

APPENDIX A

AGENCY FOR INTEGRATED CARE (AIC) STANDARD TERMS AND CONDITIONS FOR AWARD OF GRANTS

BACKGROUND

- (A) This document (Appendix A) sets out the terms and conditions applicable to funding which AIC agrees to provide for the Projects (each shall be referred to as a “Grant”).
- (B) The terms and conditions will apply to all Grants awarded by AIC and accepted by the Recipient.
- (C) AIC may amend these terms and conditions from time to time and will inform the Recipient in writing (which may include electronic mail, banner announcements on the OurSG Grants Portal, or via other means).

1 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 1.1 The Recipient represents and warrants all the information as set out in the Recipient’s application for the Grant is true and accurate, and acknowledges and agrees that AIC is relying on these representations and warranties in agreeing to provide the Grant.
- 1.2 The Recipient represents, warrants and undertakes that –
 - (a) the Recipient has and will continue to have the necessary experience, skill, knowledge, expertise and competence to undertake the Project;
 - (b) the Recipient is not and will not be subject to any contractual or other restriction imposed by the Recipient’s own or any other entity or by law which may prevent or materially impede the Recipient from meeting the Recipient’s obligations under Clause 3;
 - (c) the Recipient is and continues to be not aware of anything in the Recipient’s own affairs (including any actual, perceived or potential conflict of interest), which the Recipient has not disclosed to AIC, which might reasonably have influenced the decision of AIC to provide the Grant on the terms contained herein and in each Project’s Letter of Award; and
 - (d) there has been no change and there will not be any change in the Recipient’s financial position or prospects affecting the Recipient’s ability to perform the Recipient’s obligations under Clause 3.

2 GRANT DISBURSEMENT AND RECORDS

- 2.1 Unless otherwise mentioned in each Project’s Letter of Award, all claims for any Project will be made on a reimbursement basis (*i.e. a claim can only be made after the expense is incurred*).
- 2.2 For claims for any Project that will be made on an advance basis, AIC shall disburse the funds in accordance with the schedule set out in each Project’s Letter of Award and the disbursement shall be contingent upon the Recipient meeting all the required conditions specified in the Letter of Award.
- 2.3 Unless otherwise approved by AIC, the Grant shall be used only for the approved funding components, and up to the specified amount(s), as set out in each Project’s Letter of Award. The Recipient shall be responsible for the reasonable allocation of Grant to the different uses the Recipient may require, provided the use of the Grant is consistent with the terms and conditions stated herein and fulfils the conditions in the Letter of Award.
- 2.4 Unless otherwise approved by AIC, the Recipient shall not transfer or pay any part of the Grant to any person, except as payment for expenditure incurred by the Recipient for the Purpose in accordance with each Project’s Letter of Award.
- 2.5 The Recipient will maintain accurate records and accounts in respect of all costs and expenses relating to a Project for audit purposes, and for the duration required under applicable law.

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2.6 AIC has the right to suspend, reduce or cease the release of Grants to the Recipient in the following events:

- (a) claim submission is late;
- (b) lack of or insufficient supporting documents during an audit carried out per Clause 5.2;
- (c) claims are made for items not approved under the Grant;
- (d) expenses being incurred before or after the approved Grant duration;
- (e) failure to attain or achieve targeted deliverables (“**Project Deliverables**”) set out in each Project’s Letter of Award; or
- (f) failure to comply with any other applicable laws or terms and conditions.

2.7 AIC may require the Recipient to return any unexpended portion of the Grant (for claims made on an advance basis) or any overpayment of the Grant, and the Recipient shall promptly comply with such requirement.

2.8 AIC may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under any Grant with AIC.

2.9 AIC’s acceptance of any report, claim or any other documentation submitted does not preclude AIC from subsequently querying the accuracy of such report, claim or documentation.

3 OBLIGATIONS OF THE RECIPIENT

3.1 The Recipient shall carry out the Project diligently, effectively and to the best of the Recipient’s ability.

3.2 The Recipient shall not make any changes to the Project except with the consent of AIC.

3.3 The Recipient shall use the Grant prudently and ensure all expenditure incurred is reasonable and justified. The Recipient shall exercise sound financial management, having regard to economy and efficiency and bearing in mind the Grant is public monies.

3.4 The Recipient shall ensure proper and diligent control to avoid incurring unnecessary liabilities.

3.5 The Recipient shall ensure all the Recipient’s activities are operated in a fair manner and shall ensure equal access to all for the Recipient’s activities.

3.6 The Recipient shall abide by the principles of transparency, open and fair competition, and value-for-money in the procurement of goods and services.

3.7 The Recipient shall immediately notify or whistle-blow to AIC if there is, or there is suspicion of, any suspected financial irregularity, fraud or any other misuse of the Grant. The Recipient may use any of the following channels to make a report:
Email: aic@tipoffs.com.sg
URL: <https://singapore.deloitte-halo.com/AICwhistleblowing/>
Phone: 800-492-2354

3.8 The Recipient shall not breach any applicable laws in the carrying out of the Recipient’s activities, whether or not related to the Purpose.

3.9 The Recipient shall take all reasonable precautions to ensure there is no proselytizing in the activities carried out by the Recipient that is the subject of the Grant.

3.10 The Recipient shall not engage in conduct or activities in a manner prejudicial to the interest or reputation of AIC.

3.11 The Recipient shall immediately notify AIC when the Recipient becomes aware that the Recipient will not be able to, or is not likely to be able to, fulfil and/or comply with any of the Recipient’s obligations. AIC shall be entitled to terminate the Grant with immediate effect if the Recipient does not take such measures as AIC may require to address any potential inability to comply. For the avoidance of doubt, there is no legal obligation on AIC to provide assistance in resolving the problem or to take action to protect the Recipient.

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3.12 The Recipient shall inform, and shall have a continuing obligation to inform, AIC of any change in the direct or indirect ownership or ultimate or effective control of the Recipient.

4 CONFLICT OF INTEREST

4.1 Conflict of interest means any matter, circumstance, interest, or activity involving or affecting the Recipient, the Recipient's officer, personnel, employee or agent which may or may appear to impair the ability of the Recipient to perform the Recipient's obligations for the Project diligently, objectively, and without bias.

4.2 The Recipient shall ensure that the Recipient has adequate procedures in place to enable early identification and effective management of any potential or actual conflicts of interest which the Recipient or the Recipient's officers, employees and agents may have in relation to the Project and Grant.

4.3 The Recipient shall notify AIC if any such actual, perceived or potential conflict of interest arises or is likely to arise and shall take all measures required by AIC to resolve or deal with the conflict of interest.

5 AUDIT

5.1 AIC may, upon giving reasonable prior notice, conduct an audit on the Recipient's premises, activities, processes and other operational procedures to ensure that the Recipient is compliant with the applicable laws and the requirements imposed for each Grant. Such audit may be conducted by AIC or its authorised representatives.

5.2 The Recipient shall grant AIC and/or its authorised representatives full access to any of the Recipient's premises, personnel, facilities, systems, books and records as may be reasonably required and to take copies of such books or records.

5.3 The Recipient shall: (a) provide AIC and its authorised representatives with all reasonable cooperation, access and assistance in connection with such audit; and (b) allow AIC and its authorised representatives to meet with the Recipient's personnel and ensure that the Recipient's personnel provide all explanations reasonably necessary to perform the audit effectively.

5.4 AIC and the Recipient shall bear their own respective costs and expenses incurred in respect of any such audit, unless the audit discloses any material breach of the Grant in which case the Recipient shall reimburse AIC for all of AIC's costs incurred in connection with the audit.

5.5 Unless otherwise agreed by AIC, the Recipient shall implement all measures recommended in the audit report.

5.6 The requirement to give reasonable notice under Clause 5.1 shall not apply and AIC shall be entitled immediate right to audit if AIC is of the opinion that there may be non-compliance with the provisions of the Grant or there are circumstances that warrant immediate audit on the Recipient.

6 FORCE MAJEURE

6.1 Neither Party shall be liable for any failure to perform its obligations under each Project if the failure results from events which are beyond its reasonable control ("Force Majeure Event") provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. "Force Majeure Event" shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires, epidemics, or pandemics and other catastrophes.

6.2 AIC may at any time thereafter give notice to the Recipient to terminate a Grant with immediate effect without being liable to the Recipient in damages or compensation if -

- the Force Majeure Event continues for a period of sixty (60) days; or
- AIC is of the view that the purpose of the Grant would no longer be served due to the Force Majeure Event.

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6.3 If a Force Majeure Event occurs, the Recipient or AIC (as the case may be) shall for the duration of such Force Majeure Event be relieved of any obligation under any particular Grant as is affected by the Force Majeure Event except that the provisions of any particular Grant shall remain in force with regard to all other obligations under any particular Grant which are not affected by the Force Majeure Event.

7 LIMITATION OF LIABILITY

7.1 AIC accepts no liability for any consequence, loss or damage, whether direct or indirect, that may come about from the activities of the Recipient, the use of the Grant or from the withdrawal of the Grant.

7.2 The Recipient will indemnify and hold harmless AIC and its officers, employees and agents from and against all claims of any nature made by any person arising out of or in connection with the implementation or operation of all Projects provided such claims are not due to any act or omission of AIC, its officers, employees or agents, or the Recipient following the instructions of AIC.

7.3 Subject to Clause 7.1 above, AIC will indemnify and hold harmless the Recipient and its officers, employees and agents from and against all claims of whatsoever nature made by whomsoever arising out of or in connection with the administration of the Grants, provided such claims are not due to any act or omission of the Recipient, and its officers, employees or agents.

8 JOINT AND SEVERAL LIABILITY

8.1 Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and accept each Project's Letter of Award on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under the Grant.

9 ASSETS PURCHASED

9.1 The Recipient may use the Grant for the purchase of such assets as may be approved by AIC. The Recipient shall ensure all assets purchased using the Grant shall be owned by the Recipient.

9.2 The Recipient shall allow such parties to have access to and use of the assets as AIC may require.

9.3 The assets shall not be encumbered or disposed off prior to the Project Completion Date without the approval of AIC and any encumbrance or disposal shall be subject to such conditions as AIC may impose, including any requirement to pay to AIC the proceeds of such disposal.

9.4 The Recipient shall hold all assets under each Grant securely and safeguard them against theft, loss, damage, or unauthorised use and shall not use the assets under each Grant as security for any loan, or for credit, payment or other interest, or for the preparation of, or in the course of, any litigation.

9.5 If any asset is lost, damaged or destroyed during the Grant duration, the Recipient shall take all reasonable measures (which may include promptly repairing, replacing or reinstating the asset at the Recipient's own expense) to ensure the ability of the Recipient to perform the Recipient's obligations for the Project (including attainment or achievement of the Project Deliverables and key performance indicators set out in each Project's Letter of Award). The provisions of each Grant shall apply to the reinstated asset as if it is an asset purchased using the Grant.

10 MEDIA AND PUBLICITY

10.1 Publicity of the Grant and/ or Project refers to mentions of the Grant, the Recipient's award of the Grant, support rendered by AIC for the Grant and/or Project, and/or the outcomes of the Project funded by the Grant on any public platform. Outcomes of any funding by the Grant refers to and include the outcomes and results pertaining to the Recipient and/or its partners who have benefitted from the Grant.

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10.2 Publicity includes, but is not limited to the following mediums/materials:

- Engaging the media: This refers to pitching and/or providing any form of response to the media. Media includes mainstream media outlets such as print (newspapers) and broadcast (TV and radio), electronic as well as digital, and alternative and online media outlets such as Mothership, The Independent, etc.
- Mentions at public events: This refers to events that are open to the public and/or the media where there is mention in any speeches, presentations, talks, workshops, etc.
- Mentions on online platforms: This refers to any websites and social media platforms and applications, e.g. Facebook, Instagram, etc.
- Mentions on collaterals and marketing materials: This refers to materials such as newsletters, electronic mailers, posters, flyers, annual reports, paid advertising, etc.

10.3 Unless otherwise agreed with the Recipient, AIC reserves the right to publicise the award of the Grant to the Recipient in any materials it deems fit.

10.4 The Recipient may publicise the award of the Grant, or make public statements that AIC is supporting a Project only if AIC's prior written consent is obtained. The Recipient shall seek AIC's approval at least five (5) working days prior to the intended publication date.

10.5 To seek AIC's approval to publicise the Grant and/or Project, the Recipient is required to provide all relevant materials that mention the Grant, Project and/or AIC including but not limited to those provided below:

- Media materials such as press release, factsheets/information sheets, media invites, media responses and any other materials that will be shared with the media.
- Publicity collaterals such as posters, flyers, design artworks, etc. These should be in their draft stage where changes can still be made.
- Any content to be published online such as write-ups or visuals for websites, social media pages, electronic mailers.

10.6 AIC reserves the right to withdraw the reference to "A/C" from the name of any Grant at any time. Upon written notification by AIC of its decision, the Recipient will take all necessary action to give effect to AIC's decision.

10.7 AIC reserves the right to impose and/or make changes to any terms and conditions accompanying its approval or withdraw its approval allowing any mentions or references to the Grant, the Recipient's award of the Grant, support rendered by AIC for the Grant and/or Project, and the outcomes of the Project funded by the Grant at any time. Upon written notification to the Recipient by AIC of AIC's decision, the Recipient will take all necessary action to give effect to AIC's decision within five (5) working days.

10.8 As a condition to any approval granted by AIC, the Recipient shall declare, warrant, represent and undertake in writing to AIC that there shall be no further changes to the publicity material (or extracts thereof) provided to AIC at the point of submitting the documents for AIC's approval. If there are any such changes, the Recipient shall inform AIC immediately in writing and obtain AIC's approval in writing in respect of the changes prior to any publication or release of the relevant publicity material (or extracts thereof). For the avoidance of doubt, the changes to the relevant publicity material (or extracts thereof) remain subject to AIC's approval, which may be granted in AIC's sole and absolute discretion.

10.9 Each Party shall not use the name, logo, trademark, service mark, or any other symbol or mark of the other Party, for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party, except as may be required by applicable law or governmental regulation.

11 DATA PROTECTION AND SECURITY

11.1 The Recipient will comply with its obligations under the Personal Data Protection Act 2012.

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- 11.2 The Recipient agrees to enter into a Data Collaboration Agreement(s) or equivalent as required by AIC that governs and facilitates their disclosure of personal data to or collection of personal data from AIC or with any other organisation identified by AIC covering the purposes of data sharing including but not limited to the purposes of this Grant and/or Project. The Data Collaboration Agreement or equivalent shall be in the form specified by AIC and contains such terms determined by AIC to be necessary for compliance with applicable data protection law.
- 11.3 AIC shall be entitled to immediately suspend or terminate this Grant if the Recipient (a) declines to enter into, (b) withdraws from, or (c) in AIC's sole discretion, has not been faithfully performing its obligations under the said Data Collaboration Agreement(s) or equivalent.
- 11.4 In addition to the Data Collaboration Agreement(s) or equivalent stated in Clause 11.2 above, AIC may require that the Recipient comply with further documentation or policies or enter into further agreements as may be necessary to facilitate data sharing between the Recipient and AIC, or such other organisation identified by AIC for the purposes of the Project.
- 11.5 The Recipient gives its consent for AIC to obtain and verify the Recipient's information from or with any source, as AIC deems appropriate for the assessment of grant applications and claims.

12 CONFIDENTIALITY

- 12.1 Except with the prior written consent of the other Party, each Party shall (and shall ensure that its employees, agents and representatives will): (1) treat as strictly confidential and not disclose any confidential information of the other Party obtained in connection with this Grant and/or Project to any person other than its employees, agents and representatives on a need-to-know basis for the purposes of performing its obligations under this Grant and/or Project; and (2) only use confidential information of the other Party for the sole purpose of performing its obligations under this Grant and/or Project and shall not use it for any other purpose. In this Clause 12, references to "confidential information" of a Party shall (A) include information marked as 'Confidential' and information that is commonly regarded as confidential even though it is not marked as such, but (B) exclude information which is or has become public knowledge through no act or omission of the other Party, information which is lawfully possessed or obtained by the other Party without any breach of an obligation of confidentiality, and information that is independently developed by the other Party outside the scope of this Grant and/or Project.
- 12.2 Each Party shall take all reasonable precautions in dealing with any confidential information of the other Party to prevent any unauthorised person from having access to or use of such confidential information. Promptly after the expiry or termination of this Grant and/or Project, each Party shall securely destroy all confidential information of the other Party in its possession, unless (A) it is required to retain such confidential information pursuant to any applicable law, regulation or directive of any relevant government, statutory or regulatory body, or (B) it is impractical to destroy any such confidential information. The receiving Party shall continue to maintain the confidentiality of such confidential information so retained in accordance with the terms of this Grant and/or Project, for as long as such confidential information remains in its possession.
- 12.3 Neither Party shall be liable for the disclosure of confidential information of the other Party in the event and to the extent any such confidential information is required to be disclosed by it pursuant to any applicable law, regulation or directive of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction.

13 TERMINATION

- 13.1 AIC may terminate any Grant with immediate effect by giving the Recipient written notice if AIC determines that –
 - (a) the Recipient has failed to make satisfactory progress on the Project;

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- (b) there has been improper or imprudent use of the Grant;
- (c) there has been any material representation or statement made or deemed to be made by the Recipient which is false, inaccurate or misleading when made or deemed to be made, or breach of warranty or material non-disclosure by the Recipient to AIC under or in connection with that Grant;
- (d) there has been a contravention of any laws by the Recipient;
- (e) the Recipient and/or the Recipient's employees have engaged in any activity involving dishonest intent or bad faith and/or where the Recipient or any of the Recipient's employee involved in the Project is governed by a professional body, where the Recipient or the Recipient's employee is found guilty of professional misconduct;
- (f) the Recipient has acted in a manner that is damaging or potentially damaging to AIC's interest, reputation, or secularity;
- (g) there is mismanagement or gross negligence in the management of the Recipient or of any of the Grants disbursed; or
- (h) there is any change in the strategic direction of the Recipient that is inconsistent with the policy direction of AIC.

13.2 Where AIC has reasonable grounds –

- (a) to suspect that the Recipient is in breach of any particular Grant; or
- (b) to believe that there is a serious concern relating to the Recipient that requires investigation,

AIC may investigate into the matter or await the outcome of the investigations by the proper authorities. Pending investigations and decision, AIC may –

- (i) withhold the disbursement of any part of the Grant until investigations are complete; and
- (ii) require the Recipient not to incur any further expenditure using the Grant.

During such investigation period, the Recipient shall render all co-operation with AIC.

13.3 AIC shall, to the extent permitted by law, have the right to terminate any Grant by giving thirty (30) days' advance notice in writing to the Recipient if -

- (a) the Grant would no longer achieve the Purpose;
- (b) there is conflict of interest on the part of the Recipient which cannot be avoided;
- (c) it is required to do so by financial restraints or any other reason; or
- (d) in the event where AIC receives funding from any other party for the Project, the funding arrangement or agreement between AIC and such other party expires or terminates prematurely for any reason whatsoever.

AIC may, upon the occurrence of any of the events set out in Clause 13.3(a) to (c), opt instead to withhold further disbursements of the Grant (if any) before deciding whether to terminate the Grant.

13.4 Upon receipt of a notice of termination from AIC under this Clause, the Recipient shall –

- (a) work to bring the Project to a close and take steps to minimise the losses arising from such closure;
- (b) immediately cease utilisation of the Grant unless otherwise approved by AIC;
- (c) repay to AIC all or any part of the Grant paid to the Recipient within thirty (30) days of the written notification.

13.5 For the avoidance of doubt, to the fullest extent permitted by applicable law, AIC shall not be liable to the Recipient under any bases of liability, for any loss of revenue or profit, loss of business or business opportunity or loss of goodwill or any indirect, incidental, special or consequential loss incurred by the Recipient arising out of or in connection with the termination under Clause 13.1 and/or Clause 13.3.

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14 RELATIONSHIP OF PARTIES

- 14.1 The Recipient undertakes the Project on the Recipient's own behalf and not on behalf of AIC and nothing in any Agreement shall be construed as creating a relationship of principal and agent, a partnership, joint venture or contract for service of any kind between AIC and the Recipient or any other party.
- 14.2 The Recipient agrees not to misrepresent the Recipient's relationship with AIC and not to engage in any deceptive or misleading conduct in relation to the Project.

15 NO ASSIGNMENT OR SUBCONTRACTING

- 15.1 The Recipient shall not assign, subcontract or encumber any right or obligation under any Grant, in whole or in part, without the consent of AIC. Any purported assignment or purported sub-contracting in violation of this clause is void.

16 WAIVER

- 16.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing any right, power, privilege, claim or remedy ("Remedy"), which is conferred herein and in the Letter of Award or at law or in equity, or arises from any breach by the other Party, (a) be deemed to be or be construed as a waiver or variation thereof, or of any other such Remedy, in respect of the particular circumstances in question, or (b) operate as a bar to the enforcement or exercise thereof, or of any other such Remedy in any other instances at any time or times thereafter.
- 16.2 No waiver of any breach herein and in the Letter of Award shall be deemed to be a waiver of any other or of any subsequent breach.
- 16.3 Any waiver granted herein and in the Letter of Award must be in writing and may be given subject to conditions. Such waiver herein and in the Letter of Award shall be effective only in the instance and for the purpose for which it is given.

17 GENERAL

- 17.1 The Recipient shall not: -
 - (a) collaborate, engage in any activity or be involved with a Political Party, or conduct, engage or participate in any activity that could be construed as being political in nature;
 - (b) accept any donation or sponsorship from any Political Party; and/or
 - (c) make or provide any donation or sponsorship to any Political Party, or for any activity that could be construed as being political in nature.
- 17.2 Clause 17.1(a) does not apply to the Recipient collaborating and sharing information about its programmes and/or services provided in a constituency with:
 - (a) Members of Parliament and grassroots advisers of that constituency;
 - (b) Government political office holders in their capacity as such, including but not limited to Ministers, Senior Ministers of State, Ministers of State, Senior Parliamentary Secretaries and Parliamentary Secretaries; and/or
 - (c) Members of Parliament in their individual capacity as patrons or board members of the Recipient;provided that in each case, such collaboration or sharing does not, directly or indirectly, promote a Political Party or any candidate or group of candidates within a Political Party.
- 17.3 The Recipient shall ensure that when a person is acting in his official capacity as an employee, a board member or a volunteer of the Recipient, that person is not and is not seen to be: -
 - (a) engaging in any activity that could be construed as being political in nature; and/or
 - (b) endorsing any Political Party, including but not limited to wearing the political attire of a Political Party, using a party logo of a Political Party or holding a political poster of a Political Party.

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17.4 Clause 17.3(a) does not apply to any participation by a person acting in his official capacity as an employee, a board member or a volunteer of the Recipient in outreach events and activities organised by grassroots advisers, as part of the Recipient's community-based efforts.

Clauses 17.5 and 17.6 are applicable to Recipients that operate on Government-owned premises

17.5 The Recipient shall ensure that the Premises are used only for the Permitted Purposes, and not used for any activity that could be construed as being political in nature.

17.6 Clause 17.5 shall survive the termination or expiry of a Grant and remain in full force and effect until the date on which the Premises are returned to the Government.

Clauses 17.7 and 17.8 are applicable to Recipients funded by Ministry of Health/Ministry of Social and Family Development programmes that operate on private premises.

17.7 The Recipient shall ensure that the Premises are used only for the Permitted Purposes, and not used for any activity that could be construed as being political in nature, during its operating hours or in the course of operating the Project.

17.8 Clause 17.7 shall survive the termination or expiry of a Grant and remain in full force and effect until the date which is 12 months after termination or expiry of a Grant.

17.9 A reference in these terms and conditions to any activity that could be construed as being political in nature includes but is not limited to any activity that is or is likely to be directed towards a political end in Singapore. Examples of such activity include but are not limited to the following:

- a) any activity in support of or in opposition to any Political Party;
- b) speaking on any public platform on a political matter;
- c) writing letters to the press, publishing any printed matter, engaging in political broadcast, telecast, or in any other way publicly expressing his views on party politics, including via online media;
- d) canvassing for political purposes;
- e) disseminating of or helping in the dissemination of political propaganda, including but not limited to posters, paraphernalia;
- f) preparing materials or conducting research for any Political Party;
- g) converting or attempting to convert the political beliefs of any person; and
- h) attending any political event, including but not limited to talks or forums which discuss political matters, meet-the-people sessions, home visits by Members of Parliament.

17.10 In these terms and conditions:

- a) "directed towards a political end in Singapore" has the meaning given in the Foreign Interference (Countermeasures) Act 2021, as amended or re-enacted from time to time.
- b) "Permitted Purposes" means the scope of works, services and deliverables under each Project's Letter of Award.
- c) "Political Party" means a body of persons, corporate or unincorporated, whose object, or one of whose objects, is the promotion of the election to the Parliament of Singapore or the office of President a candidate or candidates endorsed by it or an organisation of which it forms part. For the avoidance of doubt, "Political Party" does not include any organisation affiliated to such a body, but which is a separate legal entity from such a body and which itself is not such a body.
- d) "Premises" means the location(s) and office(s) of the Recipient including its satellite sites (where applicable).

18 GOVERNING LAW

18.1 This Appendix A shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore

19 ESCALATION OF DISPUTES

19.1 In the event of any dispute, claim, question or disagreement arising out of or relating to a Grant or its validity, termination, subject matter or formation (a "Dispute"), both Parties shall use their best endeavours to settle the Dispute informally by agreement between the Parties. Both Parties shall always act in good faith and cooperate with each other to resolve any Disputes

19.2 If the Dispute is not settled in accordance with Clause 19.1 above, no Party shall proceed to any form of dispute resolution unless the Party has:

- (a) if the Dispute is within the jurisdiction of the Small Claims Tribunals, referred the Dispute to the Small Claims Tribunals; or
- (b) given the other Party written notice for mediation as contemplated in Clause 20 (Mediation).

20 MEDIATION

20.1 Notwithstanding anything herein and in the Letter of Award, in the event of any Dispute, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 20.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.

20.2 A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 20.

20.3 The mediation session is to commence no later than ninety (90) days from the date of the written notice of mediation failing which either Party may proceed to dispute resolution.

20.4 Clause 20.1 shall not apply to a Dispute referred to the Small Claims Tribunals, provided that:

- (a) the Parties attend a consultation session before a Registrar (where the Parties will be given an opportunity to resolve the Dispute amicably) after a claim is filed with the Small Claims Tribunals; and
- (b) the proceedings relating to such Dispute are not:
 - (i) discontinued by the Registrar pursuant to section 17(3) of the Small Claims Tribunals Act 1984; or
 - (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session.

20.5 Failure to comply with Clause 20.1 or 20.2 shall be deemed to be a breach of the Letter of Award.

21 DISPUTE RESOLUTION

21.1 Subject to Clause 20, any Dispute shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference into this Clause.

21.2 The seat of the arbitration shall be Singapore.

21.3 The arbitrator shall be agreed upon between the Parties, or on failure to agree within thirty (30) days of a written proposal by one Party to the other Party, to be appointed by the SIAC acting in accordance with the SIAC Rules.

21.4 This arbitration agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

APPENDIX A

22 CUMULATIVE RIGHTS AND REMEDIES

22.1 The rights and remedies of a Party herein and in the Letter of Award are cumulative and are in addition and without prejudice to any rights or remedies such Party may have at law or in equity. No exercise by a Party of any one right or remedy herein and in the Letter of Award, or at law or in equity shall operate so as to hinder or prevent the exercise by it of any other right or remedy herein and in the Letter of Award, or any other right existing at law or in equity.

23 SEVERABILITY

23.1 In the event any provision herein and/or in the Letter of Award is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of this Appendix A and/or Letter of Award and the legality, validity and enforceability of the remainder of this Appendix A and/or Letter of Award shall not be affected.

24 RIGHTS OF THIRD PARTIES

24.1 A person who is not a party to a Grant shall have no right under The Contracts (Rights of Third Parties) Act 2001 to enforce any contractual term herein and in the Letter of Award.

25 SURVIVING PROVISIONS

25.1 Any provision that expressly or by implication is intended to come into or continue in force on or after termination or expiry of a Grant, including Clauses 2 (Grant Disbursement and Records), 3 (Obligations of the Recipient), 5 (Audit), 7 (Limitation of Liability), 8 (Joint and Several Liability), 9 (Assets Purchased), 11 (Data Protection and Security), 12 (Confidentiality), 13 (Termination), 17 (General), 18 (Governing Law), 19 (Escalation of Disputes), 20 (Mediation), 21 (Dispute Resolution), 22 (Cumulative Rights and Remedies) and 24 (Rights of Third Parties) shall survive the termination or expiry of a Grant.