

PART 1: INSTRUCTIONS TO SUPPLIERS

1. Definitions

- 1.1 All terms referred to in this Annex A shall have the meanings ascribed to them in Clause 1.1 of the Quotation Conditions of Contract (Annex E), unless otherwise defined herein or where the context otherwise requires.

2. Evaluation

- 2.1 If necessary, the Authority may appoint an evaluation team to ascertain each supplier's ability to meet the evaluation criteria. This may entail the following:
- (a) Interviewing the potential Instructor or Instructors;
 - (b) Requesting feedback from other schools or organisations that have previously engaged the potential Instructor or Instructors; and
 - (c) Requesting a lesson observation with any potential Instructor or Instructors.

3. Submission of Quotation Offers

- 3.1 Interested suppliers must submit at least one Quotation offer which fully complies with this Invitation to Quote, including all the form(s) prescribed herein. Subject to compliance with the foregoing, suppliers may submit alternative Quotation Offer(s) which include qualifications or variations to any provisions of this Invitation to Quote or which do not fully comply with the Requirement Specifications.
- 3.2 All proposals, including base and alternative Quotation Offer, shall be submitted electronically via GeBIZ. To submit alternative offer(s) via GeBIZ, Suppliers can click on the "Add Alternative Offer" button in GeBIZ and key in their price.
- 3.3 Suppliers are required to submit the following data or documents together with their Quotation Offer for evaluation. Failure to do so may render the Quotation Offer incomplete and liable for disqualification.
- (a) The following personal particulars of **all** proposed Instructors:
 - i. Full name; and
 - ii. NRIC number or FIN.
 - iii. Photocopy of Employment Pass for Instructors who are foreigners

- iv. Contact number
- v. Email Address
- vi. Nationality
- vii. Gender
- viii. Date of Birth
- ix. Residential Address in Singapore

(b) The following supplier's details:

- i. Name of supplier
- ii. Business Name
- iii. Type of Business Entity: sole proprietorship / partnership / company
- iv. Business Registration Number / Unique Entity Number (UEN)
- v. Registered Business Address
- vi. Business Contact Number
- vii. Business Email Address
- viii. Business Fax Number

(c) Training plans: the supplier shall provide a training plan as a reference.

(d) Price proposals (Annex B): Suppliers shall submit a duly completed price proposal in the form found in Annex B, and equivalent price information on GeBIZ (e.g. separate line items on GeBIZ, etc).

(e) Qualifications and Experience: Suppliers shall submit any other relevant documents to substantiate their Instructor or Instructors' qualifications and experience.

(f) Instructor Deployment List (Annex F): Suppliers who are not also the sole Instructor shall submit a duly completed copy of Annex F, where there is a need for Instructors to be registered with MOE.

4. The Authority reserves the right to award the Contract in whole or in part to one or more suppliers, unless a supplier stipulates that its Quotation Offer is to be treated as indivisible.
5. The Authority is under no obligation to accept the lowest priced, or any, Quotation Offer.

PART 2: REQUIREMENT SPECIFICATIONS

(Supply of Conductor for Chinese Orchestra (Mixed Ensemble) CCA Training Programme CCA Training Programme in Temasek Secondary School)

1. We are pleased to invite you to submit a proposal for the supply and delivery of the following, on the terms and conditions set out in the Contract:

Section A: Contact Details	
Contact Information 1:	Tay Yu Xin Subject Head/ICT 64495020 tay_yu_xin@moe.edu.sg
Contact Information 2:	Niu Jingquan Teacher 64495020 niu_jingquan@moe.edu.sg
Section B: Specifications for the programme	
Name of Activity	Chinese Orchestra (Mixed Ensemble) CCA Training Programme CCA Training Programme (the "Programme")
Objectives of Programme	<p>The CCA training programme must achieve the following objectives for students from beginner to advanced levels:</p> <ol style="list-style-type: none">1. To acquire authentic experiences in the arts, through diverse artistic platforms (e.g. public performances, shows, exhibitions, competitions).2. To learn, understand and apply musical skills, common practices, rules and discipline related to Chinese Orchestra.3. To acquire good performance etiquette, cultural understanding and empathy, as well as values of excellence and teamwork through CCA Activities.
Outcome of Programme	<ol style="list-style-type: none">1. Students should be able to demonstrate good knowledge of artistic leadership common practices, values and etiquette related to the aesthetic group.2. Students should be able to demonstrate artistic competency in performing with Chinese Orchestral Instruments at both recreational and/or competitive level, given the artistic guidance provided by the instructor in the training sessions.3. Students should be able to demonstrate good understanding and appreciation of other artistic disciplines and cultural contexts associated with Chinese Orchestra.

Scope of Services to be provided	<p>1. To design and plan a developmentally appropriate student development/training programme in consultation with the teacher-in-charge.</p> <p>2. To provide training for the learning and development of performing with Chinese Orchestral Instruments and repertoire building for concerts and public performances.</p> <p>3. To help Chinese Orchestra members build confidence for performing publicly on occasions like national competitions and school concerts or events.</p> <p>4. To imbibe good values for life and appreciation of the Chinese culture, seizing on teachable moments.</p> <p>5. Conductor will oversee training, managing, and conducting of all performances.</p>
Initial Contract Period	<p>Start Date: 1 Jul 2022 or date of issuance of Letter of Acceptance, whichever is later</p> <p>End Date: 30 April 2023</p>
Estimated No. of Sessions	<p><u>Conductor</u></p> <p>1 Jul 2022 to 30 April 2023 (Base Period 1): 39 sessions</p>
Duration (Estimated no. of hours per session)	Please refer to rows on the <i>Training Date</i> and respective <i>Training Time</i>
FOR HOURLY-RATED PAYMENT ONLY Estimated Training Hours	<p><u>Conductor</u></p> <p>1. Number of Estimated Training Hours for Base Period 1: 117</p> <p>a. No. of hours for CCA training sessions: 117</p> <p>b. No. of hours for key milestones events (i.e. planned/scheduled training camps, competitions, rehearsals and performances):</p>
Training Date	<p>Excluding public holidays, school holidays and CCA stand down period for exams. Any changes to the training dates shall be made in accordance with Section C of these Requirement Specifications, or as otherwise agreed between the Authority and the Contractor.</p> <p>The Authority may request for additional training session(s) for key milestone events. All such requests shall be made in</p>

	<p>accordance with paragraph 1 of Section C below.</p> <p>Excluding public holidays, school holidays and CCA stand down period for exams. Any changes to the training dates shall be made in accordance with Section C of these Requirement Specifications, or as otherwise agreed between the Authority and the Contractor.</p> <p>The Authority may request for additional training session(s) for key milestone events. All such request shall be made in accordance with paragraph 1 of Section C below.</p>
Training Time	<p>2022 (Tuesdays and Fridays)</p> <p>Tuesday: 2.30-5.30 pm (Conductor) Friday: 2.30-5.30 pm (Conductor)</p> <p>2023 (Tuesdays and Thursdays)</p> <p>Tuesday: 2.30-5.30 pm (Conductor) Thursday: 2.30-5.30 pm (Conductor)</p>
Target Group	<p>Sec 3 (July to Dec 2022)</p> <p>Sec 4 students (Jan to Apr 2023)</p>
Total no. of Students	<p>Est 7 students</p> <p>The class size is estimated, and the Contractor shall accept an increase of class size up to 10 students.</p>
No. of Instructors required	1 Instructor in total
Venue of Activity	Temasek Secondary School, 600 Upper East Coast Road S(465561)
Ownership of Foreground IP	The Authority owns Foreground Intellectual Property.
Payment	<p>The paragraphs in this Section set out the basis, and the terms and conditions, on which the Authority will pay the Contractor.</p> <p>For Hourly Rate:</p> <p>1. The Contractor shall be paid at an hourly rate. The hourly rate shall be the rate proposed by the Contractor in his Quotation Offer and accepted by the Authority (“Hourly</p>

Rate”). Payment of the Hourly Rate is subject to paragraph 2 of this Section.

2. The Contractor shall be paid the Hourly Rate in accordance with and subject to the following conditions:

(a) the Contractor shall be paid the Hourly Rate in respect of the amount of hours worked, with such payment to be made at the end of every month;

(b) in addition to the Hourly Rate stated in sub-paragraph (a), the Contractor shall also be entitled to the following sums:

i. where, at the end of:

(A) each Base Period as specified in Section B above

the total Utilised Training Hours are less than 80% of the Estimated Training Hours for such Base Period, the Contractor shall be paid the equivalent of the Hourly Rate for 80% of the Estimated Training Hours less any amounts that have been paid to the Contractor by the Authority during such Base Period;

provided always the obligation to make the payments in this sub-paragraph (b) does not arise if the Contract is terminated for breach prior to the expiry of the Contract Period, wherein the Contractor shall be in paid in accordance with sub-paragraph (c); and

(c) In the event the Contract is terminated for breach prior to the expiry of the Contract Period, the Contractor shall be paid for the relevant Base Period in operation as of the date of termination solely based on the actual number of hours of Services provided from the start of such Base Period to the date of termination. For the avoidance of doubt, the Contractor shall continue to be paid in accordance with sub-paragraph (b) for any completed Base Period(s).

For the avoidance of doubt, where the total Utilised Training Hours are more than 80% of the Estimated Training Hours for such Base Period, the Contractor shall be paid the equivalent

	of the Hourly Rate for the actual number of hours of Services provided by the Contractor.
Section C: Change in Sessions or Cancellation of Session	
Additional Sessions	<ol style="list-style-type: none"> 1. The Contractor shall, subject to the availability of the Instructor(s), conduct additional sessions where the Authority provides at least 4 working days' notice to the Contractor of such requirement.
Change in or Cancellation of Sessions	<ol style="list-style-type: none"> 2. The Contractor shall not cancel a scheduled session for the provision of Services without the Authority's approval, which shall not be unreasonably withheld. 3. In the event the Contractor cancels a scheduled session without the Authority's approval pursuant to paragraph 2, the Authority may issue a letter of warning to the Contractor. Cancellation of sessions without the Authority's approval shall constitute grounds for termination of the Contract in accordance with Clause 10.1(h) of the Quotation Conditions of Contract. 4. In the event of any MOE or schoolwide suspension of in-person CCA or school activities, the Contractor shall provide the Services via alternative acceptable to the Authority such as via digital or electronic modes, upon the Authority's request, in a manner that provides meaningful engagement to achieve relevant learning outcomes for students. Any sessions fulfilled in alternative modes accepted by the Authority shall be deemed to be Services provided by the Contractor. For the avoidance of doubt: <ol style="list-style-type: none"> a. Where the Contractor is paid an Hourly Rate, the Contractor will continue to be paid in accordance with paragraph 2 of Section B (Payment) of these Requirement Specifications. <p><u>Below paragraphs are applicable for Hourly Rate only</u></p> <ol style="list-style-type: none"> 5. The Authority is entitled to change the date, time, or venue of a scheduled activity by giving at least 4 working days' notice to the Contractor. 6. A session is considered utilised if Authority cancels or reduces the duration of a scheduled session with less than 4 working days' notice. The Authority will pay for

	<p>the session as if it had been conducted in full. For the avoidance of doubt, any make-up session(s) requested by the Authority as a result of such late cancellation shall be separately paid for by the Authority.</p> <p>7. In no event shall the Authority be liable to pay the Contractor for sessions cancelled by the Contractor. For the avoidance of doubt, any sessions cancelled by the Contractor will be considered part of the Utilised Training Hours as defined in the Quotation Conditions of Contract.</p> <p>8. In the event of any public announcements by MOE to suspend in-person CCA or school activities, any sessions scheduled within 7 working days after the date of the announcement will be deemed to be automatically cancelled by the Authority. Such sessions will be considered utilised and the Authority will pay for the sessions as if they had been conducted. For the avoidance of doubt, any sessions scheduled on the date of the announcement will be considered utilised and the Authority will pay for the sessions as if they had been conducted.</p>
Section D: Specifications for Instructors	
Registration with MOE	<p>All Instructors supplied by the Contractor shall be registered with the Ministry of Education.</p> <p>The Contractor shall use the Instructors specified in Annex F (Instructor Deployment List) and shall ensure that Instructors deployed remain registered with the Ministry of Education throughout the Contract Period.</p>
Qualifications	<ul style="list-style-type: none"> Others: <p>For Conductor: Diploma/Degree in Music is preferred.</p>
Experience	All Instructors should be competent to handle the tasks and responsibilities assigned. All Instructors to preferably have at least 3 years of coaching experience in training, managing, and conducting Chinese Orchestra (Mixed Ensemble) CCA Training Programme.
Track Record	To provide a list of current and past training conducted for similar programmes from 1 Jan 2020 to the closing date of this quotation.
Employment Pass	1. If the Instructor is not a Singapore Citizen, or Permanent Resident, the Instructor must possess a valid Employment

	Pass issued by the Ministry of Manpower for the purposes of providing the Services under the Contract.															
	2. This pass must be valid throughout the Contract Period.															
Language of Instruction	English															
Section E: Evaluation Criteria																
Evaluation Criteria	<p><u>Critical Evaluation Criteria</u></p> <ul style="list-style-type: none">• All Instructors must be registered with MOE as of ITQ closing date. <p><u>Other Evaluation Criteria</u></p> <table><tr><th>Item</th><th>Criteria</th><th>Weightings</th></tr><tr><td>1</td><td>Price</td><td>30%</td></tr><tr><td>2</td><td>Suitability of Instructor(s) as specified in these Requirement Specifications and all the attachments that accompany it</td><td>30%</td></tr><tr><td>3</td><td>Track record or other relevant experience of Instructors</td><td>20%</td></tr><tr><td>4</td><td>Quality of Programme Outline & Objective</td><td>20%</td></tr></table>	Item	Criteria	Weightings	1	Price	30%	2	Suitability of Instructor(s) as specified in these Requirement Specifications and all the attachments that accompany it	30%	3	Track record or other relevant experience of Instructors	20%	4	Quality of Programme Outline & Objective	20%
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Section F: Instructions to Instructor																
Closing date and time for the submission of proposals	The closing date and time are as stated at the Quotation Notice in GeBIZ.															
Validity period of proposals	The validity of a supplier’s Quotation Offer (including that supplier’s price proposal) is stated at the Quotation Notice in GeBIZ.															
Submission of Price Proposals	<p><u>For Hourly Rate</u></p> <ol style="list-style-type: none">1. Where the Contractor is paid an hourly rate, the Contractor shall quote the hourly rate for the provision of the Services, exclusive of GST, and indicate if GST is applicable.2. Please submit your Quotation Offer through GeBIZ. Any Quotation Offer submitted after the closing date stated will not be considered.															
Contract Price	Interested suppliers are to quote their price using the price proposal template in Annex B.															

Payment Mode	<ol style="list-style-type: none"> 1. The Contractor is to render a bill only at the end of each month. 2. All Contractor must e-invoice via Vendors@Gov or Nationwide E-invoicing Network. 3. The Contractor must accept payment through Inter-Bank Giro (IBG) and would be required to set up a vendor record online at www.vendors.gov.sg (Vendors@Gov) authorising MOE for payment to be made directly to the vendor's bank account upon receipt of Letter of Acceptance. 4. Payment for services rendered will be subject to withholding tax (if applicable) in accordance to Singapore tax law. Suppliers should declare if they are subject to withholding tax when submitting their proposals.
For Enquiries	If you need further clarifications, you may contact the officers stated in Section A (Contact Details) above.

PRICE PROPOSAL

Hourly Basis

The Contractor shall submit the Price Proposal duly completed in this Annex.

Conductor

Base Period Quote

Base Period from 1 Jul 2022 to 30 April 2023 (est. total hours: 117)

Coaching session : _\$____per hour

[Important Note: Contractors are to submit their price proposal(s) electronically through GeBIZ. For submitting alternative offer (such as additional coaching rate), Contractors shall click on the “Add Alternative Offer” button and put in their proposals in GeBIZ system. The Authority reserves the right to disqualify or reject bids not submitted electronically through GeBIZ.]

EXPECTATIONS OF INSTRUCTORS

All Instructors shall note and practise the following areas of responsibilities and behaviour during **all of his or her** school engagements.

1A. Interpretation

1A.1 In this document:

"Authority" means: (a) the school, where the Contract is entered into with the school, and (b) MOE HQ, where the Contract is entered into with MOE HQ.

"Contract" means the contract between the Instructor and the school or MOE HQ pursuant to which the Instructor provides services.

"Officer" means: (a) the relevant school staff or teacher-in-charge, where the Contract is entered into with the school, and (b) the relevant MOE HQ officer-in-charge, where the Contract is entered into with MOE HQ.

1. Conduct

1.1 Instructors **shall not**:

- (a) Display or distribute materials, or use language that may be offensive.
- (b) Display inappropriate and undesirable behaviour, be it verbal, physical or otherwise, that can be misunderstood or seen to be unprofessional, discriminatory or harassing.
- (c) Display intimidating, abusive or threatening behaviour.
- (d) Assume the identity of any other individual, whether verbally, in writing, or behave in a manner where he or she may be mistaken for another individual (e.g. claiming to be an MOE teacher on social media).
- (e) Post content in relation to any school activities on social media networks or platforms without the express written consent of the school.
- (f) Use language that is profane, vulgar, demeaning or sexually suggestive when interacting with students.

1.2 Instructors **shall**:

- (a) Abide by the laws of Singapore and that of any country in which he or she is sent to fulfill the services under the contract.

- (b) Practise good sportsmanship in word and behaviour by using appropriate language, tone and gestures.
- (c) Display, promote and instill respectable and amicable behaviour.
- (d) Uphold the values of clean sport and anti-doping, by agreeing to comply with all relevant anti-doping rules in line with the World Anti-Doping Code, and to cooperate with the relevant anti-doping authorities should such a need arise; and to be a positive influence to those under his charge with respect to these values.
- (e) Conduct himself or herself in a manner that is proper and appropriate for a professional in his or her field of instruction.
- (f) Promote fair and positive interactions, friendliness and promote team spirit between students, taking into account their potentially diverse backgrounds.
- (g) Dress appropriately and be punctual for all activities and practice sessions.

1.3 Instructors, in caring for students and carrying out his or her professional responsibilities, is expected to maintain a professional relationship with students at all times, including when building rapport with students. This includes:

(a) Maintaining Instructor-student boundaries

- i. Instructors shall avoid being alone in an enclosed room or secluded space with a student, where such one-on-one meetings can be easily misunderstood. Instructors are expected to take the necessary precautions to ensure that meetings with students are conducted appropriately, according to the context and the circumstance, e.g. by carrying out the meeting in an open setting, whether in the school compound or any other place where the activity takes place.
- ii. Instructors should appreciate fully that the responsibility is on them, and not the student, to distance himself/herself from any potentially inappropriate situations, which might include, but is not limited to:
 - (A) taking steps to discourage infatuations that can sometimes develop between students and Instructors. Instructors need to handle these sensitively and take steps to discourage any romantic notions from being formed, while minimising hurt and distress to the student concerned; and
 - (B) taking steps to discourage romantic or inappropriate advances by a student.
- iii. Instructors are not to engage in indecent or offensive actions of a sexual nature or attempt to establish an inappropriate relationship with a student, which might include, but is not limited to:

- (A) Moving the Instructor-student relationship to a personal level, e.g. revealing personal problems to the student; inviting student to social events.
- (B) Displaying flirtatious behaviour or expressing romantic feelings towards a student.
- (C) Dating a student.
- (D) Using sexually suggestive or inappropriate language or displaying sexually explicit or inappropriate material to students.
- (E) Engaging in harassing behaviour, including sexual harassment.
- (F) Grooming a student for a sexual relationship or sexual abuse.
- (G) Having a sexual or romantic relationship with a student.

iv. The expectations in this paragraph 1.3 are applicable, regardless of whether:

- (A) the student is taught by, or under the care of, the relevant Instructor;
- (B) the student is in the same or different school as the relevant Instructor;
- (C) the student has consented to the relationship; or
- (D) the relationship is condoned by the student's parents, legal guardians or caregivers.

(b) Appropriate physical contact

- i. Instructors are expected to make sound professional judgment and choices in deciding what is considered appropriate physical contact. In deciding on the importance and necessity of physical contact as the basis for thoughtful interactions with students, Instructors should recognise that Instructor-student physical contact is dependent on the circumstances, context, age, gender and maturity of the student.

For instance, for Sports, Dance and Drama CCAs, physical contact should be made only when it is deemed necessary and appropriate to an Instructor's role and responsibilities.

- ii. Examples of occasions where physical contact is appropriate or necessary are:
 - (A) rendering first aid to a student;

- (B) preventing injury (e.g. confidence spotting or unplanned catching to prevent injury in PE and Sports CCA, falling or overarched the back in Dance and Drama CCA);
 - (C) carrying or moving a student away from a dangerous situation;
 - (D) when there is clearly unavoidable contact required in the coaching of Sports, Dance, Drama or Music for the sole purpose of demonstrating, assisting in, developing, correcting or refining movements, skills, techniques or posture (e.g. when demonstrating or guiding movement pattern for learning of new technique and skills, such as a new tumbling move or swimming stroke in Gymnastics or Swimming respectively; when assisting movement, balances, stretches and weight-bearing movements in Gymnastics); and
 - (E) meeting the requirements of a sport.
- iii. Where physical contact is appropriate or necessary, Instructors shall ensure that:
 - (A) the need for physical contact be minimised;
 - (B) the rationale for and description of physical contact to meet the requirements of any sport shall be made clear and transparent to the student(s) and teacher-in-charge at the beginning of the programme (e.g. placing contact on shoulder or hips for swimming and gymnastics);
 - (C) students must give consent when physical contact is necessary for the development of a skill;
 - (D) students shall be asked to voice concerns if the physical contact makes them feel uncomfortable, distressed, embarrassed or threatened, and in such case(s), the physical contact shall be withdrawn immediately;
 - (E) physical contact must be in the presence of others, including the teacher-in-charge;
 - (F) there is no touching of the genitals or chest areas, and body parts in close proximity to those areas.
- iv. Instructors shall not have any physical contact with a student where such contact:
 - (A) may be seen as a form of physical punishment;
 - (B) is inappropriate and unjustified;

- (C) has, or may be seen or misunderstood as having, romantic or sexual undertones;
 - (D) may cause discomfort to the student, his or her parents or guardian or witnesses (e.g. any sort of hugging regardless of the circumstance).
- v. In the case of students with a disability, Instructors shall be mindful that specific support or assistance may be required. Instructors shall:
 - (A) seek permission from the student before the specific support or assistance is given; and
 - (B) where such specific support or assistance is rendered (e.g. the student is lifted or manually supported), Instructors must exercise care and treat the individual student with dignity and respect.

(c) Out-of-school and after-school activities

- i. When deciding whether his or her presence is required at out-of-school or after-school social outings with students, Instructors shall take into consideration the following:
 - (A) the intent of the outing;
 - (B) the school's stand or policies on student-initiated group outings;
 - (C) maintaining an appropriate, professional relationship;
 - (D) the expectations of the students' parents in terms of the Instructor's role or presence in out-of-school and after-school situations; and
 - (E) the possible occurrence of any unintended consequences.
- ii. Instructors shall not organize activities, practice sessions or trips during any school vacations without the teachers' or schools' knowledge and approval. This is to avoid taking up too much of the students' time during school vacations.
- iii. Instructors shall not extend or, accept an invitation to, or attend a social event with a student, on a one-on-one basis.
- iv. Instructors shall not visit a student's home, unless absolutely necessary and accompanied by a teacher of the school. In such instances, the school principal must give prior approval for the visit.

(d) Communications¹ with students

- i. Instructors shall make sound professional judgment to ensure that communication with students is kept within professional parameters.
- ii. Instructors shall ensure that the content of conversations or communication with students, especially in one-on-one interactions:
 - (A) are not of a personal nature to the Instructor or to the student, especially when the content can be misunderstood to have crossed the boundary of Instructor-student relationships (e.g. using internet platforms like chat rooms, online forums, including the use of false personas that can mislead the student);
 - (B) are not inappropriate in content (e.g. about violence or pornography); and
 - (C) do not take a position that supports or advances a particular religious, racial, political, sexual or sexist view or inclination that is in conflict with established norms of Singapore society.
- iii. Instructors shall ensure that his or her demeanour, language and attitude when communicating with students:
 - (A) is not profane, vulgar or demeaning; and
 - (B) does not amount to harassment including sexual harassment (e.g. commenting on students' bodies in an inappropriate manner, talking about student's sexuality, teasing about gender stereotypes/orientation).
- iv. Instructors shall not post content on social media that:
 - (A) names any student, or causes any student or students to be identified;
 - (B) includes a picture or a photograph of any student or students;
 - (C) amounts to a rant or tirade against any student or students;
 - (D) tags a student or students and makes an offensive remark;
 - (E) describes a student or students in a profane, vulgar or demeaning manner.

1.4 Instructors shall respect the cultural, ethnic and religious differences of the students he or she is interacts with, and shall, when organising learning and interactions with students, take into account their diversity. In this regard, Instructors shall:

- (a) observe procedural fairness and objectivity in making decisions concerning the students; and

- (b) refrain from conduct and practices that may call into question the impartiality of his or her actions or words, such as proselytising (i.e. advocating a political, culturally-biased or religious agenda).
- 1.5 In the management and discipline of students, Instructors shall recognise, respect and uphold the dignity and worth of each student. Instructors shall manage students in a just and considerate manner, and act in their best interests at all times. In this regard, Instructors shall:
 - (a) familiarise himself with and comply with school or MOE policies relating to the management and discipline of students (including the use of corporal punishment);
 - (b) exercise authority and apply discipline promptly, impartially, appropriately and with care;
 - (c) be firmly aware of the impact of inappropriate and unreasonable acts directed at students, e.g. sustained criticism, ridicule or teasing, persistent hostility, verbal abuse, rejection or the imposition of social isolation with the intention to belittle, or discredit the student;
 - (d) respond to signs that threaten a student's well-being and welfare, e.g. bullying, or harm done to or by students.
- 1.6 If aggressive behaviour is displayed by students and directed at an Instructor, an Instructor's colleagues, another student or a member of the school staff, an Instructor should assess the situation and determine if it is of serious safety concern. If so, assistance should be sought immediately.
- 1.7 Instructors shall not reciprocate the aggressive behaviour whether in word or action, unless circumstances require an Instructor to:
 - (a) defend himself or herself due to personal safety concerns;
 - (b) intervene in order to protect another Instructor, student or member of the school staff from potential harm; or
 - (c) use reasonable physical restraint to prevent the student from injuring himself/herself.
- 1.8 If reciprocal force is necessary to restrain a student or students, Instructors shall only use such force as is:
 - (a) proportionate to the threat; and
 - (b) no greater than is reasonably necessary; for such time as is required to stop the aggressive behaviour.
- 1.9 Instructors are expected to maintain a professional relationship with parents and stakeholders at all times. Instructors shall not:

- (a) request for additional funds from parents;
 - (b) write to parents to promote any specific cause or belief; or
 - (c) make any request for business from students under his or her charge, or from their parents for the provision of services similar or identical to the Instructors' current services in the school. To avoid conflicts of interest, Instructors shall also manage the treatment of students under his or her charge in a fair and unbiased manner, including, but not limited to, the selection of students to represent the school at competitions or other activities.
- 1.10 Instructors shall handle students' personal information in a sensitive and thoughtful manner, especially where such personal information concerns the student's health or family problems. As a steward of students' confidential information, Instructors shall ensure that confidential information and data (e.g. personal particulars of students for registration for a contest) collected from students are for official purposes and should not be disclosed in any form or in any place. Confidential information of students refers to information and data about the student's personal identification, family details, health or personal records obtained in the course of professional work.

2. Taking necessary safety precautions and measures

- 2.1 Instructors shall ensure that the physical and emotional safety and security of students are always a priority. To this end, the Instructor shall:
- (a) abide by MOE's and the school's guidelines and safety standards (as advised by teacher-in-charge of CCA or school-based programme).
 - (b) adequate safety measures are actively put in place during activities conducted by the Instructor.
 - (c) Instructors shall not expose students to any potentially dangerous situations.
- 2.2 Instructors shall assist the teacher-in-charge in the conduct of standard safety briefings for students and include safety briefings that are specific to the CCA or /programme they are in charge of.
- 2.3 Instructors shall assist the teacher-in-charge in the use of the Risk Assessment and Management System (RAMS) to ensure safety measures are in place when organising activities.
- 2.4 Instructors shall advise the school on specific safety measures pertaining to his or her field of instruction that are necessary over and above the general measures taken by the school.

3. Miscellaneous

- 3.1 Instructors shall not collect money from students for any purpose, unless authorised to do so by the school. Where such collection of monies is authorised by the school, Instructors shall keep proper accounts of the same.
- 3.2 Instructors shall not involve students in activities other than school activities without school's approval.
- 3.3 Instructors shall not make any commitments for the school on the school's behalf.

4. Professional Development

- 4.1 Instructors shall remain well-informed in specialised areas by participating regularly in on-going sharing or training sessions by respective agencies (e.g. National Sports Association, National Arts Council, respective professional bodies or boards, MOE).

⁴ Communication refers to face-to-face interactions, electronic means of communication, online communication and the use of social media.

QUOTATION CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- (a) "**Authority**" means the Government of Singapore c/o Temasek Secondary School and includes any officer authorised by the Authority to act on its behalf.
- (b) "**Annual Baseload**" means, where the Contractor is paid a monthly rate, the tentative planned training hours as stated in the Requirement Specifications.
- (c) "**Background IP**" means IP which is created prior to or independently of the Contract.
- (d) "**Base Period**" means the parts of the Initial Contract Period as defined in the Requirement Specifications.
- (e) "**Contract**" means the resulting contract between the Authority and the Contractor for the provision of the Goods and Services as a result of the Authority's acceptance of the Contractor's Quotation Offer, which terms and conditions are contained in the following:
 - (i) the Authority's Quotation Notice
 - (ii) the Contractor's Quotation Offer;
 - (iii) these Quotation Conditions of Contract;
 - (iv) the Requirement Specifications;
 - (v) the Letter of Acceptance; and
 - (vi) any correspondence exchanged between the Authority and the Contractor which is agreed to by the Authority in writing as amplifying or modifying the Authority's Quotation Notice or the Contractor's Quotation Offer.
- (f) "**Contract Period**" means the Initial Contract Period as set out in Clause 2A.1, and where relevant, as extended by the Authority pursuant to Clause 2A.2.
- (g) "**Contract Price**" means the price (exclusive of the Singapore Goods and Services Tax) payable to the Contractor for the full and proper performance of its obligations.
- (h) "**Contractor**" means the successful supplier who has been awarded the Contract by the Authority.

- (i) **"Estimated Training Hours"** means, where the Contractor is paid an hourly rate, the number of hours which the Authority has estimated that it requires the Services, as stated in the Requirement Specifications.
- (j) **"Foreground IP"** means IP which results from or is generated pursuant to or for the purpose of the Contract.
- (k) **"Goods"** means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (l) **"Instructor"** refers to all Instructors provided by the Contractor to carry out the Services or, where the Contractor is an individual who provides the Services personally, the Contractor, and includes replacement Instructors.
- (m) **"IP"** means intellectual property and shall include patents, copyright, industrial design and integrated circuit topography.
- (n) **"Letter of Acceptance"** means the letter or communication issued by the Authority accepting the Contractor's Quotation Offer.
- (o) **"Option Period"** means the period(s) subsequent to the Initial Contract Period as set out in Clause 2A.1.
- (p) **"Over and Above Hourly Rate"** means the over and above hourly rate proposed by the Contractor in his Quotation Offer and accepted by the Authority, relevant only where the Contractor is paid a monthly rate.
- (q) **"Parties"** means the Authority and the Contractor, and **"Party"** means either of them.
- (r) **"Quotation Offer"** means the offer submitted by the Contractor to provide the Goods and Services to the Authority in response to the Authority's Quotation Notice.
- (s) INTENTIONALLY LEFT BLANK
- (t) **"Services"** means the work which the Contractor is required to perform under the Contract.
- (u) **"Utilised Training Hours"** means the actual number of hours that the Contractor has provided Services to the Authority, and includes sessions which the Authority has cancelled pursuant to para 6 of Section C of the Requirement Specifications, any sessions which the Contractor has cancelled, as well as all make-up sessions.

2A. CONTRACT PERIOD

2A.1 The Contract shall commence on the start date, and remain in force until the end date, both as stated in the Requirement Specifications ("**Initial Contract Period**").

2A.2 If the Requirement Specifications provide that an optional period is required, the Authority shall have the option to extend the Initial Contract Period for such period in accordance with the Requirement Specifications, on the same terms and conditions contained in the Contract and on such any other terms that may be mutually agreed in writing between the Parties.

2. SCOPE OF CONTRACT

2.1 The Contractor shall carry out and complete the supply of all items of Goods and perform the Services in accordance with the Contract.

2.2 Unless otherwise stated in the Contract, all Goods supplied shall be new and unused.

2.3 If the total frequency and extent of any Services to be supplied by the Contractor during the Contract Period is not specified in the Contract or stated to be merely estimated, the Authority shall be under no obligation to purchase any such Services. Any statement of the estimated frequency and extent of the Services required during the Contract Period which may have been given to the Contractor shall be deemed to be approximate only and merely for the information of the Contractor. This clause shall be without prejudice to the payment provisions in Section B of the Requirement Specifications.

3 DELIVERY

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

4 INTENTIONALLY LEFT BLANK

5. PAYMENT

5.1 Subject to Clause 5.2, within thirty (30) days from the date of receipt of invoice of any Goods delivered and Services performed in accordance with Clause 3.1, and upon presentation by the Contractor of any bills in accordance with such means and in such format as may be specified by the Authority and the Authority's receipt as referred to in Clause 3.1, the Authority will make payment to the Contractor of the full value of all Goods so delivered and Services so performed provided that no payment shall be considered as evidence of the quality of any Goods and Services to which such payments relates.

5.2 The Contractor will be paid in accordance with the Requirement Specifications.

6. INSTRUCTORS

- 6.1 All Instructors shall be registered with the Ministry of Education, and remain successfully registered throughout the Contract Period. The Contractor shall only deploy the Instructors specified in Annex F (Instructors Deployment List).
- 6.2 The Contractor shall ensure that all Instructors possess relevant and adequate skills for the performance of the Services.
- 6.3 The Authority may in its discretion require the Contractor to remove any Instructor if, in the Authority's opinion, any of the following circumstances arise:
- (a) such Instructor does not possess sufficient skill and competency to provide the Services;
 - (b) the continued engagement and deployment of such Instructor is inconsistent with the values, ethos or interests of the Authority;
 - (c) the Instructor ceases at any time to be registered with the Ministry of Education in accordance with Clause 6.1;
 - (d) the Instructor fails to comply with the Expectations of Instructors (Annex C); and
 - (e) the Instructor has misconducted himself/herself or poses a security risk or is deemed unsuitable in any way.
- 6.4 In the event that the Authority has other reasons to believe that any personnel employed by the Contractor, or its subcontractors or agents are unsatisfactory in any way, the Contractor and the Authority shall meet immediately in order to reach a mutually acceptable solution.
- 6.5 Where the Authority wishes to exercise its rights under Clause 6.3, the Authority shall provide notice in writing to the Contractor, stating the Instructor that the Authority would like to remove and the reasons for doing so ("**Removal Notice**").
- 6.6 Upon receipt of the Removal Notice, the Contractor shall cause the Instructor to be removed immediately. The Contractor shall supply a replacement Instructor no later than the date stated in the Removal Notice, which shall be subject to the approval of the Authority.
- 6.7 Where the Contractor is unable to supply a replacement in accordance with Clause 6.6, the Authority shall have the right to terminate the Contract or cancel any part thereof by way of a notice to the Contractor without the Authority being liable therefore in damages or compensation. The said termination or cancellation shall take effect from the date of the notice of termination or cancellation respectively.

- 6.8 The Contractor undertakes not to change the Instructors deployed for the Contract as stated in its Quotation Offer or as otherwise agreed to by the Authority without the Authority's consent, whose consent shall not be unreasonably withheld. Any replacement Instructors proposed by the Contractor shall be equally or better qualified than the original Instructors to provide the Services.
- 6.9 The Contractor and any Instructor supplied under the terms of the Contract shall be, and shall be deemed to be, independent contractors and not agents or employees of the Authority. Nothing in the Contract shall be treated as establishing or creating a relationship of master and servant or principal and agent between the Authority and the Contractor or the Authority and the Instructor.
- 6.10 The Contractor shall, and shall ensure that all its Instructors shall, observe and comply with all rules, policies, procedures, expectations or codes of conduct of the Ministry of Education, the Authority and the applicable sporting/arts/professional body as may be issued from time to time, and any such rules, policies, procedures, expectations or codes of conduct applicable to the place at which the activity is conducted, including rules, policies, procedures, expectations or codes of conduct relating to safety, security, ethics and discipline. The Contractor shall, and shall ensure its Instructors shall, be fully responsible for the safety, security, health and welfare of the students under the Instructor's charge and shall take all necessary precautions to ensure the safety, security, health and welfare of the students and others.
- 6.11 The Contractor shall, and shall ensure that its Instructors shall, only involve students in school activities approved by the Authority and shall not include any other persons in these activities without the approval of the Authority.
- 6.12 Unless the Contract specifies otherwise, the Contractor shall, and shall ensure that its Instructors shall, only make use of school facilities and equipment or facilities and equipment approved by the Authority in discharging its obligations.
- 6.13 The Contractor shall, and shall ensure that its Instructors shall, only collect money from students when authorised by the Authority and shall keep proper accounts of any such collection.
- 6.14 The Contractor shall not, and shall ensure that its Instructors shall not, make any statement or representation on behalf of the Authority in any matter whatsoever.

7. OBLIGATION TO INFORM THE AUTHORITY

7.1 The Contractor undertakes to inform the Authority if –

- (a) any circumstance has arisen that may be liable to lead to a termination of the Contract; or
- (b) the Contractor (including any partner or any officer in the governing body of the Contractor) or any of its Instructors is under investigation for any criminal offence

by any authority in Singapore or elsewhere or is facing disciplinary proceedings by any sporting, arts or professional body in Singapore or elsewhere.

8. COMPLIANCE WITH REGULATIONS

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

9. OWNERSHIP OF INTELLECTUAL PROPERTY

- 9.1 Nothing in the Contract shall affect any person's right to own or licence Background IP.
- 9.2 All Foreground IP created by the Contractor, its subcontractor or supplier shall vest in the Authority.
- 9.3 The Contractor:
- (a) hereby assigns and transfers absolutely to the Authority all rights, title and interests in the Foreground IP free from all encumbrances whatsoever; and
 - (b) shall procure that its subcontractors and suppliers assign and transfer absolutely to the Authority all rights, title and interests in the Foreground IP free from all encumbrances whatsoever.
- 9.4 The Contractor further warrants that it shall have the authority to effect the necessary transfer, assignment or other assurance for the Foreground IP to vest in the Authority when called upon by the Authority to do so.
- 9.5 The Contractor:
- (a) hereby grants to the Authority and its agents, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor; and
 - (b) shall procure that its subcontractors and suppliers grant to the Authority and its agents, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to it.

- 9.6 Nothing in this Clause 9 shall give the Contractor any right, title or interest in or to any IP in any results, report, data or information generated or produced by the Authority or another person on behalf of the Authority as a result of the Contract. The title to all IP in any such results, report, data or information generated or produced by the Authority or another person on behalf of the Authority shall be owned by the Authority.
- 9.7 If the Contractor, its subcontractor or supplier intends to sell or transfer its Background IP, the Contractor shall ensure that:
- (a) the purchaser of the Background IP and every successor in title to the interest in the Background IP (each, a "Purchaser"):
 - (i) has prior written notice of this Clause 9; and
 - (ii) undertakes to the Authority in writing that it will comply with this Clause 9.6 in all respects as if references to "the Contractor" had referred to the Purchaser; and
 - (b) such sale or transfer is subject to the licences granted or required to be granted under this Clause 9.
- 9.8 The Contractor undertakes to do all acts and things and sign and execute all such documents as the Authority may reasonably request to perfect, protect or enforce any of the rights granted or promised to the Authority under this Clause 9. Without prejudice to the generality of the foregoing, if any licence granted under or pursuant to this Clause 9 is registrable under any IP registration system in Singapore, the Contractor shall:
- (a) register the licence under the IP registration system in Singapore; and
 - (b) deliver copies of documentary proof of such licence registration to the Authority as soon as possible.

10. TERMINATION OF CONTRACT

- 10.1 The Authority may terminate the Contract with immediate effect by notice in writing if the Contractor or any of its Instructors (whether with or without the Contractor's knowledge):
- (a) is found to have given false or incorrect information either in the course of seeking registration with the Ministry of Education or in order to induce the Authority to enter into the Contract;

- (b) is not registered, or de-registered, by the Ministry of Education as a Contractor or Instructor authorised to offer such services;
- (c) commits a breach of any terms of the Contract;
- (d) is convicted of or is warned by the police for any act involving dishonesty or moral culpability;
- (e) is guilty of wrongdoing that brings disrepute to the Ministry of Education, the Authority, or any sporting, arts or professional body;
- (f) has been disciplined by any sporting, arts or professional body;
- (g) is unskilled or incompetent;
- (h) is guilty of wilful neglect in the discharge of his duties, including being absent or unable to provide the Services in accordance with the Contract without the Authority's approval or without valid reasons, or persistently rescheduling, training sessions without valid reasons;
- (i) knowingly participates in violations of the rules, policies, regulations or expectations of the Ministry of Education, including the Expectations of Instructors (Annex C), the Authority or any sporting, arts, or professional body or knowingly allows such violations by others or fails to report such violations within a reasonable time period upon learning of such violations;
- (j) fails to respond fully and accurately or to co-operate or to appear upon request during investigations of rules violations by the Ministry of Education, the Authority or any sporting, arts or professional body, or fails to instruct or counsel employees or students under its supervision to do the same; or
- (k) fails to cooperate and enforce policies and procedures related to conduct and supervision of sporting, arts or professional programmes.

For the purpose of sub-clause (h), the Contractor is deemed to be guilty of wilful neglect in the discharge of his/her duties if he/she cancels three (3) or more scheduled sessions without providing a valid reason that is acceptable to the Authority during each of the Initial Contract Period or the Option Period.

10.2 The Authority may also terminate the Contract with immediate effect if:

- (a) the Contractor becomes insolvent;

where

- (b) the Contractor is a company, a receiver or liquidator is appointed over any undertaking or property of the Contractor or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the Contractor;
- (c) where the Contractor is a company, circumstances arise which entitle the Court or a creditor to appoint a receiver or manager in respect of the whole or a part of the Contractor's undertaking or which entitle the Court to make a winding-up order in respect of the Contractor;
- (d) where the Contractor is a partnership, the Contractor is dissolved or has a bankruptcy order made against it;
- (e) where the Contractor is an individual, the Contractor becomes bankrupt or dies;
- (f) legal proceedings alleging insolvency are brought against the Contractor;
- (g) the Contractor enters into any composition or arrangements with creditors; or
- (h) continued engagement and deployment is otherwise, in the opinion of the Authority, inconsistent with the values, ethos or interests of the Authority.

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

10.4 Where the Authority requires the Contractor to remove any Instructor in lieu of termination of the Contract, the Authority may allow the Contractor to offer a replacement to the Authority's satisfaction. In the event there is no satisfactory replacement, the Authority may proceed to terminate the Contract with immediate effect in accordance with Clause 6.7.

10.5 The Contractor shall be liable for any costs, expenses or damages incurred by the Authority as a result of the aforesaid actions and termination of the Contract under Clauses 10.1, 10.2, 10.3 and 10.4.

10.6 The Authority may terminate the Contract at any time by giving at least one month's written notice. The Authority is not obliged to provide any reasons for terminating the Contract under this Clause 10.6. Notwithstanding the foregoing, the Parties may terminate the Contract by executing a mutual termination agreement on such terms as may be mutually agreed upon in writing.

10.7 If the Contract is terminated, the following shall apply:

- (a) termination shall be without prejudice to any rights and obligations of either Party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;
- (b) the Contractor shall forthwith refund to the Authority all amounts paid to the Contractor under the Contract, less the price of the Goods and Services which have been accepted by the Authority as at the date of termination;
- (c) the Contractor shall immediately deliver property belonging to or provided by the Authority pursuant to the Contract and all deliverables prepared by the Contractor for the Contract (including works-in-progress if so requested by the Authority). Works-in-progress shall be paid on a pro-rated basis at the Authority's sole discretion; and
- (d) Save where the Contract is terminated by the Authority under Clause 10.6, the Authority shall, at its sole discretion, have the right to engage another person to provide the remaining Goods and Services to be provided under the Contract, and any additional costs and expenses incurred shall be paid by the Contractor, and the Contractor shall give reasonable assistance to the incoming contractors.

11. SUBCONTRACTING AND ASSIGNING

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

12. VARIATION

- 12.1 No variation to the Contract shall apply thereto unless such variation shall have first been set out and agreed in writing by the Contractor and the authorised contract signatory of the Authority. The agreement shall be in such format as may be specified by the Authority.

13. INDEMNITY

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

by the gross negligence or wilful default of the Authority, its officers, departments or agents.

14. FORCE MAJEURE

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

15. CONFIDENTIALITY

- 15.1 Except with the written consent of the Authority, the Contractor shall not, and shall ensure its Instructors do not, disclose any information issued or furnished by or on behalf of the Authority in connection therewith the Contract or any information or knowledge acquired pursuant to the Contract to any person.
- 15.2 In addition to the foregoing, the Contractor shall not, and shall ensure its Instructors shall not, make use of any information obtained directly or indirectly from the Authority or compiled or generated by the Contractor in the course of the Contract which pertains to or is derived from such information, other than use for the purposes of the Contract without the prior written consent of the Authority.
- 15.3 The Contractor shall not, and shall ensure its Instructors shall not, publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Authority.

15A. PERSONAL DATA

- 15A.1 The Contractor shall not, and shall ensure that its Instructors as well as all of its directors, officers, employees, servants, agents and subcontractors do not, access, monitor, use or process personal data obtained or held in connection with the Contract, except as reasonably necessary to perform its obligations under the Contract.

15A.2 The Contractor shall not, and shall ensure that its Instructors as well as all of its directors, officers, employees, servants, agents and subcontractors shall not, disclose any personal data obtained or held in connection with the Contract without the prior consent of the Authority. Any request for the Authority's consent must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Contractor's obligations under the Contract.

15A.3 The Contractor shall not cause or permit personal data obtained or held in connection with the Contract to be processed, stored, accessed or otherwise transferred outside Singapore, or allow parties outside Singapore to have access to it, unless with the prior written consent of the Authority and subject to such conditions as the Authority may impose.

15A.4 The Contractor shall immediately notify the Authority when it becomes aware of a breach of Clauses 15A.1, 15A.2 and 15A.3 by itself or any Instructor or subcontractor.

15A.5 The Contractor shall immediately notify the Authority as soon as it becomes aware that a disclosure of personal data may be required by law and cooperate at its own costs with the Authority's reasonable requests and directions

16. CONFLICT OF INTEREST

16.1 The Contractor warrants that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the performance of the Services and of its obligations under the Contract.

16.2 If, during the term of the Contract, a conflict or risk of conflict of interest arises, the Contractor will notify the Authority immediately in writing of that conflict or risk and will comply with any requirement of the Authority to eliminate or otherwise deal with that conflict or risk of conflict.

16.3 The Contractor shall refrain, and ensure that its Instructors refrain, from soliciting business from students under its charge or their parents for the provision of services similar or identical to the Services.

16.4 In the performance of the Services, the Contractor shall, and ensure that its Instructors shall, manage the treatment of students under its charge, including, but not limited to, the selection of students to represent the Authority at competitions or other activities, in a fair and unbiased manner.

17. GIFTS, INDUCEMENTS AND REWARDS

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

- (a) any Contractor Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract; or
 - (ii) showing favour to any person in relation to any contract with the Authority; or
- (b) any Contractor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

17.2 In this Clause 17:

“Anti-Corruption Laws” means:

- (a) Chapter IX of the Penal Code (Cap. 224);
- (b) the Prevention of Corruption Act (Cap. 241); and
- (c) any other applicable law including any foreign law which:
 - (i) prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or adviser of such person; or
 - (ii) is broadly equivalent to the laws set out in paragraphs (a) or (b) or which has as its objective the prevention of corruption.

“Contractor Representative” means any of the following:

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

18. RIGHTS OF THIRD PARTIES

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

19. APPLICABLE LAW

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

20. ESCALATION OF DISPUTES

- 20.1 In the event of any dispute, claim, question or disagreement arising out of or relating to the Contract or its subject matter or formation (a "Dispute"), no Party shall proceed to mediation or any form of dispute resolution unless the Parties have referred the Dispute to a senior officer of each Party (each, an "Officer") who shall negotiate in good faith with a view to resolution of such Dispute.
- 20.2 If such Dispute is not resolved by agreement between the Officers within **ninety (90)** days after the date of referral of the Dispute to the Officers, any Party may proceed to:
- (a) if the Dispute is within the jurisdiction of the Small Claims Tribunals, refer the Dispute to the Small Claims Tribunals; or
 - (b) give the other Party written notice for mediation as contemplated in Clause 21.

21. DISPUTE RESOLUTION

- 21.1 Notwithstanding anything in the Contract, in the event of any Dispute and subject to Clause 20, 21.3 and 21.4, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 21.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.
- 21.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 21.

- 21.3 The mediation session is to commence no later than **ninety (90)** days from the date of the written notice of mediation failing which either Party may proceed to dispute resolution.
- 21.4 Clause 21.1 shall not apply to a Dispute referred to the Small Claims Tribunals, provided that:
- (a) the Parties attend a consultation session before a Registrar (where the Parties will be given an opportunity to resolve the Dispute amicably) after a claim is filed with the Small Claims Tribunals; and
 - (b) the proceedings relating to such Dispute are not:
 - (i) discontinued by the Registrar pursuant to Section 17(3) of the Small Claims Tribunal Act; or
 - (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session
- 21.5 Failure to comply with Clauses 21.1 and 21.2 shall be deemed to be a breach of the Contract.