

GENERAL PROCUREMENT AGREEMENT

This Agreement is made on [] between:

(1) **Singapore Institute of Management Group Limited** (UEN: 201933324M), of 461 Clementi Road, Singapore 599491 ("**SIM**"); and

(2) **[SUPPLIER]** (UEN: []) of [address] ("**Supplier**").

SIM and Supplier are each a "**Party**" and together the "**Parties**".

BACKGROUND

A. Supplier is in the business of supplying goods and/or services. SIM wishes to procure the same on the terms of this Agreement, including any Schedules and Purchase Orders issued under it.

B. The Parties intend this Agreement to govern all POs placed by SIM for the Goods and/or Services defined below.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise:

"**Acceptance**" means SIM's written confirmation that the Deliverables comply with the requirements of this Agreement.

"**Acceptance Criteria**" means the criteria (if any) specified in Schedule 1 or a PO which the Deliverables must satisfy for Acceptance.

"**Acceptance Tests**" means the tests (if any) described in Schedule 1 or a PO designed to demonstrate compliance of the Deliverables with the requirements of this Agreement.

"**Agreement**" means this agreement including its schedules and annexes, as amended in accordance with Clause 23.3 (Variation).

"**Applicable Laws**" means all laws, regulations, directives, orders, judgments and permits applicable to either Party or to the performance of this Agreement.

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Singapore.

"**Confidential Information**" has the meaning given in Clause 13.1.

"**Contract Price**" means the price payable for the Deliverables, excluding GST, as specified in the relevant PO and/or Schedule 3.

"**Defect**" means a failure of the Deliverables to comply with this Agreement, including the warranties.

"Defects Liability Period" means the period specified in Schedule 1 or a PO. If not specified: (a) 90 days for Goods; and (b) 30 days for Services, from Acceptance.

"Deliverables" means any Goods and/or Services provided by Supplier under this Agreement, as described in Schedule 2 or a PO.

"Delivery" means delivery to the Location.

"Delivery Plan" means the dates/times for delivery and performance agreed in Schedule 2 or a PO.

"Documentation" means operating manuals, technical specifications and other documents to be supplied by Supplier.

"Effective Date" means (a) where this Agreement is executed by the Parties, the date stated at the top of this Agreement; or (b) where this Agreement is incorporated by reference into a PO, the date of acceptance of the PO.

"Goods" means the equipment, materials or other tangible items supplied under this Agreement.

"Good Industry Practice" means the degree of skill, diligence, prudence and foresight that would reasonably be expected from a skilled and experienced supplier providing similar services.

"GST" means goods and services tax chargeable under the laws of Singapore.

"Location" means SIM's premises or such other locations set out in Schedule 2 or a PO.

"PDPA" means the Singapore Personal Data Protection Act 2012 and subsidiary legislation.

"Personal Data" has the meaning given to it under the PDPA.

"Purchase Order" or **"PO"** means an instruction/order issued by SIM in an agreed form and expressly accepted by Supplier.

"Representative" means a person appointed by each Party under Clause 5.1 as primary point of contact.

"Schedule" means a schedule to this Agreement.

"Security/Performance Deposit" has the meaning given in Clause 6.8.

"Services" means the services to be provided by Supplier under this Agreement, as described in Schedule 1 or a PO.

"Sub-Supplier" means any third party to whom Supplier subcontracts any part of the Deliverables.

1.2 If there is any conflict or inconsistency, the following order applies: (a) the main body of this Agreement; (b) the Schedules; (c) the POs.

1.3 This Agreement may be incorporated by reference into a PO and shall be binding upon the Supplier upon acceptance of or performance under such PO. Where this Agreement is incorporated by reference into a PO, the details set out in the PO shall constitute the Schedules for the purposes of this Agreement.

1.4 Each Party acknowledges that this Agreement constitutes the entire agreement between the Parties in relation to its subject matter and that neither Party has relied on any representation not expressly set out herein. Any terms contained in Supplier's quotations, invoices or standard terms shall have no effect unless expressly agreed in writing by SIM.

1.5 Where any Deliverables include or are subject to third party terms and conditions ("**Third Party Terms**"), Supplier shall, prior to contract execution (i) notify SIM in writing of the existence of such Third Party Terms; and (ii) provide SIM with a complete and current copy of such Third Party Terms.

1.6 No Third Party Terms shall be binding on SIM unless expressly agreed in writing by SIM. In the event of any inconsistency between this Agreement and any Third Party Terms, this Agreement shall prevail, except to the extent that SIM expressly agrees in writing that specified Third Party Terms shall take precedence.

2. SCOPE OF WORK AND VARIATIONS

2.1 Supplier shall supply the Deliverables in accordance with Schedule 2 and/or any PO.

2.2 SIM may request changes to the scope of work. Supplier shall promptly provide a written impact assessment (including price, timeline and technical impact). A variation is binding only when agreed in writing by both Parties.

2.3 Supplier shall highlight any omission or ambiguity in Schedule 2, the PO or other specifications, and seek clarification from SIM in writing without delay.

3. SUBCONTRACTING

3.1 Supplier shall not subcontract any part of the Deliverables without SIM's prior written consent. Supplier remains fully responsible for its Sub-Suppliers and their personnel as if they were Supplier's own.

4. TERM

4.1 This Agreement starts on the Effective Date and continues for the period specified in Schedule 1 or a PO, unless terminated earlier in accordance with Clause 17 (Termination). If no period is specified, the Agreement continues until the completion of the Deliverables under the applicable PO(s).

5. GOVERNANCE AND REPORTING

5.1 Each Party shall appoint a Representative, being the primary point of contact for the Services.

5.2 If expressly required by SIM in Schedule 1 or a PO, Supplier shall provide written status reports at the frequency reasonably required by SIM.

5.3 Progress meetings shall be held as agreed by the Parties (e.g., weekly, monthly or quarterly).

5.4 Where specified in Schedule 1 or a PO, SIM may, upon reasonable notice, audit Supplier's compliance with this Agreement, including performance, service levels and charges. Supplier shall provide reasonable cooperation and access to relevant records.

6. PRICES AND PAYMENT

6.1 SIM shall pay the Contract Price in accordance with Schedule 2 or a PO.

6.2 SIM may set off any amount owed by Supplier to SIM or any of its affiliated companies against amounts payable by SIM to Supplier.

6.3 Unless stated otherwise, prices are firm and not subject to increase.

6.4 Where SIM requests and Supplier agrees to additional Deliverables not included in the Contract Price, such shall be charged on a time and materials basis at Supplier's agreed standard rates. Rates fixed at the Effective Date will apply for twelve (12) months. Any increase thereafter shall be capped at the prevailing Core Inflation Measure published by the Monetary Authority of Singapore (MAS).

6.5 Unless otherwise agreed, invoices are payable within thirty (30) days of SIM's receipt of a valid invoice and satisfactory completion of the relevant Services/Deliverables. SIM may dispute any invoice in good faith. The undisputed portion shall be paid in accordance with this Clause, and the Parties shall seek to resolve the disputed portion promptly.

6.6 Prices exclude GST. Supplier is responsible for all other taxes, duties and similar imposts, and SIM may withhold taxes as required by law. Any withholding tax shall be borne by Supplier. SIM has no obligation to gross up or otherwise increase amounts payable under this Agreement. Upon request, SIM will provide withholding tax receipts or evidence of payment.

6.7 Payment does not prejudice SIM's rights to reject non-conforming Deliverables or Services.

6.8 Where expressly specified in Schedule 1 or a PO, Supplier shall, on or before execution of this Agreement, provide a Security/Performance Deposit equal to ten percent (10%) of the total Contract Price or of any advance payment (whichever is higher) by way of a banker's guarantee issued by a reputable Singapore bank in the form set out in Schedule 4. SIM may draw down on the deposit for any amount due from Supplier under this Agreement. Any

balance (if any) will be returned without interest within three (3) months after expiry or termination and SIM's confirmation of satisfactory completion of all obligations.

7. DELIVERY AND DELAY

7.1 Time is of the essence. Supplier shall provide the Deliverables at the Location in accordance with the Delivery Plan.

7.2 Where SIM causes delay, Supplier's sole remedy is a reasonable extension of time.

7.3 If Supplier fails to meet the Delivery Plan, SIM may (without prejudice to other rights): (a) if expressly specified in Schedule 1 or a PO, impose liquidated damages (LDs) for delay at the rate of two percent (2%) of the value of the affected milestone (or if none, 2% of the value of the delayed Deliverables or Services) for each week or part thereof of delay, capped at ten percent (10%) of such value. ; (b) claim general damages for any loss suffered by SIM to the extent that such loss is not compensated by the LDs under sub-clause (a); (c) terminate this Agreement for material breach in accordance with clause 17; (d) draw on the Security/Performance Deposit in accordance with clause 6.8; and/or (e) procure substitute goods/services from a third party and recover from Supplier any additional costs reasonably incurred by SIM.

7.4 The Parties agree that the LDs under clause 7.3 are a reasonable and proportionate measure of compensation for delay, having regard to SIM's legitimate interest in the timely delivery of the Deliverables and Services. For the avoidance of doubt, such LDs compensate for delay only and shall not limit Supplier's liability for any other breach of this Agreement.

7.5 Supplier shall promptly notify SIM upon becoming aware of any actual or potential delay, detailing cause and impact of the delay, and shall use all reasonable efforts to avoid or minimise delay.

7.6 Where service levels are expressly specified to apply in Schedule 1 or a PO, service credits (if any) are without prejudice to SIM's other remedies, and do not relieve Supplier from performance obligations.

7.6 If LDs or service credits are due and unpaid within thirty (30) days of SIM's notice, SIM may deduct or draw from the Security/Performance Deposit. If the amount recovered or drawn is insufficient, the balance shall be treated as a debt due from Supplier to SIM. LDs or service credits compensate delay or performance shortfall only and are not adequate compensation for total failure by Supplier to perform the obligations under this Agreement. A waiver by SIM in claiming LDs or service credits in any instance does not waive other remedies.

8. TITLE AND RISK; INSPECTION AND ACCEPTANCE

8.1 Risk in the Deliverables shall remain with Supplier until Delivery to and Acceptance by SIM. Title to the Deliverables shall pass to SIM upon the earlier of Delivery and Acceptance or payment by SIM.

8.2 SIM may inspect the Deliverables within fourteen (14) days after completion of the Deliverables, or within such longer period as may reasonably be required where testing or evaluation is necessary.

8.3 Acceptance shall occur only when SIM provides written confirmation that the Deliverables comply with the requirements of this Agreement.

8.4 If the Deliverables do not comply with this Agreement, SIM may, without prejudice to its other rights (a) reject the Deliverables in whole or in part; (b) require Supplier to repair, replace or re-perform the Deliverables, at Supplier's cost; or (c) procure substitute goods or services from a third party and recover any additional costs from Supplier.

8.5 Supplier shall promptly remove any rejected Deliverables at its own cost and risk and shall replace them within a reasonable time specified by SIM.

8.6 Acceptance Tests and Acceptance Criteria apply only where specified in Schedule 1 or a PO. Acceptance, inspection, testing or payment by SIM shall not relieve Supplier from its obligations under this Agreement or constitute a waiver of SIM's rights in respect of latent defects or breach of warranty.

9. WARRANTIES

9.1 Supplier warrants that: (a) it has full authority to enter into and perform this Agreement; (b) the Deliverables and Services will conform to Schedule 1 and/or PO; (c) Deliverables not of SIM's design are free from third-party IP infringement claims and Supplier has obtained all necessary licences; (d) all Deliverables meet required specifications and standards and are of satisfactory quality and fit for purpose; (e) the Services will be performed with due care, skill and diligence and in accordance with Good Industry Practice; (f) defective or non-conforming Deliverables will be promptly collected at Supplier's cost; and (g) Supplier will comply with Applicable Laws.

9.2 Without limiting SIM's other rights and remedies, if there is a breach of:

9.2.1 Clause 9.1(c) (IP infringement), Supplier shall at its own expense and without delay: (i) obtain for SIM the right to continue using the affected Deliverables; or (ii) replace or modify the affected item so it becomes non-infringing while providing at least equivalent form, fit and function; and (iii) reimburse SIM for reasonable transition costs. If none of the foregoing is achieved within a reasonable time, SIM may reject the Deliverables, terminate the affected PO or this Agreement (if the breach is material), and receive a pro-rated refund of fees paid for the affected Deliverables and any unused Services, without prejudice to indemnities under Clause 11.

9.2.2 Clause 9.1(d) (Deliverables quality), Supplier shall, at no additional cost to SIM and within the timeframes in Clause 10.3, promptly repair or replace the non-conforming Deliverables (including all transportation, handling and re-installation). If Supplier fails to do so, SIM may procure replacements from third parties and Supplier shall reimburse the price difference and reasonable associated costs. Any repaired or replaced Deliverables shall satisfy the original warranties and a fresh Defects Liability Period shall apply to the extent of the remedy.

9.2.3 Clause 9.1(e) (Services standard), Supplier shall promptly re-perform the Services to meet the required standard at no charge. If Supplier does not correct the deficiency within a reasonable period (having regard to operational impact), SIM may obtain substitute Services from third parties and Supplier shall bear the additional costs. Where the deficiency affects milestones, SIM's rights in Clause 7 (including LDs, if any) remain available.

9.3 The remedies in Clause 9.2 are cumulative and in addition to SIM's rights under Clauses 7 (Delivery and Delay), 10 (Defects Liability), 11 (Indemnities), 12 (Liability), 17 (Termination) and at law or equity. Payment, testing or acceptance does not waive SIM's rights in respect of latent defects or breach of warranty discovered during the Defects Liability Period or applicable statutory limitation period.

10. DEFECTS LIABILITY

10.1 During the Defects Liability Period, Supplier shall remedy any Defect at no cost to SIM.

10.2 Any remedied Defect attracts a fresh Defects Liability Period from the date of remedy for that Defect.

10.3 Unless otherwise specified in Schedule 1 or a PO, Supplier shall provide at least a workaround within twenty-four (24) hours of Defect report and a permanent fix within seven (7) days. If Supplier cannot provide an acceptable solution, SIM may obtain third-party services at Supplier's cost. Supplier shall provide reasonable assistance to such third parties, subject to confidentiality undertakings.

11. INDEMNITIES

11.1 Supplier shall be responsible for, and indemnify, defend and hold harmless SIM, its affiliates and their officers, directors, employees and agents from and against all losses, damages, costs and liabilities (including full indemnity legal costs) whatsoever, whether direct, indirect, special or consequential, arising out of: (a) personal injury, death or property damage caused by Supplier; (b) acts/omissions, breach, negligence or wilful misconduct of Supplier or its Sub-Suppliers; (c) IP infringement relating to the Deliverables/Services; (d) breach of confidentiality or data protection obligations; and (e) breach of Applicable Laws.

11.2 The indemnities are without prejudice to other rights and remedies and survive termination or expiry of this Agreement.

11.3 SIM shall promptly notify Supplier of any claim subject to Clause 11.1(c) and provide reasonable assistance at Supplier's cost. Supplier shall have conduct of the defence and settlement of such claim, provided that (i) Supplier shall keep SIM informed of all material developments; and Supplier shall not settle any claim in a manner that adversely affects SIM without SIM's prior written consent.

12. LIABILITY AND INSURANCE

12.1 Subject to Clause 12.2, Supplier's total aggregate liability arising out of or in connection with this Agreement shall not exceed one hundred and fifty percent (150%) of the Contract Price. For the avoidance of doubt, all indemnities under clause 11 shall be subject to the said liability cap unless expressly stated otherwise.

12.2 The cap does not apply to: (a) fraud or wilful misconduct; (b) personal injury or death; (c) IP infringement; (d) breach of confidentiality; or (e) breach of data protection obligations.

12.3 Supplier shall maintain at its own cost, insurance policies appropriate to the nature and risks of the Deliverables, including (a) public liability insurance; (b) where Services are performed at SIM's premises, insurance for injury or death to its personnel, agents and Sub-Suppliers; (c) where professional or advisory services are provided, professional indemnity insurance; and (d) where appropriate, product liability insurance. Supplier shall, upon reasonable request, provide SIM with evidence of such insurance. SIM may waive or vary these requirements in Schedule 1 or a PO having regard to contract value and risk.

13. CONFIDENTIALITY

13.1 "**Confidential Information**" means all information disclosed by a Party to the other Party in connection with this Agreement, whether in oral, written, electronic or other form, that is marked or by its nature is confidential, including Personal Data, business, commercial, financial and technical information.

13.2 Each Party shall: (a) use Confidential Information only for performing this Agreement; (b) disclose it only to its personnel/agents on a strict need-to-know basis; and (c) protect it from unauthorised access, use or disclosure using no less than reasonable safeguards.

13.3 Supplier shall ensure its personnel and Sub-Suppliers are bound by written confidentiality obligations no less onerous than this Clause 13 and remains liable for their breaches.

13.4 Clause 13 does not apply to information that is: (a) public other than through breach; (b) already known on a non-confidential basis; (c) lawfully disclosed by a third party without confidentiality obligations; or (d) required by law to be disclosed, provided the receiving Party (where lawful) notifies the disclosing Party in advance of the intended disclosure.

13.5 Where specified in Schedule 1 or a PO, SIM may, upon reasonable notice during normal business hours, audit Supplier's records, systems, policies and practices to verify compliance with this Clause 13. Supplier shall cooperate and provide access to relevant documentation and personnel. Any audit shall not unreasonably interfere with Supplier's operations. Supplier shall promptly remediate any non-compliance at its own cost.

13.6 Supplier shall not make public announcements or otherwise disclose information about this Agreement or SIM without SIM's prior written consent.

13.7 Supplier shall reasonably cooperate with SIM in connection with any investigation, inquiry, regulatory request, legal proceedings or incident response relating to Confidential Information or Personal Data disclosed under this Agreement. Such cooperation may include providing relevant records, information and access to knowledgeable personnel, to the extent reasonably required for SIM to comply with its legal or regulatory obligations.

13.8 Unless otherwise provided, the obligations in this Clause 13 shall survive for a period of seven (7) years from the date of expiry or termination of this Agreement.

13.9 SIM's audit rights under Clause 13.5 shall survive for 18 months after the expiry or termination of this Agreement. The cooperation obligations under Clause 13.7 shall survive for so long as the confidentiality obligations in this clause 13 remain in force.

14. PERSONAL DATA PROTECTION

14.1 Supplier shall comply with the PDPA and all applicable data protection laws when collecting, using, disclosing or otherwise processing Personal Data in connection with this Agreement.

14.2 Without limiting Clause 14.1, Supplier shall: (a) process Personal Data only for the purposes of this Agreement and on documented instructions of SIM; (b) limit access to authorised personnel on a need-to-know basis and ensure they are bound by confidentiality obligations; (c) implement appropriate technical and organizational measures to protect Personal Data; (d) assist SIM, at no additional cost, in responding to access and correction requests and any investigation or direction by any competent authority; (e) maintain records of its processing activities relating to Personal Data; (f) notify SIM in writing within twenty-four (24) hours of any suspected or actual personal data breach, and promptly remediate; (g) not transfer Personal Data to any third party or outside Singapore without SIM's prior written consent and compliance with applicable laws and ensure that all third parties to whom Personal Data is disclosed are bound by written obligations no less stringent than this clause 14; and (h) not retain Personal Data longer than necessary.

14.3 On expiry or termination of this Agreement, Supplier shall (a) securely destroy all Personal Data in its possession, custody or control; (b) procure, to the extent within its control and pursuant to its contractual arrangements, that all third parties, Sub-Suppliers and affiliates (whether located in Singapore or elsewhere) to whom Personal Data has been disclosed or transferred do the same; and (c) ensure that no copies of Personal Data are retained except as required by Applicable Laws. Supplier shall submit to SIM within thirty (30) days of expiry or termination of this Agreement, a signed declaration in the form set out in Annex A confirming destruction.

14.4 Where Supplier does not process Personal Data for purposes of this Agreement, Clause 14 shall not apply unless required by law.

15. SECURITY OBLIGATIONS

15.1 This Clause applies where Supplier has access to SIM networks, systems and Personal Data. Enhanced security obligations under Clauses 15.4 to 15.6 shall apply only where specified in Schedule 1 or a PO.

15.2 Supplier shall comply with SIM's information security, cybersecurity and acceptable use policies notified in writing and shall comply with any updates within a reasonable time, provided updates do not materially and adversely affect Supplier's obligations without mutual agreement.

15.2 Supplier shall implement and maintain appropriate technical and organisational measures consistent with Good Industry Practice to protect the System and SIM's operational environment against unauthorised access, malware, cyberattacks and service disruption.

15.3 Supplier shall restrict access to the System to authorised personnel on a least-privilege and need-to-know basis, and ensure privileged, administrative and remote access to the System is controlled and logged.

15.4 Supplier shall securely configure and harden the System before operational use, promptly apply security patches and ensure remote connectivity is appropriately protected. Supplier shall also ensure that any device used by its personnel or Sub-Suppliers to access the System or SIM's environment is appropriately secured in accordance with Good Industry Practice, including the application of up-to-date security patches, appropriate endpoint protection, encryption where appropriate, and access controls to prevent unauthorised access.

15.5 Supplier shall maintain procedures to detect, respond to and mitigate security incidents and shall notify SIM without undue delay of any incident materially affecting System availability, integrity or security, and provide reasonable assistance for investigation and remediation.

15.6 Upon reasonable request, Supplier shall provide information reasonably required to demonstrate compliance. Any audit or assessment under this Clause shall be limited to security controls and shall not unreasonably interfere with Supplier's operations.

15.7 Supplier shall ensure its Sub-Suppliers implement security measures no less protective than this Clause 15 and remains responsible for their acts and omissions.

15.8 This Clause 15 survives expiry or termination of this Agreement as necessary to protect SIM networks, systems and Personal Data.

16. PERSONNEL AND NON-SOLICITATION

16.1 Supplier shall maintain continuity of key personnel and ensure they are suitably skilled. SIM may request replacement of a person whose performance is unacceptable or whose conduct is incompatible with the success of the Services.

16.2 Supplier shall ensure its and its Sub-Suppliers' personnel comply with SIM's safety and security requirements when on SIM premises.

16.3 During the Term and for twelve (12) months thereafter, neither Party shall solicit for employment any employee of the other Party directly involved in the Services, without prior written consent.

17. TERMINATION

17.1 SIM may terminate this Agreement, in whole or in part, at any time by giving thirty (30) days' written notice to Supplier. SIM shall pay: (a) the fees for Services properly performed and accepted up to the effective date of termination; and (b) Supplier's reasonable, properly incurred and documented third party costs irrevocably committed prior to receipt of the termination notice which cannot be cancelled despite reasonable mitigation efforts. Supplier shall not be entitled to any loss of profit, loss of opportunity, loss of anticipated savings, or payment for Services not performed.

17.2 Either Party may terminate this Agreement with immediate effect by written notice if the other Party commits a material breach which (if remediable) is not remedied within fourteen (14) days of written notice specifying the breach and intent to terminate. Where SIM terminates for Supplier's breach: (a) SIM shall pay only for Services properly performed and accepted up to the effective date of termination; (b) SIM shall not be liable for any other costs, expenses or losses arising from such termination; and (c) SIM may set off against any sums due to Supplier any losses, damages, costs or expenses incurred by SIM arising out of or in connection with Supplier's breach. Termination under this Clause shall be without prejudice to any rights or remedies available to SIM at law or under this Agreement, including the right to recover damages arising from Supplier's breach.

17.3 Either Party may terminate this Agreement with immediate effect by written notice if the other: (a) ceases or threatens to cease business; (b) has a receiver, administrator or similar officer appointed over its assets; (c) makes an arrangement with creditors; or (d) goes into liquidation (other than for solvent reconstruction). Where SIM terminates under this Clause, SIM shall pay only for Services properly performed and accepted up to the effective date of termination.

17.4 SIM may terminate this Agreement immediately upon written notice if there is a change in control of Supplier which, in SIM's reasonable opinion, adversely affects Supplier's ability to perform its obligations.

17.5 Upon expiry or termination of this Agreement for any reason: (a) Supplier shall immediately cease performing the terminated Services; (b) Supplier shall deliver to SIM all Deliverables (whether complete or in progress) for which SIM has paid or is liable to pay under Clause 17; (c) all rights and licences necessary for SIM to use the Deliverables shall vest in or be granted to SIM in accordance with this Agreement; (d) any prepaid amounts relating to Services not performed as at the effective date of termination shall be refunded on a pro-rated basis; and (e) Supplier shall provide Transition Services in accordance with Clause 18.2.

17.6 Subject to Clause 14.3, within 30 days of termination or expiry of this Agreement, Supplier shall return or destroy SIM's Confidential Information and property and certify compliance upon request.

17.7 Termination or expiry of this Agreement shall not affect any accrued rights, remedies or liabilities of either Party. Clauses intended to survive shall do so.

18. EXIT MANAGEMENT

18.1 Upon expiry or termination of this Agreement for any reason, Supplier shall, at no additional cost, provide reasonable assistance to SIM (including provision of information, documentation and cooperation) to facilitate an orderly transition of the Deliverables to SIM or a replacement supplier.

18.2 Such transition assistance shall be provided for a reasonable period and in a manner that minimises disruption to SIM.

18.3 Where specified in Schedule 1 or a PO, Supplier shall also prepare and comply with an Exit Plan, including detailed transition steps, timelines and responsibilities.

19. FORCE MAJEURE

19.1 Neither Party is liable for delay or failure to perform caused by a Force Majeure Event (being events beyond the reasonable control of the affected Party, including acts of God, war, terrorism, riot, pandemic/epidemic, governmental action, or similar events). Labour disputes arising from the acts of Supplier or its Sub-Suppliers are excluded.

19.2 The affected Party shall notify the other in writing within one (1) Business Day of the reasons and likely duration, and shall use reasonable efforts to mitigate and resume performance.

19.3 Performance is suspended for the duration of the Force Majeure Event and deadlines extended accordingly. Costs arising from the delay are borne by the incurring Party.

19.4 If the event continues for more than twenty (20) consecutive days, either Party may terminate with immediate effect by written notice without liability. SIM may request Supplier to procure affected items/services from other sources during the event.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 This Agreement is governed by the laws of the Republic of Singapore.

20.2 A Party initiating a dispute shall give written notice and nominate its representative. The other Party shall nominate its representative within fourteen (14) days. The Parties shall attempt to resolve the dispute by negotiation.

20.3 If not resolved within one (1) month after the other Party's notice, the dispute may be referred to mediation. Failing settlement, the dispute shall be finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in Singapore under the SIAC Rules in force at the time. The tribunal shall consist of one (1) arbitrator. The language shall be English. Supplier shall continue performing its obligations while any dispute is being resolved, except where urgent interlocutory relief is sought.

21. NOTICES

21.1 Notices shall be in writing and delivered by hand, courier or registered mail to a Party's address set out in this Agreement or the most recent PO, or to such other address as that Party may notify in writing.

22. ETHICS AND ANTI-BRIBERY

22.1 Each Party represents that it has not and will not offer, give, solicit or accept any undue advantage in connection with this Agreement and shall take reasonable measures to prevent such conduct by its subcontractors or agents.

22.2 The Supplier may report any suspected misconduct, impropriety, unethical conduct, fraud, corruption, violation of law or breach of SIM policies, or any other concern through SIM's whistleblowing reporting channels, as may be designated and published by SIM from time to time on SIM's corporate website.

23. GENERAL

23.1 Failure or delay in exercising a right does not operate as a waiver. A waiver must be in writing.

23.2 If any provision is invalid or unenforceable, the remaining provisions remain in force to the maximum extent permitted by law.

23.3 No amendment is effective unless in writing and signed by both Parties.

23.4 Headings are for convenience only and do not affect interpretation.

23.5 A person who is not a Party has no right to enforce any term under the Contracts (Rights of Third Parties) Act 2002 (Cap. 53B).

23.6 Nothing creates a partnership, joint venture, agency or employment relationship between the Parties.

23.7 Supplier may not assign or transfer any right or obligation without SIM's prior written consent. Any unauthorised assignment is void.

23.8 SIM's remedies are cumulative and in addition to those available at law or in equity.

23.9 This Agreement supersedes all previous agreements between the Parties relating to its subject matter.

23.10 This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

This Agreement is executed by the Parties through their duly authorised representatives as of the Effective Date.

SIGNED for and on behalf of

SINGAPORE INSTITUTE OF MANAGEMENT GROUP LIMITED

Name: _____

Title: _____

SIGNED for and on behalf of
[SUPPLIER]

Name: _____

Title: _____

SCHEDULE 1

CONTRACT CONFIGURATION

Clause	Item	Applicable (Y/N) *	Details (can be provided in a separate annex if required)
5.2	Written status reports		
5.4	SIM audit of Supplier's compliance with Agreement		
6.8	Security/Performance Guarantee		
7.3	Liquidated damages for delay		
7.6	Service levels and service credits		
8.6	Acceptance tests and criteria	N	
12.3	Insurance		
13.5	SIM audit of Supplier's compliance with confidentiality obligations		
15.1	Enhanced security obligations under clauses 15.4 to 15.6		
18.3	Exit Plan		

* If the "Applicable (Y/N)" field is left blank, it shall be deemed to be "No".

SCHEDULE 2

SCOPE OF WORK AND DELIVERY PLAN

- *Include details of Goods and/or Services to be provided*
- *Location*
- *Dates/times for delivery*
- *Term of Agreement (if not stated, Agreement will continue until completion of the Deliverables, see clause 4.1)*

SCHEDULE 3

CONTRACT PRICE AND PAYMENT SCHEDULE

- *Include charges for additional Deliverables (time and material basis), see clause 6.4*

SCHEDULE 4

FORM OF SECURITY/PERFORMANCE DEPOSIT

To: Singapore Institute of Management Group Limited (hereinafter called “SIM”).

Whereas:

- (A) On the (state the date of the Contract), a contract (hereinafter called the “Contract”) was made between (name of Tenderer) of (address of Tenderer) (hereinafter called the “Tenderer”) and SIM, whereby SIM agreed to award (state nature of contract) for the sum of Singapore Dollars state amount in words (S\$ _____) (the “Contract Sum”).
- (B) Pursuant to the terms of the Contract, SIM is required to pay (State the percentage of the Contract Sum) per cent (state in numerical number__ %) of the Contract Sum as advance payment to the Tenderer in exchange for a bank guarantee for the said sum.

Now in consideration for payment of the aforesaid sum, from SIM to the Tenderer, of (State the percentage of the Contract Sum) per cent (___ %) of the Contract Sum pursuant to the terms of the Contract, we (at the request of the Tenderer) hereby agree as follows:

1. In the event that the Tenderer fails to fulfill any of the terms and conditions of the Contract, we shall, on demand from you, pay to you up to the sum of Singapore Dollars (State the amount in words) (S\$ State amount in numbers), (the “Guaranteed Sum”) upon receiving your written notice of claim. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim or direction and shall be entitled to rely upon any written notice thereof received as final, conclusive and binding on us.
2. We shall not be discharged or released from this guarantee by any arrangement between yourself and the Tenderer whether with or without our consent or by any alteration in the obligations undertaken by the Tenderer or by any forbearance whether as to payment, time, performance or otherwise.
3. Our liability under this guarantee shall continue and this guarantee shall remain in full force and effect from [insert effective date: _____] until insert expiry date: _____.
4. This guarantee is conditional upon a claim as specified herein being made by you, by way of a notice in writing addressed to us, and the same being received by us at

[insert address of Bank's notification office: _____] within ninety (90) days from the expiry of this guarantee. Thereafter, this guarantee shall become null and void notwithstanding this guarantee is not returned to us for cancellation, except for any claim(s) or direction submitted to us in writing not later than ninety (90) days from the expiry of this guarantee.

5. We shall be obliged to effect the payment required under such a claim within three (3) business days of our receipt of your notice.
6. SIM may make more than one claim on this guarantee within the period specified therein and the aggregate amount specified in all such claims and directions shall not exceed the Guaranteed Sum.
7. This guarantee is issued subject to the laws of the Republic of Singapore and the exclusive jurisdiction of the Singapore courts.

Dated this _____ day of _____

AS WITNESS our hand

Signed by: _____
(Name and designation of officer)
for and on behalf of the

(Name of Bank) (Signature)

In the presence of:

Name _____

Designation: _____
(Signature of Witness)

ANNEX A

Declaration Form

In compliance with clause 14.3 of the Agreement and the Singapore Personal Data Protection Act 2012, we, as the Supplier under the contract titled “_____(name of contract)_____” for the period of ____(mm/dd/yy)___ to ____(mm/dd/yy)___, hereby confirm that:

- (a) all Personal Data processed in connection with the Agreement and in our possession, custody or control has been securely destroyed, except where retention is required by Applicable Laws;
- (b) we have procured, to the extent within our control and contractual arrangements, that all third parties, Sub-Suppliers and affiliates to whom such Personal Data was disclosed or transferred (whether within or outside Singapore) have likewise securely destroyed such Personal Data; and
- (c) no copies of such Personal Data have been retained by us or, to the best of our knowledge, by such third parties, except as required by Applicable Laws.

This declaration is made by an authorised representative of the Supplier.

(Declaration Form to be signed at the end of the contract/project)

**DECLARATION FORM TO BE
SIGNED AT THE END OF
THE CONTRACT/PROJECT**

Name of Authorised Signatory:

Designation:

Company name:

Date: