

SECTION 2

GENERAL TERMS AND CONDITIONS

FOR THE

SUPPLY OF CONSULTANCY SERVICES

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF CONSULTANCY SERVICES

1. DEFINITIONS

1.1. In the 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 the 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) **"Contract"** means the Consultant's Proposal, corrigendum (if any), clarifications (if any), the Letter of Award, Orders, all documents relating to the RFP, this General Terms and Conditions, all Schedules (including any annex, appendix, schedule or exhibit of the Schedules) and any mutually agreed written amendments thereto.
- (c) **"Consultant"** means the successful vendor or its agent or representative who has been awarded this Contract and who will supply the Services and Deliverables to the Institution and includes the Consultant's permitted assigns and/or successors-in-title.
- (d) **"Consultant Material"** means the materials that is proprietary to the Consultant.
- (e) **"Contract Period"** (where applicable) means the duration of the Contract as stated in **Clause 2**, unless earlier terminated pursuant to **Clause 11**.
- (f) **"Contract Price"** means the total awarded contract value (exclusive of GST) payable to the Consultant for the supply of Services and Deliverables to the Institution as stated in the Letter of Award and specified in **Schedule 2**.
- (i) **"Deliverables"** means and include all Intellectual Property that are (1) conceived, designed, practiced, prepared, produced or developed by the Consultant specifically and exclusively for the Institution during the course of and in connection with the Services and this Contract, based upon knowledge or information learned or gained from the Institution; or (2) as specified in this Contract and/or Requirements and the Consultant Material licensed to the Institution and its Affiliates.
- (g) **"Effective Date"** means the date the Contract takes effect as specified in the Letter of Award.
- (h) **"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, earthquakes, typhoons, hurricanes, tsunamis, etc.) or act of governmental and regulatory authorities, 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;
- (i) **"GST"** means the goods and services tax chargeable under the Goods and Services Tax Act (Cap. 117A).
- (j) **"Institution"** means the Institution (as defined in the Letter of Award), acting through its Materials Management Department. Even where it is not expressly provided, references to "Institution" in these General Terms and Conditions shall include its Affiliates, where applicable.
- (k) **"Intellectual Property"** includes but is not limited to any patent, copyright, design right, trade mark, service mark, registered designs, trade and business name, domain name, goodwill, geographical indication, know-how, confidential information, trade secret, technical data, any application (whether pending, in process or issued) for any of the

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foregoing, and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media, or technology now known or later developed.

- (l) **“Intellectual Property Rights”** means rights arising out of or in connection with Intellectual Property;
 - (m) **“Letter of Award”** means the letter of award issued by the Institution to the Consultant in respect of the acceptance of the Proposal (or part thereof);
 - (n) **“Licensee”** means the Institution and all its Affiliates.
 - (o) **“Orders”** means the ordering and purchase of Services and Deliverables by the Institution including by way of indent forms, purchase orders, emails and/or faxes, on the terms of the Contract;
 - (p) **“Parties”** means both the Consultant and the Institution (each of whom shall be referred to individually as “Party”).
 - (q) **“Personal Data”** has the meaning defined in the Personal Data Protection Act 2012 (No. 26 of 2012) (the “PDPA”).
 - (r) **“Proposal”** means the proposal submitted by the Consultant under the RFP.
 - (s) **“Requirements”** means (i) the specifications and descriptions issued by the Institution to the Consultant for the purpose of inviting the Consultant to submit its Proposal for providing the Services and Deliverables; (ii) those parts of the Consultant’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.
 - (t) **“RFP”** means Request for Proposal.
 - (u) **“Services”** means the services which the Consultant is required to provide under the Contract (including the Deliverables), and where applicable, would include advice, recommendations and any other necessary resources.
- 1.2. 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.
- 1.3. If any inconsistencies or conflicts arise between the separate documents forming the Contract, to the extent of inconsistency or conflict, the following order of precedence shall apply in order of priority: (i) any written agreement (e.g. addendum) between the Parties to amend the Contract, (ii) Orders, (iii) the Letter of Award, (iv) the Schedule(s) in this General Terms and Conditions, (v) this General Terms and Conditions, (vi) the other documents forming the Contract.
- 1.4. 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.

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- 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, and all regulations, rules and statutory instruments (however described) issued under it.
- 1.6. Any reference to “day” shall mean a period of twenty-four (24) hours, ending at twelve (12) midnight.
- 1.7. 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.
- 1.8. 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. CONTRACT PERIOD

- 2.1. The Contract shall commence on the Effective Date and shall expire on the date as stated in the Letter of Award. The Consultant shall, at its own cost and expense, take all necessary steps to correct any deficiency and take all necessary steps to ensure that the Services and Deliverables are supplied within the timeline specified by the Institution.

3. SCOPE OF CONTRACT

- 3.1. The Consultant shall perform and complete the Services in accordance with the Contract and the Requirements in every respect and deliver the Deliverables in accordance with **Schedule 1** [and **Schedule 3**], time being of the essence.
- 3.2. The Consultant shall deploy or employ such relevant Consultant Material for facilitating and enhancing the performance of the Services.
- 3.3. In relation to the Consultant Material, the Consultant, as the legal and beneficial owner, hereby grants to the Licensee a non-exclusive, perpetual, irrevocable, fully paid-up right and licence with no geographical restrictions to use, execute, display, perform, possess, modify and create derivative works from the Consultant Material solely and exclusively for the Licensee’s internal and non-commercial purposes. If the Licensee for any reason appoints a third party service provider to provide services that require the use of all or any part of the Consultant Material, the Licensee shall be entitled to assign or transfer, upon written notice to the Consultant, to the third party service provider any and all of the rights, interests or obligations under the licence granted under this **Clause 3.3**. The Licensee may use the Consultant Material as it deems appropriate for internal and non-commercial purposes.
- 3.4. All Deliverables supplied and provided by the Consultant shall be in English.

4. CONTRACT PRICE

- 4.1. The Contract Price for the Services provided by the Consultant to the Institution pursuant to the Contract is set out in **Schedule 2**, and shall represent the total cost to the Institution (excluding GST) for the Services and Deliverables provided, which shall include the cost of all necessary manpower and materials that may be required by the Consultant to provide the Services and Deliverables.
- 4.2. The Contract Price for the Services shall not be subject to change during the Contract Period unless expressly provided for in the Contract

5. PAYMENT

- 5.1. Subject to the provisions of the Contract, the Institution shall pay the Consultant the Contract Price in accordance with the provisions of **Schedule 2**. Invoices shall be submitted by the Consultant at the agreed milestone and shall be due and payable by the Institution within sixty

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(60) days from receipt of the invoice by the Institution. PROVIDED ALWAYS that such payment shall not affect the Institution's right to reject any of the Services and Deliverables or the Consultant's responsibility to replace defective Services and Deliverables, and such payment shall also not amount to a waiver of any accrued rights and remedies of the Institution against the Consultant.

- 5.2. Without limiting any of the Institution's rights under this Contract, the amount of any payment or debt owed by the Consultant to the Institution under this Contract may be deducted by the Institution from any monies payable by the Institution to the Consultant pursuant to this Contract.
- 5.3. The Institution may, upon providing written notice to the Consultant within thirty (30) days after receipt of an Invoice, withhold payment to the Consultant and question any items invoiced to the Institution. Such non-payment shall not constitute a default or breach of the Contract. In the event of any dispute between the Institution and the Consultant with respect to the content of the Invoice, the Institution shall pay the undisputed amount and the Institution and the Consultant shall promptly seek to resolve the disputed matters in accordance with **Clause 17 (Dispute Resolution)**.
- 5.4. The Consultant shall submit such invoices or other supporting documents as the Institution may require for the purpose of making payment.
- 5.5. The Institution shall not pay for expenses or costs of whatever nature other than those expressly set forth in the Contract.

6. REPRESENTATIONS & WARRANTIES

- 6.1. The Consultant hereby represents and warrants that:
 - (a) it is the lawful owner or licensee of any Consultant Material (including but not limited to hardware, software, specifications, designs, templates) used for the performance of the Services and provision of Deliverables contemplated hereunder, such Consultant Material has been lawfully developed or acquired by the Consultant, and the Consultant has the right to permit the Institution access to and use of such Consultant Material;
 - (b) the Services and Deliverables, or any part thereof do not and will not infringe the Intellectual Property Rights of any person and the Consultant shall, where applicable, obtain for and grant to the Institution and its Affiliates, free of any additional charge, a worldwide, perpetual, non-exclusive licence to use all Intellectual Property owned by or licensed to the Consultant that are necessary for the provision of the Services and the provision/use of the Deliverables;
 - (c) full legal and beneficial title to the Deliverables shall pass from the Consultant to the Institution upon acceptance of the Services and/or Deliverables, free and clear of all liens, claims, encumbrances and other restrictions whatsoever;
 - (d) the Services and Deliverables shall in all respects comply with all legal and regulatory requirements and industry standards;
 - (e) the Consultant has the requisite skill and expertise, for the satisfactory provision of the Services in accordance with the Contract, and acknowledges that the Institution relies upon this warranty and representation;
 - (f) it has full power and authority to enter into and perform the Contract, and the Contract constitutes a valid and binding obligation on the Consultant and does not conflict with any other agreement or obligation by which the Consultant is bound;
 - (g) in entering and performing the Contract, it has not committed any fraud, fraudulent misrepresentation or criminal act;
 - (h) at the commencement of the Contract, all information contained in its Proposal in response to the RFP remains true and accurate;
 - (i) the execution of the Contract and delivery of the Services and Deliverables 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;

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- (j) no proceedings or other steps have been taken for the winding up of the Consultant or for its dissolution or for the appointment of a receiver, liquidator, manager, administrator or similar officer in relation to any of the Consultant's assets or revenue;
- (k) 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 Contract; and
- (l) the signatories for and on behalf of the Consultant are authorized and fully empowered to execute the Contract on the Consultant's behalf.

7. SECURITY DEPOSIT / BANKER'S GUARANTEE

- 7.1. 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 other forms of security (in such form as prescribed by the Institution) equivalent to ten percent (10%) of the Contract Price.
- 7.2. The Institution shall be entitled to utilise and make payments out of or deductions from the Security Deposit in accordance with the Contract.
- 7.3. In the event that the Security Deposit provided for in **Clause 7.1** is inadequate to fully indemnify or compensate the Institution for any loss, liability, cost, expenses or damage incurred or suffered by the Institution as aforesaid, the Contractor shall, forthwith on demand by or on behalf of the Institution, pay to 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 the Institution to the extent to which the Security Deposit proves inadequate.
- 7.4. If, at any time, by virtue of the deduction by the Institution in accordance with **Clause 7.2**, the Security Deposit falls below the amount stipulated in **Clause 7.1**, the Contractor shall, forthwith on demand by or on behalf of 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 and determined by to the Institution for the same.
- 7.5. 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 7.2**, after the Contract has expired or has been terminated PROVIDED ALWAYS that the Contractor has performed the Contract to the satisfaction of the Institution.

8. DEED OF GUARANTEE AND INDEMNITY FROM CONTRACTOR'S PARENT COMPANY

- 8.1. 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 the Institution, in a form to be determined at the Institution's sole and absolute discretion.
- 8.2. If the Contractor's parent company is registered overseas, 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 determined by 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. INDEMNITY

- 9.1. The Consultant shall indemnify, defend and hold harmless the Institution, its Affiliates, and the Institution's and its Affiliates' servants, agents, employees, officers and departments against all liabilities, claims, expenses (including court costs and fees of solicitors (on a full indemnity basis) and that of other professionals) and losses in respect of damage to any property or breach of statutory duty or fraud or fraudulent misrepresentation or criminal act or personal injury to or death of any person:

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- (a) due to any act, default, omission or negligence of the Consultant, the Consultant's servants or agents arising out of or in the course of the performance of the Contract; and/or
- (b) due to any breach or non-performance of the terms of the Contract by the Consultant, the Consultant's servants or agents.

10. INSURANCE

- 10.1. The Consultant 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 Consultant's performance of its obligations under the Contract and from all liabilities arising under the Contract. Such insurance shall include professional liability in connection with the Services provided under the Contract.
- 10.2. The provisions of any insurance or the amount of cover shall not relieve the Consultant of any liabilities under the Contract. It shall be the responsibility of the Consultant to determine the amount of insurance cover that will be adequate to enable the Consultant to satisfy liabilities under the Contract.
- 10.3. The Institution shall have the option to require the Consultant at any time to provide to the Institution a copy of any policy taken out by the Consultant in compliance with the Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place.

11. AUDIT

- 11.1. If required by the Institution and where appropriate, the Contractor (and its Sub-Contractor(s) (if applicable)) shall allow 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 Agreement to ensure that there are proper controls and compliance with the Agreement and to monitor the performance of the Contractor's obligations under the Agreement, to satisfy itself as to the status and quality of the Services and Products. Audits may be conducted by the Institution or by a third party appointed by the Institution ("**Audit Representative**"). The Contractor (and its Sub-Contractor(s) (if applicable)) shall cooperate with and provide support, information and assistance to the Institution and/or its Audit Representative for the purpose of such audits. The Contractor (and its Sub-Contractor(s) (if applicable)) shall provide all support necessary for the conduct of the audits at no additional cost to the Institution.
- 11.2. Without prejudice to the foregoing, 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 Agreement for the purpose of such audits.
- 11.3. The Contractor shall ensure that its Sub-Contractor(s) shall comply with Clause 11.1 and 11.2 above and cooperate with 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 by the Institution. For avoidance of doubt and in accordance with Clause 20 below, the Contractor may not sub-contract any of its rights and obligations under this Contract without prior written consent of the Institution.

12. TERMINATION

- 12.1. The Institution may, unless such termination is prohibited by written law, terminate the Contract forthwith by written notice to the Consultant with immediate effect in the event that:
 - (a) the Consultant commits a breach and fails to remedy that breach within the time stipulated in the notice given by the Institution to remedy the breach;
 - (b) it is a material breach or a breach that is not in the sole and absolute opinion of the Institution capable of remedy;
 - (c) there is a delay in the delivery of the Services and/or Deliverables by the Consultant and the delay is not due to a Force Majeure Event;

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- (d) an order is made or an effective resolution is passed for the winding up of the Consultant or for a voluntary liquidation for the purpose of reconstruction or amalgamation;
- (e) the Consultant becomes insolvent; or
- (f) the Consultant makes an assignment for the benefit of its creditors or a liquidator, receiver, trustee, judicial manager or similar official is appointed over all or a substantial part of its assets.

12.2. In the event of termination under **Clause 12.1** above:

- (a) the purchase of any Services and/or Deliverables which have not been performed/delivered in accordance with **Clause 3**, shall be deemed cancelled, and the Consultant shall have no claim whatsoever against the Institution in respect of these undelivered Services and/or Deliverables; and
- (b) the Consultant shall refund and repay to the Institution any advance payment received from the Institution without prejudice to the Institution's other rights to claim compensation and damages under the Contract, including without limitation to compensation for increased costs in obtaining the Services and/or Deliverables from other sources.

12.3. The Institution may terminate the Contract or reduce the scope of the Contract at any time without cause by giving the Consultant not less than fourteen (14) days prior written notice. No compensation, monetary or otherwise shall be payable to the Consultant in such event. Upon termination of the Contract by the Institution in accordance with this **Clause 12**, the Consultant shall:

- (a) be entitled to payment for all Services and/or Deliverables delivered and accepted up to and including the final day of the fourteen (14) days' notice period, provided always that all terms and conditions of the Contract have in the opinion of the Institution been duly and faithfully observed by the Consultant; and
- (b) forthwith deliver to the Institution all Services and/or Deliverables prepared in connection with the Contract (if any) which have been agreed upon prior thereto up to and including the final day of the fourteen (14) days' notice period.

12.4. Any termination of the Contract shall be without prejudice to any rights or obligations the Institution may have accrued under the Contract on or before termination, including in respect of an antecedent breach.

13. EXIT

13.1. Prior to or upon the termination of the Contract ("**Exit Date**");

- (i) in connection with the Services and/or Deliverables under the Contract, the Consultant shall deliver to the Institution any license(s) granted to the Institution in respect of:-
 - (a) Intellectual Property Rights that may belong to the Consultant;
 - (b) Consultant Material;
 - (b) the Consultant's confidential information; and
 - (c) all proprietary rights in respect of the foregoing which shall continue to be in force.
- (ii) in connection with Intellectual Property Rights which does not belong to the Consultant but was used by the Consultant to deliver the Services and/or is used or incorporated in Deliverables as of the Exit Date, the Consultant shall use its best endeavours to transfer, assign, or sublicense such third party Intellectual Property Rights to the Institution and its Affiliates/designee(s) at no additional cost or at a cost and on terms reasonably acceptable to the Institution.

14. FORCE MAJEURE

14.1. A Party shall not be liable for any failure or delay to comply with its obligations under the Contract where such failure is caused solely and directly by a Force Majeure Event provided that the Party

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relying on the Force Majeure Event (“**Notifying Party**”) shall notify the other Party within seven (7) days from the commencement of the event relied upon by the Notifying Party for its failure to comply with its obligations.

- 14.2. The Notifying Party shall, subject to its 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 Consultant, the Consultant 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.
- 14.3. If such Force Majeure Event persists for more than fourteen (14) days, 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, and no compensation, monetary or otherwise shall be payable by the Institution to the Consultant in such event.
- 14.4. The Institution shall not be liable for any loss, liability or inconvenience suffered by the Consultant arising from any Force Majeure Event or the termination of the Contract as a result of such Force Majeure Event.

15. NOTICES

- 15.1. 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 Institution:	If to Consultant:
Address as stated in the Letter of Award	Address as stated in the Proposal

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.

- 15.2. 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) 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.

16. GOVERNING LAW

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

17. DISPUTE RESOLUTION

- 17.1. 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.
- 17.2. If the dispute, claim, question, disagreement or difference is not settled in accordance with **Clause 17.1** 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

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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 17** shall be deemed a breach of Contract.

- 17.3. 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.
- 17.4. For the avoidance of doubt, it is agreed that nothing in this **Clause 17** 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.
- 17.5. The commencement of any mediation or litigation proceedings shall in no way affect the continual performance of the obligations of the Consultant under the Contract, except in so far as such obligations relate to the subject matter of such proceedings.
- 17.6. Parties shall keep the dispute resolution proceedings and all information, documents, evidence and all matters relating thereto confidential in accordance with **Clause 22**.

18. STATUTORY OBLIGATIONS, COMPLIANCE WITH LAW

- 18.1. The Consultant shall comply with all laws applicable to the performance of the Services and supply of the Deliverables. The Consultant shall apply for and obtain at their cost in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Consultant to perform the Services and supply the Deliverables.
- 18.2. Save for 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.
- 18.3. The Consultant shall not offer or give, or agree to give, to the Institution or any other public body or any person employed by or on behalf of 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 this Contract. The Institution may terminate the Contract immediately and recover from the Consultant the amount of any loss resulting from such termination if so.

19. AMENDMENTS

- 19.1. No amendment, change or modification of the Contract shall be valid unless it is in writing and signed by each Party.

20. NO SUB-CONTRACTING AND ASSIGNMENT

- 20.1. The rights and obligations arising out of the Contract shall not be assignable or transferable by the Consultant or sub-contracted to any third party without the prior written consent of the Institution.
- 20.2. Notwithstanding that any obligation is sub-contracted, the Consultant 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 Consultant shall indemnify the Institution against all and any losses, expenses, costs (including legal costs), damages, liabilities, proceedings or claims arising therefrom.

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21. INDEPENDENT CONTRACTOR / NO PARTNERSHIP

21.1. 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, 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.

22. CONFIDENTIALITY

22.1. The Consultant 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 (the “**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.

22.2. The Consultant 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 Consultants’ staff with the confidentiality obligations herein; and
- (c) ensure that any employee, servant or agent of the Consultant’s subcontractor (if any) comply with the confidentiality obligations herein.

22.3. The Consultant 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 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.

22.4. The Consultant’s confidentiality obligations under this **Clause 22** 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.

22.5. 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.

22.6. For the avoidance of doubt, references to the Institution in this **Clause 22** includes a reference to the Institution’s Affiliates.

23. USE OF NAME

23.1. 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.

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24. INTELLECTUAL PROPERTY

- 24.1. Where as a result of carrying out its obligations under the Contract in respect of the Deliverables for which the Consultant is to be paid by the Institution, the Consultant generates proprietary technical data, know-how or any Intellectual Property, then such data, know-how and other information and all Intellectual Property Rights so generated or comprising in the aforementioned shall vest in and be owned by the Institution as and when such is generated. The Consultant hereby assigns to the Institution by way of assignment of future copyright all legal and beneficial rights, title and interest in the Deliverables created by the Consultant pursuant to this Contract.
- 24.2. The Consultant shall not use any of the aforesaid proprietary data, know-how and other information without the authorisation of the Institution.
- 24.3. All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any Intellectual Property Rights used in respect of the Services and Deliverables supplied under the Contract, shall be deemed to be included in the Contract Price.
- 24.4. In the event of the Institution (for this Clause 24, the term "Institution" shall include its Affiliates, employees and contractors) incurring any liability, claims, costs, losses, damages, and expenses arising from or related to any claim, suit, or action brought against the Institution by a third party for infringement of such third party's Intellectual Property Rights by any Service and/or Deliverable provided and/or the Consultant Material licensed by Consultant to the Institution under this Contract, the Consultant shall, without prejudice to (i) the Institution's right to defend a claim alleging such infringement, (ii) the Institution's right of action or remedy against the Consultant, and (iii) all or any of the Institution's rights as contained in the Contract:
- (a) indemnify the Institution against all such claims and costs, charges and expenses in respect thereof; and
 - (b) at its own expense:
 - (i) defend such claim if so requested by the Institution. The Consultant shall observe the Institution's directions relating to the defence or negotiation for settlement of the claim and shall provide all reasonable assistance to the Institution in such defence or negotiation; and
 - (ii) do the following:
 - a. procure for the Institution, the right to continue accepting, possessing, purchasing, distributing or using the Services and Deliverables; or
 - b. modify or amend the Services and Deliverables or infringing part thereof so that the same becomes non-infringing without affecting the capacity and performance of the Services and Deliverables; or
 - c. replace the Services and Deliverables or infringing part thereof by other Services and Deliverables or part thereof of identical capability and performance;
 - (c) provided always that actions by the Consultant under **Clause 24.4(b)** are subject always to the Institution's right to:
 - (i) cancel immediately the Contract for delivery/supply of the Services and Deliverables thereof yet to be delivered/supplied to the Institution; and/or
 - (ii) return the Services and Deliverables or parts thereof already delivered; and/or
 - (iii) cancel the Services and Deliverables to be provided; and/or
 - (iv) purchase or otherwise obtain the Services and Deliverables or parts thereof from alternative source(s); and
 - (d) seek refund of the Contract Price already paid to the Consultant.

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF CONSULTANCY SERVICES

24.5. The Consultant shall do all things necessary (including executing agreement and documents) to give full effect to the provisions of this **Clause 24** at no additional cost to the Institution above the Contract Price.

25. PERSONAL DATA

25.1. Where the Consultant receives any Personal Data from the Institution, it shall ensure that it fully complies with the provisions of the PDPA and only deals with the Personal Data to fulfill its obligations under the Contract. The Consultant shall indemnify the Institution for any breach of the PDPA, which renders the Institution liable for any fines, costs, claims or expenses.

25.2. The Consultant shall in relation to Personal Data:

- (a) ensure that it has, in relation to all Personal Data obtained and/or collected by it under the Contract in connection with its obligations under said Contract, fully complied with all requirements of the PDPA;
- (b) process Personal Data only in accordance with the written instructions given by the Institution and to such extent necessary and appropriate for the purposes of the Contract or such other purposes approved by the Institution in writing;
- (c) promptly deal with any enquiry from the Institution relating to the Consultant's processing of Personal Data;
- (d) not transfer or allow the Personal Data to be transferred, outside of Singapore, unless expressly instructed or authorised by the Institution; and
- (e) provide all necessary co-operation and assistance (whether to the Institution or otherwise) to allow access and/or correction of Personal Data in accordance with the PDPA.

25.3. Specifically, the Consultant shall also take all reasonable measures to ensure:

- (a) that any Personal Data belonging to the Institution which is held by the Consultant pursuant to the Contract is protected against loss, unauthorised access, use, modification, disclosure or other misuse, 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 Consultant for legal or business purposes, that Personal Data is destroyed or re-delivered to the Institution;
- (c) that the Institution is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this **Clause 25** and the Consultant undertakes, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this **Clause 25** (including providing the Institution with such reports or information concerning such steps as and when requested by the Institution); and
- (d) it keeps itself apprised of any and all notices and circulars which the Institution may from time to time notify to the Consultant, 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 Contract in a manner which is consistent with the PDPA Documentation, and will not cause the Institution to be in breach of the same.

25.4. Notwithstanding and further to anything stated elsewhere in the Contract, the Institution reserves the right and the Consultant agrees that the Institution 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 Consultant with the obligations under this **Clause 25**.

25.5. To the extent that Consultant sub-contracts its obligations under the Contract to a sub-contractor, the Consultant agrees and acknowledges that it shall ensure that this **Clause 25** is incorporated into the sub-contractor's contract.

25.6. For the avoidance of doubt, references to the Institution in this **Clause 25** includes a reference to the Institution's Affiliates.

26. EUROPEAN UNION GENERAL DATA PROTECTION REGULATION

26.1. The Consultant 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 Consultant:

- (a) If the Consultant 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 Consultant 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 Consultant 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 26**, the following words and expressions shall have the meaning assigned hereunder and will only be applicable to the interpretation of this **Clause 26** of this General Terms and Conditions:

“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.

26.2. The Institution reserves the right to procure from the Consultant further undertakings or implement separate data processing or data transfer agreements with respect to the compliance of the GDPR if necessary, and the Consultant shall fully comply with the Institution for the procurement of such undertakings or agreements.

26.3. The Consultant shall solely be responsible for any non-compliance or breaches of the GDPR and shall fully indemnify the Institution and 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 the Institution.

27. SEVERANCE

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

28. SURVIVAL

28.1. 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.

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF CONSULTANCY SERVICES

29. WAIVER

- 29.1. 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.

30. RELIANCE

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

31. REASONABLENESS

- 31.1. 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 the Institution.

32. LANGUAGE

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

33. ENTIRE AGREEMENT & COUNTERPARTS

- 33.1. The Contract may be executed in one (1) or more counterparts by the duly authorized 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 and the same Contract provided that the Contract shall be of no force and effect until the counterparts are exchanged. This 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.
- 33.2. 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.

34. PARAMOUNT OBLIGATION

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

35. MISCELLANEOUS

- 35.1. Subject to **Clause 35.2**, the Consultant acknowledges and agrees that whilst the Institution is the contracting party to the Contract, the Services and/or Deliverables may be delivered to and/or enjoyed by and/or performed for the benefit of the Institution's Affiliates.
- 35.2. If at any time during the Contract Period, any of the Institution's Affiliates, desires to contract directly with the Consultant for the purchase of the Services and/or Deliverables, the Consultant agrees that it will extend to such Affiliates terms and conditions which are substantially the same as the Contract (including charging such prices that are no higher than the Contract Price).

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF CONSULTANCY SERVICES

SCHEDULE 1

SCOPE OF SERVICES

[This annex will set out the scope of the Consultancy Services and Deliverables.]

SCHEDULE 2

CONTRACT PRICE

[This annex will set out the Contract Price.]

SCHEDULE 3

SPECIAL CONDITIONS

[This annex will set out any additional terms and conditions (specific to this particular Contract) which are applicable to the Consultancy Services and Deliverables.]