

QUOTATION CONDITIONS OF CONTRACT

Should your offer be accepted, the Terms and Conditions as set out in this Section ("Conditions of Contract") shall govern the Contract between the School and your company.

1. DEFINITIONS

1.1 In these Conditions of Contract, unless the context otherwise requires:

- (a) "Background IP" means IP which is created prior to or independently of this Contract.
- (b) "Contract" includes the School's Quotation Notice, the Contractor's proposal, these Conditions of Contract, the Requirement Specifications, Letter of Acceptance, Order Message or any Orders issued by the School to the Contractor for the supply of the Goods and performance of the Services.
- (c) "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract and in law.
- (d) "Contractor" means the successful supplier who has been awarded the Contract by the School.
- (e) "Foreground IP" means IP which results from or is generated pursuant to or for the purpose of this Contract.
- (f) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (g) "Instructor" refers to all instructors provided by the Contractor under this Contract or, where the Contractor provides the instruction personally, the Contractor.
- (h) "IP" means intellectual property and shall include patents, copyright, industrial design and integrated circuit topography.
- (i) "School" means Hwa Chong Institution, and includes any person authorised by the School to act on its behalf.
- (j) "Services" means the work which the Contractor is required to perform under the Contract, as set out in the Requirement Specifications.

2. SCOPE OF CONTRACT

- 2.1 The Contractor shall carry out and complete the supply of all items of Goods and perform the Services (including the supply of Instructors) in accordance with the Contract.
- 2.2 Unless otherwise stated in the Contract, all Goods supplied shall be new and unused.
- 2.3 If the total frequency and extent of any Services to be supplied by the Contractor during the period of the Contract is not specified in the Contract or stated to be merely estimated, the School shall be under no obligation to purchase any such Services. Any statement of the estimated frequency and extent of the Services required during the period of the Contract which may have been given to the Contractor shall be deemed to be approximate only and merely for the information of the Contractor. Save in such circumstances where it appears to the School that the Contractor is unable or unwilling to continue to provide all or any of the Services under this Contract, the School agrees not to purchase any item of Services named in the Contract for the purpose stated in the Contract from any commercial source in the Republic of Singapore or elsewhere other than the Contractor during the period of the Contract.

3. DELIVERY

- 3.1 The Contractor shall, unless otherwise specified by the School prior to the delivery or performance, deliver the Goods and perform the Services at the time(s) and place(s) and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the School. The issue of such receipt shall in no way relieve the Contractor from his responsibility for replacing defective or damaged Goods or for rectifying deficient Services under Clause 4 hereof.

4. INTENTIONALLY LEFT BLANK

5. PAYMENT

- 5.1 Within forty five (45) days from the date of invoice or date of receipt of invoice of any Goods delivered and Services performed in accordance with Clause 3.1, and upon presentation by the Contractor of any bills in accordance with such means and in such format as may be specified by the School and the School's receipt as referred to in Clause 3.1, the School will make payment to the Contractor of the full value of all Goods so delivered and Services so performed provided that no payment shall be considered as evidence of the quality of any Goods and Services to which such payments relates nor shall it relieve the Contractor from his responsibilities under Clause 5 hereof.

6. INSTRUCTORS

- 6.1 All Instructors supplied by the Contractor shall be registered with the Ministry of Education, and remain successfully registered throughout the Contract period. The Contractor shall use the Instructors specified in "Instructors Deployment List" and shall ensure the Instructors remain registered with the Ministry of Education throughout the Contract period. The Contractor shall provide all necessary Instructors with adequate skills for the performance of the Services. The School may in its discretion require the Contractor to remove any Instructor if he/she is unskilled or incompetent or whose continued engagement and deployment is, in the opinion of the School, inconsistent with the interest of the School. Where the Contractor is unable to supply an alternative replacement that is approved by the School, School shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the School being liable therefore in damages or compensation. The said termination shall take effect from the date of the notice of termination.
- 6.2 If the School objects by notice in writing to any Instructor assigned or designated by the Contractor or by any subcontractor to perform the Services under this Contract who, in the opinion of the School, has misconducted himself/herself or is a security risk or is deemed unsuitable in any way, the Contractor shall cause such person to be removed immediately and a suitable and adequate replacement furnished at no additional expense to the School. The replacement shall be registered with the Ministry of Education, and remain successfully registered throughout the Contract period. In the event that the School has other reasons to believe that any personnel employed by the Contractor, or its subcontractors or agents are unsatisfactory in any way, the Contractor and the School shall meet immediately in order to reach a mutually acceptable solution.
- 6.3 The Contractor undertakes not to change its Instructor deployed for this Contract without the School's consent, whose consent shall not be unreasonably withheld. The Contractor shall not alter or reduce the quality of its Instructor if this may adversely affect the progress or quality of the Services.
- 6.4 For the avoidance of doubt, it is agreed that the Contractor and any Instructor supplied under the terms of this Contract shall be, and shall be deemed to be, independent Contractors and not agents or employees of the School. Nothing in this Contract shall be treated as establishing or creating a relationship of master and servant or principal and agent between the School and the Contractor or the School and the Instructor.
- 6.5 The Contractor shall, and shall ensure that all its Instructors shall, observe and comply with all rules, policies, procedures, expectations or codes of conduct of

the Ministry of Education, the School and the applicable sporting/arts/professional body as may be issued from time to time, and any such rules, policies, procedures, expectations or codes of conduct applicable to the place at which the activity is conducted, including rules, policies, procedures, expectations or codes of conduct relating to safety, security, ethics and discipline. The Contractor shall, and shall ensure its Instructor shall, be fully responsible for the safety, security, health and welfare of the students under the Instructor's charge and shall take all necessary precautions to ensure the safety, security, health and welfare of the students and others.

- 6.6 The Contractor shall, and shall ensure that its Instructors shall, only involve students in school activities approved by the School and shall not include any other persons in these activities without the approval of the School.
- 6.7 The Contractor shall, and shall ensure that its Instructors shall, only make use of school facilities and equipment or facilities and equipment approved by the * School in discharging its obligations.
- 6.8 The Contractor shall, and shall ensure that its Instructors shall, only collect money from students when authorised by the School and shall keep proper accounts of any such collection.
- 6.9 The Contractor shall not, and shall ensure that its Instructors shall not, make any statement or representation on behalf of the School in any matter whatsoever.

7. OBLIGATION TO INFORM THE SCHOOL

- 7.1 The Contractor undertakes to inform the School if –
 - (a) any circumstance has arisen that may be liable to lead to a termination of this Contract; or
 - (b) the Contractor (including any partner or any officer in the governing body of the Contractor) or any of its Instructors is under investigation for any criminal offence by any authority in Singapore or elsewhere or is facing disciplinary proceedings by any sporting, arts or professional body in Singapore or elsewhere.

8. COMPLIANCE WITH REGULATIONS

- 8.1 The Contractor shall comply with all governmental regulations and obtain and maintain all licenses, authorisations and permits (of a governmental nature) necessary for the performance of the Services. All related fees incurred shall be borne by the Contractor.

9. OWNERSHIP OF INTELLECTUAL PROPERTY (WHERE RELEVANT)

Where the Contractor is to own the Foreground IP:

- 9.1 Nothing in this Contract shall affect any person's right to own or licence Background IP.
- 9.2 The School agrees that all rights, title to or interest in, all Foreground IP shall vest in the Contractor.
- 9.3 In consideration of the School agreeing to the vesting of the Foreground IP in the Contractor:
- (a) the Contractor hereby grants to the School, its agents and contractors, free of any additional charge, an irrevocable, Singapore, perpetual, non-exclusive licence to use, modify and reproduce all Foreground IP (including all future Foreground IP) in connection with:
 - (i) the use of any Goods or Services;
 - (ii) the repair, maintenance, refurbishment, reproduction, modification, adaptation, integration or development of any Goods or Services;
 - (iii) the use, reproduction or adaptation of any documentation delivered under the Contract; or
 - (iv) in the event of a termination pursuant to Clause 10, the obtaining of the remaining Goods and Services to be provided under the Contract as contemplated under 10.7(d), and(collectively, the "Permitted Uses")
 - (b) the Contractor shall procure that its subcontractors and suppliers grant to the School, its agents and contractors, free of any additional charge, an irrevocable, Singapore, perpetual, non-exclusive license, to use, modify, reproduce and communicate all Foreground IP which is or becomes vested in the Contractor's subcontractors and suppliers in connection with the Permitted Uses.
- 9.4 The Contractor:
- (a) hereby grants to the School, its agents and contractors, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor in connection with the Permitted Uses; and

- (b) shall procure that its subcontractors and suppliers grant to the School, its agents and contractors, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to such subcontractor or supplier in connection with the Permitted Uses.

9.5 If the Contractor, its subcontractor or supplier intends to sell or transfer its Background IP or Foreground IP, the Contractor shall ensure that:

- (a) the purchaser of the Background IP or Foreground IP and every successor in title to the interest in the Background IP or Foreground IP (each a "Purchaser"):
 - (i) has prior written notice of this Clause 9; and
 - (ii) undertakes to the School in writing that it will comply with this Clause 9 in all respects as if references to the "Contractor" had referred to the Purchaser; and
- (b) such sale or transfer is subject to the licenses granted or required to be granted under this Clause 9.

9.6 The Contractor undertakes to do all acts and things and sign and execute all such documents as the School may reasonably request to perfect, protect or enforce any of the rights granted or promised to the School under this Clause 9. Without prejudice to the generality of the foregoing, if any licence granted under or pursuant to this Clause 9 is registrable under any IP registration system in Singapore, the Contractor shall:

- (a) register the licence under the IP registration system in Singapore; and
- (b) deliver copies of documentary proof of such license registration to the School as soon as possible.

Where the School wishes to own the Foreground IP:

9.7 Nothing in the Contract shall affect any person's right to own or licence Background IP.

9.8 All Foreground IP created by the Contractor, its subcontractor or supplier shall vest in the School.

9.9 The Contractor:

- (a) hereby assigns and transfers absolutely to the School all rights, title and interests in the Foreground IP free from all encumbrances whatsoever; and
- (b) shall procure that its subcontractors and suppliers assign and transfer absolutely to the School all rights, title and interests in the Foreground IP free from all encumbrances whatsoever.

The Contractor further warrants that it shall have the authority to effect the necessary transfer, assignment or other assurance for the Foreground IP to vest in the School when called upon by the School to do so.

9.10 The Contractor:

- (a) hereby grants to the School and its agents, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor; and
- (b) shall procure that its subcontractors and suppliers grant to the School and its agents, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to it.

9.11 Nothing in this Clause 9 shall give the Contractor any right, title or interest in or to any IP in any results, report, data or information generated or produced by the School or another person on behalf of the School as a result of the Contract. The title to all IP in any such results, report, data or information generated or produced by the School or another person on behalf of the School shall be owned by the School.

9.12 If the Contractor, its subcontractor or supplier intends to sell or transfer its Background IP, the Contractor shall ensure that:

- (a) the purchaser of the Background IP and every successor in title to the interest in the Background IP (each, a "Purchaser"):
 - (i) has prior written notice of this Clause 9; and
 - (ii) undertakes to the School in writing that it will comply with this Clause 9.12 in all respects as if references to "the Contractor" had referred to the Purchaser; and
- (b) such sale or transfer is subject to the licences granted or required to be granted under this Clause 9.

9.13 The Contractor undertakes to do all acts and things and sign and execute all such documents as the School may reasonably request to perfect, protect or enforce any of the rights granted or promised to the School under this Clause 9. Without prejudice to the generality of the foregoing, if any licence granted under or pursuant to this Clause 9 is registrable under any IP registration system in Singapore, the Contractor shall:

- (c) register the licence under the IP registration system in Singapore; and
- (d) deliver copies of documentary proof of such licence registration to the School as soon as possible.

10. TERMINATION OF SERVICES BY SCHOOL

10.1 The School may terminate the Services with immediate effect if the Contractor (including any partner or any officer in the governing body of the Contractor) or any of its Instructors (whether with or without the Contractor's knowledge):

- (a) is found to have given false or incorrect information either in the course of seeking registration with the Ministry of Education or in order to induce the School to enter into this Contract;
- (b) is de-registered by the Ministry of Education as a Contractor or Instructor authorised to offer such services;
- (c) commits a breach of any terms of this Contract;
- (d) is convicted of or is warned by the police for any act involving dishonesty or moral culpability;
- (e) is guilty of wrongdoing that brings disrepute to the Ministry of Education, the School, or any sporting, arts or professional body;
- (f) has been disciplined by any sporting, arts or professional body;
- (g) is unskilled or incompetent;
- (h) is guilty of wilful neglect in the discharge of his duties or persistently reschedules training sessions without valid reasons;
- (i) knowingly participates in violations of the rules, policies, regulations or expectations of the Ministry of Education, the School or any sporting, arts, or professional body or knowingly allows such violations by others or fails to report such violations within a reasonable time period upon learning of such violations;
- (j) fails to respond fully and accurately or to co-operate or to appear upon request during investigations of rules violations by the Ministry of Education, the School or any sporting, arts or professional body, or fails to instruct or counsel employees or students under its supervision to do the same; or

- (k) fails to cooperate and enforce policies and procedures related to conduct and supervision of sporting, arts or professional programmes.

10.2 The School may also terminate the Services with immediate effect if:

- (a) the Contractor becomes insolvent;

where

- (b) the Contractor is a company, a receiver or liquidator is appointed over any undertaking or property of the Contractor 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 Contractor;
- (c) where the Contractor is a company, circumstances arise which entitle the Court or a creditor to appoint a receiver or manager in respect of the whole or a part of the Contractor's undertaking or which entitle the Court to make a winding-up order in respect of the Contractor;
- (d) where the Contractor is a partnership, the Contractor is dissolved or has a bankruptcy order made against it;
- (e) where the Contractor is an individual, the Contractor becomes bankrupt or dies;
- (f) legal proceedings alleging insolvency are brought against the Contractor;
- (g) the Contractor enters into any composition or arrangements with creditors;
or
- (h) continued engagement and deployment is otherwise, in the opinion of the School, inconsistent with the interests of the School.

10.3 The School may exercise the right of termination under this Clause 10 even if the contravening act or omission of the Contractor relates not to the School but to another government, government-aided, independent, specialised independent school or specialised school.

10.4 Where the School requires the Contractor to remove any Instructor in lieu of termination of the Contract, the School may allow the Contractor to offer a replacement to the School's satisfaction. In the event there is no suitable replacement, the School may proceed to terminate the Contract with immediate effect.

- 10.5 The Contractor shall be liable for any costs, expenses or damages incurred by the School as a result of the aforesaid actions and termination of the Services under Clauses 10.1, 10.2, 10.3 and 10.4.
- 10.6 A termination before the expiry of this Contract may be made by the School giving at least one month's written notice. The School reserves the right to terminate the Contract without assigning any reasons. Notwithstanding the foregoing, the parties may terminate this Contract by executing a mutual termination agreement on such terms as may be mutually agreed upon in writing.
- 10.7 If the Contract is terminated, the following shall apply:
- (a) termination shall be without prejudice to any rights and obligations of either party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;
 - (b) the Contractor shall forthwith refund to the School all amounts paid to the Contractor under the Contract, less the price of the Goods and Services which have been accepted by the School as at the date of termination;
 - (c) the Contractor shall immediately deliver property belonging to or provided by the School pursuant to the Contract and all deliverables prepared by the Contractor for the Contract (including works-in-progress if so requested by the School). Works-in-progress shall be paid on a pro-rated basis at the School's sole discretion; and
 - (d) the School shall, at its sole discretion, have the right to engage another person to provide the remaining Goods and Services to be provided under the Contract, and any additional costs and expenses incurred shall be paid by the Contractor, and the Contractor shall give reasonable assistance to the incoming contractors.

11. SUBCONTRACTING AND ASSIGNING

- 11.1 The Contractor shall not assign, subcontract or transfer in whole or in part, its rights or obligations without the written consent of the School.

12. VARIATION

- 12.1 No variation to this Contract shall apply thereto unless such variation shall have first been set out and agreed in writing by the Contractor and the authorised contract signatory of the School.

13. INDEMNITY

13.1 In the event of the School (including for this purpose every officer, department and authorised agent thereof) being held liable for any loss, damage or liability (whether criminal or civil) arising out of any claim by any person in respect of any act or omission of the Contractor (including its employees and agents) in connection with this Contract, the Contractor shall indemnify and hold harmless the School, its officers, departments or agents against any such claim and any costs, charges and expenses in respect thereof PROVIDED the same is not caused solely by the gross negligence or wilful default of the School, its officers, departments or agents.

14. FORCE MAJEURE

14.1 If there is delay in the supply of Goods or the performance of the Services under the Contract due to any of the following circumstances, namely acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes beyond the Contractor's control, then in such case the Contractor shall for the duration of such circumstance aforesaid, be relieved of its obligation to deliver any Goods or perform any Services thereby affected but the provision of the Contract shall remain in force in regard to supply of Goods or performance of Services not affected by such circumstances aforesaid and the Contractor shall only be paid in respect of such unaffected supply of Goods or performance of Services.

15. CONFIDENTIALITY

15.1 Except with the written consent of the School, the Contractor shall not, and shall ensure its Instructors do not, disclose any information issued or furnished by or on behalf of the School in connection therewith this Contract or any information or knowledge acquired pursuant to this Contract to any person.

15.2 In addition to the foregoing, the Contractor shall not, and shall ensure its Instructors shall not, make use of any information obtained directly or indirectly from the School or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract without the prior written consent of the School.

15.3 The Contractor shall not, and shall ensure its Instructors 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 any part of the obligations to be performed under the Contractor in any media without the prior written consent of the School.

16. CONFLICT OF INTEREST

- 16.1 The Contractor warrants that, at the date of entering into this Contract, no conflict of interest exists or is likely to arise in the performance of the Services and of its obligations under this Contract.
- 16.2 If, during the term of this Contract, a conflict or risk of conflict of interest arises, the Contractor will notify the School immediately in writing of that conflict or risk and will comply with any requirement of the School to eliminate or otherwise deal with that conflict or risk of conflict.
- 16.3 The Contractor shall refrain, and ensure that its Instructors refrain, from soliciting business from students under its charge or their parents for the provision of services similar or identical to the Services already provided under this Contract. In the performance of the Services under this Contract, the Contractor shall, and ensure that its Instructors shall, manage the treatment of students under its charge, including, but not limited to, the selection of students to represent the school at competitions or other activities, in a fair and unbiased manner.

17. GIFTS, INDUCEMENTS AND REWARDS

- 17.1 The School shall be entitled to immediately terminate or rescind the Contract and recover from the Contractor the amount of any loss resulting from such termination or rescission if:
- (a) any Contractor 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 the Contract; or
 - (ii) showing favour to any person in relation to any contract with the School; or
 - (b) any Contractor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

17.2 In this Clause 17:

“Anti-Corruption Laws” means:

- (a) Chapter IX of the Penal Code (Cap. 224);
- (b) the Prevention of Corruption Act (Cap. 241); 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.

“Contractor Representative” means any of the following:

- (a) the Contractor;
- (b) any person employed by the Contractor; or
- (c) any person acting on behalf of the Contractor (whether with or without the knowledge of the Contractor).

18. RIGHTS OF THIRD PARTIES

18.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

19. APPLICABLE LAW

19.1 This Contract shall be deemed to be made in the Republic of Singapore and shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

20. ESCALATION OF DISPUTES

20.1 In the event of any dispute, claim, question or disagreement arising out of or relating to the Contract or its subject matter or formation (a “Dispute”), no Party shall proceed to mediation or any form of dispute resolution unless the Parties have referred the Dispute to a senior officer of each Party (each, an “Officer”) who shall negotiate in good faith with a view to resolution of such Dispute.

20.2 If such Dispute is not resolved by agreement between the Officers within **ninety (90)** days after the date of referral of the Dispute to the Officers, any Party may proceed to:

- (a) if the Dispute is within the jurisdiction of the Small Claims Tribunals, refer the Dispute to the Small Claims Tribunals; or
- (b) give the other Party written notice for mediation as contemplated in Clause 21.

21. DISPUTE RESOLUTION

- 21.1 Notwithstanding anything in the Contract, in the event of any Dispute and subject to Clause 20, 21.3 and 21.4, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 21.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.
- 21.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 21.
- 21.3 The mediation session is to commence no later than **ninety (90)** days from the date of the written notice of mediation failing which either Party may proceed to dispute resolution.
- 21.4 Clause 21.1 shall not apply to a Dispute referred to the Small Claims Tribunals, provided that:
- (a) the Parties attend a consultation session before a Registrar (where the Parties will be given an opportunity to resolve the Dispute amicably) after a claim is filed with the Small Claims Tribunals; and
 - (b) the proceedings relating to such Dispute are not:
 - (i) discontinued by the Registrar pursuant to Section 17(3) of the Small Claims Tribunal Act; or
 - (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session
- 21.5 Failure to comply with Clauses 21.1 and 21.2 shall be deemed to be a breach of the Contract.

22. CONTRACT EXTENSION (WHERE APPLICABLE)

- 22.1 The Contractor grants the School the option to extend the initial contract term for a further period as may be stated in the School's Requirement Specifications which shall be exercisable by the School at any time before the expiry of the initial contract term. Unless otherwise specifically agreed between the Parties, the purchase made during the extended period shall be subject to the same terms and conditions (inclusive of any amendments), and the Services purchased shall form part of the Services defined in this Contract.