

**OUR HEALTHY SINGAPORE FUND
GRANT TERMS AND CONDITIONS****INTERPRETATION**

1. In these Our Healthy Singapore Fund (OHSF) Grant Terms and Conditions, unless the context otherwise requires —

- (a) “Agency” means the Health Promotion Board;
- (b) “Agreement” includes the Letter of Offer issued by the Agency to the Recipient, and the Form of Agreement with Annexes duly signed by the Parties;
- (c) “Appointed Agent” means any person or persons appointed by the Agency for the verification and certification of claims for disbursement under the Agreement;
- (d) “Approved Amount” means the amount specified in Clause 4(a);
- (e) “Audit Agents” means such auditor as may be appointed by the Agency;
- (f) “Authorised Officer” means any person or persons authorised by the Agency for any purpose under the Agreement, and includes the Appointed Agent and the Audit Agents;
- (g) “Grant” means the grant from the OHSF which the Agency agrees to provide to the Recipient to carry out the Project in accordance with the Agreement;
- (h) “Grant Limit” means the maximum amount of the Grant as provided for in Clause 4;
- (i) “IP” means intellectual property and shall include patents, copyright, industrial design and integrated circuit topography;
- (j) “Key Performance Indicators” or “KPIs” means the targets and deliverables that the Recipient is required to achieve in relation to the Project, as set out in Annex A of the Form of Agreement duly signed by the Parties;
- (k) “OSF logo” means the OSF logo and accompanying tagline specified by the Agency for use by the Recipient under the Agreement;
- (l) “Our Healthy Singapore Fund” or “OHSF” means the fund established by the Agency to support projects that build on the spirit of caring and resilience, nurture our can-do spirit and promote unity and our sense of being Singaporean;
- (m) “Parties” refers to both the Agency and the Recipient, and “Party” refers to either the Agency or the Recipient;
- (n) “Person” includes a corporation or an unincorporated association;
- (o) “Project” means the Recipient’s project proposal that is the subject of the Grant, and includes any event, performance, activity or outcome of the Project;

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- (p) “Project Term” means the period specified in Clause 6.1(b) within which the Project shall be completed;
 - (q) “Recipient” means the person or persons whose application for a grant from the OHSF has been accepted by the Agency; and
 - (r) “Vendor”, in relation to the Recipient, includes an agent of the Recipient.
2. Words in the singular include the plural and vice versa.
3. The headings in the Agreement are for convenience only and not for the purpose of interpretation.

TERMS OF GRANT

4. The Agency agrees to provide the Recipient with a Grant to carry out the Project in accordance with the Agreement. The Grant shall not exceed the lower of the following:
- (a) *Approved Amount*; or
 - (b) up to 80% of the expenditure incurred in carrying out the Project and that qualifies for funding under the Agreement.
5. The Grant is not transferable by the Recipient to any other person, and must not be used by the Recipient for any purpose other than the Project. For the avoidance of doubt, the Recipient may use the Grant to engage Vendors with relevant professional expertise (for example, technical or creative expertise) that will be used in furtherance of the Project’s objectives as specified in the Recipient’s Project proposal.
- 6.1 Subject to the Agreement, the Recipient shall —
- (a) commence carrying out the Project no later than six (6) months from the date of the Notice of Contract;
 - (b) complete the Project no later than twelve (12) months from the date of the Notice of Contract; and
 - (c) submit the documents specified in the Grant Disbursement Schedule in Annex A of the Form of Agreement, and any other documentation that the Agency may require, within three (3) months after the project has completed.
- 6.2 The Agency reserves the right to terminate the Agreement immediately and withdraw and/or reclaim the whole or part of the Grant as it thinks fit in the event that the Recipient fails to comply with Clause 6.1(a), (b) or (c), by notice in writing to the Recipient.
7. The Recipient shall obtain the prior written approval of the Agency before making any change to the Project.
8. The Grant shall not be applied to or in connection with any of the following costs and expenses, unless the Agency approves in writing:
- (a) any expenditure committed or made before the effective date of the Agreement;

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- (b) any start-up costs or capital expenditure (including but not limited to registration or licensing fees, property rental, and any expenditure on office equipment, computer infrastructure and transportation vehicles);
- (c) any cash prizes;
- (d) any local and overseas accommodation costs;
- (e) any overseas travel costs (including any relevant costs for travelling to and/or from Singapore);
- (f) any costs funded by any other sources;
- (g) any financial benefit of whatever nature that accrues to the Recipient;
- (h) any notional costs, including but not limited to opportunity costs, depreciation and potential income loss;
- (i) any costs associated with the employment of staff under a contract of service;
- (j) such other costs or expenses as the Agency may determine from time to time, by notice in writing to the Recipient.

9.1 The Recipient shall not solicit or receive any funds or such other means of support for carrying out the Project from any other person, company, body, organisation, institution or agency (governmental or non-governmental) (the “alternative funds”) without the Agency’s prior written consent. In the event that the Agency consents to the Recipient soliciting or receiving alternative funds as set out in the foreground, the Agency reserves the right to reduce the Approved Amount by the amount of alternative funds the Recipient receives or will receive by issuing a notice in writing to the Recipient. Nothing contained in this clause 9.1 imposes any obligation (implied or otherwise) to consent to the Recipient obtaining alternative funds for the Project.

9.2 In the event that the Project generates a net income (as disclosed by the final statement of accounts), then unless the Agency otherwise permits, the Recipient shall donate such net income to a charity registered under the Charities Act (Cap. 37) within three (3) months after the completion of the Project and the Recipient shall submit documentary proof of such donation to the Agency within three (3) months after the completion of the Project.

10. The Agency may publicise the particulars of the Project, and the Recipient’s name and particulars, in any form and manner determined by the Agency.

DISBURSEMENT OF GRANT

11. Subject to the Agreement, the Grant shall be disbursed by the Agency to the Recipient in accordance with the Grant Disbursement Schedule in Annex A of the Form of Agreement.

12. For the purposes of the disbursement of the Grant —

- (a) the Recipient shall keep and maintain proper financial records for the Project, including records of all income received and expenditure incurred, and all miscellaneous costs;
- (b) the Recipient shall, when making any claim for disbursement, follow the process outlines in Appendix 1, and submit digital true copies (for retention by the Agency and/or the Appointed Agent) of all relevant supporting documents (including but not limited to, tax invoices, cash sales bills and receipts) with the OHSF Claims Form to the Authorised Officers; and

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- (c) the Recipient shall make available to the Authorised Officers the names and other particulars of the Vendors engaged for the Project at all times, including but not limited to a Vendor's telephone number, address and email.

13. The Recipient shall refund to the Agency any excess funds disbursed or any funds disbursed in error by the Agency, within such time and in such manner as the Agency may specify.

14. The Agency may, without prejudice to its other rights and remedies under the Agreement, reject any claim or claims for disbursement submitted by the Recipient if the Recipient fails to comply with any provision of the Agreement or any other requirement as the Agency may specify in writing from time to time.

GENERAL OBLIGATIONS OF RECIPIENT

15.1 The Recipient shall, in performing its obligations under the Agreement, comply with all applicable laws and shall keep the Agency indemnified against all penalties and liabilities of every kind for the breach of any such laws.

15.2 The Recipient shall obtain and maintain all licences, permits, approvals and other authorisations necessary to carry out the Project, including regulatory authorisations and authorisation to use any photograph, copyright material or other property or rights belonging to third parties for the purpose of the Project.

15.3 In the event of any online fund-raising occurring during the Project Term in connection with the Project, the Recipient shall only use an online fund-raising platform that subscribes to the Code of Practice for Charitable Online Fund-Raising Appeals (at www.charities.gov.sg), unless the Agency has approved that the fund-raising be conducted in some other form or manner. Such funds raised shall not be considered as profit earned for the Project.

16.1 The Agency is entitled from time to time, through its Authorised Officers, to conduct ad-hoc on-site audits to ensure that the provisions of the Agreement are being or were met, and that reports, and all information submitted to the Agency by the Recipient are accurate, correct and not misleading.

16.2 The Recipient shall ensure that the Authorised Officers are given full and free access to all documents (including accounts and records), reports, assets, and premises in connection with the Grant, and shall provide the Agency and its Authorised Agents with all reasonable cooperation and assistance in connection with the audits, including but not limited to:

- (a) allowing the Authorised Officers to inspect all the documents and reports pertaining to the Grant;
- (b) making copies of such documents and reports as may be requested by the Authorised Officers, to be given to the Authorised Officers at no charge; and
- (c) if required by the Agency, facilitating meetings between the Authorised Officers and any person involved directly or indirectly in the Project.

16.3 The Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 16, unless an audit identifies a material

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breach or default of this Agreement by the Recipient, in which case the Recipient shall reimburse the Agency for all the Agency's reasonable costs incurred in connection with the audit.

- 17.1 The Recipient shall notify the Agency in writing —
- (a) before effecting or allowing any change in the composition of the team of people carrying out the Project or otherwise involved in the carrying out of the Project;
 - (b) where the Recipient is an organisation, before any change in the direct or indirect ownership, or ultimate or effective control or management, of the Recipient occurs; and
 - (c) when any legal proceedings, suits or actions of any kind, whether civil or criminal, are commenced against the Recipient and/or its officers in relation to the affairs of the Recipient.

17.2 If the Recipient fails to comply with Clause 17.1(a), (b) or (c), the Agency may terminate the Agreement immediately and withdraw and/or reclaim the whole or part of the Grant as it thinks fit, or unilaterally amend the terms and conditions of the Agreement (including the Grant Limit and disbursement procedures), by notice in writing to the Recipient.

REPORTING REQUIREMENTS

18. The Agency may require the Recipient to submit one or more progress reports in such form and manner as the Agency may specify, and the Recipient shall comply accordingly.

19. To enable the Agency to conduct an effective evaluation of the Project from time to time, the Recipient shall submit such information, documents and reports relating to the Project, and for such periods, in such form and manner and within such period as the Agency may specify.

20. The Recipient shall submit to the Agency, within three (3) months of the completion of the relevant annual KPIs, an annual Progress Report or a Project Completion Report (as the case may be) of how the Project's objectives have been achieved, in such form and manner as the Agency may specify.

21. The Recipient shall maintain and retain, for a period of three (3) years after the completion of the Project, sufficient records pertaining to the Project, including all information, documents and reports referred to in the Agreement. This Clause is not intended to affect the Recipient's duty to comply with any law or any requirement of any regulatory authority.

VARIATION AND TERMINATION OF AGREEMENT

22. The Agency shall be entitled to terminate the Agreement immediately and withdraw and/or reclaim the whole or part of the Grant as it thinks fit by notice in writing to the Recipient, if the Agency considers that —

- (a) the Project is profit-making;
- (b) the Recipient has, in carrying out the Project, deviated from the objectives and aims of the Project;

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- (c) the Recipient has provided misleading, false or incorrect information to the Agency in its application for and/or acceptance of the Grant or pursuant to any provision in the Agreement;
- (d) there is any material omission in its application for the Grant;
- (e) the Project has a political or religious agenda, or the Recipient, its employee, its Vendor or any other person involved directly or indirectly in the Project has, in carrying out the Project, proselytised any particular faith;
- (f) the Project denigrates or debases an individual, or any group or class of individuals, on the basis of race or religion, or the Project is intended or is likely to cause conflict or misunderstanding in Singapore's multi-cultural and multi-religious society;
- (g) the Project advocates or lobbies for lifestyles or has content that risks being or is likely to be held as objectionable by the general public;
- (h) the Project demeans or disparages any government department or agency, public institution or national leader, undermines the authority or legitimacy of any government or any public institution, or threatens Singapore's security or stability; or
- (i) any proceedings for liquidation, insolvency, bankruptcy, receivership, winding up or judicial management have commenced on the Recipient.

23.1 Subject to Clause 37, where the Recipient has breached any provision of the Agreement, the Agency may require the Recipient to remedy or rectify any such breach immediately or within such period as the Agency may specify. The Agency shall be entitled, without prejudice to its other rights and remedies under the Agreement, to reduce or withhold the Grant until such time the Recipient has remedied or rectified the breach to the Agency's satisfaction.

23.2 If the Recipient fails to remedy or rectify a breach in accordance with Clause 23.1, or if the Recipient commits a breach of the Agreement that the Agency considers to be incapable of remedy or rectification, the Agency shall be entitled to terminate the Agreement immediately and withdraw and/or reclaim the whole or part of the Grant as it thinks fit by notice in writing to the Recipient.

24.1 If the Recipient fails to meet any KPI and/or the timeline of the Project as agreed to by the Parties, the Agency may require the Recipient to provide reasons for such failure in such form and manner the Agency deems fit, and the Recipient shall comply accordingly.

24.2 If the Agency considers the reasons provided by the Recipient under Clause 24.1 to be unsatisfactory or the Recipient fails to provide any reason whatsoever, the Agency shall be entitled to terminate the Agreement immediately and withdraw and/or reclaim the whole or part of the Grant as it thinks fit by notice in writing to the Recipient.

25. The Agency shall be entitled, upon giving at least three (3) days' notice in writing to the Recipient, to add to or vary any of the provisions of the Agreement, provided that, no such addition or variation shall be made if it would result in significant additional costs to the Recipient unless the Agency agrees to bear the additional costs.

26. The Agency may at any time terminate the Agreement by giving at least one (1) months' notice in writing to the other Party, or such shorter notice as may be agreed by the Parties in writing.

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27. Except to the extent that the Agency has approved the Project to be carried out by a Vendor, the Recipient shall obtain the prior written consent of the Agency to sub-contract, or otherwise delegate, the performance of the Agreement or any function or operation of the Project.

28. The Recipient shall not assign, directly or indirectly, all or any part of its rights or obligations under the Agreement without the prior written consent of the Agency.

INTELLECTUAL PROPERTY RIGHTS

29.1 The Recipient grants the Agency and the Government of the Republic of Singapore an irrevocable, royalty-free, worldwide, perpetual and non-exclusive licence to reproduce, copy, display and/or otherwise use any IP which results from or is generated pursuant to or for the purpose of the Agreement, including the Project and/or related materials, for any purpose.

29.2 If the Recipient or its Vendor, as the case may be, intends to sell or transfer any IP which results from or is generated pursuant to or for the purpose of the Agreement, the Recipient shall ensure that the purchaser of such IP and every successor in title to the interest in such IP has prior written notice of the licence granted to the Agency and the Government under Clause 29.1.

29.3 For the avoidance of doubt and without prejudice to any subsequent agreement(s) between the Parties, the Agreement does not affect each Party's right to own or licence the IP created prior to or independently of the Agreement.

DISCLAIMER OF LIABILITY

30. The Agency shall not be liable to the Recipient for any loss, damage, cost or expense of any nature whatsoever, arising from any delay, failure or refusal by the Agency to provide the Recipient with the Grant, or any decision by the Agency to withhold or withdraw the Grant or part thereof or to terminate the Agreement, in accordance with the Agreement.

INDEMNITY

31. The Recipient shall indemnify, hold harmless and defend the Agency against —
- (a) any claim or action by any person, including any employee or Vendor of the Recipient, by reason of or arising from the Agreement;
 - (b) any claim or action by any person for infringement of any IP over any document, product, process, invention or discovery which is used in connection with the Agreement or which results from the performance of either Party's obligations under the Agreement; and
 - (c) any loss, damage, cost or expense suffered by the Agency arising from the Recipient's carrying out of the Project or the Recipient's breach of any provision of the Agreement.

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32. The Recipient shall, in any form of publication, recording or other media related to the Project, including but not limited to marketing or publicity materials and corporate brochures, use the OSF logo in accordance with the Brand and Logo Guide as set out in Annex C and, where appropriate, acknowledge the Grant for the Project. Notwithstanding the foregoing, the Recipient shall not publicise the details of the Project, Agreement and refer to the Agency without the prior written consent of the Agency.

33.1 Notwithstanding Clause 32, the Agency shall be entitled to —

- (a) withdraw the Recipient's right to use the OSF logo; or
- (b) terminate the endorsement, support or association of the Agency and/or withdraw the right to public acknowledgement of the Agency's support in respect of any particular event, performance or activity relating to the Project,

if the Agency determines that such use, event, performance or activity is not desired or considered appropriate for any reason whatsoever.

33.2 The Recipient shall not use the OSF logo —

- (a) for any purpose unrelated to the Project; or
- (b) when the Agency has invoked its rights under Clause 33.1.

RELATIONSHIP OF PARTIES

34. Nothing in the Agreement shall be construed as creating a partnership, joint venture or a principal-agent relationship between the Agency and the Recipient. The Parties agree that they shall not be authorised to represent, make any commitment, or bind the other to third parties.

CONFIDENTIALITY

35. Except with the other Party's prior written consent, neither Party shall disclose to any third party —

- (a) the contents of the Agreement; and
- (b) any information from the other Party in any document or correspondence marked as confidential or obtained in confidence from the other Party as a result of the Agreement or at any time during the Project Term.

MEDIATION

36.1 Notwithstanding anything in the Agreement, in the event of any dispute, claim, question or disagreement arising out of or relating to the Agreement, or any breach thereof, no Party shall proceed to litigation or any other form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable

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efforts in accordance with this Clause 36.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.

36.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 36.1.

36.3 Failure to comply with Clause 36.1 and 36.2 shall be deemed to be a breach of the Agreement.

FORCE MAJEURE

37. No Party shall be liable for any failure to perform its obligations under the Agreement if the failure results from events beyond its reasonable control. For the purpose of the Agreement, such events shall include, but are not limited to, strikes, lock-outs or other labour disputes, civil disturbances, actions or inactions of regulatory authorities or suppliers, epidemics, wars, embargoes, acts of God or other catastrophes.

WAIVER

38. In no event shall any delay, failure or omission on the part of either Party in enforcing or exercising any right, power, privilege, claim or remedy, or which arises from any breach by the other Party, be treated as —

- (a) a waiver thereof, or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question; or
- (b) a bar to the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.

39. Any waiver (whether effected by a positive waiver or by a delay or failure in enforcement) by any Party of its right, in any instance, to require compliance with any provision of the Agreement by the other Party shall not prevent the first-mentioned Party (subject to reasonable notice where a positive waiver has been granted) subsequently requiring such compliance in respect of that instance by the other Party.

SEVERABILITY

40. In the event any provision of the Agreement is determined to be illegal, invalid or unenforceable, all other provisions of the Agreement shall continue in full force and effect.

NOTICES

41.1 Any notice or other communication to be given by the Agency to the Recipient shall be given by hand, registered mail cover, or e-mail to HPB_OHSF@hpb.gov.sg or to such other address, number or email as the Recipient may notify the Agency of in writing from time to time.

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41.2 Any notice or other communication to be given by the Recipient to the Agency shall be given by hand or registered mail cover to: Grant Administrator, Regional Health and Community Outreach, Health Promotion Board, Level 6, Office by the Garden, 3 Second Hospital Avenue, Singapore 168937 or to such other address or number as the Agency may notify the Recipient of in writing from time to time.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

42.1 The Agreement does not create any rights under the *Contracts (Rights of Third Parties) Act* (Cap. 53B) which is enforceable by any person who is not a party to it except and to the extent which Clause 42.2 expressly provides for the said Act to apply to the terms of Clause 29.

42.2 The Government of the Republic of Singapore may enjoy the benefit of or enforce the terms of Clause 29 in accordance with the provisions of the *Contracts (Rights of Third Parties) Act*.

SET-OFF

43. The Agency may set-off, from any amount due to the Recipient (whether under the Agreement or otherwise), any sum of money that is recoverable from or payable by the Recipient under the Agreement.

ENTIRE AND WHOLE AGREEMENT

44. The Agreement contains the entire and whole agreement between the Parties and supersedes all prior written or oral commitments, representations, arrangements, understandings, or agreements between them.

APPLICABLE LAW AND JURISDICTION OF COURTS

45. The Agreement shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose, and the Parties agree to submit to the exclusive jurisdiction of the Singapore courts.

CUMULATIVE RIGHTS AND REMEDIES

46. The Parties' rights and remedies under the Agreement are cumulative, and they are in addition to and do not affect any of the Parties' rights or remedies at law or in equity.

SURVIVAL AFTER TERMINATION OR EXPIRATION

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47. Clauses 10, 13, 15.1 and 15.2, 16.1 to 16.3, 19, 21, 29.1 and 29.2, 30, 31, 32, 33.1 and 33.2, 35, 36.1 to 36.3, 38, 39 and 43 shall survive the termination or expiration of the Agreement.