

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

AS REPRESENTED BY THE MINISTRY OF MANPOWER

AND

<THE APPOINTED OPERATOR>

FOR FUNDING OF THE OPERATIONS OF MIGRANT WORKERS POP-UP SPACE
[MIGRANT WORKERS' ENGAGEMENT (MWE) GRANT] ("**Programme**")

This Agreement is made on <insert date>.

BETWEEN:-

- (1) The **Government of the Republic of Singapore** as represented by the **MINISTRY OF MANPOWER** having its main office at 18 Havelock Road Singapore 059764 ("**MOM**"); and
 - (2) <insert name in full> (UEN: <insert UEN>) having its registered office at <insert address in full> ("the **Operator**"),
- (each, a "**Party**", and together, the "**Parties**").

BACKGROUND

- A. The Operator intends to establish and operate temporary pop-up spaces to provide Migrant Workers ("**MWs**") with additional recreational options and to enhance access to recreational facilities at different locations in Singapore. These pop-up spaces are intended to create welcoming environments where MWs can meet their social and recreational needs during their rest days.
- B. MOM is desirous of providing funding for the Agreed Purposes.
- C. The Operator wishes to apply for funding of the same for the same Agreed Purposes.
- D. MOM agrees to provide funding to the Operator for the Agreed Purposes on the terms and conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

(a) "**Affiliate**" means:

(i) with respect to MOM:

1. the Government of the Republic of Singapore as a whole including all its ministries, government departments and organs of state;
2. any statutory board established by or under written law to perform or discharge any public function under the supervisory charge of a government ministry or organ of state; and

3. any company limited by guarantee established by, where its sole or majority member is, or where the right to appoint the majority of its directors vests in, a Government ministry or an organ of state.
- (ii) with respect to the Operator, any entity that directly or indirectly controls, is controlled by or is under common control with the Operator.
- (b) “**Agreed Purposes**” means the following purposes for which the Parties are intending to work together to achieve MW visitorship KPIs at the Pop-up spaces and comprehensively meet MWs’ needs:
- (i) the Operator shall set up, run and manage the Pop-up space. The Operator shall operate the Pop-up space in a manner which makes it a safe and attractive environment for MWs to spend their leisure time;
 - (ii) the Operator shall operate the Pop-up space with the intent of meeting the MW visitorship KPIs for the Pop-up space, through the provision of all necessary services and amenities within the Pop-up space; and
 - (iii) Any other purpose(s) as may be mutually agreed in writing upon by both Parties.
- (c) “**conflict of interest**” means any matter, circumstance, interest, or activity involving or affecting the Operator, the Operator’s officer, personnel, employee or agent which may or may appear to impair the ability of the Operator to perform the Operator’s obligations under this Agreement diligently, objectively and without bias.
- (d) “**control**”, in relation to a person, means having the power, directly or indirectly, to influence the management and policies of the person, whether through the ownership of the shares, by contract, or otherwise.
- (e) “**Data**” means any information, whether oral, in writing, electronic or in whatever form whatsoever, received or obtained in connection with this Agreement (or any agreement entered into pursuant to this Agreement), including:
- (i) information which relates to MOM or any Affiliate of MOM;
 - (ii) information which relates to the existence and the provisions of this Agreement or of any agreement entered into pursuant to this Agreement;
 - (iii) any analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information;
 - (iv) information relating to the Agreed Purposes (including its existence), the fact that discussions pertaining to the Agreed Purposes are taking

or have taken place, and information which relates to the existence or content of the discussions;

- (v) any information that the Operator, its Affiliates, or any of the Operator's or its Affiliates' Permitted Recipients knows, or could reasonably be expected to know, is confidential; and
- (vi) the fact that MOM or any Affiliate of MOM has in its (or their) possession, custody or control, or is or may be utilising for any purposes whatsoever, any of the foregoing Data,

but shall not include information that is:

- (vii) or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Operator, its Affiliates, or any of its or its Affiliates' officers, directors, partners, members, employees, agents or consultants;
 - (viii) lawfully in the possession of the Operator or already known to the Operator on a non-confidential basis prior to the Operator receiving or obtaining such information as a result of entering into this Agreement, as evidenced by written records; or
 - (ix) independently developed by the Operator without use of any of the information referred to in (i) to (vi) above; or
 - (x) disclosed to the Operator without any obligation of confidence by a third party who is not itself under or in breach of any obligation of confidentiality.
- (f) **"Data Breach"** means any breach of security leading to:
- (i) unauthorised disclosure of or access to Data; or
 - (ii) accidental or unlawful destruction of or access to Data.
- (g) **"day"** means calendar day.
- (h) **"Funds"** has the meaning set out in **Clause 4.1**.
- (i) **"Funding"** means the provision of Funds.
- (j) **"Funded Activities"** means activities which are related to the Agreed Purposes, including:
- (i) The operation and management of the Pop-up space and in line with all other requirements as MOM may determine. These include, but are not limited to, unscheduled repairs and works of existing facilities;

- (ii) Activities as proposed in the Operator's submitted Proposal;
 - (iii) Works on or to or affecting the Pop-up space as instructed by MOM from time to time; and
 - (iv) Any other activities e.g., organising of ad-hoc events as instructed by MOM from time to time.
- (k) "**KPIs**" has the meaning set out in **Clause 3A.1**.
- (l) "**Losses**" means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award.
- (m) "**Migrant Worker**" or "**MW**" means a holder of a Work Permit (including domestic workers) or an S Pass holder.
- (n) "**Migrant Worker Visitorship**" means, the count of visits by Migrant Workers to the Pop-up space in relation to any period of time as may be determined by MOM in its sole discretion.
- (o) "**month**" means calendar month.
- (p) "**Operational Period**" means the period commencing on 1 October 2026 and ending on 31 March 2027 (both dates inclusive), during which the Pop-up space is to be in operation.
- (q) "**Permitted Recipients**" means the officers, directors, partners, members, employees, agents or consultants of the Operator or its Affiliates who are expressly authorised by MOM to receive such Data pursuant to or in accordance with the terms of this Agreement.
- (r) "**Personal Data**" or "**personal data**" shall have the same meaning in this Agreement as the definition of "personal data" in the Personal Data Protection Act 2012.
- (s) "**Personnel**", in relation to a person, means a director, officer, employee or agent of that person, or any individual engaged by that person under a contract for service.
- (t) "**Pop-up space**" means the space that will be used to fulfil the Agreed Purposes at <address provided by the Operator for the Pop-up space> or such other address as may be approved by MOM in writing. To avoid doubt:
(i) the Operator shall not operate the Pop-up space at any other address which has not been approved by MOM; and (ii) MOM shall have the right to

reject any proposed change of address if it is deemed inconsistent with the Agreed Purposes.

- (u) “**Proposal**” means the proposal set out in the application form submitted by the Operator to MOM for the purpose of applying for funding to fulfil the Agreed Purposes, and other documents submitted by the Operator and accepted in writing by MOM.
- (v) “**public holiday**” means any day which is declared to be or proclaimed as a public holiday or which under any written law is to be observed as a public holiday in Singapore, and shall include any day mutually agreed by Parties to be a public holiday e.g. the eve of public holidays where events or programmes are held.
- (w) “**rectification costs**” means all reasonable costs incurred by MOM in ensuring the fulfilment of the obligations in this Agreement, including but not limited to internal staff costs, external vendor fees and administrative expenses.
- (x) “**Security Breach Event**” means any actual, potential or suspected breach of security in connection with this Agreement, including without limitation the following:
 - (i) any incident leading to unauthorised access to data, applications, services or devices;
 - (ii) any incident leading to the security or integrity of MOM’s systems or network being compromised;
 - (iii) any physical security breach;
 - (iv) any cyber-security breach; and
 - (v) any Data Breach.
- (y) “**Sub-Operator**” means any person, firm or company engaged by the Operator to perform any part or parts of the Operator’s obligations, and includes the Sub-Operator’s duly appointed representatives, successors and permitted assignees and the Sub-Operator’s Sub-Operators.
- (z) “**Supportable Costs**” means infrastructure set-up costs such as furniture & equipment, staffing costs, utilities, maintenance, programming and events, marketing and publicity, production materials and logistics, licensing and legal fees, professional service fees, insurance costs, volunteer meals, transport costs, and such other costs as may be approved by MOM, that are

necessary to establish and operate the Pop-up space throughout the Term. For the avoidance of doubt, the cost of renting of venue or cash prizes is not a Supportable Cost.

(aa) “**Term**” has the meaning set out in **Clause 2.1** herein.

1.2 In this Agreement, unless a contrary intention appears:

- (a) words in the singular include the plural and vice versa where the context requires;
- (b) the headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation;
- (c) references to a person include a body corporate, company, limited liability partnership, partnership, society or government agency (whether or not having separate legal personality);
- (d) a reference to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”;
- (e) any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation; and
- (f) for the purposes of computing time, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

2. DURATION OF AGREEMENT

2.1 This Agreement shall commence on the date of signing of this Agreement and end on the last day of the Operational Period (the “**Term**”), unless terminated in accordance with the provisions herein.

2.2 Notwithstanding **Clause 2.1**, the Parties may extend the Term on such terms as may be mutually agreed by them in writing.

3. ROLES AND RESPONSIBILITIES

3.1 MOM shall, subject to the terms of this Agreement and the Operator’s compliance with such terms:

- (a) disburse Funds to the Operator in accordance with **Clause 4.1**.

3.2 The Operator shall:

- (a) implement all the proposals as set out in the Operator's Proposal, unless MOM instructs otherwise in writing;

Usage of Funding

- (b) ensure proper and diligent control to avoid unnecessary incurring of liabilities;
- (c) carry out the Funded Activities diligently, effectively and to the best of the Operator's ability in accordance with industry standards and best practices;
- (d) not make any changes to the Funded Activities except with the written consent of MOM;
- (e) use the Funds prudently and ensure all expenditure incurred is reasonable and justified. The Operator shall exercise sound financial management, having regard to economy and efficiency and bearing in mind the Funds are public monies;
- (f) bear all costs related to the operations of the Pop-up space, including any rental costs, licenses, fees, permits, certifications, taxes and stamp duties required by government agencies for such operations, regardless of whether such costs are Supportable Costs under this Agreement. For the avoidance of doubt, the Operator remains responsible for ensuring all such costs are met, and may only apply the Funds towards costs that fall within the definition of Supportable Costs;

Compliance and Regulatory

- (g) not breach any laws in the carrying out of the Operator's activities, whether or not related to the Agreed Purposes;
- (h) take all reasonable precautions to ensure there is no proselytising of any religion, no political events or activities, and no advocacy of any cause, belief, or position in all activities carried out by the Operator within the Pop-up space;
- (i) not engage in conduct or activities in a manner prejudicial to the interest or reputation of the Government;
- (j) unless otherwise approved by MOM, not disseminate any communication implying or stating that the Operator's goods or services have received any approval, endorsement or recommendation by MOM;
- (k) comply with any regulatory and reporting requirements by the respective government agencies and authorities, including but not limited to crowd management plans and fire safety regulations;

- (l) obtain and maintain the validity of all necessary licences and permits by the respective government agencies and authorities required for the operation of the Pop-up space;
- (m) ensure that all of its Sub-Operators are also in compliance with all applicable laws and regulations by Government agencies and shall keep MOM indemnified against all penalties and liabilities of every kind for any breach of any such laws. The Operator shall replace any Sub-Operator which, at any time during the Term, breaches any applicable laws and regulations set by Government agencies;

Operational

- (n) run and manage the Pop-up space in a manner which makes it a safe and attractive environment for MWs to spend their leisure time;
- (o) operate the Pop-up space to achieve MW visitorship KPIs, through attractive programming;
- (p) ensure all activities in the Pop-up space are operated in a fair manner with access for all MWs for such activities;
- (q) ensure that the Pop-up space operates at the frequency set out in the Proposal, and in any event no less than twice a month on Sundays or public holidays for a minimum of three hours per operational day (“**operating hours**”), unless otherwise agreed between MOM and the Operator;
- (r) ensure that (i) Pop-up space is available for MWs’ use during the operating hours during the Operational Period; (ii) no admission fees or charges are imposed on MWs for entry into, use of, or participation in any activities at, the Pop-up space; and (iii) no sales of goods or services are conducted at the Pop-up space. For avoidance of doubt, where specific areas of the Pop-up space are closed off for repairs or renovations, the Pop-up space shall be considered to be available for MWs’ use for the Agreed Purposes;
- (s) assist MOM in driving any of the Government’s initiatives, as may be directed by MOM from time to time;
- (t) employ MOM’s systems for visitorship tracking during the Operational Period;
- (u) for the purposes of tracking visitorship, ensure proper perimeter controls to channel MWs’ access through the designated entry/exit points where practicable;
- (v) have discretion over the programming in the Pop-up space, subject to the following: MOM shall have the right to require the Operator to cease any operations or activities at the Pop-up space that MOM deems objectionable in its sole discretion. An indicative list of appropriate operations or activities

at the Pop-up space can be found in **Annex A** and are non-exhaustive. For any operations or activities beyond the indicative list within **Annex A**, the Operator shall not commence any such operations or activities without obtaining MOM's prior written approval; and

- (w) Intentionally left blank
- (x) shall declare to MOM all partnerships, collaborations, or third-party arrangements entered into in connection with the operation of the Pop-up space, prior to commencement of operations. The Operator shall also update MOM promptly whenever new partnerships are formed during the grant period. MOM shall have the right to reject any partnership or arrangement deemed inconsistent with the Agreed Purposes.

Facility Management

- (y) ensure that the Pop-up space is maintained and operated in a clean, conducive and safe manner, including before, during, and after the operating hours. This includes ensuring the orderly dispersal of participants before and after the operating hours.

Reporting and Audit

- (z) provide MOM with a performance report in accordance with template(s) issued and at a frequency required by MOM. The report is to include the following, but not limited to:
 - (i) Visitorship trends;
 - (ii) Possible reasons if Migrant Worker Visitorship does not meet the KPIs and shall share how the Operator intends to improve visitorship;
 - (aa) notify MOM of any safety or law and order related incidents that occur in connection with the operation of the Pop-up space within 3 days of the incident occurring;
 - (bb) immediately notify MOM if the Operator is issued with any stepped-up countermeasures directive under Parts 5 or 6 of the Foreign Interference (Countermeasures) Act 2021.
- 3.3 Except as declared to and approved by MOM, the Operator warrants that the Operator has not obtained funding for the Agreed Purposes from any government agency other than the Ministry of Manpower or any other third party prior to the commencement date of this Agreement as set out in **Clause 2**. The Operator shall also declare to MOM any funding for the Agreed Purposes that the Operator intends to obtain from any such other source. MOM shall be entitled

—

- (a) to reduce or terminate the Funding if MOM is of the view that it is no longer necessary to fund the Operator or to provide funding to that extent, as the case may be; and
- (b) to recover the Funds where there has been a failure to declare or obtain approval for any funding from any such other source.

3.4 The Operator agrees to –

- (a) comply with any direction or guideline with regard to the Funded Activities as may be required by MOM from time to time;
- (b) participate in and co-operate with promotional activities relating to the Funding or share learning as may be required by MOM; and
- (c) promptly provide to MOM with any information as MOM may require from time to time.

3A. REPORTING, PERFORMANCE MONITORING AND EVALUATION

3A.1 Unless otherwise agreed by MOM in writing, the Operator shall meet the Key Performance Indicators (“KPIs”) as set out in **Table 1 below**.

Table 1: KPIs

Total Visitorship target for 6 months	Total funding amount requested by the Operator	Frequency of Operations
<to be inserted>	<to be inserted>	<as per Operator’s approved proposal>

For the purposes of this Agreement, Migrant Worker Visitorship refers to the total number of MWs who visit the Pop-up space across all operational days over the 6-month Operational Period, as tracked by MOM’s visitorship tracking system. The Migrant Worker Visitorship will be tracked by MOM and shared with the Operator at such intervals as MOM deems appropriate.

If MOM is of the view that the Operator is not on track to meet the total KPI, the Operator shall provide the possible reasons resulting in the failure to meet the KPIs, and share how the Operator intends to improve visitorship for the remainder of the Operational Period.

3A.2 Any potential changes to the methodology for tracking and reporting MW visitorship, including the system specified in **paragraph 3.2(t) and 3.2(u)**, shall be discussed and mutually agreed in writing between Parties.

3A.3 The Operator shall provide up-to-date written reports to MOM on the expenditure of the Funds as set out in **Annex B** and the achievement of the

KPIs with such frequency and in such format as MOM may require. The Operator shall, within such time period as may be specified by MOM, provide any supporting document or information that may be required by MOM to enable MOM to verify the accuracy of the reports.

- 3A.4 The Operator shall, within such time period as may be stipulated by MOM and as and when required by MOM from time to time, provide MOM with any assistance and information requested by MOM relating to the use of the Funds.
- 3A.5 The Operator shall attend such meetings as MOM may require from time to time with reasonable written notice given:
- (a) to provide updates to MOM in relation to the progress of the Funded Activities; or
 - (b) for any other purposes relating to this Agreement.
- 3A.6 The Operator shall immediately notify MOM when the Operator becomes aware that the Operator will not be able to, or is not likely to be able to, comply with any of the Operator's obligations under this Agreement. Without prejudice to the rights under this Agreement, MOM shall be entitled to, at its sole discretion, either: (a) terminate this Agreement with immediate effect; or (b) require the Operator to take measures as MOM may require to address any potential inability to comply with this Agreement. To avoid doubt, there is no legal obligation on MOM to provide assistance related to the Operator's inability to comply with this Agreement.
- 3A.7 The Operator shall immediately notify MOM if there is, or there is suspicion of, any suspected financial irregularity, fraud or any other misuse of any Funds paid under this Agreement.
- 3A.8 The Operator shall submit a report on the expenditure of the Funds within one (1) month after the last day of the Operational Period in the format set out in **Annex B**.

4 FINANCIAL ARRANGEMENTS

Funding

- 4.1 MOM shall, subject to the terms of this Agreement and the Operator's compliance with such terms, provide funds to the Operator for the Agreed Purposes ("**Funds**"). The amount of Funds shall be no more than an aggregate amount of SGD [x] ("**Approved Limit**"). The Funds will be provided in accordance with the following and based on the schedule as set out in **Table 2** below:
- (a) Initial tranche

An amount of up to 50% of the Approved Limit will be disbursed to the Operator before the start of the Operational Period to ensure sufficient cashflow for initial setup.

(b) Tranche upon Completion of Operational Period

An amount of up to 40% of the Approved Limit will be disbursed at the end of the Operational Period upon completion of all operational requirements as set out in this Agreement. The disbursement is contingent upon the Operator's completion (to the satisfaction of MOM) of all operational requirements during the Operational Period and the provision of invoices and/or supporting documents of actual costs incurred.

(c) Tranche upon achievement of KPIs

An amount of up to 10% of the Approved Limit will be disbursed to the Operator upon the achievement of the KPIs at the end of the Operational Period. This is to ensure performance accountability. The disbursement is contingent upon MOM's assessment of the Operator's satisfactory achievement of the KPIs and in accordance with the Performance Provision of Funds Framework set out in **Annex C**, and the provision of invoices and/or supporting documents of actual costs incurred.

For the avoidance of doubt, the amount of Funding shall not exceed the total Supportable Costs incurred by the Operator in fulfilling the Agreed Purposes during the Operational Period ("**Total Incurred Costs**").

If the Funds disbursed under Clause 4.1(a) exceeds the Total Incurred Costs, the Operator shall repay to MOM the amount of such excess within thirty (30) days after the date of MOM's written notice specifying the amount to be repaid.

The Operator shall bear any such part of the Total Incurred Costs which is in excess of the Approved Limit.

Table 2. Provision Schedule for Funds

Provision of Funds	Funds to be disbursed	Deadline for submission of e-invoice and/or supporting documents by Operator	Latest expected date for disbursement of Funds by MOM
Initial tranche	Up to 50% of the Approved Limit	31 Aug 2026	2 Oct 2026
Tranche upon Completion of	Up to 40% of the Approved Limit	30 Apr 2027	30 Jun 2027

Operational Period			
Tranche upon achievement of KPIs	Up to 10% of the Approved Limit	30 Apr 2027	30 Jun 2027

- 4.2 In determining the actual amount of Funds to be provided, MOM may take into account any change in policy or requirement of MOM in relation to any of the Funded Activities. MOM shall have the right to decrease the amount of Funding if there is any such change.
- 4.3 The Operator shall ensure that all Funds provided under this Agreement are utilised only for the Agreed Purposes and for Supportable Costs.
- 4.4. In the event:
- (a) MOM has provided to the Operator more monies than the Operator is entitled to receive under this Agreement; or
 - (b) it is discovered that the Operator has utilised the monies received from MOM for:
 - (i) non-allowable or non-approved expenses, including expenses outside the scope of Supportable Costs; or
 - (ii) operations or activities not permitted under **Annex A**, without MOM's prior written approval,
- the Operator shall repay an amount equivalent to the said monies to MOM by such deadline as MOM may specify in writing.
- 4.5 Without prejudice to **Clauses 15.1 and 15.2**, where MOM is satisfied that the Operator has failed to adequately:
- (a) manage the Funds; or
 - (b) undertake the Funded Activities in accordance with this Agreement,
- MOM may by written notice immediately do any or both of the following:
- (a) suspend, reduce or cease the disbursement of Funds to the Operator; or
 - (b) require the Operator to repay to MOM some or all of the disbursed Funds.
- 4.6 This Agreement creates no obligation on MOM to make any payment to the Operator or to reimburse the Operator on any ground or basis whatsoever, for

any costs or expenses the Operator may have incurred prior to the commencement of this Agreement.

4.6A Nothing in this Agreement shall be construed to obligate MOM to provide any further Funding to the Operator beyond what is specified in this Agreement.

Provision of Funds

4.7 The Operator shall submit all the following documents to MOM to obtain the disbursement of Funds as set out in **Clause 4.1 and Table 3** below:

Table 3. Provision of Funds and Required documents

Disbursement stage	Required documents
Initial Tranche	<ul style="list-style-type: none"> (a) Submission of e-invoice for the required Funding amount together with such supporting documents as may be required by MOM. (b) Email confirmation of readiness to commence operations from the Operator.
Tranche upon Completion of Operational Period	<ul style="list-style-type: none"> (a) Submission of e-invoice for the required Funding amount together with supporting documents as may be required by MOM including but not limited to, invoices and/or receipts and supporting documents for actual costs incurred.
Tranche upon achievement of KPIs	<ul style="list-style-type: none"> (b) Supporting documentation setting out the Operator’s attainment of KPIs for the Operational Period, including but not limited to programme schedules, photos and video documentation of the events; and (c) A duly completed Fund Submission Template set out in Annex B, which shall be signed by an authorised personnel from the senior management of the Operator.

4.7.1 The supporting documentation for KPI attainment under **Clause 4.7** may include programme schedules, attendance records, photos and other relevant evidence as reasonably required by MOM. If the Operator is unable to operate the Pop-up space on any scheduled operational day(s), the Operator must inform MOM in writing two weeks prior and seek MOM’s prior approval. If the Operator fails to operate the Pop-up space without such prior approval, this may result in the Operator being deemed to have not fulfilled the operational requirement for the Pop-up space and MOM shall have the right to withhold disbursement of Funds for both the completion tranche under **Clause 4.1(b)** and the KPI tranche under **Clause 4.1(c)**, regardless of any achievement of KPI by the Operator.

- 4.8 If MOM is satisfied with the documents submitted under **Clause 4.7**, MOM is expected to disburse the Funds to the Operator, within **30** days of MOM's receipt of the last satisfactory requisite document or by the dates specified in **Table 2**, whichever is later. The disbursement of Funds by MOM to the Operator shall be via Inter-bank GIRO.
- 4.9 If the Operator requires an extension of any deadline(s) under **Clause 4.7**, the Operator shall make a request in writing to MOM at least **14 days** before the relevant deadline, stating the Operator's reason(s) for its request. MOM may consider such request but shall be under no obligation to approve it.
- 4.10 Unless otherwise approved by MOM, the Operator shall not transfer or pay any part of the Funds to any person, except as payment for expenditure incurred for the Agreed Purposes in accordance with this Agreement.
- 4.11 MOM shall be entitled to hold back any disbursement of the Funds or any part of it if the Operator has breached or is reasonably suspected to have breached any term of this Agreement.

4A REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 4A.1 The Operator represents and warrants all the information provided by the Operator to MOM in its application for the Funding is true and accurate, and acknowledges and agrees that MOM is relying on these representations and warranties in agreeing to provide Funding under this Agreement.
- 4A.2 The Operator represents, warrants and undertakes that –
- (a) The Operator has and will continue to have the necessary experience, skill, knowledge, expertise and competence to undertake the Funded Activities;
 - (b) The Operator is not and will not be subject to any contractual or other restriction imposed by the Operator's own or any other entity or by law which may prevent or materially impede the Operator from meeting the Operator's obligations under this Agreement;
 - (c) The Operator is and continues to be not aware of anything in the Operator's own affairs (including any actual, perceived or potential conflict of interest), which the Operator has not disclosed to MOM, which might reasonably have influenced the decision of MOM to make the Funding on the terms contained in this Agreement; and
 - (d) there has been no change and will not be any change in the Operator's financial position or prospects affecting the Operator's ability to perform the Operator's obligations under this Agreement.
- 4A.3 The Operator warrants and represents that the Operator meets all the eligibility criteria for Funding as set out in MOM's call for grant application. The Operator

undertakes that it shall notify MOM in writing as soon as possible when the Operator no longer meets any of the eligibility criteria. MOM shall be entitled to terminate this Agreement when the Operator no longer meets any of the eligibility criteria and **Clause 15.8** shall apply to such termination.

- 4A.4 If, at any time after the end of the Operational Period, MOM determines (whether as a result of any review, audit or verification) that the aggregate amount of the Funds disbursed to the Operator exceeds the aggregate amount of Supportable Costs actually incurred by the Operator in pursuance of the Agreed Purposes and supported to MOM's satisfaction by the invoices and supporting documents submitted under **Clause 4.7**, the Operator shall repay to MOM the amount of such excess within thirty (30) days after the date of MOM's written notice specifying the amount to be repaid.

5 FUNDING GOVERNANCE

Books and Records

- 5.1 The Operator shall keep and maintain proper books and accounts, receipts, invoices and any other relevant documents relating to the use or expenditure of the Funds to allow a proper assessment to be made by MOM and its agents as to whether the Operator has complied, or is complying, with this Agreement. All expenditure recorded must be directly related to the Agreed Purposes and shall not include any unrelated expenditure.
- 5.2 The Operator shall ensure records for conflict-of-interest checks, competitive bidding documentation and value-for-money assessments are kept in retention. The Operator shall reflect the Funds in the Operator's accounts as a restricted fund and shall not include the Funds under general funds.
- 5.3 In addition and without prejudice to **Clause 3.3**, where the Operator has obtained funding from a third party or any government agency other than the Ministry of Manpower for the Funded Activities, the Operator shall include the amount of such funding for the Agreed Purposes in the Operator's financial reports submitted under **Clause 3A** together with details of what that funding has been used for.
- 5.4 The Operator shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Funds received by the Operator.
- 5.5 The Operator shall keep all receipts, invoices and accounts and other documents relating to the expenditure of the Funds for a period of six (6) years after the expiry or termination of this Agreement. The Operator's obligation under this **Clause 5** is without prejudice to and in addition to the Operator's obligation to comply with all applicable laws and regulations.

Funds and Bank Account

- 5.6 The Operator shall open and maintain a bank account which shall be an ordinary business bank account approved by MOM (“**Bank Account**”) to receive the Funds disbursed by MOM under this Agreement.
- 5.7 The Operator shall ensure that at least two (2) signatories (who have the required authority from the Operator) are required to operate the Bank Account.
- 5.8 The Operator shall not transfer any part of the Funds to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of MOM.

Assets

- 5.9 The Operator shall not use the Funds to purchase any asset, where the unit cost of the asset is \$10,000 or more.
- 5.10 Intentionally left blank
- 5.11 Intentionally left blank
- 5.12 Intentionally left blank
- 5.13 Intentionally left blank

Internal Controls

- 5.14 The Operator shall implement adequate and appropriate internal controls and governance for its financial and procurement procedures, including without limitation the following structure:
 - (a) Authorised personnel from the senior management of the Operator shall be fully responsible for approving all expenditure incurred in relation to the approved funding activities in accordance with this Agreement; and
 - (b) The Operator shall ensure that the Agreed Purposes are fulfilled (by way of the Operator’s procurement or otherwise) in accordance with the principles of transparency, open and fair competition and value-for-money.

6 INDEPENDENT AUDIT

- 6.1 MOM may, upon fourteen (14) days’ written notice, conduct an audit, including on-site audits, on the Operator to ensure the provisions of this Agreement are being complied or have been complied with and/or that reports, and all information submitted to MOM by the Operator are accurate, correct and not misleading. Such audit may be conducted by MOM or by its Audit Agents.
- 6.2 The Operator shall do all things to facilitate and assist MOM in fulfilling MOM’s audit and governance requirements, including giving MOM’s Audit Agents

access to financial accounts and information relating to the use of funding provided by MOM under this Agreement.

- 6.3 The Operator shall ensure that MOM's Audit Agents are given full access to all accounts, records, documents, assets, information and premises in connection with the funding, and shall provide MOM and its Audit Agents with all reasonable cooperation and assistance in connection with the audits.
- 6.4 Unless otherwise expressly provided, the Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this **Clause 6**, unless the audit identifies a material breach or default of this Agreement by the Operator, in which case the Operator shall reimburse MOM for all of MOM's reasonable costs incurred in connection with the audit.
- 6.5 For the purpose of this **Clause 6**, the term "**Audit Agent(s)**" means the Auditor General, his personnel, employee or agent, MOM officers, or such auditors as may be appointed by MOM, or by written law.
- 6.6 Nothing in this Agreement shall prevent or restrict the rights of the Auditor-General from carrying out any audit, examination or investigation of the Operator pursuant to applicable law.
- 6.7 Intentionally left blank
- 6.8 Unless otherwise agreed by MOM, the Operator shall cooperate fully with MOM's appointed auditor and implement all measures recommended in the audit report.
- 6.9 The requirement to give fourteen (14) days' written notice under **Clause 6.1** shall not apply and MOM shall be entitled immediate right to audit if MOM is of the opinion that there may be non-compliance with the provisions of this Agreement or there are circumstances that warrant immediate audit on the Operator.

7 NO ASSIGNMENT OR TRANSFER

- 7.1 The Operator shall not transfer or assign this Agreement, in whole or in part, to any third party, without the prior written consent of MOM. To avoid doubt, **Clause 7.1** does not prevent the Operator from:
- (a) making payments to its Sub-Operators for services rendered to the Operator in connection with this Agreement; or
 - (b) engaging Sub-Operators to perform parts of its obligations under this Agreement, provided that the Operator remains fully responsible and liable for all work performed by its Sub-Operators.
- 7.2 The Operator shall be responsible for the acts, defaults, negligence and omissions of its Sub-Operators and their personnel, unless prior written

approval is obtained from MOM.

7A INDEMNIFICATION

- 7A.1 The Operator shall fully indemnify and keep fully indemnified MOM against any and all Losses sustained, incurred, paid by or suffered by MOM arising out of or in connection with any act or omission on the part of the Operator, its Sub-Operator(s) or any of its directors, officers, personnel, employee, servants or agents, provided the same is not caused by the gross negligence or wilful default or fraud of MOM, its officers or agents.
- 7A.2 MOM shall not be liable for any consequence, whether direct or indirect, that may come about from the activities of the Operator, the use of the Funds or from the withdrawal of the Funds.

8 CONFIDENTIALITY

- 8.1 The Operator shall not, and shall ensure that its directors, officers, employees, servants, agents and Sub-Operators shall not:
- (a) publish or release any confidential information to any third party unless prior written consent for release of such confidential information is granted by MOM; or
 - (b) use any confidential information for any purpose other than to perform its obligations under this Agreement.
- 8.2 The Operator shall, and shall ensure that its directors, officers, employees, servants, agents and Sub-Operators shall, take all reasonable precautions in dealing with any confidential information (whether in physical, written or electronic form or otherwise) received from MOM so as to prevent any unauthorised persons from having access to such confidential information.
- 8.3 For the purpose of this **Clause 8**, all information acquired by the Operator pursuant to this Agreement shall be deemed confidential except for information which:
- (a) at the time of disclosure is in the public domain;
 - (b) subsequent to disclosure becomes officially released to the public domain other than through any disclosure by the Operator in breach of this Agreement;
 - (c) is shown by the Operator to be lawfully in its possession prior to receiving or obtaining the information from MOM;
 - (d) is shown by the Operator to have been acquired or developed independently of any confidential information disclosed to it by MOM;

- (e) is required to be disclosed pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body or pursuant to any legal process issued by any court or tribunal of competent jurisdiction, provided that the Operator shall, to the extent practicably possible and permissible by law or regulations, give MOM prompt and prior notice of any such requirement and shall cooperate with MOM to limit the scope of such disclosure to the maximum extent legally possible; or
- (f) is made available to the public by the Operator with MOM's prior written approval.

9 OPERATIONS AND MANAGEMENT OF MOM'S VISITORSHIP TRACKING SYSTEMS

- 9.1 The Operator shall (and shall ensure that its Affiliates and Sub-Operators will) exercise due care in the operations and management of the visitor tracking systems, hardware and software, belonging to MOM. The Operator shall be responsible for, and shall indemnify MOM for, any physical loss and damage of MOM's systems that is caused directly and solely by the Operator.

10 DATA, PROTECTION AND SECURITY

- 10.1 MOM may (but shall not be required to) disclose Data, to be used strictly for the Agreed Purposes. In consideration of MOM's disclosure of any Data (including any part thereof), and subject to the exceptions provided in this Agreement or the prior written consent of MOM, the Operator and its Affiliates undertake that it shall:
 - (a) only use the Data solely for the Agreed Purposes, and shall not use the Data for any other purpose. The Operator shall not alter, modify or disassemble any Data or merge Data with any of its existing information or databases unless required for the Agreed Purposes;
 - (b) not make any announcement, publication or release or allow or suffer the announcement, publication or release in any medium information or material pertaining to this Agreement or the Agreed Purposes without MOM's prior written consent. Any request for MOM's consent must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Operator's obligations under this Agreement;
 - (c) treat as strictly confidential and not (whether directly or indirectly) disclose, allow to be disclosed, communicate, publish, release or make available any Data, in whole or in part, to any person other than its Permitted Recipients, and provided always that:
 - (i) this is on a strictly need-to-know and confidential basis;

- (ii) this is solely for the Agreed Purposes; and
 - (iii) the Operator takes all reasonable steps to prevent and restrict the Permitted Recipients from disclosing, making available or communicating any Data to any unauthorised persons;
- (d) take and maintain all reasonable precautions to ensure that the Data is protected against loss or damage (whether accidental or otherwise) and against unauthorised access, use, modification, disclosure or other misuse. Such precautions shall minimally include using the same protective measures as are used by the Operator to protect its own confidential or proprietary information and in any event, shall not be less than a reasonable standard of care;
- (e) not declassify, downgrade or upgrade the security and sensitivity classifications of the Data as determined by MOM in its sole and absolute discretion unless prior written consent from MOM has been obtained;
- (f) password-protect the Data at all times and ensure any password(s) to access the Data is/are sent in a different medium from the Data (for example, if the password-protected data is sent via email, the password should not be sent via email);
- (g) upon receipt of any notice issued by MOM pursuant to this **Clause 10.1(g)**, immediately cease its use of the Data (including any part thereof) and act in accordance with such notice to destroy and/or return copies of the Data. MOM may at any time, including after the termination or expiry of this Agreement, by way of a written notice, and notwithstanding that the Operator may not have completed its use of the Data for the Agreed Purposes, request that the Operator:
- (i) return to MOM all Data, including copies thereof produced in the course of carrying out the Agreed Purposes, in the possession, custody or under the control of the Operator and the Permitted Recipients;
 - (ii) securely erase and destroy all softcopies of the Data that exist in hard disk, removable storage media and other storage media or facility whatsoever; and,

provided that the Operator may retain any Data as may be required by any applicable law, regulations or directives of any relevant government, statutory or regulatory body ("**Applicable Provisions**"). Where the Operator retains any Data pursuant to this provision, the Operator shall keep all such Data confidential, and all the obligations in **Clause 10** shall apply to such retained Data;

- (h) upon completion of the obligations under any notice issued pursuant to **Clause 10.1(g)**, provide a written confirmation to MOM that it has complied with those clauses. Such written confirmation shall: (i) include a

description of all Data it is required to retain under the Applicable Provisions, and (ii) cite the specific Applicable Provisions it is relying on to retain such Data.

- (i) when the Operator becomes aware of any actual or possible unauthorised disclosure, use or reproduction of the Data or any other breach of this **Clause 10** by the Operator, its Affiliates, or any of its or its Affiliates' officers, directors, partners, members, employees, agents or consultants, promptly notify: (i) MOM; and (ii) if Personal Data is involved, the Personal Data Protection Commission. The Operator shall, at its own costs, take all reasonable measures (including such measures as directed by MOM and/or required by law) to rectify and/or limit the extent and impact of the breach. The Operator shall not, and shall ensure that its Affiliates, or any of its Affiliate's officers, directors, partners, members, employees, personnel, subcontractors, agents and consultants do not, inform any third party of any Security Breach Event without MOM's prior written consent;
- (j) comply with all applicable laws including without limitation the Personal Data Protection Act 2012 and shall keep MOM indemnified against all penalties and liabilities of every kind for the breach of any such laws;
- (k) procure and ensure that all Permitted Recipients are informed of the confidential nature of the Data and observe and comply with the terms of this **Clause 10**, where applicable, as if a reference to "the Operator" included a reference to them and as if those obligations were imposed on them. The Operator shall be responsible for the acts, defaults, negligence and omissions of any of its officers, directors, partners, members, employees, agents and consultants and that of its Affiliates; and
- (l) provide MOM with a list of Permitted Recipients set out in **Annex D**, and procure that each Permitted Recipient sign an undertaking to safeguard official information in the form set out in **Annex E** and provide a copy of the signed undertaking(s) to MOM upon request.
- (m) permit MOM to access the Operator's premises on reasonable notice in order to audit the Operator's compliance with this **Clause 10** where there are reasonable grounds to suspect a breach of this **Clause 10**, or where MOM is required by law or any regulatory body to retrieve any Data which has been disclosed;
- (n) not process, store, access or transfer any Data, including personal data, outside Singapore, or allow any party outside Singapore to have access to it; and
- (o) keep a list of any Data which is disclosed in a tangible form, along with any copies made of any Data.

10.2 The Operator may disclose Data:

- (a) to the extent the Operator is required to do so pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction or in accordance with the provisions of this Agreement, provided that the Operator shall, to the extent practicably possible or permissible by law or regulations, give MOM prompt and prior notice of any such requirement and shall at its own costs cooperate and comply with MOM's reasonable requests and directions to limit the scope of such disclosure to the maximum extent legally possible; or
 - (b) with the prior written consent of MOM but subject to any terms or limitations which may be imposed by MOM for such disclosure.
- 10.3 MOM may from time to time inform the Operator by way of a written notice that particular items of Data (as specifically or generally identified in the notice) are not to be reproduced, in whole or in part, or are not to be converted, stored or transmitted in electronic or other form. The Operator shall itself comply with such notices and shall not allow any other person to reproduce (in whole or in part), convert, store or transmit, in electronic or other form, the particular items of Data identified in the notice.
- 10.4 The Operator shall:
- 10.4.1 bear the risk of any loss, damage to or theft of the Data upon receipt of such Data by the Operator and/or its Permitted Recipients; and
 - 10.4.2 indemnify and keep fully indemnified MOM and its Affiliates against any and all Losses sustained, incurred, paid by or suffered by MOM or its Affiliates in connection with any breach of this Clause 10 on the part of the Operator or its Affiliates, or any of their officers, directors, partners, members, employees, personnel, subcontractors, agents and consultants.
- 10.5 The Operator acknowledges and agrees that all Data is provided "AS IS". In particular, the Operator agrees that:
- 10.5.1 MOM makes no express or implied representation and gives no warranty as to the accuracy or completeness of the Data;
 - 10.5.2 MOM is not obligated to update or correct any inaccuracies in any Data; and
 - 10.5.3 prior to entering into any possible transaction with MOM and its Affiliates, the Operator shall conduct its own due diligence investigation regarding such transaction as the Operator deems necessary and prudent.
- 10.6 The Operator acknowledges and agrees that any breach of this **Clause 10** may result in irreparable injury and damage to MOM and its Affiliates which cannot be adequately compensated in monetary damages alone. The Operator therefore agrees that MOM and its Affiliates may, in addition to any other legal remedies which may be available, seek such injunctive or other equitable relief

as may be necessary to protect itself against any such breach or threatened breach of this Agreement, including but not limited to obtaining an injunction to prevent unauthorised disclosure of the Data by the Operator, its Affiliates or any of the Operator's or its Affiliates' officers, directors, partners, members, employees, agents and consultants.

10.7 Personal Data Protection and Security

10.7.1 The Operator shall not, and shall ensure that all of its directors, officers, employees, servants, agents and Sub-Operators do not access, monitor, use or process personal data obtained or held in connection with this Agreement, except as reasonably necessary to perform its obligations under this Agreement.

10.7.2 The Operator shall not, and shall ensure all of its directors, officers, employees, servants, agents and Sub-Operators shall not disclose any personal data obtained or held in connection with this Agreement without prior written consent of MOM. Any request for MOM's consent under this **Clause 10** must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Operator's obligations under this Agreement.

10.7.3 The Operator shall in respect of any personal data held by it in connection with this Agreement, comply with any reasonable requests, directions or guidelines of MOM relating to the handling of personal data.

10.7.4 The Operator shall ensure that all personal data obtained or held in connection with this Agreement and any copies thereof, regardless of the medium of storage, and which is no longer necessary for the purposes of its performance of this Agreement is securely destroyed within 30 days after the personal data is no longer required for the performance of this Agreement. Any personal data that is retained by the Operator after such 30-day period, or without written authorisation of MOM, is a breach of this Agreement. No later than 30 days from the termination or expiry of this Agreement, the Operator shall provide a written confirmation that it and its Affiliates are no longer in possession of any personal data obtained or held in connection with this Agreement or copies thereof, regardless of the medium of storage.

11 INTENTIONALLY LEFT BLANK

12 GIFTS, INDUCEMENTS AND REWARDS

12.1 MOM shall be entitled to immediately terminate this Agreement and recover from the Operator the Funds provided under this Agreement if:

- (a) any Operator Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this Agreement; or

- (ii) showing favour or disfavour to any person in relation to any contract with MOM; or
- (b) any Operator Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

12.2 In this **Clause 12**:

“Anti-Corruption Laws” means:

- (a) Chapter 9 of the Penal Code 1871;
- (b) the Prevention of Corruption Act 1960; and
- (c) any other applicable law including any foreign law which:
 - (i) prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or adviser of such person; or
 - (ii) is broadly equivalent to the laws set out in paragraphs (a) or (b) or which has as its objective the prevention of corruption.

“Operator Representative” means any of the following:

- (d) the Operator;
- (e) the Operator’s Affiliates;
- (f) any person employed by the Operator; or
- (g) any person acting on behalf of the Operator (whether with or without the knowledge of the Operator).

12A CONFLICT OF INTEREST

12A.1 The Operator shall ensure that the Operator has adequate procedures in place to enable early identification and effective management of any potential or actual conflicts of interest which the Operator or the Operator’s officers, employees and agents may have in relation to this Agreement and the Funded Activities.

12A.2 The Operator shall notify MOM if any such actual, perceived or potential conflict of interest arises or is likely to arise and shall take all measures required by MOM to resolve or deal with the conflict of interest.

12A.3 Prior to engaging any Sub-Operator to provide any good or service, the Operator shall declare to MOM whether the Sub-Operator is a related party to the Operator. Where the Sub-Operator is a related party, the Operator shall

provide to MOM the Sub-Operator's quotation for the provision of such good or service together with competitive quotations from non-related parties to demonstrate the reasonableness of the quotation, or such other documents as MOM may require. For the purposes of this Clause, a Sub-Operator is deemed to be a related party to the Operator if: (a) any director, shareholder, or beneficial owner of the Sub-Operator is a spouse, child, parent, or sibling of any director, shareholder, or beneficial owner of the Operator; or (b) any director, shareholder, or beneficial owner of the Sub-Operator is the same person as any director, shareholder, or beneficial owner of the Operator.

12B CHANGES IN THE OPERATOR

12B.1 The Operator shall inform, and shall have a continuing obligation to inform, MOM of any change in (a) the strategic direction of the Operator, or (b) the direct or indirect ownership or ultimate or effective control of the Operator.

13 RECOVERY AND DEFAULT INTEREST

13.1 If the Operator defaults in the payment when due of any sum payable under this Agreement, such sum shall be recoverable as a debt due to MOM and the Operator's liability shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (after as well as before judgment). The interest shall be calculated based on the 3-month compounded Singapore Overnight Rate Average (published on the website of the Monetary Authority of Singapore on every 1 March for the period April to September; and every 1 September for the period October to March) with a 4.5%-point spread added. The interest rate shall be rounded down to the nearest 0.1%-point.

13.2 MOM may retain or set off any sums owed to it by the Operator under this Agreement or any other agreement with MOM which have fallen due and payable against any sums due to the Operator under this Agreement or any other agreement with MOM.

14 VARIATION OF AGREEMENT

14.1 No variation of this Agreement, including the annexes and tables hereto, shall be valid unless agreed upon in writing and signed by the authorised signatories of both Parties. A variation made in accordance with this **Clause 14** shall not require consideration for the variation to be binding and enforceable.

15 UNFULFILLED OBLIGATIONS, REDUCTION OF FUNDING OR TERMINATION OF AGREEMENT

15.1 Without prejudice to **Clause 15.2**, if the Operator fails to or is unable to comply with any obligation stated in this Agreement, the Operator shall promptly notify

MOM of such unfulfilled obligation and at its own cost, take all necessary steps to remedy the unfulfilled obligation: (i) within 2 months from the date of the breach; or (ii) within such other longer period as MOM may specify in writing. If the Operator fails to adequately remedy the unfulfilled obligation within such time period, MOM shall have the right to deduct from future funding provisions under this Agreement, or clawback from the Operator (by way of repayment of the Funds), the rectification costs relating to any unfulfilled obligation at a rate that may be determined by MOM in its sole discretion.

15.1A If there is any change in policy or requirement of MOM in relation to any of the Funded Activities, MOM shall have the right to deduct from future provision of funding under this Agreement, or clawback from the Operator (by way of repayment of the Funds), the amount of expenditure which the Operator no longer needs to incur as a result of such change (such amount to be determined by MOM in its sole discretion).

15.2 MOM may terminate this Agreement with immediate effect by giving the Operator written notice if MOM is satisfied that –

- (a) there is a breach by the Operator of any provision of this Agreement, including –
 - (i) use of any part of the Funds for purposes other than for the Agreed Purposes;
- (b) there is no work on the Funded Activities within one (1) week from the commencement of this Agreement;
- (c) the Operator has failed to make satisfactory progress on the Funded Activities;
- (d) there has been improper or imprudent use of the Funds;
- (e) there has been any material representation or statement made or deemed to be made by the Operator which is false, inaccurate or misleading when made or deemed to be made, or breach of warranty or material non-disclosure by the Operator to MOM under or in connection with this Agreement or for the purposes of seeking Funding under this Agreement;
- (f) there has been a contravention of any laws by the Operator;
- (g) the Operator has engaged in any activity involving dishonest intent or bad faith or where the Operator or any of the Operator's employee involved in the carrying out of activities under this Agreement is governed by a professional body, where the Operator or the Operator's employee is found guilty of professional misconduct;
- (h) the Operator has acted in a manner that is damaging or potentially damaging to MOM's interest, reputation, or secularity;

- (i) the Operator has entered into any partnership, collaboration or other third-party arrangement in connection with the operation of the Pop-up space which is incompatible or inconsistent with the Agreed Purposes;
- (j) there is mismanagement or gross negligence in the management of the Operator or of any of the Funds provided; or
- (k) there is any change in the strategic direction of the Operator that is inconsistent with the Agreed Purposes or inconsistent with the policy direction of MOM.

15.3 Upon termination under **Clause 15.2** and **Clause 15.6(a) to (i)**, MOM shall be entitled to require the Operator to repay MOM all or any part of the Funds, regardless of whether the Operator has utilised such Funds and such repayment shall be made within **fourteen (14)** days of the written notification of MOM.

15.4 MOM may, without prejudice to its right to terminate this Agreement under **Clause 15.2** and **Clause 15.6(a) to (i)**:

- (a) reduce the Funds to the Operator to such amount as MOM may in its sole and absolute discretion determine; and
- (b) require the Operator to repay MOM all or any part of the Funds, regardless of whether the Operator has utilised such Funds and such repayment shall be made within **fourteen (14)** days of the written notification of MOM.

15.5 Where MOM has reasonable grounds –

- (a) to suspect that the Operator is in breach of this Agreement; or
- (b) to believe that there is a serious concern relating to the Operator or this Agreement that requires investigation,

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

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

During such investigation period, the Operator shall render all co-operation with MOM.

15.6 MOM shall, to the extent permitted by law, be entitled to terminate this Agreement by written notice with immediate effect if -

- (a) the Operator undergoes liquidation or is unable to pay the Operator's debts as and when they fall due;
- (b) where the Operator is a company or a limited liability partnership, a receiver or liquidator or provisional liquidator is appointed over any undertaking or property of the Operator or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the Operator;
- (c) where the Operator is a partnership, society or association, the Operator is dissolved or has a bankruptcy order made against the Operator or any partner, member or officer of the Operator;
- (d) any application is made for the winding-up, bankruptcy or dissolution of the Operator;
- (e) the Operator enters into any composition or arrangements with creditors;
- (f) the Operator undergoes a change in effective or ultimate control or direct or indirect ownership;
- (g) the Funds would no longer achieve the Agreed Purposes;
- (h) there is conflict of interest on the part of the Operator which cannot be avoided; or
- (i) it is required to do so by financial restraints or any other reason.

MOM may, upon the occurrence of any of the events set out in **Clauses 15.6(a) to (i)**, opt instead to withhold further provisions of the Funds (if any) before deciding whether to terminate this Agreement.

15.7 MOM shall be entitled to terminate this Agreement by giving the Operator at least one month prior written notice without having to assign any reason.

15.8 Upon receipt of a notice of termination from MOM under this **Clause 15**, the Operator shall –

- (a) work to bring the Funded Activities to a close and take steps to minimise the Losses arising from such closure;
- (b) immediately cease utilisation of the Funds unless otherwise approved by MOM;
- (c) repay within thirty (30) days of receipt of such notice of termination any unexpended Funds to MOM; and

(d) submit a report on the expenditure of the Funds as soon as practicable in the format set out in **Annex B**.

15.9 Nothing in this **Clause 15** shall be deemed to affect any other rights or remedies available to MOM against the Operator for any breach of the Operator's obligations whether under this Agreement or at law or in equity.

16 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 This Agreement shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore.

16.2 In the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement or its subject matter or formation (a "**Dispute**"), no Party shall proceed to mediation or any form of dispute resolution unless the Parties have made reasonable efforts to resolve the Dispute through cooperation, consultation and dialogue. If the Dispute is not resolved by agreement between the Parties within two (2) months from the date a Party communicates the Dispute in writing to the other Party, any Party may proceed to give the other Party written notice for mediation in accordance with **Clause 16.3**.

16.3 Subject to **Clauses 16.2, 16.4 and 16.5**, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre ("**SMC**"). The Parties shall be deemed to have made reasonable efforts to resolve the same through mediation in accordance with this clause if they have gone through at least one (1) mediation session at the SMC. A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with this clause. The mediation sessions are to commence no later than ninety (90) days from the date of the written notice of mediation, failing which either Party may proceed to dispute resolution under **Clause 16.6**. Failure to comply with this clause shall be deemed to be a breach of this Agreement.

16.4 To avoid doubt, **Clauses 16.2 and 16.3** shall in no way prevent MOM from seeking injunctive relief, specific performance or other equitable relief as may be necessary to protect itself against any threatened, anticipated or actual breach by the Operator of **Clause 8 (Confidentiality) or Clause 10 (Data, Protection and Security)** of this Agreement. In particular, the Operator acknowledges and agrees that any breach of **Clause 8 (Confidentiality) or Clause 10 (Data, Protection and Security)** may result in irreparable injury and damage to MOM which cannot be adequately compensated in monetary damages alone. The Operator therefore agrees that MOM may, in addition to any other legal remedies which may be available, seek such injunctive or other equitable relief as may be necessary to protect itself against any such breach or threatened breach.

16.5 **Clause 16.2** shall not apply to a Dispute referred to the Small Claims Tribunals, provided that:

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

16.6 Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any Dispute. Each Party irrevocably submits to the exclusive jurisdiction of such courts.

16A JOINT AND SEVERAL LIABILITY

16A.1 Where the Operator is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Operator shall be jointly and severally liable for by the Operator's obligations and liabilities arising under this Agreement.

17 NOTICE

17.1 Any notice, request, waiver, consent or approval ("**Notice**") to be sent under this Agreement shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or prepaid registered post to the other Party at the addresses set out above (or such other address(es) as may have been notified in writing) or sent via electronic mail to the following electronic mail addresses (or such other electronic mail address(es) as may have been notified in writing):

- (a) **MOM**: Director Operations, Assurance, Care and Engagement Group, ng_poey_eng@mom.gov.sg;
- (b) **<insert name>**: <insert designation>, <insert email address(es)>.

18 COUNTERPARTS

18.1 This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed one counterpart. Each counterpart when executed shall constitute an original of this Agreement but all counterparts shall together constitute one and the same instrument.

19 ENTIRE AND WHOLE AGREEMENT

- 19.1 This Agreement contains the entire and whole agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements between them.

20 SEVERABILITY

- 20.1 In the event any provision in this Agreement is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

21 RIGHTS OF THIRD PARTIES

- 21.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement.

21A RELATIONSHIP OF PARTIES

- 21A.1 The Operator undertakes the Funded Activities on the Operator's own behalf and not on behalf of MOM and nothing in this Agreement shall be construed as creating a relationship of principal and agent, a partnership, joint venture or contract for service of any kind between MOM and the Operator or any other party.
- 21A.2 The Operator agrees not to misrepresent the Operator's relationship with MOM and not to engage in any deceptive or misleading conduct in relation to the Funded Activities.

22 CUMULATIVE RIGHTS AND REMEDIES

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

23 WAIVER

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

24 COMPLIANCE WITH LAW

- 24.1 The Operator must, at its own cost, obtain and maintain all licences, fees, permits, certifications, approvals, registrations and authorisations without any restriction or qualification whatsoever so as to enable the Operator to fulfil all its obligations under this Agreement.
- 24.2 The Operator must, in performing its obligations under this Agreement, comply with all applicable laws and regulations by Government agencies and shall keep MOM indemnified against all penalties and liabilities of every kind for the breach of any such laws.
- 24.3 The Operator must ensure that each of its Sub-Operator comply with all applicable laws and regulations by Government agencies and must keep MOM indemnified against all penalties and liabilities of every kind for the breach of any such laws. The Operator must replace any Sub-Operator which, at any time during the Term, incur a breach in any applicable laws and regulations by Government agencies.

25 LANGUAGE

- 25.1 The Operator must ensure that all data, documents, descriptions, diagrams, books, catalogues, instructions and correspondence provided by the Operator in connection with this Agreement are written in readily comprehensible English language.
- 25.2 The Operator must ensure that all of its Sub-Operators are proficient in both written and spoken English for the purpose of performing the Operator’s obligations under this Agreement.

26 SURVIVING PROVISIONS

- 26.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this

Agreement, including Clauses 3 (Roles and Responsibilities), 3A.3, 3A.4 and 3A.8 (Reporting, Performance Monitoring and Evaluation), 4 (Financial Arrangements), 5 (Funding Governance), 6 (Independent Audit), 7A (Indemnification), 8 (Confidentiality), 10 (Data, Protection and Security), 13 (Recovery and Default Interest), 15 (Unfulfilled Obligations, Reduction of Funding or Termination of Agreement), 16 (Governing Law and Dispute Resolution), 16A (Joint and Several Liability), 17 (Notice), 19 (Entire and Whole Agreement), 20 (Severability), 21 (Rights of Third Parties), 22 (Cumulative Rights and Remedies), 23 (Waiver), and 26 (Surviving Provisions), shall survive the termination or expiry of this Agreement.

This Agreement has been duly signed by:

Signed by:

<insert signatory name>
<insert designation>
<insert division>
Ministry of Manpower
For and on behalf of
The Government of the Republic of Singapore

Signed by:

<insert signatory name>
<insert designation>
<insert division>
For and on behalf of
<insert recipient entity>

Annex A – Indicative list of appropriate operations or activities at the Pop-up space

The following is a non-exhaustive list of operations or activities considered appropriate for the pop-up space. The Operator shall seek MOM's prior written approval for any operations or activities not listed below, in accordance with Clause 3.2(v).

Indicative list of appropriate operations or activities at the Pop-up space	
1.	Sports, fitness or exercise activities
2.	Music and karaoke sessions
3.	Movie screening
4.	Cultural performances or showcases
5.	Workshops and classes
6.	Second-hand goods giveaway or exchange
7.	Meals, drinks and refreshments
8.	Basic medical or health screening services

Annex B – Report on Expenditure of Funds

<h3>1.Event budget and expenditure form</h3>	EXPENDITURE																																																																																																																																																																																																																																						
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		Amend accordingly	<i>Please fill in this column at the application stage.</i>	<i>Please fill in this column only at the end of your project, upon submitting your evaluation report.</i>																																																																																																																																																																																																																																			
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Certified by: Name and Designation _____																																																																																																																																																																																																																																							
<h3>2. Bank auto verification form</h3>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <table border="1" style="background-color: #00b050; color: white; width: 20%;"> <tr><td>Projecting Agency*</td></tr> <tr><td>Date of Report</td></tr> <tr><td>Classification*</td></tr> <tr><td>Number of Reports</td></tr> <tr><td>Periodicity</td></tr> </table> <div style="text-align: center;"> Vendor Creation/Update Form with Bank Auto Verification (BAV) or PayNow Payment Method <small>(for Bank Accounts with DBS, POSB, OCBC, UOB (only applicable for vendor with NRIC or ACRA no))</small> </div> <div style="text-align: right; font-size: small;"> </div> </div> <p style="font-size: x-small; margin-top: 5px;"><i>Please complete and complete and submit via VUEX.</i></p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr style="background-color: #d9ead3;"> <th colspan="14">MAILING ADDRESS*</th> </tr> <tr> <th>LN</th> <th>Payment Mode*</th> <th>SET ID*</th> <th>NRIC NO / ACRA NO*</th> <th>NAME AS PER NRIC / ACRA*</th> <th>GST Registration No. (if applicable)</th> <th>BLOCK NO</th> <th>UNIT NO #</th> <th>STREET NAME</th> <th>POSTAL CODE</th> <th>EMAIL*</th> <th>PHONE NO (Tlx provide 1 no)</th> <th>PRIORITY TYPE for PAYMENT METHOD *</th> <th>PAYEE VENDOR* (NIC / FN or UEN only)</th> <th>BANK NAME*</th> <th>BANK ID*</th> <th>BRANCH ID* (None, POSB is default)</th> <th>BANK ACCOUNT NO. * (without dash)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inst Bank DRD</td> <td>0000</td> <td>920200000</td> <td>John Tan</td> <td></td> <td>004</td> <td>00-001</td> <td>TECHNICAL EAST AVENUE</td> <td>04100</td> <td>john.tan@psa.com.sg</td> <td>65732021</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p style="font-size: x-small; margin-top: 5px;"> *Please fill up all the fields marked with asterisk (*) to prevent delay in vendor creation/update. (1) GST registration number is to be filled up if the vendor is an ACRA registered company as per UEN website and is GST registered as per IRAS website. (2) Agency has to ensure that the vendor requests are genuine and the details provided are accurate. (3) Agency/vendor will need to submit DCA / any other supporting documents for verification if the vendor record fails BAV. </p> <p style="font-size: x-small; margin-top: 5px;"> Note: SET ID: "SHARE" by default for all agencies. For "TRADIS" and "MOPIS", they are to be used by PSC or CUSTOM where necessary. Vendor version 2023 </p>														Projecting Agency*	Date of Report	Classification*	Number of Reports	Periodicity	MAILING ADDRESS*														LN	Payment Mode*	SET ID*	NRIC NO / ACRA NO*	NAME AS PER NRIC / ACRA*	GST Registration No. (if applicable)	BLOCK NO	UNIT NO #	STREET NAME	POSTAL CODE	EMAIL*	PHONE NO (Tlx provide 1 no)	PRIORITY TYPE for PAYMENT METHOD *	PAYEE VENDOR* (NIC / FN or UEN only)	BANK NAME*	BANK ID*	BRANCH ID* (None, POSB is default)	BANK ACCOUNT NO. * (without dash)	1	Inst Bank DRD	0000	920200000	John Tan		004	00-001	TECHNICAL EAST AVENUE	04100	john.tan@psa.com.sg	65732021							2																		3																		4																		5																		6																		7																		8																		9																		10																	
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Annex C – Performance Provision of Funds Framework

Any visitorship below the KPI will result in pro-rating of the 10% performance tranche.

Performance Calculation Methodology

The Operator’s performance achievement percentage is calculated using the formula below (rounded to the nearest whole number):

$$\text{Performance achievement \%} = \frac{\text{Actual MW visitorship over 6 months}}{\text{KPI over 6 months}} \times 100\%$$

Performance achievement above 100% is capped at 100% with no additional bonus payments.

The final performance payment is then calculated by multiplying the rounded performance achievement percentage by 10% of the total grant amount.

$$\begin{aligned} \text{Performance payment} \\ = \text{Performance achievement \%} \times 10\% \text{ of total grant amount} \end{aligned}$$

Disbursement Scenarios

We have included various disbursement scenarios to demonstrate how the rounding methodology works in practice in Table 4 below.

Using the example where the Operator requests for a grant amount of \$250,000, 10% of the total grant amount is \$25,000 and the KPI is 8,300.

- Scenario 1: If the Operator achieves 7,904 visitors, the performance achievement would be 95% after rounding to the nearest whole number. This would result in a performance payment of \$23,750 (95% * \$25,000).
- Scenario 2: If the Operator achieves 7,280 visitors, the performance achievement is 88% after rounding to the nearest whole number. The operator will receive \$22,000 (88% * \$25,000).
- Scenario 3: If the Operator achieves 8,466 visitors, the performance achievement is 102% but capped at 100%. The Operator will receive the \$25,000 i.e., full 10% of performance payment with no additional bonus as the performance payment is capped at 10%.

Table 4: Disbursement scenarios for performance payment

KPI	Actual Visitorship	Performance achievement %	Rounded %	Performance Payment (based on a total grant amount of \$250,000)
8,300	7,904	95.2%	95%	\$23,750 (95% of 10% tranche)

8,300	7,280	87.7%	88%	\$22,000 (88% of 10% tranche)
8,300	8,466	102%	100%	\$25,000 (100% of 10% tranche (capped))

This Annex C shall be subject to and without prejudice to all the other terms of this Agreement.

Annex D – List of Permitted Recipients of Data

1. Permitted Recipients

The following officers, directors, partners, members, employees, agents or consultants of [Appointed Operator] and its affiliates are expressly authorised by the Government to receive such Data pursuant to or in accordance with the terms of this Agreement.

S/N	Name	Designation	Company
1			
2			
3			
4			

Annex E – Undertaking to safeguard official information

To: The Government of the Republic of Singapore as represented by the Ministry of Manpower

- a. My attention has been drawn to the Official Secrets Act 1935 and in particular to Section 5 thereof which relates to the safeguarding of official information.
- b. I understand and agree that all official information acquired by me in the course of my work and consultancy with any government department, statutory board or government-owned company is strictly confidential in nature, and is not to be published or communicated by me to any unauthorised person in any form at any time, without the official sanction of the Permanent Secretary of the Ministry of Manpower.
- c. I undertake to return any document received from the Government of Singapore, any other copies made or reproduced from such document or part thereof whenever required by the Government.
- d. I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the Official Secrets Act 1935 or civil proceedings.

..... (Signature) (Full name in BLOCKS and NRIC)
..... (Designation) (Name of Company)
..... (Date)	
..... (Signature of WITNESS) (Full name in BLOCKS)
..... (Designation) (Name of Company)