

## **SECTION 2**

# **MASTER TERMS AND CONDITIONS FOR THE LEASE OF EQUIPMENT**

# MASTER TERMS AND CONDITIONS FOR THE LEASE OF EQUIPMENT

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### 1 INTERPRETATION

#### 1.1 Definitions

In this Master Contract, unless the context otherwise requires:

- (a) “**Affiliate**” means: (1) an entity which directly or indirectly controls the applicable Party; or (2) an entity which is directly or indirectly controlled by the applicable Party or by an entity described in Clause 1.1(a)(1) herein. For the purposes of this definition of “Affiliate”, “control” is defined as owning more than fifty percent (50%) of the voting equity of the applicable Party or entity (as applicable) or having otherwise the ability to control the management of the applicable Party or entity (as applicable), whether through the ownership of voting securities, by contract, resolution, regulation or otherwise.
- (b) “**Audit Representative**” has the meaning ascribed to it in **Clause 9.3.1**;
- (c) “**Confidential Information**” has the meaning ascribed to it in **Clause 9.12**;
- (d) “**Contract**” or “**Master Contract**” means the master contract entered into between NUHS as agent for the Institutions and the Contractor for the lease of the Equipment and includes these Terms and Conditions which shall be applied and incorporated, mutatis mutandis, to all the Institutions’ Transaction Schedules or Orders and any amendments and supplements to the same effected in accordance with the terms herein. For avoidance of doubt, the Contract shall comprise Contractor’s Proposal, corrigendum (if any), clarifications (if any), the Letter of Award, all documents relating to the RFP, this Terms and Conditions, all Schedules (including any annex, appendix, schedule, or exhibit of the Schedules) and any mutually agreed written amendments thereto;
- (e) “**Contract Period**” means the duration of the Contract as ascribed in **Clause 8.1**.;
- (f) “**Contract Rates**” means the price rates payable to the Contractor under the Contract for the lease and maintenance of the Equipment and other optional functional features and print charges as specified in **Schedule 3** and, or the Transaction Schedules or Orders.
- (g) “**Contractor**” means means the successful vendor who has been awarded the Contract and who will lease the Equipment to the Institution and includes the Contractor’s permitted assigns and/or successors-in-title.
- (h) “**Copy Charges**” (where applicable) means the charges for the copies made during the use and operation of the Equipment as specified in Clause 5.2.
- (i) “**Documentation**” means copies of publicly available manuals, reports, applicable operational instructions, screen layouts, report formats, any additional specifications and program and system documentation relating to the Equipment necessary for the use, maintenance and operation of the Equipment as well as for all for the system interface and integration of the Equipment to the Institution’s systems as stated in Clause 3.8 herein and from time to time as such materials are developed or updated;
- (j) “**Effective Date**” means the date the Contract takes effect as specified in the Letter of Award;
- (k) “**Expiry Date**” the meaning ascribed to it in Clause 8.1;
- (l) “**Equipment**” means the equipment that the Contractor is required to lease as set out in **Requirement** (including all parts, components and any other equipment accessories, and all accompanying or necessary software and hardware);
- (m) “**Force Majeure Event**” means any and all events or circumstances which are beyond the reasonable control of the relevant party and includes an act of God (floods,

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- earthquakes, typhoons, hurricanes, tsunamis, etc.), riots, civil and political unrest, strikes, lockouts or other labour disturbances, fire, war, terrorism, sabotage, arson, nuclear disasters, chemical warfare, outbreak of an infectious disease and epidemics;
- (n) “**GIRO**” means the Interbank GIRO of payment and settlement which allows customers of a participating bank, upon successful application for the scheme, to transfer funds, through direct debits and credits, to the account(s) of another customer of other participating banks;
- (o) “**Goods and Services Tax**” or “**GST**” means the goods and services tax chargeable under the Goods and Services Tax Act (Cap. 117A);
- (p) “**Institution**” means the Institution(s) as defined in **Schedule 1**, acting through NUHS as their agent. Where applicable, even where it is not expressly provided, references to “Institutions” in the Contract shall include Affiliates;
- (q) “**Insured Period**” has the meaning ascribed to it in **Clause 9.1.2**;
- (r) “**Letter of Award**” means the letter of award issued by NUHS to the Contractor in respect of the acceptance of the Proposal (or part thereof);
- (s) “**National University Health System Pte. Ltd.**” or “**NUHS**” is the agent authorised to act on, and to execute the Contract on behalf of the Institutions listed in **Schedule 1** or future amendments or variations to the Contract.
- (t) “**Orders**” means the ordering for the lease of Equipment by the Institution including by way of indent forms, purchase orders, emails and/or faxes, on the terms of the Contract which shall be incorporated mutatis mutandis. Each Order shall reflect the user requirements, the number of Equipment, the term of the lease and monthly rent payable. For avoidance of doubt, all Orders and payments shall be issued and made directly by the Institution to the Contractor;
- (u) “**Parties**” means both the Contractor, NUHS and the Institution (each of whom shall be referred to individually as a “**Party**”);
- (v) “**Personal Data**” has the meaning defined in the Personal Data Protection Act 2012 (No. 26 of 2012) (the “**PDPA**”);
- (w) “**Personnel**” means the directors, representatives, agents, sub-contractors (if permitted) and employees of/appointed by the Contractor or Institution for the purposes of performing the Contract;
- (x) “**Proposal**” means the proposal submitted by the Contractor (including any negotiations and amendments thereto) in response to this RFP and accepted by the Institution;
- (y) “**Rent**” means the rent payable for the lease of Equipment under the relevant Transaction Schedule or Order.
- (z) “**Requirements**” (i) the specifications and descriptions issued by the Institution to the Contractor for the purpose of inviting the Contractor to submit its Proposal for providing the lease of Equipment; (ii) those parts of the Contractor’s response to the Institution’s specifications and descriptions which have been accepted by the Institution; and (iii) such other amendments or specification as may be mutually agreed in writing between the Parties;
- (aa) “**RFP**” means this Request for Proposal;

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- (bb) “**Sites**” means the sites of specified in the Transaction Schedule or Order and all other future sites as the Institution may inform the Contractor from time to time in writing.
- (cc) “**Service**” or “**Services**” means all services (including IT Services for integration with the Institution’s systems, where applicable) related to the lease of the Equipment which shall be provided by the Contractor to the Institution pursuant to the **Requirements**, and all other services which may not have been expressly stipulated in the RFP but which are to be necessarily implied for the satisfactory and timely performance of the Contract or which are customarily provided in accordance with generally accepted professional practice in Singapore for the provision of such services, to the extent that such services are not expressly stated in the Contract;
- (dd) “**Transaction Schedule**” means the document substantially in the form set out in Schedule 4 and signed by the Contractor and the Institution and shall incorporate the terms of the Contract mutatis mutandis. Each Transaction Schedule entered into from time to time between the Contractor and the Company shall be a discrete agreement and shall reflect the user requirements, the number of Equipment, the term of the lease and monthly rent payable.
- (ee) “**Working Day**” means from 8.30 am to 5.30 am on Mondays to Fridays, 8.30 am to 12 pm on Saturdays, excluding public holidays.

### 1.2 Order of Preference

In the event of any conflict or inconsistency in the Contract, the following is the order of precedence of documents comprising the Contract (a) Latest Addendums amending the Schedules and General Terms and Conditions (b) General Terms and Conditions (c) Schedules. To the extent any provision of a Transaction Schedule directly and irreconcilably conflicts with a provision of the Contract, the that the provisions of the General Terms and Conditions will prevail.

### 1.3 Rules of Interpretation

The Contract shall be interpreted according to the following provisions, unless the context requires a different meaning.

- (a) References in the Contract to words incorporating the masculine gender only shall where the context so admits include the feminine and/or neuter genders and vice versa and references in the Contract to words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.
- (b) The paragraph or clause headings in the Contract have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of the Contract. Unless otherwise expressly provided, any reference in the Contract to a “Clause”, “Appendix”, “Annex” or a “Schedule” is a reference to the relevant clause or appendix of, or annex or schedule to, the Contract. The Appendices, Annexes and Schedules are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into the Contract
- (c) References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and all regulations, rules and statutory instruments (however described) issued under it.
- (d) Any reference to “day” shall mean a period of twenty-four (24) hours, ending at twelve (12) midnight.

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- (e) If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. "Business day" means any day other than a Saturday, a Sunday or a gazetted public holiday in Singapore.
- (f) A reference to the whole includes any part thereof and a reference to the word "include" or "including" shall not be construed as having any limiting effect.

## 2 AGREEMENT TO LEASE

### 2.1 Separate Contracts to Lease of Equipment

The Contractor hereby enters into the Contract with NUHS as agent for the Institutions where the Contractor agrees separately with each of the Institutions to lease the units of Equipment specified in relevant Transaction Schedules or Orders in accordance with the terms and conditions set out herein together with all Schedules and Addendums attached. The Contract Rates shall be payable as set forth in **Clause 5** (Contract Rates) and shall not be subject to change during the Contract Period. The total Contract Rates shall include:

- (a) All transport, lifting, packing, freight, handling, delivery, insurance, taxes, royalties, duties, etc., where applicable;
- (b) All ancillary cables, plugs, power adapters, all wiring at site, operating and maintenance manuals and such other parts, components or items which are necessary for the normal and efficient use of the Equipment;
- (c) All site evaluation and preparation as specified in the Transaction Schedule(s) / Order(s);
- (d) Making good and/or replacement of any damaged building structures, etc., damaged during the delivery or use and any obvious work to which express reference has not been made;
- (e) Documentation as specified in the Contract;
- (f) All training as specified in the Contract
- (g) Testing and commissioning as specified in the Contract;
- (h) Warranties as specified in the Contract; and
- (i) Provision of all Services under the Contract.

### 2.2 Ownership

The Equipment shall at all times be and remain the property of the Contractor and the Institution shall have no right, title or interest therein.

### 2.3 Use of Equipment

- 2.3.1 The Institution shall use the Equipment in a careful and proper manner and shall comply and conform to the Contractor's manual for the Equipment.
- 2.3.2 Institution will, at its expense, keep the Equipment free and clear from any liens or encumbrances of any kind.

## 3 DELIVERY

### 3.1 Delivery on Time

The Contractor shall deliver, install, and commission the Equipment to the Institution in accordance with a delivery schedule specified in the relevant Transaction Schedule or Order. If the Vendor fails to deliver, install and commission the Equipment by the delivery date(s) specified in the relevant Transaction Schedule or Order, the Institution has the right to require the Vendor to pay all damages incurred as a consequence of the delay in delivery including without limitation the disruptions cause to the Institution's operations.

### 3.2 Varying Delivery Date

Each of the Institution reserves the right, at its discretion, to vary the delivery date and/or commissioning of Equipment at no cost to the Institution provided that the delivery date and/or commissioning of Services may be brought forward ahead of schedule only upon the mutual agreement of both the Institution and the Contractor.

### 3.3 Scope of Delivery

The delivery and installation of the Equipment encompasses transporting the Equipment from outside to the Sites where the Equipment are to be installed. The scope of work of delivery includes all work necessary for delivery as specified in the Requirements. Failure to fulfill any of the scope of delivery shall be construed as non-delivery and appropriate action will be taken by the Institution in accordance with **Clause 3.10**.

### 3.4 Title and Risk

3.4.1 The Contractor shall assume and shall bear the entire risk of total loss and damage to the Equipment except where loss and damage is a direct consequence of the Institution's negligence or statutory default.

3.4.2 In the event the Equipment are damaged beyond repair by fire, natural disaster or any other event, the Contractor shall replace the machines expeditiously and use best endeavours to provide sufficient loan machines free of charge prior to the replacement with new machines.

### 3.5 Evaluation and Preparation of Delivery Site

Each Institution and the Contractor shall complete their respective site evaluation and preparation as specified in the Requirements. The Contractor shall promptly notify the Institution's Personnel in writing of any deficiency at the site of delivery and installation of the Equipment. The Institution provide the Contractor free access to the Site and to any services or facilities that may be required for purposes of delivery of the Equipment.

### 3.6 New Technology

All components of the Equipment supplied by the Contractor under the Contract shall be the most advanced model or version in the market at the time the Contract is concluded. In the event the Equipment should become obsolete or cannot be supplied if an Order is issued for it, or if there are new replacements or upgraded/improved models, the Contractor shall propose to the Institution, for the Institution's consideration, a replacement or improved model with no increase in Contract Price, that complies with Requirements and can be used by the Institution for the purposes of the Contract.

### 3.7 Installation, Testing and Commissioning

3.7.1 The Contractor warrants that it shall fully acquaint itself with the Institution's structural, electrical and other requirements shall install the Equipment without any additional charge, as directed by the Institution. The installation, testing and commissioning of the Equipment shall be conducted in accordance with the Requirements and where necessary, in the presence and to the satisfaction of, Personnel designated by and representing the Institution. Where applicable, the Contractor shall conduct all quality control testing necessary to ensure the level of quality in conformance in all respects to the Requirements.



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- 3.7.2 Delivery of the Equipment must be complete. Where the Equipment needs to be assembled, the Contractor must ensure that the Equipment is assembled on the day of delivery, failing which, the Institution reserves the right to reject the Equipment. Should an Equipment be found incomplete during commissioning, the Contractor must make good the delivery of the short supplied items seven (7) days upon notification by the Institution.
- 3.7.3 The Contractor shall obtain a receipt from the Institution for every delivery of the Equipment PROVIDED that the issue of such receipt shall not be any representation on the part of the Institution of complete delivery or of delivery in accordance with the Contract or delivery in good order and condition shall not relieve the Contractor from his responsibility to make good the delivery of short supplied items, to replace defective, discrepant or damaged Equipment.
- 3.7.4 Contractor shall test the Equipment in Singapore and satisfy himself that they are safe, functional and perform in accordance with the manufacturer's specifications before delivery of the Equipment to the Institution. Such pre-delivery test results shall remain within relevant International Electro-technical Commission ("IEC") standards and manufacturer's technical and safety specifications and shall be documented and submitted to the Institution together with the delivery of the Equipment.

### 3.8 System Interface and Integration

- (a) Where applicable, the Contractor agrees, therefore, to co-operate with and work alongside such other third party vendors' equipment and systems and their employees, contractors and agents as may be necessary in order to ensure that the Equipment works correctly together with such other equipment and systems. Regardless of the cause of any fault or issues, the Contractor shall, upon reasonable request by the Institution, co-operate with such other third party vendors as may be necessary to remedy any faults or issues with the proper performance of the Equipment or any other equipment or systems that interface with the Equipment.
- (b) The Contractor undertakes to comply with the Institution's IT policies and any relevant policies that have been extended to the Contractor by NUHS in relation to cybersecurity risks if the Equipment requires connection to the Institution's electronic medical records, any of the Institution's systems and/or connection with the internet. The Contractor will be deemed to have read and understood the Institution's IT policies.
- (c) Should any data transmitted or processed in connection with or during the use of the Equipment be either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Institution in respect of any charge levied for its transmission and any other costs charged in connection with such default.

### 3.9 Acceptance

The Institution shall not be considered to have accepted delivery of, and delivery shall not be deemed to have occurred for, any part of the Equipment until the Equipment conforms with the Requirements after successful testing and commissioning of the Equipment and the Institution or its appointed Personnel has actually inspected the Equipment and ascertained that they appear to comply with the Requirements and notifies the Contractor of the same in writing.

### 3.10 Rejection

- (a) If the Contractor fails to deliver the Equipment in accordance with the Requirements and the terms of the Contract, the Institution shall be entitled to reject the Equipment, without prejudice to its accrued rights against the Contractor for failure of or late delivery to obtain such Equipment from other sources. All additional costs in obtaining such Equipment from such alternative sources, including the Institution's administrative costs, any positive price differential for the Equipment or such generic substitute or alternatives thereto accepted by the Institution, shall be borne by the Contractor.

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- (b) In the event that part or all of the Equipment is rejected by the Institution, the Contractor shall, within two (2) working days of notification of rejection from the Institution, collect the Equipment from the Institution, failing which the Institution may dispose of such rejected Equipment as it sees fit, PROVIDED that if the Institution sells such rejected Equipment, the Institution shall not be liable for any losses of the Contractor, and shall account to the Contractor for the net proceeds of such sale after deducting all reasonable expenses incurred in connection with the sale, subject to the right of the Institution to set off any amounts owing by the Contractor to the Institution.

### 3.11 Documentation

The Equipment's Documentation is considered essential and integral to the Equipment and shall be delivered no later than the date of delivery of the Equipment. The Institution may withhold commencement of any Acceptance Test(s) until it has received such Documentation. The Contractor shall supply at no additional charge service manual update information pertaining to every item supplied for as long as the Equipment manufacturer issues such updates.

## 4 SERVICES

### 4.1 General

4.1.1 The Contractor agrees to provide to the Institution the Services related to the lease and maintenance of the Equipment as set out in the Requirement. The cost of providing the Services is deemed to be included in the Contract Rates. Such Services shall be carried out to the satisfaction of the Institution and in compliance with any relevant industry standards and all applicable legal and regulatory requirements, and without undue disruption to the business and operations of the Institution.

4.1.2 The Contractor represents and warrants that it has the requisite manpower/Personnel, equipment, materials, skills and expertise, for the satisfactory provision of the Services in accordance with the Contract, and acknowledges that the Institution relies upon this representation and warranty.

### 4.2 Training

The Contractor shall provide Service/Operator's training to the Institution's nominated Personnel at no additional cost. The Contractor shall provide one training session per equipment installed. The training shall be conducted in the English Language by the Contractor's qualified instructor(s).

### 4.3 Maintenance and Repair of Equipment

4.3.1 The Contractor shall ensure that the maintenance of the Equipment (hardware and software) as specified in the Requirements is carried out in accordance with the manufacturer's specifications. Preventive maintenance will be carried out on the agreed dates and times specified in relevant Transaction Schedule(s) / Order(s). The Contractor shall provide monthly reports on the comprehensive maintenance carried out on the Equipment as specified in the relevant Transaction Schedule(s) / Order(s).

4.3.2 The Contractor's response to Equipment malfunctions shall be by telephone and/or on-site if the malfunction cannot be resolved over the telephone within the time specified in Requirements. The Contractor shall, at its own cost and expense, keep the Equipment in good repair and working order and shall promptly repair any damaged item of Equipment and furnish and, or replace any and all spare part(s), mechanisms and devices required.

4.3.3 The Contractor shall provide direct support at the Sites. All Transaction Schedules are signed directly with Contractor and Institution and no other third party finance company is required.

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4.3.4 The Contractor will provide free upgrades of the current proposed models of the Equipment should newer models be launched within the first year of the date of the relevant Transaction Schedule Contract or Order.

### 4.3.5 Performance Monitoring

During the Contract Period, the effectiveness of the Contractor in maintaining the Equipment shall be monitored by key performance indicators ("KPIs") set out in the Requirements. In any given month, if the Contractor fails to meet the KPIs for maintenance, the Institution shall have the right to claim from the Contractor or to deduct from the Contract Price, as and for, liquidated damages (and not as a penalty), a sum to be calculated at the rates specified in the Requirements for each month or part thereof that the failure continues.

### 4.3.6 Relocation of Equipment

Upon prior written notice, Institution may require Contractor to remove and relocate Equipment to any location within Singapore. Unless otherwise specified in the Requirements and/or Transaction Schedules and/or Orders, the Contractor shall bear all additional costs (including any administrative fees, additional taxes and insurance coverage) of removing and relocating Equipment within the Institution's Sites during the Term of the Contract.

## 5 CONTRACT RATES

### 5.1 Rent

5.1.1 In consideration of the Contractor's agreement to lease the Equipment specified in relevant Transaction Schedules or Orders, each of the Institution shall pay to the Contractor the fixed monthly rent ("Rent") specified in the relevant Transaction Schedules or Orders in advance on the first day of each month throughout the term of the Lease at the address specified in Contractor's invoice. Rent for a partial period shall be prorated. Rent shall be due and payable within sixty (60) days following the receipt of the Contractor's invoice.

5.1.2 The Rent shall be inclusive of rental charges, comprehensive maintenance and all consumables as specified in **Schedule 3** and, or the Transaction Schedules or Orders. During the first five years from the Effective Date of the Contract, the Contractor will provide the lease of future Equipment at the same prices specified in this **Schedule 3** and, or the Transaction Schedules or Orders for the same models or all newer models of equivalent specifications that replace the current proposed models or models that are of equivalent specifications regardless of the number of units.

### 5.2 Copy Charges

The copy charges ("Copy Charges") for the amount of copies made during the use and operation of the Equipment shall be paid at the fixed rate per copy as specified in **Schedule 3** and, or the Transaction Schedules or Orders provided that the Institution shall not be obliged to pay the Copy Charges unless the Contractor's invoice is accompanied by the Contractor's monthly meter reading report. Copy Charges shall be due and payable within sixty (60) days of receipt of the Contractor's invoice.

### 5.3 Mode of Payment

Rent and Copy Charges made by the Institution to the Contractor may be effected by way of GIRO, cheque, banker's draft, cashier's order or such other means as the Institution may notify the Contractor in writing from time to time. Where payment of any amount by the Institution is made by GIRO, the amount shall be deemed to be paid to the Contractor when such amount has been deducted from the relevant GIRO account of the Institution.

### 5.4 Goods and Services Tax

The Contract Rates specified in **Schedule 3** and, or the Transaction Schedules or Orders exclude GST payable on the Rent and Copy Charges which shall be borne by the Institution. Any withholding tax and other tax would be borne by the Contractor.

### 5.5 Right of Set Off

In making payment the Institution shall have the right to set off against any amounts which may be owing to the Institution from the Contractor.

## 6 REPRESENTATIONS AND WARRANTIES

### 6.1 Contractor's Representations and Warranties

The Contractor represents and warrants to the Institution and acknowledges that the Institution is relying thereon as follows:

- (a) All Equipment shall be new and unused (i.e. not second-hand, re-conditioned, refurbished, or used items) and shall conform in all respects with the Requirements and with related Documentation, unless specified otherwise in the Requirements.
- (b) All Equipment shall in all respects (including the design, manufacture, processing, storage and testing thereof) comply with all legal, regulatory and health and safety requirements, and will meet all relevant industry standards, including standards applicable to the Equipment.
- (c) Contractor and Equipment shall have received all applicable licences, consents, permits, authorisations and approvals as may be necessary including all and any government authorization or certification and/or export and import licences (and renewals of the same) as may be necessary for the lease of the Equipment from time to time. In the event of a change in legal or regulatory requirements during the course of the lease of the Equipment under the Contract, the Contractor undertakes to take all necessary actions for complying with any such change, at its own expense.
- (d) Equipment shall operate in accordance with the relevant manufacturer's and technical specifications with the International Electro-technical Commission ("IEC") standards and shall be documented and submitted to the Institution together with the delivery of the Equipment.
- (e) Equipment and/or parts thereof shall conform to all relevant, Singapore laws, International Standards and Code of Practice and all relevant industry standards including standards applicable to the Equipment currently in force.
- (f) Equipment shall perform in compliance with the specifications contained in the Operating Instructions/Manual including but not limited to capability of carrying out the functions of photocopying, scanning, printing and faxing.
- (g) Where applicable, all parts of the Equipment installed by the Contractor do not contain any unauthorised code, virus, Trojan horse, worm or other software code, routine or software components designed to permit unauthorised access, disable, erase, or otherwise harm, impede Institution's use of the Equipment or any other of the Institution's systems.
- (h) All Equipment or any part thereof do not and will not infringe the Intellectual Property Rights of any person and the Contractor shall, where applicable, a worldwide, perpetual, non-exclusive licence to use all intellectual property owned by or licensed to the Contractor that are necessary for the provision/use of the Equipment has been obtained for and granted to the Institution, free of any additional charge.

- (i) Contractor will not disturb Institution's quiet and peaceful possession and unrestricted use of the Equipment provided that Institution is not in breach.
- (j) Contractor's employees, agents have the necessary skill, expertise and experience.
- (k) Contractor's Services will be performed in a workmanlike and professional manner.
- (l) Services will be free of defects in material and workmanship.
- (m) The Contractor guarantees, on completion of the installation of the Equipment, that the Equipment is free from any defects and is completely safe for use and operation as specified in **Schedule 12** and (where applicable) fully integrated and efficiently operable in combination with other equipment and systems used by the Institution.
- (n) The Contractor has full power and authority to enter into and perform the Contract, and the Contract constitutes a valid and binding obligation on the Contractor and does not conflict with any other agreement or obligation by which the Contractor is bound.
- (o) All representations, warranties, confirmations, and statements set out in the Proposal/quotation and in the Contract shall remain true and accurate in their entirety during the Contract Period.
- (p) The execution of the Contract and delivery of the Equipment and the performance of its obligations under the Contract will not result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body by which it is bound.
- (q) The signatories for and on behalf of the Contractor are authorised and fully empowered to execute the Contract on the Contractor's behalf.

For the avoidance of doubt, the Contractor shall be liable to compensate the Institution for any non-compliance with this **Clause 6.1**.

### 6.2 Replacement Equipment

If, in the reasonable opinion of the Institution, the Contractor is unable to carry out the repairs and/or replacement of any parts, or is unlikely to be able to restore the Equipment to satisfactory working condition or to replace the Equipment and or its parts in accordance with the Requirements the Institution has the sole discretion but shall not be obliged to agree to some later period provided any variation of the Requirements shall be made in accordance with Clause 9.10 herein.

### 6.3 Withdrawn Equipment

If at any time during the Contract Period, the Equipment is determined to be hazardous to health and/or withdrawn from supply (voluntarily or otherwise) and/or brought under investigation in any jurisdiction ("**Withdrawn Equipment**"), , the Institution may cancel the lease of any Withdrawn Equipment without being thereby liable for any costs or to compensate the Contractor. The Contractor shall at its own expense, collect and remove all Withdrawn Equipment from the Institution's Premises and provide the Institution with a full refund of the any Rent paid in advance.

### 6.4 Removal of Data Before Disposal of Equipment

The Contractor warrants to the Institution and acknowledges that the Institution is relying on the Contractor to ensure that upon expiry or earlier termination of the Contract Period, before any removal of Equipment is carried out, the Contractor shall delete, destroy and remove all data and/or Personal Data stored within the Equipment software.

### 7 INDEMNITY

#### 7.1 Indemnity

7.1.1 The Contractor shall indemnify, defend and hold harmless the NUHS and, or the Institution, its employees, officers, professionals, departments, patients, visitors, contractors, and agents, against all or any liability, loss, claims, proceedings, actions, damages, costs, expenses (including court costs and fees of solicitors) on a full indemnity basis in respect of damage to any property or loss or corruption of data or personal injury to any person or death of any person, which may occur or arise due to the:

- (a) use or operation of the Equipment, or any part or unit thereof;
- (b) faulty workmanship or the use of sub-standard materials in the manufacture of the Equipment, or any part or unit thereof;
- (c) defective design of the Equipment;
- (d) malfunction of the Equipment; or
- (e) breach, acts, omissions or negligence of the Contractor, its employees, contractors or agents during the performance of the Contract.

7.1.2 The Contractor shall indemnify, defend and hold harmless NUHS and, or the Institution against all or any liability, loss, claims, proceedings, actions, damages, costs, expenses (including court costs and fees of solicitors) on a full indemnity basis, which may arise out of, or in consequence of:

- (a) the supply, installation and/or commissioning of the Equipment;
- (b) the late or purported supply, installation and/or commissioning of the Equipment;
- (c) the performance or non-performance by the Contractor of its obligations under the Contract;
- (d) infringement of third party's intellectual property;
- (e) fraud or fraudulent misrepresentation;
- (f) financial loss arising from any advice given or omitted to be given by the Contractor;
- (g) criminal acts of the Contractor, its employees, servants and agents; or
- (h) any other breach, loss or damage which is caused directly or indirectly by any act, omission or negligence of the Contractor, its employees, servants and agents.

7.1.3 The Contractor shall indemnify NUHS and, or the Institution, and NUHS and, or the Institution's servants, agents, employees, officers and departments against any claims by any workmen, employee or agent or subcontractor or any workmen, employee or agent of such sub-contractor of the Contractor for any personal injury and/or death suffered in connection with the performance of the Contract including but not limited to payment under the Workmen's Compensation Act (Cap. 354) and for any costs, charges or expenses incurred in respect thereof.

7.1.4 The Contractor shall not enter into any settlement, agreement, arrangement or compromise that would have a material or adverse effect on NUHS and, or the Institution without NUHS and, or the Institution's prior written consent.

### 8 TERM AND TERMINATION

#### 8.1 Contract Period & Extension

The Contract shall take effect from Effective Date and shall continue in force until the expiry date specified in all the Transaction Schedules or the Orders or the prior termination under **Clause 8.4** hereof whichever is earlier.

#### 8.2 Transaction Schedule

Each Transaction Schedule shall be for a period of no longer than Five (5) years and be issued no later than Five (5) years from the Effective Date PROVIDED ALWAYS that the Contractor

## MASTER TERMS AND CONDITIONS FOR THE LEASE OF EQUIPMENT

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may extend the Expiry Date of all or any of the Transaction Schedules or Orders on a month-to-month basis for up to twelve months at the same Rent and Copy Charges upon written request of the Institution.

### 8.3 Surrender

Unless specified otherwise in the Requirements and upon the expiration or earlier termination of the Contract, the Institution shall return and the Contractor shall remove the Equipment from the Institution's Sites at the Contractor's full cost and expense.

### 8.4 No Fault Termination / Suspension

8.4.1 Any one or more of the Institutions may terminate their Transaction Schedule(s) or cancel their Order(s) or reduce the scope therein at any time without cause by giving the Contractor not less than six (6) weeks prior written notice. No compensation, monetary or otherwise shall be payable to the Contractor in such event. Upon termination of the Contract by the Institution in accordance with this Clause, the Contractor shall:

- (a) be entitled to payment for all Equipment delivered and accepted up to and including the final day of the six (6) weeks' notice period, provided always that all terms and conditions of the Contract and, or Transaction Schedules/Orders have in the opinion of the Institution been duly and faithfully observed by the Contractor; and
- (b) forthwith deliver to the Institution all Equipment prepared in connection with the Contract and, or Transaction Schedules/ Orders (if any) which have been agreed upon prior thereto up to and including the final day of the six (6) weeks' notice period.

8.4.2 For the avoidance of doubt, termination of the Transaction Schedules / Orders by an Institution would not impact the Transaction Schedules / Orders of the other Institutions and/or the Contract.

8.4.3 NUHS may also terminate the Master Contract at any time without cause by giving the Contractor not less than six (6) weeks' prior written notice resulting in the termination of all the Institutions' Transaction Schedules / Orders.

### 8.5 Termination by Default

8.5.1 The Institution may, unless such termination is prohibited by written law, without prejudice to any other rights it may have, by written notice terminate their Transaction Schedules/ Orders immediately and without liability of the Institution for compensation or damages if:

- (a) the Contractor delivers any Equipment and/or provides Service which are defective and unsafe for use or does not conform with the Institution's user requirements or which Services are inadequate and fails to rectify such defect, non-conformity or inadequacy within thirty (30) days after being given notice by the Institution to do so;
- (a) the Contractor fails to comply in any material respects with the Contract and shall fail to remedy such breach (if capable of remedy) within thirty (30) days after being given notice by the Institution to do so; and
- (b) any circumstances arise which give reasonable grounds in the Institution's opinion for its belief that the Contractor has or may become incapable of performing any of its obligations under the Contract.

8.5.2 In the event of termination under **Clause 8.4.1**, the Contractor shall refund and repay to the Institution any advance payment received from the Institution without prejudice to the Institution's right to claim compensation for increased costs in leasing or obtaining the Equipment and/or Services from other sources, and for any loss, expense or damage suffered or incurred by the Institution.

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- 8.5.3 Commencing upon notice to the Contractor of expiration or termination of the Contract by the Institution and continuing through the effective date of expiration or termination, the Contractor will provide to the Institution reasonable termination assistance requested by the Institution to allow the use of Equipment and/or Services without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of the Contract as desired by the Institution. If requested by the Institution, the Contractor will reasonably cooperate with a third (3rd) party contractor in connection with the preparation and implementation of a transition plan by such third (3rd) party or the Institution upon the termination or expiration of the Contract.

## 9 GENERAL

### 9.1 Insurance

- 9.1.1 The Contractor shall take out at its own expense with a reputable insurance company, a policy or policies of insurance with adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, indemnifying NUHS and, or the Institution from all liabilities arising under the Contract, which includes but is not limited to:
- (a) personal injury or death;
  - (b) loss or damage to property and against loss or damage suffered or incurred by the Institution by fire and such other perils as the Institution may require; and
  - (c) product liability;
  - (d) liabilities to third parties arising from the Contractor's performance or non-performance of the Services;
  - (e) Contractor's liability as an employer in respect of claims by any and every workman or employee whether such liability arises from the Work Injury Compensation Act or otherwise.
- 9.1.2 Such insurance shall be maintained for the duration of the Contract Period (the "Insured Period") and shall to the extent of the liabilities assumed by the Contractor under the Contract, include the Institutions as additional assureds.
- 9.1.3 Throughout the Insured Period, the Contractor shall make payment for all necessary premiums from time to time by the day on which the same ought to be paid and shall not cause the said policies to be invalidated or diminished in their purpose, and shall, if the Institution so directs, deposit with the Institution the receipts in respect of the payment of such premiums.
- 9.1.4 The Contractor shall cause the insurance policies stipulated in this **Clause 9.1** to contain a "Severability of Interests" (Cross Liability) clause which states that, in the event of one insured party incurring liability to any of the other insured parties, the insurance shall apply for the benefit of the party against whom the claim is or may be made in the same manner as if separate policies had been issued to each party.
- 9.1.5 Upon the Effective Date and upon the renewal of any insurance policy required by **Clause 9.1.1**, the Contractor shall provide to the Institution a copy of any policy taken out by the Contractor in compliance with this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place.
- 9.1.6 All insurances required under this Clause 9.1, or material changes to these insurances, shall be endorsed by the Institution to provide that underwriters waive any rights of recourse, including in particular subrogation rights against the Institution and its Affiliates to the extent of the liabilities assumed by the Contractor under the Contract and the Institution Contract(s).
- 9.1.7 If any default is made by the Contractor in complying with the terms of the Contract, the Institution may, without prejudice to any other remedy available to the Institution for breach of any terms of the Contract:



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- (a) withhold all payments which would otherwise be due to the Contractor under the Contract and out of such money so withheld satisfy any claim by workmen or employees that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance, and/or
  - (b) pay such premiums as may have become due and remain unpaid and deduct the amount of such premiums from any money due or becoming due to the Contractor.
- 9.1.8 The provision of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability in relation to the Contract
- 9.1.9 Nothing in this Clause shall be construed to take away or to waive or in any manner to modify the right of the Institution to be indemnified by the Contractor in respect of all claims, costs and other expenses whatsoever which, by reason of the Contractor's default or otherwise, may become payable by the Institution.
- 9.1.10 For the avoidance of doubt, references to "Institution" in this Clause 9.1 shall include NUHS.

### **9.2 Security Deposit / Banker's Guarantee**

- 9.2.1 Nuhs and/ or the Institution shall have the option to require the Contractor, for the due and faithful performance of the Contract and the fulfilment of the Contractor's obligations hereunder, to lodge with the Institution a security deposit in the form of an on demand Banker's Guarantee or such forms of security (in such form as prescribed by NUHS and/or the Institution) equivalent to ten percent (10%) of the Contract Price ("Security Deposit").
- 9.2.2 the Institution shall be entitled to utilise and make payments out of or deductions from the Security Deposit in accordance with the Contract.
- 9.2.3 In the event that the Security Deposit provided for in **Clause 9.2.1** is inadequate to fully indemnify or compensate NUHS and/or the Institution for any loss, liability, cost, expenses or damage incurred or suffered by NUHS and/or the Institution as aforesaid, the Contractor shall, forthwith on demand by or on behalf of NUHS and/or the Institution, pay to NUHS and/ or the Institution all losses, liabilities, costs, expenses (including without limitation, legal fees on a solicitor and own client basis) and/or damages as may be incurred or suffered by NUHS and/or the Institution to the extent to which the Security Deposit proves inadequate.
- 9.2.4 If, at any time, by virtue of the deduction by NUHS and/or the Institution in accordance with **Clause 9.2.2**, the Security Deposit falls below the amount stipulated in **Clause 9.2.1**, the Contractor shall, forthwith on demand by NUHS and/or the Institution, top up the Security Deposit by paying the amount of the shortfall or furnishing an on demand Banker's Guarantee on terms acceptable to NUHS and/or the Institution for the same.
- 9.2.5 The Security Deposit shall be refunded without interest to the Contractor with the remaining value after any payments and/or deductions as provided in **Clause 9.2.1**, and after the Transaction Schedules /Orders have expired or has been terminated PROVIDED ALWAYS that the Contractor has performed the Contract to the satisfaction of NUHS and/or the Institution.

### **9.3 Deed of Guarantee and Indemnity from Contractor's Parent Company**

- 9.3.1 NUHS and, or the Institution shall have the option to require the Contractor, for the due and faithful performance of the Contract and the fulfilment of the Contractor's obligations hereunder, to obtain the Contractor's parent company's execution of a Deed of Guarantee and Indemnity in favour of NUHS and/or the Institution, in a form to be determined at the discretion of NUHS and/or the Institution.

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9.3.2 If the Contractor's parent company is registered overseas, NUHS and/or the Institution shall have the option to require the Contractor to procure, upon written request and at the Contractor's own cost and expense, a legal opinion from a reputable law firm(s) determined by NUHS and /or the Institution, confirming the enforceability of the Deed of Guarantee and Indemnity against the Contractor's parent company in the country which it is registered.

### 9.4 Audit

9.4.1 If required by NUHS and/or the Institution and where appropriate, the Contractor shall allow NUHS and/or the Institution to conduct periodic audits at all locations and premises in which the Contractor (and its sub-contractor(s) (if applicable)) performs its obligations under the Contract to ensure that there are proper controls and compliance with the Contract and to monitor the performance of the Contractor's obligations under the Contract, to satisfy itself as to the status and quality of the Services. Audits may be conducted by NUHS and/or the Institution or by a third party appointed by NUHS and/or the Institution ("**Audit Representative**"). The Contractor (and its sub-contractor(s) (if applicable)) shall cooperate with and provide support, information and assistance to NUHS and/or the Institution and/or its Audit Representative for the purpose of such audits. The Contractor (and its sub-contractor (if applicable)) shall provide all support necessary for the conduct of the audits at no additional cost to NUHS and/or the Institution.

9.4.2 Without prejudice to the foregoing, NUHS and/or the Institution may conduct surprise spot checks on any locations and premises in which the Contractor (and its sub-contractor(s) (if applicable)) is performing or has performed obligations under the Contract for the purpose of such audits.

9.4.3 Notwithstanding Clause 9.11, should NUHS and/or the Institution consent in writing for the Contractor to sub-contract its rights and obligations, then the Contractor shall ensure its sub-contractor(s) comply with Clause 9.4.1 and 9.4.2 above and cooperate with NUHS and/or the Institution at all times. The Contractor shall include a clause in its contract with its sub-contractor(s) to allow the audits and spot checks on the sub-contractor(s) by the NUHS and/or the Institution.

### 9.5 Force Majeure

9.5.1 Neither Party shall be liable for any failure or delay to comply with their obligations under the Contract where such failure is caused solely and directly by a Force Majeure Event provided that the Party relying on the Force Majeure Event ("**Notifying Party**") shall notify the other Party within twenty-one (21) days from the commencement of the event relied upon by the Notifying Party for its failure to comply with its obligations.

9.5.2 The Notifying Party shall, subject to their obligations herein set out, for the duration of such Force Majeure Event, be relieved of any obligation under the Contract but only to the extent that the same is directly prevented or delayed by such Force Majeure Event. The provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by such Force Majeure Event. Where the Notifying Party is the Contractor, the Contractor shall use its best endeavours at all times to satisfy its obligations to the Institution whether in whole or in part, notwithstanding the occurrence and/or continuation of any Force Majeure event.

9.5.3 If such Force Majeure Event persists for more than six (6) weeks, the Institution may terminate the Contract by serving a one (1) weeks' notice in writing. Upon termination of the Contract by the Institution, neither Party shall be liable to the other save that the Institution shall pay the Contractor the price of the Services supplied and accepted by the Institution up to and including the date of termination.

9.5.4 The Institution shall not be liable for any loss or inconvenience suffered by the Contractor arising from any Force Majeure Event or the termination of the Contract as a result of such Force Majeure Event.

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### 9.6 Notices

9.6.1 Except as otherwise provided in the Contract, notices which are required to be given in or under the Contract shall be in writing (unless expressly stated otherwise). Notices may be sent by electronic mail to the electronic mail address as the Party to be served may have notified the other Party of, or by hand or pre-paid AR Registered post to the address of the Parties as specified below or to such other address as the Party may later specify.

If to NUHS:

Address as stated in Schedule 1

If to Contractor:

Address as stated in Schedule 1

9.6.2 Provided that where the notice involves a termination or alleged breach of the Contract, then such notice shall be sent by hand or by AR Registered Post and properly addressed to the addresses of the Parties as set out above, and also communicated by telephone as promptly as possible.

9.6.3 Every notice or communication so sent shall be deemed to have been properly served and validly made, if by hand when delivered to the recipient's address; and if sent by AR Registered post, two (2) business days after posting if posted to an address within Singapore, notwithstanding the fact that the notice may be returned by the Post Office undelivered; and if sent by electronic mail, shall be deemed received at the same time when it is dispatched, provided no error message is generated by the transmitting device.

### 9.7 Governing Law

The Contract shall be governed by and construed in accordance with the laws of Singapore.

### 9.8 Dispute Resolution

9.8.1 In the event of any dispute between the Parties in connection with the Contract, any Party may request in writing to the other Party to meet within fourteen (14) days to resolve the dispute, within thirty (30) days of the first meeting or such other time as may be agreed between the Parties, in good faith without recourse to legal proceedings.

9.8.2 If the dispute, claim, question, disagreement or difference is not settled in accordance with **Clause 9.7.1** above, Parties shall use reasonable efforts to resolve the same through mediation at the Singapore Mediation Centre and its rules and procedures shall apply accordingly. Either Party can serve a notice for mediation to the other and the Party who receives a notice for mediation shall consent and participate in the mediation process as aforementioned. Failure to comply with this Clause shall be deemed a breach of Contract.

9.8.3 If no agreement is reached between the Parties thereafter within thirty (30) days from the commencement date of mediation process, the Parties hereby agree that the disputes shall be referred to and finally resolved by exclusive jurisdiction of the Courts of the Republic of Singapore.

9.8.4 For the avoidance of doubt, it is agreed that nothing in this Clause shall prevent a Party from seeking urgent equitable relief that is necessary to protect the rights or property of that Party from an appropriate Court having jurisdiction without waiving any other remedies under the Contract prior to the commencement of any dispute resolution proceedings hereunder.

9.8.5 The commencement of any mediation or litigation proceedings shall in no way affect the continual performance of the obligations of the Contractor under the Contract, except in so far as such obligations relate to the subject matter of such proceedings.

9.8.6 Parties shall keep the dispute resolution proceedings and all information, documents, evidence and all matters relating thereto confidential in accordance with **Clause 9.12**.

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### 9.9 Statutory Obligations, Compliance with Law, and Requirements of Workers

- 9.9.1 Save for NUHS' and the Institution's Affiliates, any person who is not a party to the Contract shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce the Contract or any of its terms.
- 9.9.2 The Contractor shall not offer or give, or agree to give, to NUHS and/or the Institution or any other public body or any person employed by or on behalf of NUHS and/or the Institution any gift or consideration of any kind or any favour as an inducement or reward in relation to the obtaining or execution of the Contract. NUHS and/or the Institution may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination if so.
- 9.9.3 The Contractor undertakes that all the Workers shall, in performing their duties in relation to the Contract (whether on the Institution's premises or otherwise), observe the security and safety requirements of the Institution and comply with such instructions or rules and regulations as may be issued by the Institution from time to time.

### 9.10 Amendments

- 9.10.1 No amendment, change or modification of the Contract shall be valid unless it is in writing and signed by the relevant parties as described in **Clause 9.10.3** each Party.
- 9.10.2 Without prejudice to the generality of **Clause 9.10.1**, the Contractor shall not supply any upgraded or improved models or variants in substitution of the Equipment, or vary the Contract Rates, without the prior agreement in writing of the Institution.
- 9.10.3 Future amendments or variations to the Contract shall be executed directly by NUHS as agent for the Institutions with the Contractor by the entering into of an addendum by the authorized Personnel of NUHS and the Contractor, substantially in the format provided in Schedule 5 herein.
- 9.10.4 Future amendments or variations to the Transaction Schedules or Orders shall be executed directly by the Institutions' authorised Personnel with the Contractor by the entering into of an addendum by the Institutions' authorized Personnel and the Contractor, substantially in the format provided in Schedule 4A herein.
- 9.10.5 **Clause 9.10.3** imposes no obligation on NUHS, the relevant Institution or the Contractor to verify if the other's Personnel is duly authorised to agree to any amendments or variations to the Contract.

### 9.11 No Sub-Contracting and Assignment

- 9.11.1 The rights and obligations arising out of the Contract shall not be assignable or transferable by the Contractor or sub-contracted to any third party without the prior written consent of NUHS and the Institution(s) respectively.
- 9.11.2 Notwithstanding that any obligation is sub-contracted, the Contractor shall remain solely and personally responsible at all times for the due observance by such sub-contractors of all the terms and conditions of the Contract, and shall be liable for any act or omission by any sub-contractor that constitutes or may constitute a breach, repudiation, default or failure to comply with any of the terms and conditions of the Contract, whether total or partial. The Contractor shall indemnify the Institution against all and any losses, expenses, costs (including legal costs), damages, liabilities, proceedings or claims arising therefrom.

### 9.12 Independent Contractor / No Partnership

The Parties are independent contractors. Save as expressly provided in the Contract or by express agreement in writing between the Parties, nothing in the Contract shall be deemed to constitute a partnership between the Parties or constitute any Party the employee, agent,

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partner or legal representative of the other Party for any purpose or otherwise entitle either Party to have any right, power or authority to create any obligation or responsibility of any kind, express or implied on behalf of the other. Further, the Parties agree that neither Party has the right to bind or commit the other Party for any purpose in any way whatsoever or control any activity of the other Party outside the terms of the Contract.

### 9.13 Confidentiality

9.13.1 The Contractor shall keep confidential and not disclose to any third party any information in respect of, arising from or in connection with the terms, conditions and provisions of the Contract or arising from its performance of the Contract and all correspondence and discussions between the Parties in relation to the Contract ("**Confidential Information**") unless the disclosure is required by law, regulation or directive of the law enforcement organisations or made with the prior written consent of the Institution.

9.13.2 The Contractor hereby agrees that it shall:

- (a) not use any Confidential Information for any purpose other than the purposes for which it is intended, pursuant to and in accordance with the terms of the Contract;
- (b) procure the compliance of the Contractor's Personnel with the confidentiality obligations herein; and
- (c) ensure that any employee, servant or agent of the Contractor's subcontractor (if any) comply with the confidentiality obligations herein.

9.13.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to NUHS, the Institution or the Contract or any part of the obligations to be performed under the Contract in any media without the prior written consent of the Institution.

9.13.4 The Contractor's confidentiality obligations under this Clause shall survive the expiry or termination of the Contract for a period of five years, save for the obligations in relation to Personal Data (where applicable), including but not limited to patient information, which shall remain confidential for the duration contemplated by the PDPA.

9.13.5 The Institution may in its sole discretion share the Contract (and its contents) with any party as it wishes or as it deems suitable or relevant, including but not limited to, its Affiliates, the Institution's and Affiliates' internal or external professional advisors and auditors, the Institution's procurement agent (i.e. ALPS Pte. Ltd.), any regulatory bodies and government agencies.

9.13.6 For avoidance of doubt, references to the Institution in this Clause includes a reference to the NUHS and Institution's Affiliates.

### 9.14 Personal Data

9.14.1 Where the Contractor receives or has access to any Personal Data from NUHS and, or the Institution or is handling such Personal data, it shall ensure that it fully complies with the provisions of the PDPA. The Contractor shall indemnify NUHS and, or the Institution for any breach of the PDPA, which renders NUHS and, or the Institution liable for any fines, costs, claims or expenses.

9.14.2 The Contractor further agrees to and undertakes that when dealing with NUHS and, or the Institution's data:

- (a) comply with any policies, guidelines, circulars or notices relating to Personal Data ("**PDPA Documentation**"), which NUHS and, or the Institution may from time to time issue or notify the Contractor, and ensure that its Personnel handling Personal Data are kept apprised

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of the PDPA Documentation, and that they perform their duties in a manner consistent with the PDPA Documentation and not cause NUHS and, or the Institution to be in breach of the same;

- (b) not sub-contract with third party service providers and allow sub-contractors access to NUHS's and, or the Institution's Personal Data without the prior written consent of NUHS and, or the Institution. Upon NUHS's and, or the Institution's approval, and to the extent that Contractor sub-contracts its obligations the Contractor shall ensure that the PDPA obligations herein are incorporated into any contract or arrangement that the Contractor may have with the sub-contractor and ensure that the sub-contractor shall comply with the same; and
- (c) put in place appropriate policies and processes relating to data privacy and protection, IT security, data breach and incident reporting, and will be responsible for ensuring that its Personnel handling NUHS's and, or the Institution's Personal Data are familiar with, complies and adheres to the Contractor's policies and processes. The Contractor shall make available to NUHS and, or the Institution any such policies and/ or information on its processes when requested

9.14.3 In the event of a Data Breach has occurred ("**Incident**"), the Contractor shall:

- (a) immediately notify NUHS and, or the Institution in writing, full particulars of the Incident and take all necessary steps to remedy the Incident and prevent its reoccurrence;
- (b) keep NUHS and, or the Institution fully informed on all steps taken in remedying the Incident by providing written reports to NTFGH or when such reports are requested by NUHS and, or the Institution; and
- (c) cooperate and provide all necessary assistance to NUHS and, or the Institution in the investigation of the Incident, provide access to all information related to the Incident and will take all necessary actions as NUHS and, or the Institution may require in managing the Incident.

9.14.4 Notwithstanding anything stated above, NUHS and, or the Institution reserves the right and the Contractor shall permit NUHS and, or the Institution to appoint a qualified, independent third party to conduct audits and inspections of the Contractor's premises, systems, processes, documentation, records (electronic and physical) to ensure that the collection, use, disclosure, retention and processing of the Personal Data by the Contractor is in compliance with the requirements of the PDPA and the obligations stated herein. The Contractor shall render all necessary assistance to NUHS and, or the Institution for the purposes of such audits and inspections and will take the necessary remedial actions in a timely manner for audit action items or any non-compliance findings by NUHS and, or the Institution.

9.14.5 A reference to the Institution in this **Clause 9.14** includes a reference to the Institution's Institution's Affiliates.

### **9.15 European Union General Data Protection Regulation (GDPR)**

9.15.1 The Contractor shall be bound by the obligations of the GDPR and must take appropriate measures to comply with the GDPR if any one or more of the circumstances stated below are applicable to the Contractor:

- (a) If the Contractor has an establishment in the Union and is processing Personal Data of data subjects received or accessed from the Institution either in the Union or elsewhere.
- (b) If the Contractor is providing processing services to data controllers in the Union regardless of whether the processing takes place in the Union or not.
- (c) If the Contractor is offering goods or services to data subjects in the Union or monitors the behaviour of data subjects within the Union.

For the purpose of this Clause 9.15, the following words and expressions shall have the meaning assigned hereunder and will only be applicable to the interpretation of this Clause 9.15:

“data controller” means any person or entity which determines the purposes and means of processing Personal Data in its control or possession.

“data subject” means the individual to whom Personal Data relates.

“establishment” is the place where the processing activities takes place.

“GDPR” means the European Union General Data Protection Regulations.

“processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Union” means the European Union, the European Economic Area and their member states.

9.15.2 NUHS and the Institutions reserves the right to procure from the Contractor further undertakings or implement a separate data processing or data transfer agreements with respect to the compliance of the GDPR if necessary, and the Contractor shall fully comply with the NUHS and Institutions for the procurement of such undertakings or agreements.

9.15.3 The Contractor shall solely be responsible for any non-compliance or breaches of the GDPR and shall fully indemnify NUHS and the Institution (including the Institution’s servants, agents, employees, officers and departments) against any fines, losses, damages, actions, proceedings, liabilities costs, claims and expenses (including legal costs) suffered by NUHS and the Institutions.

### **9.16 Use of Name**

Except as may be necessary for either party to carry out its obligations under the Contract, neither party shall under any circumstances whatsoever use the other party's name, trade names, trademarks, service marks, logos, or other symbols or other source identifying devices, or combinations or variations thereof, or the name of any employee of either party, in any public announcement, news release, advertising, or promotional literature, without first obtaining the written consent and approval of the other party.

### **9.17 Severance**

The illegality, invalidity, unenforceability of any provision of the Contract shall not affect the legality, validity and enforceability of any other provisions.

### **9.18 Survival**

The provisions of the Contract that are contemplated to be enforceable after the termination or expiry of the Contract shall survive the termination or expiry of the Contract.

### **9.19 Waiver**

The failure or delay by either Party at any time to enforce any provision of the Contract shall not be construed as a waiver of such provision or any other provision hereof. A waiver shall not be effective unless it is in writing.

### **9.20 Reliance**

The Contractor accepts that NUHS and the Institution, inter-alia, relies on the judgment and skills of the Contractor for any and all of the Services to be performed and on the skill and judgment of the Contractor in the design, description and manufacturing, quality, reliability, function, safety, suitability and performance of the Equipment to be provided.

### **9.21 Reasonableness**

Both Parties agree that the clauses in the Contract are reasonable. In construing the clauses herein, the clauses shall not be construed contra proferentum against NUHS and/or the Institution.

### **9.22 Language**

All business relating to the Contract, both written and verbal, shall be conducted in the English Language.

### **9.23 Entire Agreement & Counterparts**

9.23.1 The Contract may be executed in one (1) or more counterparts by the duly authorised Personnel of the Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Contract provided that the Contract shall be of no force and effect until the counterparts are exchanged.

9.23.2 The Contract and any counterparts may be executed and delivered electronically by emailed portable document format (PDF) document (or other mutually agreeable document format) and such electronic version shall be treated as an original

9.23.3 The Parties expressly acknowledge that they have read the Contract and understood its provisions. Parties agree that the Contract constitutes the entire agreement between them with respect to the subject matter of the Contract and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the Parties prior to the Contract in respect of the matters dealt with in it.

### **9.24 Paramount Obligation**

The Contractor acknowledges that NUHS and the Institution has a paramount obligation to comply with the directives of the relevant authorities, to discharge its duties with regard to public healthcare and to act at all times in the interest and welfare of its patients. NUHS and the Institution shall not be required or obliged under the Contract to act in any manner contrary to such paramount obligation.

*(The rest of this page has been left blank intentionally)*



**MASTER TERMS AND CONDITIONS FOR THE LEASE OF EQUIPMENT**

**SCHEDULE 1**

**LIST OF INSTITUTIONS AND THE CONTRACTOR**

*[This schedule will set out the names of and contact details of the Parties.]*

<b>INSTITUTIONS' AGENT:</b>	<b>Name:</b> UEN: Address:  Name of Authorised Representative: Email: Phone: Mobile (if any):
<b>CONTRACTOR:</b>	<b>Name:</b> UEN: Address: Name of Authorised Representative: Email: Phone: Mobile (if any):

NO.	INSTITUTION & ITS AUTHORISED REPRESENTATIVE	CONTRACTOR'S AUTHORISED REPRESENTATIVE
<b>1.</b>	<b>Name:</b> UEN: Address:  Name of Authorised Representative: Email: Phone: Mobile (if any):	Name of Authorised Representative: Email: Phone: Mobile (if any):
<b>2.</b>	<b>Name:</b> UEN: Address:  Name of Authorised Representative: Email: Phone: Mobile (if any):	Name of Authorised Representative: Email: Phone: Mobile (if any):
<b>3.</b>	<b>Name:</b> UEN: Address:  Name of Authorised Representative: Email: Phone: Mobile (if any):	Name of Authorised Representative: Email: Phone: Mobile (if any):

**SCHEDULE 2**

**REQUIREMENTS & RELATED SERVICES**

*[This annex will set out the Requirements for the lease of Equipment and Related Services (where applicable). If there are any data management services / IT requirements (including interface, integration, software and hardware support & maintenance and service level standards), please include them here as well.]*

**SCHEDULE 3**

**MONTHLY RENTAL RATES & METER READING CHARGES**

*[This annex will set out the monthly rental rates & meter reading charges (for copiers), if relevant]*

**SCHEDULE 4**

**TRANSACTION SCHEDULE [SPECIMEN]**

The provisions set out in the Lease and Maintenance Contract entered into on [date] (“Contract”) between NATIONAL UNIVERSITY HEALTH SYSTEM PTE LTD and [NAME OF CONTRACTOR] respectively are incorporated, mutatis mutandis, in this Transaction Schedule and shall form a part of this Transaction Schedule.

Reference No.	
Institution	
Contractor	
Transaction Schedule Effective Date	
Transaction Schedule Expiry Date	
Site	

**A. Equipment & Rental Rates Per Unit**

[please specify]

**B. Installation & Delivery Schedule:**

[please specify]

**C. Preventive Maintenance Schedule:** [please append below]

**D. Contact Details:**

**1. Institution Contact Details**

1.1 Contact Person :

1.2 Contact Number :

**2. Service Details**

2.2 Breakdown Calls: : Unlimited breakdown calls, unless otherwise limited in Attachment A to this Transaction Schedule.

2.3 Provisional Equipment :

**3 Service Contact details (Contractor)** :

3.1 Contact Person (Office Hours) :

3.2 Telephone Number (Office Hours) :

3.3 Mobile Phone Number (Office Hours) :

**MASTER TERMS AND CONDITIONS FOR THE LEASE OF EQUIPMENT**

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3.4 Fax Number :

3.5 24-hour Hotline Numbers :

For and on behalf of  
[NAME OF INSTITUTION]

\_\_\_\_\_  
Signed by  
Name:  
Designation :

\_\_\_\_\_  
Witnessed by  
Name:  
Designation :

\_\_\_\_\_  
Date :

\_\_\_\_\_  
Date :

For and on behalf of  
[ NAME OF CONTRACTOR]

\_\_\_\_\_  
Signed by  
Name:  
Designation :

\_\_\_\_\_  
Witnessed by  
Name:  
Designation :

\_\_\_\_\_  
Date :

\_\_\_\_\_  
Date :

**SCHEDULE 5**

**ADDENDUM TO TRANSACTION SCHEDULE (SPECIMEN)**

*[This Addendum will set out the details of the variations/amendments to be made to Transaction Schedule.]*

Reference No.	xx
Institution	xx
Contractor	
Transaction Schedule Effective Date	xx
Transaction Schedule Expiry Date	xx
Addendum No.	xx
Addendum Effective Date:	

**WHEREAS:**

- A. The Company and the Contractor are parties to a Master Contract for Lease of Equipment entered into on [date] ("**Master Contract**"). Pursuant to the Master Contract, the Company and the Contractor have entered into a Transaction Schedule (Number: [Entity Reference No.]) for the period \_\_\_\_\_ to \_\_\_\_\_ ("**Transaction Schedule**").
- B. The Company and the Contractor agree to amend the terms of the Transaction Schedule by entering into this Addendum reflecting the amendments.
- C. This Addendum shall form Addendum (#) to the [Entity Reference No.].

**AND NOW BY THIS ADDENDUM**, the Parties agree to amend the Transaction Schedule as evidenced in this Addendum which amendments are as follows:

- 1. The definitions in the Master Contract and in the Transaction Schedule shall apply to the capitalised terms in this Addendum (unless defined otherwise).
- 2. Except to the extent expressly provided for as amended in this Addendum, the terms and conditions of the Transaction Schedule shall continue to apply to this Addendum for the remainder of the Transaction Schedule term up to [DATE].
- 3. The Parties agree to make the following changes to the terms of the Transaction Schedule:
  - (a) [Clause/Paragraph [ ] of Schedule [ ] in the Transaction Schedule will be amended/deleted and replaced with the following:
- 4. Additional Equipment. Appendix A to the Transaction Schedule shall be amended to include additional Equipment. The additional Equipment and the adjustments to the Contract Price are specified in Appendix A1 - Additional Equipment attached hereto.

**MASTER TERMS AND CONDITIONS FOR THE LEASE OF EQUIPMENT**

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5. Removal of Equipment. Appendix A to the Transaction Schedule shall be amended to remove some Equipment. The removed Equipment and the adjustments to the Contract Price are specified in Appendix A2 – Removed Equipment attached hereto.

**IN WITNESS WHEREOF** each of the Parties hereto has caused this Addendum to be executed by its respective officers hereunto duly authorised on the date first above written.

The Company

The Contractor

---

Signed by  
[Name]  
[Designation]  
For and on behalf of  
[Insert Company's Name]  
In the presence of

---

Signed by  
[Name]  
[Designation]  
For and on behalf of  
[Insert Company's Name]  
In the presence of

---

[Insert name of witness]  
[Designation]  
Date:

---

[Insert name of witness]  
[Designation]  
Date:

SCHEDULE 6

**SPECIMEN ADDENDUM FOR VARIATIONS / AMENDMENTS TO THE MASTER CONTRACT**

*[This schedule will set out the details of the variations/amendments to be made to Master Contract.]*

**THIS ADDENDUM (#) TO THE MASTER CONTRACT** is entered into this **[dd]<sup>st</sup> Day of [mmm][yyyy]** (the "Addendum effective date").

**BETWEEN**

1. The Institutions as described in Schedule 1 (collectively, the "**Institutions**" and each a "**Institution**")

**AND**

2. The Contractor similarly described in Schedule 1 ("**the Contractor**")  
(each a "**Party**" and collectively the "**Parties**").

**WHEREAS:**

- A. On *[date]*, National University Health System Pte Ltd ("**NUHS**") as agent for and on behalf of the Institutions and the *[name of Contractor]* ("**Contractor**") entered into a Master Contract to engage the Contractor to provide *[brief description of services]*.
- B. The Institutions and the Contractor agree to *[amend/vary/modify]* the terms of the Master Contract by entering into this Addendum reflecting the *[amendments/variations/modifications]*.
- C. This Addendum shall form Addendum (#) to the Master Contract.

**AND NOW BY THIS ADDENDUM**, the Parties agree to *[amend/vary/modify]* the Master Contract as evidenced in this Addendum which *[amendments/ variations / modifications]* are as follows:

1. **EFFECTIVE DATE**

The *[amendments/ variations / modifications]* in this Addendum will take effect on the Addendum effective date stated above.

2. Except to the extent expressly provided for as *[amended/varied/modified]* in this Addendum, the terms and conditions of the Master Contract shall continue to apply to this Addendum for the remainder of the Contract Period.

3. **[Template paragraph for changes to the terms]**

- (a) *[Clause/Paragraph [ ] of Schedule [ ] in the Master Contract will be amended/deleted and replaced with the following:*

*"[insert new clause/paragraph wording]"*



**MASTER TERMS AND CONDITIONS FOR THE LEASE OF EQUIPMENT**

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**IN WITNESS WHEREOF** each of the Parties hereto has caused this Addendum to be executed by its respective officers hereunto duly authorised on the date first above written.

**THE INSTITUTIONS**

Signed by

**THE CONTRACTOR**

Signed by

---

For and on behalf of

**NATIONAL UNIVERSITY HEALTH SYSTEMS  
PTE. LTD** as agent for the Institutions listed in  
Schedule 1:

In the presence of:

---

Name : *[Name]*

Designation : *[Designation]*

---

For and on behalf of

*[NAME OF CONTRACTOR]*

In the presence of:

---

Name : *[Name]*

Designation : *[Designation]*