

Date: XXXX

To: XXXX

Attention: XXXXX

Ref: QTCG/2021/OCT/XXX

Dear Sirs

PRIVATE QUICK TEST CENTRE (p-QTC) GRANT - LETTER OF AWARD

We refer to the application dated **XXXX** submitted by **XXXXXXXXXX** (the "Awardee") in relation to the p-QTC Grant for the provision of funding to cover the Awardee's costs incurred for performing supervision on self-swab Antigen Rapid Test (ART) at the p-QTC location(s) as specified in the application form for the detection of the COVID-19 virus.

1. We are pleased to offer you a Funding as set out in Appendix 1, subject to your acceptance of the following terms and conditions of this Letter of Award (LoA):
 - a) The Awardee agrees to comply at all times with the guidelines enclosed in Appendix 1 (the "**Project Guidelines**"), the terms and conditions enclosed in Appendix 2 (the "**Terms and Conditions**") which form part of the terms and conditions of this Letter of Award.
2. If the terms described above are acceptable to you, please complete the attached Acceptance Form and return it to us within seven (7) calendar days from the date of this letter (or any other time-frame which HPB may extend in its absolute and sole discretion), failing which the offer set out herein shall lapse.

Yours faithfully

For and on behalf of

HEALTH PROMOTION BOARD

Mr Yew Heng Siong
Director (Testing Operations Centre)

APPENDIX 1 PROJECT GUIDELINES

The Project is a funding scheme administered by HPB to encourage private providers to set up p-QTC and conduct supervision of ART self-swab to all segments of the Singapore population and improve the accessibility and convenience of COVID-19 testing. The table below outlines the guidelines and requirements to disburse the funding to the Awardee.

Project Requirements	
Continuing Obligations Applicant	<p>The Awardee must:</p> <ol style="list-style-type: none"> a) be a local company registered with ACRA with its operations in Singapore. b) not be in financial distress or undergoing liquidation procedures c) be a <u>HCI licensed under PHMCA</u> to provide COVID-19 PCR and ART swab services or a Class B provider with HMI Certificate to supervise ART self-swab
Grant period	From date of acceptance of LoA to 31 December 2021
Funding	<p>\$15 nett per test for each successful supervised ART self-swab conducted at approved p-QTC location(s), for eligible non-chargeable clients under FET RRT, as recorded in the Swab Registration System (SRS).</p> <p>For the avoidance of doubt, GST is not applicable for grant claim.</p> <p>This excludes clients currently under Employer Supervised Self-Swab (ESSS) testing modality.</p>
Requirements	<p>Awardee is required to meet the standards for the provision of supervised ART self-swab at approved p-QTC location(s), as set out by MOH in any of its circulars and advisories (or in any other document communicated to the Awardee) which may be issued or amended by the authorities from time to time.</p> <p>Each p-QTC must be capable of providing these essential and basic services:</p> <ol style="list-style-type: none"> 1. Qualified supervision of ART self-swab; 2. Payment collection including the provision of hardware and software for point-of-sale system; 3. Results input post-ART via the Swab Registration System (SRS); and 4. Results Management (SMS notifications of results)
Submissions for Claims	<p>Claims are to be submitted by every 15th of the following month, for all eligible swabs supervised in the preceding month.</p> <p>Awardee shall submit all claims and supporting documents within the period and in the format as required from time to time. HPB reserves the right to reject any or all claims not submitted within the stipulated claims submission period.</p>
Registration with Vendors@Gov	The Awardee must be registered at Vendors@Gov. For receipt of the Funding, claims are to be submitted to HPB via direct e-invoice to Vendors@Gov.
Disbursement of Funds	HPB will take no more than 30 working days to validate the claim and process grant disbursement upon submission of all required claim documents.

APPENDIX 2 TERMS AND CONDITIONS

Terms & Conditions for p-QTC Grant (to be read in conjunction with the p-QTC Grant Letter of Award)

1. **Scope of Project**

1.1 HPB agrees to fund the Awardee and the Awardee agree to receive funding from HPB to support the operating cost of the Project, on the terms and conditions set out in this Letter of Award including its Annexes and attachments ("the Agreement")

1.2 In this Agreement, unless the contrary intention appears:
"Awardee" shall refer to the person, entity, body or institution or administering organisation named in the Letter of Award as the "Awardee" as the person/body responsible for undertaking and managing the Project;
"Funding" or "Funds" means the amount or amounts payable under the Agreement for each project as specified in the Letter of Award;
"Letter of Award" means the letter issued by HPB preceding these Terms and Conditions under which the grant of Funds is made to the Awardee;
"Project" means the project approved by HPB as described in the Letter of Award subject to any modifications or amendments thereto made in accordance with Clause 11;
"Project Personnel" means the Awardee and all other employees, consultants and agents of the Awardee who will be engaged in and/or perform the Project;
"Term" means the term of this Agreement, as specified in the Letter of Award; "HPB" refers to the Health Promotion Board; and
"Party" shall refer to the Awardee or HPB as the context may require; and "Parties" shall refer to the Awardee and HPB collectively.

1.3 The scope of the Project shall be as set out in the Letter of Award.

2. **Governing Law and Jurisdiction**

This Agreement shall be governed by the Laws of Singapore and the Parties hereby submit to the exclusive jurisdiction of the courts of Singapore. The Awardee shall, at its own cost, obtain and maintain all licence and authorisations, including governmental authorisations or certifications required without any restriction or qualification whatsoever, so as to enable the Awardee to fulfil all its obligations under this Agreement.

3. **Taxes, Fees and Duties**

The Awardee shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the laws of Singapore or in other countries, by the Awardee and/or its employees or agents (if applicable), in carrying out its obligations under this Agreement.

For avoidance of doubt, the Awardee shall be responsible for the Goods and Services Taxes or any other taxes imposed on the supply, import or export of goods and services.

4. **Other Sources of Funding**

The Awardee shall not seek or receive funds from any other sources of funding nor incentives schemes offered by other agencies of the Government of Singapore in respect of the Project, without prior approval from HPB.

The Awardee must disclose any other sources of funding to HPB. Should the Awardee be able to raise funds from other organisations/sponsors or reduce the cost of the Project, HPB has the right to reject the new application or review our commitment on Funding under this Agreement. This is to ensure prudence and optimal use of public funds for the Project.

5. **Disbursement**

Subject to the Awardee's compliance with the terms and conditions of the Agreement, the Awardee may submit claims for the disbursement of Funds in the periods and in the manner as set out in the Letter of Award.

All payments made for the Antigen Rapid Tests are non-refundable*, except where an erroneous charge has occurred in a payment transaction. In the event of over-collection, the Awardee is obligated to refund to clients. In the event there is an omission or shortfall in the revenue collected from chargeable clients, HPB will not reimburse the under-collection and the Awardee will assume full responsibility. HPB will only reimburse those mandated government-funded use cases via this grant scheme upon validation of claim.

** Includes delayed notification of results due to system issues*

6. **Records and Audits**

6.1 The Awardee shall keep and maintain full and detailed records and accounts relating to the Funding and Project, including record of receipts issued to Clients (POS records).

6.2 HPB is entitled from time to time to conduct ad hoc on-site audits to ensure that the terms of this Agreement are being, or were met by the Awardee and that the reports and all information submitted to HPB by the Awardee are accurate, correct and not misleading. In such event, Clauses 6.3-6.6 shall apply.

6.3 Pursuant to Clause 6.2, the Awardee shall, at all reasonable times during the Term and for five (5) years after the expiry or termination of the Agreement, grant HPB and its authorised representatives:

a) unhindered access to:

- i. the Project Personnel;
- ii. premises occupied by the Awardee;
- iii. the Assets and Materials;
- iv. all accounts, records and documents in relation to the Project and Funding and its administration kept by the Awardee in accordance with Clause 6.1; and

b) reasonable assistance to:

- v. inspect the performance of the Project;
- vi. make copies of any accounts, records and documents in relation to the Project and Funding and its administration kept by the Awardee in accordance with Clause 6.1 and remove those copies; and
- vii. make copies of Materials (where applicable) and remove those copies.

6.4 The access rights in Clause 6.3 are subject to the provision of reasonable prior notice by HPB.

6.5 In the event that HPB is investigating a matter which, in its opinion, may involve an actual or suspected unethical conduct, or breach of the law or breach of the terms of this Agreement, Clause 6.4 will not apply.

6.6 Upon receipt of reasonable written notice from HPB, the Awardee shall provide HPB with all reasonable cooperation and assistance with the audits.

7. **Related Party Transactions and Conflict of Interest**

Related party transactions have to be declared and are generally disallowed unless prior approval is given by HPB. Prior approval has to be sought at least 1 month in advance before the occurrence of the related party transaction.

** A 'related party', in relation to any entity, means any other party who directly or indirectly, controls the entity, or is controlled directly or indirectly by that entity, or where both entities, directly or indirectly, are under common control of a common entity. Common examples would be a holding company and its subsidiary or associate company (i.e. the holding company holds shares in the subsidiary or associate company) or where a major shareholder or director of one entity is also a major shareholder or director of another entity. The test is whether one entity is able to exert influence or control over another entity by virtue of shareholdings or common management.*

8. **Warranty**

a) The Awardee must ensure that all information furnished or which it shall furnish to HPB in relation to the Project and the Funding are true, complete and accurate.

b) The Awardee shall:

- i) Comply with all applicable laws in the implementation of the Project
- ii) Make full disclosure to and promptly notify HPB of any information within or coming to its knowledge which may materially affect the Project.
- iii) Shall undertake to use reasonable efforts to perform in the best interest of the public and ensure proper use of funds including Value-for-Money.

9. **Termination and Default**

Without prejudice to any other rights and remedies of HPB, the Funding(s) may be withdrawn, reduced or cancelled, in full or in part, by HPB in its sole discretion at any time (whether prior or subsequent to the disbursement of the Funding(s) on the occurrence of any of the following events:

- a) any breach of the terms and conditions of this Agreement by the Awardee;
- b) any misrepresentation or giving of any inaccurate, untrue, false or misleading statements or information by or on behalf of the Awardee to HPB;
- c) failure of the Awardee to complete the activities (in full or in part) as set out in this Agreement to the satisfaction of HPB; or
- d) failure of the Awardee to provide thirty (30) days' notice to HPB for termination of this Agreement
- e) commencement of proceedings relating to the liquidation, insolvency, bankruptcy, receivership, winding up or judicial management (where applicable) of the Awardee, or any similar proceedings of the Partner;
- f) where HPB assess that the quantum of Funding the Awardee is eligible to receive should be lower than the payments made to date. HPB's decision in this regard shall be final.

and the Awardee shall upon demand by HPB, forthwith refund and repay to HPB all monies which have been disbursed. In the event that HPB has to resort to legal action to institute recovery of the Funding or any portions thereof as set out in the foregoing, all legal expenses incurred by HPB will be recovered from the Awardee on a full indemnity basis.

10. **Changes in Project**
No material amendments, alterations or changes shall be made to the Project without the HPB's prior written approval.
11. **Waiver**
In no event shall any delay, failure or omission on the part of either of the Parties in enforcing or exercising any right, power, privilege, claim or remedy, which is conferred by this Agreement, at law or in equity, or which arises from any breach by either Party, be deemed to be or be construed as, (i) a waiver thereof, or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.
- Any waiver (whether effected by a positive waiver or by a delay or failure in enforcement) by any Party hereto of its right, in any instance, to require compliance with any of the provision of this Agreement by the other Party shall not prevent that Party (subject to reasonable notice where a positive waiver has been granted) subsequently requiring such compliance in respect of that instance by the other Party.
12. **Indemnity**
The Awardee shall keep HPB fully indemnified against all actions, claims, proceedings, costs and damages and all legal costs or other expenses and losses incurred or suffered by HPB arising directly or indirectly out of or in relation to:
- (a) its breach of any terms of the Agreement (including but not limited to any claim or action by a third party alleging infringement of any intellectual property rights of such third party); or
 - (b) any claim (including without limitation claims by any employee or agent of the Awardee or the general public) for any damage, injury, loss or accident sustained in relation to the Awardee's performance of the Agreement, provided that such damage, injury, loss or accident is not caused by the gross negligence or wilful default of HPB, its officers or agents.
 - (c) Any financial loss in relation to Termination & Default as stipulated in clause 11.
13. **Media and Publicity**
- a) All public relations and corporate communications, publicity and marketing materials and other materials involving the use of HPB's corporate name/branding/logos in connection with the Project and/or the Agreement must be approved by HPB in writing.
 - b) Any misuse of HPB's corporate name/branding/logos or failure to comply with the requirement under this clause will be a material breach of the terms of this Grant. HPB shall be at liberty to review and revise the amount of committed funding towards the Awardee and/or terminate this Agreement with immediate effect and this is without prejudice to HPB's rights against the Awardee for any antecedent breach of the terms of this Agreement. For the avoidance of doubt, clause 11 shall apply with regards to a breach of this clause.
14. **Transferability**
- a) The Funding or any portion thereof may not be pledged or subrogated by the Awardee to any third parties.
 - b) The Awardee shall not sub-contract or assign this Agreement or any part thereof without the prior written consent of HPB.
 - c) HPB may, upon giving thirty (30) days prior written notice to the Awardee, transfer its existing rights and responsibility of the Funding and the benefits of this Agreement to any other government agencies or third party.

15. **Force Majeure**
- a) The Awardee shall not be liable for any loss, damage or penalty resulting from delays or failures in performance of its obligations under this agreement if the delay or failure results from events beyond its reasonable control (“force majeure event”). Upon the happening of any such event and for the duration of the event, the Awardee shall be relieved of any obligation under this agreement as is affected by the event, but this agreement shall remain in force with regard to all other obligations under this agreement which are not affected by the event.
 - b) For the avoidance of doubt, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a force majeure event and the provision of this clause shall not apply to such an event.
 - c) The Awardee shall notify HPB promptly of any such circumstances delaying its performance and shall resume performance as soon thereafter as is reasonably practicable.
 - d) If any force majeure event shall continue for a period exceeding sixty (60) days, then either HPB or the Awardee may terminate this agreement upon giving thirty (30) days’ prior written notice to the other.
16. **Personal Data**
- a) The Awardee must obtain the necessary consent from individuals, and take all steps required under privacy and/or data protection laws for any personal data, which the Awardee provides to HPB to which the Awardee permits HPB or its agents to have access to. Provision of such data to HPB must not give rise to any cause of action against the Awardee or HPB or subsequent data users which include the Ministry of Health, other Singapore government agencies (including ministries) or statutory boards. For the purposes of this Agreement, “personal data” shall have the meaning as defined in the Personal Data Protection Act 2012.
 - b) The Awardee shall obtain the necessary consent from individuals for HPB to disclose their personal data to the Ministry of Health, other Singapore government agencies (including ministries) or statutory boards.
17. **Rights to amend the terms and conditions**
- HPB reserves the right to amend the terms and conditions of this Agreement from time to time and as may be deemed necessary by HPB in its sole discretion. The effective date of such amendments shall be as stated in HPB’s notification to the Awardee, notifying them of the said amendments.
18. **Relation of Parties**
- Nothing contained in or relating to this Agreement shall or shall be deemed to constitute a partnership relationship or relationship of agency between HPB and the Awardee in this Agreement and no party shall have any authority to act for or to assume any obligation or responsibility on behalf of any other party.
19. **Confidentiality and Security**
- 19.1 Except with the prior written consent of HPB, the Awardee shall not disclose the Agreement or any provisions thereof or any information issued or furnished by or on behalf of HPB in connection therewith to any person.
- 19.2 Any information provided by or obtained directly or indirectly from one Party (“disclosing Party”), or which is compiled or generated by the other Party (“receiving Party”) in the course of this Agreement which pertains to or is derived from such information, shall not be used by the

receiving Party other than for the purposes of this Agreement, except with the prior written consent of the disclosing Party, save that the receiving Party is not bound to keep confidential any information if:

- (a) such information is, through no act or failure to act on the part of the receiving Party, in the public domain or subsequently enters into the public domain;
- (b) such information is in the receiving Party's possession prior to, or is developed by the receiving Party independent of, disclosure by the disclosing Party, as evidenced to the disclosing Party's reasonable satisfaction by prior written or electronic records or other recording media; or
- (c) such information is rightfully obtained from third persons who did not obtain such information directly or indirectly from the disclosing Party and who are not restricted by confidentiality obligations from disclosing such information to the receiving Party.

19.3 The Awardee shall not, without the prior written consent of HPB, publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Agreement in any media.

19.4 The Awardee shall at the termination or completion of the Agreement, upon demand by HPB, deliver to such person as may be appointed by HPB all information (whether original or copies, and in all manner of form including but not limited to print and electronic) obtained directly or indirectly from HPB or compiled or generated by the Awardee in the course of performing its obligations under this Agreement or for the duration of this Agreement which pertains to or is derived from such information, including but not limited to information in the form of data, analyses, charts, reports or presentation material.

20. **Intellectual Property**

20.1 All Intellectual Property rights in items furnished by one Party for the purposes of this Agreement, which belongs to the Party, shall remain the property of that Party unless expressly agreed to otherwise in writing.

20.2 For the purpose of this Agreement, "Intellectual Property" means copyright, and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, know how, other proprietary information and data and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.

21. **Gifts, Inducements or Rewards**

HPB may terminate this Agreement and recover from the Awardee the amount of any loss resulting from such termination, if the Awardee shall have offered or 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 with HPB or for showing or forbearing to show favour to any person in relation to any contract with HPB, or if the like acts shall have been done by any person employed by the Awardee or acting on its behalf (whether with or without the knowledge of the Awardee) or if in relation to any contract with HPB, the Awardee or any person employed by it or acting on its behalf shall have committed any offence under Chapter IX of the Penal Code (Cap. 224) or the Prevention of Corruption Act (Cap. 241) or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the Penal Code or the Prevention of Corruption Act.

--- END ---



ACCEPTANCE FORM

Date: XXXXX

Health Promotion Board

3 Second Hospital Avenue Singapore 168937

Attention: p-QTC Grant Administration

FUNDING FOR p-QTC SUPERVISED SELF-SWAB ART TO BE UNDERTAKEN BY PRIVATE PROVIDERS (THE "PROJECT")

*I, XXXXX, on behalf XXXXXXXXXXXXX (the "Awardee") confirm receipt of your letter dated XXXX (the "Letter of Award"), and hereby accept and agree to be bound by the terms of the Letter of Award.

I, the undersigned, represent and warrant that I am signing with full and complete authority to bind the Awardee on whose behalf I am signing, to each and every term and condition of the Agreement for the Project as set out in the Letter of Award.

Name:

Designation¹:

¹ Must be signed by a person with actual authority such as CEO, CFO and Managing Director