

**CONDITIONS OF CONTRACT  
FOR QUOTATION**

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## 1. Definitions and Interpretation

1.1 In these Conditions, unless expressly agreed or the context otherwise requires:

- (1) **“Agreement”** means the agreement signed between CAG and the Contractor for the provision of Goods and/or Services by the Contractor (if any) pursuant to the Contractor’s Quotation to CAG.
- (2) **“Airport Pass”** means a pass which is issued pursuant to the Infrastructure Protection Act 2017 and includes a “Seasonal Airport Pass” and a “Visitor Airport Pass” issued by CAG, and which allows the holder of an Airport Pass to enter certain restricted areas at Changi Airport Singapore for the performance of official duties/ business only.
- (3) **“CAG”** means Changi Airport Group (Singapore) Pte. Ltd.
- (4) **“Confidential Information”** means information relating to the Contract that the Discloser (defined in Clause 9.1 below) designates or marks as confidential or, that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. This includes without limitation (i) the provisions of the Contract and any obligation performed by either Party under the Contract; (ii) the Deliverables; (iii) information relating to the Discloser’s trade secrets, know-how, technology, products, software, maps, services, processes, data, analyses, customers, business plans and methods, promotional and marketing activities, finances and other business affairs; and (iv) third party information that the Discloser is obligated to keep confidential. Confidential Information excludes any information (a) that was known to the Recipient (defined in Clause 9.1 below) without restriction before receipt from the Discloser; (b) is publicly available through no act, omission or default of the Recipient or breach of this Contract; (c) is rightfully received by the Recipient from a third party without a duty or obligation of confidentiality; (d) is independently developed by the Recipient; or (e) the Discloser notifies in writing to be excluded from the Confidential Information.
- (5) **"Contract"** means the Quotation, the Letter of Acceptance or Agreement (as the case may be), this Conditions of Contract For Quotation, the Purchase Order(s) (if any), the Particular Requirements, all other documents referred to in the Letter of Acceptance or Agreement (as the case may be) and such other letters or documents as Parties may expressly identify in writing and agree as forming part of the contract.
- (6) **"Contractor"** means the party to whom CAG has issued the Letter of Acceptance pursuant to the Quotation or entered into an Agreement with CAG to provide the Goods and/or Services.

- (7) **“Deliverables”** means all documents, products and materials developed by the Contractor or its agents, consultants and employees as part of or in relation to the Contract in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- (8) **“Force Majeure”** means any event or circumstance the occurrence and/or the effect of which the Party affected thereby is unable to prevent and avoid, notwithstanding the exercise of reasonable foresight, diligence and care on the part of that Party and shall, to the extent the following acts, events and conditions fall within the foregoing limitations, include but not be limited to acts of God, acts of civil or military authority, fires, epidemics, governmental restrictions, earthquakes, storms, typhoons, floods, breakdowns in electronic and computer information and communications systems, war, hostilities, insurgency, terrorism, civil commotion or riots, industrial action by workmen, strikes, lockouts, labour disputes or embargoes in Singapore, provided and to the extent that any of the same are not due to any act, omission, refusal, breach, default, or neglect on the part of the Parties.
- (9) **“Goods”** means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract (if any).
- (10) **“Goods and Services Tax”** means any Goods and Services Tax chargeable under the GSTA.
- (11) **“Government”** means, unless the context otherwise requires, the Government of Singapore or any other government in the world that has jurisdiction over this Contract or performance thereof.
- (12) **“Government Agency”** or **“Government Agencies”** means the Government, any organs of the Government and any Governmental, semi-or quasi-Governmental, administrative, statutory, fiscal or judicial body, department, commission, authority, tribunal, minister, agency or entity and any other body, department, commission, authority, tribunal, minister, agency or entity having jurisdiction over this Contract and/or any Party.
- (13) **“GSTA”** means the Goods and Services Tax Act (Cap. 117A of Singapore).
- (14) **“Law”** or **“Laws”** mean any decree, resolution, law, bye-law, statute, act, ordinance, rule, directive, order, treaty, code, instruction, direction, policy or regulation or any interpretation of the foregoing, as promulgated, enacted, issued, decided or determined by any Government Agency and includes without limitation:

- (i) any consent, authorisation, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, or exemption from, by or with a Government Agency; and
  - (ii) any injunction or final non-appealable judgment directly applicable to the relevant party, of any Government Agency having jurisdiction over the matter in question.
- (15) **“Letter of Acceptance”** means the letter issued by CAG to the Contractor, accepting the Quotation to provide the Goods and/or Services.
- (16) **“Particular Requirements/Specifications”** means the requirements and specifications of the Goods and/or Services to be supplied and provided respectively by the Contractor pursuant to the Contract, including any document designated by the Contractor as such.
- (17) **“Parties”** means CAG and the Contractor, and **“Party”** means either of them.
- (18) **“Person”** means an individual or a legal entity and includes a corporation or an unincorporated association.
- (19) **“Purchase Order(s)”** means the purchase order(s) issued by CAG to the Contractor setting out the details of the Goods and/or Services to be provided to CAG.
- (20) **“Proposal”** or **“Quotation”** means the proposal or quotation(s) submitted by the Contractor to CAG to supply the Goods and/or the Services, as the case may be, including the instructions to Contractor (if any).
- (21) **“Requisite Consents”** means any permissions, consents, approvals, licences, certificates and permit (where of a public or private nature) as may be required by Law, or otherwise necessary lawfully to commence, carry out and perform the Party’s obligations under this Contract.
- (22) **“Restricted Party”** means a party that is:
  - (a) listed on, or owned or controlled by a Person listed on, or acting on behalf of a Person listed on, any Sanctions List;
  - (b) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a Person located in or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or
  - (c) otherwise a target of Sanctions which means a Person with whom a national who is within the jurisdiction of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities.

- (23) **“Sanctions”** means the economic laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the Sanctions Authorities (or any of them).
- (24) **“Sanctions Authority”** means the United Nations, Singapore or the respective governmental institutions and agencies which the Contractor may come within the jurisdiction of. Such governmental institutions and agencies include but are not limited to the Office of Foreign Assets Control of the US Department of the Treasury (**“OFAC”**), the US Department of State, and Her Majesty's Treasury (**“HMT”**).
- (25) **“Sanctions List”** means the sanctions imposed by the United Nations Security Council (**“UNSC”**) on activities relating to certain countries, goods and services, or persons and entities by way of resolutions passed by the UNSC, the "Specially Designated Nationals And Blocked Persons List" maintained by OFAC (available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or such other page as may replace it), the “Consolidated List of Financial Sanctions Targets in the UK” (available at <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets> or such other page as may replace it), or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.
- (26) **“Services”** means all or any of the services to be provided by the Contractor to CAG under the Contract.
- (27) **“Supplier Portal”** means the electronic system operated or nominated by CAG from time to time for procurement of Goods and/or Services by CAG through electronic means, such as through the internet web site located at [http://www.changiairportgroup.com/cag/html/business-partners/procurement\\_notices/](http://www.changiairportgroup.com/cag/html/business-partners/procurement_notices/) or at such other web address as may be notified by CAG from time to time.

1.2 Unless expressly agreed otherwise between CAG and the Contractor:

- (1) the terms of these Conditions shall prevail in the event of any contradiction or inconsistency between any provision of these Conditions and the provisions of any other part of the Contract; and
- (2) the terms of these Conditions shall prevail in the event of any contradiction or inconsistency between any provision of these Conditions and any provision of the terms and conditions of use of the Supplier Portal (if applicable).

1.3 Where the Contract is made between CAG and more than one other Person, the obligations of such Persons shall be joint and several.

1.4 The headings are for convenience only and not for the purpose of interpretation.

## **2. Scope of Contract**

2.1 The Contractor shall observe and perform its obligations under the Contract in accordance with the provisions of the Contract.

2.2 Within thirty (30) days after receipt of any request from CAG to vary the Contract, the Contractor shall evaluate the requested variation and submit its written proposal to CAG on the effect, if any, of such variation on the price, time and provision of the Goods and/or the Services, as the case may be. If CAG decides to accept the Contractor's proposal, the Parties shall execute a variation to the Contract in accordance with Clause 17.

2.3 The Contract shall have effect for the period stipulated in the Purchase Orders, Agreement or the Letter of Acceptance (the "**Term**"), as the case may be, and for the further period reserved by CAG under any option (if any).

## **3. Delivery**

3.1 The Contractor shall deliver the Goods and/or provide the Services within the time or times stipulated under the Contract and in the manner specified in the Contract, including providing a breakdown of the goods and services in excel format or any other format as required by CAG.

3.2 Unless expressly agreed otherwise:

(1) the Contractor may not deliver any Goods and/or provide any Services which are expressly indicated as "optional" supply under the Contract unless and until CAG expressly requires such optional supply; and

(2) the Contractor shall not be entitled to any payment for any Goods and/or Services delivered or provided which exceed the sum stipulated in the Contract to be payable by CAG to the Contractor for such Goods and/or Services unless and until the Contractor shall obtain from CAG a variation order for such excess value.



#### **4. Removal and Replacement**

The Contractor shall at its own cost and expense and when notified in writing by CAG:

- (1) remove and replace any Goods found by CAG on delivery to be damaged, defective, deficient or in any way not fit for use or purpose or inferior to approved samples or otherwise not in accordance with the Contract; and/or
- (2) cease and perform again any Services found by CAG on performance to be insufficient or in any way not in accordance with the Contract

as the case may be, failing which CAG shall have the right to procure replacements of such Goods and/or Services or to make good any damage in any manner CAG deems necessary and all costs, expenses and losses thereby incurred or suffered by CAG shall be recoverable from the Contractor by deduction from any money due to the Contractor or any security provided by the Contractor under the Contract or in any other form permitted by Law.

#### **5. Financial Provisions and Contract Sum**

- 5.1 In consideration of the Contractor's observance and performance of its obligations under the Contract, CAG shall make payment of the sums as stipulated in the Purchase Orders, Letter of Acceptance or the Agreement (as the case may be), inclusive of all royalties, travelling expenses and other expenses incurred by the Contractor, its employees, agents and sub-contractors in the performance of the Contract (the "**Contract Sum**"), which sum shall constitute the Contractor's only remuneration in connection with the Contract and neither the Contractor nor its employees, agents or sub-contractors or any other Person controlling or within the control of the Contractor shall accept any direct or indirect payment or other consideration from CAG or any other Person in connection with or in relation to the Contract.
- 5.2 The Contract Sum (or the relevant part thereof if the Parties have agreed that the Contract Sum shall be payable in parts) shall be paid within forty-five (45) days after the date of any invoice issued by the Contractor under the Contract unless otherwise agreed between the Parties **Provided That:**
  - (1) the Contractor shall first provide to CAG all documentary evidence as may be required by CAG from time to time, including a copy of CAG's service request(s) (if any), and CAG's acknowledgment of receipt of the Goods and/or the Services, as the case may be; and

(2) no payment by CAG shall be considered as evidence of the satisfactory performance by the Contractor of its obligations under the Contract to deliver the Goods and/or the Services.

5.3 Without prejudice to CAG's rights under the Contract or at Law, any sum due from the Contractor to CAG under the Contract may be deducted by CAG from any monies payable by CAG to the Contractor pursuant to this Contract or any other contract made between CAG and the Contractor. CAG may make deductions from or defer payment of the Contract Sum or any part thereof, to satisfy any liquidated damages, disputes or claims whatsoever by or of CAG, with or against the Contractor and may retain the same without payment of interest until resolution of such disputes or claims.

5.4 The Contractor shall register and submit e-invoices to CAG through our online portal, Changi eProcure, at <https://sesami.online/cag/Login.jsp>.

5.5 CAG may at any time and from time to time require the Contractor to provide security for a sum and of a form required by CAG for the Contractor's due and proper performance of its obligations under the Contract.

5.6 Any payments of all or any part of the Contract Sum or other sums by CAG to the Contractor shall be without prejudice to any claims or rights which CAG may have against the Contractor and shall not constitute any admission by CAG as to the provision by the Contractor of its obligations hereunder. CAG may withhold payment of the Contract Sum or part thereof if it determines in its sole and absolute discretion that the contractual obligations corresponding to such payments have not been met.

5.7 The Contractor shall promptly provide to CAG, upon CAG's request, such information, document or any other assistance, arising from or in connection with the Contract including without limitation withholding taxes and any payment of the Contract Sum.

## **6. Rights of Third Parties**

A Person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

## **7. Fraud, Anti-Bribery and Corruption**

7.1 The Contractor shall:

(1) comply with all applicable laws, statutes, regulations and codes relating to dishonesty, fraud, bribery and corruption and/or other prohibited business

practices including but not limited to the Prevention of Corruption Act (Cap. 241) and the Penal Code (Cap.224) (“**Relevant Laws**”);

- (2) comply with CAG’s Supplier Code of Conduct found at CAG’s internet website, <https://www.changiairport.com/procurement>, which may be updated from time to time by posting a revised version, or by providing you with notice (“**CAG Supplier Code of Conduct**”);
- (3) not do or omit to do anything likely to cause CAG to be in breach of any Relevant Laws, and avoid any conduct that can reasonably give rise to the appearance of a breach of any Relevant Laws or the CAG Supplier Code of Conduct;
- (4) report to CAG any contravention of this Clause 7.1 or any request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract;
- (5) provide accurate declarations of its compliance with this Clause 7.1 in a form prescribed by, and at such times as required by CAG; and
- (6) ensure that any Person associated with the Contractor who is performing obligations in connection with this Contract complies with this Clause 7.1.

7.2 Breach of this Clause 7 shall be deemed a material breach of this Contract.

7.3 CAG shall be entitled to suspend or terminate the Contract immediately if the Contractor has contravened or attempted to contravene Clause 7.1 or if CAG reasonably believes such a contravention has occurred or is likely to occur. CAG may recover from the Contractor any loss or damage arising from or in connection with such suspension or termination. This will be without prejudice to CAG’s other rights and remedies.

## **8 Indemnity and Remedies**

### **8.1 Indemnity**

The Contractor shall indemnify and hold harmless CAG and its directors, officers, employees, agents, contractors (for the purpose of this Clause 8.1, each an

“**Indemnified Party**”) from and against all claims, demands, choses in action, judgments, suits, proceedings, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, administrative fines imposed upon CAG by the Civil Aviation Authority of Singapore, its successors or any Government Agency, legal costs (calculated on a full indemnity basis and including solicitor and client costs) and all other professional costs and expenses) suffered or incurred by CAG and/or an Indemnified Party arising out of or in connection with:

- (1) any breach of the representations and/or warranties in this Contract;
- (2) any breach of the terms and conditions of this Contract, including without limitation Clauses 9 (Confidentiality and Security), 10 (Personal Data and Privacy Laws) and 18 (Intellectual Property Rights);
- (3) the acts, defaults or omissions of the Contractor and/or the Contractor’s employees, agents or contractors (collectively, the “**Indemnifiers**”), or any breach, performance, negligent performance or non-performance of this Contract by any of the Indemnifiers;
- (4) the enforcement of this Contract; and/or
- (5) any property damage, personal injury or death to any Person arising in the course of any of the Indemnifier’s performance of this Contract.

8.2 The Clause 8.1 shall apply whether or not any such liabilities, costs, expenses, damages or losses under this indemnity are within the reasonable contemplation of the Parties.

8.3 If a payment due from the Contractor under this Clause 8.1 is subject to tax (whether by way of direct assessment or withholding at its source), CAG shall be entitled to receive from the Contractor such amounts as shall ensure that the net receipt, after tax, to CAG in respect of the payment is the same as it would have been where the payment not subject to tax.

8.4 A claim by CAG under this Clause 8 shall be payable by the Contractor on demand from CAG, and a statement from CAG within such demand in respect of the amount(s) owing from the Contractor to CAG under the indemnity in Clause 8.1, will be final, conclusive and binding on the Parties.

#### 8.5 Remedies

Notwithstanding the other provisions of the Contract, if there shall be any breach by the Contractor of any of its obligations under the Contract, CAG may choose not to exercise its right to terminate the Contract and may then choose:

- (1) to engage the services of a third party (which may include any agent or subcontractor of the Contractor) to complete the provision of the Services and/or supply the undelivered Goods, in which event, the Contractor agrees that CAG shall be entitled to claim against the Contractor for damages; or
- (2) where the claim for damages may be an inadequate remedy for CAG and subject always to the discretion of the Court, to obtain an interlocutory order for specific performance together with a mandatory injunction (if the circumstances are appropriate to the grant of such an injunction) either or both in terms compelling the Contractor and its employees, agents and subcontractors thereafter to provide the Services and/or supply the Goods pursuant to the Contract,

and in either case, such relief shall not affect CAG's right to seek to recover any loss and damage suffered by it in respect of the Contractor's prior breach of its duties and obligations in connection with the provision of the Services and/or supply of the Goods.

- 8.6 The rights and remedies provided to CAG in the Contract are cumulative and not exclusive of any rights and remedies provided by Law.
- 8.7 The Contractor expressly acknowledges that the provisions of this Clause satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act (Cap. 396 of Singapore) and that it shall be estopped from claiming the contrary at any future date in the event of any dispute with CAG concerning the Contractor's liability hereunder.
- 8.8 The provisions of this Clause shall survive the complete performance, termination or expiry of the Contract.

## **9. Confidentiality and Security**

- 9.1 Any Party who receives any Confidential Information ("**Recipient**") from the other Party disclosing such Confidential Information ("**Discloser**") before or during the Term or effective period of this Contract, shall:
  - (1) only disclose the other Party's Confidential Information to each of their employees, directors, officers, agents, professional advisers and contractors (collectively, the "**Authorised Representatives**") who (i) need to know the Confidential Information to the extent necessary for the performance of this Contract; (ii) are informed of the confidential nature of the Confidential Information; and (iii) have agreed with the Recipient in writing to obligations substantially similar to that in this Clause 9 with respect to the Confidential

Information. Any breach by such Authorised Representatives of the provisions of this Clause 9 will constitute a breach by the Recipient;

- (2) keep and ensure that the Authorised Representatives keep the Confidential Information secret and confidential and use it only for the purposes of the Contract in accordance with this Clause 9;
  - (3) establish and maintain adequate security measures to safeguard the Discloser's Confidential Information from any unauthorised access or use. The security measures established and maintained by the Recipient shall be no less than those which it applies to its own confidential information and which it warrants as providing reasonable protection against any unauthorised access or use; and
  - (4) not and shall ensure that the Authorised Representatives do not, at any time for any reason permit any Confidential Information to be used by, disclosed or reproduced to any third party.
- 9.2 The Contractor shall not issue any release of information to the media in relation to this Contract without obtaining the prior written consent of CAG. The Contractor shall not publish or release, or allow or suffer the publication or release of, any announcement, statement, interview, news item, article, publication, advertisement, prepared speech or any other information or material pertaining to the Confidential Information, signing of this Contract and/or any part of the obligations to be performed under the Contract in any media, without the prior written consent of CAG. Any requests for interviews in relation to this Contract must be directed to CAG.
- 9.3 The Recipient shall notify the Discloser of the Confidential Information as soon as practicable of any unauthorised disclosure or use of the Discloser's Confidential Information and shall take all steps that the Discloser may reasonably require in connection thereof.
- 9.4 In the event that the Recipient is compelled by Law or regulatory body (including stock exchange) to disclose any of the Discloser's Confidential Information, the Recipient shall (i) to the extent legally permissible provide reasonable prior written notice to the Discloser of this disclosure; (ii) take steps to minimise the scope of such disclosure; and (iii) disclose only such Confidential Information that it is legally compelled to.
- 9.5 Upon the written request of the Discloser after the Contract is suspended or terminated, the Recipient shall, and shall procure that its Authorised Representatives:

- (1) promptly deliver up, permanently delete, destroy or dispose of at its own cost all information, materials or documents in any medium that incorporate any part of the Confidential Information;
- (2) permanently delete or erase all the Confidential Information from its computer and/or communications systems and databases as well as all devices used by it and/or its Authorised Representatives; and
- (3) in respect of any data provided by CAG and CAG's Confidential Information, securely remove and destroy from all storage media used by the Contractor and any cloud service provider, all of such data and CAG's Confidential Information, and provide a certificate of attestation to CAG upon completion. The Contractor shall also ensure that all storage media used shall be securely erased before re-deployment, repair or disposal, and shall prevent reconstruction of data stored in the media,

unless retention by the Recipient of the Confidential Information is required by Law, legal proceedings, or if the Confidential Information forms part of records retained in its routine information technology back-up storage facilities and not capable of being readily located, segregated and accessed. The Confidential Information retained will be subject to the confidentiality obligations imposed by this Clause 9, and, if retained in the back-up storage facilities of such Recipient, deleted from the Recipient's systems in accordance with the Recipient's records retention policy.

- 9.6 The Recipient agrees that the Discloser has the right, in addition to its other rights and remedies, to seek injunctive relief, specific performance or other equitable relief for any threatened, anticipated or actual breach of this Clause 9.
- 9.7 The obligations imposed by this Clause 9 are in addition to and do not derogate from any obligations set out in any other confidentiality agreement, non-disclosure agreement or such other similar agreement that the Contractor and CAG may have entered into with respect to the same subject matter (the "**Confidentiality Agreement**"). The Confidentiality Agreement shall hereby be incorporated by reference to this Contract. In the event of any inconsistency between the Confidentiality Agreement and the provisions of this Contract, the provisions of this Contract shall prevail to the extent of the inconsistency.
- 9.8 Without prejudice to the foregoing, if the Contractor is supplying, or providing any Services relating to, any information technology system, software application or software pursuant to this Contract (collectively, the "IT Systems", each an "IT System"), the Contractor shall, during the Term:
- (1) comply with CAG's info-security standards, policies, guidelines and procedures, including the Technical Reference Guide as provided by CAG as

well as the compliance table to the same submitted by the Contractor and accepted by CAG as final, both of which shall hereby be incorporated by reference into this Contract;

- (2) provide all code and cache management in respect of the IT Systems;
- (3) provide CAG with service level agreement reports in respect of the IT Systems on a quarterly basis or as requested by CAG; and
- (4) be fully responsible for the solution architecture of the IT Systems.

9.9 In the event that any IT System Processes or is intended to Process Personal Data (as defined in Annex A), the Contractor shall, during the Term:

- (1) be responsible for ensuring that data protection by design is made part of the solution architecture;
- (2) if the Personal Data Processed is categorized by CAG as “Category 1A” or “Highly Sensitive” data (including but not limited to national identifiers, credit card numbers, biometric data or data of minors), or falls within such other category as notified by CAG to the Contractor:
  - (a) provide on-going routine scanning of any such IT System and its related databases, and perform any necessary remediation works after obtaining CAG’s prior written approval; and
  - (b) perform regular checks on any such IT System and its related databases in respect of any data that has been retained beyond the data retention period as specified by CAG, and shall proceed to purge such data as soon as practicable after obtaining CAG’s prior written approval;
- (3) provide CAG with the Data Documentation of any IT System that collects, uses, stores or otherwise Processes Personal Data (as defined in Annex A), prior to the deployment of the IT System; and
- (4) ensure that any Data Documentation provided to CAG in accordance with Sub-Clause 9.9 (3) is kept up-to-date.

9.10 In this Clause 9, “Data Documentation” shall mean documents relating to the technical Processing, design and governance of Personal Data (as defined in Annex A) and shall minimally include the following:



- (1) Data Architecture – the view of the physical architecture that represents the how the data is stored and used in the IT System, integration framework and overall IT System design;
- (2) Data Mapping Diagram – the diagram which shows the relationship between the data, tables, sources and entities stored in the database or data warehouse;
- (3) Data Definition Table – the display of information of the data such as its meaning, data type and its relationship to other data; and
- (4) User Access Control Matrix – the model which shows and describe the rights of users with respect to the data objects it has access to.

9.11 Except as otherwise specified, the obligations contained in this Clause 9 shall survive the complete performance, termination or expiry of the Contract.

## **10. Personal Data and Privacy Laws**

10.1 To the extent that the Contractor collects at CAG’s direction or receives from CAG any Personal Data (as defined in Annex A) in connection with the performance of its obligations under the Contract, the Contractor agrees that the Data Processing Agreement set out in Annex A shall apply to govern any data collected, used, disclosed or otherwise processed under this Contract which may singly or in combination with other data identify an individual. The obligations of the Parties under this Clause 10 shall survive the complete performance, termination or expiry of the Contract.

## **11. Sub-Contracting and Assigning**

The Contractor shall not sub-contract or assign the Contract without the written consent of CAG.

## **12. Dispute Resolution and Governing Law**

### Dispute resolution

12.1 Any dispute, claim, disagreement or difference (each, a “**Dispute**”) between the Parties arising out of or in connection with the Contract, including any question regarding the existence or validity or termination thereof, shall be resolved by reference to arbitration or by litigation at the election of CAG in accordance with Clauses 12.1 – 12.3.

- 12.2 CAG may make an election to resolve a dispute by reference to arbitration or litigation of its own accord by written notice to the Contractor, or within thirty (30) days of the receipt of a written notice from the Contractor, which notice shall:
- (1) be submitted within fourteen (14) days from the date the Dispute arose;
  - (2) state the specific Dispute to be resolved and the nature of the same; and
  - (3) request that CAG makes an election whether the Dispute as stated shall be resolved by reference to arbitration or by litigation.
- 12.3 If CAG does not make the election under Clause 12.2 within thirty (30) days of the receipt of the written notice from the Contractor, or if CAG elects to refer any Dispute to litigation, the Dispute shall be resolved by litigation before the Singapore courts and each Party agrees to submit to the exclusive jurisdiction of the Singapore courts for such purpose.
- 12.4 In the event that CAG elects to refer any Dispute to arbitration, the Contractor shall be notified by CAG accordingly, and such Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Clause 12.4. The arbitration shall be conducted in the English language. The seat of the arbitration shall be Singapore. The arbitral tribunal shall consist of one arbitrator to be agreed upon between the Parties.
- 12.5 Either Party may propose to the other Party the name(s) of one or more persons, one of whom would serve as the arbitrator. If no agreement is reached between the Parties within thirty (30) days after the receipt by one Party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of the SIAC. Any reference to arbitration under this Clause 12 shall be a submission to arbitration within the meaning of the Arbitration Act (Cap. 10) for the time being in force in Singapore. The application of Part II of the International Arbitration Act (Cap. 143A), and the Model Law referred thereto, to this Contract, is hereby excluded.
- 12.6 The commencement of any arbitration or litigation shall not affect the obligation of the Contractor to continue the performance of its obligations under this Contract.
- 12.7 The Contractor hereby agrees to submit itself to the jurisdiction of the courts in Singapore in respect of any claim arising against the Contractor under the Contract which is referred to the courts and to obey any order or judgment of the courts in respect of such claim and when and so far as it may be necessary that any instrument or order issued from the courts or any appeal therefrom should be served on the Contractor in any proceedings to be taken for the enforcement of the Contract, the

Contractor hereby agrees and consents that the service of such instrument or order on the Contractor in accordance with the Contract shall be in all respects operative and effective.

#### Governing law

12.8 The Contract shall be governed by and construed in accordance with the Laws of the Republic of Singapore.

### **13. Termination**

13.1 CAG may terminate this Contract immediately by notice to the Contractor in the event that:

- (1) the Contractor shall fail and continue to fail to perform or observe any of its obligations under the Contract despite having been given reasonable notice by CAG of such failure and reasonable time (which shall not be more than thirty (30) days after such notice) and opportunity to remedy such failure;
- (2) the Contractor becomes insolvent, or is unable to pay its debts, under the applicable Laws (unless “proceedings” as defined in s 440(6) of the Insolvency, Restructuring and Dissolution Act 2018 have commenced without conclusion);
- (3) if any order is made or a resolution is passed for the winding up of the Contractor (whether voluntarily or compulsorily, save for the purpose of solvent amalgamation or re-construction);
- (4) if a liquidator, provisional liquidator, an administrator, administrative receiver, receiver and/or manager is appointed in respect of the whole or any part of the Contractor’s assets, property, undertaking or business; or
- (5) if the Contractor suffers any distress or execution upon its property.

13.2 Without prejudice to CAG’s rights under Sub-clause 13.1, CAG may terminate the Contract by giving to the Contractor prior notice of not less than one (1) month, (or such other period as may be stated in the Contract or as may be agreed by the Parties in writing) notwithstanding the absence of any failure on the part of the Contractor to perform its obligations under the Contract, and without being obliged to give any reason for such termination.

13.3 Either Party may terminate this Contract in accordance with Sub-clause 16.3 (Force Majeure) below.

13.4 Upon any termination of the Contract:

- (1) under Sub-clauses 13.1 or 13.2, the Contractor shall be entitled to receive payment for any Goods delivered and/or Services supplied in accordance with the terms of the Contract up to the effective date of termination, less any sum due to CAG in respect of antecedent breaches, if any, by the Contractor and the Contractor shall not be entitled to any further compensation or remuneration or any indirect or consequential losses; or
- (2) under Sub-clause 13.1, CAG shall be entitled to obtain the same or comparable goods and/or services, as the case may be, from other Persons in replacement of the Goods and/or Services, as the case may be, not provided by the Contractor in accordance with the Contract, in which case all costs and expenses incurred by CAG in excess of the sum which would otherwise be payable to the Contractor for the Goods and/or Services, as the case may be, shall be payable as damages by the Contractor to CAG from all sums due or to become due to the Contractor under the Contract or other contracts made between CAG and the Contractor,

and in any such case, the Contractor shall immediately deliver up to CAG all the documents, information and any other things earlier provided by CAG to the Contractor for the purposes of the Contract, except where expressly agreed otherwise between the Parties.

- 13.5 Any termination of the Contract, for whatever reason, shall not prejudice or affect the accrued rights or claims and liabilities of either Party.

**14. Warranty**

14.1 By Contractor

- (1) The “Warranty Period”:
  - (a) with respect to each of the Goods, shall commence on the date of receipt of such Goods in Singapore. The Warranty Period for each of the Goods shall be twelve (12) months from the date of receipt of such Goods, or such period as agreed by the Parties in writing; and
  - (b) with respect to the Services, shall commence on the date of the commencement of the Term and shall be effective until a reasonable period after the expiry of the Term.

- (2) The Contractor represents and warrants that:
- (a) as at the commencement date of the Term, all information, statements and representations contained in the Proposal are true, accurate and not misleading save as may have been specifically disclosed in writing to CAG prior to the issue of the Letter of Acceptance or the Agreement (as the case may be) or Purchase Order by CAG, and the Contractor shall promptly advise CAG of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
  - (b) it has full capacity and authority to enter into and to perform its obligations under the Contract;
  - (c) its execution, delivery or performance of its obligations under this Contract will not result in a default under its constitution, any Laws to which it is subject, any judgment, order or decree of any governmental authority to which it is subject, or any agreement to which it is bound;
  - (d) there are no legal proceedings pending, threatened, or foreseeable against it, which would affect its ability to complete its obligations under the Contract;
  - (e) it has not taken or authorised any proceedings related to its bankruptcy, insolvency, liquidation, judicial management, receivership, dissolution or winding up;
  - (f) it has or has procured the knowledge, expertise, experience, capability and resources to provide the Services at all times in a good and workman-like manner and within the highest standards of the relevant industry, including all necessary materials, tools, equipment and personnel which meet any description or specifications set out in the Contract (including without limitation the Particular Requirements/Specifications);
  - (g) it has or shall have, at its own expense, before providing any of the Services and/or supplying any of the Goods, all the necessary registrations, certificates, permits, licenses and authorisations to conduct business and provide the Services and/or supply the Goods;
  - (h) without prejudice to the rights that CAG may otherwise have at Law and in addition to the other warranties given, the performance of all of the Contractor's obligations hereunder and all materials and equipment provided by or on behalf of the Contractor in connection with the Services shall be free from defect or deficiency;

- (i) neither it nor any of its employees, agents and sub-contractors is a Restricted Party and that it has not received notice of or is not aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority. The Contractor acknowledges and agrees that this is an on-going representation and the Contractor shall immediately inform CAG in writing in the event it becomes aware of any change in circumstances that would affect the representation made.

#### 14.2 Assignment

The Contractor shall ensure that all warranties given to it by its agents, employees and/or sub-contractors pursuant to the Contractor's obligations under this Contract, shall be immediately assigned absolutely to CAG with copies thereof provided to CAG, or if CAG so agrees, otherwise made available for CAG's benefit.

#### 14.3 Defect or deficiency

- (1) If, at any time during the Warranty Period, CAG discovers and notifies the Contractor of any deficiency of the Services, the Contractor shall at its own expense promptly remedy such deficiency.
- (2) If, at any time during the Warranty Period, any of the Goods are found to be:
  - (a) damaged, defective in design, materials or workmanship;
  - (b) not in accordance with the Contract, the Particular Requirements/Specifications, or any specifications incorporated into the Contract by reference or otherwise;
  - (c) inferior to any samples approved by the Contractor; or
  - (d) having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees set forth in the Contract or specifications published by the Contractor as applicable to the Goods,

then unless it is shown that the foregoing is caused solely by improper use or mishandling by CAG, the Contractor shall, at its own expense (including transportation costs), at the written notification of CAG, replace, rectify or completely repair the damaged or defective Goods. The Contractor may, in lieu thereof, elect to replace the damaged or defective Goods.

- (3) In the event that the Contractor does not fulfill any of its obligations under this Sub-clause 14.3, CAG shall have the right to purchase replacements of the Goods and/or Services, or remedy and make good any damage, defect or deficiency in any manner it deems necessary, and all costs thereby incurred shall be recoverable from the Contractor by deduction from any monies due to the Contractor under the Contract.
- 14.4 Save as provided in this Contract, no representations, warranties or conditions are given or assumed by CAG in respect of any information which is provided to the Contractor by CAG and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by the applicable Law.
- 14.5 The Warranty Period for the replacement or repaired Goods and/or Services shall be extended by a period equivalent to the period commencing from the date of the said notification to the date of acceptance of the repaired/replaced Goods and/or Services by CAG in Singapore. In the event that the Warranty Period (after such extension) outstanding at the date of such acceptance is less than one (1) month, the Warranty Period shall be extended by a further period of one (1) month.
- 15. Title and Risk**
- 15.1 Title to the Goods provided under the Contract shall pass from the Contractor to CAG upon successful completion of the acceptance test (if any) specified under the Contract or upon delivery if there is no acceptance test, whichever is earlier. The risk of loss or damage to the documentation (if any) specified under the Contract shall pass upon delivery of the Goods. However, the risk of loss or damage to the Goods shall only pass from the Contractor to CAG upon CAG's acknowledgement of receipt of the Goods.
- 15.2 Notwithstanding Clause 15.1, the risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are redelivered by CAG to the Contractor for the purpose of modification, replacement, repair or rectification until the Goods are so modified, replaced or rectified and delivered again to CAG.
- 15.3 Title to equipment and all other property at any time furnished by CAG to the Contractor for the performance of this Contract shall at all times remain with CAG.
- 15.4 Risk of loss or damage to the equipment and all other property at any time furnished by CAG to the Contractor shall vest in the Contractor from the moment the Contractor takes delivery of the equipment or such other property until such time as the equipment or such other property is delivered to CAG.

## **16. Force Majeure**

- 16.1 If any Party is by reason of Force Majeure rendered unable wholly or in part to perform its obligations under this Contract, then upon notice in writing of such Force Majeure from any Party affected to the other Party, the Party affected shall be excused from performance of its obligations to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist, provided that nothing in this Clause shall relieve any Party of its obligations which have accrued at the date of such notice. The notice shall be given within fourteen (14) days from the earlier of the time the affected Party first had knowledge, or the time the affected Party ought reasonably to have knowledge of the Force Majeure, and, the affected Party must have made every effort to remove, remedy or mitigate the cause or effect of the Force Majeure, failing which the affected Party shall not be entitled to rely on this Clause 16.1.
- 16.2 CAG may require the Contractor to fulfil its other obligations referred to in Clause 16.1 immediately upon the cessation of the Force Majeure regardless of whether or not the Force Majeure shall cease during or after the period of the Contract or for further period reserved by CAG under any option provided in the Contract subject to earlier termination in accordance with the Contract.
- 16.3 If the Force Majeure continues for a period longer than thirty (30) days after the notice is issued pursuant to Clause 16.1, either Party may terminate the Contract by notice to the other Party with immediate effect.

## **17. Variation of Contract**

The provisions of the Contract may not be varied unless such variation shall have first been expressly accepted in writing by the Contractor and CAG.

## **18. Intellectual Property Rights**

- 18.1 The Contractor warrants that the Goods and/or the Services, as the case may be, do not infringe any copyrights, and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, knowhow and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.
- 18.2 It is agreed and declared between the Parties that the Contract is not intended and should not be taken as transferring the intellectual property of CAG to the Contractor or to any other Person.



- 18.3 Each Party shall retain all rights, title and interest in and to its respective Background IP (defined below).
- 18.4 The Contractor shall not without the prior consent of CAG, use the name, logo, any trade name or registered trademarks of CAG, any images of Changi Airport or Seletar Airport or any part thereof, or any of CAG's Background IP in any advertising or communications to the public in any format.
- 18.5 All rights, title and interest in and to the Foreground IP (defined below) shall, by way of both present and future assignment, vest absolutely in CAG for the full duration of all such rights and all throughout the world, free from any encumbrances, and extending without limitation to the sole and exclusive right to exploit the same by any and all means in any and all media throughout the world, to the intent that the grant of protection thereby derived shall be solely in the name of and vest in CAG to the exclusion of the Contractor.
- 18.6 Notwithstanding the foregoing, if any part of the Foreground IP shall at any time accrue to the Contractor by operation of law or howsoever otherwise, and whether vested, future and/or contingent, the Contractor hereby irrevocably assigns such rights to CAG immediately upon the vesting of such rights in the Contractor, such that CAG shall be entitled to all rights, title and interest in and to the same on the same terms as set forth in Sub-clause 18.5 above.
- 18.6A Where any of the Foreground IP and/or the Contractor's Background IP is created by the Contractor and/or its employees and the copyright contained therein belongs to the Contractor, the Contractor hereby waives their right (if any) to be identified, and where any of the Foreground IP and/or the Contractor's Background IP is created by any other Persons (other than the Contractor) and the copyright contained therein is assigned, licensed or sub-licensed (as the case may be) to the Contractor, the Contractor hereby undertakes to obtain an express waiver in writing of their right (if any) to be identified, from all such Persons and to provide the same to CAG as soon as reasonably practicable. In any event, and unless specifically agreed with CAG, the Contractor hereby warrants that it shall ensure that any right to be identified (if any) existing or subsisting in any and all Foreground IP and/or the Contractor's Background IP provided to CAG have been waived in writing.
- 18.7 The Contractor hereby grants or shall procure the grant of an irrevocable, non-exclusive, royalty-free, sub-licensable, transferable, worldwide and perpetual licence or sub-licence to CAG, to use, reproduce, adapt, modify, format, re-format, create derivative works of, publish, publicly perform or display, and/or combine with any other works, any of the Contractor's Background IP (defined below), for any and all purposes as CAG may see fit under this Contract.

- 18.8 If the Contractor, or any of its subcontractors or suppliers intends to assign any of the Contractor's Background IP, the Contractor shall ensure and procure that the assignee of such Background IP and every successor in title to the same has prior written notice of the licence or sub-licence granted pursuant to Sub-clause 18.7, and agrees to continue granting the licence or sub-licence on the same terms herein to CAG.
- 18.9 The Contractor hereby warrants, represents and undertakes that:
- (1) it has the authority and all rights to assign the Foreground IP, license and/or sub-license the Contractor's Background IP in accordance with the terms hereunder, and further agrees that from the date of this Contract, the Contractor has no further claims to the Foreground IP;
  - (2) the Foreground IP and/or the Contractor's Background IP do not and shall not infringe any IP (defined below) rights;
  - (3) the Foreground IP are original works created by the Contractor, its subcontractors or suppliers (as the case may be) for this Contract;
  - (4) the use and exploitation by CAG of the Foreground IP and/or the Contractor's Background IP, in accordance with this Contract, shall not expose CAG to any claim, action or proceeding, or damage the reputation of CAG;
  - (5) upon request by CAG, it will execute all documents, do all such acts, render such assistance and take such other action as CAG may require, at CAG's expense, to perfect, confirm and protect CAG's rights, including without limitation any rights granted to CAG under this Contract;
  - (6) it has not granted, and will not grant, any rights to enter into any agreements that will prevent or limit the rights of CAG under this Contract; and
  - (7) when requested by CAG, it will provide CAG with any and all documents relating to the Foreground IP and/or the Contractor's Background IP in its possession or control, including any copyright certificates (if any), plans, written works etc, in a timely manner and in any event not more than ten (10) days from the date of CAG's request.
- 18.10 The Contractor shall immediately notify CAG in the event that any third party makes any claims arising in connection with any threatened or actual claim for infringement of Foreground IP and/or the Contractor's Background IP. The Contractor agrees that it shall not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action, and shall offer all reasonable assistance and cooperation in the defence, settlement or compromise of such claim as may be required by CAG.

18.11 Where any injunction restraining the use or exploitation by CAG of any Foreground IP and/or the Contractor's Background IP is, in the opinion of CAG, likely to be granted by a court to a third party, the Contractor shall do all such acts and things either to render such IP non-infringing without affecting any of the Contractor's other duties and obligations under this Contract, or shall at CAG's option and at the Contractor's expense, obtain a licence from such third party granting CAG the right to continue using them.

18.12 In this Contract, in particular at this Clause 18:

- (1) **"Background IP"** means any IP created otherwise than in the course of the performance of this Contract;
- (2) **"Contractor's Background IP"** means all Background IP introduced to, disclosed by, supplied by or otherwise expressly documented by the Contractor and made available to CAG pursuant to this Contract, whether or not such IP is owned by the Contractor;
- (3) **"Foreground IP"** means any IP that results from or is generated pursuant to, or for the purpose of, or in the course of the performance of, this Contract including such IP in the Deliverables, but excluding the Background IP; and
- (4) **"IP"** means the intellectual property rights recognised under the law of any jurisdiction anywhere in the world, including without limitation, patents, trademarks, copyright and registered designs.

## **19. Taxes**

19.1 The Contractor shall be responsible and liable for all corporate and personal income taxes, withholding taxes, customs duties, fees, fines, levies, assessments and other taxes payable under the Laws of Singapore by the Contractor or its employees, agents or subcontractors in carrying out their obligations under the Contract. For avoidance of doubt, the Contractor shall be the importer of records at all times.

19.2 If the Contractor, its employees, agents or subcontractors shall be liable to pay a tax, fee, duty, fine, levy and assessment in Singapore and CAG receives or may receive a request from the tax authorities to pay such tax on behalf of or to withhold payments under the Contract from the Contractor and/or its employees, agents or subcontractors for payment of such tax, the Contractor hereby authorises CAG to comply with such request. CAG shall release such sum withheld when the Contractor provides CAG with a letter from the Inland Revenue Authority of Singapore stating

that the Contractor is cleared or exempted from tax or indicating the actual amount to be deducted and withheld from the payment(s) due to the Contractor for tax. For the avoidance of doubt, no interest whatsoever shall be payable on any payment deducted and withheld by CAG under this Clause .

19.3 CAG shall pay to the Contractor a sum equivalent to the Goods and Services Tax chargeable under the GSTA (or a tax of a similar nature which may be or become chargeable or imposed by the competent authorities) on the provision of the Services and supply of the Goods, if the Contractor is a taxable person for the purpose of such tax.

19.4 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if it is a taxable person for the purpose of such tax, be in the same form and contain the same information as if it were a tax invoice for the purposes of the Laws made under such Act.

## **20. Compliance with Laws**

20.1 The Contractor shall at all times observe, comply and act in accordance with and procure that their employees, agents and subcontractors observe, comply and act in accordance with the requirements under this Contract and the Laws, and obtain and secure all Requisite Consents.

20.2 Without prejudice to the foregoing Clause 20.1, the Contractor shall at all times observe and conform with all such rules, regulations, bye-laws, codes and directions as may be imposed on the Contractor by CAG and/or other Government Agencies from time to time for the management and administration of the Singapore Changi Airport, and at all times ensure that the Contractor's employees, agents and subcontractors observe and comply with the same.

## **21. Notices and Execution**

21.1 Unless notified otherwise, all communications and notices by either Party to the other Party shall be deemed to have been properly served:

- (1) if delivered by hand or registered post to such other Party at its address stated in the Contract or to any other address notified by such other Party to the notifying Party before such communication or notice;
- (2) if the Contract shall be made through the Supplier Portal, if delivered in accordance with the notice provisions of the terms and conditions of use of the Supplier Portal; or

(3) if sent to the email addresses stated in the Contract or such other updated email addresses informed by either Party to the other Party.

21.2 A demand or notice made or given by one Party to another Party in accordance with Sub-clause 21.1 shall be effected and deemed to be duly served:

(1) if it is delivered, when left at the address required by Sub-clause 21.1;

(2) if it is sent by prepaid post (air-mail, if international), two (2) days after it is posted; or

(3) if it is sent by email, at the time of transmission provided no delivery failure or out of office notification is received;

and in proving such service in Sub-clauses 21.2 (1) and (2) it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid ordinary mail.

21.3 Parties may execute this Contract in counterparts, which taken together will constitute one instrument.

21.4 Parties agree that this Contract may be electronically signed by the authorised representatives of the Parties, including by the affixing of (i) a scanned copy or photograph of a wet ink signature; (ii) a jpeg or other electronic format signature; or (iii) an electronic or digital signature using an electronic signing platform with an identity authentication method (by password or otherwise), and the Parties shall accordingly deem such electronic signatures to be original and authentic signatures.

## **22. Limitation of Liability**

22.1 Notwithstanding any remedy set forth herein, CAG shall in no event be liable to the Contractor for any loss of profit, loss of reputation, loss of earnings, or for any indirect, incidental, consequential, punitive or other special damages suffered by the Contractor, its customers, employees, agents or subcontractors (including legal costs calculated on a full indemnity basis and solicitor and client costs, and other professional costs and expenses), arising out of or in connection with this Contract, even if any of the foregoing were reasonably foreseeable or if CAG has been advised of the possibility of such damages.

## **23. Status of Contractor and other Persons**

### **23.1 Independent Contractor**

In performing its obligations under the Contract, the Contractor shall be an independent contractor and not the agent or employee of CAG and in particular, the Contractor shall do all things necessary to observe and comply with the provisions of the Workplace Safety and Health Act (Cap. 354A). The Goods and/or Services shall be provided under the supervision and control of the Contractor and CAG shall have no obligation to supervise the Contractor's employees, agents or sub-contractors. The Contractor shall have no authority to make statements, representations or commitments of any kind or take any other action binding on CAG, except as specifically provided in the Contract. It is expressly agreed that it is not the purpose or intention of the Contract to create, nor shall the same be construed as creating, any partnership or joint operation between CAG and the Contractor.

### **23.2 Agent**

Where the Contractor appoints any Person other than its employee or any Contractor's Personnel (the "**Agent**") to act on the Contractor's behalf in respect of the Contractor's performance of its obligations under the Contract:

- (1) CAG shall be entitled but not obliged at any time and from time to time, to act upon any instruction, request, notice or other communication from the Agent;
- (2) the power of CAG under paragraph (1) above shall continue until CAG receives reasonable notice from the Contractor to cease acting upon such communication from the Agent; and
- (3) CAG shall not be liable for and the Contractor shall indemnify CAG against any demands, claims, proceedings, losses, damages, costs (including solicitor and client costs) and expenses suffered or incurred by CAG, its servants or agents as the result of CAG acting upon any instruction, request, notice or other communication from the Agent in accordance with the power granted to CAG under this Sub-clause 23.2 and/or as the result of any act or omission of the Agent.

### **23.3 Payment to sub-contractor**

- (1) CAG shall be entitled at its sole discretion to make payment directly to any sub-contractor of the Contractor of such amounts as CAG determines in accordance with the terms of the Contract. Such payment will be a good discharge of CAG's obligation to pay the same due or subsequently becoming due to the Contractor under the Contract.

- (2) For the avoidance of doubt, the exercise of the foregoing right by CAG will not relieve the Contractor of its obligations under the Contract unless otherwise stated by CAG.

## **24. Compliance with Terms and Conditions of Airport Pass**

- 24.1 In the event that the employees, agents and sub-contractors of the Contractor require access into the restricted areas of Singapore Changi Airport (“**Restricted Areas**”) to provide the Goods and/or Services, the Contractor shall at its own cost and expense, make the necessary application for an Airport Pass to be issued to such employees, agents and sub-contractors.
- 24.2 The Contractor undertakes to ensure that its employees, agents and sub-contractors will use the Airport Pass only for the purpose of providing the Goods and/or Services and will not in any way mis-use the Airport Pass and/or breach any of the terms and conditions pursuant to which the Airport Pass was issued (“**Airport Pass Conditions**”).
- 24.3 The Contractor further undertakes to ensure that its employees, agents and sub-contractors will promptly return the Airport Pass in the event they no longer require access into the Restricted Areas to provide the Goods and/or Services and/or when they leave the employment of the Contractor.
- 24.4 The Contractor agrees that any breach by its employees, agents and/or sub-contractors of the Airport Pass Conditions or mis-use of the Airport Pass by such persons will constitute a breach by the Contractor. In such an event and without prejudice to any other remedies available to it, CAG shall be entitled to make the appropriate deductions from the security deposit, if any.

## **25. Non Solicitation**

- 25.1 The Contractor undertakes that during the Term of the Contract, it will not:
- (a) solicit or entice away (or assist anyone else in soliciting or enticing away) any member of CAG’s professional staff with whom the Contractor has had dealings in connection with the Contract; or
  - (b) employ any such person or engage them in any way to provide services to it.
- 25.2 The undertaking in Sub-clause 25.1 will not apply to any CAG employee who without having been previously approached directly or indirectly by the Contractor, responds to an advertisement placed by the Contractor or on its behalf.

**26. Co-operation in the investigation of aerodrome incidents**

26.1 In order to facilitate CAG's investigation into certain aerodrome incidents, the Contractor shall promptly provide CAG with all information reasonably requested by CAG. In addition, in the event the Contractor's employees, agents and/or sub-contractors are involved in any of the following aerodrome incidents, upon CAG's or the relevant investigating authority's request, the Contractor shall procure such employees, agents and/or sub-contractors to attend a medical and toxicological examination as soon as is practicable. The aerodrome incidents in question relate to:

- a) Runway safety;
- b) Aircraft safety; and/or
- c) Serious airside incidents

26.2 The Contractor shall bear the costs of the aforesaid medical and toxicological examinations as well as ensure that the results of such examinations are promptly disclosed to CAG. The Contractor shall be responsible for ensuring that all necessary consents have been obtained for the release of the said results of such examinations to CAG.



## ANNEX A – DATA PROCESSING AGREEMENT

This data processing agreement (“**Data Processing Agreement**”) is entered into between the Contractor and Changi Airport Group (Singapore) Pte. Ltd (“**CAG**”) (collectively, “**Parties**”). If Parties previously entered into a data processing agreement, this Data Processing Agreement now supersedes the foregoing.

This Data Processing Agreement is meant to ensure Parties’ compliance with the requirements imposed by the Personal Data Protection Act 2012 of Singapore and any other applicable data protection laws and regulations in the performance of the Contract.

### *Definitions*

1. In this Data Processing Agreement, the following meanings shall apply:

“**Contract**” has the meaning set out in CAG’s Conditions of Contract.

“**Data Protection Laws**” means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument relating to the protection of personal data or data privacy including the PDPA and the GDPR.

“**Data Subject**” means the natural person who is the data subject in respect of any Personal Data.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679 as may be amended, consolidated, re-enacted or replaced from time to time and any national implementing laws, regulation(s) and secondary legislations.

“**Personal Data**” has the meaning set out in the PDPA, as augmented by the meaning set out in any other applicable Data Protection Laws. In the event of conflict between the PDPA and other applicable Data Protection Laws, the broadest definition shall apply.

“**PDPA**” means the Personal Data Protection Act 2012 of Singapore as may be amended, consolidated, re-enacted or replaced from time to time.

“**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

### *General*

2. The Contractor shall comply with the PDPA and all other applicable Data Protection Laws. The Contractor shall establish appropriate policies and procedures to ensure compliance with applicable Data Protection Laws and this Data Processing Agreement and educate any persons authorised by the Contractor to Process Personal Data about such policies and procedures.
3. In the event that the GDPR applies, the Contractor further agree to such Standard Contractual Clauses as necessary for compliance with the GDPR. The Standard Contractual Clauses refers to those clauses prescribed in “Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council” as applicable and as may be amended by the relevant authorities from time to time (copies of the Standard Contractual Clauses shall be provided to the Contractor upon request).

*Purpose*

4. The Contractor shall Process Personal Data only as contemplated by and for the purposes of this Data Processing Agreement, the Contract, or other equivalent express instruction from CAG to the Contractor in writing (“**Purpose**”). In the event of conflict, the Data Processing Agreement shall prevail.
- 4A. In the event that the Contractor discloses Personal Data to CAG, the Contractor represents and warrants that it has valid authority and consent to make such disclosure, to confirm the accuracy of the Personal Data disclosed, and to consent on behalf of the individuals identified to the use of the Personal Data for:
  - 4A.1 the Purpose;
  - 4A.2 compliance and record keeping;
  - 4A.3 commencing or defending any legal proceedings or intended legal proceedings, including but not limited to claims against third parties for any loss or damage suffered by CAG;
  - 4A.4 making police reports;
  - 4A.5 making insurance claims; and
  - 4A.6 other matters as CAG may reasonably require in the course of its business.

The Contractor shall inform CAG immediately if it receives any withdrawal of consent for the collection, use or disclosure of Personal Data the Contractor has disclosed to CAG and/or any changes or inaccuracy in such Personal Data.

*Accuracy*

5. The Contractor shall take reasonable steps to ensure that any Personal Data collected on behalf of CAG is accurate and complete.

*Transfer*

6. The Contractor shall not transfer any Personal Data outside of Singapore. This clause shall not apply where an agreement to the contrary has been reached in writing. In that event, the Contractor shall ensure that Personal Data is transferred on standards of protection equivalent or better than in Singapore.

*Security and Protection*

7. The Contractor shall make reasonable and appropriate security arrangements including where relevant administrative, physical and technical measures to protect the Personal Data from unauthorised Processing, taking into consideration the nature of the Personal Data, the form in which the Personal Data has been collected and the possible impact to the person concerned in the event of unauthorised activity. Security arrangements made must at the minimum be compliant with all applicable mandatory legal standards, industry security standards and Appendix 1. In the event that the Contractor is designing a system or process for CAG that is intended to process Personal Data, the Contractor shall ensure that in its design it considers and builds into the system or process such data protection measures as required under applicable Data Protection Laws. If in doubt, the Contractor shall seek clarification from CAG on the necessary measures required under this Clause 7.

*Incident notification and handling*

8. The Contractor shall establish appropriate policies and processes to escalate to CAG and to manage and resolve any unauthorized Processing of Personal Data (“**Personal Data Incident**”). The Contractor shall

notify CAG promptly and in any event within twenty-four (24) hours of learning of any confirmed or likely Personal Data Incident. Such notification shall be accompanied by a statement of relevant information pertinent to the Personal Data Incident including the nature of the incident, the likely cause, the number of persons impacted, the types of Personal Data compromised, and the steps taken or intended to be taken to contain the incident. The Contractor shall give CAG all reasonable assistance required to resolve the Personal Data Incident including participation in incident investigation and taking such containment actions as may be directed by CAG.

#### *Confidentiality*

9. The Contractor shall maintain the confidentiality of the Personal Data in accordance with Clause 9 of the Conditions of Contract and limit access to necessary persons, save when there is an inconsistency between the provisions of Clause 9 of the Conditions of Contract and any of the provisions of this Data Processing Agreement, then the provisions of this Data Processing Agreement will prevail to the extent of the inconsistency. The Contractor shall place appropriate legal obligations of confidentiality on such persons accessing the Personal Data.

#### *Third party processing*

10. The Contractor shall not engage another party to Process the Personal Data unless expressly agreed to in writing, whether in a related contractual agreement or equivalent medium. If such agreement is reached, this clause shall not apply. Instead, the Contractor shall:
  - 10.1 Ensure that the same or equivalent data obligations as set out in this Data Processing Agreement are imposed on the other party;
  - 10.2 Ensure that the other party is fully aware of the responsibilities under this Data Processing Agreement that have been assigned to it;
  - 10.3 Remain fully liable to CAG regardless whether the Processing is carried out by the other party or the Contractor; and
  - 10.4 In the event that CAG has given general authorisation for the Processing of Personal Data by other parties, ensure that the Contractor maintain and make available a list of such parties together with a description of the Processing carried out by each such party, inform CAG of any intended changes to the list, and give CAG reasonable opportunity to state its objection to such changes. The Contractor shall address all such objections within a reasonable time.

#### *Right to request deletion of Personal Data*

11. The Contractor shall retain Personal Data no longer than necessary to carry out the Purpose (or as otherwise directed by CAG) and in any event not longer than statutory or professional retention periods under applicable Data Protection Laws. Within ten (10) working days from the end of the provision of services by the Contractor to CAG, the Contractor shall provide written confirmation that all copies of Personal Data have been securely disposed of (or at CAG's election returned to CAG), unless otherwise prevented by an applicable law. In that event, the Contractor shall provide a written statement describing the law and the effect of the law on the Contractor's compliance with the obligations set out in this Data Processing Agreement.

*Data subject's rights*

12. The Contractor shall reasonably assist CAG to respond to requests by Data Subjects to exercise rights stipulated under applicable Data Protection Laws. This includes informing CAG of the relevant Data Subject requests the Contractor receives, carrying out reasonable requests by CAG to access, amend, restrict or delete Personal Data and providing information pertinent to communications by a Data Subject.

*Records and audits*

13. The Contractor shall maintain and make available records of all Processing activities carried out by the Contractor and sub-contractors as well as any information necessary to demonstrate compliance with applicable Data Protection Laws. This includes logging access to and extraction of Personal Data, the keeping of complete and accurate records to demonstrate the Contractor's compliance with this Data Processing Agreement, providing technical audit reports and certifications on request and responding to requests for due diligence information. The Contractor agrees to participate in risk assessments that may be required under applicable Data Protection Laws. CAG may audit the Contractor's compliance with this Data Processing Agreement through a reputable third party auditor at least once a year where required by law or in the event that the Contractor is found to be in breach under any applicable Data Protection Law.

*Others*

14. Without prejudice to the obligations under this Contract for the Contractor to indemnify CAG, the Contractor shall indemnify on demand and hold harmless CAG from and against all losses (including direct, indirect or consequential losses, loss of profit, loss of reputation), interest, damage, demands, expenses, claims, demands, choses in action, judgments, suits, proceedings, liabilities, administrative action and penalties, remedies, expenses, costs (including legal costs assessed on a full indemnity basis and solicitor and client costs) arising from, or incurred, suffered or resulting from: (i) a breach of this Data Processing Agreement; (ii) the non-performance or negligent performance of the Contractor's obligations under this Data Processing Agreement; and/or (iii) the enforcement of this Data Processing Agreement.
15. For the avoidance of doubt, the terms of this Data Processing Agreement form an integral part of this Contract. In the event of an inconsistency between this Data Processing Agreement and the Conditions of Contract, the provisions of this Data Processing Agreement will prevail to the extent of the inconsistency.

## Appendix 1

### 1. Notices

Any notices regarding the day-to-day obligations under this Appendix should be communicated in writing via email or other written notice to the Data Protection Officer.

### 2. General Security Practices

The Contractor 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 Contractor's locations providing services to CAG ("Services").

The Services are set forth in one or more agreement between the Contractor and CAG.

### 3. Technical and Organizational Security Measures

#### 3.1. Organization of Information Security

- a. **Security Ownership.** The Contractor has appointed one or more persons responsible for designing and reviewing the security architecture, effective implementation of security controls, compliance with regulatory policies and standards, coordinating and monitoring security rules and procedures, such as an Account Cyber Security Officer.
- b. **Security Roles and Responsibilities.** The Contractor's personnel with access to personnel data are subject to confidentiality obligations.
- c. **Risk Management.** The Contractor shall perform a risk assessment before processing the personal data or offering the Services.

#### 3.2. Human Resources Security

- a. **General.** The Contractor informs its personnel about relevant security procedures and their respective roles. The Contractor 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 contractor may result in the termination of his or her contract or assignment with the Contractor.
- b. **Training.** The Contractor's personnel with access to personal data receive:
  - i. annual security awareness and training regarding privacy and security procedures for the Services 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.
- c. **Background Checks.** The Contractor's personnel are subject to criminal background checks.

### 3.3. Asset Management

- a. **Asset Inventory.** Assets associated with information and information-processing facilities are identified and an inventory of assets is maintained.
- b. **Information Classification.** The Contractor classifies personal data to help identify it and to allow for access to it to be appropriately restricted.
- c. **Media Handling**  
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 measures to prevent accidental exposure of personal data, e.g. using privacy filters on laptops when in areas where over-the-shoulder viewing of personal data is possible.
- d. **Data Disposal**  
The Contractor shall have a documented data disposal strategy that includes identification/detection and secured data removal/disposal of sensitive data in physical/electronic media. This includes degaussing of tapes/hard drives/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 Contractor maintains a record of security privileges of its personnel that have access to personal data, networks and network services.
- c. **Access Authorization.**
  - i. The Contractor must have data access policies which implements the following:
    - (a) Principle of least privilege access
    - (b) Multifactor authentication for all privilege access
    - (c) Regular reviews of personnel needing access to data
    - (d) Regular reviews of the rights of personnel to grant such access
    - (e) Traceability of every login to a single person.
    - (f) Lock-outs of accounts due to failed login attempts
    - (g) Locking access of unattended laptops/devices after a short predefined time (example 15 minutes)
    - (h) Secure password/credential storage
    - (i) Review and detection of unauthorised access to data where data includes personal data, credentials storage, logs and audit trails.
    - (j) Logging of access to data and regular reviews of this access.
  - ii. The Contractor 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 Contractor must have a policy on the use of cryptographic controls based on assessed risks.
- ii. The Contractor 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 Contractor 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 Contractor 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. Personnel must be registered and are required to carry appropriate identification badges.
- iii. A security alarm system or other appropriate security measures shall be in place to provide alerts of security intrusions after normal working hours.

- b. **Physical Access to Equipment.** The Contractor's equipment that is located off premises is protected using industry standard process to limit access to authorized individuals.

- c. **Protection from Disruptions.** The Contractor uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.

- d. **Clear Desk.** The Contractor has policies requiring a "clean desk/clear screen" at the end of the workday.

### 3.7. Operations Security

- a. Operational Policy. The Contractor 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 Contractor 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 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 Contractor has network policies which implements the following:
  - i. Segregation and Filtering of Traffic between Internet and Corporate Zones and between the different Corporate Zones
  - ii. Intrusion Prevention Capability

- iii. Access Control and Password Policies on Network Devices
- iv. 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 Contractor must adopt security requirements for the purchase or development of information systems, including for application services delivered through public networks.
- b. **Development Requirements.** The Contractor has policies for secure development, system engineering and support. The Contractor conducts appropriate tests for system/application security as part of acceptance testing processes.

### **3.10. Supplier Relationships**

- a. **Policies.** The Contractor has information security policies or procedures for its use of suppliers. The Contractor has agreements with suppliers in which they agree to comply with CAG's and/or the Contractor's security requirements as relevant.
- b. **Management.** The Contractor 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 Contractor 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 Contractor should have robust incident handling and response processes that includes the containment of threat, investigation, recovery and restoration of services.
- b. **Reporting.** The Contractor will report within twenty-four (24) hours to a designated response center any security incident that has resulted in a loss, misuse or unauthorized acquisition of any personal data.

### **3.12. Information Security Aspects of Business Continuity Management**

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

### **3.13. Audit and Assessment**

- a. CAG reserves the right to perform an onsite audit for the purpose of completing our due diligence in data protection and security matters.