

**NATIONAL SOLAR REPOSITORY OF SINGAPORE (NSR)  
PARTICIPATION AGREEMENT FOR PV SYSTEM OWNERS**

Version 2.0

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As a "PV System Owner" I want to participate in the National Solar Repository Program and I agree to the following terms and conditions with the NATIONAL UNIVERSITY OF SINGAPORE, (Company Registration No: 200604346E), a company limited by guarantee incorporated in Singapore under the Companies Act (Cap. 50) and having its registered address at 21 Lower Kent Ridge Road, Singapore 119077, acting through its Solar Energy Research Institute of Singapore (hereinafter referred to as "the NSR Program Administrator").

The NSR Program Administrator and the PV System Owner may hereinafter be referred to individually as "Party" and collectively as "Parties".

**1. PARTICIPATION**

- 1.1 The PV System Owner agrees to participate in the National Solar Repository Program ("NSR Program") by providing and permitting data concerning his/her PV System to be disclosed to the National Solar Repository database.
- 1.2 The PV System Owner warrants and represents that:
- (a) it is the owner of the said PV System;
  - (b) there is no restriction, legal or otherwise, on the PV System Owner's right to disclose the data to the NSR Program Administrator for the purposes of this Agreement; and
  - (c) the data provided by the PV System Owner to the NSR Program Administrator is accurate.

**2. USE AND DISCLOSURE OF DATA**

- 2.1 The PV System Owner consents to the use and disclosure of data concerning its PV System by the NSR Program Administrator for the purposes of or in connection with the NSR Program (including evaluative and research purposes, statistics and policy formulation and review), subject to the restrictions indicated by the PV System Owner during the web-based sign-up process.
- 2.2 The PV System Owner agrees that all such data from the PV System Owner's PV system disclosed to the NSR Program Administrator under this Agreement may be used and disclosed as determined by the NSR Program Administrator for the above said purposes, even after expiry or termination of this Agreement.

### **3. TERMINATION**

- 3.1 This Agreement shall be valid until this Agreement is terminated by either Party pursuant to the terms of this Agreement and/or until the NSR Program ceases to exist.
- 3.2 Either Party may terminate this Agreement by giving 7 days' notice in writing to the other Party.

### **4. LIMITATION OF LIABILITY**

- 4.1 The NSR Program Administrator shall be under no liability whatsoever to the PV System Owner for any direct or indirect loss and/or expense, incidental or consequential damages (including loss of profit) suffered by the PV System Owner arising from the use or misuse by any person of the data provided by the PV System Owner to the National Solar Repository database.
- 4.2 This clause will survive the expiry or termination of this Agreement.

### **5. TRADEMARKS**

- 5.1 Neither Party to this Agreement shall acquire any ownership right or interest in the other Party's name, logo(s), trade mark or symbol.

### **6. GENERAL**

- 6.1 Entire agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior undertakings, representations and warranties. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

- 6.2 Waivers

A waiver by any Party of any breach of any term of this Agreement by the other Party shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

- 6.3 Rights of Third Parties

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms of this Agreement.

- 6.4 Severability

If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

#### 6.5 Headings

The headings in this Agreement are for the convenience of the Parties and shall not be used for the purpose of interpreting the scope or intent of the clauses in this Agreement.

#### 6.6 Status of Parties

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties.

### 7. POINT OF CONTACT

NSR Program Administrator:

Solar Energy Research Institute of Singapore (SERIS)  
National University of Singapore (NUS)  
7 Engineering Drive 1  
Block E3A, #06-01  
Singapore 117574  
Phone: +65 6516 4119  
Fax: +65 6775 1943

Email: [seris-nsr@nus.edu.sg](mailto:seris-nsr@nus.edu.sg)

### 8. GOVERNING LAW AND JURISDICTION

8.1 This Agreement is governed by the laws of Singapore and the Parties agree to submit to the jurisdiction of the courts in Singapore.