

UNDERTAKING TO COMPLY WITH PROGRESSIVE WAGE MARK REQUIREMENTS

- 1.1** Subject to Clauses 1.2 and 1.3, for the entire Term of the Research Project Agreement, a Collaborator under the said Research Project Agreement who is PW Mark-Eligible shall, in connection with the said Research Project Agreement:
- (a) maintain a valid Progressive Wage Mark or Progressive Wage Mark Plus issued by the relevant authority through the GoBusiness Portal (individually and collectively referred to as “**PW Mark**”);
 - (b) ensure that each of the Collaborator’s subcontractor(s) (if any) who is or becomes PW Mark-Eligible shall obtain and maintain a valid PW Mark for the entire Term of the Research Project Agreement;
 - (c) notify JTC of any change to its or any of its subcontractor’s or subcontractors’ (if any) PW Mark accreditation status within one month after the change; and
 - (d) replace any subcontractor(s) (if any) who is PW Mark-Eligible that fails to maintain a valid PW Mark during the Term of the Research Project Agreement with another subcontractor approved in writing by JTC within one month of the Collaborator being notified of such failure. The Collaborator shall comply with Clauses 1.1(b) to (d) herein in respect of any replacement subcontractor(s).
- 1.2** If at the time of the award of the Innovation Challenge Proposal, the Collaborator who is PW Mark-Eligible has neither obtained nor applied for the PW Mark, JTC shall have the right to exempt the Collaborator from compliance with Clause 1.1(a) for such period of time as determined by JTC.
- 1.3** If at the time of the award of the Collaborator’s Innovation Challenge Proposal, the Collaborator who is PW Mark-Eligible has applied for but has yet to successfully obtain the PW Mark, the Collaborator shall comply with all the following:
- (a) be exempted from compliance with Clause 1.1(a) herein during the period where the initial application for the PW Mark is being processed on the GoBusiness Portal. JTC may extend the period of exemption by one or more consecutive periods as determined by JTC; and
 - (b) notify JTC of the outcome of the Collaborator’s application(s) for the PW Mark within one month after the date of receipt of the outcome of the application, and provide JTC with the e-Certificate as proof of the successful application (if any).
- 1.4** If a Collaborator who is not initially PW Mark-Eligible becomes PW Mark-Eligible at any point in time during the Term of the Research Project Agreement, the Collaborator shall comply with all the following:
- (a) notify JTC on its eligibility for the PW Mark within one month after the first day of employment of the relevant Local Resident Worker(s) covered by the Sectoral Progressive Wages and/or Occupational Progressive Wages;

- (b) apply for a PW Mark through the GoBusiness Portal by the end of the third month of employment of the relevant Local Resident Worker(s) in Clause 1.4(a);
- (c) provide JTC with proof of its application for a PW Mark within one month after the date of submission of the application;
- (d) notify JTC of the outcome of the Collaborator's application for PW Mark within one month after the date of receipt of the outcome of the application, and provide JTC with the e-Certificate as proof of the successful application (if any); and
- (e) maintain a valid PW Mark for the remaining duration of the Term of the Research Project Agreement.

1.5 A Collaborator who is not PW Mark-Eligible shall comply with all the following:

- (a) ensure that each subcontractor (if any) who is or becomes PW Mark-Eligible shall obtain and maintain a valid PW Mark for the entire Term of the Research Project Agreement;
- (b) notify JTC of any change to any subcontractor's or subcontractors' (if any) PW Mark accreditation status within one month after the change; and
- (c) replace any subcontractor (if any) who is PW Mark-Eligible that fails to maintain a valid PW Mark during the Term of the Research Project Agreement with another subcontractor approved in writing by JTC within one month of the Collaborator being notified of such failure. The Collaborator shall comply with Clauses 1.5(a) to (c) herein in respect of any replacement subcontractor(s).

1.6 In addition to the provisions of Clause 19 (Termination) of the Research Project Agreement and without prejudice to JTC's rights in the Research Project Agreement, JTC shall have the right to terminate the Research Project Agreement by giving two months' prior written notice to the Collaborator if the Collaborator fails to comply with any of the provisions in Clauses 1.1, 1.3(b), 1.4 and 1.5 herein.

1.6A For clarity –

- (a) This Undertaking and the Research Project Agreement shall be read and construed as one document and this Undertaking shall be considered as an integral part of the Research Project Agreement; and
- (b) termination of the Research Project Agreement under Clause 1.6 shall be deemed to be a termination of the Research Project Agreement in accordance with its provisions, as stipulated under Clauses 20.1 and 20.2 of the Research Project Agreement. Accordingly, Clause 20 (Consequences of Termination) of the Research Project Agreement will apply in full.

1.7 For the purposes of this Clause 1, unless the context otherwise requires —

“PW Mark-Eligible” in relation to an employer, means an employer who is eligible to apply for a Progressive Wage Mark or Progressive Wage Mark Plus as the employer employs at least a Local Resident Worker covered by the prevailing Sectoral Progressive Wages or Occupational Progressive Wages that are in effect during the Term of the Research Project Agreement.

“GoBusiness Portal” refers to <https://www.gobusiness.gov.sg/> and its webpages.

“Local Resident Worker” means an employee who is a Singapore Citizen or Permanent Resident.

“Sectoral Progressive Wages” mean the progressive wage structure implemented for specified sectors under the Progressive Wage Model.

“Occupational Progressive Wages” mean the progressive wage structure implemented for specified occupations under the Progressive Wage Model.

- 1.8 The Collaborator is to fill up the “Declaration on Progressive Wage Mark Eligibility” in the prescribed form together with submission of the Collaborator’s Innovation Challenge Proposal.

We, _____ (Name of company),
hereby acknowledge and agree to the terms and conditions set out in this Undertaking, and undertake to comply with the same in connection with the successful award of our Innovation Challenge Proposal and the Research Project Agreement to be entered into between us and JTC.

.....
[Signature of authorised personnel]

Name:

Designation:

Date: