conditions apply to the Consortium, the Consortium Members or any such third parties.

6. REPRESENTATIONS AND WARRANTIES

6.1 As at the date of this Agreement and for so long as this Agreement is in existence, the Consortium Lead represents and warrants that:

- (a) it is duly incorporated or registered and validly existing under the laws of its jurisdiction of incorporation or registration (as the case may be) as set out in Schedule 1 with full power and authority to enter into this Agreement;
- (b) its entry into this Agreement does not, and will not conflict with, or result in a breach of (i) any of the terms of provisions of its constitutive documents; (ii) any agreement with or obligation to any third party; and (iii) any applicable laws, rules and regulations, policies or directive of any government, government body, regulatory authority or court which is binding on the Consortium Lead;
- (c) all information disclosed by it to the Grantor is true and accurate in all material aspects;
- (d) there are no pending actions, arbitrations, prosecutions, investigations, suits or proceedings (other than those which are both (i) frivolous or vexatious in nature and (ii) contested in good faith) against or affecting the Consortium Lead; and
- (e) it is not in liquidation and no steps have been taken nor have any legal proceedings been started by or threatened by any other person for (i) it to be adjudicated or found insolvent; (ii) its dissolution; or (iii) for the appointment of a liquidator (including a provisional liquidator), receiver, manager, trustee, judicial manager, administrator or similar officer of the Consortium Lead.

- 6.2 As at the date of this Agreement and for so long as this Agreement is in existence, the Consortium Lead represents and warrants that to the best of its knowledge:
- (a) the Consortium Members are duly incorporated or registered and validly existing under the laws of their respective jurisdictions of incorporation or registration (as the case may be) as set out in Schedule 2;
 - (b) all information disclosed in Schedule 2 is true and accurate in all material aspects;
 - (c) there are no pending actions, arbitrations, prosecutions, investigations, suits or proceedings (other than those which are both (i) frivolous or vexatious in nature and (ii) contested in good faith) against or affecting any Consortium Member; and
 - (d) none of the Consortium Members is in liquidation and no steps have been taken nor have any legal proceedings been started by or threatened by any other person for (i) any Consortium Member to be adjudicated or found insolvent; (ii) the dissolution of any Consortium Member; or (iii) for the appointment of a liquidator (including a provisional liquidator), receiver, manager, trustee, judicial manager, administrator or similar officer of any Consortium Member.
- 6.3 The Grantor represents and warrants that it has full power and authority to enter into this Agreement.

7. **BREACH AND TERMINATION**

Breach of terms and conditions of this Agreement

- 7.1 The Consortium Lead shall, and shall procure the Consortium Members to, comply with the terms and conditions of the Grant (which includes this Agreement and its Schedules, any document incorporated by reference in this Agreement and its Schedules, and any award letter issued in conjunction with the Grant).
- 7.2 The Consortium Lead agrees that in the event of a breach of any of the terms and conditions of the Grant (including those set out in this Agreement and its Schedules, in any document incorporated by reference in this Agreement and its Schedules, and in any award letter issued in conjunction with the Grant), the Grantor may take action against the Consortium (both at an individual or organisational level), including but not limited to those listed at <https://sea-dream.org/guidelines/before-you-apply/actions-non-compliance-sea-dreams-terms-and-conditions> (which is incorporated by reference in this Agreement).

Termination upon mutual agreement

- 7.3 The Agreement may be terminated upon the mutual agreement in writing by both Parties.

Grantor's right to terminate

- 7.4 Without prejudice to any other rights or remedies, the Grantor may, in its absolute discretion, terminate this Agreement by giving written notice to the Consortium Lead upon the occurrence of any of the following:
- (a) the Consortium Lead commits a breach of this Agreement or does not perform or comply with any one or more of its obligations under this Agreement, and if that default is capable of remedy, fails to rectify such default within 45 days of the occurrence of such default or of the notification by the Grantor to rectify, whichever is earlier;
 - (b) any member of the Consortium materially changes its constitutional objects or its scope of operations, or ceases or intends to cease to carry on its operations or disposes or threatens to dispose of the whole or any material part of its assets or business in a manner that would adversely affect its performance of the Grant Activities or of the obligations under this Agreement;
 - (c) any member of the Consortium becomes insolvent, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - (d) any meeting is convened or any petition or originating summons is presented or any order is made or any resolution is passed or any other procedure or proceedings is taken for the winding-up or dissolution of any member of the Consortium;
 - (e) any director or officer of any member of the Consortium is found to be liable for mismanagement, fraud or dishonesty-related offences by the Grantor, any court of law or governmental or regulatory authority;
 - (f) there has been a substantial change in the present executive or management personnel of the Consortium Lead named in the Proposal and:
 - (i) the Consortium Lead fails to propose a suitably qualified and experienced replacement within 30 days;
 - (ii) the Grantor does not approve the proposed replacement; or
 - (iii) in the Grantor's reasonable opinion, the substantial change in the executive or management of the Consortium Lead has or is likely to have a material adverse effect on the Grant Activities or achievement of the agreed outcomes;
 - (g) the Funders reduce their funding (in part or in full) provided to the Grantor in respect of SEA DREAM for any reason whatsoever.
- 7.5 The Grantor may in its absolute discretion waive its right to terminate this Agreement pursuant to Clauses 7.4(b), (c), (d) and (f) if the Consortium Lead identifies within 30 days a suitable replacement to the satisfaction of the Grantor of the relevant member of the Consortium or the

relevant personnel of the Consortium Lead (as the case may be) in order to ensure the continuation of the Grant Activities.

Consequences of termination

7.6 In the event of termination pursuant to Clause 7.4:

- (a) the Grantor shall no longer be under any obligation to transfer any unpaid Grant Amount to the Consortium Lead and the Grantor shall be released from any and all of its obligations under this Agreement;
- (b) the Consortium Lead shall resolve all outstanding obligations arising under or in connection with this Agreement;
- (c) the Grantor has the discretion to require the Consortium Lead to repay to the Grantor
 - (i) any unspent funds in respect of the Grant; and
 - (ii) any part of the Grant that has been disbursed to the Consortium Lead, and which the Grantor determines (in its absolute discretion) to have been misused, and the decision made by the Grantor shall be absolute and final; and
- (d) the Consortium Lead's obligation to prepare the Final Reports pursuant to the Universal Grant Conditions shall be accelerated and the Consortium Lead shall prepare and submit the Final Reports in a form prescribed by the Grantor within 60 days from the effective date of termination (or such other period as the Grantor may reasonably specify in writing).

General

7.7 Any provisions of the Agreement which expressly or by implication are intended to come into or continue in force on or after termination shall remain in full force and effect.

8. CONFIDENTIALITY

8.1 For the purposes of this Agreement, all Confidential Information shall be:

- (a) kept in strict confidence and in a secure manner by the Receiving Party. In doing so, the Receiving Party shall use the same degree of care to prevent and avoid unauthorised disclosure thereof, as it uses to prevent and avoid such unauthorised disclosure of its own Confidential Information of similar nature, provided always that the standard of care exercised shall not be less than a reasonable standard; and
- (b) used by the Receiving Party solely for the performance of this Agreement and shall only be disclosed to its respective employees, officers, directors, consultants, agents

and professional advisors (collectively, the "**Representatives**", and each a "**Representative**") on a need-to-know basis.

8.2 The Receiving Party shall not be liable for disclosure or use of Confidential Information to the extent such Confidential Information:

- (a) is or becomes available in the public domain without breach of this Agreement by the Receiving Party;
- (b) was already known to the Receiving Party at the time of disclosure, as evidenced by contemporaneous documents contained in its records;
- (c) is disclosed with the written approval of the Disclosing Party;
- (d) is developed independently by the Receiving Party as evidenced by documents contained in its records;
- (e) becomes known to the Receiving Party from a third party without any restriction to maintain such information in confidence; or
- (f) is required to be produced by the Receiving Party pursuant to a court order, applicable law or regulation, or lawful request from a government agency or authority.

8.3 For the purposes of this Clause:

- (a) "**Confidential Information**" means (a) materials produced by the Grantor, by the Consortium (whether individually or jointly), or by the Grantor and the Consortium jointly; and (b) any non-public data or information disclosed by the Disclosing Party to the Receiving Party for the purposes of this Agreement, whether written, oral, pictorial or in any other form tangible or intangible which may be identified by the Disclosing Party as proprietary, confidential or secret, and includes without limitation, all information which is clearly marked as confidential and all information which, by its nature, the Receiving Party knows or should reasonably know to be proprietary, confidential or secret. Without prejudice to the generality of the foregoing, Confidential Information shall include the existence of this Agreement and any arrangements and/or transactions contemplated thereunder.
- (b) "**Disclosing Party**" means the Grantor or any member of the Consortium; and
- (c) "**Receiving Party**" means (i) any member of the Consortium (in the case where the Disclosing Party refers to the Grantor), or (ii) the Grantor (in the case where the Disclosing Party refers to any member of the Consortium).

8.4 The obligation under this Clause survives termination or expiry of this Agreement.

9. VARIATION

9.1 The Grantor may amend any part of this Agreement (including the terms of the Grant, the Universal Grant Conditions, the Specific Grant Conditions, the funding policies, and any document incorporated by reference) at any time upon giving 30 days' notice in writing to the Consortium Lead.

9.2 The Grantor is deemed to have given the Consortium Lead notice in writing if it publishes any amendments to the Universal Grant Conditions and funding policies on its website at <https://sea-dream.org/>.

10. GENERAL

10.1 Relationship of Parties

Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency between the Parties. Neither Party has authority to bind the other in any way or to assume or create any obligation on the other Party's behalf, and no Party shall hold itself out as having such authority.

10.2 Waiver

No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver of them nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

10.3 Remedies

The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

10.4 Severability

If this Agreement or any part thereof is found to be illegal, invalid or unenforceable, that part will be severed and the illegality, invalidity or unenforceability shall not affect the untainted parts of this Agreement, which shall continue to be valid and enforceable.

10.5 Entire Agreement

This Agreement shall represent the entire agreement between the Parties and shall supersede any prior agreements between the Parties (whether written or oral).

10.6 Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing

any such counterpart and each counterpart shall be as valid and effectual as if executed as an original.

10.7 Communications

Each and every communication under this Agreement shall be made by electronic mail or otherwise in writing. Each communication or document to be delivered to either Party shall be sent to that Party at the email address or address and marked for the attention of the person (if any), from time to time designated by that Party for the purpose of this Agreement. The initial details for communications for the Consortium Lead are set out in Schedule 1 while those for the Grantor are set out below:

The Grantor

Email Address :

Address :

Attention :

10.8 Rights of Third Parties

Nothing in this Agreement is intended to grant to any third party any right to enforce any term of this Agreement or to confer on any third party any benefits under this Agreement.

11. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Thailand.

12. **DISPUTE RESOLUTION**

12.1 In the event of any dispute, difference or controversy between the Parties arising from or in connection with this Agreement (hereinafter referred to as "**Dispute**"), the Parties shall refer such matter to the relevant authorised representative of each Party. All Parties shall procure that its authorised representative negotiate in good faith with the other authorised representatives with a view to reaching a resolution of the matter within 90 days of such Dispute being referred to them. Upon the resolution of such Dispute in accordance with this Clause 12.1, the Parties shall be bound to give effect to the agreement reached between the respective authorised signatories of each Party in respect of such Dispute.

12.2 If any Dispute is not settled by the end of the 90-day period in accordance with Clause 12.1 above, then such Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall

consist of one (1) arbitrator and the language of the arbitration shall be conducted in the English language.

- 12.3 The parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Singapore International Mediation Centre ("**SIMC**"), in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

GRANTOR

SIGNED by)
SOUTHEAST ASIAN MINISTERS OF)
EDUCATION ORGANIZATION)
acting by its authorised signatory)
in the presence of)

Name:
Title: Director of the Southeast Asian
Ministers of Education Organization
Secretariat

Name of Witness:
Address:

CONSORTIUM LEAD

SIGNED by)
[•NAME OF CONSORTIUM LEAD])
acting by its authorised signatory)
in the presence of)

Name:
Title:

Name of Witness:
Address:

SCHEDULE 1

Consortium Lead

Details of Consortium Lead	
Name:	
Entity Registration Number:	
Registered Office Address:	
Legal Entity Type: <i>(tick where applicable)</i>	<input type="checkbox"/> Company
	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Others <i>(please specify)</i> :
Place of Incorporation / Registration:	
Organization Type <i>(tick where applicable)</i>	<input type="checkbox"/> Academic and Research Institution
	<input type="checkbox"/> Government and Public Sector Entity
	<input type="checkbox"/> Non-Governmental and Civil Society Organisation
	<input type="checkbox"/> Hospitals and health services providers
Contact Person (Principal Investigator) Details	
Name:	
Email Address:	
Address:	
Contact Number:	

SCHEDULE 2

Consortium Members

Consortium Member 1

Details of Consortium Member 1	
Name:	
Entity Registration Number:	
Registered Office Address:	
Legal Entity Type: <i>(tick where applicable)</i>	<input type="checkbox"/> Company
	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Others <i>(please specify)</i> :
Place of Incorporation / Registration:	
Organization Type <i>(tick where applicable)</i>	<input type="checkbox"/> Academic and Research Institution
	<input type="checkbox"/> Government and Public Sector Entity
	<input type="checkbox"/> Non-Governmental and Civil Society Organisation
	<input type="checkbox"/> Hospitals and health services providers
	<input type="checkbox"/> Private Sector (conducting research activities that are non-commercial in intent)
Contact Person (Co-Principal Investigator) Details	
Name:	
Email Address:	
Address:	
Contact Number:	

Consortium Member 2

Details of Consortium Member 2	
Name:	
Entity Registration Number:	
Registered Office Address:	
Legal Entity Type: <i>(tick where applicable)</i>	Company
	Partnership
	Others <i>(please specify)</i> :
Place of Incorporation / Registration:	
Organization Type <i>(tick where applicable)</i>	Academic and Research Institution
	Government and Public Sector Entity
	Non-Governmental and Civil Society Organisation
	Hospitals and health services providers
	Private Sector (conducting research activities that are non-commercial in intent)
Contact Person (Co-Principal Investigator) Details	
Name:	
Email Address:	
Address:	
Contact Number:	

Consortium Member 3

Details of Consortium Member 3	
Name:	
Entity Registration Number:	
Registered Office Address:	
Legal Entity Type: <i>(tick where applicable)</i>	Company
	Partnership
	Others <i>(please specify)</i> :
Place of Incorporation / Registration:	
Organization Type <i>(tick where applicable)</i>	Academic and Research Institution
	Government and Public Sector Entity
	Non-Governmental and Civil Society Organisation
	Hospitals and health services providers
	Private Sector (conducting research activities that are non-commercial in intent)
Contact Person (Co-Principal Investigator) Details	
Name:	
Email Address:	
Address:	
Contact Number:	

Consortium Member 4

Details of Consortium Member 4	
Name:	
Entity Registration Number:	
Registered Office Address:	
Legal Entity Type: <i>(tick where applicable)</i>	Company
	Partnership
	Others <i>(please specify)</i> :
Place of Incorporation / Registration:	
Organization Type <i>(tick where applicable)</i>	Academic and Research Institution
	Government and Public Sector Entity
	Non-Governmental and Civil Society Organisation
	Hospitals and health services providers
	Private Sector (conducting research activities that are non-commercial in intent)
Contact Person (Co-Principal Investigator) Details	
Name:	
Email Address:	
Address:	
Contact Number:	

SCHEDULE 3

The Grant

1. Terms of the Grant

Proposal Reference Number:	[●number]
Grant Reference Number:	[●number]
Grant Amount:	(in numbers and words) Up to USD ¹ [●] ²
Funding Period:	A period of [●] ³ months commencing from [●date / the Commencement Date]

2. Grant Activities

The Consortium shall use the Grant in respect of the Grant Activities as set out in the Proposal.

3. Payment of the Grant

3.1 All payments pursuant to the Grant shall be made in accordance with Condition 8 of the Universal Grant Conditions.

3.2 An indicative payment schedule commencing on 1 January 2027 is set out in the table below for illustrative purposes only.

Quarter	Last day of quarter	Due date for request for funds	Estimated payment date	Payment Amount
1	31 Mar 2027	20 Apr 2027	31 May 2027	Up to USD [●]
2	30 Jun 2027	20 Jul 2027	31 Aug 2027	Up to USD [●]
3	30 Sep 2027	20 Oct 2027	30 Nov 2027	Up to USD [●]
4	31 Dec 2027	20 Jan 2028	29 Feb 2028	Up to USD [●]
5	31 Mar 2028	20 Apr 2028	31 May 2028	Up to USD [●]
6	30 Jun 2028	20 Jul 2028	31 Aug 2028	Up to USD [●]
7	30 Sep 2028	20 Oct 2028	30 Nov 2028	Up to USD [●]
8	31 Dec 2028	20 Jan 2029	28 Feb 2029	Up to USD [●]
9	31 Mar 2029	20 Apr 2029	31 May 2029	Up to USD [●]
10	30 Jun 2029	20 Jul 2029	31 Aug 2029	Up to USD [●]
11	30 Sep 2029	20 Oct 2029	30 Nov 2029	Up to USD [●]
12	31 Dec 2029	20 Jan 2030	28 Feb 2030	Up to USD [●]

¹ Note to draft: The Scheme Sheet recommends that all awards be paid in USD. If a Consortium Lead is unable to receive funds in USD, they should contact SEA DREAM at grants@sea-dream.org before submitting its preliminary application.

² Note to draft: The Scheme Sheet recommends that each award range between USD [xxx] and USD [xxx].

³ Note to draft: The Scheme Sheet recommends a funding duration ranging between 48 to 60 months.

13	31 Mar 2030	20 Apr 2030	31 May 2030	Up to USD [●]
14	30 Jun 2030	20 Jul 2030	31 Aug 2030	Up to USD [●]
15	30 Sep 2030	20 Oct 2030	30 Nov 2030	Up to USD [●]
16	31 Dec 2030	20 Jan 2031	28 Feb 2031	Up to USD [●]
17	31 Mar 2031	20 Apr 2031	31 May 2031	Up to USD [●]
18	30 Jun 2031	20 Jul 2031	31 Aug 2031	Up to USD [●]
19	30 Sep 2031	20 Oct 2031	30 Nov 2031	Up to USD [●]*
20	31 Dec 2031	20 Jan 2032	28 Feb 2032	Up to USD [●]*

**These payments (or part thereof) may be withheld by the Grantor pursuant to Condition 8.5 of the Universal Grant Conditions. The Grantee is advised to make the necessary arrangements in order to manage its cash flow.*

4. Grant Reporting Schedule

4.1 Further to Condition 8.2 of the Universal Grant Conditions, an illustrative schedule is set out below for the submission of the Reports.

Due Date	Quarterly Financial Report	Quarterly Progress Report	Annual Progress Report	Mid-term Progress Report	Final Financial and Progress Report
20 April 2027	✓	✓			
20 July 2027	✓	✓			
20 October 2027	✓	✓			
20 January 2028	✓				
15 February 2028			✓		
20 April 2028	✓	✓			
20 July 2028	✓	✓			
20 October 2028	✓	✓			
20 January 2029	✓				
15 February 2029				✓	
20 April 2029	✓	✓			
20 July 2029	✓	✓			
20 October 2029	✓	✓			
20 January 2030	✓				
15 February 2030			✓		
20 April 2030	✓	✓			
20 July 2030	✓	✓			
20 October 2030	✓	✓			
20 January 2031	✓				
15 February 2031			✓		
20 April 2031	✓	✓			

20 July 2031	✓	✓			
20 October 2031	✓	✓			
60 days after the end of the Grant Activities					✓

SCHEDULE 4

Universal Grant Conditions

1. General

1.1 This document sets out the terms, conditions and undertakings which the Consortium shall comply with in respect of the awards granted by the Grantor under SEA DREAM (the "**Universal Grant Conditions**").

1.2 In the event of any conflict or inconsistency between the provisions in this Agreement, the documents will control in the following order of precedence (from higher to lower) to the extent of such conflict or inconsistency:

- (a) the Specified Grant Conditions;
- (b) this Agreement (excluding the Universal Grant Conditions set out in this Schedule 4 and the Specific Grant Conditions set out in Schedule 5); and
- (c) the Universal Grant Conditions.

For the purposes of this Condition, a "conflict or inconsistency" shall be deemed to arise only where compliance with one provision would necessarily result in a breach of, or make it impossible to comply with, another provision, and shall not be deemed to arise merely because one provision is more specific or detailed than another

2. Consortium Structure and Composition

2.1 Each Consortium shall comprise (a) the Consortium Lead, and (b) at least two (2) Consortium Members.

2.2 Consortium Lead

- (a) The Consortium Lead shall be a legal entity that is incorporated or registered in an ASEAN Member State.
- (b) The Consortium Lead shall be:
 - (i) An Academic or Research Institution;
 - (ii) A Government or Public Sector Entity; or
 - (iii) A Non-Governmental or Civil Society Organisation.

The Grantor shall have the absolute discretion to accept any Consortium Leads which do not fall into any of the above categories.

- (c) The types of eligible organisations for the purposes of sub-paragraph (b) above include:
 - (i) Academic and Research Institutions, such as:
 - (A) Public or private universities;
 - (B) Public research institutes;
 - (C) University-affiliated research centres;
 - (D) Independent not-for-profit research organisations;
 - (E) Research centres embedded in hospitals or medical schools; and
 - (F) National academies of science or medicine;
 - (ii) Government and Public Sector Entities, such as:
 - (A) Public health institutions;
 - (B) National public laboratories; and
 - (C) Regional and local government agencies involved in research; and
 - (iii) Non-Governmental and Civil Society Organisations, such as:
 - (A) International and local non-governmental organisations (NGOs);
 - (B) Community-based organisations (CBOs); and
 - (C) Health and development networks or alliances.

2.3 Consortium Members

- (a) The Consortium shall include at least two (2) Consortium Members which are legal entities incorporated or registered in ASEAN Member States.
- (b) If the Consortium Lead is not incorporated or registered in an ASEAN Lower-Middle-Income Member State, at least one (1) Consortium Member must be a legal entity that is incorporated or registered and that is operating in an ASEAN Lower-Middle-Income Member State
- (c) Provided that Conditions 2.3(a) and (b) are satisfied, the Consortium may include Consortium Members that are incorporated or registered in a non-ASEAN Member State.
- (d) All Consortium Members shall be:

- (i) Public or private universities;
 - (ii) Not-for-profit organisations; or
 - (iii) Commercial organisations, involved within not-for-profit divisions or clearly marked as not-for-profit generating activities.
- (e) The types of eligible organisations for the purposes of sub-paragraph (d) above include:
- (i) Academic and Research Institutions, such as:
 - (A) Public or private universities;
 - (B) Public research institutes;
 - (C) University-affiliated research centres;
 - (D) Independent not-for-profit research organisations;
 - (E) Research centres embedded in hospitals or medical schools; and
 - (F) National academies of science or medicine;
 - (ii) Government and Public Sector Entities, such as:
 - (A) Public health institutions;
 - (B) National public laboratories; and
 - (C) Regional and local government agencies involved in research;
 - (iii) Non-Governmental and Civil Society Organisations, such as:
 - (A) International and local non-governmental organisations (NGOs);
 - (B) Community-based organisations (CBOs); and
 - (C) Health and development networks or alliances;
 - (iv) Hospitals and Health Service Providers, such as private or public hospitals and medical centres conducting research; and
 - (v) Private Sector (conducting research activities that are non-commercial in intent), such as:
 - (A) Commercial organisations (e.g. pharmaceutical, biotech, or health tech firms working under grant-funded models); and

(B) Social enterprises.

3. Roles and Responsibilities of the Consortium Lead

The Consortium Lead shall:

- (a) shall enter into separate written agreements with each Consortium Member, structured on a hub-and-spoke basis with the Consortium Lead at the hub (the "**Consortium Agreements**"), which shall:
 - (i) be on terms consistent with, and no less onerous than, the relevant obligations of the Consortium Lead under the Agreement;
 - (ii) include appropriate flow-down provisions to ensure compliance with the Agreement;
 - (iii) permit the Consortium Lead to enforce the Consortium Members' obligations and to provide the Grantor (and its auditors and representatives) with audit and access rights equivalent to those set out in the Agreement; and
 - (iv) prohibit amendments which would place the Consortium Lead in breach of the Agreement or reduce the protections afforded to the Grantor under the Agreement.
- (b) provide the Grantor, on request, with copies of executed Consortium Agreements and shall ensure that no Consortium Agreement is entered into, amended or terminated in a manner that would conflict with the Agreement. Any act or omission of a Consortium Member shall be deemed to be the act or omission of the Consortium Lead for the purposes of the Agreement.
- (c) be solely responsible to the Grantor for the performance of all obligations in respect of the Grant and shall not be relieved of any obligation or liability by reason of any arrangements or Consortium Agreement entered into with the Consortium Members.
- (d) appoint an employee from its organisation to lead the Consortium with overall leadership of the Consortium and management of the Grant (the "**Principal Investigator**"). The Consortium Lead shall appoint a second employee from its organisation to support the Principal Investigator (the "**Deputy Principal Investigator**"). The Principal Investigator's responsibilities shall include (i) the management and integrity of the design, conduct, and reporting of the Grant Activities, and for managing, monitoring, and ensuring the integrity of any collaborative relationships; and (ii) the direction and oversight of compliance, financial, personnel, and other related aspects of the Grant Activities;
- (e) inform the Grantor if there are any changes to the appointed Principal Investigator, Deputy Principal Investigator, and Co-Principal Investigators;

- (f) lead and coordinate the Consortium and shall be responsible for coordinating all member relationships within the Consortium;
- (g) provide operational oversight and manage risks associated with the Consortium's activities;
- (h) manage the Consortium's overall budget, including financial reporting and disbursement of funds to members of the Consortium;
- (i) leading all reporting and communication obligations in relation to the Consortium (including those in relation to monitoring, evaluation and learning); and
- (j) submit the application for the Grant to the Grantor on behalf of the Consortium.

4. Roles and Responsibilities of the Consortium Members

Each of the Consortium Members shall, and the Consortium Lead shall procure each of the Consortium Members to:

- (a) appoint an employee from its organisation to represent such Consortium Member (the "**Co-Principal Investigator**"). The Co-Principal Investigator's responsibilities shall include (i) the administrative, financial, and scientific management of such Consortium Member's contribution to the Grant Activities; and (ii) working in partnership with the Principal Investigator and the Deputy Principal Investigator, contributing specific expertise, resources, and capabilities that complement the overall objectives of the Consortium;
- (b) support the Co-Principal Investigators in completing the Grant Activities in connection with the Consortium;
- (c) meet all technical, reporting, and compliance requirements set out in the Consortium Agreements;
- (d) contribute specific expertise, resources, or capabilities to advance the overall objectives of the Consortium, which may include leading a research strand or participating in training, development, or research ecosystem-strengthening activities;
- (e) participate actively in the design of the Grant Activities and preparation of the Grant application; and
- (f) work closely with the Consortium Lead to ensure successful delivery of the Grant Activities.

5. Compliance with laws

- 5.1 The Consortium shall ensure that all Grant Activities are carried out at all times in compliance with all Applicable Laws including but not limited to those relating to health and safety, data

protection, modern slavery, safeguarding, bribery, tax evasion and relevant financial sanctions laws.

5.2 The Consortium shall obtain and maintain the necessary licences and approvals required for the Grant Activities at all times during the Funding Period.

5.3 The Consortium shall ensure that all Grant Activities are carried out at all times in compliance with the SEA DREAM policies as amended from time to time and which are available at <https://sea-dream.org/>, which are incorporated by reference in these Universal Grant Conditions. The list of SEA DREAM policies shall initially include the following, which may be amended from time to time:

- (a) Bullying, harassment, abuse and harm policy;
- (b) Clinical trials policy;
- (c) Conflicts of interest policy;
- (d) Consent and revenue and equity sharing policy;
- (e) Continuing professional development policy;
- (f) Data, software and materials management and sharing policy;
- (g) Environmental sustainability funding policy;
- (h) Equity, diversity and inclusion policy;
- (i) Intellectual property policy;
- (j) Open access policy;
- (k) Overheads policy;
- (l) Research involving human participants policy;
- (m) Research misconduct policy;
- (n) Researchers funded by the tobacco industry policy;
- (o) Responsible conduct of research policy;
- (p) Use of animals in research policy; and
- (q) Use of Generative Artificial Intelligence policy.

5.4 The Consortium shall and shall procure that all its employees, contractors and agents shall conduct the Grant Activities in accordance with the SEA DREAM policies as set out in Condition 5.3 above.

6. Due Diligence

6.1 The initial award of the Grant is subject to the results of a due diligence exercise conducted on the Consortium being satisfactory to the Grantor in its absolute discretion in respect of the Consortium's policies, processes, eligibility, financial management capacity, partnership practice, competence, and ability to manage awarded funds with accountability and reputational and fiduciary risks. The Consortium Lead shall provide timely access to relevant information, records and personnel as reasonably required to facilitate any due diligence exercise.

6.2 The Grantor may at any time during the Funding Period conduct additional due diligence in its absolute discretion.

6.3 The Consortium Lead shall be responsible for conducting similar due diligence on all Consortium Members to a standard that is at least equivalent to the due diligence conducted by the Grantor on the Consortium Lead in connection with the Grant. The Consortium Lead shall conduct such similar due diligence on all Consortium Members within six (6) months of signing this Agreement to the Grantor's satisfaction and refreshed as appropriate throughout the Funding Period. The Consortium Lead shall maintain complete and accurate records of the due diligence undertaken on the Consortium Members and, upon the Grantor's request, shall promptly provide reasonable evidence of the scope, findings and outcomes of any due diligence conducted on the Consortium Members, including any risk assessments and mitigation measures. The Consortium Lead remains responsible for the performance of the Consortium and shall ensure that appropriate contractual obligations under the Agreement are contained in the Consortium Agreements.

7. Grant Management

7.1 The Consortium Lead shall open or maintain a USD bank account in its name (unless otherwise specified in the Agreement) with a bank that is acceptable to the Grantor and promptly inform the Grantor of any changes to the bank account details during the Funding Period. All payments pursuant to the Grant shall be made in USD. If the Consortium Lead is unable to receive payments in USD for any reason, the Consortium Lead shall be solely responsible for, and shall bear, all costs, bank charges, intermediary/correspondent bank fees, foreign exchange or currency conversion fees, spreads, commissions, taxes, and any other charges or deductions of whatever nature incurred in connection with the receipt of the payment in a currency other than USD. The Grantor's obligation is limited to the USD amount due, and any shortfall resulting from currency conversion, fees, charges or exchange rate movements shall be for the account of the Consortium Lead, and no gross-up or additional amount shall be payable by the Grantor.

7.2 The Consortium shall commence work on the Grant Activities set out in the Proposal as soon as possible and in any event within six (6) months of the date of the Agreement, unless otherwise stated in Schedule 3.

- 7.3 The Consortium Lead must ensure that (a) the Grant is used only for the Grant Activities; and (b) the Grant Activities are supported by adequate and appropriate resources and facilities throughout the Funding Period.
- 7.4 The Consortium shall account for all income and expenditure related to the Grant separately.
- 7.5 The Consortium Lead shall inform the Grantor immediately if it is aware of or anticipates a significant change to the scope or management of the Grant Activities, or if there are any factors that may adversely affect the Grant Activities or compliance with the Agreement, including:
- (a) suspicion of or actual fraud, corruption, breach of relevant financial sanctions laws or financial impropriety;
 - (b) the suspension from duty or dismissal due to research misconduct, bullying, harassment, abuse or harm of any employee or contractor of any member of the Consortium; and/or
 - (c) any adverse clinical effect involving human participants.
- 7.6 Reports on commercialisation of research
- (a) If the Grant Activities include research that has been or will be commercialised, the Consortium Lead shall send [periodic/annual] reports until the Grantor-funded IP has expired to identify the items of research that have been or will be commercialised, in accordance with the relevant SEA DREAM policies under Condition 5.3. The obligation under this Condition survives termination or expiry of the Agreement.
 - (b) If the Grant Activities do not include research that has been or will be commercialised, the Consortium Lead shall also be required to send [periodic/annual] nil reports to confirm that no research has been commercialised, save that the Consortium Lead shall not be required to send such nil reports after the end of the Funding Period.
- 7.7 At the end of the Funding Period, the Consortium Lead shall pay to the Grantor:
- (a) any part of the Grant that has not been spent or used when the Grant Activities are completed; and
 - (b) any part of the Grant used in breach of the Agreement.
- 7.8 The Consortium shall be responsible for:
- (a) any expenditure on the Grant Activities which exceeds the amount of the Grant;
 - (b) any costs arising from any organisational restructuring carried out by the Consortium which affects the Grant Activities; and
 - (c) any expenditure incurred on the Grant Activities outside of the Funding Period.

7.9 The Grantor shall have the right to recover any part or all of the Grant Amount paid to the Consortium if there is reasonable suspicion of misuse, fraud, bribery, corruption, or safeguarding incidents.

8. Grant Payment

8.1 During the Funding Period, payments pursuant to the Grant shall be made to the Consortium Lead on a quarterly basis in arrear in accordance with this Condition 8.

8.2 Subject to the Agreement, the Consortium Lead shall prepare and submit quarterly financial and progress reports in respect of the Consortium's use of the Grant and progress of the Grant Activities during the Funding Period in a prescribed reporting template provided by the Grantor (the "**Financial Reports**" and "**Progress Reports**" respectively, and collectively, the "**Reports**"), with more comprehensive Reports to be prepared and submitted:

- (a) on an annual basis;
- (b) at the mid-point of the Funding Period; and
- (c) 60 days after the end of the Grant Activities (the "**Final Reports**").

The Grantor may request for additional Reports to be submitted during the course of the Funding Period.

8.3 Upon the Grantor's timely and satisfactory receipt of:

- (a) a request for funds summarising the total funding requested in respect of the relevant quarter;
- (b) the Reports; and
- (c) responses to any further enquiries made by the Grantor,

the Grantor shall disburse the amount properly due and payable for the relevant quarter by the last day of the second calendar month of the quarter immediately following the relevant quarter.

8.4 Notwithstanding Condition 8.1, the Consortium Lead may request for payments in advance instead of in arrear in respect of a relevant quarter upon the submission of a notice in writing to the Grantor. The Grantor may request for additional supporting documents in respect of the request. Payments in advance are subject to the absolute discretion of the Grantor and will reduce the Grant Amount allocated for future disbursements.

8.5 Retention and release of final payment(s):

- (a) The Grantor shall be entitled to withhold and retain an amount equal to ten per cent (10%) of the total Grant Amount (the "**Retained Amount**").

- (b) The Retained Amount shall not fall due for payment unless and until the Grantor is satisfied, acting reasonably, that the Grantee has fully and properly performed and satisfied all obligations under the Agreement, including without limitation completion and delivery of the Final Reports, information and evidence required under the Agreement, and remedy of any identified non-compliance (the "**Release Conditions**"). The Grantee shall promptly provide such information and evidence as the Grantor may reasonably request to verify satisfaction of the Release Conditions.
- (c) Subject to the Release Conditions being satisfied, the Grantor shall pay the Retained Amount within 30 days after written confirmation by the Grantor that the Release Conditions have been met. If, at the time the Release Conditions would otherwise be satisfied, any breach, deficiency, dispute or audit query remains outstanding, the Grantor may continue to withhold payment of the Retained Amount (in whole or in part) until such matter is resolved to the Grantor's reasonable satisfaction.
- (d) Without prejudice to any other rights or remedies, the Grantor may set off against, or deduct from, the Retained Amount any sums that are due and payable to the Grantor by the Grantee under the Agreement, including any amounts determined to be ineligible expenditure and/or repayable Grant. If the Release Conditions have not been satisfied by the date falling six (6) months after expiry or earlier termination of the Agreement, the Grantor may, in its discretion, cancel all or any unpaid portion of the Retained Amount, and the Grant Amount shall be reduced accordingly.
- (e) The withholding of the Retained Amount shall not relieve the Grantee of any obligation under the Agreement (including of Condition 8.2 above) and shall not constitute a waiver of any breach.

9. Audit and Financial Administration

- 9.1 The Consortium shall ensure that appropriate policies and procedures, and audit and control arrangements, including those for monitoring and preventing fraud, tax evasion, bribery, breach of relevant financial sanctions laws, or any other improper practices are in place, and that the Grant expenditure is controlled in accordance with these arrangements. The Consortium Lead shall ensure that the Consortium has staff and employees that are sufficiently trained on such policies and procedures, and audit and control arrangements.
- 9.2 The Grantor may, at any time during the Funding Period, appoint an independent third party (the "**Auditor**") at its own cost to conduct an audit in respect of the Grant and the Grant Activities including but not limited to auditing the relevant accounts, records, systems, facilities, data and reports. The Consortium shall provide the Grantor access to such accounts, records, systems, facilities, data and reports and provide information as is necessary to conduct an audit of the use of the Grant and the Grant Activities.
- 9.3 The Grantor shall have the right to request to view any audit reports or related documents in respect of audits conducted on the Consortium.

- 9.4 The Consortium shall give reasonable assistance to the Grantor in complying with the Grantor's legal requirements relating to accounts, audit or examination of accounts, annual reports and annual returns.
- 9.5 The Consortium shall keep and maintain all invoices, receipts, accounts and other relevant documents relating to the Grant for at least three (3) years after the end of the Funding Period, which shall be provided to the Grantor upon request. The record-keeping obligation under this Condition is in addition to and does not affect or replace any other record-keeping obligations which the Consortium is subject to under any applicable law, regulation or contractual obligation.
- 9.6 The Grantor may, on giving 30 days written notice to the Consortium, conduct visits to the offices or premises occupied by the Consortium to assess the Consortium's compliance with the Agreement and review the conduct of the Grant Activities.
- 9.7 The Consortium Lead shall ensure that it is able to audit the Consortium Members in such a way that the Consortium Lead is able to comply with its obligations to the Grantor.
- 9.8 The Consortium shall maintain an audit rating that is above "unsatisfactory", "adverse" or its equivalent, as determined by reference to the rating scale or assessment framework applied by the Auditor.
10. Equipment and assets
- 10.1 Any equipment or asset funded by the Grant shall be:
- (a) purchased in accordance with the Consortium's procurement procedures which shall be designed to achieve value for money and support the environmental sustainability of the Grant Activities;
 - (b) primarily used for the Grant Activities; and
 - (c) be maintained in good working order and adequately insured for all appropriate or relevant risks.
- 10.2 Any asset that is purchased for USD 100,000 or more shall be subject to the following:
- (a) Legal and beneficial title to the asset shall vest upon acquisition in a member of the Consortium determined the Consortium Lead and shall remain within the Consortium. The asset shall be held by such member of the Consortium for the purposes of the Grant Activities and may not be used for any other purpose without the Grantor's prior written consent.
 - (b) The Consortium Lead shall implement and maintain an adequate system of internal control over the asset, including the immediate tagging or marking of the asset as grant-funded, the creation and maintenance of a fixed asset register, and periodic physical verification. The Consortium Lead shall keep complete and accurate procurement and asset records, including contracts, delivery and installation records, warranties,

maintenance logs and insurance details. Such records shall be retained for at least three (3) years after the end of the Funding Period, or longer if required by law or by the Grantor's written instructions.

- (c) The Consortium Lead shall keep the asset at the location notified to the Grantor in the asset register and shall not relocate it outside the jurisdiction or to any site not under the Consortium's control without the Grantor's prior written consent. The Consortium Lead shall ensure that the Equipment is used by appropriately trained personnel, and shall implement reasonable and proportionate measures to prevent loss, theft, damage, or misuse. The Consortium Lead shall notify the Grantor in writing without undue delay of any loss, theft, material damage, or suspected fraud in relation to the asset and shall provide reasonable cooperation in any investigation or claim process.
- (d) At the end of the Funding Period, the Consortium Lead shall, if requested by the Grantor, provide a final inventory of the asset. The Grantor may direct the Grantee to retain, transfer, or dispose of the asset, and may impose conditions including repayment or application of proceeds. Title to the asset shall transfer to the Grantor or its nominee if the Grantor so directs in writing, and the Consortium Lead shall execute all documents and take all steps reasonably required to give effect to such direction.

10.3 The Consortium may sell, lease out or otherwise dispose of equipment without prior consent from the Grantor where any gain or income generated from the disposal is USD 100,000 or less.

10.4 Any gain or income generated from the sale, lease or disposal of equipment:

- (a) during the Grant Period shall be added back into the Grant budget and reflected in the quarterly Financial Report; and
- (b) after the Grant Period shall be applied towards benefitting programmes that are in furtherance of SEA DREAM's purposes.

11. Publication and Publicity

11.1 Any output from the Grant Activities must be published or otherwise disseminated in an appropriate form, although publication or release of findings funded by the Grant may be delayed for a reasonable period to allow for protection and commercialisation of intellectual property in accordance with the relevant SEA DREAM policies under Condition 5.3 and Condition 12 below.

11.2 All publications relating to the Grant must acknowledge the Grantor and the Funders, in accordance with the relevant SEA DREAM policies under Condition 5.3.

11.3 All original published research supported in whole or in part by the Grant must be made available in line with the relevant SEA DREAM policies under Condition 5.3.

- 11.4 Websites, presentations, paperwork or promotional material using outputs from the Grant Activities must acknowledge the Grantor and the Funders, in accordance with the relevant SEA DREAM policies under Condition 5.3.
- 11.5 The Grantor must be consulted at least 14 days before the release of any press statement relating to the Grant.
- 11.6 The Consortium Lead must notify the Grantor immediately if it becomes aware of anything related to the Grant that may have an adverse reputational impact on the Consortium, the Grantor or the Funders.
12. Intellectual Property
- 12.1 The Consortium must follow reasonable procedures for the identification, protection, management and commercialisation of Grantor-funded IP in line with the relevant SEA DREAM policies under Condition 5.3, particularly where the Grant Activities involve collaboration with, or the contribution(s) of, third parties. The Consortium Lead must also ensure (subject to Condition 12.2) that all such Grantor-funded IP is assigned to a member of the Consortium in accordance with the applicable laws.
- 12.2 The Consortium may allow any third party who provides access to proprietary materials (including background Intellectual Property) essential to the conduct of the Grant Activities and which cannot reasonably be obtained from another source to own, co-own or have rights to use the specific Grantor-funded IP arising directly from the use of such materials to the extent reasonably proportionate to such third party's contribution, provided that such third party undertakes all actions necessary to comply with all applicable laws and legal requirement to give effect to such rights. Such third party shall not unreasonably restrict or delay the publication of the outcomes of the Grant (as required by Condition 11), and allow the commercialisation of Grantor-funded IP in line with the relevant SEA DREAM policies under Condition 5.3.
- 12.3 When commercialising Grantor-funded IP, the Consortium must deliver public benefit, prioritise equitable access and avoid excessive private benefits. The commercialisation of Grantor-funded IP is subject to the Grantor's written consent (which shall not be unreasonably withheld) and the relevant SEA DREAM policies under Condition 5.3.
- 12.4 If the Consortium does not protect, manage or commercialise any Grantor-funded IP to the Grantor's reasonable satisfaction, then the Grantor and/or the Funders shall have the right (but not the obligation) by giving the Consortium six (6) months' written notice to protect, manage and commercialise the Grantor-funded IP on the Consortium's behalf. The Grantor and/or the Funders may exercise this right sooner where the Grantor and/or the Funders reasonably consider that the opportunity to protect, manage or commercialise the Grantor-funded IP for the public benefit could be lost if more immediate action is not taken. The Consortium agrees to do, and will ensure that the Consortium and any relevant third parties do, all acts required to assist the Grantor and/or the Funders in such protection, management and commercialisation.
- 12.5 The Consortium shall obtain the Grantor's prior written approval before using any third party not wholly owned or controlled by any person in the Consortium to carry out the Consortium's obligations under this Condition 12.

13. Data Protection

The Consortium shall take all necessary steps to ensure that, in handling any data, particularly personal data, they operate and comply with all applicable laws, including without limitation Thai Personal Data Protection Act B.E. 2562 (as amended), as well as relevant regulations and regulatory requirements relating to data protection, privacy or similar laws in all applicable jurisdictions in respect of the Grant Activities.

14. Limitation of liability

The Grantor shall not be liable to the Consortium for any financial or other liability incurred by any person in the Consortium (individually or collectively) or any third party involved with the Consortium as a result of the Grant Activities; or special, indirect or consequential loss or damage of any kind, howsoever arising under the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise.

15. Variation

The Grantor may amend the Universal Grant Conditions (including the SEA DREAM policies incorporated by reference pursuant to Condition 5.3 at any time by publishing the amendments on its website set out at Condition 5.3. The Consortium Lead shall and shall procure the Consortium Members to comply with the amended Universal Grant Conditions within six (6) months from the date that the amendments are published.

16. Assignment

The Consortium Lead shall not assign or novate in part or in whole the Agreement to any third party without the prior written approval of the Grantor. If the Consortium Lead is no longer able to perform its obligations under the Agreement, it shall prepare a succession plan and propose a suitably qualified and solvent entity to carry out all obligations under the Agreement. Replacement of the Consortium Lead is conditional upon execution of a novation or assignment of the Agreement in form and substance reasonably satisfactory to the Grantor, with effect from a date specified by the Grantor.

17. Governing Law

The Universal Grant Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Thailand.

18. Definitions

18.1 "**Agreement**" means the agreement issued by the Grantor to the Consortium Lead confirming the award of the Grant and giving details of the Grant Activities, including these Universal Grant Conditions.

18.2 "**Applicable Laws**" means, with respect to any person, any and all applicable treaties, legislation, laws, regulations, codes, rules or rulings, orders or any form of decisions issued by,

or requirements of, governmental, statutory, regulatory, supervisory or any court or tribunal with competent jurisdiction, whether in the jurisdiction in which the person is incorporated or in which the Grant Activities are carried out, or elsewhere, as amended or modified from time to time, and to which such person is legally bound.

- 18.3 **"ASEAN Member State"** means Brunei, Cambodia, Indonesia, Lao PDR, Malaysia, Myanmar, Philippines, Singapore, Thailand, Timor-Leste, and Vietnam.
- 18.4 **"ASEAN Lower-Middle-Income Member State"** means Cambodia, Lao PDR, Myanmar, Philippines, Timor-Leste, and Vietnam based on the World Bank Group income classifications for financial year 2026.
- 18.5 **"Co-Principal Investigator"** has the meaning ascribed to it at Condition 4(a).
- 18.6 **"Consortium"** means the Consortium Lead and the Consortium Members collectively.
- 18.7 **"Consortium Agreements"** has the meaning ascribed to it at Condition 3(a).
- 18.8 **"Consortium Lead"** means the entity leading the Grant application, which shall satisfy the eligibility conditions set out in Condition 2.2.
- 18.9 **"Consortium Member"** means the entity(ies) making the Grant application in conjunction with the Consortium Lead, which shall satisfy the eligibility conditions set out in Condition 2.3.
- 18.10 **"Deputy Principal Investigator"** has the meaning ascribed to it at Condition 3(d).
- 18.11 **"Final Reports"** has the meaning ascribed to it at Condition 8.2.
- 18.12 **"Financial Reports"** has the meaning ascribed to it at Condition 8.2.
- 18.13 **"Funding Period"** means the approved period of the Grant set out in the Agreement.
- 18.14 **"Grant"** means the grant described in the Agreement.
- 18.15 **"Grant Activities"** means the activities outlined in the Grant application to be funded by the Grant, and after the Grant is approved, as approved and described in the Agreement.
- 18.16 **"Grantor"** means the Southeast Asian Ministers of Education Organization, a regional intergovernmental organization established by the SEAMEO Charter and having its headquarters at Mom Luang Pin Malakul Centenary Bldg, 920 Sukhumvit Road, Bangkok 10110, Thailand.
- 18.17 **"Grantor-funded IP"** means Intellectual Property that is, or has been, created, exemplified or developed (whether in whole or in part) from the Grant Activities. Unless specified otherwise in the Agreement, "Grantor-funded IP" does not include the copyright in articles, scientific papers, lectures or audio or visual aids to the giving of lectures or teaching.

- 18.18 "**Intellectual Property Rights**" mean patents, trade marks, service marks, logos, get-up, trade and business names and all associated goodwill, rights to sue for passing off or for unfair competition, internet domain names, copyright (including rights in computer software and source codes) and related rights, moral rights, database rights, utility models, rights in designs, rights in get-up, rights in inventions, rights in Know-how, trade secrets, confidential information, and any other intellectual property rights, in each case whether registered, registrable or unregistered, and all rights or forms of protection having equivalent or similar effect, subsisting now or in the future, anywhere in the world, including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection for their full term which subsist or will subsist now or in the future in any part of the world and "**Intellectual Property**" or "**IP**" shall have the corresponding meaning. "**Know-how**" includes but is not limited to any methods, techniques, processes, discoveries, inventions, innovations, improvements, developments, expertise, unpatentable processes, technical information, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information.
- 18.19 "**Principal Investigator**" has the meaning ascribed to it at Condition 3(d).
- 18.20 "**Progress Reports**" has the meaning ascribed to it at Condition 8.2.
- 18.21 "**Release Conditions**" has the meaning ascribed to it at Condition 8.5.
- 18.22 "**Reports**" has the meaning ascribed to it at Condition 8.2.
- 18.23 "**Retained Amount**" has the meaning ascribed to it at Condition 8.5.
- 18.24 "**Wellcome**" means the Wellcome Trust (a charity registered in England with number 210183), acting through its trustee, The Wellcome Trust Limited (a company registered in England with number 2711000).

SCHEDULE 5

Specific Grant Conditions

1. Disbursement of Funds
2. Additional Award Conditions
3. Specific Programme Management Arrangements