

**GENERAL TERMS AND CONDITIONS  
FOR THE SUPPLY OF MAINTENANCE AND SUPPORT SERVICES**

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**1 OBJECT**

1.1 In consideration of the payment as hereinafter provided, the Contractor shall, upon the terms and conditions hereinafter set forth, perform the Services to the Company.

**2 DEFINITION**

2.1 In the Contract, the following words and expressions shall have the meaning assigned hereunder except where the context otherwise requires:

**Affiliate** means an organisation, institution or entity (a “RP”)  
(i) that is related to the Company by reason of the Company directly or indirectly controlling the RP;  
(ii) that is related to the Company by reason of both the Company and the RP being, directly or indirectly, controlled by or under the common control of a third party; or  
(iii) that is permitted by the Company to use or access the System.

In the context of corporate entities, a person “controls” the entity if it owns or controls

- (i) more than fifty (50) percent of whose shares or other securities entitled to vote for election of directors (or other managing authority) in the entity, or
- (ii) more than fifty (50) percent of the equity interest in the entity, or
- (iii) is otherwise able to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise;

**Application Software** means the computer programs to be maintained by the Contractor through the delivery of the Services, which computer programs are installed on the Hardware and working or operating in conjunction with the System Software;

**Company** means National Healthcare Group Pte. Ltd.;

**Contract** means this agreement (including all schedules and annexes attached) between the Company and the Contractor, with any authorised variations or amendments which would govern the supply of the Services by the Contractor to the Company;

**Contract Price** means the total price payable to the Contractor under the Contract for the performance of the Services under the Contract;

**Contractor** means the party who or which has undertaken to perform the Services;

**Contractor Material** means the material that is proprietary to the Contractor;

**Deliverable** means documentation and all work product first created by the Contractor for delivery to the Company in connection with the Services and/or a Change Request, and includes all new or additional functionalities, modules, features and/or changes to the System to be delivered by the Contractor to the Company pursuant to a Change Request, but shall not include any third-party software or related documentation licensed directly to the Company from a third party, or any modifications,

	enhancements or derivatives of that software or documentation;
Hardware	means all the machinery, computer hardware, storage devices, other peripherals and ancillary equipment together with all the cabling to be maintained by the Contractor through the delivery of the Services;
Intellectual Property (IP)	means patents, trade marks, service marks, registered designs, applications for any of the foregoing, copyright (including without limitation, rights in computer software whether in compiled or source form), design rights, trade and business names, domain names and any other similar protected rights or assets in any country;
Intellectual Property Rights	means rights arising out of or in connection with Intellectual Property;
Licensee	means the Company or any Affiliate;
PDPA	means the Personal Data Protection Act, Act 26 of 2012;
Personal Data	means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which a Party has or is likely to have access.
Premises	means the principal place of business of the Company as identified in the quotation or such other location as may be specified by the Company.
Process	<p>in relation to Personal Data, means:</p> <ul style="list-style-type: none"> <li>(i) to carry out any operation or set of operations in relation to the personal data, and includes recording, holding, organisation, adaptation/alteration, retrieval, combination, transmission or erasure/ destruction; and/or</li> <li>(ii) copy, use, access, display, run, store review, manage, modify, transform, translate, extract components into another work, integrate or incorporate as part of a derivative work; and/or</li> <li>(iii) to permit others to do (i) and (ii).</li> </ul> <p>“Processing” shall have the corresponding meaning as a verb for the same;</p>
Services	has the meaning ascribed to it in Schedule 2 (Professional Services) and the Annexes thereto, if any;
Site	means the locations at the Premises where the Services are to be performed as stated in the Requirement Specifications;
Software	means all software (including any upgrades thereof) including but not limited to Application Software, System Software, and utility programs to be maintained by the Contractor through the delivery of the Services;
System	means the system, including mechanical parts, Hardware, Software, and Documentation to be maintained by the Contractor through the delivery of the Services. The System shall include but shall not be limited to the following components:-

- (i) all Hardware required for the System. All Hardware components in the System shall be capable of working in combination with all other components of the System;
- (ii) all Software, software tools or utilities required for the System. All software components in the System shall be capable of working in combination with all other components of the System;
- (iii) all Documentation, training, and related material required for the System; and
- (iv) all mechanical parts required for the System. All mechanical parts in the System shall be capable of working in combination with all other components of the System;

System Software means the operating software that is used on the Hardware and with the Application Software;

Work means and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, object or source code, computer software, programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) relating to the subject matter of the Contract or the System and/or Services, that are conceived, designed, practiced, prepared, produced or developed by the Contractor:

- (i) during the course of the Services;
- (ii) based upon knowledge or information learned or gained from the Company; or
- (iii) resulting from the use of the Company's facilities, personnel, or materials.

- 2.2 References in the Contract to words incorporating the masculine gender only shall where the context so admits include the feminine and/or neutral genders and vice versa and references in the Contract to words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.
- 2.3 The clauses, paragraph or clause headings and marginal notes in the Contract have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of the Contract.
- 2.4 References to clauses and schedules shall be references to Clauses of and the Schedules to the Contract. The Schedules are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into the Contract.
- 2.5 References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and all statutory instruments or orders made pursuant to it.
- 2.6 Any reference to "day" shall mean a period of twenty-four (24) hours, ending at twelve (12) midnight.
- 2.7 If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. Where expressed by reference to a person in Singapore, business day means any day other than a Saturday, a Sunday or a day on which licensed banks are authorised or required to be closed in Singapore and, where

expressed by reference to the jurisdiction of a person other than Singapore, means any day other than a Saturday, a Sunday or a day on which licensed banks are authorised or required to be closed in the jurisdiction of that person, then that time is deemed to only expire on the next business day.

- 2.8 References in the Contract to anything which any Party is required to do or not to do shall include its acts, defaults and omissions, whether direct or indirect, on its own account, or for or through any other person and those which it permits or suffers to be done or not done by any other person.
- 2.9 For certain Services sought to be procured by Company, additional terms and conditions may apply. These additional terms and conditions shall be contained in the Schedules attached to this Contract and shall be made a part of this Contract. In the event of a conflict between any of the terms of the Contract and the Schedules, the conflict will be resolved in the following order of priority: (1) the clauses to this Contract; and (2) the Schedules (including any annex, appendix or exhibit attached thereto). Without prejudice to the generality to the foregoing, the following Schedules are attached to this Contract:

- Schedule 1 – Pricing
- Schedule 2 – Professional Services
- Schedule 3 – Service Level Standards
- Schedule 4 – Scope of Work
- Schedule 5 – PDPA Standards
- Schedule 6 – Assumptions

### **3 SERVICES**

- 3.1 The Contractor shall perform the Services in accordance / compliance with the requirements and specifications as set out in the Requirement Specifications and/or in this Contract at the price(s) agreed upon and in accordance with the terms herein.
- 3.2 Any additional services by the Company shall be made by way of a written request (“Change Request”) and duly accepted by the Contractor whereupon such Change Request shall form part of the Services. Such additional services will be charged on a time and material basis at the rate (“Change Request Rate”) specified in Schedule 1 (Pricing).

### **4 SCOPE OF THE CONTRACT**

- 4.1 The Contractor shall:-
- (i) carry out and complete the supply of all components of the Services in accordance with the Contract and the Requirement Specifications in every respect; and
  - (ii) maintain the System in accordance with the Requirement Specifications.
- 4.2 [ Reserved ]
- 4.3 In the event of any discrepancy, error or omission on the part of the Company in the Contract or the Requirement Specifications, the Company shall resolve the discrepancy, error or omission and such resolution shall be final and binding. The Company may permit an increase in price where such resolution resulted in additional Services being furnished by Contractor. Where such resolution resulted in a decrease of Services being supplied, Contractor shall reduce its price correspondingly.
- 4.4 In the event of any discrepancy, error or omission on the part of the Contractor in the fulfilment of the Requirement Specifications, the Contractor shall resolve the discrepancy, error or omission to the satisfaction of the Company and there shall be no increase in the price payable to the Contractor where additional Services are furnished to the Company.

Where such resolution resulted in a decrease of Services being supplied, Contractor shall reduce its price correspondingly.

- 4.5 The Contractor acknowledges and agrees that whilst the Company is the contracting party to this Contract, the Services may be delivered to or enjoyed by or performed for the benefit of the Company's Affiliates. Whilst the Company's Affiliates may place their request for Services directly with the Contractor and the Contractor shall perform the Services as though such request was made by the Company, no Affiliate shall have the power or authority to modify or change any aspect of this Contract.
- 4.6 The Contractor further acknowledges that the Company has entered into an agreement with and/or may from time to time enter into agreements with a third party service provider(s) pursuant to which the third party service provider's employees, contractors and agents (collectively, "Service Provider") will provide certain information technology and related services to the Company. The Contractor consents to and agrees that the Service Provider may operate, manage and access the System. In the event that the Contractor is not the party to which is able to give such consent or agreement, the Contractor represents and warrants to the Company that the Contractor shall obtain such consent and agreement from the appropriate party so as to enable the Service Provider to operate, manage and access the System. For the avoidance of doubt, in the event that the Company replaces the Service Provider or appoints another vendor in addition to the Service Provider to provide the aforementioned services, the provisions herein shall be read and be deemed to extend or apply to that other third party service provider as though that other third party service provider was referenced in this Clause in lieu of the Service Provider or in addition to the Service Provider.
- 4.7 In relation to the Contractor Material, the Contractor hereby grants to the Licensee a non-exclusive, perpetual, irrevocable, fully paid-up right and licence with no geographical restrictions to use, execute, display, perform, possess, modify and create derivative works from the Contractor Material solely and exclusively for Licensee's internal purposes. For the avoidance of doubt, the Contractor agrees that the licence hereby granted shall continue and remain in force notwithstanding any cessation of maintenance and support services for the Contractor Material. If the Licensee for any reason appoints a third party service provider to provide services that require the use of all or any part of the Contractor Material, the Licensee shall be entitled to assign or transfer, upon written notice to the Contractor, to the third party service provider, any and all of the rights, interests or obligations under the licence granted under this Clause 4.7.
- 4.8 The Licensee may use the Contractor Material on unlimited information systems, including on computer servers and communication networks hosted on, operated by or controlled by Licensee's other service providers, provided always that such use shall only be Licensee's internal purposes. The Contractor shall not be permitted to audit the use and operation of the Contractor Material insofar as the use and operation of the Contractor Materials is confined to the internal use of the Licensee.
- 4.9 The Licensee may make a reasonable number of copies of the Contractor Material for development, testing, staging, roll-out, operational security, back-up and disaster recovery purposes.
- 4.10 All Contractor Material supplied and provided by the Contractor shall be in English.

## **5 CONTRACT PRICE**

- 5.1 The Contract Price quoted shall represent the total cost to the Company (excluding) Goods and Services Tax ("GST") for each and every component of the Services proposed or quoted. This total price shall include:
- (i) all transport, lifting, packing, freight, handling, delivery, insurance, taxes, royalties, duties, etc., where applicable;

- (ii) the cost of the equipment inclusive of all accessories, whether explicitly or separately specified or not, and necessary:
    - (a) for providing the full capabilities asked for; and
    - (b) for the immediate operation of any component of the System;
  - (iii) all on-site / off-site labour for the preparation of the Site and maintenance / replacement of any component of the System;
  - (iv) all cabling, parts, hardware, wiring at site, etc., necessary for the maintenance / replacement of any component of the System;
  - (v) making good and/or replacement of any damaged building structures, etc., damaged during the maintenance / replacement of any component of the System and any obvious work to which express reference has not been made;
  - (vi) Documentation as specified in this Contract;
  - (vii) [ Reserved ];
  - (viii) [ Reserved ];
  - (ix) warranties as specified at Clause 16;
  - (x) provision of all Services under this Contract; and
  - (xi) all licence fees payable for any software supplied by or through the Contractor.
- 5.2 A Pricing Schedule shall be submitted by the Contractor and attached hereto as Schedule 1 (Pricing) and shall not be subject to change during the term of the Contract unless expressly agreed to in writing by the Company.
- 5.3 The Pricing Schedule shall be based on the Requirement Specifications and shall state the Contractor's price for the provision of the Services.

**6 [ Reserved ]**

**7 CHANGE REQUESTS**

- 7.1 In the event that a Change Request requires the Contractor to deliver, install, and commission new or additional functionalities, modules, features and/or changes to the System, the Contractor shall do so in accordance with a delivery schedule agreed upon by both parties. The Contractor shall deliver the Deliverables to the Site as directed by the Company during normal working hours (excluding local and national holidays). If the Company requires delivery to be made outside such times, such delivery shall be mutually agreed upon by the parties. The Company shall prepare the area of delivery and installation for the Deliverables and provide free access to the Site and to any services or facilities that may be required to deliver and install the System.
- 7.2 The Company reserves the right, at its discretion, to vary the date of delivery and/or date of commissioning of the Change Request at no cost to the Company if notification is given two (2) months in advance by the Company to the Contractor, provided that the delivery, installation and/or commissioning date may be brought forward ahead of schedule only upon the mutual agreement of both the Company and the Contractor.
- 7.3 Delivery of the Deliverables of the Change Request must be complete. Where any Deliverable needs to be assembled, the Contractor must ensure that the Deliverable is assembled on the day of delivery, failing which, the Company reserves the right to reject the Deliverable and/or any component thereof. The Contractor warrants that all Deliverables supplied to the Company shall be of new manufacture (i.e. not second-hand, re-conditioned, refurbished, or used items).
- 7.4 Should any Deliverable or component thereof be found incomplete, damaged, defective or in any way inferior to approved samples or not in accordance with the Contract or upon delivery, the Contractor must make good the delivery of the short supplied Deliverable or components and/or replace all damaged, defective or inferior Deliverables or components within seven (7) days upon notification by the Company.

- 7.5 If the Contractor does not comply with Clause 7.4, the Contractor shall be required, when requested by the Company, to remove the Deliverable and/or such component thereof from the Company's premises and to re-deliver the said Deliverable and/or component at the Contractor's own expense complete with the previously short-supplied items and/or with all damage, defects or inferiority remedied, within the time as determined by the Company, failing which the Company shall have the right to purchase replacements elsewhere or make good any damage in any manner it deems fit and all costs incurred thereby shall be deducted from any monies due or which may become due to the Contractor under the Contract or shall be recoverable as a debt. A certificate by an officer of the Company as to the amount of damages caused and consequential losses suffered by the Company shall, save for manifest error, be final and conclusive. The Contractor shall be responsible for and shall make good any damage to any part of the Premises, inclusive of fixtures, fittings and furniture, caused by its servants, workmen or agents when removing or replacing the Deliverable of the Change Request and/or component thereof.
- 7.6 Where the Change Request involves delivery of Hardware, such delivery of the Hardware encompasses transporting the Hardware from outside the Premises through various areas of the Premises (hereinafter called "the Route") to the Site. The scope of work of delivery includes all other work necessary for delivery such as but not restricted to and without additional cost to the Company:-
- (i) ensuring that the maximum structural loading limits of all floors along the Route are not exceeded in the process of transporting the Hardware from outside the Premises to the Site;
  - (ii) ensuring that the structural integrity of any buildings or structures within the Premises is not compromised, weakened or destroyed in the process;
  - (iii) ensuring that no damage is done to any equipment, furniture, floors etc. within the Premises;
  - (iv) ensuring safe and proper operation of any powered lifting devices necessary to raise the Hardware;
  - (v) widening of windows, doors, passages etc., along the Route to create access for the Hardware and subsequent restoration subject to the previous consent of the Company, which consent may be withheld by the Company without assigning any reasons;
  - (vi) other temporary modifications to the building and subsequent restoration subject to the previous consent of the Company, which consent may be withheld by the Company without assigning any reason;
  - (vii) levelling and touching up of floors at the Site to conform with the manufacturer's specifications for levelness and flatness of floors;
  - (viii) obtaining all required permits from the relevant and competent authorities;
  - (ix) ensuring that all works are so carried out as to minimise disruption to the work of the Company;
  - (x) ensuring that the safety and security of the Premises, contents, staff, employees, patients and visitors are not compromised in the process; and
  - (xi) restitution of all damage whatsoever arising from the delivery process. All damaged building structures, fittings, furniture, equipment etc. shall be restored to their original condition.

Failure to fulfil any of the obligations in this Clause shall be construed as non-delivery and appropriate action will be taken by the Company in accordance with Clause **Error!**  
**Reference source not found..**

- 7.7 In the event the Contractor fails to deliver, install or commission the Change Request, whether in whole or in part in accordance with the delivery schedule as specified in Clause 7.1 above, the Company shall, in addition to any other remedies which it may have under the Contract or otherwise, have the right, but not obligation, in relation to each delay:-



- (i) to cancel all or any such part of the Change Request without being liable therefore in damages and obtain the same from other source(s) and all increased costs incurred thereby shall be deducted from any monies due to or become due to the Contractor under the Contract or shall be recoverable as damages; or
- (ii) to require the Contractor to pay or to deduct from the agreed price for the Change Request, as and for liquidated damages (and not as a penalty) a sum to be calculated at the rate of one-half percent (1/2%) of the agreed price for the Change Request for each day which may elapse between the date of delivery, installation or commissioning and the actual date of delivery, installation or commissioning, subject to a maximum of ten percent (10%) of the Contract Price ("Maximum LD for Delay"). For avoidance of doubt, the Maximum LD for Delay applies to each event of delay committed by the Contractor. The Contractor acknowledges that there is no limit on the total liquidated damages payable for delays committed by the Contractor.

7.8 Notwithstanding Clause 7.7 above, in the event the Contractor fails to comply with its obligations under Clause 7.1 and/or 7.6 herein and the failure is not remedied within seven (7) days after being called to its attention by written notice from the Company, even after the Maximum LD for Delay has been paid or is payable by the Contractor to the Company, the Company shall have the right to terminate the Change Request forthwith without compensation and without being liable therefore to the Contractor in damages and the Contractor shall indemnify the Company for any direct, indirect or consequential loss, expense or damage suffered or incurred by the Company in connection with such failure.

7.9 The Contractor shall obtain a receipt from the Company for the delivery of components of the Change Request PROVIDED that the issue of such receipt shall not be any representation on the part of the Company of complete delivery or of delivery in accordance with the Contract or delivery in good order and condition shall not relieve the Contractor from its responsibility to make good the delivery of short supplied items, to replace defective, discrepant or damaged components of the Change Request.

## **8 PAYMENT**

8.1 Subject to the provisions of the Contract, the Company shall pay the Contractor the Contract Price in accordance with the provisions of Schedule 1 (Pricing). The Contract Price for the System and/or Services shall not be subject to change during the term of the Contract unless expressly provided for in the Contract or the relevant Schedule. Invoices shall be submitted by the Contractor quarterly by the end of each quarter commencing from the date of execution of this Contract and shall be due and payable by the Company within sixty (60) days from receipt of the invoice by the Company. PROVIDED ALWAYS that such payment shall not affect the Company's right to reject any component of the Services, and such payment shall also not amount to a waiver of any accrued rights and remedies of the Company against the Contractor.

8.2 Without limiting any of the Company's right under this Contract, the amount of any payment or debt owed by the Contractor to the Company under this Contract may be deducted by the Company from any monies payable by the Company to the Contractor pursuant to this Contract.

8.3 The Contractor agrees that if any invoice is not submitted to the Company within six (6) months from by the end of such quarter on which such invoice was due to be submitted by the Contractor under Clause 8.1 above, the Company shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.

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

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

- 8.6 The Company may, upon notice to the Contractor, withhold payment for components of the Services that fail to meet the minimum performance standards set forth in the Contract and/or question any items invoiced to the Company. Such non-payment shall not constitute a default or breach of the Contract. In the event of any dispute between the Company and the Contractor with respect to the invoiced component of the Services and/or other related matters, the Company shall pay the undisputed amount and the Company and the Contractor shall promptly seek to resolve the disputed matters in accordance with Clause 24 (Dispute Resolution) of the Contract.

## **9 STANDARDS AND CODES OF PRACTICE**

- 9.1 It shall be the responsibility of the Contractor to ensure and furnish evidence that any components of the System and Services to be supplied by the Contractor conform to all relevant, Singapore laws, International Standards and Code of Practice currently in force.
- 9.2 Without prejudice to the generality of the foregoing, the Contractor shall ensure that it has, in relation to all Personal Data obtained and/or collected by it under this Contract in connection with its obligations under said Contract, fully complied with all requirements of the PDPA.

## **10 RELOCATION OF COMPUTER EQUIPMENT**

- 10.1 The Company shall give the Contractor fourteen (14) days' written notice of any intended relocation of the equipment for the System.
- 10.2 The Contractor shall continue to provide the Services following any relocation within Singapore.
- 10.3 The Contractor shall have the option to provide the Services for any relocation outside of Singapore. The scope of services and charges for such services shall be mutually agreed.

## **11 INDEMNITY**

- 11.1 The Contractor shall indemnify, defend and hold harmless the Company, its servants and agents against all or any liability, claim, expenses (including court costs and fees of solicitors (on a full indemnity basis) and other professionals) or loss in respect of damage to any property or personal injury to or death of any person due to the negligence or wilful default of the Contractor, its servants or agents arising out of or in the course of the performance of the Contract PROVIDED THAT the Company promptly notifies the Contractor in writing of any such claim. The Contractor may not enter into any settlement, agreement, arrangement or compromise that would have a material or adverse effect on the Company without the Company's prior consent. The Company shall co-operate with the Contractor, at the Contractor's expense, in defending or settling such claim(s) and the Company may join in defence with counsel of its own choice at its own cost or expense.
- 11.2 The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments against any claims by any workmen, employee or agent or subcontractor or any workmen, employee or agent of such subcontractor of the Contractor for any personal injury and/or death suffered in connection with the performance of the Contract including but not limited to payment under the Work Injury Compensation Act (Cap. 354) and for any costs, charges or expenses incurred in respect thereof.
- 11.3 The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments against any claims, costs, charges and expenses whatsoever incurred by the Company, its servants, agents, employees, officers and departments in respect of any claims by any person(s) whatsoever (including but not limited to any patient or visitor) arising out of or connected to or contributed to by the breach or non-performance of the

Contract by the Contractor or by the malfunction of the System and/or Services or components thereof supplied by the Contractor.

- 11.4 The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments in full against any loss, damage, claims, demands, fines, penalty, expenses, costs (including legal fees) and legal proceedings ("Claims") that the Company may suffer or incur as a result of the Contractor's failure to comply with the provisions relating to Personal Data contained in this Contract and/or the Contractor's breach or infringement (in respect of the Personal Data) of any data protection or privacy laws in any relevant jurisdictions including without limitation any similar laws that may be enacted or in existence, from time to time, in Singapore. The Parties further agree that any unauthorised processing of Personal Data by the Contractor may cause immediate and irreparable harm to the Company for which money damages may not constitute an adequate remedy. In such event, the Parties agree that the Company may seek injunctive relief as appropriate.

## **12 INSURANCE**

- 12.1 The Contractor shall take out at its own expense with an insurance company to be approved by the Company, a policy or policies of insurance in terms to be approved by the Company, indemnifying the Contractor and the Company from all liabilities

- (i) arising out of claims by any and every workman or employee whether such liability arises from the Work Injury Compensation Act or otherwise and from all costs and expenses incidental or consequential thereto; and
- (ii) in respect of personal injury or death or loss or damage to property and against loss or damage suffered or incurred by the Company by fire and such other perils (including product liability) as the Company may require.

- 12.2 A copy of any policy or policies taken out by the Contractor in compliance with this Clause shall be deposited with the Company if required by the Company and the Contractor shall maintain such policy or policies in full force and effect by the payment of all premiums from time to time on the first day on which the same ought to be paid until completion of the Contract and shall, if the Company so directs, deposit with the Company copies of the receipts in respect of the payment of such premiums.

- 12.3 If any default is made by the Contractor in complying with the terms of this Clause, the Company may, without prejudice to any other remedy available to the Company for breach of any terms of the Contract:

- (i) withhold all payments which would otherwise be due to the Contractor under the Contract and out of such money so withheld satisfy any claim by workmen or employees that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance, and/or
- (ii) pay such premiums as may have become due and remain unpaid and deduct the amount of such premiums from any money due or becoming due to the Contractor.

- 12.4 Nothing in this Clause shall be construed to take away or to waive or in any manner to modify the right of the Company to be indemnified by the Contractor in respect of all claims, costs and other expenses whatsoever which, by reason of the Contractor's default or otherwise, may become payable by the Company.

## **13 SECURITY PASS AND WORK PERMIT**

- 13.1 All employees deployed by the Contractor to carry out works in the Premises or any other location as may be required by the Company whether or not such other location belongs to the Company (collectively referred to as the "Locations") including contract workers, supervisors etc. must obtain and display the relevant security pass while in at the Locations. In the event foreign workers are deployed, it shall be the Contractor's

responsibility to ensure that such foreign workers have valid permits or passes issued by the Government of Singapore and the Contractor is to provide the Company with a comprehensive list of these workers and copies of their recent photographs and permits / passes. This list shall be forthwith updated in the event of changes in the deployment of foreign workers.

- 13.2 The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments against any monetary penalty, claim, costs, charges and expenses incurred or imposed by any Court arising out of any breach of Clause 13.1 above or any contravention of any applicable law, regulation or guidelines.

#### **14 INTELLECTUAL PROPERTY RIGHTS**

- 14.1 Where as a result of carrying out its obligations under the Contract in respect of work designed by the Contractor for which the Contractor is to be paid by the Company, the Contractor generates proprietary technical data or any Intellectual Property, then such data, know-how and other information and all Intellectual Property Rights so generated or comprising in the aforementioned shall vest in and be owned by the Company as and when such is generated. The Contractor hereby assigns to the Company by way of assignment of future copyright all legal and beneficial right, title and interest in Works created by the Contractor pursuant to this Contract.

- 14.2 The Contractor shall not use any such proprietary data, know-how and other information compiled during such program for a third party without the authorisation of the Company even in the event of termination of the Contract pursuant to the Company's right to suspend or terminate the Contract.

- 14.3 Each party shall do anything necessary (including executing agreements and documents) to give full effect to the provisions of this Clause.

- 14.4 For the avoidance of doubt, nothing in this Contract shall affect the either party's right to own any IPR created prior to or independently of this Contract and incorporated by mutual consent of the Parties into or with the System.

#### **15 REMEDIES FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ROYALTIES**

- 15.1 All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any invention or patent or patent rights, copyrights and trade marks used or required to be used in respect of the System or any part or unit thereof supplied under the Contract shall deemed to be included in the Contract Price.

- 15.2 The Contractor shall fully indemnify and keep indemnified the Company and its staff against all claims and costs, charges and expenses in respect thereof, by any third party for any alleged infringement of any Intellectual Property Rights which arises or would arise as a result of the Company's acceptance, possession, purchase, use or distribution of the System or any part or unit thereof or the Company's acceptance or use of the Services performed by the Contractor or any Works delivered by the Contractor to the Company.

- 15.3 In the event that any such infringement or threatened infringement occurs or may occur, the Contractor shall at his own expense:

- (i) procure for the Company the right to continue accepting, possessing, purchasing, distributing or using the System or Works;
- (ii) modify or amend the System or Works or infringing part thereof so that the same becomes non-infringing without affecting the capacity and performance of the System or Works;
- (iii) replace the System or Works or any infringing part thereof with other non-infringing System or Works of identical capability and performance;

- (iv) do all things necessary or expedient to permit the Contractor to continue performing the Services; or
  - (v) if none of the options listed above can be accomplished within a reasonable time or are otherwise not commercially reasonable, refund to the Company the price for the System; or terminate the performance of the affected Service and assist the Company to obtain such replacement service and Works at the Contractor's sole cost and expense, without prejudice to any other rights of the Company.
- 15.4 The Contractor agrees to give the Company prompt written notice of any threat, warning, or notice of any such claim or action against the Contractor or any other user or any supplier of components utilised in the System supplied by the Contractor to the Company, which could have an adverse impact on the Company's use of the System or portion thereof.
- 15.5 In addition to any other right that the Company might have, in the event that any claim is made or is threatened to be made against the Company that the System or any part thereof and/or the Company's storage, use and/or distribution of the System infringe the intellectual property or other rights of any third party, or where the Company is informed that the System may infringe the intellectual property or other rights of any third party, the Company shall have the right to suspend this Contract and not take delivery of the System or any part thereof until the Contractor procures the right for the Company to store, use and distribute such System or the Contractor replaces or modifies the System or that part thereof so that they become non-infringing to the satisfaction of the Company and the relevant third party, within such timeline specified by the Company. If the foregoing is not possible or if the System has already been delivered to the Company, the Company shall be entitled but not obliged to return the System or that part thereof and obtain a full refund of any monies paid, and the Contract will terminate with immediate effect.
- 15.6 A reference to the "Company" in this Clause includes a reference to Licensee.

## **16 WARRANTIES**

- 16.1 The Contractor warrants that:
- (i) the Company shall acquire good and clear title to the Deliverables and Works, free and clear of all liens, claims, encumbrances and other restrictions whatsoever;
  - (ii) all Deliverables, Works and material used in the provision of the Services and any other materials or Services provided hereunder do not infringe upon any patent, copyright or similar proprietary right (including, but not limited to, misappropriation of trade secrets) of any third party;
  - (iii) the Documentation provided by the Contractor hereunder will faithfully and accurately reflect the functionality of the applicable System and will allow the Company or a reasonably skilled programmer to understand how the Deliverables and Works function and/or to maintain such Deliverables and Works;
  - (iv) the Company shall quietly and peacefully possess all Deliverables, Works and other materials provided hereunder;
  - (v) all Deliverables will be in good working order when installed, ready for use and free from any defects in material, workmanship or otherwise, and the Contractor will make all adjustments, repairs and replacements necessary to correct such defects;
  - (vi) all Deliverables shall be fit for the ordinary purposes for which such components are used and shall perform in accordance with the Documentation;
  - (vii) the use or operation of any part of the Deliverables shall not at anytime be restricted or interfered with in any manner whatsoever by any means or devices which would require the services of the Contractor or a third party to restore the Deliverables to full use and operation;
  - (viii) any Change Request or modification, enhancement or adaptation of the System supplied by the Contractor shall not require as a condition precedent to the

- supply of the modification, enhancement or adaptation the acceptance by the Company of licence terms that derogate from the provisions of this Contract;
- (ix) all software delivered by the Contractor does not contain any unauthorised code, virus, Trojan horse, worm or other software code, routine or software components designed to permit unauthorised access, disable, erase, or otherwise harm, impede Licensee's use of the System;
  - (x) all installation, technical support, maintenance, training and other Services provided by the Contractor hereunder will be performed in a professional manner by qualified personnel trained and skilled in the performance of the specific Services involved;
  - (xi) for a minimum period of five (5) years from the applicable installation and commissioning date it will –
    - (a) manufacture or cause the procurement of spare parts for the Deliverables made pursuant to the Contract; and
    - (b) make available maintenance and repair services for such Deliverables;
  - (xii) all Deliverables provided hereunder shall be designed, produced, installed, furnished and in all respects provided, certified and maintained in conformance with all codes, ordinances, regulations and laws, and administrative and regulatory requirements that were in effect at the time of such design, production, installation or furnishing;
  - (xiii) all Deliverables provided hereunder shall conform or otherwise satisfy all applicable requirements in the Requirement Specifications, particularly that the System has been adequately sized and permit easy scaling up of processing capacity to cater to the increasing data processing demands of the Company based on the forecast volumes described in the Requirement Specifications; and
  - (xiv) the performance and reliability of the Deliverables when working together with any software and/or third party products that the Company may use shall conform with the Performance and Reliability Standards.
- 16.2 The Contractor acknowledges that the Company is reliant on the Contractor's skill, expertise and professional judgment in the specification, sizing, selection, procurement, installation, configuration and customisation of every component of the Deliverables and of the Deliverables as a whole.
- 16.3 Each claim of the Company under any warranty given by the Contractor shall be sent in writing to the Contractor specifying the component of the Deliverable concerned and nature of the defect. Upon receipt of such written notice, the Contractor shall test or inspect the Deliverable at the Company's premises, or if necessary, the Deliverable or component thereof will be returned to the Contractor or such other address as may be notified to the Company. All costs incurred as a result of the breach of any warranty under this Clause shall be borne by the Contractor.
- 16.4 The Parties each represents and warrants that the following facts and circumstances are and at all times shall be, true and correct:-
- (i) it has the requisite corporate power and authority to enter into the Contract and that the Contract does not conflict with any other agreement or obligation by which the respective Party is bound;
  - (ii) that there is no material suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or to its best knowledge or belief, threatened against it or affecting its ability to perform its obligations under the Contract; and
  - (iii) that the signatories for and on behalf of that Party are authorised and fully empowered to execute the Contract on that Party's behalf.

## 17 SPARES AND CONSUMABLES

17.1 The Contractor guarantees that the spare parts and consumables for the System will be available during the term of the Contract and shall further undertake to locally supply or make available these parts/consumables for the said period.

17.2 The unit prices of the spare parts and consumables listed in Schedule 1 (Pricing) to the Contract shall be firm and fixed for a period of [ ] after expiry of the Contract.

## **18 TITLE AND RISK**

18.1 Title in the Deliverables, all components and materials for the System and tools to be used exclusively in connection with the System which are supplied by the Contractor shall pass to the Company as soon as they are allocated by the Contractor to the Contract and in all documents of any kind including drawings, designs, test certificates of quality, parts lists and manuals as soon as they are prepared or obtained by the Contractor. The Contractor shall clearly mark and store all such items so that they can be identified as the property of the Company, make them available for inspection by the Company at any time and comply with all instructions of the Company with regard to them.

18.2 Notwithstanding the earlier passing of title, risk in the Deliverables shall not pass to the Company until the Deliverables and/or Services are delivered in accordance with the Contract, and the Contractor shall be responsible for any loss or damage to the Deliverables howsoever arising prior to risk passing.

## **19 CONTRACTOR'S RELATIONSHIP WITH ITS EMPLOYEES**

19.1 The Contractor is required to adopt the Tripartite Guidelines on Fair Employment Practices as advised by Tripartite Alliance for Fair Employment Practices and to ensure workers are accorded the terms and conditions as stipulated under the Employment Act. In addition, workers are to be given a set of their employment contract stating clearly the working hours, the remuneration, the benefits and etc. as recommended by the Tripartite Guide on Responsible Outsourcing.

## **20 SUSPENSION OR TERMINATION**

20.1 This Contract shall commence from the Effective Date and shall continue for [ ] years unless terminated prematurely or renewed/extended in accordance with the terms of the Contract.

20.2 The Company may, without prejudice to any other rights it may have, by written notice terminate the Contract or suspend the Contractor's performance of all or any of its obligations under it immediately and without liability of the Company for compensation or damages if:

- (i) the Contractor, its servants, employees or agents, fail to comply with its express obligation of confidentiality;
- (ii) the Contractor delivers the Deliverables and/or performs the Services which are defective or does not conform with the Company's specifications or which design is inadequate and fails to rectify such defect, non-conformity or inadequacy within three days after being given notice by the Company to do so;
- (iii) the Contractor fails to comply in any material respects with the Contract and shall fail to remedy such breach (if capable of remedy) within fourteen (14) days after being given notice by the Company so to do;
- (iv) the Contractor repeatedly breaches the terms of this Contract whether or not such breaches were in respect of the same or different obligation and regardless of whether the Contractor has or has been able to cure such breaches each time they occur;
- (v) any circumstances arise which give reasonable grounds in the Company's opinion for its belief that the Contractor has or may become incapable of performing any of its obligations under this Agreement;

- 20.3 Notwithstanding the aforesaid, the Company may by a 30-day written notice terminate the Contract or the relevant Schedule or suspend the Contractor's performance of all or any of its obligations under it without cause and without liability of the Company for compensation or damages.
- 20.4 In the event of termination above, the Contractor shall refund and repay to the Company any advance payment received from the Company without prejudice to the Company's right to claim compensation for increased costs in obtaining the components of the Deliverables and/or Services or part thereafter from other sources, and for any loss, expense or damage suffered or incurred by the Company.
- 20.5 During the notice period, the Contractor shall only provide the Deliverables and/or perform the Services, and the Company will only pay for such Deliverables and/or Services, in accordance with the unrevoked instructions of the Company pursuant to the Contract and/or the relevant Schedule. The Contractor shall, at the Company's discretion, provide any Deliverables and/or supply any Services ordered during the notice period in accordance with the terms and conditions of the Contract and/or the relevant Schedule.
- 20.6 Upon the expiration or termination of the Contract (for any reason), unless it is not required by the Company, the Contractor shall provide to the Company the staff and transition services necessary for the Company to effect an orderly transition to the Company or to the Company's selected third party, of the Services at no additional cost to the Company for up to one month ("Transition Out Period").
- 20.7 During the Transition Out Period, the Contractor shall continue to provide the Services without any degradation of service. The Contractor's obligations under this Clause shall consist, at a minimum, of the following:
- (i) promptly provide the Company with available detailed specifications and documentation in respect of any hardware, software or other equipment that the Company may require to properly perform, or have performed, the Services following the Transition Out Period;
  - (ii) at the Company's request, train the Company's personnel who will be assuming responsibility for the Services and related operations following the Transition Out Period; and
  - (iii) assist in the migration and transfer of all Data and information obtained by the Contractor from the Company, or stored with or processed by the Contractor pursuant to the Services, or collected, created or generated by the Contractor or any third party for the Company pursuant to this Contract, and all relevant software and equipment.
  - (iv) return to the Company or, as the Company may instruct, dispose of, all copies of all documents, papers, specifications and other materials belonging to the Company being in the Contractor's possession or under its control, including any such materials which incorporate Personal Data, and not intended under the terms of this Contract to remain in the possession or under the control of the Contractor, and shall certify in writing to the Company that the same has been done.
- 20.8 Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of the Contract or the relevant Schedule.

## **21 FORCE MAJEURE**

- 21.1 Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance of their obligations under the Contract if the delay or failure results from events beyond the reasonable control of either Party (a "Force Majeure Event").
- 21.2 For the purposes of the Contract, Force Majeure Events shall include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws,



regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, epidemics, outbreaks, embargoes or other catastrophes affecting the availability of materials or labour necessary for the performance of the Contract.

- 21.3 For the avoidance of doubt, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a Force Majeure Event and the provisions of this Clause shall not apply to such an event.
- 21.4 The Contractor shall prepare and submit to the Company within two (2) weeks from the date of signing of this Contract, the Contractor's plans, strategies and steps the Contractor would take in order to continue to provide the Company with the Services in a Force Majeure Event or the outbreak of infectious disease affecting humans. Such plan, strategies and steps shall state whether the Services would be provided at the same service level or at some other service level. If the Services are to be provided at some other service level, the Contractor shall identify those other service levels. The Contractor shall not put any such plan, strategy or steps in place until and unless the Contractor has obtained the Company's approval of the same.
- 21.5 The Parties hereto agree to notify the other Party promptly of any such circumstances delaying its performance and to resume performance as soon thereafter as is reasonably practicable.
- 21.6 If any Force Majeure Event shall continue for a period exceeding one hundred and twenty (120) days, then either Party may at any time thereafter, upon giving written notice to the other, elect to terminate the Contract.
- 21.7 In any of the events mentioned in Clause 21.2, the Parties shall for the duration of such event be relieved of any obligation under the Contract as is affected by the 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 event. The Parties agree that the Company shall not be under any obligation to pay for any Deliverables or Service which it did not receive from the Contractor during the continuation of the Force Majeure Event.
- 21.8 Notwithstanding any of the foregoing provisions in this Clause 21, the parties acknowledge and agree that the Severe Acute Respiratory Syndrome and any outbreak of flu pandemic (including any outbreak of avian flu) ("Pandemic" and each a "Pandemic Illness") is not a Force Majeure Event. However, the parties acknowledge that any Pandemic may impact on the performance of each party's employees, subcontractors or agents assigned to this Contract ("Staff") and solely for this purpose the parties agree to the following:
- (i) each party will extend safeguards and measures adopted to reduce the risk of its Staff transmitting any Pandemic Illness to the other party's Staff in the course of their performance of this Contract;
  - (ii) each party agrees that if it would not reasonably require its Staff to attend at any premises due to risk of contracting a Pandemic Illness, it would not require the other party's Staff to attend at such premises as well;
  - (iii) each party agrees to respect any quarantine orders issued to the other party's Staff under the Infectious Disease Act or under the other party's general corporate policy concerning such Pandemics;
  - (iv) each party will bear its own costs or expenses of adopting its own safeguards and measures under its general corporate policy concerning Pandemic Illnesses;
  - (v) the parties agree to consider and implement workarounds to reduce the risk of their Staff contracting any Pandemic Illnesses, including the use of telephone conferencing and where the Services to be performed are non-location specific, to perform such Services at alternative locations; where the Services are required to be performed on-site, the Company shall supply, at no charge to the Contractor, agreed facilities for the Contractor's Staff to perform the Services;

- (vi) the parties may mutually agree to reasonable adjustments in the Contract Price, implementation plan, timescales and other relevant obligations of the parties under this Contract;
- (vii) if the Pandemic situation in Singapore worsens materially after the Effective Date, to the extent that the Pandemic situation directly causes the unavailability of either party's Staff so as to materially delay the completion of a major milestone ("Project Delay"), each party shall be entitled to make justifiable adjustments to the implementation plan and timescales strictly to compensate for Project Delay only, provided always that (i) any postponement of any events in the implementation plan and timescales cannot exceed 45 days in aggregate; (ii) the written notice must be given the other party promptly and in any case within 30 days of such Project Delay occurring; and (iii) the written notice must identify the party's Staff who were unavailable and specify the time period in which such Staff were unavailable; and
- (viii) notwithstanding Clause 11.1 (Non-replacement of Client Executive) of Schedule 2 (Professional Services), the Contractor may replace the Client Executive with another staff of equivalent or better competence and qualification if and only if the Contractor certifies to the Company in writing that such Client Executive has on his own accord refused to continue participation in the performance of Services due to his concerns of contracting a Pandemic Illness and not for other reasons and FURTHER PROVIDED that the replacement shall have undergone, prior to assuming his duties, a suitable period of familiarisation with his or her predecessor and there shall be no disruption to the provision of any services by the Contractor prior, during and after the handing over between the out-going and incoming staff member.

## 22 CONFIDENTIALITY

- 22.1 The Contractor hereto agrees to treat as confidential all information received from the Company where the Company has indicated in writing or labelled to be "Confidential", "Proprietary Information" or where the circumstances of disclosure indicates that the information so disclosed is confidential or proprietary, which the Contractor may acquire in relation to the Company, including but without any limitation whatsoever, all business information, strategic and development plans, medical records and any other matter concerning the Company, its affairs, business, shareholders, directors, officers, business associates, clients, patients (including their identity) or any other person or entity having dealings with the Company; information relating to the financial condition of the Company, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever whether electronic or otherwise, and all records indicative of the financial health and status of the Company; technical information in any form whatsoever whether electronic or otherwise; information in any form whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory and all other information which may be disclosed by the Company to the Contractor or which the Contractor may be provided access by the Company whether stored electronically or otherwise; all information which is deemed by the Company to be confidential information or which is generated as a result of or in connection with the business of the Company and which is not generally available to the public; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part ("Confidential Information"), together with any other property of the Company made or acquired by the Contractor or coming into their possession or control in any manner whatsoever shall be and remain the sole property of the Company and shall be returned to the Company forthwith on demand at any time or without demand upon the termination of the Contractor's services. The Contractor shall ensure that none of the patients of the Company can be identified in any reports, submissions and publications of the Contractor.

- 22.2 The Contractor shall not, without the prior written consent of the Company, disclose any Confidential Information or any information relating to the Contract or any of the contents hereof whether directly or indirectly to any other party.
- 22.3 The restrictions on disclosure of Confidential Information described in above do not extend to any information that:
- (i) already exists in the public domain at the time of its disclosure;
  - (ii) is already in the Contractors' possession;
  - (iii) is independently developed by the Contractor outside the scope of the Contract;  
or
  - (iv) is rightfully obtained by the Contractor from third (3<sup>rd</sup>) parties.
- 22.4 The Contractor hereby agrees that it shall:
- (i) take all steps to limit access to Confidential Information of the other Party to those principals, directors, officers, agents, employees, representatives, consultants, independent contractors and professional advisors who are directly concerned with the purposes contemplated by the Contract and are made aware of its confidential status, to the extent reasonably required for the performance of the Contract, and ensure that they do not disclose or make public or authorise any disclosure or publication of any Confidential Information in violation of the Contract;
  - (ii) not use any Confidential Information for any purpose other than the purposes for which it is intended, pursuant to and in accordance with the terms of the Contract;
  - (iii) upon the Company's request, procure the Contractor's employees, servants or agents or any employee, servant or agent of the Contractor's sub-contractor, to sign individual Non-Disclosure Agreements with the Company on such form that the Company may dictate.
- 22.5 The Contractor must promptly inform the Company about any unauthorised disclosure of the Company's Confidential Information.
- 22.6 Subject to the foregoing, the Contractor's confidentiality obligations under this Clause shall survive the expiry or termination of the Contract.

## **22A PERSONAL DATA**

- 22A.1 Without prejudice to Clause 22 of the Contract, the Contractor shall take all reasonable measures to ensure:
- (i) that any Personal Data belonging to the Company which is held by the Contractor pursuant to this Contract is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with the procedures set out in Schedule 5 (PDPA Standards), and that only authorised personnel have access to that Personal Data;
  - (ii) that, to the extent that the Personal Data is no longer required by the Contractor for legal or business purposes, that Personal Data is destroyed or re-delivered to the Company in accordance with Clause 20.7 of the Contract;
  - (iii) that the Company is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this Clause and the Contractor undertakes, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this Clause 22A (including providing the Company with such reports or information concerning such steps as and when requested by the Company); and
  - (iv) it keeps itself apprised of any and all notices and circulars which the Company may from time to time notify to the Contractor, including without limitation any policies, guidelines, circulars or notices relating to personal data ("Documentation"), and to perform its duties or discharge its liabilities pursuant to

this Contract in a manner which is consistent with Documentation, and will not cause the Company to be in breach of the same.

- 22A.2 For the purposes of (iii) above, the Contractor hereby expressly acknowledges and agrees that it has read the Documentation and is aware of and will compensate the Company for any and all potential loss and damage caused to the Company arising from or in connection with any breach of the above. The Contractor will indemnify and hold the Company harmless from claims or proceedings by third parties and any proceedings, investigations, orders, directions, judgments issued by a court, statutory body or regulatory authority, in connection with any breach of this obligation.
- 22A.3 Notwithstanding and further to anything stated elsewhere in the Contract, the Company reserves the right and the Contractor agrees that the Company may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Service Provider with the obligations under this Clause 22A.
- 22A.4 To the extent that Service Provider sub-contracts its obligations under this Contract to a sub-contractor, such sub-contracting subject to the Company's prior written approval in accordance with Clause 25 of the Contract, the Contractor agrees and acknowledges that it shall ensure that Clause 22A and Schedule 5 (PDPA Standards) are incorporated into the sub-contractor's contract.
- 22A.5 Subject to the foregoing, the Contractor's obligations under this Clause shall survive the expiry or termination of the Contract.

## **23 VARIATION OF CONTRACT**

- 23.1 The provisions of the Contract shall not be varied, except by agreement in writing signed by the duly authorised representatives of both Parties.

## **24 DISPUTE RESOLUTION**

- 24.1 In the event of any dispute or difference arising out of or in connection with or in relation to the Contract, including any question regarding the existence, validity, termination, application or interpretation of the Contract or any of its provisions, both Parties shall use their best endeavours to settle the dispute informally by agreement between the Parties. Both Parties shall always act in good faith and co-operate with each other to resolve any disputes.
- 24.2 Notwithstanding anything in the Contract, if the dispute is not settled in accordance with Clause 24.1 above, the dispute shall be resolved by arbitration or by court proceedings as elected by either Party by way of a written notice to the other Party, which shall state the specific dispute to be resolved and the nature of such dispute.
- 24.3 Arbitration shall be conducted in Singapore in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference into this Clause, except in so far as such Rules conflict with the provisions of this Clause, in which event the provisions of this Clause will prevail.
- 24.4 The arbitration tribunal shall consist of one (1) arbitrator to be appointed by mutual agreement between the Parties. Either Party may propose to the other the name or names of one (1) or more persons to serve as the arbitrator. If no agreement is reached within thirty (30) days after receipt by one (1) Party of such a proposal from the other, the arbitrator shall be appointed by the Appointing Authority.
- 24.5 The Appointing Authority shall be the Chairman of the SIAC.

- 24.6 The arbitrator must not be a present or former employee or agent of, or consultant or counsel to, either Party or any related corporation as defined in Section 6 of the Companies Act (Cap. 50) of either Party.
- 24.7 Any decision or award of an arbitration tribunal appointed pursuant to this Clause will be final and binding on the Parties.
- 24.8 Interest at the annual rate of six per cent (6%) per annum will be due and payable to the Party in receipt of an arbitration award from such date as the arbitration tribunal may decide until the date of payment to such Party.
- 24.9 The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.
- 24.10 For the avoidance of doubt, it is agreed that nothing in this Clause shall prevent a Party from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in no way affect the continual performance of the Parties' obligations under the Contract.

## **25 ASSIGNMENT AND SUBCONTRACTING**

- 25.1 Subject to the other provisions of the Contract, all the terms and conditions of the Contract shall be binding upon and enure to the benefit of the parties and their respective heirs, permitted assigns and successors-in-title except that:-
- (i) the Contractor shall not transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any third (3<sup>rd</sup>) party without the prior written consent of the Company, which consent shall not be unreasonably withheld;
  - (ii) notwithstanding the above, the Company shall have the right to transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any of its Affiliates or to its parent company upon written notice to the Contractor. In the event that such transfer is by way of a novation, the Contractor shall execute any such novation agreement prepared by the Company and presented by to the Contractor so as to give effect to the provisions of this Clause;
  - (iii) any permitted assignee or transferee shall agree in writing to comply with all terms and conditions of the Contract; and
  - (iv) any assignment shall not exceed the existing scope of the Contract.
- 25.2 In particular, the Contractor may not subcontract the performance of any Services hereunder, without the prior written consent of the Company. In connection with such consent, the Company may require the execution by such subcontractor(s) of an agreement to be prepared by the Company. The Contractor shall remain fully responsible for any its obligations subcontracted, as permitted hereunder, and the Contractor shall be solely responsible for payment due to such subcontractors.
- 25.3 Approval of any subcontractor by the Company shall not constitute a superseding event or waiver of any right of the Company to reject work that is not in conformance with the standards set forth in the Contract, and does not constitute nor imply authorisation of expenses in excess of the Contract Price.

## **26 WAIVER**

- 26.1 No waiver of any breach of any covenant, condition, stipulation, obligation or provision contained or implied in the Contract shall operate or be interpreted as a waiver of another breach of the same or of any covenant, condition, stipulation, obligation or provision of the Contract.
- 26.2 Any time or other indulgence granted by the Company under the Contract shall be without prejudice to and shall not be taken as a waiver of any of the Company's rights under the

Contract nor shall it prejudice or in any way limit or affect any statutory rights or powers from time to time vested in or exercisable by the Company.

## **27 RELIANCE**

- 27.1 The Contractor accepts that the Company, inter alia, relies on the skill and judgment of the Contractor in the description and manufacturing quality of the Deliverables to be provided and on the judgment and skills of the Contractor for any and all of the Services to be performed.

## **28 INSOLVENCY**

- 28.1 The Company may at any time by notice in writing summarily determine the Contract or any unperformed balance or the Contract without compensation to the Contractor in any of the following events:

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

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

- 28.2 Any termination under Clause 28.1 above shall discharge the Parties from any liability for further performance of the Contract and the Company shall have the right to be repaid forthwith any sums previously paid under the Contract (whether paid by way of a deposit or otherwise) and to recover from the Contractor the amount of any loss or damage sustained or incurred by the Company as a consequence of such termination.

## **29 NOTICES**

- 29.1 Except as otherwise provided in the Contract, notices which are required to be given in or under the Contract shall be in writing (unless expressly stated otherwise). Notices may be sent by hand or by AR Registered post or certified mail, return receipt requested, postage prepaid and properly addressed to the offices of the Parties as specified below or to such other address as the Party may later specify.

*If to Company:*

National Healthcare Group  
Attention: Director, Group Purchasing Office  
3 Fusionopolis Link  
#03-08, Nexus@one-north  
Singapore 138543

With a copy to:  
Integrated Health Information Systems  
Attention: Group Director  
6 Serangoon North Avenue 5  
#01-01/ 02

Singapore 554910

*If to Contractor:*

<Contractor Name>  
Attention : < designation >  
<Contractor Address>

- 29.2 Every notice or communication so sent shall be deemed to have been properly served and validly made, if by hand when delivered to the recipient's address and if sent by AR Registered post, two (2) days after posting if posted to an address within Singapore and eight (8) days after posting, if posted to an address outside Singapore, notwithstanding the fact that the letter may be returned by the Post Office undelivered.

### **30 ENTIRE AGREEMENT**

- 30.1 The Parties expressly acknowledge that they have read the Contract and understood its provisions. The Parties agree that the Contract and all Schedules annexed to the same constitute the entire agreement between them with respect to the subject matter of the Contract and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the Parties prior to the Contract in respect of the matters dealt with in it. No promise, inducement, representation or agreement other than as expressly set forth in the Contract has been made to or by the Parties. There are no assumptions, dependencies, conditions or constraints which would affect the Contractor's performance or compliance with this Contract or otherwise negate any of the provisions in this Contract, unless such assumptions, dependencies, conditions or constraints are specifically contained in Schedule 6.

### **31 SEVERABILITY**

- 31.1 In the event that any term, condition or provision of the Contract or the application of any such term, condition or provision shall, to any extent, be held by a court of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from the Contract and shall be of no force and effect; whereas the remaining terms and provisions of the Contract shall remain in full force and effect as if such term, condition and provision had not originally been contained in the Contract, unless the severed provisions render the continuing performance of the Contract impossible, or materially change either Party's rights or obligations under the Contract; in which event, such Party may give written notice of its intent to terminate the Contract to the other Party.
- 31.2 Notwithstanding the aforesaid, in the event of such deletion, the Parties hereto shall negotiate in good faith in order to agree to terms of mutually acceptable and satisfactory alternative provisions in place of the provision(s) so deleted.

### **32 REASONABLENESS**

- 32.1 Both Parties agree that the clauses in the Contract are reasonable. In construing the clauses herein, the clauses shall not be construed *contra proferentum* against the Company.

### **33 LANGUAGE**

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

**34 SURVIVAL CLAUSE**

34.1 All clauses of the Contract (including the Schedules) so intended to survive after the termination or expiration of the Contract shall survive such termination or expiration.

**35 INDEPENDENT CONTRACTOR / NO PARTNERSHIP**

35.1 The Contracting Parties are independent contractors. Save as expressly provided in the Contract or by express agreement in writing between the Parties, nothing in the Contract shall be deemed to constitute a partnership between the Parties or constitute any Party the employee, agent, partner or legal representative of the other Party for any purpose or otherwise entitle either Party to have any right, power or authority to create any obligation or responsibility of any kind, express or implied on behalf of the other. Further, the Parties agree that neither Party has the right to bind or commit the other Party for any purpose in any way whatsoever or control any activity of the other Party outside the terms of the Contract.

**36 NO THIRD PARTY BENEFICIARIES**

36.1 Nothing contained in the Contract is intended to confer upon any person (other than the Parties hereto) any rights, benefits or remedies of any kind or character whatsoever or any right to enforce the terms of the Contract under the Contracts (Rights of Third Parties) Act 2001, and no person shall be deemed to be a third (3<sup>rd</sup>) party beneficiary under or by reason of the Contract.

**37 USE OF NAME**

37.1 Except as may be necessary for either Party to carry out its obligations under the Contract, neither Party shall under any circumstances whatsoever use the other Party's name, trade names, trade marks, service marks, logos, or other symbols or other source identifying devices, or combinations or variations thereof, or the name of any employee of either Party, in any public announcement, news release, advertising, or promotional literature, without first obtaining the written consent and approval of the other Party.

**38 GOVERNING LAW**

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

38.2 The Parties hereby agree to submit irrevocably to the non-exclusive jurisdiction of the Courts of the Republic of Singapore to settle any and all disputes in connection with the Contract.

38.3 The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 to the Contract is hereby expressly excluded.

**39 EXECUTION IN COUNTERPARTS**

39.1 The Contract may be executed in one (1) or more counterparts by the duly authorised representatives of the Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one (1) and the same agreement PROVIDED ALWAYS THAT the Contract shall be of no force and effect until the counterparts are exchanged.



**SCHEDULE 1**

**PRICING**

[to insert Annual Service Charge and Change Request Rate ]

**SCHEDULE 2**

**PROFESSIONAL SERVICES**

**1 DEFINITIONS**

1.1 In this Professional Services Schedule, unless the context otherwise requires, the following words and expressions shall have the meaning assigned hereunder:

Acceptance Criteria	means in relation to the Change Request the test criteria for the Change Request's compliance with the Requirement Specifications and Performance and Reliability Standards carried out in accordance with Clause 5 herein;
Acceptance Test Procedures	means in relation to the Change Request the procedures for testing the Change Request's compliance with the Requirement Specifications and Performance and Reliability Standards, developed in accordance with Clause 5 herein;
Annual Service Charge	means the fixed annual charges payable for the Integrated System Maintenance Services as specified in Schedule 1 (Pricing);
Certificate of Acceptance	means the certificate issued by the Company to the Contractor in accordance with Clause 5.3(ii) herein;
Client Executive	means the Contractor's employee who shall be the primary point of contact for the Contractor in respect of the day to day matters relating to the performance of Integrated System and the Integrated System Maintenance Services;
Data	means all data including Personal Data, directory structures, applications, access security, sharing permissions and/or other user rights;
Emergency Maintenance of System	means on-call remedial maintenance including replacement of unserviceable parts. All replacement parts will become part of the System;
Integrated System	means the System integrated with the Company's other equipment and/or systems;
Integrated System Maintenance Services	means the carrying out of any and all operations and procedures necessary to maintain the performance of the Integrated System in accordance with the standards set out in the Performance and Reliability Standards and shall include, without limitation :- (i) Standard Services (ii) Preventive Maintenance of System (iii) Emergency Maintenance of System;
ISO Document	means the International Organization for Standardization ("ISO") standards documentation for project management including ISO 10006 on "Quality Management Guideline to Quality in Project Management";
Operating Hours	means the normal operating hours of the Integrated System which will be 24 hours daily, including Sundays and public holidays;

Performance and Reliability Standards	means those standards of performance and reliability to be achieved by the Contractor in performing the services hereunder, as set out in the Requirement Specifications;
Preventive Maintenance of System	means maintenance which includes, but is not limited to: (i) lubrication; (ii) necessary adjustments and minor repairs; (iii) replacement of unserviceable parts (except consumables); and (iv) installation, testing and the implementation of System upgrades;
Preventive Maintenance Schedule	means the schedule showing the frequency that preventive maintenance should be carried out on the Integrated System, based upon the needs of the particular item of the Integrated System as determined by the Company and as specified in Annex 2 of this Schedule;
Service Level Standards	means those standards of performance to be achieved by the Contractor in performing the Services, as set out in the Requirement Specifications;
Services	means all services that the Contractor is required to provide to the Company under this Contract, including, but not limited to, Integrated System Maintenance Services and services pursuant to a Change Request;
Standard Services	means the services to be supplied by the Contractor to the Company as set out in Annex 1 of this Schedule;
Statement of Work	means a specific agreed statement of requirements, tasks and deliverable products and services;

1.2 Capitalised expressions used without definition in this Services Schedule shall have the meanings assigned to them in the General Terms and Conditions or any of the other Schedules to the General Terms and Conditions. Other technical expressions relating to computers systems, software and hardware shall have the meanings commonly attributed to them in the information technology and information services businesses.

1.3 All references herein to clauses, unless otherwise expressly stated, are references to clauses numbered in the Services Schedule and not to those in any other document forming part of the Contract. Where a clause number is quoted, then reference is being made to that clause bearing that clause number and to all the sub-clauses if any, under that same clause number (e.g. a reference to Clause 3 refers to Clause 3.1 to 3.2 inclusive of all their respective sub-clauses if any).

1.4 Where the provision number is stated without a description of any document then it refers to the provision so numbered in the document where the reference appears.

**PART 1 – SERVICES**

**2 SERVICES**

2.1 The Contractor shall act as consultant to the Company in relation to the Contract

2.2 The Contractor warrants that:

- (i) the Contractor's employees, agents or subcontractors assigned to perform the Services have the necessary skill, expertise and experience;
- (ii) the Services will be performed in a timely and professional manner and in accordance with a delivery schedule agreed upon by both parties;
- (iii) the Services will conform to the quality standards generally observed in the industry for similar services (including any standard prescribed in the relevant sections of the ISO Document) and will be provided with all reasonable skill and care;
- (iv) while the Contractor's employees, agents or subcontractors are on the premises of the Company, its Affiliates or the Company's other service providers, they will conform to such health regulations, confidentiality regulations, security regulations and other policies and procedures generally applicable to the Company's or the Affiliates' own employees;
- (v) the Contractor's employees, agents or subcontractors assigned to perform the Services will exercise at least reasonable care in the System's use, safety and storage and shall leave the Sites in a clean, tidy and safe condition;
- (vi) except where they are based on materials provided by the Company, the Deliverables to the Company will be original works of the Contractor's authorship and the use, possession or ownership of such deliverables (as the case may be) shall not render the Company liable for any claim of infringement or violation of any Intellectual Property Rights of any third party, such occurrence shall be dealt with in accordance with the provisions of the General Terms and Conditions;
- (vii) all deliverables supplied and provided by the Contractor under this Contract shall be in English; and
- (viii) on performance of the Services, the Integrated System will provide the facilities and functions set out in the Requirement Specifications and comply with the requirements of the Performance and Reliability Standards.

2.3 Save for the duties to be performed specifically by the Company as listed in the Statement of Work, the Company may, in connection with the Services and in its absolute discretion, provide the Contractor with such other assistance, information or resources including but not limited to seconding its staff to the Contractor in order to enable the Contractor to perform the Services. For the avoidance of doubt, such assistance, information or resources from the Company do not in any way relieve or lessen the obligations to be undertaken by the Contractor under this Contract.

## **PART 2 – CHANGE REQUESTS**

### **3 CHANGE REQUESTS**

- 3.1 The Contractor shall, upon the terms and conditions of this Contract, provide such other additional services as the Contractor may be required to provide under the Contract ("Change Request").
- 3.2 The cost of providing the services described in Part 2 of this Schedule shall be in accordance with the Change Request Rate specified in Schedule 1 (Pricing) and no additional payment shall be due to the Contractor for the provision of such services.

### **4 SUBMISSION OF CHANGE REQUESTS**

- 4.1 If the Company in the course of this Contract finds that there is a need to submit a Change Request or change any other aspect of the System, then:
  - (i) the Company shall submit a written change request to the Contractor which shall include the project/task identification, name and title of the officer requesting the change, the date of the request, a description of the proposed change and the reasons for the proposed change ("Change Request");
  - (ii) the Company shall categorise the Change Request as Priority 1 (urgent), Priority 2 (ordinary) or Priority 3 (post acceptance);

- (iii) the Contractor shall within 3 working days of receiving the Change Request advise the Company if the changes can be made and, subject to Clause 4.2 below, the impact on the Contract Price, System, and other relevant obligations under this Contract; alternatively, the Contractor shall within 3 working days of receiving the Change Request advise the Company that a study into the impact of the change proposed is required ("Impact Study"), accompanied by a statement detailing the estimated time, resources required by and costs of the Impact Study; and
  - (iv) within fourteen (14) days of receiving the Contractor's response to a Change Request or the results of the Contractor's Impact Study, as the case may be, the Company shall make known its decision whether or not to proceed with the changes.
- 4.2 There shall not be any increase in the Contract Price if the Change Request does not result in any major changes to the detailed design of the System.
- 4.3 Pending written agreement to implement the changes, the parties shall proceed only in accordance with the then current terms and conditions of this Contract.
- 4.4 Any Change Request or change in any other aspect in the development of the System must be endorsed and agreed to in writing by the Company Project Manager.
- 4.5 Where the Contractor requires the Company's input or the Company to perform its obligations in order that the Contractor may perform its obligations, the Contractor shall:
- (i) advise the Company as to the input which the Contractor requires or the obligation which the Contractor requires the Company to fulfil; and
  - (ii) indicate to the Company when the Contractor expects the Company to so respond to the Contractor's request, provided always that the Contractor allows the Company a reasonable period during which to respond to the Contractor's request.

Provided that the above have been complied with, if there is a delay beyond a reasonable period for reasons solely attributable to the Company, the Company Project Manager shall upon the application by the Contractor, grant reasonable extensions of time and the Timescales and payment schedule shall be amended or adjusted accordingly.

## **5 ACCEPTANCE AND COMMISSIONING**

- 5.1 Interim acceptance and review of the Deliverables shall be carried out by the parties throughout the implementation process of the Change Request in the following manner to ensure that Change Request has been implemented and that the Deliverables perform in accordance with the Requirement Specifications:
- (i) within thirty (30) days after each delivery, the parties shall test and review the Deliverables in conjunction with the System and the Contractor shall provide the Company with the test results in writing;
  - (ii) the Company shall provide a written statement identifying in reasonable detail all defects in the Deliverables;
  - (iii) the Contractor shall correct all defects reported under Clause 5.1(ii) above within fourteen (14) days thereof, failing which the Company shall be entitled to withhold payment for the Change Request until such defects are corrected.
- 5.2 The Contractor and the Company shall work diligently to achieve early acceptance of the Deliverables.
- 5.3 The parties shall comply with the following:
- (i) upon written notice by the Contractor that the Change Request is completed and the Deliverables are ready for final acceptance tests, the Company shall indicate

the date to commence the final acceptance tests which shall be within fourteen (14) days of the written notice. The final acceptance tests of the Deliverables shall be conducted at the relevant Site in its production environment and shall include user acceptance tests, stress and performance tests and other tests specified by the Company to determine if the Deliverables meet the Acceptance Criteria. The Contractor shall attend at the final acceptance tests and shall provide the Company with the tools, the testing equipment and all necessary facilities and assistance in conducting the final acceptance tests;

- (ii) after the successful completion of the final acceptance tests of the Deliverables and if the Acceptance Criteria have been met, the Company shall issue the Certificate of Acceptance to the Contractor accepting the Deliverables;
- (iii) the Acceptance Criteria shall include: (a) delivery of two (2) copies of any printed documents, magnetic and other storage media containing the Change Request Documentation to the Company in the manner and format as prescribed by the Company; and (b) written acceptance of the Change Request Documentation by the Company;
- (iv) without prejudice to the foregoing, if the Company does not issue the Certificate of Acceptance within thirty (30) days of completion of the final acceptance tests for the Deliverables and fails to provide written statements identifying in reasonable detail any nonconformity with the Acceptance Criteria or any deviation from the Requirement Specifications or Performance and Reliability Standards, then the Deliverables shall be deemed to have been accepted by the Company; and
- (v) in the event the Deliverables or any component of the Deliverables are not accepted in accordance with the foregoing, repeat tests shall be carried out within a reasonable time thereafter but in any event no later than fourteen (14) days after the previous test. The Contractor shall not be entitled to additional charges for work done in relation to such repeat tests. If two (2) subsequent tests demonstrate that the Deliverables are not in accordance with the Acceptance Criteria, the Company may by written notice to the Contractor elect to:
  - (a) require the Contractor to promptly supply, without extra charge, such additional or replacement Deliverables or components thereof or Services as may be necessary to enable the Deliverables to meet the Acceptance Criteria;
  - (b) accept and retain such part of the Deliverables as the Company may consider expedient at such reduced price as may be agreed between the Company and the Contractor; or
  - (c) reject the Deliverables whereupon (i) the Contractor shall be liable to the Company for the costs of any replacement Deliverables with the same or comparable functionalities which the Company may acquire (ii) the Contractor shall be liable to the Company for any incidental administrative cost and any other damages arising from delays occasioned by the replacement.

5.4 Upon the issue of the Certificate of Acceptance, the Contractor shall for a period of at least **three (3) months** (“Commissioning Period”) monitor and ensure that the Deliverables perform in accordance with the Requirement Specifications and Performance and Reliability Standards in its production environment with “live” data. Successful commissioning is deemed to occur if the Deliverables perform in accordance with the Requirement Specifications and Performance and Reliability Standards for **30 consecutive days** (“Successful Commissioning”). The Commissioning Period shall be no less than **3 months** notwithstanding Successful Commissioning within the said period. In the event that the Deliverables fail to perform in accordance with the Requirement Specifications and Performance and Reliability Standards during the **third (3<sup>rd</sup>) month** of the Commissioning Period, the Commissioning Period shall be automatically extended until Successful Commissioning is achieved, whereupon the Commissioning Period shall expire, provided the Commissioning Period shall not exceed a total of **12 months** from the date of issue of the Certificate of Acceptance. The date of expiry of the Commissioning Period shall be known herein as the “Commissioning Date”. If any payment to the Contractor is associated with the Commissioning Date, the date of payment shall be adjusted in accordingly.

5.5 If Successful Commissioning is not achieved within **12 months** from the date of issue of the Certificate of Acceptance, the Company may, without prejudice to any other rights that it may have against the Contractor, by written notice elect to:-

- (i) require the Contractor to promptly supply, without charge, such additional or replacement Deliverables or components thereof or Services as may be necessary to enable the Deliverables to meet the Requirement Specifications and Performance and Reliability Standards; or
- (ii) accept and retain such part of the Deliverables as the Company may consider expedient at such reduced price as may be agreed between the Company and the Contractor; or
- (iii) reject the Deliverables whereupon (i) the Contractor shall be liable to the Company for the costs of any replacement Deliverables with the same or comparable functionalities which the Company may acquire (ii) the Contractor shall be liable to the Company for any incidental administrative cost and any other damages arising from delays occasioned by the replacement; or
- (iv) notwithstanding Clause 20 of the General Terms and Conditions or Clause 14 herein, terminate the Change Request forthwith upon written notice, whereupon all monies paid by the Company to the Contractor under the Change Request shall be refunded without interest to the Company.

## **6 DOCUMENTATION**

6.1 The Contractor shall, at no additional charge, supply and deliver to the Company the quantity of copies of Change Request Documentation (including end user training materials and any other documentation stipulated in the Requirement Specifications) in the manner and format stipulated by the Company, or if not so stipulated, two hard copies and two soft copies of the Change Request Documentation (including end user training materials) needed for the operation and maintenance of the Deliverables of the Change Request. All subsequent updates of each set of the aforesaid documents, whether as a result of changes to the Deliverables or otherwise, shall be supplied at no charge to the Company as soon as they are available and in any case before the Contract expires.

## **7 TRAINING**

7.1 The Contractor undertakes to provide suitable and adequate formal training in the use of the Deliverables of the Change Request for staff nominated by the Company.

## **PART 3 – MAINTENANCE AND SUPPORT**

### **8 DURATION**

8.1 The Company shall to engage the Contractor to provide the Integrated System Maintenance Services commencing from the Effective Date and shall continue for an initial term of [ ] years on the terms of this Contract, with an option to renew for subsequent terms of [ ] year at a time until:

- (i) the System is decommissioned;
- (ii) the Company gives the Contractor 60 days' written notice to terminate the provision of services (without the need to assign any reason); or
- (iii) such time as this Schedule is terminated under the provisions herein;

whichever is earliest.

8.2 Without prejudice to the parties' respective rights and obligations under the Contract, in the event that the services hereunder are terminated in accordance with Clause 8 herein, the Company's obligation to pay Annual Service Charge shall cease forthwith and the Contractor shall refund and repay to the Company any unused Annual Service Charge or advance payment received from the Company.

## **9 CHARGES FOR MAINTENANCE AND SUPPORT**

- 9.1 In consideration of the due performance of Integrated System Maintenance Services by the Contractor, the Company shall commence payment of the Annual Service Charge to the Contractor in accordance with the charges as specified in Schedule 1 (Pricing). The Annual Service Charge may not be increased during the term of this Contract.
- 9.2 The Contractor shall invoice the Company the Annual Service Charges on a quarterly basis in arrears and the Company shall pay the undisputed amounts due within thirty (30) days of receipt of each invoice.

## **10 CONTRACTOR'S RESPONSIBILITIES AND SERVICE LEVELS**

- 10.1 The Contractor shall maintain a log of all its activities pursuant to this Schedule. The log will track the following events listed below, which list of events shall not be deemed to exhaustive:
- (i) date and time the Contractor is notified of any defect for malfunction;
  - (ii) date and time when Contractor commenced rectification of the malfunction or error;
  - (iii) item or part of the Integrated System subject to investigation;
  - (iv) total time the Integrated System or part thereof is made unavailable to the Company;
  - (v) description of defect(s), including cause(s);
  - (vi) corrective action taken, including temporary corrections, and workarounds;
  - (vii) preventive action to be taken; and
  - (viii) tests performed and results.
- 10.2 Following every visit to any Site by the Contractor's personnel, the Contractor shall at its own expense within a reasonable period of time, clear away and remove from the Site all surplus materials, rubbish and work of every kind and leave the whole of the Site clean and in workmanlike condition.
- 10.3 The Contractor shall continue with its efforts to correct or rectify any defect or malfunction in the Integrated System reported to it until such time as the defect or malfunction is corrected or restored such as to enable the Integrated System to operate in the manner contemplated in the Requirement Specifications and Performance and Reliability Standards, unless the Contractor is able to satisfy the Company that the defect or malfunction is due to a factor for which the Company is responsible.
- 10.4 Any software, hardware or equipment of any kind used by the Contractor to carry out its obligations shall be deemed to be included in the charges payable for Integrated System Maintenance Services.
- 10.5 If at any time on or after the Commissioning Date the Integrated System does not perform at or above the Service Levels Standards, the Contractor shall compensate the Company in the manner and quantum stipulated in the Requirement Specifications. The Company's levy of or receipt of such compensation shall be without prejudice to and shall be in addition to any right or remedy that the Company may have against the Contractor whether under this Contract or otherwise.

## **11 MANAGEMENT AND PERSONNEL**

- 11.1 The Contractor shall appoint a Client Executive who shall be responsible for the co-ordination of all matters relating to the Integrated System Maintenance Services. All communications, documentation and materials relating to the provision of Integrated System Maintenance Services shall be sent as appropriate by the Company to the Client Executive or the Client Executive to the Company. The Client Executive shall not be replaced without the prior written approval of the Company (such approval not to be



unreasonably withheld) and any replacement shall have undergone, prior to assuming his or her duties in connection with the Integrated System Maintenance Services, a suitable period of familiarisation with the Integrated System Maintenance Services with his predecessor so far as reasonably practicable. The Company reserves the right to request, on reasonable grounds, the replacement of any person involved in the Integrated System Maintenance Services and the Contractor shall so accede to such request.

## **12 WARRANTY AND DEFAULT**

12.1 In relation to the provision of Integrated System Maintenance Services, the Contractor represents and warrants as follows:

- (i) that all its personnel and those of its subcontractors or agents are suitably qualified and competent to perform the Integrated System Maintenance Services;
- (ii) that it shall carry out its obligations in conformity with any standards as stipulated in the Requirement Specifications, and where the Requirement Specifications do not specify any particular standard, in conformity with the general accepted standards of skill, care and diligence appropriate to the nature of the services rendered;
- (iii) that the Contractor observe and comply with, and to procure that its employees, agents and subcontractors observe and comply with, all statutory and other relevant rules and regulations relating to health, safety and security, applicable at the premises of the Company and the Institutions;
- (iv) at the date of commencement of this Schedule the Contractor has obtained and will maintain for the duration of this Schedule all permits, licenses and consents necessary for the Contractor to perform the Integrated System Maintenance Services;
- (v) all parts and fittings used in the repair and maintenance of the System shall be original parts and fittings and shall be of new manufacture;
- (vi) that any equipment or material provided by the Contractor whether before or during the provision of the Integrated System Maintenance Services, including debugging software, firmware or hardware, shall not interfere with the normal operation of the Integrated System during its Operating Hours; and
- (vii) that in the event it fails to conform to the terms of this Schedule and in particular the warranties given under this Clause, it shall, without request, take immediate action to remedy the same without any cost to the Company.

12.2 Where the Contractor fails or refuses to carry out its obligations under this Schedule and, in particular, the warranties set out above, the Company may itself employ and pay another party to undertake the performance thereof and may charge the Contractor for any expense, cost, damage or loss which the Company sustained on account of the Contractor's default. The Contractor shall not be relieved of its obligations herein by the failure of the Company to make any inspection or discover any defective work or any aspect of the Contractor's default.

## **PART 4 – GENERAL**

### **13 INTELLECTUAL PROPERTY RIGHTS**

13.1 Any modification or enhancement of the System and any testing, diagnostic, debugging or monitoring software, scripts or functionalities once incorporated into the System shall be deemed to be part of the System for all purposes under this Schedule and under other documents forming the Contract.

13.2 Any cessation of the provision of Integrated System Maintenance Services (for whatsoever reason) shall not terminate or affect the right of the Licensees to continue their use of the then current version of the software in whatever manner permitted immediately prior to cessation of the provision of Integrated System Maintenance Services.

- 13.3 As between the Company and the Contractor, the Contractor is and shall remain the sole owner of all right, title, and interest in and to the aforementioned software save that all of the foregoing shall be licensed to the Licensees on the same terms and conditions contained in the Contract.

#### **14 TERMINATION**

- 14.1 Without prejudice to the Company's right to terminate this Schedule, as provided elsewhere in this Contract, the Company may forthwith on giving notice in writing to the Contractor terminate the provision of Integrated System Maintenance Services if the Integrated System or any substantial part thereof is lost, deleted, incapacitated or damaged beyond economic repair.
- 14.2 On the termination of this Schedule, any monies or fees paid in advance by the Company for any service to be provided pursuant to this Schedule shall, without affecting any remedy which the Company may have for any breach of terms herein, be pro-rated and refunded to the Company.
- 14.3 Any termination of this Schedule, however occasioned, shall not affect the accrued rights or liabilities of either party nor shall any remedy which any party have against the other for breach of the terms herein be affected. Further, each party shall at its own expense immediately return to the other or, as the other may instruct, dispose of, all copies of all documents, papers, specifications and other materials belonging to the other party being in the first party's possession or under its control, including any such materials which incorporate Personal Data, and not intended under the terms of this Contract to remain in the possession or under the control of the first party, and shall certify in writing to the other party that the same has been done.

#### **15 ANNEXES**

- 15.1 This Schedule is supplemented by the following Annexes which shall be incorporated into and be deemed part of this Schedule subject to the necessary amendments to give effect to the parties' intention as expressed herein:
- Annex 1 – Standard Services and Additional Services
  - Annex 2 – Preventive Maintenance Schedule
- 15.2 In the event of conflict between the contents of the Annexes and this Schedule, the provisions of this Schedule shall prevail.

### ANNEX 1 TO SCHEDULE 3

#### STANDARD SERVICES AND ADDITIONAL SERVICES

For the purposes of this Annex 1,

1. In respect of the Hardware, "Standard Services" shall mean the obligations of the Contractor as stated below:
  - (i) investigation and correction of defects in the Hardware as reported by the Company including temporary corrections and workarounds of the defects;
  - (ii) rendering advice on the performance tuning and security configuration of all items of the Hardware;
  - (iii) Preventive Maintenance of System at the frequency specified in Annex 2 based upon the needs of the particular item(s) of Hardware as determined by the Company and to the extent possible outside normal business hours and which shall comprise, amongst other things, the carrying out of any and all operations and procedures necessary to maintain the performance of the Hardware in accordance with the standards set out in the Performance and Reliability Standards.
  - (iv) informing the Company of all future updates and upgrades of the Hardware or components thereof (including components which are third party commercial off-the-shelf hardware products) within 1 week of their release for general distribution and, when so requested by the Company, supplying and installing the relevant updates and upgrades within 4 weeks of receipt of the Company's request, but should the Company decide not to update or upgrade any Hardware, the Contractor shall continue to provide maintenance and support for the Hardware or components thereof;
  - (v) assisting in the transfer of knowledge to the Company Level 1 Service Desk as may be required from time to time;
  - (vi) providing statistical reports;
  - (vii) maintaining computer software which had been shipped with, bundled or included with the Hardware including but not limited to computer operating systems and utilities. In respect of such computer software, maintenance shall mean:
    - (a) investigation or location and rectification of faults;
    - (b) applying any patches or fixes provided by the vendor of the computer software; and
    - (c) such other maintenance services as may be described in the Requirement Specifications.
2. In respect of the Software, "Standard Services" shall mean the obligations of the Contractor as stated below:
  - (i) investigation and correction of defects in the Integrated System as reported by the Company including temporary corrections and workarounds of the defects until such time as standard corrections and/or updates of the Integrated System are available;
  - (ii) installation, testing and the implementation of standard corrections, updates, releases and upgrades and updating of related documentation and materials;
  - (iii) rendering advice on the performance tuning and security configuration of all items of the Software;
  - (iv) preventive maintenance of Software not less frequently than once every month and to the extent possible outside normal business hours and which shall comprise, amongst other things, the carrying out of any and all operations and procedures necessary to maintain the performance of the Software in accordance with the standards set out in the Performance and Reliability Standards.
  - (v) recovering lost Data, restoration and repair of damaged Data and the correction of erroneous Data to the extent possible;

- (vi) rendering advice and guidance to the Company in the use of the Integrated System;
  - (vii) at the request of the Company to provide training for the personnel of the Company in the use of the Integrated System;
  - (viii) informing the Company of all future updates and upgrades of the Software or components thereof (including components which are third party commercial off-the-shelf software products) within 1 week of their release for general distribution and, when so requested by the Company, supplying and installing the relevant updates and upgrades within 4 weeks of receipt of the Company's request, but should the Company decide not to update or upgrade any Software, the Contractor shall continue to provide maintenance and support for the Software or components thereof up to 2 versions prior to the latest version of the Software which has been released for general distribution; and
  - (ix) assisting in the transfer of knowledge to the Company Level 1 Service Desk as may be required from time to time.
3. In the provision of the Standard Services, the Contractor shall ensure that the performance standards more particularly described in the Requirement Specifications are complied with and shall, if requested by the Company, provide its personnel with appropriate equipment which the Company may require to ensure that the standards are always complied with.
  4. The Contractor shall establish and maintain during the pendency of the Schedule, a toll-free telephone number and an electronic communications connection ("Contractor Help Desk") for use by the Company. Any temporary or permanent change to such Contractor Help Desk details shall be notified to the Company immediately. The Contractor Help Desk shall function and be accessible to the Company at all times and be adequately manned by trained engineers who are familiar with the System.
  5. Forthwith upon such remedies being completed the Contractor shall deliver to the Company the corrected version of the object code of the Software in machine-readable form for loading on to the System together with appropriate amendments to the documentation, if any, specifying the nature of the correction and providing instructions for the proper use of the corrected version of the Software on the System.

**ANNEX 2 TO SCHEDULE 3**  
**PREVENTIVE MAINTENANCE SCHEDULE**

Item No.	Description (Software / Hardware)	Frequency of Preventive Maintenance (No. of visits Per Annum)

**SCHEDULE 3**  
**SERVICE LEVEL STANDARDS**

[to be inserted]

**SCHEDULE 4**  
**SCOPE OF WORK**

[to be inserted]

## **SCHEDULE 5**

### **PDPA STANDARDS**

#### **1 COLLECTION**

- 1.1 To the extent that the Contractor collects Personal Data from third parties or individuals pursuant to its obligations under the Contract, the Contractor undertakes and warrants that it shall, as far as practicable, ensure that appropriate consents in accordance with all applicable laws, including without limitation the PDPA, have been obtained from the individuals and/or the third parties, and that proof of such consents may be produced by the Contractor upon reasonable request by the Company.

#### **2 USE**

- 2.1 The Contractor shall use any Personal Data held in connection with this Contract only for the purposes of fulfilling its obligations under the Contract.
- 2.2 To the extent that the Contractor's employees, representatives, agents and/or sub-contractors are required to access Personal Data for the purpose of fulfilling the Contractor's obligations under the Contract, the Contractor shall ensure that such access shall only be limited to those who strictly need to have Personal Data in order to perform their necessary functions and that appropriate security measures are in place in accordance with Clause 5 below.

#### **3 DISCLOSURE**

- 3.1 Except in response to a valid court order, to the extent legally required in response to a request from a law enforcement agency or in order to comply with applicable laws or strictly for the purposes of executing its obligations under this Contract, the Contractor shall not, without the written authority of the Company and in any such cases only to the minimum extent required, disclose to any third party any Personal Data which has been obtained by it in accordance with the terms and conditions of this Contract. The Contractor shall immediately notify the Company when it becomes aware that a disclosure of Personal Data may be required in order to comply with applicable law.

#### **4 TRANSFER OF PERSONAL DATA OUTSIDE SINGAPORE**

- 4.1 To the extent that the Contractor transfers Personal Data out of Singapore in accordance with the terms and conditions of this Contract, such transfer shall not be effected without prior written approval of the Company and subject to any further terms and conditions which the Company may choose to impose upon the Contractor at the Company's sole discretion.

#### **5 SECURITY**

- 5.1 The Contractor shall be fully responsible for any unauthorised collection, use and disclosure of Personal Data. Without limiting the foregoing, the Contractor shall employ administrative, physical and technical safeguards (including safeguards against worms, Trojan horses, and other disabling or damaging codes) to ensure that Personal Data is afforded protection in accordance with the PDPA.
- 5.2 The Contractor shall immediately notify the Company of any breaches of security that may result in the unauthorised collection, access, use or disclosure of Personal Data. The Contractor shall make all reasonable efforts to assist the Company in relation to the investigation and remedy of such breach of security and any claim, allegation, action, proceeding or litigation with respect to this unauthorised access, use or disclosure of Personal Data.



**6 EMPLOYEE AWARENESS OF DATA PROTECTION REQUIREMENTS**

- 6.1 The Company acknowledges that the Contractor's personnel (namely its employees, representatives, agents and/or sub-contractors) may be directly engaged in the performance of the Contractor's obligations under this Contract and may therefore from time to time for the duration of this Contract become aware of or have access to the Company's Personal Data. The Contractor shall procure that all its employees, representatives, agents and/or sub-contractors comply with the PDPA and prevent any collections, uses or disclosures of information and/or Personal Data that may cause the Company, directly or indirectly, to violate its obligations under the PDPA.
- 6.2 The Contractor shall ensure that any employee, agent and/or sub-contractor of the Contractor requiring access to the Personal Data or in possession of Personal Data in connection with the fulfilment of their obligations under this Contract shall sign an undertaking in writing (the form of which shall be determined by the Company at its sole discretion) not to access, use, disclose or retain Personal Data except in connection with the performance of their duties under Contract.

**7 REASONABLE REQUESTS, DIRECTIONS AND GUIDELINES**

- 7.1 The Contractor shall, in respect of any Personal Data collected, used, disclosed, accessed and/or processed by it in connection with this Contract, comply with any reasonable requests, directions or guidelines which the Company may provide the Contractor from time to time arising in connection with the handling of Personal Data.

**SCHEDULE 6**  
**ASSUMPTIONS**

[ to be inserted by the Contractor, if applicable ]