

## **MASTER MAINTENANCE SERVICE AGREEMENT**

This MASTER AGREEMENT is made on the [•]

### **BETWEEN**

1. **The institutions as described in Schedule 1 (collectively, the “Companies” and each a “Company”)**

**AND**

2. **The contractor similarly described in Schedule 1 (the “Contractor”).**

### **WHEREAS:**

- (A) The Contractor is in the business of providing maintenance services for biomedical equipment (the **“Equipment”**, as defined below) and the Companies are in the healthcare industry and require such services for their provision of healthcare services.
- (B) The Companies are consolidating their procurement of such services under a strategic sourcing process. In this connection, the corporate headquarters of the Companies, National University Health System Pte Ltd (**“NUHS”**), has agreed for and on behalf of the Companies to engage the Contractor to provide the services and the Contractor has agreed to accept such engagement on the terms and conditions hereinafter contained.

**IT IS AGREED** as follows:

### **1. Definition**

- 1.1 In this Master Agreement, unless the context otherwise requires, the following expressions have the following meanings: -
- (a) **“Agent”** with respect to each Company means NUHS.
  - (b) **“Agreement”** has the meaning ascribed to it in **Clause 3.2**.
  - (c) **“Corrective Maintenance”** means the services specified in **Schedule 2, paragraph 1.2(b)**.
  - (d) **“Comprehensive Contract”** means the services specified in Clause 1.1(o)(i), paragraph
  - (e) **“Department”** means the department where the relevant Equipment is located or residing at.
  - (f) **“Equipment”** means the equipment identified in one or more **Transaction Schedules** and includes all accessories (and not consumables) of the equipment (other than those excluded as per **Appendix B1 to Schedule 2** to the respective **Transaction Schedule**) to which Services are to be provided by the Contractor to the Company.
  - (g) **“Labour Contract”** means the services specified in Clause 1.1(o) (ii).

- (h) “**Loaner Equipment**” means equipment or part thereof which is in good working condition, safe to use and identical or functionally similar to the Equipment in need of repair.
  - (i) “**Master Agreement Period**” has the meaning ascribed to it in Clause 2.1.
  - (j) “**Office Hours**” means the hours listed in the Transaction Schedule.
  - (k) “**Officer**” means the representative(s)-in-charge of the Department of the Company at the material time or any representative(s) from the Biomedical Engineering Department of the Company.
  - (l) “**Premises**” means the place of business of the Company or any other location as may be specified by the Company.
  - (m) “**Preventive Maintenance**” means the services specified in Schedule 2, paragraph 1.2(a).
  - (n) “**Software**” means the application software and operating system of the Equipment for which Services are to be provided, and as set out in the Transaction Schedule;
  - (o) “**Services**” means the services set out in each Transaction Schedule and which can comprise any or all of the following:
    - (i) ‘Comprehensive Contract’ which consists of all preventive and corrective maintenance as well as all parts and consumables other than parts and consumables expressly excluded in the relevant Transaction Schedule;
    - (ii) ‘Labour Contract’ which consists of preventive and corrective maintenance only. For avoidance of doubt, cost of all parts and consumables are excluded.
    - (iii) ‘Preventive Maintenance Only Contract’ or ‘PM Only Contract’ which consists of preventive maintenance only. For the avoidance of doubt, labour charges for Corrective Maintenance and cost of all parts and consumables are excluded.
  - (p) “**Transaction Schedule**” means the document substantially in the form set out in **Schedule 2** and signed by the **Contractor** and the **Company** and shall incorporate the terms of this **Master Agreement** 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 scope of **Services** to be made available by the **Contractor** to the **Company** and the terms and conditions applicable to such provision of **Services**.
  - (q) “**Working Day**” means the working day stated in the **Transaction Schedule**.
- 1.2 Unless the context otherwise requires, references in this Master Agreement to words incorporating the masculine gender shall only include the feminine and/or neuter genders and vice versa and references in this Master Agreement 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.

- 1.3 The paragraph or clause headings in this Master Agreement have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of this Master Agreement.
- 1.4 References to Schedules and Appendices shall be references to the schedules and appendices in this Master Agreement. The schedules and appendices are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into this Master Agreement.
- 1.5 References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time.
- 1.6 If any inconsistencies or conflicts arise between the separate documents forming the agreement herein, to the extent of inconsistency or conflict, the following order of precedence shall apply in order of priority: (1) Appendix to the Master Agreement, if any (2) the clauses of this Master Agreement and Schedules (including any annex, appendix or exhibit attached thereto) (3) Transaction Schedule and its appendices. Without prejudice to the generality to the foregoing, the following Schedules / Appendix are attached to this Master Agreement:
- Schedule 1 – List of Companies and the Contractor;
  - Schedule 2 – Specimen Transaction Schedule;
  - Schedule 3 – Specimen Addendum for Amendment
  - Appendix to the Master Agreement.

## 2. Duration

- 2.1 This Master Agreement shall take effect from **[date]** and shall continue in force for [ ] years (“**Master Agreement Period**”) until the expiry date on **[date]** (“**Expiry Date**”) or the prior termination under Clause 7 hereof, whichever is earlier.
- 2.2 Each Transaction Schedule shall be for a period as may be specified in the Transaction Schedule and agreed by the Contractor and the Company in writing provided that the expiry date of the Transaction Schedule cannot exceed the Expiry Date.
- 2.3 The **Company** shall have the option to renew the duration of any one or more of the relevant Transaction Schedule for a further period specified in paragraph 7.2 of the Transaction Schedule(s) at charges no higher than that specified in the relevant Transaction Schedule(s), provided that such option is exercised before the expiry date of the relevant Transaction Schedule(s) and provided that the new expiry date cannot exceed the Expiry Date.

## 3. Transaction Schedule by each Company

- 3.1 Each Company may from time to time during the Master Agreement Period, issue a Transaction Schedule to the Contractor for the procurement of the Services, on the terms of this Master Agreement.
- 3.2 Each Transaction Schedule given by the Company to the Contractor pursuant to Clause 3.1 shall be accepted by the Contractor and shall constitute an agreement for sale by the Contractor and purchase by the Company of the Services, on the terms of this Master Agreement. All sales and purchases of the Services are entered into and made by the relevant Company and the Contractor in reliance on the fact that this Master Agreement and the relevant Transaction Schedule form a single agreement between the relevant Company and the Contractor (collectively referred to as the “**Agreement**”) and the

relevant Company and the Contractor would not otherwise enter into any sale and purchase of the Services.

#### 4. Services

- 4.1 The Contractor shall perform the Services in a professional manner and ensure that the Services meet the Maintenance Standards (Service Level requirements) set out in **Appendix C to Schedule 2**, the failure of which shall entitle the Company to remedies, including but not limited to liquidated damages.
- 4.2 The Contractor shall comply with the Companies' House Rules, if any, if the Services are to be performed in the Premises and warrants that it has a copy of it and understands the same.
- 4.3 A clear and detailed service report ("**Service Report**") and the checklist set out in **Appendix D to Schedule 2** (if applicable) shall be submitted to the **Biomedical Engineering Department** of the Company, by the next working day, for every Preventive Maintenance and Corrective Maintenance performed by the Contractor. In addition, the Service Report shall contain a work schedule acknowledging that Preventive Maintenance or Corrective Maintenance (as the case may be) has been completed by the Contractor with respect to each Equipment and shall be signed and acknowledged by the relevant Officer.
- 4.4 In the event of an adverse incident involving the Equipment, the Contractor shall:
- (a) Immediately alert the Company's authorized representative in the Biomedical Engineering Department ("**BME representative**") before proceeding to take any mitigative measures to contain any damage to the Equipment and related equipment and, or systems;
  - (a) Wherever possible all mitigative measures shall be performed in the presence of the Company's BME representative except in the case of an emergency;
  - (b) Render the Company all necessary assistance and cooperation in the investigation of the incident at all times.
  - (c) Provide a Service Report documenting the investigation of the incident and the actions taken on the day of incident followed by a full report providing the root-cause analysis and recommendation of corrective or mitigative steps to be carried out within timeframes agreed with the Company to prevent the re-occurrence of the incident.
- 4.5 Where the circumstances require any of the Equipment to be removed from the Premises for purposes of repair or where the components or parts are not available or for whatever reason that Equipment cannot be repaired or maintained, the Contractor shall supply Loaner Equipment to the Company at no additional costs to the Company, and hereby undertakes to install such Loaner Equipment, to provide all services, maintenance and perform safety checks and functional checks and ensure the license for such Loaner Equipment is valid and subsisting to enable the Loaner Equipment to be used in the relevant Company's Premises for the intended purpose. The Contractor shall make such Loaner Equipment available until the Equipment is ready for use and re-installed at the Premises. In relation to the Loaner Equipment, the Contractor shall: -
- (a) where necessary, at no additional costs to the Company, train the Company's employees to operate the Loaner Equipment.

- (b) ensure that the Loaner Equipment is safe for use on patients and by the Company's employees involved in the operation of the Loaner Equipment.
- (c) where the Company's Equipment is removed from the Premises, repair and/or carry out maintenance of such Equipment with due expediency in accordance with the turnaround time set out in the Transaction Schedule.
- (d) remove the Loaner Equipment at no cost to the Company and re-install/re-commission the Company's Equipment when the Company's Equipment is repaired/maintained accordingly.

The Parties agree that the ownership of any Loaner Equipment, temporarily in the possession of the Company, shall not vest with the Company and shall remain the responsibility of the Contractor.

4.6 In the event the Contractor fails to perform the Services in accordance with this Master Agreement (except as provided in Clause 4.1 herein and in the circumstances provided under Clause 8 (Force Majeure), the Company shall, in addition to any other remedies which it may have under the Agreement, have the right to:

- (a) cancel the Services without being liable therefore in damages and obtain the same from other source(s) and the costs of procuring alternative services from another contractor shall be deducted from any monies due to or become due to the Contractor under the Agreement or shall be recoverable as damages; or
- (b) require the Contractor to pay or to deduct, as and for liquidated damages (and not as a penalty), the liquidated damages calculated in the following manner: -

Liquidated Damages =

$$\frac{1}{2} \% \times (\text{Total maintenance price (of the applicable Equipment)}) \times (\text{No. of days})$$

The aforementioned liquidated damages will be subjected to a minimum of S\$500 and a maximum of ten per cent (10%) of the Contract Price.

4.7 All employees deployed by the Contractor to carry out works in the Premises, including contract workers, supervisors etc., must obtain and display the Company's security pass while in the Premises. In the event foreign workers are deployed, it shall be the Contractor's responsibility to ensure that such foreign workers have valid work permits and the Contractor is to provide the Company with a comprehensive list of these workers and copies of their recent photographs and valid work permits. This list shall be forthwith updated in the event of changes in the deployment of foreign workers.

4.8 The Contractor will ensure that all employees deployed to carry out works in the Premises, including contract workers and supervisors, have at the Contractor's cost undergone the necessary infection control training, health screening and vaccinations in compliance with MOH's circular for all healthcare workers and other MOH requirements issued from time to time and will provide proof of such records to the Company on demand.

4.9 The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments against any monetary penalty, claim, costs, charges and expenses incurred or imposed by any Court arising out of any breach of Clause 4.7 and Clause 4.8 above or any contravention of the provisions of the Employment of Foreign Workers Act and any regulations made thereunder.

#### 4A **Cybersecurity**

4A.1 Cybersecurity Standards. The Contractor shall comply with governmental IT and cybersecurity standards that have been adopted by the Companies including any updates made from time to time in the performance of the Services (as applicable) including but not limited to following:

- (a) The Contractor shall inform the Company's BME representative as and when the validated updates by the Contractor to the Software including IT security patches necessary to fix a vulnerability or as required as part of upcoming routine updates necessary to operate the Equipment safely are available provided that (i) the Contractor becomes aware of a vulnerability which is not classified as irrelevant or that could be exploited by a cybersecurity threat, and (ii) in the case of third party software the third party software provider has issued the respective patch to the Contractor. For avoidance of doubt, (i) IT security patches aforementioned shall be provided to the Company at no cost; and (ii) the purchase, implementation and timing of other upgrades depending on the severity of the vulnerability and not pertaining to cybersecurity vulnerabilities shall be determined by the Company in its sole discretion and at its own cost.
- (b) The Contractor shall provide assistance to update or provide information of the Equipment whenever required by the Company. This shall include but not be limited to on-site support, USB port blocking, Network Segmentation, creation/deletion of accounts on the Equipment and enable/disable/changing of passwords. Should there be any cost involved in rendering such assistance, the Contractor shall make known to the Company before the start of any abovementioned works.
- (c) The Contractor shall not use or plug into the Company's network any all removable storage media, devices and, or equipment that are not supplied by the Company without first obtaining clearance from the Company's IT Department through BME representative. All removable storage media shall be scanned for malware in the presence of the Company before the necessary files are transferred to a Company-approved removable storage media for purpose of providing the Services.
- (d) The Contractor shall ensure there is no Internet connection to any of its devices/equipment under any and all circumstances, unless otherwise approved by the Company. This shall be applicable for all Contractor's devices and loan equipment used during the course of the Services and updates and upgrades of the Software.
- (e) All Contractor's devices/equipment used during the course of the Services including any updates/ upgrades of the Software shall be:
  - (i) Installed with a fully paid subscribed, commercial antivirus software that is updated to the latest definition.
  - (ii) Fully scanned with results showing no virus or malware infection whatsoever.
  - (iii) Installed with the latest security patches for their operating system.For the avoidance of doubt, the Contractor (and its sub-contractor(s) if any) would be subjected to ad-hoc audit checks.

#### 4A.2 Representations to Cybersecurity.

4A.2.1 Except as disclosed in writing to the Company, the Contractor warrants and represents that:

- (a) To the knowledge of the Contractor, there has been no (i) security breach, or (ii) unauthorised use, access, misappropriation, modification, or other compromise, of or relating to any information technology and computer systems, data storage systems, interfaces, networks, hardware, software, data, devices or equipment owned by or licensed to the Contractor or its affiliates, that are used and, or made available to the Company by the Contractor or its affiliates in the performance of the Services (collectively, "**IT Systems and Data**");
- (b) The Contractor and its affiliates have not received any written notice of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach, unauthorized use, access, misappropriation, modification, or other compromise to the IT Systems and Data;
- (c) The Contractor and its affiliates are presently in compliance with all applicable laws and regulations, internal policies and contractual obligations relating to the protection of IT Systems and Data from a security breach or unauthorized use, access, misappropriation, modification or other compromise;
- (d) The Contractor and its employees and, agents or contractors staff have not in the performance of its Services compromised the Company's cybersecurity by making any unauthorised access, misappropriation, modification, or other compromise to the Company's other systems, equipment and devices that are not under the purview of the Contractor;
- (e) All software, cybersecurity or network security updates or upgrades supplied by the Contractor, and all devices used by the Contractor to provide the Services, do not contain any unauthorised code, virus, Trojan horse, malware worm or other software code, routine or software components designed to permit unauthorised access, disable, erase or otherwise harm or impede the Company's use of the software or any related hardware;
- (f) All installation, technical support, maintenance, training, and other services provided by the Contractor with regard to the software, cybersecurity or network security updates or upgrades shall be performed in a professional manner by qualified personnel trained and skilled in the performance of the Services; and
- (g) The Contractor and its affiliates have implemented backup and disaster recovery technology.

#### 4A.3 Responding to Cybersecurity Incidents

4A.3.1 If at any time the Contractor becomes aware that a representation or warranty given by it under this clause has been breached, is untrue or is misleading, the Contractor shall immediately:

- (a) Alert and notify the Company of the relevant occurrence in sufficient detail to enable the Company to make an accurate assessment of the situation; and
- (b) Provide to the Company the necessary resources and cooperation to arrest and prevent further capitulation of the Company's cybersecurity including a plan for the Company to continue using the IT Systems and Data without being exposed to any security breach, unauthorized use, access, misappropriation, modification, or other compromise (the "Plan"). The Company may accept, modify or reject the Plan. If the Company accepts the Plan, the Contractor shall immediately implement the

Plan at its sole expense. If the Company modifies the Plan, the Contractor shall use best efforts to implement the modified Plan at its sole expense.

4A.3.2 The Plan may require the Contractor or its affiliates to:

- (a) modify the IT Systems and Data (or part thereof) without affecting the capacity and performance of the IT Systems and Data; or
- (b) replace the IT Systems and Data (or part thereof) with other IT Systems and Data of identical capability and performance.

4A.4 If the Contractor does not provide the Company with the Plan, if the Company rejects the proposed Plan, if the Contractor does not implement the Plan or the modified Plan expeditiously, or if the Contractor breaches any obligation in this clause, the Company may immediately terminate the Agreement (or part thereof), and the Contractor shall promptly refund to the Company the fees for the IT Systems and Data, without prejudice to any other rights of the Company. The Contractor shall also assist the Company to obtain replacement IT Systems and Data at the Contractor's expense.

4A.5 Indemnity. The Contractor shall indemnify, defend and hold harmless the Company Indemnitees against all liabilities, costs, expenses, damages and losses (including but not limited to penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company Indemnitees arising out of or in connection with:

- (a) any breach of the obligations contained in this clause; or
- (b) any security breach or unauthorized use, access, misappropriation, modification or other compromise of the IT Systems and Data, to the extent the same arose from an act or omission of the Contractor or its affiliates.

4A.6 Survival. The obligations of the Contractor under this clause will survive the expiry or termination of the Contract.

## 5. **Payment**

5.1 Subject to the provisions of the Agreement, the Company shall pay the Contractor the Contract Price set out in the Transaction Schedule. The Contract Price shall represent the total cost to the Company excluding Goods and Service Tax ("**GST**") for all Services rendered and shall include the Services set out in Paragraph 1.1 of the Transaction Schedule.

5.2 The Contract Price for the Services shall not be subject to change during the term of the Transaction Schedule unless expressly provided for in the Transaction Schedule or the relevant Appendix, Schedule or Addendum.

5.3 Upon the delivery of the Services, the Contractor shall submit the relevant invoice and Service Reports (pursuant to Clause 4.2) to the Company and the Company shall pay to the Contractor within sixty (60) days from receipt of the invoice by the Company.

5.4 The Contractor shall submit such invoices or other documents as the Company may require for the purpose of making payment.

5.5 The Company shall not pay for expenses or cost of whatever nature other than those expressly set forth in the Agreement.



- 5.6 There will be no late payment service charge of any kind. The Company may, upon notice to the Contractor and without prejudice to other rights and remedies, withhold payment for Services that fail to meet the minimum performance standards set forth in the Transaction Schedule and/or question any items invoiced to the Company. Such non-payment shall not constitute a default or breach of the Agreement. In the event of any dispute between the Company and the Contractor with respect to the invoiced Services and/or other related matters, the Company shall pay the undisputed amount and the Company and the Contractor shall promptly seek to resolve the disputed matters in accordance with Clause 14 of this Master Agreement.
- 5.7 The Company, without prejudice to its other rights and remedies, may deduct from the charges payable under this Clause 5, the amount of any loss or damage incurred by the Company by reason of any default or breach of the provisions of this Agreement or by reason of any gross negligence on the part of the Contractor, its servants or agents.

## **6. Warranties and Representations**

- 6.1 The Contractor warrants and represents that:

### *Services/General*

- (a) all Services to be performed hereunder by the Contractor shall be carried out in accordance with the terms, requirements and specifications of the Agreement, to a reasonable standard, and in accordance with any legislative requirements or local or international standards or codes of practice;
- (b) all Services to be performed hereunder by the Contractor shall be carried out by duly qualified persons with expertise, experience and knowledge to carry out the Services;
- (c) all information (such as cybersecurity matters) provided by the Contractor shall be accurate and validated by the manufacturer whenever possible;
- (d) the Contractor observe and comply with, and to procure that its employees, agents and subcontractors observe and comply with, all statutory and other relevant rules and regulations relating to health, safety and security, including provisions of the Personal Data Protection Act 2012 (No. 26 of 2012), applicable at the Sites;
- (e) at the date of commencement of the provision of Services the Contractor has obtained and will maintain for the duration of the provision of such services, all permits, licenses and consents necessary for the Contractor to perform the Services;
- (f) only original or genuine replacement components/parts shall be used for the Services;
- (g) in the event it fails to conform to the terms of this Master Agreement and in particular the warranties given under this Clause, it shall, without request, take immediate action to remedy the same without any cost to the Company.

### *Deliverables*

- (h) any modification, enhancement or adaptation of the Equipment or Software supplied by the Contractor shall not require as a condition precedent, the

acceptance by the Company of licence terms that derogate from the provisions of this Master Agreement;

- (i) all deliverables provided under this Master Agreement and any other materials or Services provided hereunder do not infringe upon any Intellectual Property Rights or other proprietary right (including, but not limited to, misappropriation of trade secrets) of any third party;
  - (j) all deliverables and components of the Equipment and/or its Software provided pursuant to this Master Agreement shall be fit for the ordinary purposes for which such components are used and shall perform in accordance with the documentation.
- 6.2 Where the Contractor fails or refuses to carry out its obligations under this Master Agreement and, in particular, the warranties set out above, the Company may itself employ and pay another party to undertake the performance thereof and may charge the Contractor for any expense, cost, damage or loss which the Company sustained on account of the Contractor's default. The Contractor shall not be relieved of its obligations herein by the failure of the Company to make any inspection or discover any defective work or any aspect of the Contractor's default.
- 6.3 The Parties each represents and warrants that the following facts and circumstances are and at all times shall be, true and correct: -
- (a) it has the requisite corporate power and authority to enter into the Agreement and that the Agreement does not conflict with any other agreement or obligation by which the respective Party is bound;
  - (b) its representatives have full authority to make representations, commitments or agreements, whether written or oral, and the signatories for and on behalf of each Party are authorised and fully empowered to execute the Agreement on that Party's behalf; that there is no material suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or to its best knowledge or belief, threatened against it or affecting its ability to perform its obligations under the Agreement; and
  - (c) the execution of the Agreement by NUHS and the Contractor does not constitute a breach of agreement or undertaking under any other separate agreement or contract with third parties.

## **7. Suspension or Termination**

- 7.1 In addition to any other rights of termination or suspension contained in the Agreement, each Company may, unless such termination is prohibited by written law, without prejudice to any other rights it may have, by written notice terminate the Agreement or the relevant Transaction Schedule or Addendum or suspend the Contractor's performance of all or any of its obligations under it immediately and without liability of the Company for compensation or damages if:
- (a) the Contractor provides Services which does not meet the requirements in the Agreement (or part thereof), and fails to rectify such defect, non-conformity or inadequacy within thirty (30) days after being given notice by the Company to do so;
  - (b) a change of agency or distributorship for the Equipment occurs during the period of the Agreement, at the Company's sole discretion;

- (c) the Company gives the Contractor at least one (1) months' notice that the Equipment is no longer used by the Company;
  - (d) the Contractor fails to comply with any material aspects of the Agreement (or part thereof) or fails to perform any of its obligations in the Agreement (or part thereof) and fails to remedy such breach (if capable of remedy) within fifteen (15) days after being given notice by the Company so to do; or
  - (e) any circumstances arise which give reasonable grounds in the Company's opinion for its belief that the Contractor has or may become incapable of performing any of its obligations in the Agreement.
- 7.2 Each Company may terminate the Agreement or the relevant Transaction Schedule or reduce the scope of the Agreement or the relevant Transaction Schedule or Addendum, at any time without cause by giving the Contractor prior written notice of at least three (3) months. No compensation, monetary or otherwise shall be payable to the Contractor in such event. Upon termination of the Agreement or the relevant Transaction Schedule or Addendum by the Company in accordance with this Clause, the Contractor shall:
- (a) be entitled to payment for all Services performed and accepted up to and including the final day of the notice period, provided always that all terms and conditions of the Agreement have in the opinion of the Company been duly and faithfully observed by the Contractor; and
  - (b) forthwith deliver to the Company all work products prepared in connection with the Agreement (if any) which have been agreed upon prior thereto up to and including the final day of the notice period.
- 7.3 In the event of termination under Clause 7.1 above, the Contractor shall refund and repay to the Company any advance payment received from the Company without prejudice to the Company's right to claim compensation for increased costs in providing the Services from other sources, and for any loss, expense or damage suffered or incurred by the Company. Any termination of the Agreement shall be without prejudice to any rights or obligations that the Company may have accrued under the Agreement on or before termination, including in respect of an antecedent breach.
- 7.4 During the notice period, the Contractor shall only perform Services in accordance with the unrevoked instructions of the Company pursuant to the Agreement.
- 7.5 Commencing upon notice to the Contractor of the termination of the Agreement (or part thereof) and continuing through the effective date of expiration or termination, the Contractor will provide to the Company reasonable assistance if requested by the Company to facilitate the orderly transfer of the subject matter of the Agreement as desired by the Company. If requested by the Company, the Contractor will reasonably cooperate with a third party contractor in connection with the preparation and implementation of a transition plan by such third party or the Company upon the termination or expiration of the relevant Transaction Schedule or Addendum (or part thereof).
- 8. Force Majeure**
- 8.1 No Party shall be liable for any loss, damage or penalty resulting from delays or failures in the performance of their obligations under the Agreement if the delay or failure results from events beyond the reasonable control of any Party.

- 8.2 For the purposes of the Agreement, such events shall include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, epidemics, outbreaks, embargoes or other catastrophes affecting the availability of materials or labour necessary for the performance of the Agreement (or part thereof). A force majeure event shall not include shortage of labour or disruption to labour or equipment which could with reasonable diligence have been prevented.
- 8.3 For the avoidance of doubt, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a force majeure event and the provisions of this clause shall not apply to such an event.
- 8.4 The Parties hereto agree to notify the other Party promptly of any such circumstances delaying its performance and to resume performance as soon thereafter as is reasonably practicable.
- 8.5 If any force majeure event shall continue for a period exceeding sixty (60) days, then the Company and the Contractor may at any time thereafter, upon giving notice to the other, elect to terminate the Agreement (or part thereof).
- 8.6 In any of the events mentioned in Clause 8.2, the Company and the Contractor shall for the duration of such event be relieved of any obligation under the Agreement as is affected by the event except that the provisions of the Agreement shall remain in force with regard to all other obligations under the Agreement which are not affected by the event.

## **9. Indemnity**

The Contractor shall: -

- 9.1.1 indemnify, defend and hold harmless the relevant Company, its servants and agents against all or any liability, claim, expense (including court costs and fees of solicitors (on a full indemnity basis) and that of other professionals) or loss in respect of damage to any property or personal injury to or death of any person due to the act, default, omission or negligence of the Contractor, its servants or agents arising out of or in the course of the performance of this Agreement.
- 9.1.2 indemnify the relevant Company, its 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 subcontractor, of the Contractor for any personal injury and/or death suffered in connection with the performance of the Agreement 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.
- 9.1.3 indemnify the relevant Company, its servants, agents, employees, officers and departments against any claims, costs, charges and expenses whatsoever incurred by the relevant Company, its servants, agents, employees, officers and departments in respect of any claims by any person(s) whatsoever (including but not limited to any patient or visitor) arising out of or connected to or contributed to by the breach or non-performance of the Agreement by the Contractor.

## 10. Confidentiality

- 10.1 The Parties hereto agree to treat as confidential all information received from the other Party which is reasonably considered confidential or proprietary and which shall include information indicated in writing or labelled to be “Confidential”, “Proprietary Information” or with any other comparable legend to similar effect, at the time of disclosure, which it may acquire in relation to the other Party, including but without any limitation whatsoever, all business information, strategic and development plans, medical records, Personal Data, any matter concerning the Company, its affairs, business, shareholders, directors, officers, business associates, clients or any other person or entity having dealings with the Company; information relating to the financial condition of the Company, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever whether electronic or otherwise, and all records indicative of the financial health and status of the Company; technical information in any form whatsoever whether electronic or otherwise; information in any form whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory and all other information which may be disclosed by the Company to the Contractor which the Contractor may be provided access by the Company whether stored electronically or otherwise; all information which is deemed by the Company to be confidential information or which is generated as a result of or in connection with the business of the Company and which is not generally available to the public; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part, together with any other property of the Company made or acquired by the Contractor or coming into their possession or control in any manner whatsoever shall be and remain the sole property of the Company and shall be returned to the Company forthwith on demand at any time or without demand upon the termination of the Contractor’s services. The Contractor shall ensure that none of the patients of the Company can be identified in any reports, submissions and publications of the Contractor, which shall be deemed to be confidential information of the Company within the meaning of this clause and shall remain confidential indefinitely (collectively, “**Confidential Information**”).
- 10.2 The Contractor shall not, without the prior written consent of the Company, disclose any Confidential Information or any information relating to the Agreement or any of the contents hereof whether directly or indirectly to any other party.
- 10.3 The restrictions on disclosure of Confidential Information described in Clause 10.2 above do not extend to any information that:
- (a) already exists in the public domain at the time of its disclosure;
  - (b) is already in the Contractor’s possession;
  - (c) is independently developed by the Contractor outside the scope of this Master Agreement or the relevant Transaction Schedule; or
  - (d) is rightfully obtained by the Contractor from third parties.
- 10.4 The Contractor hereby agrees that it shall:
- (a) take all steps to limit access to Confidential Information to those principals, directors, officers, agents, employees, representatives, consultants, independent contractors and professional advisors who are directly concerned with the purposes contemplated by the Agreement and are made aware of its confidential status, to the extent reasonably required for the performance of the Agreement,

and ensure that they do not disclose or make public or authorise any disclosure or publication of any Confidential Information in violation of the Agreement;

- (b) 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 Agreement;
  - (c) upon the Company's request, procure the Contractor's employees, servants or agents or any employee, servant or agent of the Contractor's sub-contractor, to sign individual non-disclosure agreements with the Company on such form that the Company may dictate.
- 10.5 The Contractor must promptly inform the Company about any unauthorised disclosure of the Company's Confidential Information.
- 10.6 Where the Services relate to the disposal of any Equipment, the Contractor shall ensure that all Confidential Information stored or recorded in the Equipment, is irretrievably erased or destroyed in accordance with international standards.
- 10.7 The obligations of each Party contained in this Clause 10 shall survive the termination of this Agreement.

## 11. Personal Data

- 11.1 Without prejudice to Clause 10 of this Master Agreement, the Contractor shall take all reasonable measures to ensure:
- (a) that its employees, staff, contractors or agents, comply with the provisions in the PDPA relating to Personal Data belonging to the Company and that any Personal Data belonging to the Company which is held by the Contractor, its employees, staff, contractors or agents pursuant to the Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with the Company's policies and procedures, and that only authorised personnel have access to that Personal Data;
  - (b) that, to the extent that the Personal Data is no longer required by the Contractor for legal or business purposes, that Personal Data is destroyed or re-delivered to the Company in accordance with the Agreement;
  - (c) that the Company is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this Clause and the Contractor undertakes, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this Clause 11.1 (including providing the Company with such reports or information concerning such steps as and when requested by the Company); and
  - (d) it keeps itself apprised of any and all notices and circulars which the Company may from time to time notify to the Contractor, including without limitation any policies, guidelines, circulars or notices relating to personal data ("**PDPA Documentation**"), and to perform its duties or discharge its liabilities pursuant to the Agreement in a manner which is consistent with the PDPA Documentation, and will not cause the Company to be in breach of the same.
- 11.2 For the purposes of Clause 11.1(d) above, the Contractor hereby expressly acknowledges and agrees that it has read the PDPA Documentation provided by the Company and is aware of and will compensate the Company for any and all potential

loss and damage caused to the Company arising from or in connection with any breach of the above. The Contractor will indemnify and hold the Company harmless from claims or proceedings by third parties and any proceedings, investigations, orders, directions, judgments issued by a court, statutory body or regulatory authority, in connection with any breach of this obligation.

- 11.3 Notwithstanding and further to anything stated elsewhere in the Agreement, the Company reserves the right and the Contractor agrees that the Company may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Contractor (and its sub-contractor(s) if any) with the obligations under this Clause 11.
- 11.4 Should the Company agree to disclose Personal Data to the Contractor, the Contractor shall, in addition to the other obligations specified elsewhere in the Agreement:
- (a) ensure that appropriate consent by the data owner for the disclosure has been obtained, or otherwise ensure that the receipt of such data is permitted under any other applicable law regulation or directive including the PDPA;
  - (b) comply with its obligations in the PDPA including those relating to the collection, use and disclosure of such data;
  - (c) ensure that the Personal Data is shared to representatives of the Contractor on a 'need to know' basis;
  - (d) ensure that the Personal Data is not shared with any third party without the Company's prior written consent; and
  - (e) destroy, delete or return all personal data if the purpose for which the data was disclosed no longer subsists.
- 11.5 Where the Services relate to the disposal of any Equipment, the Contractor shall ensure that all Personal Data that may be stored or recorded in the Equipment, is irretrievably erased or destroyed in accordance with international standards.
- 11.6 For the purposes of this Master Agreement:
- (a) "**PDPA**" shall refer to the Personal Data Protection Act (Act 26 of 2012 of Singapore), as may be amended and modified from time to time;
  - (b) "**Personal Data**" means any personal data, as defined in the PDPA; and
  - (c) any capitalised terms used in this Clause 11 which are not defined herein but are defined in the PDPA shall bear the same meaning as set forth in the PDPA.
- 11.7 Subject to the foregoing, the Contractor's obligations under this Clause 11 shall survive the expiry or termination of the Agreement.

## 12. Variation of Agreement

- 12.1 No waiver of any breach of any covenant, condition, stipulation, obligation or provision contained or implied in the Agreement shall operate or be interpreted as a waiver of another breach of the same or of any covenant, condition, stipulation, obligation or provision of the Agreement.

- 12.2 Any time or other indulgence granted by the Company under the Agreement shall be without prejudice to and shall not be taken as a waiver of any of the Company's rights under the Agreement nor shall it prejudice or in any way limit or affect any statutory rights or powers from time to time vested in or exercisable by the Company.
- 12.3 The provisions of this Master Agreement shall not be varied except by agreement between the Parties. No variation in the terms of the Master Agreement (or part thereof) shall apply thereto unless such variation has first been accepted in writing by both the Contractor and the relevant Company.
- 12.4 If the Company or the Contractor wishes to vary a Transaction Schedule, the proposing party shall convey the proposed variations to the other party (the "**Receiving Party**"), specifying a reasonable period in which the Receiving Party is to provide written notice of acceptance or rejection of the proposal.
- 12.5 If the Receiving Party accepts the variations, the Transaction Schedule shall be deemed to be so amended from the date of acceptance. If the Receiving Party rejects the proposed variations, each Party shall perform the Transaction Schedule in accordance with the unvaried terms.
- 12.6 An agreement to vary the provisions of a Transaction Schedule under Clauses 12.4 to 12.5 can be made through the entering of an addendum by authorized representatives of **the relevant Company** and **the Contractor**, substantially in the format provided in Schedule 3 herein. This Clause 12.6 imposes no obligation on the relevant Company or the Contractor to verify if the other's representative is duly authorised to agree variations to the Transaction Schedule.

### **13. Assignment, Transfer or Sub-Contract**

- 13.1 The Company may assign any of its rights or transfer any of its obligations under the Agreement. The Company shall give notice of any assignment or transfer of its rights and obligations under the Agreement to the Contractor as soon as reasonably practicable, which assignment or transfer shall be subject to the relevant Transaction Schedule.
- 13.2 Upon any assignment or transfer by the Company, the Contractor:
- (a) is treated to have consented to such assignment or transfer;
  - (b) must accept any transferee of the Company as its new counterparty to the Agreement;
  - (c) must release the Company from all its obligations in the Agreement (save for any antecedent breach); and
  - (d) must become a party to and sign any novation agreement with the Company and its transferee relating to the said assignment or transfer, if required by the Company,

provided that the transferee shall assume all obligations of the Company under the relevant Transaction Schedule referable to a period on and from the effective date of the assignment or transfer, in accordance with the provisions of the relevant Transaction Schedule and any novation agreement will be prepared by the Company.



**13.3** The Contractor may not assign, transfer or sub-contract any of its rights and obligations arising out of the Agreement to any third party without the prior written consent of the Company. 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 Agreement, 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 Agreement whether total or partial. The Contractor shall indemnify the Company against all and any losses, expenses, costs (including legal costs), damages, liabilities, proceedings or claims arising therefrom.

#### **14. Dispute Resolution**

14.1 In the event of any dispute or difference arising out of or in connection with or in relation to the Agreement, including any question regarding the existence, validity, termination, application or interpretation of the Agreement or any of its provisions, or any claim, disagreement or dispute arising out of or relating to the Agreement or the breach thereof of any of its provisions, the relevant Company and the Contractor shall use their best endeavours to settle the dispute informally by agreement between them. The relevant Company and the Contractor shall always act in good faith and co-operate with each other to resolve any disputes.

14.2 If the dispute, claim, question, disagreement, difference or breach is not settled in accordance with Clause 14.1, it shall first be referred to the Chief Executive Officer (or equivalent designation) (or their respective nominees) of each of the relevant Company and the Chief Executive Officer (or equivalent designation) (or their respective nominees) of the Contractor for resolution.

14.3 In the event such dispute cannot be resolved through good faith negotiation between the relevant Chief Executive Officers of the relevant Company and the Contractor within sixty (60) days from the date of commencement of such negotiation, the Parties agree that such dispute shall then be submitted to Singapore Mediation Centre for mediation, and in that regard the Parties hereto agree:

- (a) to abide by the Singapore Mediation Centre's Adjudication Procedure Rules, and that the mediation and, among other things, the terms and process of mediation, including all chargeable fees, will be governed by the said Adjudication Procedure Rules; and
- (b) to abide by any settlement and to effect the terms thereof reached through such mediation.

14.4 In the event that any issue or claim is not resolved by mediation within a period of one hundred and eighty (180) days from the date of a letter from either Party proposing to settle the dispute through mediation, then but not otherwise, such issue or claim shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC**") for time being in force ("**SIAC Rules**") which rules are deemed to be incorporated by reference into this Clause. The applicable law of the arbitration shall be the Arbitration Act (Chapter 10) or its modification or re-enactment thereof. The Tribunal shall consist of one (1) arbitrator to be appointed by the President of the Court of the SIAC. The seat of arbitration shall be Singapore. The language to be used in the arbitration proceedings shall be English.

14.5 The commencement of dispute resolution processes set out in this Clause 14 shall, to the extent possible, not affect the continual performance of the Parties obligations under the Agreement.

## **15. Insolvency**

15.1 Each Company may at any time by notice in writing terminate its Agreement without compensation to the Contractor in any of the following events:

- (a) if the Contractor, being an individual or, where the Contractor is a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order or administration order made against him over any part of his assets or undertaking on behalf of his debenture holders or creditors, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or
- (b) if the Contractor, being a company, shall pass a resolution, or the Court shall make an order that the company shall be wound up (otherwise than for the purposes of amalgamation or bona fide reconstruction), or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a judicial manager, receiver or manager or which entitle the Court to make a winding-up or judicial management order,

PROVIDED ALWAYS THAT such determination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Company.

15.2 Any termination under Clause 15.1 above shall discharge the relevant Parties from any liability for further performance of the Agreement and the relevant Company shall have the right to be repaid forthwith any sums previously paid under the Agreement (whether paid by way of a deposit or otherwise) and to recover from the Contractor the amount of any loss or damage sustained or incurred by the Company as a consequence of such termination.

## **16. Notices**

16.1 Except as otherwise provided in the Agreement, notices which are required to be given in or under the Agreement shall be in writing (unless expressly stated otherwise) and sent to the address of the recipient set out in the relevant Transaction Schedule. All notices may be sent by hand or by AR Registered post or certified mail, return receipt requested, postage prepaid and properly addressed to the offices of the Parties as specified in the Agreement or to such other address as the Party may later specify.

16.2 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) days after posting if posted to an address within Singapore and eight (8) days after posting, if posted to an address outside Singapore, notwithstanding the fact that the letter may be returned by the Post Office undelivered PROVIDED THAT any Party may at any time alter its address or any other communication particulars by serving written notice on the other Parties.

## **17. Entire Agreement**

17.1 The Parties expressly acknowledge that they have read the Agreement and understood its provisions. The Parties agree that the Agreement constitutes the entire agreement

between them with respect to the subject matter of the Agreement and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the Parties prior to the Agreement in respect of the matters dealt with in it. No promise, inducement, representation or agreement other than as expressly set forth in the Agreement has been made to or by the Parties.

- 17.2 There are no assumptions, dependencies, conditions or constraints which would affect the Contractor's performance or compliance with the Agreement or otherwise negate any of the provisions in the Agreement.

## **18. Severability**

- 18.1 In the event that any term, condition or provision of the Agreement or the application of any such term, condition or provision shall, to any extent, be held by a court of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from the Agreement and shall be of no force and effect; whereas the remaining terms and provisions of the Agreement shall remain in full force and effect as if such term, condition and provision had not originally been contained in the Agreement, unless the severed provisions render the continuing performance of the Agreement impossible, or materially change a Party's rights or obligations under the Agreement; in which event, such Party may give written notice of its intent to terminate the Agreement to the other Party.

- 18.2 Notwithstanding the aforesaid, in the event of such deletion, the Parties hereto shall negotiate in good faith in order to agree to terms of mutually acceptable and satisfactory alternative provisions in place of the provision(s) so deleted.

## **19. Reasonableness**

The Parties agree that the clauses in the Agreement are reasonable. In construing the clauses herein, the clauses shall not be construed contra proferentum against the Company.

## **20. Language**

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

## **21. Survival Clause**

All clauses of the Agreement so intended to survive after the termination or expiration of the Agreement shall survive such termination or expiration.

## **22. Independent Contractor/ No Partnership**

The Company and the Contractor are independent contractors. Save as expressly provided in the Agreement or by express agreement in writing between the Parties, nothing in the Agreement shall be deemed to constitute a partnership between the Parties or constitute any Party the employee, agent, partner or legal representative of the other Party for any purpose or otherwise entitle any 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 no 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 Agreement.

### 23. No Third Party Beneficiaries

Saved for the Companies mentioned in Schedule 1, nothing contained in the Agreement is intended to confer upon any person (other than the Parties hereto) any rights, benefits or remedies of any kind or character whatsoever or any right to enforce the terms of the Agreement under the Contracts (Rights of Third Parties) (Cap 53B), and no person shall be deemed to be a third party beneficiary under or by reason of the Agreement.

### 24. Intellectual Property Rights

- 24.1 Where as a result of carrying out its obligations and/or providing Services under the Agreement in respect of work designed by the Contractor for which the Contractor is to be paid by the Company, the Contractor generates data, know-how, proprietary technical data or any intellectual property ("**Foreground IP**"), then such Foreground IP shall vest in and be owned by the Company as and when it is generated. The Contractor hereby assigns to the Company by way of assignment of future copyright all legal and beneficial right, title and interest in works created by the Contractor pursuant to the Agreement. All Foreground IP capable of vesting in accordance with this Clause without the need for any transfer or assignment to be executed by the person generating the same shall vest in the Company by virtue of this Clause alone without the need for any transfer or assignment. All Foreground IP incapable of vesting in accordance with this Clause without the need for a transfer or assignment to be executed by the person generating the same, shall be arranged by the Contractor to be vested in the Company, with the necessary executed transfer or assignment at no additional charges or cost to the Company.
- 24.2 Where applicable, the Contractor shall deliver the source codes to all Foreground IP to the Company upon request of the Company made at any time and from time to time. The said source codes shall be delivered in the following manner:
- (a) One (1) soft copy of the source codes in CD; and
  - (b) One (1) hard copy of the source codes to be signed-off by the Contractor and the Company unless otherwise agreed.
- 24.3 The Contractor shall not disclose, release or sell to any persons or otherwise deal with the Foreground IP in any manner whatsoever, without the authorisation of the Company.
- 24.4 Each Party shall do everything necessary (including executing agreements and documents) to give full effect to the provisions of this Clause 24.
- 24.5 For the avoidance of doubt, nothing in the Agreement shall affect the Parties' right to own any intellectual property rights created prior to or independently of the Agreement ("**Background IP**").
- 24.6 In relation to Background IP owned by the Contractor which is provided by the Contractor under the Agreement: -
- (a) the Contractor grants to the Company and its agents, a non-exclusive, transferable, sub-licensable, perpetual, irrevocable, fully paid-up right and licence with no geographical restrictions to (whether by itself or on its behalf) use and possess the Background IP solely and exclusively for the purposes intended under the Agreement; and

- (b) the Contractor shall not be permitted to audit the use and operation such Background IP insofar as the use and operation of the Background IP is confined to the purposes intended under the Agreement.

## **25. Remedies for Infringement of Intellectual Property Rights and Royalties**

- 25.1 All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any invention or patent or patent rights, copyrights and trademarks used or required to be used in respect of the Software or any part or unit thereof supplied under the Agreement shall be deemed to be included in the Contract Price.
- 25.2 The Contractor shall fully indemnify, defend and hold harmless the Company and their respective directors, officers, departments, employees, servants and agents against all claims and costs, charges and expenses in respect thereof, by any third party for any actual or alleged infringement of any intellectual property rights which arises or would arise as a result of use of the Services performed by the Contractor.
- 25.3 In the event that any such infringement or threatened infringement occurs or may occur, the Contractor shall at its own expenses do all things necessary or expedient to permit the Contractor to continue performing the Services; or terminate the performance of the affected Service and assist the Company to obtain such replacement service and works at the Contractor's sole cost and expense, without prejudice to any other rights of the Company.
- 25.4 The Contractor agrees to give the Company prompt written notice of any threat, warning, or notice of any claim or action (including claims or actions in relation to infringement of any intellectual property rights) against the Contractor which could have an adverse impact on the Company.
- 25.5 In addition to any other right that the Company might have, in the event that any claim is made or is threatened to be made against the Company that the Contractor may have infringed the intellectual property rights of any third party the Company shall have the right to suspend the Agreement until the Contractor procures the right for the Company to provide the Services or any part thereof so that they become non-infringing to the satisfaction of the Company and the relevant third party, within such timeline specified by the Company.

## **26. Use of Name**

Except as may be necessary for a Party to carry out its obligations under the Agreement, no Party shall under any circumstances whatsoever use another 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 a Party, in any public announcement, news release, advertising, or promotional literature, without first obtaining the written consent and approval of the other Party.

## **27. Workplace Safety & Health**

- 27.1 The Contractor agrees that it will, in the performance of the Services comply with all relevant laws in relation to health and safety including without limitation the Workplace

Safety and Health Act, including submitting risk assessment documentation to the Company before commencement of the Agreement.

- 27.2 If the Services are to be performed in the Premises, the Contractor warrants that it has inspected the Premises and is satisfied that the Services can be performed and/or Equipment can be installed, safely without undue risk to the safety and health of its and the Company's representatives. The Contractor shall inform the Company immediately if the Contractor believes or has reason to believe that the Premises or any part thereof is not in compliance with the Workplace Safety and Health Act (Cap 354A).
- 27.3 Where the Contractor is or becomes aware of any hazards and or alerts from manufacturers of Equipment that are original manufacturer equipment on issues that affect the general safety of the continued use of the Equipment, the Contractor is required to immediately inform the Company of the nature of the hazard and the corrective and mitigated steps to be taken.

## **28. Governing Law**

The Agreement shall be deemed to be made in Singapore and subject to, governed by and construed in all respects in accordance with the laws of the Republic of Singapore for every intent and purpose.

## **29. Compliance with Law**

- 29.1 The Contractor shall ensure at all times that in its performance of the Agreement it shall conform in all respects with the provisions of all laws of Singapore and shall not cause the Company and their respective directors, officers, departments, employees, servants and agents to be in breach of any laws, regulations, promulgations, terms and legal obligations for the time being in force and in the future, including but not limited to the provisions of the PDPA, Cybersecurity Act (Act 9 of 2018), Computer Misuse Act (Chapter 50A) and the provisions of the Private Hospitals and Medical Clinics Act (Chapter 248), Ministry of Health's circulars and directives issued from time to time including any amendments thereto.
- 29.2 The Contractor agrees to indemnify the Company, the Company's affiliates and their respective directors, officers, departments, employees, servants and agents, against all penalties and liabilities of every kind for the Contractor's failure to comply with this Clause 29.

## **30. Gifts, Inducements and Rewards**

The Company shall be entitled to terminate the Agreement immediately, if the Contractor shall have offered or given or agreed to give to any person (including employees of the Company) any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forbearing to do any action in relation to the obtaining or execution of the Agreement with the Company or for showing or forbearing to show favour to any person in relation to any contract with the Company or if the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Company the Contractor or any other person employed by him or acting on its behalf shall have committed an offence under the Penal Code (Cap. 224) or the Prevention of Corruption Act (Cap. 241) or any other statutory modification or re-enactment thereof for the time being in force in Singapore or shall have abetted or attempted to commit such offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code (Cap. 224) or the Prevention of Corruption Act

(Cap. 241) as the case may be or any statutory modification or re-enactment thereof for the time being in force in Singapore.

### **31. Insurance**

- 31.1 The Contractor shall maintain all necessary insurance policies at its own expense with a reputable insurance company, with adequate level of cover in respect of the risks arising out of the Contractor's performance of its obligations under the Agreement and from all liabilities arising under the Agreement. Such insurance shall include public liability insurance. The Contractor will provide copies of the certificates of such insurance to the relevant Company upon the Company's demand.
- 31.2 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Agreement. 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 liabilities under the Agreement.

### **32. Right of Set Off**

Whenever under this Agreement any sum of money (including any damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Agreement.

### **33. Execution in Counterparts**

- 33.1 This Master Agreement may be executed in one (1) or more counterparts by the duly authorised representatives 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 (1) and the same Master Agreement PROVIDED ALWAYS THAT this Master Agreement shall be of no force and effect until the counterparts are exchanged.
- 33.2 This Master Agreement 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.

### **34. Miscellaneous**

Notwithstanding Clause 10, the Parties agree that a Company may in its sole discretion share this Master Agreement, the Agreement(s), and any Transaction Schedule(s), with any party as it wishes or as it deems suitable or relevant, including but not limited to, any of its affiliates, any of the other Company/ies, and their internal or external professional advisors and auditors, the Company's procurement agent (i.e. ALPS Pte. Ltd.), and any regulatory bodies and government agencies.

### **35. European Union General Data Protection Regulation (GDPR)**

- 35.1 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 Company 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.

35.2 For the purpose of this Clause 35, the following words and expressions shall have the meaning assigned hereunder and will only be applicable to the interpretation of this Clause 35 of the Agreement:

“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 Regulation.

“personal data” means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“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.

35.3 The Company 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 Company for the procurement of such undertakings or agreements.

35.4 The Contractor shall solely be responsible for any non-compliance or breaches of the GDPR and shall fully indemnify the Company against any fines, losses, damages, actions, proceedings, liabilities, costs, claims and expenses (including legal costs) suffered by the Company.

## 36. AUDIT

36.1 If required by the Company and where appropriate, the Contractor shall allow the Company 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 Master Agreement to ensure that there are proper controls and compliance with the Master Agreement 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 the Company or by a third party appointed by the Company (“**Audit Representative**”). The Contractor (and its sub-contractor(s) (if applicable)) shall cooperate with and provide support, information and assistance to the Company 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 the Company.



- 36.2 Without prejudice to the foregoing, the Company 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 Master Agreement for the purpose of such audits.
- 36.3 Notwithstanding Clause 13.3, should the Company 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 36.1 and 36.2 , above and cooperate with the Company 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 Company.

**IN WITNESS WHEREOF** this Master Agreement has been entered into on the date stated at the beginning.

Signed by )  
[insert name of signatory] )  
for and on behalf of )  
**NATIONAL UNIVERSITY HEALTH** )  
**SYSTEM PTE. LTD.** )  
as agent for the Companies as )  
Listed in Schedule 1 )  
in the presence of ) \_\_\_\_\_

\_\_\_\_\_  
Name:  
Designation:

Signed by )  
[insert name of signatory] )  
for and on behalf of )  
**[CONTRACTOR]** )  
in the presence of ) \_\_\_\_\_

\_\_\_\_\_  
Name:  
Designation:

**SCHEDULE 1**

(List of Companies and the Contractor)

Parties

Companies:	To insert particulars of Institutions
Contractor:	xxxx

**SCHEDULE 2**

(Specimen Transaction Schedule)

Reference No.	xx
Transaction Schedule Effective Date	xx
Transaction Schedule Expiry Date	xx

**The provisions set out in the Master Maintenance Service Agreement entered into on [date] (“Master Agreement”) between the Contractor and NUHS are incorporated, mutatis mutandis, in this Transaction Schedule and shall form a part of this Transaction Schedule.**

1. Services:	<p>1.1 The Services of this Transaction Schedule (inclusive in the Contract Price) shall include: -</p> <ul style="list-style-type: none"> <li>(a) All scheduled Preventive Maintenance set out in <b>Appendix A</b>;</li> <li>(b) Corrective Maintenance;</li> <li>(c) Components/parts (only for Equipment with Comprehensive Contract set out in <b>Appendix A</b>);</li> <li>(d) Preventive Maintenance Kits (except those set out in <b>Appendix B1</b>); and</li> <li>(e) Chargeable labour (as set out in paragraph 6 below), where applicable.</li> </ul> <p>1.2 During the continuance of this Agreement, the Contractor shall provide the following Services in respect of the Equipment:</p> <ul style="list-style-type: none"> <li>(a) <u>Preventive Maintenance</u> <ul style="list-style-type: none"> <li>i. The Contractor undertakes to make regular, scheduled visits to the Company to test the functions and inspect the condition of the Equipment and make such adjustments or repairs as shall be necessary to keep the Equipment in good working order and safe for use.</li> <li>ii. Preventive Maintenance as specified in Paragraph 1.2(a)(i) shall be carried out and conducted regularly as listed in <b>Appendix A</b> during the continuance of this Agreement. The Company will inform the Contractor of the Preventive Maintenance schedule at least 2 weeks in advance and the Contractor shall ensure it complies.</li> <li>iii. The visits specified in paragraph 1.2(a) and scheduled in paragraph 1.1(a) above shall be made [during Office Hours] by prior appointment, made with an Officer no later than two (2) days, before each such visit.</li> </ul> </li> </ul>
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iv. All Preventive Maintenance Kits NOT included in the Agreement are to be stated clearly under **Table 2 of Appendix B1** and the agreed rate to be listed in **Appendix B1** accordingly.

v. Missed Preventive Maintenance/ Disposal of Equipment (Adjustment to Charges)

In the event of the Contractor's failure to perform Preventive Maintenance in accordance with this paragraph 1.2(a) and Appendix A, the Contractor shall indicate the cost of the missed Preventive Maintenance session accordingly in Appendix A and the Company is entitled to deduct or set off the pro-rated charges for such missed Preventive Maintenance session from the Contract Price or to inform the Contractor to provide the required Preventive Maintenance session.

If the Contractor fails to indicate or record the cost of such missed Preventive Maintenance session, the Company shall not be obligated to make payment of the Payable Amount (defined in Appendix A) to the Contractor.

(b) Corrective Maintenance

i. The Contractor shall attend to any number of Breakdown Calls [within the Maximum Number of Breakdown Calls] during the Contract Period upon receipt of verbal or written notification from an Officer. Upon such notification, the Contractor shall, within the Response Times given in **Paragraph 5 of Appendix C**, make such repairs or adjustments to, and replace such components or parts of, the Equipment in order to restore the Equipment back to its proper operating condition.

ii. The Contractor shall provide a designated point of contact under **paragraph 8 of this Transaction Schedule** and make arrangements to enable maintenance representatives to receive requests timely for Corrective Maintenance service, when such need arises, twenty-four (24) hours a day. The Contractor shall provide written notification of any change in the designated point of contact.

iii. Response Time (per event)

a. The Contractor agrees that the Response Time set out at **Paragraph 5 of Appendix C** is reasonable and shall apply its best efforts to meet the particular standard applicable to the Equipment.

b. Each failure to meet the required Response Time standard will be recorded by the Company. Repeated failure on the Contractor's part to meet the response requirement will entitle the Company to terminate this Agreement notwithstanding Clause 7 of the Agreement.

	<p>v. <u>Turn-around time (per event)</u></p> <p>a. The Contractor will endeavour to repair and return any defective Equipment, part or component (whichever is applicable) within the stipulated timeframes and ensure that the repair and/or maintenance is complete and the Equipment is fully functional.</p> <p>b. For Comprehensive Contracts only: Unless expressly agreed otherwise by the Company, the Contractor must resolve and repair any incident of fault and repeated faults of the same nature in the shortest possible time, and no longer than a cumulative maximum of seven (7) calendar days.</p> <p>For Labour Contracts only: The Contractor must attend to, resolve and complete the Equipment repair within 10 calendar days. If spare parts are required, the Contractor shall expedite the ordering of parts upon receipt of BME's confirmation and rectify the faults within 10 days of receiving of parts.</p> <p>ii. <u>Cumulative Downtime (per contractual year)</u>. The Contractor undertakes that the cumulative downtime of the Equipment shall not exceed 18 days in each contractual year. For avoidance of doubt, cumulative downtime shall apply to Comprehensive Contracts only.</p>
<p>2. Parts and Components</p>	<p>2.1 Where any of the Equipment is found or reported to be in need of repairs which include the replacement of faulty components or parts, the Contractor shall replace all such faulty components or parts in the Equipment and ensure that the Equipment is in proper operating condition. The Contractor guarantees, on completion of the repairs, that the Equipment and components or parts supplied is of merchantable quality and fit for their purpose and will be free from any defects in material workmanship and is completely safe for operation, conforms to all applicable specifications and that all replaced components or parts carry a minimum three (3) month's warranty from the date of replacement of that component or part. Only if requested by the Company, after a maintenance visit the Contractor shall return all replaced components/parts to the Biomedical Engineering Department of the Company, otherwise the Contractor shall remove the replaced components/parts from the Premises.</p> <p>2.2 Before any replacement and/or repair of components/parts is done, the Contractor shall submit a quotation for the replacement components/parts to the relevant Company for approval. Notwithstanding the foregoing, in the event of urgent circumstances, the components/parts shall be replaced urgently by the Contractor at the request of the relevant Company. The aforementioned in this paragraph 2.2 does NOT apply to (1) all</p>

	<p>components or parts that are under warranty and (2) Comprehensive Contracts (indicated accordingly in the relevant Transaction Schedule).</p> <p>2.3 <u>For Comprehensive Contracts only</u>: All replaced components/parts chargeable under comprehensive contracts shall be supplied by the Contractor in accordance with the list in Table 1 of Appendix B1.</p> <p>2.4 <u>For Labour Contracts and PM only Contracts</u>: The prices of all components/parts, of individual value above S\$5,000, chargeable under labour contracts and PM only contracts, shall be set out in Appendix B2. For the avoidance of doubt, the prices are firm and not to be changed for the first 2 years from the effective date of this Transaction Schedule. Thereafter any increase in the prices are subject to parties' negotiation and agreement in writing.</p>
<p>3. Contract Price:</p>	<p>Total:  FY21:  FY22:  FY23:  FY24:  FY25:  FY26:</p>
<p>4. Working Days:</p>	<p>Monday to Friday (Excluding Public Holidays)</p>
<p>5. Office Hours:</p>	<p>Monday to Friday (Excluding Public Holidays) : H.MMam to H.MMpm</p>
<p>6. Service Charges:</p>	<p>Service Charge (after Office Hours) : xx</p> <p>Minimum Charge (after Office Hours) : xx</p> <p>Service Charge (Saturday, Sunday &amp; Public Holidays) : xx</p> <p>Minimum Charge (Saturday, Sunday &amp; Public Holidays) : xx</p> <p>Charges to be invoiced in name of Company :</p>
<p>7. Contract Period:</p>	<p>7.1 X years</p> <p>7.2 Option to Renew: Up to [x] year [as per Clause 2.3 of the Master Maintenance Service Agreement]</p>

<p>8. Notices and Contact details</p>	<p><b>Contractor</b>                  Address:                  Contact Person (Office Hours):                  Telephone Number:                  Mobile Number:                  Fax Number                  24-hour Hotline Numbers:</p> <hr/> <p><b>Company</b>                  Address:                  Contact Person:                  DID:                  Email Address:</p>
<p>9. Appendices</p>	<p>Appendix A: List of Equipment and PM Schedule</p> <p>Appendix B1: Components and Parts Charges</p> <p>Appendix B2: List of Components and Parts of value more than S\$5,000</p> <p>Appendix C: Maintenance Standards (Service Level requirements)</p> <p>Appendix D: Checklist</p>

The Company

The Contractor

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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 3**

(Specimen Addendum for Amendment)

Reference No.	xx
Transaction Schedule Effective Date	xx
Addendum No.	xx
Addendum Effective Date:	

**Whereas:**

- A. The Company and the Contractor are parties to a Master Maintenance Service Agreement entered into on [date] (“**Master Agreement**”). Pursuant to the Master Agreement, the Company and the Contractor have entered into a Maintenance Service Transaction Schedule Agreement (Maintenance Agreement Number: [Entity Reference No.]) for the period \_\_\_\_\_ to \_\_\_\_\_ (“**Maintenance Agreement**”).
- B. The Company and the Contractor agree to amend/vary/modify the terms of the Maintenance Agreement by entering into this Addendum reflecting the amendments/variations/modifications.
- C. This Addendum shall form Addendum (#) to the [Entity Reference No.].

**And Now by this Addendum**, the Parties agree to amend/vary/modify the Maintenance Agreement as evidenced in this Addendum which amendments/variations/modifications are as follows:

**1. EFFECTIVE DATE**

The amendments/variation/modification in this Addendum will take effect on **[date]**.

- 2. Except to the extent expressly provided for as amended/varied/modified in this Addendum, the terms and conditions of the Maintenance Agreement shall continue to apply to this Addendum for the remainder of the Maintenance Agreement term up to 31<sup>st</sup> March XXXX.

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

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

“[clause/paragraph with amendment/Item 4 of Schedule 1 will be replaced with the attached annexure]”

**4. ADDITIONAL EQUIPMENT**

In view of the Additional Equipment, the Appendix A in the Maintenance Agreement will include the Additional Equipment with the details in the table of “Appendix A– Additional Equipment” table below.

The details of the Additional Equipment are as follows. The adjustments to the Contract Price as a result of the Additional Equipment is set out in the table below will apply accordingly:

**APPENDIX A – ADDITIONAL EQUIPMENT**

S/N	ASSET TAG/BME CONTROL NUMBER	SERIAL NUMBER	DESCRIPTION	SUB SYSTEM	MODEL	DEPT/LOCATION	CRITICAL EQUIPMENT	COMMENCEMENT DATE	EXPIRY DATE	CONTRACT PERIOD	TYPE OF CONTRACT*	FREQUENCY OF PM	SCHEDULE OF PM	COST PER PM	COST OF BATTERY/ PM KIT	DEDUCTION FOR COST OF MISSED PM**
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																

\* Comprehensive Contract or Labour Contract or PM Only Contract

\*\*For missed PM, Payable Amount = (Cost to be invoiced for each applicable piece of Equipment after each PM) – (Deduction for cost of missed PM) . The “Deduction for missed PM” should be equivalent to the amount charged for PM only services.

Please Note: If this column is not completed at the time of signing of the Agreement by the Contractor, then the Contractor and the Company agree that the Company will not be obligated to pay the Contractor the Payable Amount

**5. REMOVED EQUIPMENT**

The details of the equipment to be removed from the Premises are set out in the table of “Appendix A– Removed Equipment” table below (“Removed Equipment”).

The Removed Equipment will be removed from Appendix A in the Maintenance Agreement.

Following the removal of Removal Equipment, there shall be adjustments to the Contract Price which are as detailed below: -

**APPENDIX A – REMOVED EQUIPMENT**

S/N	ASSET TAG/ BME CONTR OL NUMBE R	SERIAL NUMBE R	DESCRI PTION	SUB SYSTEM	MODEL	DEPT / LOCATI ON	COMME NCEME NT DATE	EXPIRY DATE	CONTRA CT PERIOD	TYPE OF CONTRA CT*	DATE OF TERMINA TION	COST Per PM	PRO-RATE AMOUNT OF THE CONTRACT PRICE TO BE PAID AFTER REMOVAL OF THIS EQUIPMENT
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

\* Comprehensive Contract, Labour Contract or PM Only Contract

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:

Specimen