



15 August 2024

TO THE TENDERER

Dear Sir/Madam

**SPONSORSHIP REFERENCE: [24/004A]**

**Invitation To Sponsor (ITS) - Supply and delivery of isotonic drinks to Singapore Sports School Ltd's Dining Hall for 24 months from 1 January 2025 to 31 December 2026**

**CLOSING DATE:** 16 September 2024 at 1300 hours

**Invitation to Sponsor**

1 You are invited by Singapore Sports School Ltd. (hereinafter referred to as, the “**School**”) to submit a sponsorship offer for the supply of products and/or services mentioned above.

**Sponsorship Specifications**

2 The scope and nature of this sponsorship are specified in the Requirement Specifications.

**Eligibility and Evaluation Criteria**

3 Your sponsorship will be evaluated based on the Eligibility and Evaluation Criteria in the Requirement Specifications.

**Submission of Sponsorship Offer**

4 Tenderers are required to submit their sponsorship offer and all that is required in the Invitation to Sponsor via email to **sponsorship@sportsschool.edu.sg** before the closing date of 16 September 2024 at 1300 hours (Singapore time). Late submission will NOT be accepted.

**Enquiries**

5 Any queries regarding this Invitation to Sponsor should be made directly to:

5.1 Specifications related: Ms Lee Siew Yen  
Manager, Boarding and Business  
Telephone: 67618622  
Email: leesy@sportsschool.edu.sg

5.2 Administrative related: Sponsorship Committee Secretariat  
Singapore Sports School  
Email: sponsorship@sportsschool.edu.sg



6 The following documents need to be submitted as part of your sponsorship offer:

- 6.1 Part 3 – Schedule of Sponsorship
- 6.2 Part 4 – Statement of Compliance
- 6.3 Any other information that is relevant to this proposal

**Enclosed Documents**

7 This Invitation to Sponsor includes the following documents:

- 7.1 Invitation to Sponsor cover letter
- 7.2 Part 1 – Requirement Specifications
- 7.3 Part 2 – Standard Terms and Conditions
- 7.4 Part 3 – Schedule of Sponsorship

8 Please note the following instructions:

- 8.1 The tenderer should not require any co-payment from the School, the student-athletes, or the School staff for the products or services asked for in this Invitation to Sponsor.
- 8.2 The School shall be under no obligation to accept any sponsorship offer. The School will not enter into any correspondence with any tenderer regarding the reasons for non-acceptance of a sponsorship offer.
- 8.3 The School reserves the right, unless the tenderer expressly stipulates to the contrary in the sponsorship offer, to accept such portion of each sponsorship offer as the School may decide.
- 8.4 The School is free, at its absolute discretion, to accept the sponsorship offer in its entirety, to accept only part of the sponsorship offer (see paragraph 8.2 for the exception) or to reject the sponsorship offer in its entirety.
- 8.5 In no case will any expenses incurred by any tenderer in the preparation of the tenderer's sponsorship offer, or in any other way related to such sponsorship offer, be borne by the School or be reimbursed by the School to the tenderer (whether it is successful or not).
- 8.6 A sponsorship offer submitted shall remain valid for acceptance for a period of six (6) months from the closing date of the offer and during such extension of this period as may afterwards be separately agreed in writing by the tenderer of the sponsorship offer, at the request of the School.

9 If there is any change or amendment of information to the Invitation to Sponsor before the closing date, notification will be given through the publication of the Corrigendum to the Sponsorship Notice via email. Tenderers are advised to check the Sponsorship Notice to ensure that the Corrigendum, if any, has not been missed before submitting their sponsorship offer.



## PART 1 – REQUIREMENT SPECIFICATIONS

### INTRODUCTION

1 Singapore Sports School Ltd. (hereinafter referred to as, the “**School**”) is hereby inviting sponsorship offers for the supply and delivery of isotonic drinks from 1 January 2025 to 31 December 2026 (hereinafter referred to as the “**Sponsorship Period**”).

2 In return for the sponsorship, the School intends to provide the Sponsor (as defined in “*Part 2 – Standard Terms and Conditions*”) with the proposed reciprocals, as set out in paragraph 8 below, in accordance with the sponsor tier that corresponds with the per-year value of the sponsorship made by the Sponsor.

### SPONSORED PRODUCTS

3 The Sponsor shall supply and deliver isotonic drinks that meet or exceed all the requirements below.

Para.	Specifications	Requirements
<b>Supply and delivery of Isotonic Drinks to School’s Dining Hall – The Arena</b>		
3.1	Size and Estimated Quantity	<ul style="list-style-type: none"> <li>Provide 2,400 litres for 24 months</li> <li>Provide 1 x BIB machine</li> <li>Provide CO<sub>2</sub> tanks to support the usage of BIB machine for the duration of 24 months</li> </ul>
3.2	Packaging	<ul style="list-style-type: none"> <li>Provide in packs of BIB or appropriate packaging for ease of usage and storage</li> <li>Drinks must be properly packed, completely sealed and with no damages/torn packaging.</li> </ul>
3.3	Quality/Specifications	<ul style="list-style-type: none"> <li>Content of nutrients per portion size is approximately equal to               <ul style="list-style-type: none"> <li>Carbohydrates (g) - 5g/100ml to 8g/100ml</li> </ul> </li> <li>Must be halal-certified</li> <li>With Healthier Choice Symbol endorsed by Health Promotion Board</li> <li>Expiry date should be at least 12 months or more before delivery</li> </ul>
3.4	Delivery schedule / dates	<ul style="list-style-type: none"> <li>Regular replenishment of 200 litres every 2 months.</li> <li>Regular replenishment of CO<sub>2</sub> every 2 months.</li> <li>Within <u>five (5) working days</u> upon receipt of the School’s request whenever the supply runs low due to high consumption rate by student-athletes.</li> </ul>



4 All the isotonic drinks must be properly packed to avoid damage in transit or in storage. The items should be of good quality. The Sponsor shall, at the Sponsor's own expense (including transportation costs), be obliged to provide one-to-one exchange if any of the items were found to be damaged, defective or in any way inferior or not in accordance with the requirements in paragraph 3 above, within five (5) days upon the School's notification (or such later date(s) as may be agreed upon by the School).

## **DELIVERY REQUIREMENT AND SERVICE PERFORMANCE**

5 The Sponsor shall supply and deliver the isotonic drinks, as and when required by the School over the Sponsorship Period. The Sponsor shall deliver the isotonic drinks to the School at the following address (or any other address that maybe stipulated by the School) within the indicated delivery lead-time stated in paragraph 3.4 above:

Singapore Sports School  
General Office  
1 Champions Way  
Singapore 737913  
Attn: Ms Lee Siew Yen  
Manager, Boarding and Business  
Telephone: 67618622  
Email: leesy@sportsschool.edu.sg

6 Upon receipt of the order(s), the Sponsor shall contact the School's appointed representative to seek confirmation on the delivery date, which shall be based on the delivery lead-time stated in paragraph 3.4 above, in order to ensure that the School's appointed representative is available to receive the order(s). Order(s) that cannot be successfully delivered by the delivery date shall be construed as a delay in delivery performance. In such circumstances, the Sponsor's immediate obligations include communicating the delay to the School's appointed representative at least one (1) working day before the delivery date/time and exercising the appropriate contingency plans/rectifications, as approved by the School.

7 Notwithstanding the foregoing, the School reserves the rights to reject delivery outside the following office hours during the School's working days:

Monday to Friday: From 09:00 hours – 16:30 hours.

## **PROPOSED RECIPROCAL**

8 Subject to paragraph 9 below, the School intends to provide the following proposed reciprocals for the supply and delivery of the isotonic drinks for the dining hall:

	<b>Sponsorship value per sponsorship period</b>	<b>≤\$5,000</b>	<b>&gt;\$5,000 &amp; ≤\$100,000</b>	<b>&gt;\$100,000</b>
	<b>Sponsor tier</b>	<b>Nil</b>	<b>Gold</b>	<b>Platinum</b>
1	Non-permanent fixtures within the premises of School for branding purposes, if deemed appropriate by the School, at the Sponsor's sole expense (e.g. banners, pillar wraps, wall mural) (also see paragraph 9.2 below)	No	No	Yes



2a	[not applicable to this ITS] The student-athletes in the awarded academies will use only the Sponsor's sponsored product type during training and competitions, provided that there is no conflict with the National Sports Association's or the competition organisers' prescribed attire (also see paragraph 9.3 below)	No	Yes	Yes
2b	The School's dining hall ("The Arena") to only serve the Sponsor's sponsored beverage type (also see paragraph 9.4 below)  (This applies only to The Arena and does not apply to vending machines placed outside The Arena or other school activities held outside The Arena)			
2c	A-boards (being outdoor sign-boards) for display at major school events, at the School's expense			
2d	Semi-permanent panels or stickers of the Sponsor's logos for display, at the School's expense, in the School's premises such as The Arena and Heritage Centre.			
2e	Acknowledgment as a sponsor on the School's website and e-yearbook, during the Sponsorship Period only.			
2f	Publicity in at least one (1) post on a social media platform and/or eNews!, with mention of the Sponsor's name and/or inclusion of the Sponsor's logo.			
3.	Allowing the Sponsor's brand logo to be on the apparel or product sponsored by the Sponsor,  (Printing and embroidery is to be carried out by the Sponsor, at the Sponsor's sole expense)	Yes	Yes	Yes

9 The provision of the proposed reciprocals set out in paragraph 8 above shall be subject to the following conditions:

9.1 In calculating the sponsorship value to determine the sponsorship tier (applicable to all reciprocals listed in paragraph 8 above):

- (a) any Goods and Services Tax applicable to, or included in the price of, the isotonic drinks shall be fully excluded;
- (b) any of the Sponsor's costs or delivery fees involved in the supply and delivery of the isotonic drinks shall be fully excluded; and



- (c) the value of: (i) any sponsorships that the Sponsor has made with or granted to individual student-athletes (whether from the School or otherwise); and (ii) any sponsorship agreements that the Sponsor has entered into with individual student-athletes (whether from the School or otherwise), shall be fully excluded.
- 9.2 For above **paragraph 8, point 1** (i.e. the proposed reciprocal of allowing the Sponsor to place non-permanent fixtures within the School's premises for branding purposes), the School shall at all times retain the right to determine, in its sole and absolute discretion, whether:
  - (a) any such fixture uses inappropriate words and/or pictures; and/or
  - (b) the mounting of any such fixture poses safety issues and/or creates any inconvenience (including, without limitation, reducing ventilation or natural light),

and to reject the placement of any of the aforesaid fixtures.
- 9.3 For above **paragraph 8, point 2a** (i.e. the proposed reciprocal of requiring student-athletes in the awarded academies to use only the Sponsor's sponsored product type during training and competitions):
  - (a) "product type" means the specific type of sports apparel that the Sponsor has agreed to sponsor, and does not extend to other different sports apparel not sponsored. To avoid doubt, tee-shirts, shorts, socks, shoes, etc are all considered to be different product types. Therefore by way of illustration only, where the Sponsor has agreed to supply sports tee-shirts only, the School may still obtain Sponsors to provide, and the student-athletes may still use, other different product types of sponsored sports apparel (such as shorts, socks and shoes); and
  - (b) the exclusive use of the Sponsor's sponsored product type only applies to student-athletes in the awarded academies, and does not extend to student-athletes from other academies.
- 9.4 For above **paragraph 8, point 2b** (i.e. the proposed reciprocal of requiring The Arena to only serve the Sponsor's sponsored beverage type), such proposed reciprocal only applies to that specific type of beverage that the Sponsor has agreed to sponsor. By way of illustration only, where the Sponsor has agreed to supply brand-named "ABC chocolate malt drinks" only, The Arena cannot serve other brands of chocolate malt drinks, but can serve other types of beverages (such as isotonic drinks, fruit juices and fresh milk) whether sponsored by other sponsors or otherwise. However, outside The Arena (for example, vending machines placed outside The Arena, in meeting rooms or in the field), other brands of chocolate malt drinks can be served, as well as other types of beverages.

## ELIGIBILITY CRITERION

10 Tenderers shall comply fully with the requirement specifications of this "*Part 1 – Requirement Specifications*" in order to participate in this Invitation to Sponsor. Failure to comply with the stipulated eligibility criterion shall render the sponsorship offer submission liable to disqualification from evaluation.



## **EVALUATION CRITERIA**

11 Proposals from the tenderers shall be evaluated based on the following criteria listed in descending order of importance:

- 11.1 suitability and quality of the proposed product(s) as specified in paragraph 3;
- 11.2 total sponsorship value of the sponsorship quoted by tenderer, which will be benchmarked with online and retail prices by the School's evaluation panel

## **SUBMISSION OF DOCUMENTS**

12 The following documents need to be submitted as part of your sponsorship offer:

- 12.1 Part 3 – Schedule of Sponsorship;
- 12.2 Part 4 – Statement of Compliance; and
- 12.3 any other additional information that is relevant to the proposal.

## **PART 2 – STANDARD TERMS AND CONDITIONS**



**TABLE OF CONTENTS**

<b>1</b>	<b>DEFINITIONS .....</b>	<b>1</b>
<b>2</b>	<b>CLAUSE REFERENCES.....</b>	<b>4</b>
<b>3</b>	<b>SCOPE OF CONTRACT .....</b>	<b>4</b>
<b>4</b>	<b>COMMENCEMENT AND DURATION OF THE CONTRACT .....</b>	<b>4</b>
<b>5</b>	<b>GENERAL OBLIGATIONS OF THE PARTIES.....</b>	<b>5</b>
<b>6</b>	<b>DELIVERY AND PERFORMANCE .....</b>	<b>5</b>
<b>7</b>	<b>REMOVAL AND REPLACEMENT .....</b>	<b>6</b>
<b>8</b>	<b>ACCEPTANCE .....</b>	<b>6</b>
<b>9</b>	<b>WARRANTY .....</b>	<b>8</b>
<b>10</b>	<b>TITLE AND RISK.....</b>	<b>8</b>
<b>11</b>	<b>INSPECTION OF SPONSORED PRODUCTS AND SAMPLE-TESTING .....</b>	<b>9</b>
<b>12</b>	<b>DELAY IN DELIVERY .....</b>	<b>9</b>
<b>13</b>	<b>REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS .....</b>	<b>9</b>
<b>14</b>	<b>INTELLECTUAL PROPERTY .....</b>	<b>10</b>
<b>15</b>	<b>GIFTS, INDUCEMENTS AND REWARDS.....</b>	<b>10</b>
<b>16</b>	<b>TERMINATION .....</b>	<b>11</b>
<b>17</b>	<b>FORCE MAJEURE.....</b>	<b>12</b>
<b>18</b>	<b>NOTICE .....</b>	<b>12</b>
<b>19</b>	<b>LANGUAGE .....</b>	<b>12</b>
<b>20</b>	<b>SUB-CONTRACT, TRANSFER AND ASSIGNMENT.....</b>	<b>13</b>
<b>21</b>	<b>INDEMNITY FOR LOSSES .....</b>	<b>13</b>
<b>22</b>	<b>REMEDIES .....</b>	<b>13</b>
<b>23</b>	<b>VARIATION .....</b>	<b>14</b>
<b>24</b>	<b>WAIVER.....</b>	<b>14</b>
<b>25</b>	<b>ENTIRE AND WHOLE AGREEMENT.....</b>	<b>14</b>
<b>26</b>	<b>SEVERABILITY .....</b>	<b>14</b>
<b>27</b>	<b>PERSONAL DATA PROTECTION .....</b>	<b>14</b>
<b>28</b>	<b>RIGHTS OF THIRD PARTIES.....</b>	<b>14</b>
<b>29</b>	<b>SURVIVING PROVISIONS.....</b>	<b>15</b>
<b>30</b>	<b>GOVERNING LAW.....</b>	<b>15</b>
<b>31</b>	<b>ESCALATION OF DISPUTES.....</b>	<b>15</b>

<b>32</b>	<b>MEDIATION.....</b>	<b>15</b>
<b>33</b>	<b>DISPUTE RESOLUTION.....</b>	<b>16</b>
<b>34</b>	<b>ORDER OF PRECEDENCE.....</b>	<b>16</b>

## PART 2 – STANDARD TERMS AND CONDITIONS

### 1 DEFINITIONS

1.1 In these Standard Terms and Conditions, unless the context otherwise requires:

“**Acceptance Certificate**” has the meaning set out in Clause 8.5;

[“**Acceptance Test Country**” has the meaning set out in Clause 8.7;]

“**Acceptance Tests**” has the meaning set out in Clause 8.1;

“**Acceptance Tests Report**” has the meaning set out in Clause 8.4;

“**Anti-corruption Laws**” has the meaning set out in Clause 15.2;

“**Contract**” means the resulting contract between the School and the Sponsor for the provision of the Sponsored Products, as a result of the School’s acceptance of the Sponsor’s Sponsorship Offer, which terms and conditions are contained in the following;

- (a) the Invitation to Sponsor cover letter;
- (b) the Sponsor’s Sponsorship Offer;
- (c) these Standard Terms and Conditions;
- (d) the Requirement Specifications;
- (e) the Letter of Acceptance;
- (f) any correspondence exchanged between the School and the Sponsor in relation to the amplifying or modifying of any part of the Invitation to Sponsor or the Sponsor’s Sponsorship Offer, which the School has provided its written agreement to such amplification or modification; and
- (g) any formal agreement executed between the Parties,

including all schedules and annexes to such documents as may be relevant;

“**Defective Products**” has the meaning set out in Clause 9.2;

“**Dispute**” has the meaning set out in Clause 31.1;

[“**Extension Negotiation Period**” has the meaning set out in Clause 4.2;]

[“**Extension Notice**” has the meaning set out in Clause 4.2;]

“**Force Majeure Event**” has the meaning set out in Clause 17.1;

“**Intellectual Property Rights**” shall mean all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the

confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**“Invitation to Sponsor”** means the invitation to participate in the supply of Sponsored Products and/or Services and comprises all the sponsorship documents forwarded to the Tenderer, inclusive of the Invitation to Sponsor cover letter, these Standard Terms and Conditions, the Requirement Specifications and any other documents and forms enclosed;

**“Letter of Acceptance”** means the letter issued by the School, accepting the Sponsor’s Sponsorship Offer;

**“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;

**“Notice”** has the meaning set out in Clause 18.1;

**“Officer”** has the meaning set out in Clause 31.1;

**“Parties”** means the School and the Sponsor, and **“Party”** means either one of them;

**“PDPA”** means the Personal Data Protection Act 2012;

**“Personal Data”** means data, whether true or not, about an individual who can be identified:

- (a) from that data alone; or
- (b) from that data and other information which the Sponsor has or is likely to have access to;

**“Proposed Reciprocals”** means the proposed reciprocal benefits to be provided by the School as set out in the Requirement Specifications, and any amendments or additions to the aforesaid as may be mutually agreed in writing between the Parties from time to time;

**“Rejected Products”** has the meaning set out in Clause 7.1;

**“Remedy”** has the meaning set out in Clause 24.1;

**“Requirement Specifications”** means the specifications set out in Part 1 of the Invitation to Sponsor, and any amendments or additions to the aforesaid as may be mutually agreed in writing between the Parties from time to time;

**“Schedule of Sponsorship”** means the schedule set out in Part 3 of the Invitation to Sponsor, and any amendments or additions to the aforesaid as may be mutually agreed in writing between the Parties from time to time;

**“School”** means Singapore Sports School Ltd., and includes any officer authorised by the School to act on its behalf;

**“Services”** means the services proposed in the Sponsor’s Sponsorship Offer as being capable of meeting or exceeding the Requirement’s Specifications and accepted in the Letter of Acceptance, and which the Sponsor is required to provide under the Contract;

**“Sponsor”** means a successful Tenderer whose Sponsorship Offer has been accepted by the School;

**“Sponsor Personnel”** has the meaning set out in Clause 21.1;

**“Sponsor Representative”** has the meaning set out in Clause 15.2;

**“Sponsored Products”** means all products proposed in the Sponsor’s Sponsorship Offer that meet or exceed the Requirement Specifications and that have been accepted in the Letter of Acceptance, and which the Sponsor is required to supply under the Contract, including technical documentation, parts or units thereof;

**“Sponsorship Offer”** means the offer submitted by the Tenderer to provide the Sponsored Products to the School in response to the Invitation to Sponsor, and any other documents submitted by the Tenderer and accepted in writing by the School that has the effect of modifying such offer submitted by the Tenderer;

**“Sponsorship Period”** has the meaning set out in Clause 4.1;

**“Sponsorship Reciprocals”** means the relevant Proposed Reciprocals to be provided by the School to the Sponsor in return for the fulfilment of the Sponsorship Offer, on the basis of the total sponsorship value, as determined by the School’s evaluation panel;

**“Sponsor’s Marks”** means the trade mark(s) and/or logo(s) of the Sponsor, together with any accompanying artwork, design, slogan, text and/or other collateral marketing signs of the Sponsor;

**S\$** means Singapore Dollar, the lawful currency of the Republic of Singapore;

**“Tenderer”** means a person or its permitted assigns and successors offering to provide the Sponsored Products pursuant to the Invitation to Sponsor, and shall be deemed to include two (2) or more persons if appropriate;

**“Warranty Period”** has the meaning set out in Clause 9.1; and

**“Working Day”** means a day that is not a Saturday, Sunday or a gazetted public holiday in Singapore.

1.2 In these Standard Terms and Conditions, unless otherwise stated:

- (a) words in the singular shall include the plural and vice versa; and
- (b) clause headings are inserted for convenience only and shall not affect the interpretation of these Standard Terms and Conditions.

1.3 Interpretation

- (a) Except to the extent that the context otherwise requires, any reference to **“person”** includes any individual, company, corporation, firm, partnership, joint venture,

association, organisation, trust, state or agency of a state (in each case, whether or not having separate legal personality).

- (b) The definition of terms herein shall apply equally to the singular and plural forms of the terms defined.
- (c) Unless a contrary intentions appears, 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*”.
- (d) Unless otherwise provided, any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and shall be deemed to include any subsidiary legislation made under such legislation.
- (e) Any pronoun shall include the corresponding masculine, feminine and neuter forms.
- (f) “**Month**” means calendar month and “**day**” means calendar day.
- (g) For the purposes of computing time, unless the contrary intention appears, 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 CLAUSE REFERENCES

All references to clauses in these Standard Terms and Conditions or any other document, unless otherwise expressly stated, are references to clauses numbered in these Standard Terms and Conditions or the document in which the reference appears, as the case may be.

## 3 SCOPE OF CONTRACT

The Sponsor shall carry out and complete the supply of all items of Sponsored Products in accordance with the Contract. Unless otherwise stated in the Contract, all Sponsored Products shall be new and unused.

## 4 COMMENCEMENT AND DURATION OF THE CONTRACT

- 4.1 The Contract shall commence on the date of commencement stated in the Letter of Acceptance or any other formal agreement executed between the Parties, and shall remain in force for a period of twenty-four (24) months (“**Sponsorship Period**”).
- 4.2 [If either Party wishes to extend the Sponsorship Period for a further one (1) to two (2) years, it shall give the other Party written notice of its desire to do so (“**Extension Notice**”) [by no later than three (3) months before the expiry of the Sponsorship Period]. Following the receipt by a Party of an Extension Notice, the Parties shall commence negotiating in good faith on an extension of the Contract for the period commencing from the date of the Extension Notice and expiring on the date falling one (1) month before the last date on which the Sponsorship Period would otherwise expire (“**Extension Negotiation Period**”). To avoid doubt, the School shall not in any way be obliged to agree to any extension. Where the Parties are able to come to an agreement on the extension of the Sponsorship Period, the Sponsorship Period shall thereafter be extended by the agreed extension period, on the terms of the Contract, as modified or amended by written agreement between the Parties. Where the Parties are unable to come to an agreement on the extension of the Sponsorship Period before the expiry of the Extension

Negotiation Period, the Sponsorship Period shall not be extended. The Contract may only be extended once under this Clause 4.]

## **5 GENERAL OBLIGATIONS OF THE PARTIES**

### **5.1 The Sponsor undertakes to the School:**

- (a) to perform in full, and in a timely fashion, all of its obligations and commitments under the Contract;
- (b) to carry out its obligations to the School under the Contract with due care and diligence;
- (c) in performing its obligations under the Contract, to comply with all applicable laws and keep the School indemnified against all penalties and liabilities of every kind for the breach of any such laws;
- (d) to obtain and maintain, at its own costs, all licences, permits, certifications and regulatory authorisations, without any restriction or qualification whatsoever, so as to enable the Sponsor to fulfil all of its obligations under the Contract;
- (e) to ensure that the manufacture, packaging and delivery of all Sponsored Products comply with all applicable laws and the highest standards of business ethics;
- (f) to, at the written request of the School and at its sole cost, immediately withdraw from distributing any of the Sponsored Products which do not comply with the terms of the Contract;
- (g) to submit to the School, for its approval, samples of the Sponsored Products in accordance with Clause 11; and
- (h) to provide to the School, at the Sponsor's sole cost and expense, all suitable material, including artwork of the Sponsor's Marks, in a format and within print deadlines specified by the School for it to be reproduced under the control of the School for the fulfilment of the Sponsorship Reciprocals.

### **5.2 The School undertakes to the Sponsor:**

- (a) to use reasonable endeavours to provide, or ensure the provision of, each and all of the Sponsorship Reciprocals to the Sponsor;
- (b) to ensure that the Sponsor's Marks will be present in all promotional, advertising and publicity material in accordance with the Contract and to the extent required to fulfil the relevant Sponsorship Reciprocals; and
- (c) to comply with all applicable laws relevant to its performance of the Contract, as well as any conditions attached to any licences or consents issued in connection with the Contract.

## **6 DELIVERY AND PERFORMANCE**

The Sponsor shall, unless otherwise specified by the School prior to delivery or performance, deliver the Sponsored Products at the time(s) and place(s) and in the manner specified in the Contract. The Sponsor shall obtain a receipt from the School for any delivered Sponsored

Products. The issuance of such receipt shall in no way relieve the Sponsor from its obligations under Clause 7 to replace defective or damaged Sponsored Products.

## 7 REMOVAL AND REPLACEMENT

7.1 The School may reject any of the Sponsored Products that are found on delivery, or upon installation where installation is required, to be:

- (a) damaged or defective;
- (b) incorrect or not in accordance with the Contract; or
- (c) not newly manufactured or of unsatisfactory quality or not fit for the ordinary uses contemplated by the School,

(collectively referred to as, the “**Rejected Products**”), and the Sponsor shall:

- (i) provide a replacement for the Rejected Products immediately at the Sponsor’s own expense; and
- (ii) collect the Rejected Products at the Sponsor’s own expense within five (5) days from the date of notification by the School, and, failing which, the School shall have the right:
  - (A) to claim from the Sponsor storage charges and other expenses incurred in relation to the Rejected Products until collection by the Sponsor or disposal in accordance with sub-clause (B) below, whichever is earlier; and
  - (B) if the Rejected Products are not collected after one (1) month from the date of notification by the School, to dispose of the Rejected Products in any way the School deems fit and claim all expenses incurred thereby from the Sponsor,

and the School shall be entitled to claim from the Sponsor all costs and damages incurred by the School as a result of the Rejected Products.

7.2 Where any Sponsored Products are rejected by the School pursuant to Clause 7.1 or pursuant to any other provision of law, the Sponsor shall be deemed to have completely failed to deliver such Sponsored Products or perform such services relating to the delivery or installation of such Rejected Products.

7.3 Notwithstanding anything to the contrary, the risk of loss, damage or deterioration of Rejected Products (whether rejected pursuant to this Clause 7 or otherwise) shall be borne by the Sponsor at all times and possession shall be deemed to have never passed to the School.

## 8 ACCEPTANCE

8.1 The Sponsor shall, if such a requirement is set out in the Requirement Specifications, conduct acceptance tests and such other tests as may be determined by the School (such tests collectively referred to herein as, the “**Acceptance Tests**”, and each, an “**Acceptance Test**”) to verify and demonstrate that the Sponsored Products and Services (including any replacement and repaired Sponsored Products and any re-performed Services) meet the Requirement Specifications.

8.2 The Sponsor shall notify the School in writing about the Acceptance Tests at least two (2) weeks prior to the date scheduled for the Acceptance Tests. The Sponsor shall submit the proposed



test plan to the School for approval at least two (2) weeks prior to the date scheduled for the Acceptance Tests.

- 8.3 The School shall have the right to attend and scrutinise the conduct of each Acceptance Test. If the Sponsor has given written notice to the School in accordance with Clause 8.2, and the School does not appoint any representative to attend the Acceptance Tests prior to the date scheduled for the Acceptance Tests, the Sponsor shall have the right to proceed with the Acceptance Tests without a representative of the School being present.
- 8.4 The results of the Acceptance Tests shall be properly documented by the Sponsor (the **"Acceptance Tests Report"**) and submitted to the School within five (5) days after the conduct of the Acceptance Tests.
- 8.5 Upon submission of the Acceptance Tests Report to the School, the School shall issue an acceptance test certificate (the **"Acceptance Certificate"**) if it is satisfied with the results of the Acceptance Tests.
- 8.6 The Sponsor shall provide all necessary labour, facilities and equipment required and bear all costs for the performance of the Acceptance Tests.
- 8.7 [If the School requires any Acceptance Tests to be conducted outside Singapore (the country where such Acceptance Tests are to be conducted shall be referred to as, the **"Acceptance Test Country"**), all costs, charges and expenses relating to airfares, board and lodging and subsistence allowance of the School's representatives for such Acceptance Tests shall be borne by the School, save that:
  - (a) in the event that the Acceptance Tests are delayed beyond the scheduled completion dates and the School elects to allow its representatives to remain in the Acceptance Test Country, the Sponsor shall pay for the board and lodging and subsistence allowance for the School's representatives in respect of the period of such delay; and
  - (b) in the event that the Acceptance Tests are delayed beyond the scheduled completion dates and the School elects to allow its representatives to return to Singapore, the Sponsor shall be obliged to pay for all the School's representatives' costs, charges and expenses relating to airfares, board and lodging and subsistence allowance for any subsequent trip to attend the completion or remainder of the delayed Acceptance Tests.]
- 8.8 Where the Contract allows or provides that the Acceptance Tests are to be conducted at the Sponsor's premises, the Sponsor shall, at no cost to the School, provide administrative support such as office facilities and local transport to:
  - (a) the School's representatives attending the Acceptance Tests; and
  - (b) any School's representatives stationed at the Sponsor's premises for purposes pertaining to the Contract.
- 8.9 The School shall not be under any obligation to accept any Sponsored Products which have not satisfactorily passed the Acceptance Tests. In the event that any deficiencies in the Sponsored Products or Services become evident, the Sponsor shall immediately, at the School's option, replace the Sponsored Products or re-perform the Services or perform remedial or corrective action. The cost of the replacement, re-performance, remedial or corrective action shall be borne by the Sponsor.

## 9 WARRANTY

- 9.1 In the Contract, “**Warranty Period**” in respect of Sponsored Products or Services, means the period of 12 months or other longer period as stipulated in the [Schedule of Sponsorship / Requirement Specifications], commencing on the date of acceptance of such Sponsored Products or Services by the School in accordance with the provisions of the Contract, unless otherwise agreed in writing by the Parties.
- 9.2 Where, during the Warranty Period, any Sponsored Products (collectively referred to herein as, “**Defective Products**”) are found to:
- (a) be defective in design, materials or workmanship;
  - (b) be not in accordance with the Contract; or
  - (c) having been installed, operated, stored and maintained in accordance with the written instructions of the Sponsor, fail to function properly or fail to meet any Requirement Specifications or specifications published by the Sponsor as applicable to the Sponsored Products,

then unless the Sponsor can show that the foregoing is caused solely by improper use or mishandling by the School, the Sponsor shall, at its own expense (including transportation costs), at the option and written notification of the School, replace, rectify or completely repair the Defective Products and deliver the replaced or repaired Sponsored Products to the School within [three (3) Working Days] from the date of acceptance by the Sponsor of the Defective Products. Any replacement or repaired Sponsored Products shall be subject to the same Acceptance Tests as the Defective Products. The Warranty Period shall be extended, from the date of original expiry of the Warranty Period, by a period equivalent to the period commencing on the date of the said written notification to the date of acceptance of the repaired or replaced Sponsored Products by the School. In the event that the remaining Warranty Period (after such extension) as at the date of such acceptance is less than one (1) month, the Warranty Period shall be extended such that the date of expiry of the Warranty Period falls one (1) month after the date of such acceptance.

- 9.3 If any Service performed is found during the Warranty Period to be deficient, the Sponsor shall, at the written notification of the School, complete the re-performance of the same, at the sole expense of the Sponsor within [three (3) Working Days] from the date of the School’s written notification. The Warranty Period for the re-performed Service shall be extended, from the date of original expiry of the Warranty Period, by a period equivalent to the period commencing on the date of the said written notification to the date of completion of the re-performed Service. In the event that the Warranty Period (after such extension) remaining at the date of such completion is less than one (1) month, the Warranty Period shall be extended such that the date of expiry of the Warranty Period falls one (1) month after the date of such completion of the re-performed Service.
- 9.4 The School’s rights and remedies under this Clause 9 are independent of, and without prejudice to, any other rights and remedies of the School.

## 10 TITLE AND RISK

- 10.1 The risk of loss or damage to the Sponsored Products or any documentation delivered pursuant to the Contract shall pass to the School only upon its receipt of the Sponsored Products or

documentation. Title to the Sponsored Products shall pass from the Sponsor to the School upon the School's receipt of the Sponsored Products.

- 10.2 Risk of loss or damage to the Sponsored Products shall be borne by the Sponsor from the time the Sponsored Products are received by the Sponsor for the purpose of modification, replacement, repair or rectification, until the modified, repaired, replaced or rectified Sponsored Products are received by the School.

## **11 INSPECTION OF SPONSORED PRODUCTS AND SAMPLE-TESTING**

- 11.1 Where inspection of any of the Sponsored Products is required by the School, the Sponsor shall give the School full and free access to such Sponsored Products and all reasonable facilities, as and when required for the purpose of inspection.
- 11.2 The School shall have the right to require the Sponsor to provide samples of the Sponsored Products to be supplied under the Contract for the School's approval, and for such further samples as may be required until the School is satisfied, in its sole and absolute discretion, that the samples submitted are in accordance with the Requirement Specifications. Upon the approval of the samples by the School, the Sponsor shall ensure that the Sponsored Products to be supplied under the Contract meet the standards of the approved samples. If any Sponsored Products supplied under the Contract do not meet or exceed the Requirement Specifications or the standards of the approved sample, the School shall have the right to submit such Sponsored Products to expert examination and testing, and all costs in connection therewith shall be borne by the Sponsor unless such examination and test shows that such Sponsored Products meet or exceed the Requirement Specifications and the standards of the approved samples.

## **12 DELAY IN DELIVERY**

If the Sponsor fails to deliver any Sponsored Products by the date(s) specified in the Contract[ (or such date(s) as may be agreed by the School's appointed representative)], the School shall have the right to terminate the Contract pursuant to Clause 16.1, and to cancel the delivery of all or any of the Sponsored Products that have yet to be delivered. In such a situation, the School shall also be fully entitled to withdraw or halt the provision of any or all of the Sponsorship Reciprocals.

## **13 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 13.1 The Sponsor represents and warrants that it has taken, and undertakes that it will continue to take, all necessary actions such that the acceptance of the Sponsorship Offer, and the performance by the Sponsor of its obligations under the Contract, shall at all times not:
- (a) conflict with its constitutional documents;
  - (b) infringe or constitute any default under any instrument, contract, document or agreement to which it is a party; and/or
  - (c) result in a breach of applicable laws.
- 13.2 The Sponsor further represents and warrants that it has obtained, and undertakes that it will continue to maintain, all Intellectual Property Rights if applicable (including but not limited to the payment of royalties to the relevant third party owners of such Intellectual Property Rights), licences, permits, consents and any other rights or clearances necessary or required with

respect to the Sponsored Products and the display of any trade marks, brands and/or logos related to the Sponsored Products.

## 14 INTELLECTUAL PROPERTY

The Parties agree and acknowledge that all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor, and, save as expressly provided in the Contract, the School shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them.

## 15 GIFTS, INDUCEMENTS AND REWARDS

15.1 The School shall be entitled to immediately terminate or rescind the Contract and recover from the Sponsor the amount of any loss resulting from such termination or rescission if:

- (a) any Sponsor Representative has offered, 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 or disfavour to any person in relation to any contract with the School; or
- (b) any Sponsor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

15.2 In this Clause 15:

**"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.

**"Sponsor Representative"** means any of the following:

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

**16 TERMINATION**

16.1 If the Sponsor is in breach of any of its obligations under the Contract, and:

- (a) the Sponsor fails to remedy the breach within 14 days from a written notice from the School to do so; or
- (b) the breach is not capable of being remedied within a reasonable time,

the School shall have the right (in addition to, and without prejudice to, all other rights or remedies available, including the right to claim damages) to terminate the Contract with immediate effect by written notice to the Sponsor.

16.2 If any of the following events occur, the School shall be entitled to terminate the Contract with immediate effect by written notice to the Sponsor, and the Sponsor shall have no claim for any damages or compensation:

- (a) the Sponsor becomes insolvent;
- (b) where the Sponsor is a company, a receiver or liquidator is appointed over any undertaking or property of the Sponsor 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 Sponsor;
- (c) where the Sponsor is a partnership, the Sponsor is dissolved or has a bankruptcy order made against it;
- (d) where the Sponsor is an individual, the Sponsor becomes bankrupt or dies;
- (e) legal proceedings alleging insolvency are brought against the Sponsor; or
- (f) the Sponsor enters into any composition or arrangements with creditors.

16.3 The School shall have the right to terminate the Contract for convenience by giving one (1) month's written notice to the Sponsor without having to assign any reason, and the Sponsor shall have no claim for any damages or compensation.

16.4 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 Sponsor shall immediately deliver property belonging to or provided by the School pursuant to the Contract and all deliverables prepared by the Sponsor for the Contract; and
- (c) in the event of a termination pursuant to Clause 16.1 or 16.2, the School shall, at its sole discretion, have the right to engage another person to provide the remaining Sponsored Products to be provided under the Contract.

16.5 Nothing in this Clause 16 shall be deemed to prejudice any other rights or remedies available to the School against the Sponsor for any breach of the Sponsor's obligations whether under the Contract or at law or in equity.

## 17 FORCE MAJEURE

- 17.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if the failure results from events which are beyond its reasonable control ("**Force Majeure Event**") provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of the Contract, a "Force Majeure Event" shall include acts of God, industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, fire, explosion, natural physical disasters, epidemic, quarantine restrictions and general failure of public transport.
- 17.2 In the event that one or more Force Majeure Event arises, the affected Party shall inform the other Party in writing of the occurrence of the Force Majeure Event(s). If the effect of any Force Majeure Event continues for a period exceeding one (1) month, the School may, at any time thereafter, give notice to the Sponsor to terminate the Contract with immediate effect without being liable to the Sponsor in damages or compensation.
- 17.3 If a Force Majeure Event occurs, the Sponsor or the School (as the case may be) shall, for the duration of such Force Majeure Event, be relieved of any obligation under the Contract as is affected by the Force Majeure Event, except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the Force Majeure Event.
- 17.4 Failure of any of the Sponsor's suppliers to perform their obligations shall not be regarded as events beyond the control of the Sponsor.

## 18 NOTICE

- 18.1 Subject to Clause 18.2, any notice, request, waiver, consent or approval ("**Notice**") shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or by email to a Party, as follows:
- (a) in the case of the Sponsor, to the address and/or official email address set out in the Sponsorship Offer; and
  - (b) in the case of the School, to the following address and/or official email address:  
  
Singapore Sports School Ltd  
1 Champions Way  
Singapore 737913  
email: [sponsorship@sportsschool.edu.sg](mailto:sponsorship@sportsschool.edu.sg)

- 18.2 Either Party may change its address or email address by giving the other Party written notice of the change.

## 19 LANGUAGE

- 19.1 All data, documents, descriptions, diagrams, books, catalogues, instructions, markings for the Sponsored Products, Notices and correspondence shall be written in readily comprehensible English language.
- 19.2 The personnel of the Sponsor shall be proficient in both written and spoken English for the purposes of performing the Sponsor's obligations under the Contract.

## **20 SUB-CONTRACT, TRANSFER AND ASSIGNMENT**

- 20.1 The Sponsor shall not, without the prior written consent of the School, sub-contract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.
- 20.2 The Sponsor shall be responsible for the acts, defaults, negligence and omissions of any of its agents, officers, employees, servants and/or workmen.

## **21 INDEMNITY FOR LOSSES**

- 21.1 The Sponsor shall indemnify the School, and keep the School fully indemnified, against any and all Losses sustained, incurred, paid by or suffered by the School arising out of or in connection with any act or omission on the part of the Sponsor or any of its directors, officers, personnel, employees, servants or agents (the “**Sponsor Personnel**”) unless the Sponsor can show that:
- (a) it is not due to the Sponsor’s breach, failure or delay in the performance of the Contract; and
  - (b) it is not due to the negligent, unlawful or wrongful action or omission, fraud, bad faith, wilful misconduct or breach of any duty of any of the Sponsor Parties.
- 21.2 If any claim is commenced against the School that may give rise to a claim against the Sponsor under Clause 21.1, notice thereof shall be given to the Sponsor as soon as practicable.
- 21.3 Upon receipt of such notice, if required by the School, the Sponsor shall immediately take control of the defence and investigation of such claim and shall employ and engage attorneys reasonably acceptable to the School to handle and defend the same, at the Sponsor’s sole cost and expense.
- 21.4 In the event the Sponsor takes control of the defence and investigation of the claim, the School shall co-operate, at the cost of the Sponsor, in all reasonable respects with the Sponsor and its attorneys in the investigation, trial and defence of such claim and any appeal arising therefrom; provided, however, that this will not limit the School’s right to participate, at the Sponsor’s cost and expense, through their attorneys or otherwise, in such investigation, trial and defence of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Sponsor shall be entered into without the written consent of the School.
- 21.5 This Clause 21 shall survive the termination or expiry of the Contract.

## **22 REMEDIES**

- 22.1 The rights and remedies of a Party under the Contract are cumulative and are without prejudice and in addition 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 the Contract, 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 the Contract, at law or in equity.
- 22.2 The School shall have the right, at its sole discretion, to elect to claim general damages in common law from the Sponsor instead of imposing liquidated damages under the Contract.

**23 VARIATION**

No variation of the Contract shall be of any force unless agreed upon in writing and signed by both Parties (or the authorised signatories thereof).

**24 WAIVER**

24.1 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 the Contract 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 so as to bar the enforcement or exercise thereof, or of any other such Remedy in any other instances at any time or times thereafter.

24.2 No waiver of any breach of the Contract shall be deemed to be a waiver of any other or of any subsequent breach.

24.3 Any waiver granted under the Contract must be in writing and may be given subject to conditions. Such waiver under the Contract shall be effective only in the instance and for the purpose for which it is given.

**25 ENTIRE AND WHOLE AGREEMENT**

25.1 The Contract contains the entire and whole agreement between the Parties relating to the subject matter of the Contract.

25.2 The Sponsor acknowledges and agrees that the benefits to be provided under the Contract (being the Sponsorship Reciprocals) are good and sufficient consideration for the Sponsor's obligations hereunder.

**26 SEVERABILITY**

In the event that any provision in the Contract 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 the Contract and the legality, validity and enforceability of the remainder of the Contract shall not be affected.

**27 PERSONAL DATA PROTECTION**

Where the provision of Sponsored Products and/or Services involves the handling of Personal Data, the Sponsor shall comply with all its obligations under the PDPA at its own cost.

**28 RIGHTS OF THIRD PARTIES**

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



## 29 SURVIVING PROVISIONS

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, including Clauses 15 (Gifts, Inducements and Rewards), 16.4 and 16.5 (Termination), 18 (Notices), 21 (Indemnity for Losses), 22 (Remedies), 23 (Variation), 24 (Waiver), 25 (Entire and Whole Agreement), 26 (Severability), 28 (Rights of Third Parties), 29 (Surviving Provisions), 30 (Governing Law), 31 (Escalation of Disputes), 32 (Mediation), 33 (Dispute Resolution) and 34 (Order of Precedence), shall survive the termination or expiry of the Contract.

## 30 GOVERNING LAW

The Contract 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.

## 31 ESCALATION OF DISPUTES

- 31.1 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**”), neither Party shall proceed to mediation or any form of dispute resolution unless each Party has first referred the Dispute to a senior officer of that Party (each, an “**Officer**”, and collectively, the “**Officers**”), and each Officer shall negotiate with the other in good faith, with a view to resolving such Dispute.
- 31.2 If such Dispute is not resolved by agreement between the Officers within [14 Working Days] after the date on which the Officers commenced negotiations, either Party may:
- (a) if the Dispute is within the jurisdiction of the Small Claims Tribunals, proceed to refer the Dispute to the Small Claims Tribunals; or
  - (b) proceed to give the other Party written notice for mediation as contemplated in Clause 32 (Mediation).

## 32 MEDIATION

- 32.1 Notwithstanding anything in the Contract, in the event of any Dispute and subject to Clauses 31, 32.3 and 32.4, neither 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 32.1, if they have gone through at least one (1) mediation session at the Singapore Mediation Centre.
- 32.2 A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 32.
- 32.3 The mediation session is to commence no later than 90 days from the date of the written notice of mediation, failing which either Party may proceed to dispute resolution in the Singapore courts.
- 32.4 Clause 32.1 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 1984; or
  - (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session.

32.5 Failure to comply with Clause 32.1 or 32.2 shall be deemed to be a breach of the Contract.

### **33 DISPUTE RESOLUTION**

Subject to first having attempted to resolve the Dispute through negotiation, in accordance with Clause 31, and, where applicable, through the Small Claims Tribunals or by way of mediation, the Parties may proceed to dispute resolution in the Singapore courts. In such case, the Parties irrevocably agree to submit to the exclusive jurisdiction of the Singapore courts.

### **34 ORDER OF PRECEDENCE**

34.1 In the event that, and to the extent only of any conflict between any provisions of the Contract, the conflict shall be resolved, subject to Clause 34.2, in accordance with the following order of precedence:

- (a) these Standard Terms and Conditions;
- (b) the Requirement Specifications;
- (c) the Letter of Acceptance, if any;
- (d) any formal agreement executed between the Parties; and
- (e) the Sponsor's Sponsorship Offer (as amplified or modified by any correspondence exchanged between the School and the Sponsor, which has been agreed to by the School in writing as amplifying or modifying the Sponsor's Sponsorship Offer).

34.2 Where the Sponsor's Sponsorship Offer (as amplified or modified by any correspondence exchanged between the School and the Sponsor, which has been agreed to by the School in writing as amplifying or modifying the Sponsor's Sponsorship Offer) contains provisions which are more favourable to the School in relation to the rest of the Contract, such provisions of the Sponsor's Sponsorship Offer shall prevail. The School shall, in its sole and absolute, discretion determine whether any provision is more favourable to it in relation to the Contract.

34.3 To avoid doubt, this Clause 34 shall form an integral part of these Standard Terms and Conditions, as referred to in Clause 34.1(a).