



28 August 2020

To: All Applicants

**CORRIGENDUM NO. 2****JTC INNOVATION CHALLENGE: PHASE 2 - DIGITALISATION**

Please take note of the following clarifications to the above Innovation Challenge in response to some queries raised by applicants, which shall form part of the original Innovation Challenge document issued.

S/N	Query	Response
General		
1	For the proposal document to be uploaded, do Applicants need to follow any template?	<p>Please follow the Project Proposal template provided on the gov pact site.</p> <p>Any proposal not submitted according to the instructions contained and in the form(s) prescribed in JTC Innovation Challenge, or which attempts to vary any provision of or which fails to fully comply with this Innovation Challenge, is liable to be rejected.</p>
2	Where can I find the list of qualifying cost that can be funded by this innovation challenge? Are equipments such as Lidar part of the qualifying cost for this innovation challenge?	<p>JTC does not have a fixed list of qualifying cost. Guidelines is that all items submitted must be clearly project-related, such as: manpower cost, equipment (additional modules), consumables, other operating costs (software licence, transporting prototype to site, etc).</p> <p>Please do not include items that do not have clear and direct link to the project, as it will affect the price-aspect of the evaluation.</p>

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3	Does the budget support overseas travelling and research publication?	The funding does not support overseas conference travel.
4	For Universities and Research Institute, do we need to submit the Declaration on Financial Solvency document?	Yes, please select the appropriate authority to make that declaration.
5	As a research institute, we charge overhead for ongoing costs to operate our institute, where do we include this.	Yes, you may include it under other operating cost.  Do note that the total funds requested, inclusive of the overheads, should not exceed \$250,000.
6	Can a research group in university/ research institute apply to the innovation challenge without partnership from SME?	Yes, the application is also open to academia.  JTC encourages collaboration with commercial entities to facilitate the eventual deployment on JTC sites/estates in a commercially viable manner.
7	Please confirm that the maximum funding for Challenge Statement 1, 2,3 is S\$ 250,000 with a maximum project duration of 1 year.	Awarded projects under the various Challenge Statements will each have individual funding of up to \$250,000 and a project duration of up to 12 months.
8	Please clarify if the Proof of Concept and Prototype Development to be done by the vendor after award of the work and within 12 months timeline and maximum limit of S\$250,000 cost for the project.	Proposal's scope of work should be related to Proof-of-Concept (POC), Prototype Development, and trials/testbeds. Please refer to the respective Challenge Statement's specific requirements.
9	Please confirm that JTC may jointly commercialise the implementation with the vendor and share revenue in agreed percentage as per Schedule 3 of the Innovation Challenge Agreement in prescribed format.	The Applicant shall take the lead on commercialisation of the technology.  The share of revenue by each party on the commercialisation of the technology will be in agreed percentage as per Schedule 3 in the Project Agreement.

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10	Please clarify if foreign companies with GeBIZ registration can submit proposal in consortium with locally registered company in Singapore.	<p>Foreign companies can apply, as long as:</p> <ul style="list-style-type: none"> <li>i) The company has a GeBIZ registration upon award, and subsequently</li> <li>ii) submit their electronic invoice through vendors@gov.</li> </ul> <p>JTC encourages the Applicants to have local presence as JTC's estates and development are in Singapore, to facilitate any demonstrations, and provide timely engineering support.</p> <p>Approved funding will be made to the applicant whose submission has been accepted by JTC. Applicant should have their own arrangement with their partners or associates.</p>
11	Please clarify if any cost of collaborating with Public Agency Staff proposed by the vendor will be borne by JTC directly.	<p>Cost related to collaborating with public agencies will be borne respectively by the public agency as a contribution in-kind.</p> <p>Applicants shall list clearly the various parties which it is collaborating with in their proposals.</p>
12	Is it possible to get a temporary access to the current digital platforms, so as to prepare an example for the proposal submission?	<p>JTC will provide open access to the system after the awarded Applicant has successfully demonstrated their solution's values with positive outcomes and show great potential to be developed into an cost-effective and easy to implement tools at scale for JTC's adoption.</p>
13	We understand that JTC need the licence to exploit the Background IP to the extent required in connection with the Project for exercising JTC's Right of Use to the Foreground IP only. We also understand that any license fees payable by any 3rd party for the use of Foreground IP during the proposed Commercialization Period will not include any license fees payable for	<p>The licence referred in Clause 10.1.3 is to exploit all Background IP in connection with the Project and JTC's use of the Foreground IP (where such Background IP is necessary for JTC to exercise its Rights of Use in the Foreground IP).</p> <p>The precise manner by which the Foreground IP is commercialized will depend on the Commercialization Plan (Please refer generally to Clause 12). This has yet to be formulated or agreed (Please</p>

S/N	Query	Response
	any Background IP to use Foreground IP and the same are to be paid by the 3rd party separately. Please confirm.	refer to Para 12.2). JTC, therefore, cannot respond to the question at this time.
14	<p>Please note that the Background IP is owned by the Collaborator and the Collaborator will be using that Background IP for other projects worldwide.</p> <p>We therefore request you to clarify how JTC will ensure the sanctity of the Background IP and how the Collaborator's IPR shall be protected. Also please confirm JTC will not use Collaborator Background IP for the purpose of using, developing, marketing, selling separately from products and services of the Collaborator.</p>	If the Collaborator owns the Background IP, it is the sole responsibility of the Collaborator to protect its own Background IP. JTC is not responsible for doing so. JTC will only use the Background IP in the manner agreed in the Project Agreement, Clause 10.1.3. If JTC is to use the Background IP owned by the Collaborator in a manner that has not been agreed in the Project Agreement, JTC must obtain the consent of the Collaborator.
15	Please clarify revenue sharing from the commercialisation of the Foreground IP and/or Patent Application or Patent based on (i) revenue of Technology, (ii) revenue by company or (iii) profit by Technology.	Please refer to Clause 11.2.3.2 of the specimen Project Agreement. As the terms have yet to be agreed, JTC cannot respond to the question at this time.
16	We understand that since JTC and Collaborator will equally own the Foreground IP, any revenue generated out of licensing of Foreground IP either by JTC or Collaborator will be shared equally irrespective of who takes charge of granting such use of Foreground IP licenses to any 3rd party during commercialization period. Please confirm.	Please see Clause 11.2.3.2 of specimen Project Agreement. especially the 'Sharing Ratio'.
17	Our understanding is that JTC shall reimburse all expenses to Collaborator for the work done for this project till	There will be payment according to project milestones. JTC will make payment in accordance with the milestones provided

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	the date of termination of the project. Kindly confirm the same.	JTC is satisfied with and has accepted the deliverables as being compliant with JTC's requirements (See Clauses 5.1 to 5.9, particularly Clauses 5.1 to 5.4 of the specimen Project Agreement).
18	Kindly clarify If JTC will bear any charges of Singapore Mediation Centre and Singapore International Arbitration Centre (SIAC), if required.	The Collaborator and JTC will each pay its own charges. This is subject to any directions made by the relevant tribunal. For example, if there is an arbitration at the SIAC, the Arbitrator is entitled to give whatever directions he thinks fit including directions as to whom should pay such charges and any legal costs (i.e. the costs of lawyers if there are lawyers involved). If there is an arbitration, the losing party is generally required to pay the charges and legal costs of the winning party (subject to any direction of the Arbitrator).
19	<p>With reference to Clause 11.2.3.3 of the Innovation Challenge Specimen Agreement. Kindly clarify how do you propose to arrive at "time-value of money" as mentioned in the clause.</p> <p>Please explain the basis of calculation of any cost incurred by JTC iii) to account for the time-value of money for the above costs incurred be calculated.</p>	JTC's Weighted Average Cost of Capital (WACC) at the point of recovery would be used to account for the time-value of money.
20	With reference to Clause 13.1 of the Innovation Challenge Specimen Agreement. Our understanding is any Patent Application for Foreground IP by JTC and/or Collaborator in the future will not affect any exclusive rights and ownership over Background IP used to develop the proposed Foreground IP. We understand that this clause is applicable and prior written consent is required only if Patent application for Foreground IP is	The ownership of the Background IP remains with its respective owners. The application for patent for the Foreground IP would not affect ownership of the Background IP.

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	<p>in question and this does not affect Collaborator's exclusive rights and ownership over Background IP. Please confirm / clarify.</p>	
21	<p>The specimen Project Agreement suggests that "Background IP" are IP rights (owned or licensed) by Collaborator and used in the Project.</p> <p>Collaborator also needs to provide "..., perpetual .. (with the right to sublicense) to exploit all Background IP in connection with the Project and JTC's use of the Foreground IP (where such Background IP is necessary for JTC to exercise its Rights of Use in the Foreground IP)."</p> <p>Query: how can Collaborator use IPs that are only available on subscription and not perpetual ?</p>	<p>It does not appear that such items come within the definition of ' Background IP".</p>
22	<p>We understand that the Collaborator need to provide licenses to JTC for use of Foreground IP only to the extent required in connection with the Project and JTC's own use only. Please confirm.</p>	<p>The licence referred to at Para 10.1.3 is to exploit all Background IP in connection with the Project and JTC's use of the Foreground IP (where such Background IP is necessary for JTC to exercise its Rights of Use in the Foreground IP).</p>
23	<p>Referring to the IP terms: Given that we are a software company and co-sharing of Intellectual Property and Commercial Revenue are not favorable for our scaling up, are the co-sharing foreground IP terms negotiable? (e.g. if we propose to provide # of perpetually free licences worth \$90K per year, to</p>	<p>The terms of the Project Agreement cannot be amended. This is because the terms have been published and must apply consistently to all potential applicants.</p>

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	provide JTC a reasonable ROI to cover for the up to \$250K invested up front)	JTC appreciates the feedback and will consider the same when setting terms for future projects.
24	<p>The sample contract requires that all IP resulting from the collaboration be split 50/50 between participant and JTC. It also seems like JTC would have significantly more control than participant in terms of how the IP can be licensed and commercialized.</p> <p>There are several reasons this kind of arrangement would impose severe constraints on the future strategy and growth of a technology business.</p> <ul style="list-style-type: none"> <li>- Required functionality would be built to integrate with an existing commercial product. So there would be no easy way to determine what revenue is attributable to just features created in collaboration with JTC.</li> <li>- There is no expiration to the IP sharing. So the business would have to take this into account for all future changes to its licensing, pricing, etc.</li> <li>- The agreement says that revenue sharing is for JTC to recover its costs, but a) that would imply there should be a time limit, and b) if JTC retains a free, unlimited license to use all IP, then wouldn't that free usage of the technology be the return on investment?</li> </ul> <p>Is there flexibility on the IP sharing terms according to the type of proposal received -- i.e. for</p>	

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	enhancement of an existing product vs. new/custom product?	
25	<p>The cooperation with third parties (mainly in the Post-inspection phases) and the capabilities to exchange data with these third parties is a very important point.</p> <p>Does JTC already have existing APIs to exchange data with third parties?</p>	<p>i) JTC's Open Digital Platform (ODP) provides the platform for data exchange with third parties. Applicants can provide APIs to JTC for data exchange.</p> <p>ii) The developed solutions that are found to be suitable and assessed to have potential may be selected for integration to the Living Lab instance of the ODP for testing and evaluation.</p> <p>iii) Currently supported APIs include, REST, MQTT, DDS, OPC. Applicants may propose other protocols for JTC review and consideration.</p>
26	What software and standards have been implemented for current BIM modelling?	JTC recommends to use REVIT 2019 and above for BIM modelling.

Yours faithfully,

Ivy Sim  
 Senior Contracts Manager  
 Contracts & Procurement Division  
 (This is an electronic document. No signature is required.)