



**INVITATION TO TENDER
FOR
MULTI-DISCIPLINARY CONSULTANCY
SERVICES FOR
REVEDELOPMENT OF ABATTOIR LOCATED
AT 6,9,11 BUROH LANE, SINGAPORE
618294/309/313**

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LETTER OF INVITATION

To Invited Tenderers,

1. SATS Ltd invites tenderers to participate for the multi disciplinary consultancy services for the **Redevelopment of Abattoir located at 2,6,9 & 11 Buroh Lane, Singapore 618492/294/309/313**
2. This is a open tender, and a single-stage Quality-Fee selection Method (QFM) shall be used for the Tender. Tenderers shall submit the fee proposal and detailed quality proposal through the SATS Procurement Portal.
3. The multi-disciplinary consultancy team shall include services from the following professional disciplines:-
 - a. Architecture (Lead Consultant)
 - b. Mechanical & Electrical (M&E) Engineering
 - c. Civil & Structural (C&S) Engineering
4. Lead consultant for multi-disciplinary team can only submit one application. Any lead consultants with multiple applications shall be disqualified.
5. Refer to the Table of Contents for the list of documents contained within this tender.

FORM OF TENDER (Fee Proposal)

To: SATS Ltd

Tender No: CT2210Y074

1. Having examined and understood the "Invitation to Tender for Multi-disciplinary Consultancy Services Redevelopment of Abattoir located at 2,6,9 & 11 Buroh Lane, Singapore 618492/294/309/313 for comprising of the following documents:

- a. Letter of Invitation
- b. Forms of Tender (Fee Proposal)
- c. Forms of Tender (Quality Credentials)
- d. Firm's Track Record
- e. Project Team Information
- f. Project Description
- g. Handover Document
- h. Lithography Charges
- i. Agreement

2. We, _____ [*Name of Lead Consultant in BLOCK letters*], hereby offer and undertake on the acceptance of this Tender Offer to provide, as a multi-disciplinary team, full consultancy services for the total professional fee as follows:

The professional fee shall be \$_____.

The fee to be payable in accordance with the Consultancy Agreement.

The proposed fee shall comprise of the following components: -

No	Consultant	Name of Firm	Total Proposed Fee
1.	Architect (Lead Consultant)		
	<i>Mandatory Specialist Consultants packaged under Architect</i>		
1.1	<i>Others (If any. Please specify)</i>		
1.2			
1.3			
1.4			
1.5			
		Sub – total (1)	
2.	Civil & Structural		
	<i>Mandatory Specialist Consultants packaged under Civil & Structural Consultant</i>		
2.1	<i>Others (If any. Please specify)</i>		
2.2			
2.3			
		Sub – total (2)	

No	Consultant	Name of Firm	Total Proposed Fee
3.	Mechanical & Electrical		
	<i>Mandatory Specialist Consultants packaged under M&E Consultant</i>		
3.1	<i>Others (If any. Please specify)</i>		
3.2			
3.3			
		Sub – total (3)	
		TOTAL	

	Stage 2 – Detailed Design Stage	Stage 3 – Tender Stage	Stage 4 – Implementation Stage	Total
Architect				
Mechanical & Electrical				
Civil & Structural				

Fees Breakdown for Stages

3. We understand that you are not obliged to offer to us consultancy appointment as a group or team, or at all, and that decision to appoint consultants remains at all times solely yours.
4. We confirm that our Architectural, Civil & Structural Engineering, Mechanical & Electrical Engineering firms are registered with the Building and Construction Authority (BCA) and listed on the latest list of the respective Public Sector Panels of Consultants (PSPC).

Signature

Date

Name

Company Stamp

FORM OF TENDER (Quality Credentials)

To: SATS Ltd

Tender No: CT2210Y074

1. We, the undersigned, hereby tender for appointment as multi-disciplinary team and in this respect, we hereby enclose with this Form of Tender (Quality Credentials), for your consideration. We understand that you are not obliged to offer to us consultancy appointment as a group or team, or at all, and that decision to appoint consultants remains at all times solely yours.
2. We confirm that our Architectural, Civil & Structural Engineering, Mechanical & Electrical Engineering firms are registered with the Building and Construction Authority (BCA) and listed on the latest list of the respective Public Sector Panels of Consultants (PSPC).
3. Our multi-disciplinary consultant team shall comprise the following members and enclosed herewith details in **Firm's Track Record, Project Team Information** and latest **Audited Financial Statement of the Lead Consultants** for your evaluation:-

4. Architectural Firm (Lead Consultants Firm)

Name and Official Stamp: _____

Address: _____

Contact No.: _____

Email Address: _____

PSPC Listing Code: _____

Person to contact regarding the tender offer

Designation: _____

Contact No. (Office): _____

Contact No. (Mobile): _____

Email Address: _____

Civil & Structural engineering consultant

Name and Official Stamp: _____

Address: _____

Contact No.: _____

Email Address: _____

PSPC Listing Code: _____

Mechanical & Electrical engineering consultant

Name and Official Stamp: _____

Address: _____

Contact No.: _____

Email Address: _____

PSPC Listing Code: _____

Submitted by Architectural Firm:

Signature

Date

Name

Company Stamp

FIRM'S TRACK RECORD

(*To be submitted separately by each Consultancy firm)

Name of Consultancy Firm:

1. Details of Completed Projects

(Completed in the last 5 years and of similar nature)

S/N	Description of Contract	Contract Value	Year of Completion	Name & contact of Client
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

2. Details of On-going Projects

(of similar nature)

S/N	Description of Contract	Contract Value	Expected Year of Completion	Name & contact of Client
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

PROJECT TEAM INFORMATION

*(*To be submitted separately by each Consultancy firm)*

Name of Consultancy Firm: _____

1. Project Team Information

(Please submit individual curriculum vitae for each of the staff to be assigned to this project)

S/N	Name	Role in the Project	Designation	Relevant Experience / Project Reference
1				
2				
3				
4				

PROJECT DESCRIPTION

1. General Description

1.1 The purpose of this tender is to engage a multi-disciplinary consultant to provide consultancy services for the redevelopment of abattoir to Primary Industries Pte Ltd (PIPL), a majority owned subsidiary of SATS Food Services Pte Ltd at 6,9,11 Buroh Lane, Singapore 618294/309/313

1.2 Project background:

PIPL operates the sole abattoir in Singapore at 2 Buroh Lane, Singapore 618492, the land lease will be expiring soon. Thus, PIPL plans to redevelop the 3 parcels of land at 6,9,11 Buroh Lane, Singapore 618294/309/313 into a multi-storey building comprises of pig abattoir (primary processing) on level 1 & 2 and pork deboning, processing & retail packaging (secondary processing) on level 3 & 4.

Plot No/Address	Current Usage	Land Size (m ²)
3304A / 2 Buroh Lane	Pig Abattoir & Administrative Office	15,237
2685M / 9 & 11 Buroh Lane	Meat Cutting Plant & Incineration Plant	13,421
4257M / 6 Buroh Lane	Pigs Landing Site with waterfront	10,403

The proposed new abattoir will double the current production capacity from 1000~1300 pigs per day, to 2500 ~ 3500 pigs per day (projected), to meet Singapore future demand of pork consumption.

The primary processing facility (pig abattoir) comprises of 2 levels will be fitted out with following equipments and it's ancillary services;

- Fully automated slaughtering line equipment, production throughput at 350 pigs per hour (for reference, current abattoir production throughput is at 160 pigs per hour)
- Pig lairage capacity: 3500 pigs
- Blast chiller and chiller room
- Design of the slaughter systems and equipment is based upon the rules of General Manufacturing Practise (GMP)
- To meet Singapore Food Agency's conditions of licensing for Pig Slaughter-houses
- Waste water treatment facility

- Incineration plant (for incinerating abattoir waste)
- Waterfront jetty to receive pig transport barge
- Loading and unloading bay for lorry and trucks

The secondary processing (pork deboning, processing, retail packaging, warehousing & loading/unloading area) on floor(s) separate from the primary processing area.

The function and floor area of this facilities are described as follows, but not limited to;

- 3rd level - Approximate 5000m2 consist of production, palletizing, de-boning, de-carton and offices
- 4th level - Approximate 5000m2 consist of dry goods warehouse, marshalling area, loading and unloading area, chilled warehouse, items picking and carton erecting area.

Once the new facility are fully commissioned and operational, the old abattoir at 2 Buroh Lane will be decommissioned and demolished, the land parcel will return to the land authority.

PIPL will be tendering separate contract for the Systems and Equipment (S+E) vendor to design, supply and install the abattoir's fully automated slaughtering line equipment.

The S+E vendor will design the operations, processes, and functional area of the abattoir.

The tender for the S+E vendor are still ongoing and will be expecting to award the contract by End of March 2023, thereafter they are expected to design and conclude the detailed design of the abattoir complete slaughtering process including live animal handling.

While the S+E consultants for the secondary processing are already decided, the QP are expected to work with them for the overall integration of the 2 facilities (primary & secondary processing)

There is a need to engage a Qualified Person (QP) for works listed in para 1.3.

- 1.3 The scope of works shall consist of the following (but not limited to):
- a. Work with the S+E Design Consultants on the layout plan, and ensure that the detailed design and existing facilities conform to code of practices and standards for Building Services. This must include requirements from authorities,
 - b. Liaising and submissions to Authorities (such as BCA, FSSB, NEA etc.) on behalf of PIPL for the project,
 - c. Conduct and assist in the tender, implementation, and T&C for the construction works for the project,
 - d. Develop, monitoring and control, for project schedule and budget updates for the project.
- 1.4 The current layout of the facilities are in Annex A (Existing layout). The consultancy team are to proposed a new layout based on the informaiton provided under para 1.2. The S+E Design Consultants are working on the internal layout of the buidling and the process work process.
- 1.5 The Employer wishes to engage a multi-disciplinary consultant experienced in project and construction management. The consultant is to provide the following consultancy services:
- a. Architectural
 - b. Civil & Structural Engineering Services Design
 - c. Mechanical & Electrical Engineering Design
 - d. Construction Management
 - e. Capital Cost Management
 - f. Schedule Management
 - g. Safety & Noise Control Management
 - h. Quality management
 - i. Environment Health and Safety, Risk management
 - j. Progress Measurement and Reporting
 - k. Coordination and Management of the various design teams
 - l. Coordination and Management of third parties
 - m. Coordination and Management of the tendering and procurement activities
 - n. Contracts Administration and Management
 - o. Commissioning with Final Handover
 - p. Reporting to the Employer
 - q. Authorities submissions and subsequent obtaining of all certificates & approval / licences. All certificates & licences shall be submitted to the employer before project handover and/or completion.

1.6 The Employer reserves the right to terminate the Project at any phase of the project.

2. Scope of Consultancy Services

2.1 The Consultancy team shall do and perform all acts and things which will be expected of a reasonably experienced consultant. The Consultants' duties and obligations shall be deemed to include all things and obligations that, in the reasonable discretion of the Employer, are necessary for the satisfactory and timely development, construction, completion, installation, testing, commissioning, and maintenance of the Project such that it will be reasonably fit for its intended purpose.

2.2 The Consultancy team shall further to the services specified below, do and perform all acts and things which are usually done and performed according to the law and practice of their profession. Including giving of advice upon any instances upon which the Employer may from time to time require in preparing the project and in carrying out the works relating thereto.

2.3 The multi-disciplinary consultancy team shall include services, but not limited to, the following professional disciplines: -

- a. Architecture (Lead Consultant)
- b. Civil and Structural Engineering
- c. Mechanical and Electrical Engineering
- d. Drafting

2.4 The multi-disciplinary consultancy team shall also possess, but not limited to, the following skill sets / expertise:

- a. Additions & alterations works
- b. Assessment of existing structure, which include structural investigation
- c. Specification drafting
- d. Cost control and management
- e. Change management
- f. Risk analysis and management

2.5 Without prejudice to the generality of the above paragraphs, the consultants shall provide the services and carry out the duties set out below.

2.5.1 Project stages and estimated duration

- a. Stage 2 - Detailed Design (estimated <6 months)
- b. Stage 3 - Tender Documentation, Evaluation and Recommendation (estimated 6 months)
- c. Stage 4 - Installation Planning, Monitoring & Final Acceptance Testing (estimated 12 – 18 months)

Note: Some of the works may run concurrently i.e., while Stage 2 in progress, some areas may start Stage 3 and 4

2.5.2 Scope for Architect and Civil & Structure

- a. The scope of Architect shall, further to the Services specified, do and perform all acts, matters, actions and things which are usually done and performed by architects according to the law and according to the practice of their profession in relation to the Services, works and matters provided in this Agreement including the giving of advice upon any instances which Client may from time to time require in relation to the Project and in carrying out the works related thereto.
- b. Develop the design and master programme in consultation with the other consultants appointed in conjunction with the Project. As and when any updates and/or adjustments are required, the Architect shall adjust the programme accordingly. The programme showing the overall time-basis for the Project will be used to monitor the progress of the Project. The Architect shall be responsible to ensure that the programme meets the Client's delivery timeline.
- c. Submitting plans to the Competent Authority and the various relevant authorities to obtain Planning Approval.
- d. Developing building plan submission drawings and submit to the Building Control Authority and other relevant authorities.
- e. Obtain and Respond to Written Directions and obtain Building Plan Approval
- f. Apply and obtain Temporary Occupation Permit (TOP) and Certificate of Statutory Completion for the project

Stage 2 : Detailed Design

- Taking Client's brief to ascertain the requirements and limitation of the works
- Developing design and sketch plans in consultation with Client
- Advising the Client on the potential and constraints of the project to enable the client to decide whether to proceed with the next stage.
- Preparing the project schedule for building works for inclusion in the Client's overall master programme.
- Pre consultation with local authorities
- Developing sketch plans in consultation with the Client to a stage sufficient to enable applications or submissions to be made to the Competent Authority for Planning Approval
- Submitting plans to the Competent Authority and the various relevant authorities to obtain Planning Approval
- Developing building plan submission drawings and submit to the Building Control Authority and other relevant authorities
- Obtain and Respond to Written Directions and obtain Building Plan Approval
- Present the preliminary design to Client's management for approval to proceed to Stage 3
- To attend meeting with Client when required.

Stage 3 : Tender Documentation, Evaluation and Recommendation

- Prepare specifications, drawings, finishes schedule, etc of suitable quality for building tender packages to be called
- Recommend list of tenderer to be invited and shortlisted
- Response to tenderer queries during tendering stage.
- Prepare tender questionnaires to the shortlisted tenderers and attend tender interview.

- Prepare tender evaluation recommendations report for Client consideration and approval

Stage 4 : Installation Planning, Monitoring & Final Acceptance Testing

- Making periodic inspections of the works
- Conducting contractors' meetings as necessary
- Vet and review shop drawings
- Administrate the building contract
- Issue instructions and directions to the contractor
- Inspect facility for compliance to contract and provide defect list to Client.
- Apply and obtain Temporary Occupation Permit (TOP) and Certificate of Statutory Completion for the project
- Checking, valuation and certification of progress payment claims submission from contractor.
- Certify after 12 months Defects Liability Period.

2.5.3 Scope for MEP:

The scope of M & E Engineering services shall be within the purview of the Professional Engineers Act and shall cover the following M & E Building Services: -

- ACMV Installation
- Electrical Installation
- Fire Protection Installation
- Piped Services Installation (Sanitary)
- Vertical Transportation Installation
- Steam & Boiler Installation
- Compressed Dry Air Installation
- Cold rooms & Refrigeration Installation

Stage 2 : Detailed Design

- To develop preliminary M&E services drawings in relation to the schemes proposed and developed based on updated architectural layout plans with cold rooms, equipment layout and room list for the proposed scheme.
- Collaborating with and obtaining from the Client, Architect and other professional advisors/consultants the requirement of the Project and the general standard desired.
- Review design proposals with users.
- Develop with Client on the project schedules and budget update.
- Present the preliminary design to Client's management for approval to proceed to Stage 3
- To attend meeting with Client when required.

Stage 3 : Tender Documentation, Evaluation and Recommendation

- To develop M&E services tender drawings base on updated equipment layout plan and updated architectural layout plans with cold rooms, equipment layout and room list, the Client's agreed detailed design or requirement and Authorities' requirements for the proposed scheme.
- Collaborating with and obtaining from the Client, Architect and other professional advisors / consultants the requirement of the Project and the general standard desired.
- Prepare and submit drawings to the Fire Safety Bureau and other relevant Authorities.
- Liaison with the Authorities to obtain approval. Plan fees to Authorities and Registered
- Recommend list of tenderer to be invited and shortlisted for M&E Services tender.

- Prepare drawings, specification and documents for calling of tender by Client.
- Response to tenderer queries during tendering stage.
- Prepare tender questionnaires to the shortlisted tenderers and attend tender interview.
- Prepare tender evaluation recommendations report for Client consideration and approval

Stage 4 : Installation Planning, Monitoring & Final Acceptance Testing

- Assist Client in compilation of tender award and contract documentations.
- Issue of drawings and information to the contractors and relevant parties for construction and general administration of the Project.
- Review and recommend for approval on material, shop drawings and calculation submissions from the contractors.
- General technical inspection of works in progress including site visits and attendance at meetings; as and when necessary; to advise on the general standard and conduct of the works.
- Checking, valuation and certification of progress payment claims submission from contractor.
- Checking and certification of Practical Completion of the works.
- Assist Client in preparation and certification of Final Accounts.
- Certify after 12 months Defects Liability Period.

2.5.4 Completion and handover (Consultant team)

- a. Ensure smooth completion, arrange for all necessary inspections required by any Statutory Authorities and secure timely Temporary Occupation Permit and Certificate of Statutory Completion.
- b. Arrange for all necessary testing and commissioning, which include inspections and prepare all documentation required to facilitate the handing over of the completed Project to the relevant department of the Employer in charge of maintaining the Project.
- c. Inspect and list the defects required to be rectified during the Defects Liability Period (DLP). Conduct regular meetings with contractors, specialists and relevant parties, and record such meetings for all parties to follow up, during the DLP to resolve problems and monitor the progress of the rectification works. Provide additional drawings where necessary and supervise all rectification works during the Defects Liability Period.
- d. Provide, without additional costs and in the format approved by Employer, two (2) sets of print and one (1) electronic copy of the following documentation:-
 - i. "As built" drawings
 - ii. Final design calculations (if any).
 - iii. Approved drawings and documentation from:-
 - (1) Planning Approval
 - (2) Building Plan Approval
 - (3) Structural Plan Approval
 - (4) Fire Safety Plan

e. Operations & Maintenance Manual (OMM), which shall include:-

- (1) User Operation Manual
- (2) Maintenance procedures, include recommended component / consumable replacement schedule
- (3) Manufacturer manuals and catalogues
- (4) Equipments/system furniture specification, colour code
- (5) Detailed description of what was installed, construction / installation methods, and specifications of materials Used
- (6) Name and contact of supplier and contractor, including local agent and manufacturer.
- (7) Testing and commissioning certificates / results.
- (8) Testing certificates by independent bodies, if applicable.
- (9) Warranty certificates stating all terms and exclusions.
- (10) PE endorsement, Authorities and Test Certificates / results.

2.6 All electronic formats shall be in Microsoft Office, Portable Document Format (Adobe Reader PDF) and AutoCad DWG format.

3. Deliverables

3.1 Materials / deliverables required to be submitted by the Consultants team shall include, but not limited to, the following:-

- Full Construction Details & Specification
- All Relevant Authorities Submission
- Projected Timeline
- Tender Documents and Drawings
- Contract Documents and Drawings
- Detailed Cost Estimate for each processing area, i.e. Primary & Secondary processing
- Fortnightly Progress Reports
- Variation Reports
- Final account
- Temporary Occupation Permit / Certificate of Statutory Completion
- Handover Document
- Final design calculations (if any).
- Operations & Maintenance Manual (OMM),

4. Project Schedule

4.1 The project is targeted to be completed by September 2024.

5. Workflow / Layout Design Process

5.1 During the designing process, the consultant is required to attend and actively participate with the S+E Design Consultant's design, planning, and execution process. This includes engagement with PIPL user department representatives, and other relevant personnel to ensure that the workflow and layout of the facilities are thoroughly discussed and considered from an operations standpoint.

6. Design Parameters

- 6.1 As layout by S+E Design Consultants, and all relevant code of practices and standards for Building Services.

7. Technical Requirements

- 7.1 The facility shall comply with the latest revision of the following standards:-
- a. CP5: Code of Practice for Electrical Installation
 - b. All relevant Code of Practice
- 7.2 The facility is a production unit for human consumption food. High standards are required for hygiene, and for veterinararian licenses. The standard of all materials and services to be provided must meet with requiremetns prevailing in food industries.
- 7.3 The concealed electrical power points for the workstations shall be extended from the nearest floor or wall power points. No more than 4 points in ring circuit shall be extended from one power point or each final ring circuit shall not have more than 8 power points so as to minimize tripping of the ELCB from the leaky electronic equipment. A double socket outlet is classified as 2 power points.
- 7.4 All concealed Mechanical and Electrical installation including, but not limited to, water pipe valve, toilet sensor tap, air-conditioning, exhaust fan control panel, shall be provided with access for maintenance. All false ceiling shall be provided with access opening for the future maintenance of lighting, duct, trunking.
- 7.5 All concealed pipe must be mechanically protected against impact or penetration.
- 7.6 The scope of services should include the following deliverables:
- Plan and advise on the internal layout of the public toilets complying safety regulations amongst others to optimize space usage and fulfil all statutory requirements;
 - Complete design of Mechanical Systems (including mechanical ventilation, fire protection system, building management system, sanitary & plumbing, etc.)
 - Complete design of Electrical Systems including but not limited to lighting and power, structured cabling and telecommunication system, etc.
 - The Consultant shall include calculations and Structural Engineer's endorsement and undertaking of all floors loading for any new structural works.

8. Special Requirements

- 8.1 The current facility (abattoir) at 2 Buroh Lane will be operational when the construction works are on-going. As this is a food production facility, all protective and preventive measures must be taken to ensure safety to the personnel working in the facility and the quality of the products within the operational areas.

9. Schedule of Accommodation

9.1 To be determined during process and design planning.

Annex A -Existing Layout

The existing abattoir facility (shown in the red box) will be decommissioned & replaced with the new abattoir & processing facility to be built in the area zoned out in the larger blue box.

Current Abattoir (Red Box)	Proposed New Abattoir cum Processing Facility (Blue Box)
Area: 15,237 m ² Slaughtering capacity: 160 pph Chiller room capacity: Maximum 1,800 pigs	Proposed Area: 17,000 m ² Slaughtering capacity: 350 pph Chiller room capacity: Maximum 3,000 pigs



HANDOVER DOCUMENT

1. The consultant shall ensure the following documents are submitted for approval prior to handing over inspection.
 - a. As-Built drawings (2 sets paper prints in standard AO drawing size and scaled 1:100. 1 set in softcopy)
 - b. Details of what was installed, construction/installation methods and specifications of materials used (2 sets in standard black ring file).
 - c. Details of the Building, M&E equipment inventory list (2 sets in standard black ring file), excluding those covered by S+E Consultants.
 - d. Maintenance and user operating procedures (2 sets in standard black ring file), excluding those covered by S+E Consultants.
 - e. Operational and maintenance manuals (2 sets in standard black ring file) excluding those covered by S+E Consultants.
 - f. Warranty Certificates, PE endorsements, Authorities Approvals, DLP maintenance contracts and Test & Commissioning certificates/results. (Original in standard black ring file), excluding those covered by S+E Consultants.
 - g. All works to follow SATS terms & condition, requirements, and code of practice, set out for all contractors.
 - h. Maintenance for all ACMV, electrical, mechanical, motors, etc equipment during the Defects Liability Period, excluding those covered by S+E Consultants.

LITHOGRAPHY CHARGES

The tenderer is expected to include the charges for Specifications/Drawings/BQ, Document Cover & Binding, Paper Print, Intermediate, Film Polyester, Linen as per of the submitted consultancy fee for this project

CONSULTANCY AGREEMENT

Please refer to attached Annex A – Consultancy Agreement

Annex A

Dated [•]

[PRIMARY INDUSTRIES PTE LTD]

and

[•]

CONSULTANCY AGREEMENT

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This Consultancy Agreement is made on [click here and type date] between:¹

- (1) [insert name of relevant SATS entity]** (Company Registration Number [●]), a company incorporated in Singapore and having its registered office at [●] (the “**Company**”); and
- (2) [Click here and type name]** (Company Registration Number [●]), a company incorporated in Singapore and having its registered office at [●] (the “**Consultant**”).

Whereas the Company has requested and the Consultant has agreed to provide the Services for the Project upon the terms and conditions set out in this Agreement.

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Words and expressions used in this Agreement shall have the meanings set out in Schedule 1 unless the context requires otherwise or is otherwise expressly stated herein.
- 1.2 The Schedules attached hereto form part of this Agreement.

2. APPOINTMENT OF CONSULTANT AND SCOPE OF SERVICES

- 2.1 The Company hereby appoints the Consultant as its consultant for the Project and the Consultant hereby accepts the appointment to provide the Services upon the terms and conditions contained in this Agreement.
- 2.2 The scope of the Services to be provided by the Consultant under this Agreement includes:
 - (a) services not expressly indicated in this Agreement, but which are reasonably inferable therefrom, or consistent therewith; and
 - (b) services relating to the Project which are customarily provided in accordance with generally accepted similar practices in Singapore, if any, to the extent that such services are not otherwise covered elsewhere in this Agreement,

and such services shall be performed by the Consultant without any increase in the fee set out in Schedule 3.

- 2.3 For the avoidance of doubt, notwithstanding the date of this Agreement, it shall have effect as if it had executed upon the date that the Consultant first performed any Services in relation to the Project and accordingly the rights, duties and obligations contained in this Agreement shall be deemed to have applied to the carrying out of any of the Services prior to the date of this Agreement.
- 2.4 Nothing in this Agreement shall grant to either Party any right to make commitments of any kind for and on behalf of the other Party save as otherwise expressly set out herein. The Parties agree that the Consultant is and shall in the performance of the Services under this Agreement remain an independent contractor and nothing in this Agreement shall in any manner whatsoever render the Consultant a partner or an agent or joint venturer of the Company and neither Party shall hold itself out as a partner or an agent or a joint venturer of the other Party for any purpose.

¹ Please note that the relevant Key Contract Terms have been highlighted in this Agreement.

3. DURATION OF APPOINTMENT AND COMPLETION OF SERVICES

- 3.1 The duration of appointment of the Consultant under this Agreement shall commence from the Commencement Date and shall continue until the Completion Date or such extended date pursuant to Clause 3.4 or earlier termination of this Agreement in accordance with Clauses 13 or 18.
- 3.2 The Consultant shall provide the Company the Services for the duration of this Agreement in accordance with the requirements stated in this Agreement. Any deviation in the performance of the Consultant's duties from this Agreement shall only be made with the prior written consent of the Company.
- 3.3 The Consultant shall be responsible for procuring and maintaining, as from the Commencement Date and for the duration of this Agreement and at its cost and expense, all licences, approvals and permits as may be required by Law for the performance of the Services.
- 3.4 The duration of the appointment of the Consultant and the Completion Date may be extended at the option of the Company by such reasonable time that the Company deems appropriate if:
- (a) any requisite approvals in respect of the Project and/or Services are granted late resulting in a delay in the completion of the Project and/or Services;
 - (b) any change in the Law or any additional or modified requirements or approvals that have been imposed by the Competent Authorities;
 - (c) the Consultant agrees to perform any Additional Services pursuant to Clause 4; and/or
 - (d) the Parties mutually agree in writing to such extension.

4. ADDITIONAL SERVICES

- 4.1 The Company may from time to time request that the Consultant provide and perform Additional Services for the Company. The Consultant will use its best efforts to accommodate the Company's request and shall discuss in good faith with the Company the terms and conditions for the provision and performance of such Additional Services. The Parties will execute an addendum to this Agreement for such Additional Services.
- 4.2 Subject to Clause 2, Additional Services shall mean:
- (a) any services which may become necessary or desirable due to changes in the Law or in the requirements imposed by the Competent Authorities, which changes could not have been reasonably contemplated by either Party as at the date of this Agreement; and;
 - (b) any services for changes, improvements or modifications to the scope of Services as set out in Schedule 2.

4.3 In the event that the Consultant performs any Additional Services for the Company, all terms and conditions governing the provision of the Services under this Agreement shall similarly apply to the provision of the Additional Services *mutatis mutandis*.

5. REPRESENTATIONS & WARRANTIES²

5.1 The Consultant undertakes, represents and warrants that:

- (a) this Agreement is enforceable against the Consultant in accordance with its terms and conditions and that any and all corporate and governmental approvals, consents, licenses and permits required for the Consultant to validly enter into and perform its obligations under this Agreement have been obtained and will continue in force for the duration of this Agreement;
- (b) the execution and delivery of, and performance by the Consultant of its obligations under this Agreement will not result in a breach of, or constitute a default under, any agreement or licence to which it is a party or by which it is bound and which is material in the context of the transactions contemplated by this Agreement;
- (c) the Consultant shall exercise all utmost skill, care and diligence in accordance with the highest industry practice;
- (d) [the Consultant shall be fully responsible for preparing, developing and co-ordinating all such design necessary to enable the Project to be constructed and/or be fully operational in accordance with the Project and/or the Company's requirements and shall be fully responsible for the adequacy and fitness of its designs for their intended purposes;]
- (e) the Consultant shall comply with the directions and/or instructions of the Company and the Company's Supervisor;
- (f) the Consultant possesses and shall continue to possess at all times for the duration of this Agreement all expertise, resources, knowledge and skills required for the due and proper performance of the Services in accordance with this Agreement;
- (g) each of the Consultant's Personnel is competent, properly qualified and possesses the relevant experience;
- (h) the Consultant shall take all steps necessary to ensure the expeditious and proper execution of the Services. Without limiting the generality of the foregoing, the Consultant shall not authorise any modification or work involving additional cost or time without the prior written approval of the Company. [This shall apply to both the design and construction phases of the Project];
- (i) the Consultant shall carry out its duties under this Agreement in close collaboration with any other consultants appointed by the Company and when reviews or reports are called for, the Consultant shall provide the same;
- (j) all Services provided under this Agreement shall at all times be performed in accordance with the Standards and to the satisfaction of the Company, and shall be free from any defect, deficiency or flaw or any other failure or fault;

- (k) the Consultant, the Consultant's Personnel and any other person responsible for providing and performing the Services will at all times duly comply with the Law and with any and all relevant codes of practice and standards and the requirements and regulations of the Competent Authorities;
 - (l) the Consultant possesses all necessary and applicable licences, permits and adequate insurance coverage as required by the Company, and will obtain the same at no cost to the Company;
 - (m) the Consultant shall conform in every respect with such safety and security rules and regulations as the Company may prescribe in connection with entering onto or remaining at the Premises;
 - (n) the Consultant shall obtain and maintain at all times for the Company all necessary licences of Intellectual Property Rights so as to enable the Company to use and operate any third party proprietary matter required under this Agreement, without infringing any third party rights;
 - (o) the Consultant has good title to and rights in all deliverables, if any, without any encumbrances and has the right to transfer the same to the Company;
 - (p) the Consultant shall comply with all applicable safety and health regulations as required by Law [and, without prejudice to the generality of the foregoing, perform all duties required of the Consultant under the Workplace Safety and Health Act 2006];
 - (q) the Consultant shall at all times duly comply with the terms of the Supplier Code of Conduct;
 - (r) the Consultant shall no later than the Commencement Date, provide the Company with the particulars (including the name, address, nationality, passport number, work permit number, contact number and relevant experience) of each person comprising the Consultant's Personnel for the time being and such other information and with such detail as the Company may from time to time require. In this connection, the Consultant will propose the minimum staff (stating full or part-time and whether based in Singapore or overseas) to commit throughout the Project;
 - (s) the Consultant shall not change any of the Consultant's Personnel or appoint replacements of any of them without the prior written approval of the Company;
 - (t) should any of the Consultant's Personnel resign, the Consultant shall find a suitable replacement within fourteen (14) days from the date of resignation of such personnel; and
 - (u) the Consultant shall as and when directed by the Company's Supervisor replace any of the Consultant's Personnel with such other person as is acceptable to the Company.
- 5.2 The undertakings, representations and warranties in this Clause 5 shall be separate and independent and shall not be limited by reference to any other sub-clause of Clause 5.1 or by anything in this Agreement.

6. SECURITY DEPOSIT

- 6.1 The Consultant shall, no later than the Commencement Date, pay the Company an amount equal to \$[•] (the “**Security Deposit**”), or in lieu of such payment, provide the Company with a banker's guarantee issued by a bank approved by, and on such terms and conditions as may be prescribed by, the Company.
- 6.2 Any payment pursuant to Clause 6.1 shall constitute security for the payment of any sum due and payable to the Company from the Consultant as liquidated damages, compensation or otherwise, and the Company shall be entitled to retain the amount of such payment until the expiry or earlier termination of this Agreement, and may utilise at any time the whole or any part of such payment in payment of any sum due to the Company from the Consultant. The Company shall not be required to pay any interest on the Security Deposit. In any event, nothing herein shall be construed as in any way limiting the Company's right of recovery against the Consultant to the amount of the Security Deposit.
- 6.3 In the event that the Consultant provides the Company with a banker's guarantee in lieu of paying the Company the amount of the Security Deposit:
- the Company may, but shall not be obliged to, invoke the banker's guarantee and recover therefrom in respect of any sum due and payable to the Company from the Consultant, without prejudice to any other right or remedy which may be available to the Company whether under this Agreement or at law; and
- without prejudice to the Company's rights to prescribe any other term or condition under Clause 6.1, the Consultant shall procure that the date specified in such banker's guarantee as the “expiry date” is successively extended so that demands under the banker's guarantee can continue to be validly made by the Company and honoured by the issuing bank at any time throughout the period from the date of issuance of such banker's guarantee up to the expiry of the term of this Agreement.
- 6.4 The Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate at any time after the Consultant neglects or fails in any way to observe, carry out, fulfil or discharge any of its obligations under this Agreement or any representation or warranty by the Consultant under this Agreement is or becomes untrue or incorrect or is breached in any respect. Without prejudice to the foregoing, in the event that the Consultant shall neglect or fail in any way to observe, carry out, fulfil or discharge any of its obligations under Clause 6.3(b), the Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate and to retain any and all amounts paid by the issuing bank under the banker's guarantee until the Consultant shall have discharged and performed all its obligations under this Agreement, and to utilise such amounts at any time to settle any sum due from the Consultant to the Company in connection with this Agreement.
- 6.5 Any demand made by the Company under the banker's guarantee and any payment received by the Company thereunder shall not preclude, affect or restrict the exercise of any rights by the Company under this Agreement or any legal remedy or relief to which the Company is entitled arising from any breach of the Consultant or any matter or event in respect of or pursuant to which the demand is made and any sum received by the Company as payment under the banker's guarantee shall be applied by the Company towards any sum due or payable by the Consultant to the Company (whether as damages or otherwise).

7. CONSULTANT'S FEES

7.1 In consideration of the Consultant's provision of the Services to the Company, the Company agrees to pay the Consultant the fees in accordance with Schedule 3.

7.2 The Consultant shall be entitled to submit its payment invoices upon the successful completion or conclusion of the stages referred to in Schedule 3.

7.3 Each payment invoice submitted by the Consultant shall:

- (a) show in detail the amounts to which the Consultant considers himself to be entitled; and
- (b) be accompanied by all supporting documentation and information to substantiate the amounts claimed.

7.4 If the Company does not dispute the amount claimed by the Consultant under a payment invoice, the Company shall within [●] days of the Consultant's submission of its payment invoice, pay the Consultant all sums properly due under such payment invoice.

7.5 If the Company disputes the amount claimed by the Consultant under a payment invoice, the Company shall within [●] days of the Consultant's submission of such payment invoice respond in writing to the Consultant which response shall:

- (a) state the amount that the Company proposes to pay (the "**Response Amount**"); and
- (b) include all supporting reasons if payment is withheld or if the amount which the Company proposes to pay is less than the amount claimed in the Consultant's payment invoice,

in which event the Consultant shall, following the issuance of the Company's response, deliver to the Company a revised payment invoice for the Response Amount, after which the Company shall within [●] days of the receipt of such revised invoice pay the Consultant the Response Amount.

7.6 In the event of failure by the Company to make payment to the Consultant in accordance with this Clause 7, the Company shall pay to the Consultant interest, calculated simple, for each day on which any payment is overdue and paid at a rate equivalent to [●] per annum.

7.7 If the Consultant submits a payment invoice before the time stipulated in Clause 7.2 and Schedule 3 for the submission of that payment invoice, such early submission shall not require the Company to make payment under Clause 7.4 or Clause 7.5 or issue its response in respect of that payment invoice under Clause 7.5 earlier than would have been the case had the Consultant submitted its payment invoice in accordance with Clause 7.2 and Schedule 3.

7.8 The Company shall bear and pay to the Consultant all goods and services tax imposed or levied in respect of the provision of the Services. Save as expressly provided in this Clause 7.8, the Company shall not be liable for any other tax, duty, levy, rate or charge whatsoever due and payable in respect of the Consultant's provision of the Services under this Agreement. All such other tax, duty, levy, rate or charge, including without limitation any withholding tax payable as a result of or in connection with this Agreement, shall be borne by the Consultant. The Company shall pay to the Consultant all amounts due under

this Agreement net of any withholding tax (if applicable), and shall be permitted and entitled, if required in compliance with applicable laws or regulations, to withhold or deduct from the amounts payable to the Consultant under this Agreement such taxes, withholdings and/or deductions.

- 7.9 Save as otherwise expressly provided in this Clause 7 or as mutually agreed in writing between the Parties from time to time, the Consultant shall not be entitled to any fee, remuneration, payment, reimbursement, indemnity or compensation from the Company in connection with the performance and discharge by the Consultant of its obligations under this Agreement.
- 7.10 The Company may, to the extent permitted by law, deduct from or set-off any amount due and payable to the Consultant from the Company against any payment or sum due and payable to the Company and/or any of its Affiliates from the Consultant, whether under this Agreement or otherwise and whether as damages or otherwise.

8. REMEDIES FOR DEFECTS & NON-CONFORMING SERVICES

- 8.1 If any of the Services required to be performed by the Consultant under this Agreement is or are not performed, or performed incompletely or otherwise than in accordance with this Agreement ("**Non-Conforming Services**"), the Company shall not be required to pay the Consultant the fees for those Non-Conforming Services, and:
- (a) the Company may, at its sole discretion, and in addition to any other rights of the Company under this Agreement or at law:
 - (i) by written notice to the Consultant, require the Consultant to re-execute, rectify or remedy the Non-Conforming Services to the satisfaction of the Company at the Consultant's own cost and expense within [●] days of the Consultant's receipt of the said written notice; and/or
 - (ii) take such action and make such arrangements as it otherwise thinks appropriate to rectify or remedy the failure, including engaging any other person(s) to provide and complete those Non-Conforming Services by such means and in such manner as the Company may consider appropriate in the circumstances; and
 - (b) the Consultant shall pay the Company on demand the total of the amount by which the total of the costs and expenses incurred by the Company as a consequence exceeds the total fees which would otherwise have been payable by the Company to the Consultant for the performance of the Services which are Non-Conforming Services.
- 8.2 In addition to the foregoing, the Company shall be entitled in its sole discretion to require the Consultant to refund to the Company any fees that may have been paid in advance by the Company to the Consultant pursuant to Clause 7 for any Services contemplated to be provided by the Consultant for the remaining term of this Agreement.
- 8.3 Any amounts payable by the Consultant to the Company pursuant to Clauses 8.1 and 8.2 shall be recoverable as a debt due from the Consultant to the Company, and without limiting the generality of Clause 7.10, may at the Company's election be deducted from and set-off against any amount due from the Company to the Consultant.
- 8.4 The duties, liabilities and obligations of the Consultant under this Agreement shall not be deemed waived, released or relieved by the Company's Supervisor's inspection of, review of, approval or acceptance of, or payments to the Consultant for the Services, or any part
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thereof.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 [The Company shall at all times own all Intellectual Property Rights which belonged to it prior to the date of this Agreement (“**Pre-Existing IP**”) and all Intellectual Property Rights which it develops during the course of this Agreement, including without limitation any enhancements, modifications or adaptations made to such Pre-Existing IP.³
- 9.2 All Intellectual Property Rights in respect of materials produced or developed, whether jointly with the Company or otherwise solely by the Consultant, in the performance or in relation to the Services shall vest in and be the sole and exclusive property of the Company, who shall have the absolute right to assign the Intellectual Property Rights to any third party. The Consultant shall use such materials solely in connection with work relating to the Services to be performed by the Consultant under this Agreement and shall not disclose, modify, divulge, release or sell to any other persons or otherwise deal with the same without the Company’s or its assignee’s prior consent in writing.]
- 9.3 The Consultant represents, warrants and undertakes to the Company as follows:
- (a) Any and all materials or documents supplied by the Consultant in relation to the Services do not infringe any Intellectual Property Rights of whatever nature of any third party; and
 - (b) Notwithstanding the above, the Consultant shall fully and effectively indemnify the Company against all Intellectual Property Rights infringement claims including any costs, charges and expenses in respect thereof.
- 9.4 For avoidance of doubt, no Party shall have the right to use the name or logo of the other Party without that Party’s prior written consent subject always to any conditions that may be attached to such consent.

10. INFORMATION BY THE COMPANY / COMPANY’S SUPERVISOR

- 10.1 The Company shall provide to the Consultant all relevant data, instructions and information as shall be reasonably required to enable the Consultant to carry out its duties under this Agreement.
- 10.2 The Company’s Supervisor shall be responsible for managing and overseeing the provision and performance of the Services on behalf of the Company on a day-to-day basis. The Company’s Supervisor shall not have any authority to agree to any amendment or revision to any term of this Agreement. Save as aforesaid, the Consultant shall accept and execute any request, direction and/or instruction made or given by or on behalf of the Company’s Supervisor in connection with the Services, and any such request, direction and/or instruction made or given by the Company’s Supervisor shall be deemed to have been made or given to the Consultant by the Company.
- 10.3 The Company’s Supervisor shall at all reasonable times have access to the offices and such other places of the Consultant where the Services are being provided and performed.

11. INDEMNITY AND LIABILITY

11.1 The Consultant shall indemnify the Company and its Affiliates against all claims, liabilities, expenses, costs, loss or damage of whatever nature (including legal costs on a full indemnity basis) brought against, suffered or incurred by the Company arising out of or in connection with this Agreement or the Consultant's performance or purported performance of or failure to perform the Services, including without prejudice to the generality of the foregoing:

- (a) any breach of any term of this Agreement by the Consultant;
- (b) any death of and injury to any person and loss of or damage to any property;
- (c) any statement, act, omission, fraud, misconduct, negligence or default whatsoever of the Consultant or the Consultant's Personnel (which the Consultant agrees it shall be fully and solely liable and responsible for); and
- (d) any enforcement or attempted enforcement by the Company of its rights or remedies against the Consultant,

save and to the extent attributable to any wilful default or gross negligence on part of the Company.

11.2 The Company shall have no responsibility (whether to the Consultant or otherwise) in respect of any indirect, consequential, special or punitive losses, any loss of anticipated revenue, profit, use, anticipated savings, goodwill, reputation, or business contracts, or any other form of pure economic loss suffered by the Consultant as a result of, or in connection with, any claims brought against the Consultant by any third party, howsoever arising (whether in contract, tort or otherwise) and even if the Company had been advised of the possibility or likelihood of the same.

11.3 Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary contained in this Agreement, the aggregate liability of the Company arising out of or in connection with this Agreement shall not exceed the sum of [Two] times the total fees payable by the Company to the Consultant under this Agreement.

12. INSURANCE

12.1 Without prejudice to or limiting the Consultant's obligations under Clause 11, the Consultant shall effect and maintain at its sole cost, at all times throughout the duration of this Agreement, such insurances as the Company may reasonably require and/or as may otherwise be necessary in accordance with industry and/or best practice standards.

12.2 The Consultant shall provide the Company with a certificate issued by the Consultant's insurer evidencing all the insurance coverage in Clause 12.1 prior to the Commencement Date. The certificate shall state, *inter alia*, the following:

- (a) the Company shall be given not less than thirty (30) days' prior written notice of any change restricting or reducing insurance coverage or the cancellation of any insurance coverage; and
- (b) the insurer unconditionally waives all subrogation rights it may have against the Company and its Affiliates.

12.3 The Consultant shall, whenever required, produce for the Company's inspection the policy

or policies of insurance and the receipts for payment of the current premiums.

12.4 If the Consultant fails upon request to produce to the Company satisfactory evidence that there is in force any of the insurances required under Clause 12.1 at any time, then and in any such case the Company:

- (a) may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid from any moneys due or which may become due to the Consultant or recover the same as a debt due from the Consultant; or
- (b) will be entitled at its absolute discretion to withhold all payments which would otherwise be due to the Consultant under this Agreement until such evidence has been produced to the Company.

13. TERMINATION

13.1 Subject to earlier termination provisions in Clauses 13 and 18, this Agreement shall terminate automatically on the Completion Date or such extended date pursuant to Clause 3.4

13.2 Without prejudice to any other right or remedy the Company may have against the Consultant, the Company may by notice in writing terminate this Agreement forthwith if any of the following shall occur:

- (a) the Consultant assigns or sub-contracts the Contract any portion thereof without the written permission of the Company;
- (b) in the Company's opinion, the Consultant is incompetent, commits any act of gross or persistent misconduct and/or neglects or omits to perform the Services or any of its duties or obligations under this Agreement;
- (c) the Consultant fails or refuses after written warning from the Company to carry out the Services or the duties reasonably and properly required of the Consultant under this Agreement;
- (d) the Consultant provides the Company with any false or misleading information with regard to the Consultant's ability to perform the Services; and/or
- (e) the Consultant did or intends to do anything which brings or might reasonably be expected to bring the Company into disrepute or otherwise damage other contractors, employees, agents, customers, other business associates or the general public (including, but not limited to, committing an act of fraud or dishonesty whether or not connected with the provision of the Services).

13.3 Without prejudice to the aforesaid, either Party may terminate this Agreement forthwith by notice in writing to the other Party:

- (a) if the other Party commits a material breach of any of the terms of this Agreement that is capable of remedy but is not remedied within [14] days of receipt of a written notice from the innocent Party identifying the breach and requiring its remedy;
- (b) upon the insolvency, winding up or presentation of a bankruptcy application or other insolvency application against the other Party, or a court of competent jurisdiction makes an order, or a resolution is passed, for the winding up,

dissolution or judicial management or administration of that Party otherwise than in the course of a reorganisation, merger, amalgamation or restructuring;

- (c) if any attachment, sequestration, distress, execution or other legal process is levied, enforced or instituted against the assets of the other Party, or a liquidator, judicial manager, receiver, administrator, trustee-in-bankruptcy, custodian or other similar officer has been appointed (or a petition for the appointment of such officer has been presented) in respect of any assets of that Party;
 - (d) if the other Party convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors;
 - (e) if the other Party ceases, or threatens to cease, to carry on business or becomes insolvent or admits in writing its inability to pay its debts when due;
 - (f) if the other Party offers, gives or agrees to give, or has offered, given or agreed to give, to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement;
 - (g) if the other Party shows or forbears to show favour to any person in relation to any agreement with the innocent Party, or if similar acts shall have been done by any person employed by the other Party or acting on its behalf (whether with or without the knowledge of that Party); and/or
 - (h) if, in relation to any agreement with the innocent Party, the other Party or any person employed by it or acting on its behalf commits any offence under the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241), or abets or attempts to commit such an offence, or gives any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act.
- 13.4 Notwithstanding any other provision in this Agreement, the Company shall be entitled to terminate this Agreement without cause and without any liability whatsoever to the Consultant at any time by providing the Consultant with **[30 days]** written notice.
- 13.5 On the termination of this Agreement, the Consultant shall forthwith, unless otherwise expressly directed in writing by the Company's Supervisor:
- (a) remove its property that has not been retained by the Company as well as its personnel on the Premises;
 - (b) hand over all documents, materials and technical data prepared by and/or received by the Consultant pursuant to and for use under this Agreement. The Consultant shall not be entitled to any further payment in respect of such documents, materials and technical data; and
 - (c) render such assistance to the incoming consultant appointed or to be appointed for the completion of Services in place of the Consultant to enable the replacement consultant to effectively take over the completion of the Services.
- 12.5A [Notwithstanding any dispute whatsoever between the Company and the Consultant arising out of or in connection with this Agreement, upon the termination of the appointment of the Consultant under this Agreement, the Consultant shall forthwith deliver to the Company:
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- (a) a letter of release stating its unconditional consent to the appointment of a replacement professional architectural consultant for this Project by the Company; and
 - (b) all original or certified true copies of drawings, plans, specifications and/or other documents prepared by the Consultant for the Project and which are required by the Company for the construction and completion of the Project.]⁴
- 13.6 If this Agreement is terminated before the due completion of all the Services, then subject to the Consultant having fulfilled all its obligations under the terms of this Agreement (to the extent that they may be fulfilled) and without prejudice to any sums which are payable by the Consultant to the Company pursuant to any term of this Agreement, the Company shall pay the Consultant, on a *quantum meruit* basis, for all work done in relation to the Services up to the date of such termination as closely as possible in accordance with the terms set out in Schedule 3, PROVIDED THAT the amount of such payment(s) aggregated with all other payment(s) made by the Company to the Consultant pursuant to the terms of this Agreement shall not exceed the total of the fees payable under Clause 7.
- 13.7 Nothing in this Agreement shall prejudice the rights and obligations of the Company which have been accrued prior to the expiry or termination of this Agreement or preclude the Company from claiming against the Consultant in respect of any loss or damage arising from or incurred as a result of any breach of any of the provisions of this Agreement occurring prior to or on the expiry or termination of this Agreement.
- 13.8 The right of termination conferred by this Clause 13 is in addition to and not in derogation of any other right of termination conferred under any other provision of this Agreement.

14. ASSIGNMENT

- 14.1 The Consultant shall not assign, novate, delegate or transfer its rights or benefits and/or obligations under the terms of this Agreement to any third party without the prior written consent of the Company.
- 14.2 The Company shall be entitled to:
- (a) assign its rights and benefits under the terms of this Agreement to any of its Affiliates; and
 - (b) novate its duties and obligations under the terms of this Agreement to any of its Affiliates, which novation the Consultant hereby consents to.
- 14.3 Further, notwithstanding any consent given by the Company for any assignment, novation, delegation or transfer of Consultant's rights or benefits and/or obligations under the terms of this Agreement, the Consultant shall remain solely responsible to the Company for observing and complying with and the due performance of all the duties, obligations, undertakings, warranties and covenants of the Consultant set out in this Agreement.

15. NON-EXCLUSIVITY & NON-SOLICITATION

- 15.1 The Consultant acknowledges and agrees that it may not be the exclusive provider of the Services to the Company and the Company may procure the Services or services similar

to the Services from or otherwise conduct business with other parties who may be in competition, whether directly or indirectly, with the Consultant.

- 15.2 For the duration of this Agreement and for an additional term of [2 years] following the expiry or earlier termination of this Agreement, the Consultant agrees not to induce or attempt to induce any person who is an employee of the Company and who is or was involved in the performance of this Agreement to terminate his or her employment with the Company.

16. CHANGE OF CONTROL

In the event there is any proposed change in the ownership or shareholding of the Consultant, the Consultant shall seek the Company's prior written consent prior to such change.

17. PERSONAL DATA

- 17.1 In this Clause, "**Personal Data**" means all data which is defined to be "personal data" under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("**PDPA**") and/or other applicable data protection laws (together with the PDPA, "**Applicable Data Protection Laws**") which are collected, processed, disclosed and/or used by any Party for any purpose arising out of or in connection with this Agreement, and includes all information which identifies or which relates to an individual, whether true or not, in any form, disclosed, furnished or made available directly or indirectly to the Consultant and/or its permitted subcontractors by or on behalf of the Company or otherwise received or obtained by the Consultant and/or its permitted subcontractors pursuant to or by virtue of this Agreement.

- 17.2 Each of the Company and the Consultant shall, in its collection, processing, disclosure or other use of Personal Data adhere to the requirements of the PDPA and other Applicable Data Protection Laws. Without prejudice to the generality of the foregoing, each Party shall, where required and in the manner required by any Applicable Data Protection Laws:

17.2.1 use Personal Data only for purposes which would be considered appropriate by a reasonable person in the circumstances and only after notifying such purposes and obtaining the consent of the individual to whom the Personal Data relates ("**Subject Individual**");

17.2.2 ensure that its personnel who are authorized to collect, process, disclose and/or use Personal Data are under appropriate and legally enforceable confidentiality obligations;

17.2.3 provide Subject Individuals with access to their Personal Data and the ability to correct such Personal Data upon request along with their other rights under Applicable Data Protection Laws and promptly notify the other Party upon receipt of any such request from Subject Individuals seeking to exercise such rights ;

17.2.4 use reasonable efforts to ensure the accuracy of Personal Data;

17.2.5 institute reasonable technical and organizational security arrangements to protect the Personal Data from unauthorised access and similar risks;

17.2.6. securely destroy the Personal Data where it is no longer required; and

17.2.7 not transfer any Personal Data outside Singapore without the prior written consent of the other Party, and if consent is given, to transfer Personal Data outside Singapore only in accordance with the requirements in the PDPA.

Each Party shall return or destroy Personal Data provided to it by the other forthwith upon being required to do so by the other or immediately without request upon the expiry or earlier termination of this Agreement, save that a Party may nonetheless retain Personal Data if such retention is necessary for its business or legal purposes (including without limitation compliance, audit or regulatory purposes).

17.3 In this Clause, "**Personal Data**" means all data which is defined to be "personal data" under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("**PDPA**") and/or other applicable data protection laws, including but not limited to Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**") (together with the PDPA and GDPR, "**Applicable Data Protection Laws**") which are collected, processed, disclosed and/or used by any Party for any purpose arising out of or in connection with this Agreement, and includes all information which identifies or which relates to an individual, whether true or not, in any form, disclosed, furnished or made available directly or indirectly to the Consultant by or on behalf of the Company or otherwise received or obtained by the Consultant pursuant to or by virtue of this Agreement.

17.4 The Consultant represents, warrants, undertakes and agrees as follows:

17.4.1 The Consultant shall, in its collection, processing, disclosure or other use of Personal Data for the Company, adhere to the requirements of the PDPA, other Applicable Data Protection Laws and this Clause; and

17.4.2 The Consultant shall be liable for its use and processing of the Personal Data and undertakes to fully indemnify the Company in respect of any penalties (including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority), liabilities, claims, demands, costs, legal fees (solicitor-client basis), losses and damages as a result of any breach of the Consultant's obligations under this Clause or the Consultant's fault or negligence in performing these obligations, or any act or omission of the Consultant or any of its officers, employees, advisors, agents and representatives which results in the Company breaching the PDPA and/or other Applicable Data Protection Laws.

17.4.3 Without prejudice to the generality of the foregoing, the Consultant shall:

- (i) disclose, process, store and use the Personal Data only for the purpose of performing its obligations under this Agreement or otherwise in any documented instructions which the Consultant may receive from the Company from time to time, except where required under Applicable Data Protection Laws, in which case, the Consultant shall notify the Company of such disclosure, processing or storage unless prohibited by any Applicable Data Protection Laws;

- (ii) allow access to the Personal Data to the Consultant's personnel strictly on a 'need to know' basis provided that they agree to comply with the terms of this Agreement, and ensure that such personnel are bound by substantially similar confidentiality obligations as those set out in this Agreement;
- (iii) comply with all of the Company's security policies, standards, requirements and specifications, as notified to the Consultant by the Company in writing from time to time, with respect to safeguarding or dealing with Personal Data;
- (iv) institute and maintain technical and organizational safeguards and measures in accordance with Appendix to Schedule 3 against the unauthorised access, processing, use, or disclosure of or accidental loss or destruction of, or damage to, Personal Data, including without limitation, the (A) maintenance of the security and confidentiality of the Personal Data; and (B) protection against reasonably anticipated threats or hazards to the security or integrity of the Personal Data;
- (v) not retain the Personal Data longer than is necessary for the performance of its obligations under this Agreement, and in any event no longer than such period as permitted by Applicable Data Protection Laws or such other period as may be prescribed by the Company (as the case may be) ("**Retention Period**");
- (vi) promptly return, delete or destroy the Personal Data forthwith upon being required by the Company, or upon the expiry of the Retention Period. The Consultant shall promptly confirm at the Company's request that its obligations herein in respect of the return, deletion and destruction of Personal Data are complied with, and in addition shall notify the Company within ten (10) calendar days of the deletion of any Personal Data in accordance with this Clause;
- (vii) not modify, alter, delete, publish or disclose any Personal Data to any third party (including subcontractors), nor allow any third party (including subcontractors) to process such Personal Data on the Consultant's behalf immediately without request upon the expiry or earlier termination of this Agreement; not store in or
- (viii) transfer any Personal Data to any country outside of Singapore, nor process or allow processing or access to Personal Data from outside of Singapore without the prior written consent of the Company, and if consent is given, to transfer Personal Data outside Singapore only in accordance with the Applicable Data Protection Laws and Schedule 3 of this Agreement; and
- (ix) comply with all of the provisions set out in **Schedule 3**.

18. FORCE MAJEURE

- 18.1 For the purpose of this Agreement, the term “**Force Majeure**” shall mean any supervening event beyond any Party's reasonable control, the occurrence and the effect of which the affected Party is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of such affected Party, including, without limitation, terrorist attacks, war, strikes, industrial action short of a strike, lockouts, accidents, fire, blockage, import or export embargo, natural catastrophes, law, judgment, order, decree, interruption or failure of utility services and/or IT systems including but not limited to electric power, gas, water or telephone service, failure of transportation of any personnel, equipment or machinery required by any Party for the performance of this Agreement or breach of contract by any essential personnel or outbreak of epidemics and infectious diseases such as severe acute respiratory syndrome, avian flu, plagues, quarantine restrictions or restriction against entry into any country where supplies are being obtained or delivered.
- 18.2 Neither Party shall be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing or observing, or any failure to perform or observe, any of its obligations under this Agreement, if the delay or failure was due to a Force Majeure Provided that such affected Party shall immediately give written notice of this to the other Party, specifying the particulars of the Force Majeure, the extent to which the affected Party is unable to discharge or perform its obligations, the reasons for the inability of the affected Party to perform or discharge its obligations, and the estimated period during which the affected Party is unable to perform and discharge its obligations, and shall promptly take and continue to take all action within its powers to minimise the duration and effect of the Force Majeure on the affected Party
- 18.3 If the Force Majeure continues for more than **[30 days]**, the Company shall (irrespective of whether such affected Party is the Company or the Consultant) have the option to terminate this Agreement by giving **[30 days]** written notice to Consultant.

19. CONFIDENTIALITY

- 19.1 The Consultant acknowledges that all information relating to the Company and/or its operations are confidential and belong to the Company. The Consultant shall maintain and cause to be maintained the confidentiality of all such information, and shall not without the prior written consent of the Company, copy or use or disclose any such information whether during or after the expiry or termination of this Agreement to any person save and to the extent that such use or disclosure is necessary:
- (a) for the discharge of the Consultant's obligations under this Agreement; or
 - (b) for financial reporting purposes of the Consultant; or
 - (c) to comply with statutory or regulatory requirements (including the requirements of any stock exchange) in Singapore; or
 - (d) in the prosecution or defence of any legal action in any court of law or pursuant to any order of court.
- 19.2 Notwithstanding the above, the Consultant shall not disclose any of the confidential information referred to above in this Clause 19 to any of the Consultant's Personnel unless and until the Consultant has placed such Consultant's Personnel under undertakings of confidentiality and containing similar conditions provided in Clause 19.1, and the Consultant in any event undertakes full responsibility for the maintenance and preservation of the confidentiality of any confidential information disclosed by the Consultant to the Consultant's Personnel and the due compliance by such Consultant's Personnel of the conditions of such undertakings to the same extent as if they were

undertaken by the Consultant.

- 19.3 Clause 19.1 shall not apply to any confidential information which at the time it is disclosed, made available or otherwise provided by the Company, is in the public domain, and shall cease to apply to any information which subsequently becomes publicly available otherwise than as a consequence of any breach of Clause 19.1.
- 19.4 Notwithstanding the termination or expiry of this Agreement for whatever reason, the obligations and restrictions in this Clause 19 shall [survive the termination or expiry of this Agreement without limit in point of time/be valid for a period of [three (3)] years from the termination or expiry of this Agreement⁵].

20. CONFLICTS OF INTEREST

The Consultant warrants that during the continuance of this Agreement, it will not perform any services or do anything which would conflict with its obligations hereunder nor will the Consultant do any act which either directly or indirectly might give rise to a conflict of interest provided that nothing in this Clause 20 will prevent the Consultant from carrying out its normal business activities on behalf of itself or any other party where no such conflict exists.

21. NOTICES

- 21.1 Any notice or other communication to be given by one Party to the other under, or in connection with this Agreement shall be in writing and signed by or on behalf of the Party giving it. It shall be served by sending it by fax to the number set out in Clause 21.2 or delivering it by hand or sending it by pre-paid post, to the address set out in Clause 21.2, and in each case marked for the attention of the relevant party set out in Clause 21.2 (or as otherwise notified from time to time in accordance with the provisions of this Clause 21). Any notice so served by hand, fax or post shall be deemed to have been duly given:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of fax, at the time of successful transmission; and
- (c) in the case of post, on the second business day after the date of posting (if sent by local mail) and on the seventh business day after the date of posting (if sent by air mail),

provided that in each case where delivery by hand or by fax occurs after 6 p.m. on a business day or on a day which is not a business day, service shall be deemed to occur at 9 a.m. on the following business day.

References to time in this clause are to Singapore time. For the purposes of this Clause 21, "**business day**" shall mean a day other than a Saturday, Sunday or a gazetted public holiday in Singapore.

- 21.2 The addresses and fax numbers of the Parties for the purpose of Clause 21.1 are as follows:

Company

Address: SATS Inflight Catering Centre 1, 20 Airport Boulevard, Singapore 819659

For the attention of: [Please insert name of relevant person]

Consultant

Address: [•]

For the attention of: [Please insert name of relevant person]

- 21.3 A Party may notify the other Party of a change to its name, relevant addressee, address or fax number for the purposes of Clause 21.2, provided that, such notice shall only be effective on:
- (a) the date specified in the notice as the date on which the change is to take place; or
 - (b) if no date is specified or the date specified is less than 2 business days after the date on which notice is given, the date following 2 business days after notice of any change has been given.

22. DISPUTE RESOLUTION

- 22.1 Any dispute, controversy or disagreement arising out of or relating to this Agreement, including any question regarding its existence, validity or termination ("**Dispute**") shall be referred for determination or resolution in an arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the SIAC Rules for the time being in force, which rules are deemed to be incorporated by reference to this clause.
- 22.2 The number of arbitrators shall be one (1), the place of the arbitration shall be Singapore, and the language of the arbitration shall be English.
- 22.3 Any decision or award of the arbitral tribunal shall be final and binding upon the Parties to the arbitration proceeding. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found, and that a court ruling upon enforcement of the arbitral award may be entered in any court having jurisdiction thereof. The Parties also hereby irrevocably waive and exclude any right to appeal to any court in any jurisdiction against any such decision or award, or to seek any review or revision of any such decision or award by any court in any jurisdiction. The foregoing shall be without prejudice to the rights of either Party to refer any Dispute to the courts for resolution where necessary to preserve the subject matter of the action by way of injunctive or declaratory proceedings.]

23. WAIVERS / RIGHTS & REMEDIES

- 23.1 No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

23.2 The rights and remedies of any Party under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

24. Anti-Bribery and Anti-Corruption

24.1 The Consultant undertakes, represents and warrants that:

- (a) the Consultant, the Consultant's Personnel and any other person responsible for providing and performing the Services is in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement; and
- (b) without prejudice to the generality of Clause 24.1(a), each of the Consultant, Consultant's Personnel and any other person responsible for providing and performing the Services has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (i) improperly influence any act, decision or failure to act by that official or person; (ii) improperly induce that official or person to use his influence with a government or business entity to affect any act or decision by such government or entity; or (iii) secure any improper advantage.

24.2 The Consultant agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the Company and the Company shall have the right to immediately terminate this Agreement by giving written notice to the Consultant.

24.3 The Company shall have the right to terminate this Agreement if the Consultant breaches this Clause 24.

25. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire agreement and understanding between the Parties in connection with the provision of the Services by the Consultant to the Company, and supersedes all prior oral or written communications, representations or agreements in relation to the subject matter of this Agreement.

26. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement which shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

27. VARIATION

27.1 No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties. The expression "**variation**" shall include any amendment, supplement, deletion or replacement however effected.

27.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

28. COUNTERPARTS

This Agreement may be executed by the Parties in any number of counterparts, each of which is an original but all of which together constitute one and the same instrument.

29. GOVERNING LAW AND JURISDICTION

29.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Singapore.

29.2 The Parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore.

30. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP 53B)

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement, save that any of the Company's Affiliates may enforce and rely on the provisions of Clauses 7.10 and 11.1 to the same extent as if it were a party to this Agreement, provided nevertheless that this Agreement may be terminated and any term of this Agreement may be amended or waived without the consent of any of such Affiliates.

In witness whereof this Agreement has been entered into on the date stated at the beginning.

The Company

SIGNED by [•]

for and on behalf of

[insert relevant SATS entity]

in the presence of:



Witness' signature

Name:

Address:

The Consultant

SIGNED by [•]

for and on behalf of

[•]

in the presence of:



Witness' signature

Name:

Address:

SCHEDULE 1

INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“Additional Services” means such other services requested by the Company which do not fall within the scope of the Services as set out in Clause 2 and Schedule 2 and which are agreed to be performed by the Consultant in accordance with Clause 4;

“Affiliate” in relation to any person ("the first mentioned person") means any person ("the second mentioned person") which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the first mentioned person, and includes any other person which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the second mentioned person;

“Agreement” means the main body of this Consultancy Agreement and any and all Schedules and Appendices annexed hereto and incorporating all amendments thereto, if any, effected by mutual agreement in writing;

“Competent Authorities” means all government, statutory, regulatory, planning, building, development or other relevant authorities having jurisdiction or control over the Project and/or the Parties

“Commencement Date” means the date of execution of this Agreement or such other date as the Parties may agree in writing;

“Completion Date” means [●] from the Commencement Date;

“Company’s Supervisor” means such person(s) as the Company may appoint from time to time in writing to act as the “Company’s Supervisor” for the purposes of this Agreement;

“Consultant’s Personnel” means any officer, employee, servant, agent or permitted subcontractor of the Consultant assigned by the Consultant at any time to perform or provide the Services or any part thereof;

“Control” in relation to any person means either of the following:

- (a) the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of a majority of the board of directors of that person; or
- (b) the ownership of not less than fifty per cent. (50%) of the total issued voting shares or stock in that person,

and “Controlled” shall be construed accordingly.

“Intellectual Property Rights” means patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Law” means any Act of Parliament, subsidiary legislation, law, bye-law, statute, rule, order, treaty and all rules, regulations, directives, orders and guidelines or any interpretation thereof for the time being enacted, issued or promulgated by any Competent Authority

“**Parties**” means the Company and the Consultant, and **Party** means either of them;

“**Premises**” means [●];

“**Project**” means [●];

“**Services**” means the provision by the Consultant to the Company of consultancy services as set out in this Agreement, in particular, without limitation Schedule 2.

“**Standards**” means the standards required of the Consultant in the performance of the Services, being that of due skill, care and diligence, and the performance of such Services in an expeditious, and a proper and workmanlike manner and in accordance with best industry practices and any recognised professional, and as may otherwise be set out in Schedule 2.

“**Supplier Code of Conduct**” means the Company’s Supplier Code of Conduct as may be updated from time to time and which may be found at <https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf>.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (b) the headings are inserted for convenience only and shall not affect the construction of this Agreement;
- (c) words importing the singular number shall include the plural and *vice versa*;
- (d) words importing the masculine gender shall include the feminine and neuter genders and *vice versa*;
- (e) references to any agreement or document shall include such agreement or document as amended, varied, novated, supplemented or replaced from time to time;
- (f) any references to “**clauses**”, “**recitals**” and “**Schedules**” are to clauses, recitals and schedules respectively to this Agreement unless otherwise specified; and
- (g) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be modified, consolidated or re-enacted.

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SCHEDULE 2
SCOPE OF SERVICES AND DELIVERABLES

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PROFESSIONAL FEES & PAYMENT SCHEDULE

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Schedule 3

Personal Data Protection Obligations

1. The Consultant acknowledges and agrees that, in relation to all Personal Data it may receive or access in connection with this Agreement, it shall, to the extent necessary to allow the Company to comply with Applicable Data Protection Laws:
 - (a) promptly, and in any event within [ten (10)] calendar days from the receipt of a request from the Company, amend, transfer or delete any Personal Data unless such amendment, transfer or deletion of Personal Data would be in breach of any Applicable Data Protection Laws;
 - (b) promptly upon becoming aware of it, and in any event within [two (2)] business days, notify the Company about any enquiries or legally binding requests for disclosure of the Personal Data received from any data protection authority or a law enforcement authority, unless prohibited by Applicable Data Protection Laws from making such notification, provided always that in the event such data protection authority or law enforcement authority requests a response within a period that is less than [two (2)] business days, the Consultant shall notify the Company of such request within a reasonable period in advance of the end of such period, unless otherwise prohibited from doing so;
 - (c) if the Consultant directly receives a request from individuals to whom the Personal Data relates (“**Data Subject**”) for access to the Personal Data for that Data Subject, or for the rectification or erasure of such Personal Data or any other request or query from a Data Subject relating to its own Personal Data (including Subjects exercising rights under the Applicable Data Protection Laws, which may include rights of objection, restriction of processing, data portability or the right not to be subject to automated decision making) (a “**Data Subject Request**”), the Consultant will:
 - (i) promptly notify the Company, and in any event within [two (2)] business days from the Consultant’s receipt of the Data Subject Request (without responding to that Data Subject Request, unless it has been otherwise authorised by the Company to do so), including providing details of the Data Subject Request (and any other relevant information the Company may reasonably request);
 - (ii) where the Data Subject Request relates to an objection to processing, the Consultant shall, promptly and in any event within [ten (10)] calendar days from the receipt of such Data Subject Request, interrupt or avoid starting the processing (including, for the avoidance of doubt, profiling), unless otherwise notified by the Company; and
 - (iii) where required by the Company, provide such assistance for the purposes of responding to the Data Subject Request;
 - (d) maintain written records of all the Personal Data processed by the Consultant on behalf of the Company, in such form as may be prescribed by the Company from time to time;
-

- (e) provide training on Applicable Data Protection Laws for all its relevant staff once every two (2) years or such additional frequency as may be prescribed by the Company to ensure that its relevant staff are aware of, and will comply with, the security measures and the Consultant's obligations under this Agreement, such training to include but not be limited to such components as may be guided by the Company to the Consultant in writing from time to time, such components to be appropriately adapted by the Consultant for its relevant staff;
- (f) promptly make available to the Company upon reasonable request, all information necessary to demonstrate compliance with the obligations laid down in Clause 17, this Schedule and Applicable Data Protection Laws. The Consultant shall permit the Company or a third party authorised by it to carry out audits and inspections of the processing of Personal Data by the Consultant, upon reasonable written notice and during normal business hours. For the avoidance of doubt, such inspection shall not relieve the Consultant of any of its obligations under this Agreement;
- (g) promptly inform the Company if, in its opinion, an instruction of the Company infringes Applicable Data Protection Laws;
- (h) immediately notify the Company in writing after the Consultant learns of or reasonably believes that there is any misappropriation, improper, unlawful or unauthorized access to, or disclosure or use of, the Personal Data in the possession and/or control of the Consultant which affects the availability, integrity or confidentiality of Personal Data which is processed by the Consultant under or in connection with this Agreement (collectively, "**Security Breaches**"), of all details of the Security Breach known to the Consultant at the material time, which shall include (1) a description of the nature of the Security Breach including, where possible, the categories and approximate number of Data Subjects and records concerned, (2) the name and contact details of the data protection officer or other contact point where more information can be obtained, (3) a description of the likely consequences of the Security Breach; and (4) a description of any immediate measures taken by the Consultant which are reasonably appropriate to contain, to the extent possible, the Security Breach;
- (i) take reasonable steps or such other steps as may be required by the Company to mitigate any harmful effect of a use or disclosure of the Personal Data in violation of this Agreement or in connection with a Security Breach and shall use reasonable efforts to assist the Company in remediating or mitigating any potential damage from a Security Breach. The Consultant shall further promptly provide the Company with regular status updates on any Security Breach upon request from the Company for the duration of the Security Breach, and shall cooperate with the Company on any actions to be taken to resolve such incident;
- (j) promptly investigate each Security Breach with a view of concluding such investigation as soon as reasonably possible, and the Consultant shall provide the Company with a written report describing the Security Breach, the root cause analysis, actions taken by the Consultant and/or the Consultant's plans for future actions to prevent a similar Security Breach from occurring;
- (k) implement any steps required by the Company to limit, stop or otherwise remedy any actual or suspected Security Breach;

- (l) not disclose to third parties (including any regulatory authority) any information about a Security Breach involving the Personal Data without prior written and express permission from the Company for such disclosure, unless the Consultant is mandatorily required by Applicable Data Protection Laws to do so, in which event the Consultant shall, if permitted under Applicable Data Protection Laws, provide reasonable prior written notice to the Company of such disclosure requirement and allow the Company reasonable time to respond to such notice from the Consultant; and
 - (m) where required by the Company, assist the Company with notifying the Security Breach to a Data Subject in accordance with the Applicable Data Protection Law.
2. Upon request from the Company, the Consultant shall promptly provide a written confirmation to the Company certifying that:
- (a) The Consultant has provided, and will continue to provide, training on Applicable Data Protection Laws for all its relevant staff in accordance with 1(e) of this Schedule 7 to ensure that they are aware of, and will comply with, the security measures and the Consultant's obligations under Clause 17 and this Schedule 3; and
 - (b) All of the Consultant's relevant staff has, and will continue to undergo such training as referred to in Clause 2(a) in this Schedule 3, to ensure that they are aware of, and will comply with, the security measures and the Consultant's obligations under Clause 17 and this Schedule 3.
3. Where the Consultant processes Personal Data on behalf of the Company, the Consultant shall:
- (a) taking into account the nature of the processing, assist the Company by taking the technical and organisational measures as set out in the Appendix to this Schedule 3, where applicable to the goods and/or services being provided hereunder, for the fulfilment of the Company's obligation to respond to requests for exercising the Data Subject's rights laid down in the Applicable Data Protection Laws; and
 - (b) if the Consultant collects Personal Data on behalf of the Company, the Consultant shall, if so required by the Company, use the Company's format of the provision of information to the Data Subjects, and comply with the instructions of the Company as may be issued from time to time to ensure that appropriate consent is obtained by the Consultant on behalf of the Company from the relevant Data Subjects in accordance with the Applicable Data Protection Laws prior to collecting such Personal Data.

The Consultant agrees to enter into an addendum to this Agreement pursuant to which the Company may make modifications to Clause 17 and this Schedule 3 if changes are required for the Consultant to continue to collect, disclose, process or use the Personal Data in compliance with Applicable Data Protection Laws or to address the legal interpretation of Applicable Data Protection Laws, including (i) to comply with any amendments; (ii) to comply with the GDPR and any guidance on the interpretation of its provisions; or (iii) if changes to the membership status of a country in the European Union or the EEA require such modification.

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Schedule 4

Standard Contractual Clauses

For the purposes of (i) clause 17.4.3(viii) of the Agreement; and (ii) Article 26(2) of the Directive for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection, [insert name of relevant SATS entity] as the Company (each a “**Data Exporter**”) and [insert name of relevant Consultant] as the Consultant (the “**Data Importer**”) (each a **party** and together the **parties**) have agreed on the following contractual clauses (the “Clauses”) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the Data Exporter to the Data Importer of the personal data concerning customers as specified below.

[The principal activities of the Data Exporter consist of passenger and cargo air transportation.

The principal activities of the Data Importer is [:]

The personal data transferred concern the following categories of data (please specify):

- [name and contact information including home address, home and mobile telephone numbers and personal email address;]
- [date of birth, passport information, to the extent necessary for compliance with local laws;]
- [driver’s licence number and type to the extent necessary for compliance with local laws;]
- [emergency contact information;]
- [insert any other information]

The personal data transferred concern the following special categories of data (please specify):

[Please indicate whether the following data is provided to the counterparty: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation]]

Clause 1

Definitions

For the purposes of the Clauses:

- (a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) ‘the data exporter’ means the controller who transfers the personal data;

- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in the Appendix to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of the Appendix, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
 - (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
 - (c) that it has implemented the technical and organisational security measures specified in the Appendix before processing the personal data transferred;
 - (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
 - (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
 - (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
 - (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of the Appendix which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
 - (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
 - (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
-

- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

[deliberately not used]

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely England.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Appendix to the Standard Contractual Clauses

1. Notices

Any notices regarding the day-to-day obligations should be communicated in writing via email or other written notice to [redacted] (or their designees).

2. General Security Practices

The Consultant has implemented and shall maintain appropriate technical and organizational measures to protect personal data against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction, including the policies, and procedures and internal controls set forth in this document for its personnel, equipment, and facilities at the Consultant's locations providing services to the Company ("Services").

The Services are set forth in one or more agreements between the Consultant and the Company.

3. Technical and Organizational Security Measures

3.1. Organization of Information Security

- a. **Security Ownership.** The Consultant has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.
- b. **Security Roles and Responsibilities.** The Consultant's personnel with access to personnel data are subject to confidentiality obligations.
- c. **Risk Management.** The Consultant performed a risk assessment before processing the personal data or offering the Services.

3.2. Human Resources Security

- a. **General.** The Consultant informs its personnel about relevant security procedures and their respective roles. The Consultant also informs its personnel of possible consequences of breaching its security policies and procedures. Employees who violate security policies may be subject to disciplinary action, up to and including termination of employment. A violation of this policy by a temporary worker or Consultant may result in the termination of his or her contract or assignment with the Consultant.
- b. **Training.** The Consultant's personnel with access to personal data receive:
 - i. annual security awareness and training regarding privacy and security procedures for the Services (including but not limited to recognizing threats and taking safeguards when reading emails and accessing the internet) to aid in the prevention of unauthorized use (or inadvertent disclosure) of personal data;
 - ii. training regarding effectively responding to security events; and
 - iii. training is regularly reinforced through refresher training courses, emails, posters, notice boards and other training materials.

3.3. Asset Management

- a. **Asset Inventory.** Assets associated with Personal Data and related processing equipment are identified and an inventory of assets is maintained.
- b. **Information Classification.** The Consultant classifies Personal Data to help identify it and to allow for access to it to be appropriately restricted.
- c. **Media Handling**
Consultant's personnel:
 - i. Use trusted devices/corporate laptops/servers with encrypted storage that are configured with anti-malware software. All software including operating system and the anti-malware software on the machines should be updated and patched frequently.
 - ii. Protect/Encrypt personal data stored on a mobile device and external media, including laptops, smartphones, USB drives and DVDs; and
 - iii. Take reasonable measures to prevent accidental exposure of Personal Data.
- d. **Data Disposal**

The Consultant shall have a documented data disposal strategy that includes identification/detection and secured data removal/disposal of sensitive data in physical/electronic media.

3.4. Personnel Access Controls

- a. **Access Policy.** An access control policy is established, documented, and reviewed based on business and information security requirements.
- b. **Access Recordkeeping.** The Consultant maintains a record of security privileges of its personnel that have access to personal data, networks and network services.
- c. **Access Authorization.**
 - i. The Consultant must have data access policies which implements the following:
 - (a) Principle of least privilege access
 - (b) Regular reviews of personnel needing access to data
 - (c) Regular reviews of the rights of personnel to grant such access
 - (d) Traceability of every login to a single person.
 - (e) Lock-outs of accounts due to failed login attempts
 - (f) Locking access of unattended laptops/devices after a short predefined time (example 15 minutes)
 - (g) Secure password/credential storage
 - (h) Review and Detection of unauthorised access to data where data includes personal data, credentials storage, logs and audit trails.
 - (i) Logs of access to data and regular reviews of this access.
 - ii. The Consultant must have password policies that follow industry best practices (example NIST) with password length/complexity requirements.

3.5. Cryptography

a. Cryptographic controls policy

- i. The Consultant must have a policy on the use of cryptographic controls based on assessed risks.
- ii. The Consultant must ensure that the cryptographic standards used adhere to industry standards adopted by US government/military or driven by internet leaders, eg Google and Amazon.

b. **Key management.** The Consultant must have measures for managing keys and detecting any compromise/unauthorised access in its key system.

3.6. Physical and Environmental Security

a. Physical Access to Facilities

- i. The Consultant limits access to facilities where systems that process personal data are located to authorized individuals.
- ii. Access is controlled through key card and/or appropriate sign-in procedures for facilities with systems processing personal data. Each personnel must be registered and is required to carry an access control pass.
- iii. A security alarm system or other appropriate security measures shall be in place in facilities processing Personal Data where practicable, to provide alerts of security intrusions after normal working hours.

b. **Physical Access to Equipment.** The Consultant's equipment that is located off premises is protected by restricting access only to authorized individuals using systems and processes that are in compliance with industry standards.

c. **Protection from Disruptions.** The Consultant uses a variety of industry standard systems to protect against loss of data due to power supply failure.

3.7. Operations Security

a. **Operational Policy.** The Consultant must maintain policies describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Personal Data and to its systems and networks.

b. The Consultant continues to update its operational processes, procedures and/or practices in a timely manner to ensure that they are effective against the latest threats discovered.

c. **Mobile Devices.** Mobile devices which are issued by and belonging to the Consultant for purposes of processing Personal Data should have access control measures and remote wipe capability turned on. Procedures should be in place to report and wipe data off lost mobile devices immediately after detection of loss.

d. Backup recovery media, where possible, shall be kept in an encrypted format.

3.8. Communications Security and Data Transfer

a. The Consultant has network policies which implements the following:

- a. Segregation and Filtering of Traffic between Internet and Corporate Zones and between the different Corporate Zones
- b. Intrusion Detection Capability
- c. Access Control and Password Policies on Network Devices
- d. Regular Network vulnerability/Penetration tests conducted by an independent third party at least annually.

3.9. System Acquisition, Development and Maintenance

a. **Security Requirements.** The Consultant must adopt reasonable security requirements for the purchase or development of information systems, including for application services delivered through public networks.

b. **Development Requirements.** The Consultant has policies for secure development, system engineering and support. The Consultant conducts appropriate tests for system/application security as part of acceptance testing processes.

3.10. Supplier Relationships

- a. **Policies.** The Consultant has information security policies or procedures for its use of suppliers. The Consultant has agreements with suppliers in which they agree to comply with the Company's and/or the Consultant's security requirements.
- b. **Management.** The Consultant performs periodic audits on key suppliers and manages service delivery by its suppliers and reviews security against the agreements with suppliers.

3.11. Information Security Incident Management

- a. **Response Process.** The Consultant maintains a record of information security breaches with a description of the breach, the consequences of the breach, the name of the reporter and to whom the breach was reported, and the procedure for recovering data. Further, the Consultant should have robust incident handling and response processes that includes the containment of threat, investigation, recovery and restoration of services.

3.12. Information Security Aspects of Business Continuity Management

- a. **Planning.** The Consultant maintains emergency and contingency plans for the facilities in which the Consultant's information systems that process Personal Data are located.
- b. **Data Recovery.** The Consultant's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Personal Data in its original state from before the time it was lost or destroyed.

3.13 Audit and Assessment

The Company reserves the right to perform an onsite audit for the purpose of completing the Company's due diligence in security matters upon reasonable request. The Consultant shall permit the Company or a third party authorised by it to carry out such audit, upon reasonable written notice and during normal business hours. The Consultant may require the Company and/or such third party auditor to enter into a confidentiality agreement before permitting it to carry out an audit. Unless such audit or inspection has been necessitated by a material security breach by the Consultant, such audit shall be carried out at the Company's expense.