



STANDARD TERMS & CONDITIONS

One Team Singapore Fund (OTSF) Matching Grant

1. INTERPRETATION

1.1 In these Standard Terms and Conditions for the OTSF Matching Grant to the Applicants, unless the context otherwise requires:

- (a) **“Accounting Records”** means proper books, accounts and records in respect of all of its business transactions, operations and finances, whether in relation to or involving monies funded by the OTSF Matching Grant or otherwise.
- (b) **“Applicant”** refers to eligible sport entities or organisations including but not limited to NSAs, Singapore Olympics Foundation (SOF), Singapore National Paralympics Council (SNPC), etc. applying for OTSF Matching Grant.
- (c) **“Application Form”** refers to the form submitted by the Applicant applying for the OTSF Matching Grant.
- (d) **“Agreement”** means the resulting agreement between SportSG and the Applicant upon SportSG’s acceptance of the Applicant’s application for the OTSF Matching Grant following the Applicant’s fulfilment of the pre-qualifying criteria, which terms and conditions are contained in the following:
 - (i) the Application Form;
 - (ii) these Standard Terms and Conditions;
 - (iii) any correspondence exchanged between SportSG and the Applicant which is agreed to by SportSG in writing; and
 - (iv) any formal agreement executed between SportSG and the Applicant,including all Schedules and/or Annexes to such documents as relevant.
- (e) **“Agency”** means SportSG.
- (f) **“Board”** means the body consisting of elected and appointed members that govern the Applicant and make decisions on behalf of the Applicant.
- (g) **“Circular”** means an official announcement or communication to inform Applicants for the OTSF application period and some important updates (if any)
- (h) **“Grant Period”** means the period of the OTSF Matching Grant as set out in the Circular or any other modes of communication issued by SportSG from time to time.
- (i) **“Key officer”** has the same meaning as set out in section 2 of the Charities Act 1994.

- (j) **“Management”** means the team appointed by the Board to oversee the daily operations, including the employed management of the Applicant.
- (k) **“Guidelines”** means all directives, guidelines and regulations applicable to the business or activities of the Applicant, whether issued by SportSG or otherwise, and includes but is not limited to all the documents referenced in Clause 7.1.2(b).
- (l) **“Losses”** means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts’ and consultants’ fees), settlement sums and sums paid in satisfaction of a court, arbitral or expert award.
- (m) **“Member Organisation”** means organisations that participate, and which are recognised by the Safe Sport Commission as such, in the Safe Sport Programme
- (n) **“NSA”** means the National Sports Association applying and receiving this OTSF Matching Grant.
- (o) **“OTSF Funds”** means eligible OTSF donations and the matching grant received by the applicants.
- (p) **“OTSF Matching Grant”** is a grant given by SportSG to applicants based on matching their eligible OTSF donations recognised/ approved by SportSG (subject to a matching cap).
- (q) **“Safety Management System”** means a management system designed to manage safety elements. It includes policy, objectives, risk management, safety plans and procedures, incident management and procedures, safety promotion, organisational structures, responsibilities, accountabilities and clear expectations.
- (r) **“Safe Sport Commission”** is responsible for administering the Safe Sport Programme.
- (s) **“Safe Sport Programme”** is a framework for applying, implementing and enforcing the Safe Sport Unified Code. It also includes support in policymaking, training and education and streamlines a case management service.
- (t) **“Safe Sport Programme Handbook”** sets out the reporting and resolution procedures and the roles and responsibilities of the Safe Sport Commission and the Member Organisation under the Safe Sport Programme.
- (u) **“SportSG”** means the Singapore Sports Council, a body incorporated under the Singapore Sports Council Act 1973 and rebranded as SportSG with effect from 1 April 2014.
- (v) **“Working Day”** means a day which is not a Saturday, Sunday, or a public holiday in Singapore.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular shall also include the plural and vice versa where the context requires and words importing the masculine gender shall include the feminine and neuter genders and vice versa;
- (b) the headings are for convenience of reference only and shall not be taken into consideration for the purposes of interpretation;
- (c) references to a person include any individual, company, corporation, limited liability partnership, partnership, business trust, unincorporated association or government body (whether or not having separate legal personality);
- (d) a reference to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”;
- (e) a reference to “law” or “laws” include common or customary law and any applicable constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatever (and “lawful” and “unlawful” shall be construed accordingly);
- (f) any reference to any legislation shall be deemed a reference to such legislation as amended from time to time and shall be deemed to include any subsidiary legislation made thereunder;
- (g) any reference to any agreement, document or instrument shall be deemed a reference to such agreement, document or instrument as amended or revised from time to time;
- (h) “month” means calendar month, “week” means calendar week, and “day” means calendar day; and
- (i) for the purposes of computing time:
 - (i) a period of days from or after the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done;
 - (ii) any payment date which is due to occur, or any period which is due to end, on a day that is not a Working Day, shall be deemed to occur or end (as applicable) on the next Working Day; and
 - (iii) a time of day is a reference to Singapore time.

1.3 Unless a contrary indication appears or the context otherwise requires, references to “Clause”, “Schedule” or “Annex” in this Agreement are references to (respectively) a clause of, a schedule to, or an annex to, this Agreement.

- 1.4 The Schedules and/ or the Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules and the Annexes.
- 1.5 Where a clause number is quoted, the reference is being made to that clause bearing that clause number and to all the sub-clauses, if any, under that same clause number.

2. OTSF MATCHING GRANT

- 2.1 Subject to the Applicant performing its obligations under the Agreement, SportSG agrees to provide the OTSF Matching Grant to the Applicant on the terms and conditions set out in the Agreement.
- 2.2 The Agreement creates no obligation on SportSG to make any payment to the Applicant or to reimburse the Applicant on any ground or basis whatsoever, for any costs or expenses the Applicant may have incurred prior to the commencement of the Agreement.
- 2.3 Nothing in the Agreement shall be construed to obligate SportSG to provide any further funding to the Applicant beyond what is specified in the Agreement.

3. USE

3.1 General use

- 3.1.1 The Applicant shall only use the OTSF Funds for expenditure as set out in the Application Form ("**Allowable Expenses**") unless with the prior written approval of SportSG, which approval may be given on such additional terms as SportSG may impose.
- 3.1.2 Unless otherwise approved in writing by SportSG, the Applicant shall not transfer or pay any part of the OTSF Funds to any person, except as payment for the Allowable Expenses.
- 3.1.3 The Applicant shall promptly repay to SportSG any money incorrectly paid to the Applicant due to administrative error or otherwise, including situations where an incorrect sum of money has been paid or any part of the OTSF Matching Grant has been paid in error before the conditions for payment/ disbursement have been met.
- 3.1.4 SportSG may require the Applicant to return any unexpended portion of the OTSF Matching Grant or any overpayment of the OTSF Matching Grant and the Applicant shall promptly comply with such requirement.

4. DISBURSEMENT

- 4.1 The Applicant understands and agrees that SportSG shall be at liberty to vary the terms of disbursement of the OTSF Matching Grant (including in respect of any matching caps) from time to time as SportSG deems appropriate and that SportSG will inform the Applicant of any such variations in writing. Any such variations will not discharge the Applicant of any of their obligations under this Agreement.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 5.1 The Applicant represents and warrants that all the information as set out in its application for the OTSF Matching Grant is true, accurate, complete and not misleading, and the Applicant is not aware of any fact, matter or circumstance not disclosed to the SportSG (including any actual, perceived or potential conflict of interest) which renders any such information untrue, incomplete, inaccurate or misleading, or the disclosure of which might reasonably affect the willingness of SportSG to award the OTSF Matching Grant to the Applicant or the terms upon which SportSG would be willing to award the OTSF Matching Grant.
- 5.2 The Applicant acknowledges and agrees that SportSG is relying on these representations and warranties in agreeing to provide the OTSF Matching Grant.
- 5.3 The Applicant warrants, represents and undertakes that:
- (a) it is not and will not be subject to any contractual or other restriction imposed by itself or any other entity or by law which may prevent or materially impede it from meeting its obligations under this Agreement;
 - (b) it meets and will continue to meet throughout the duration of the Grant Period, all the special conditions for eligibility for the OTSF Matching Grant as set out in Part III of the Application Form;
 - (c) the manner in which eligible OTSF donations have been solicited or obtained complies with the prevailing code of practice for online charitable fund-raising appeals issued by the Office of the Commissioner of Charities;
 - (d) none of the eligible OTSF donations or any part thereof have been obtained by fraud, or paid or transferred to the Applicant pursuant to any agreement or arrangement involving the corresponding transfer of a benefit, reward, incentive or cashback to the donor, the Applicant or one or more related parties of the donor or Applicant, or in furtherance of any money-laundering activities;
 - (e) where the Applicant is an NSA, it is compliant and will continue to be compliant with all applicable anti-doping rules and standards throughout the duration of the Grant Period; and

- (f) there has been no change and will not be any change in its financial position or prospects affecting its ability to perform its obligations under this Agreement.

5.4 If, at any time during the Grant Period,

- (a) the Applicant becomes aware that any of its warranties, representations or undertakings was or is untrue, incomplete, inaccurate or misleading in any respect; or
- (b) an event occurs or matter arises of which the Applicant becomes aware which results or may result in any of the Applicant's warranties, representations or undertakings being untrue, incomplete inaccurate, or misleading in any respect,

the Applicant shall immediately notify SportSG in writing as soon as practicable setting out full details of the matter.

6. CONFIDENTIAL INFORMATION

6.1 Prior to the signing of the Application Form and during the course of the disbursement of the OTSF Matching Grant, the Applicant, its members, Board members and/or personnel may receive or be given access to data, information and materials belonging to SportSG of a confidential nature ("**Confidential Information**"). In this regard, the Applicant:

- (a) unconditionally undertakes to protect SportSG's Confidential Information, including taking all reasonable precautions in dealing with Confidential Information to prevent any unauthorised person from having such access to Confidential Information;
- (b) except with the prior written consent of SportSG, shall not divulge any Confidential Information (including the terms of this Agreement);
- (c) only disclose such Confidential Information to the Applicant's Board and the Applicant's staff who require such information in the performance of his/her duties.

6.2 For the purposes of this clause 6, "**Confidential Information**" means any information received or obtained as a result of entering into this Agreement (or any agreement entered into pursuant to this Agreement), including:

- (a) information which relates to SportSG (including without limitation any financial, operational, organisational, marketing or sales information of SportSG, its suppliers and contractors);
- (b) information which relates to the provisions of this Agreement; or
- (c) any analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information,

but does not include information that:

- (i) is or has become public knowledge otherwise than through breach of this Agreement or other legal obligation or through the default or negligence of the Applicant or its Key officers, employees or agents;
- (ii) lawfully in the possession of the Applicant or already known to the Applicant on a non-confidential basis prior to the Applicant receiving or obtaining such information as a result of entering into this Agreement, as evidenced by written records; or
- (iii) independently developed by the Applicant.

6.3 The Applicant shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by Applicant pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction ("**Applicable Provisions**"), provided the Applicant shall, to the extent practicably possible and permissible by law or regulations, give SportSG prompt and prior notice of any such requirement and shall cooperate with SportSG to limit the scope of such disclosure to the maximum extent legally possible.

6.4 The Applicant shall immediately notify SportSG where the Applicant becomes aware of any breach of this clause 6 by its Key officers, employees or agents and cooperate with SportSG to limit the extent and impact of such breach.

6.5 The Applicant understands and agrees to adhere to the privacy terms and conditions stated in **Appendix 1**. Where applicable, the Applicant consents to the collection of and use of personal data by SportSG as set out in **Appendix 1**.

6.6 This Clause 6 survives the termination or expiry of this Agreement.

7. OBLIGATIONS OF THE APPLICANT

7.1 General obligations

7.1.1 The Applicant shall meet all the OTSF Matching Grant's special conditions for eligibility as set out in Part III of the Application Form.

7.1.2 Subject to Clause 7.1.9, the Applicant shall, in carrying out its activities (whether or not related to the OTSF Matching Grant):

- (a) comply with all applicable laws;
- (b) comply with all applicable Guidelines, including:
 - (i) prevailing financial regulations issued by SportSG from time to time and applicable to NSAs;

- (ii) prevailing codes of practices or guidelines issued by the Office of the Commissioner of Charities, including guidelines on anti-money laundering and counter-terrorism financing;
 - (iii) code of conduct for athletes selected by NSA for representative events (from 31 October 2025 onwards);
 - (iv) such directives as may be issued to the Applicant by SportSG or the Ministry of Culture, Community and Youth from time to time;
- (c) be a Member Organisation of the Safe Sport Programme and adhere to the member obligations as set out in Section 2 of the Safe Sport Programme Handbook;
- (d) create and enforce a proper system that ensures that the Applicant's administration and operations are managed effectively and safely, in accordance with industry standards and best practices. For the avoidance of doubt, the requirement in this Clause 7.1.2(d) shall not be taken to be an assumption of risk by SportSG, and it is for the Applicant to assess and determine that risk has been reduced so far as is reasonably practical in accordance with industry standards and best practices;
- (e) create, enforce and document the components of the Applicant's Safety Management System, and keep proper records of the same;
- (f) maintain proper Accounting Records to allow a proper assessment to be made by SportSG, its agents, or any third-party auditor as to whether the Applicant is compliant with the Agreement;
- (g) where applicable, ensure that all NSA employed coaches are members of NROC;
- (h) not engage in any conduct or activity in a manner prejudicial to the interest or reputation of SportSG; and
- (i) uphold the image and reputation of SportSG positively at all times.

7.1.3 The Applicant shall use the OTSF Funds:

- (a) prudently and ensure all Allowable Expenses for the OTSF Funds are reasonable and justified; and
- (b) in accordance with this Agreement.

7.1.4 The Applicant shall not use the OTSF Funds for any expenditure which has been paid or accounted for using monies obtained from any other grant scheme(s) or donation.

7.1.5 The Applicant shall immediately, and in any event no more than 48 hours of being informed, notify SportSG if:

- (a) there is, or there is suspicion of, any suspected financial irregularity or fraud;
- (b) there is, or there is suspicion of, any misuse of the OTSF Funds;
- (c) the Applicant is under investigation by any Government authority for any criminal offence; or
- (d) any legal proceedings, whether civil or criminal, are commenced against the Applicant and/or any of its Key officers in relation to the affairs of the Applicant.

7.1.6 The Applicant shall notify SportSG as soon as practically possible if it becomes aware, or has reason to suspect, that the Applicant will not be able to, or is not likely to be able to, comply with any of the Applicant's obligations under the Agreement.

7.1.7 The Applicant shall notify SportSG in writing before effecting or allowing any changes in the direct or indirect ownership or ultimate or effective control or management of the Applicant.

For the purpose of this Clause 7.1.6, "**control**" means with respect to a person or entity the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the Applicant.

7.1.8 The Applicant shall ensure that it has adequate procedures in place to enable early identification and effective management of any potential or actual conflicts of interest which it or any of its directors, Key officers, employees, and agents may have in relation to this Agreement. The Applicant shall notify SportSG if any such actual, perceived or potential conflict of interest arises or is likely to arise and shall take all measures required by SportSG to resolve or deal with the conflict of interest.

For the purpose of this Clause 7.1.7, "**conflict of interest**" means any matter, circumstance, interest, or activity involving or affecting the Applicant, the Applicant's Key officer, personnel, employee or agent which may or may appear to impair the Applicant's ability to perform its obligations under this Agreement or any of his duties and responsibilities within the Applicant diligently, objectively and without bias.

7.1.9 The following obligations in this Clause 7.1 do not apply to SOF and SNPC:

- (a) Clause 7.1.2(b)(i): prevailing financial regulations for NSAs;
- (b) Clause 7.1.2(e): Safety Management guidelines; and
- (c) Clause 7.1.2(g): NROC registration of coaches.

7.1.10 The obligation under clause 7.1.2(b)(iii) (compliance with Code of conduct for athletes) does not apply to SOF.

7.2 Collection of Personal Data

- 7.2.1 For the purpose of this Clause 7.2, “**personal data**” shall have the same meaning as in the Personal Data Protection Act 2012 (“**PDPA**”).
- 7.2.2 The Applicant shall, when collecting donors’ personal data, obtain donors’ consent to the sharing of personal data collected with SportSG and any relevant government agencies as required for the processing of the OTSF Matching Grant. The Applicant agrees that it shall share donors’ personal data for the purposes of the OTSF Matching Grant and this Agreement, upon request from SportSG.
- 7.2.3 The Applicant agrees to comply with all requirements under the PDPA in relation to its collection, use and disclosure of any personal data collected from donors, and to have in place a data protection and security policy for protection of such personal data.

8. AUDITS BY SPORTSG

- 8.1 The Applicant shall allow SportSG and/or its third-party auditor, to inspect, audit and take copies of the Accounting Records, at any time during normal business hours.
- 8.2 The Applicant must maintain complete and accurate Accounting Records for a minimum of five (5) years from the end of the financial year in which the transactions occurred.
- 8.3 In the event that SportSG wishes to inspect or audit the Accounting Records of the Applicant:
 - (a) SportSG shall give written notice to the Applicant;
 - (b) within seven (7) days from the date of the written notice, the Applicant shall respond in writing to SportSG, providing a date, place and time within 14 days of the date of its response when SportSG and/or its third-party auditors may inspect and audit the Accounting Records. Any extension requested by Applicants shall be subject to SportSG’s approval;
 - (c) the Applicant shall provide at its own cost all of the Accounting Records for SportSG’s audit on the day, place and time stipulated in its response and the relevant Applicant personnel or accounting service provider should be readily available to support any audit;
 - (d) the Applicant shall provide at its own cost for the entire duration of the audit, a suitable room with office furniture, equipment and utilities such as electricity and a secure internet connection, stationery and a photocopying machine for SportSG and/or its third-party auditors to conduct the audit; and

- (e) the Applicant shall be responsible to implement the action plan(s) (as agreed between SportSG and/or its third-party auditors, and the Applicant's board) for the audit issues within the timelines agreed between the parties.
- 8.4 The failure to abide by any of the Applicant's obligations in Clauses 8.3(b) to 8.3(e) shall constitute a material breach which entitles SportSG to suspend, modify, vary, withdraw or terminate the OTSF Grant and to recover the OTSF Grant disbursed.
- 8.5 The notice and time requirements in Clauses 8.3(a) and 8.3(b) shall not apply and SportSG shall be entitled to audit the Applicant immediately if SportSG is of the opinion that:
 - (a) there may be non-compliance with any of the terms and conditions of this Agreement; or
 - (b) there are circumstances that warrant immediate audit on the Applicant.
- 8.6 Should the inspection or audit of the Accounting Records of the Applicant by SportSG and/or its third-party auditors reveal that monies are due and payable to SportSG by the Applicant, SportSG shall notify the Applicant and the Applicant shall pay or reimburse SportSG the full amount of such monies within 7 days of being notified by SportSG.

9. **FORCE MAJEURE**

- 9.1 Neither Party shall be liable for any delay, hindrance or non-performance of its obligations under the Agreement if the delay, hindrance or non-performance results from events which are beyond its reasonable control ("**Force Majeure Event**"), and the relevant obligations of the Parties shall be suspended during the period of such Force Majeure Event, provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For the purposes of this Agreement, "**Force Majeure Event**" shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires, epidemics, or pandemics and other catastrophes.
- 9.2 If a Force Majeure Event occurs, the Applicant or SportSG (as the case may be) shall for the duration of such Force Majeure be relieved of any obligation under this Agreement as is affected by the Force Majeure except that the provisions of this Agreement shall remain in force with regard to all other obligations under this Agreement which are not affected by the Force Majeure.

10. **EVENTS OF DEFAULT AND TERMINATION**

- 10.1 If SportSG determines that:

- (a) there has been any mismanagement, misapplication and/or misuse of the OTSF Funds by the Applicant, its Management or any of its representatives;
- (b) there has been any fraud, gross negligence, or wilful neglect by the Applicant, its Management, or any of its representatives, whether such fraud, negligence or neglect was in relation to the OTSF Funds or otherwise. This includes situations or circumstances of fraud, gross negligence or wilful neglect arising out of approvals given on the basis of forged financial records, statements and subsequent correspondences, false or negligent misrepresentation;
- (c) the Applicant has failed or omitted to put in place a proper System resulting in any wrongdoing, financial mismanagement, breach of statutory duty, criminal or statutory offence;
- (d) the OTSF Matching Grant or any part thereof has been paid, committed or otherwise transferred pursuant to any agreement or arrangement between the Applicant and one or more related parties of the Applicant, its Management or any of its representatives, otherwise than pursuant to an ordinary commercial agreement on ordinary commercial terms;
- (e) the OTSF Funds or any part thereof has been paid, committed or otherwise transferred pursuant to any agreement or arrangement which directly or indirectly involves the corresponding transfer of a benefit, reward, incentive or cashback to the Applicant or the donor of the eligible OTSF donations;
- (f) there has been any breach (whether material or not) by the Applicant of any of its obligations under this Agreement and:
 - (i) the Applicant fails to remedy such breach within fourteen (14) days after the date of the written notice from SportSG to do so, or such further period as permitted by SportSG in writing; or
 - (ii) such breach is not capable of being remedied within a reasonable time;
- (g) the Applicant is in material breach of any of its obligations under the Agreement;
- (h) the Applicant is in breach of Clause 3 (*Use*), Clause 4 (*Disbursement*), Clause 6 (*Confidential Information*), Clause 7 (*Obligations of the Applicant*);
- (i) the Applicant is in breach of any of its warranties, representations or undertakings under Clause 5 (*Representations, Warranties and Undertakings*);
- (j) the Applicant has engaged in any activity involving dishonest intent or bad faith and such activity is brought to the attention of SportSG;

- (k) there has been professional misconduct by the Applicant or any of the Applicant's Management, personnel or representative and such activity is brought to the attention of SportSG; or
- (l) there is any change in the strategic direction of the Applicant that is inconsistent with SportSG's policy direction,

(each, an "**Event of Default**"), SportSG shall have the right (in addition to and without prejudice to all other rights or remedies available) to do one or more of the following, and the Applicant shall have no claim for any damages or compensation:

- (A) withhold the disbursement of any part of the OTSF Matching Grant which has yet to be disbursed;
- (B) reduce the total amount of the OTSF Matching Grant by such amount as SportSG may determine;
- (C) require the Applicant to repay SportSG all or any part of the OTSF Matching Grant in accordance with the timelines stipulated by SportSG in its written notice of the same, regardless of whether the Applicant has utilised such funds;
- (D) unilaterally vary or modify the terms of the Agreement;
- (E) terminate the Agreement with immediate effect by giving the Applicant written notice.

10.2 In addition to Clause 10.1, where the Event of Default is 10.1(a), 10.1(b), 10.1(c), 10.1(d) or 10.1(c), the Applicant shall, if requested by SportSG and at its own cost:

- (a) institute legal proceedings against the individuals responsible for the relevant Event of Default;
- (b) allow SportSG full control over the conduct of such legal proceedings including over matters such as the appointment of legal counsel and the settlement of any claims; and
- (c) diligently prosecute such legal proceedings and extend its fullest cooperation to SportSG in this regard.

10.3 If SportSG has reason to suspect that an Event of Default has occurred, SportSG may investigate the matter or await the outcome of investigations by any other authority. Pending such investigations, SportSG may:

- (a) withhold the disbursement of any part of the OTSF Matching Grant which has yet to be disbursed; or
- (b) reduce the total amount of the OTSF Matching Grant by such amount as SportSG may determine.

The Applicant shall, at its own cost, co-operate fully in such investigation.

10.4 If any of the following events occur, SportSG shall, to the extent permitted by law, have the right to terminate the Agreement with immediate effect by written notice to the Applicant, and the Applicant shall have no claim for any damages or compensation:

- (a) the Applicant is unable to pay its debts as and when they fall due;
- (b) the Applicant is dissolved, de-registered by the Registrar of Societies, or has a bankruptcy order made against it or against any Key officer of the Applicant;
- (c) legal proceedings alleging insolvency are brought against the Applicant;
- (d) any application is made for the bankruptcy or dissolution of the Applicant;
- (e) the Applicant enters into any composition or arrangement with creditors;
- (f) SportSG determines that the OTSF Matching Grant would no longer achieve SportSG's objectives;
- (g) there is a conflict of interest, and SportSG is of the view that such conflict of interest cannot be addressed or resolved; or
- (h) if the Applicant is an NSA, it is disaffiliated from the relevant international federation and/or Singapore National Olympic Council.

10.5 SportSG shall have the right to terminate the Agreement by giving at least one (1) month's written notice to the Applicant without having to assign any reason, and the Applicant shall have no claim for any damages or compensation.

10.6 This Clause 10 shall be without prejudice to:

- (a) any other rights or remedies available to SportSG against the Applicant in relation to the Applicant's breach of this Agreement;
- (b) any other rights or remedies available to SportSG against the Applicant or any other responsible persons arising from the OTSF Matching Grant at law or in equity (including SportSG's right to join the Applicant as a party to any such legal proceedings); or
- (c) any rights and obligations of either Party which has accrued prior to such termination or expiry and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination or expiry.

11. SPORTSG'S LEGAL COSTS AND DISBURSEMENTS

11.1 Without prejudice to Clause 21, in the event that SportSG commences any legal proceedings against the Applicant or any other responsible persons in respect of any matters arising from the OTSF Matching Grant, the Applicant shall be

liable (or jointly liable with any other responsible persons) for all legal costs and disbursements incurred by SportSG on a full indemnity basis.

12. LIMITATION OF LIABILITY AND INDEMNITY

- 12.1 SportSG shall not be liable to the Applicant or any third party who may benefit from or who may depend on the OTSF Matching Grant, including for any Losses or loss of expectation of support (monetary or otherwise) arising from any withholding, variation, modification, withdrawal or termination of the OTSF Matching Grant.
- 12.2 The Applicant unconditionally agrees to indemnify and keep SportSG indemnified against any and all Losses sustained, incurred, paid by or suffered by SportSG (including legal expenses on a full indemnity basis, to be agreed or taxed) that SportSG may suffer or incur in relation to such third party.

13. SET OFF

- 13.1 Whenever any sum of money (including any damages, rental fees or event fees) are recoverable from the Applicant by SportSG (whether under this Agreement or otherwise), the same may be deducted from any sum then due or which at any time thereafter may become due to the Applicant under the Agreement or any other agreement with SportSG.

14. RELATIONSHIP OF PARTIES

- 14.1 This Agreement, or the guidelines and arrangements between SportSG and the Applicant shall be construed as creating a relationship of principal and agent, a partnership, joint venture or contract for service of any kind between SportSG on one hand and the Applicant or any other party on the other.
- 14.2 The Applicant agrees not to misrepresent the Applicant's relationship with SportSG and not to engage in any deceptive or misleading conduct in this regard.

15. ENTIRE AND WHOLE AGREEMENT

- 15.1 The Agreement contains the entire and whole agreement between the Parties relating to the OTSF Matching Grant and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements between them in relation to the OTSF Matching Grant.

16. SEVERABILITY

- 16.1 In the event any provision in this Agreement is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of this

Agreement and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

17. RIGHTS OF THIRD PARTIES

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

18. NOTICES

- 18.1 Any notice or other communication ("**Notice**") shall be in writing and may be given by hand, by email or by prepaid registered post to the Party at such Party's proper address as follows:

- (a) in the case of SportSG:

3 Stadium Drive 397630

Attention to: Rostam Umar, Chief (ACE)

Email address: Rostam_Umar@sport.gov.sg

- (b) in the case of Applicant, the addresses as provided in its application form.

- 18.2 Any notice or other communication shall be deemed to have been duly given:

- (a) If delivered by hand, upon written acknowledgement of receipt by an officer or other duly authorised officer, agent or representative of the recipient;
- (b) If sent by registered post, on the third calendar day after the date of dispatch; or
- (c) If sent by email, on the date and time the email was sent.

- 18.3 Either Party may change its address referred to above by giving the other Party three (3) days' written notice of the change.

19. SURVIVING PROVISIONS

- 19.1 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement, including this Clause 19, Clauses 6 (*Confidential Information*), 7 (*Obligations of the Applicant*), 8 (*Audits by SportSG*), 10 (*Events of Default and Termination*), 12 (*Limitation of Liability and Indemnity*), 13 (*Set Off*), 15 (*Entire and Whole Agreement*), 16 (*Severability*), 17 (*Rights of Third Parties*), 18 (*Notices*), 20 (*Governing Law*), 21 (*Dispute Resolution*), shall survive the termination or expiry of the Agreement.

20. GOVERNING LAW

- 20.1 The Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

21. DISPUTE RESOLUTION

- 21.1 In the event of any dispute, claim, question or disagreement arising out of or relating to the Agreement or its subject matter or formation (a “**Dispute**”), no party shall proceed to any form of dispute resolution unless the Parties have referred the Dispute to a senior officer of each party who shall negotiate in good faith with a view to resolution of such Dispute.
- 21.2 Any Dispute not resolved by agreement between such senior officers within 90 days after the date of such referral to the senior officers, shall be referred to and finally resolved by arbitration in Singapore in the English Language by a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC**”) for the time being in force which rules are deemed to be incorporated by reference into this Clause.
- 21.3 The seat of arbitration shall be Singapore.
- 21.4 The arbitrator shall be appointed by the President of the SIAC acting in accordance with the SIAC Rules.
- 21.5 This arbitration agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

Appendix 1

Privacy Policy

1. Collection of Personal Data

- 1.1 Personal data refers to data about an individual who can be identified from either that particular data, or from that data and other information which we have or are likely to have access to. Commonly collected personal data typically include, amongst other things, names, addresses, telephone (landline and mobile) numbers, e-mail addresses, identification numbers, nationalities, dates of birth, credit card information, medical, health and fitness data.
- 1.2 Wherever possible, we only collect personal data directly from you. Your data (including personal data where you are an individual) may be collected through your dealings with us as an Applicant, or through marketing events such as road shows or any other means, for the purpose of providing our Services to you. We may also receive personal information about you from other sources if you have given permission for that information to be shared. This may include information from commercially available sources, such as public databases and data aggregators, and information from third parties. In event that you are an organisation, company or entity collecting, using and/or disclosing personal data on behalf of individual(s), you agree to comply with the Personal Data Protection Act 2012 (the "Act"), including any amendments which may be issued from time to time and any regulations issued thereunder, except as otherwise exempted under the Act.
- 1.3 We collect personal data for various reasons. The data collected may serve one or many these purposes:
- a. for reasons contemplated under the Standard Terms and Conditions
 - b. to conduct audit checks, market research, survey and/or analysis;
 - c. to fulfil a legal or regulatory requirement;
 - d. to respond to your queries and/or feedback;
 - e. informing you of any changes to any of our terms and conditions which may affect you; and
 - f. informing you of updates and/or developments to programmes and facilities.

2. Use of Personal Data

- 2.1 As a general rule, we do not share your personal information with anyone. However, we may share your personal information with trusted third parties:
- a. Government agencies (or with non-Government entities which have been authorised to carry out specific Government services) to process any applications you have made or to render you a service, so as to serve you in a most efficient and effective way, unless such sharing is prohibited by law;

- b. our advertising, marketing and promotional agencies to help us deliver and analyze the effectiveness of our advertising campaigns and promotions;
- c. third parties required to deliver a service to you, such as a software provider or application developer;
- d. law enforcement or government authorities where they have followed due legal process to request us to disclose the information;
- e. third party providers of services, such as data processing; or
- f. web analytics tool providers, such as Google.

2.2 We may share your personal data for the following reasons:

- a. reasons provided under this Privacy Policy;
- b. verification of your identity;
- c. conduct investigations into possible breaches of applicable laws; and
- d. to comply with a court order or other legal or regulatory requirements in the jurisdictions we operate.

2.3 In situations where a third party under contract with us collects personal data about you, we will require the third party to exercise reasonable care in protecting your information.

2.4 For your convenience, we may also display to you personal data you had previously supplied us or other Government agencies. We will retain your personal data only as necessary for the effective delivery of public services to you.

2.5 The System may contain links to non-Government systems whose data protection and privacy practices may differ from ours. We are not responsible for the content and privacy practices of these other websites and encourage you to consult the privacy notices and/or policies of those Systems.

3. Security

3.1 To safeguard your data, all electronic storage and transmission of data is secured with appropriate security technologies. However, no method of transmission over the Internet or method of electronic storage is 100% secure. While security cannot be guaranteed, we strive to protect your personal data and are constantly reviewing and enhancing our security protocols to ensure that your personal data is not subject to unnecessary risks.

4. Rights to Amend this Privacy Policy

4.1 We reserve the right to amend this Privacy Policy at any time. You will be notified if material changes are made to this Privacy Policy.

4.2 Your continued acceptance of annual funding constitutes your consent to any such changes to the extent such consent is not otherwise provided.

- 4.3 If you have any inquiries relating to our privacy statement or enquiries about personal data that you have earlier supplied to us, please contact us at sport_gsm@sport.gov.sg.