PART IV: SPECIFICATIONS

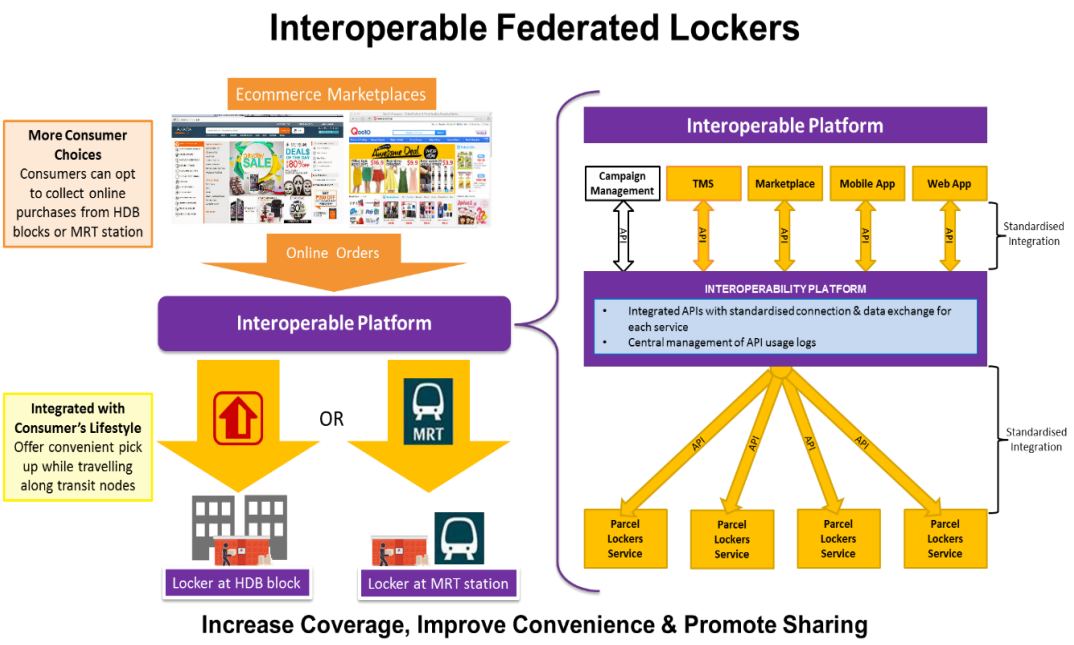
Introduction of Federated Locker

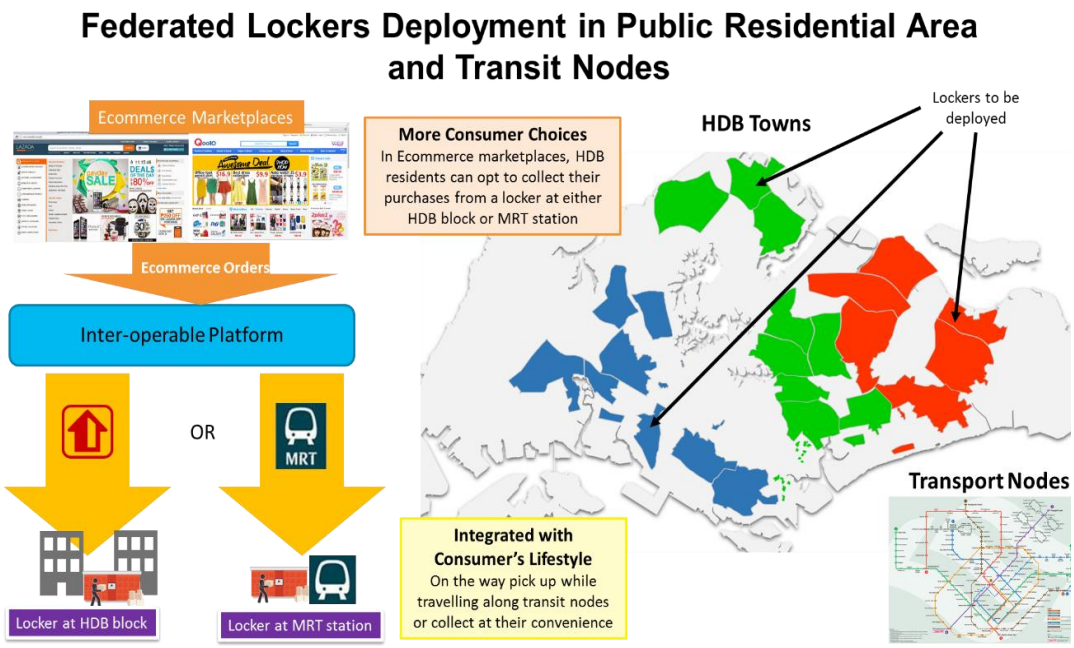
A. Background

"Federated Lockers" is an initiative by Info-communications Media Development Authority (IMDA) in collaboration with HDB & LTA to roll out Parcel Locker stations in HDB towns and transport nodes to facilitate last mile delivery services. ("**Federated Lockers**").

Singapore has experienced exponential growth in ecommerce purchases over the past few years and this growth is expected to continue at a fast pace. The Federated Lockers infrastructure will help to cope with the growth by enhancing ecommerce delivery experience. This infrastructure is expected to be operated by private companies and the efficiencies derived from the delivery to the lockers will help to significantly reduce the need for door-to-door deliveries. Singapore residents will also benefit by having locker stations as an alternative delivery option to the need to stay at home to await home deliveries.

Parcel lockers are not new in Singapore. There are more than 200 locker stations operated by a few private companies across the island currently. These companies who own these locker stations also run the delivery services. The locker stations are mostly located at commercial areas, post offices, convenience stores, petrol kiosks, community centres etc. These lockers are used primarily by their owners as a strategic and competitive advantage over their competitors and are seldom shared for use by other delivery companies. Coupled with the fact that these lockers are not located exactly near enough to where most people live, the utilization of these lockers remains low.





The Federated Lockers initiative attempts to resolve these issues by having parcel locker stations installed at HDB towns and transport nodes, and Operators are expected to open up and share the locker infrastructure to all delivery companies who would want to use them.

B. <u>Goals and Objectives</u>

The vision of 'Federated Lockers & Collection Points' programme is to transform last mile delivery to raise productivity and job quality as well as to improve liveability of the city by reducing traffic congestion and carbon emission.

The deployment plan of Federated Lockers would ensure a fair and transparent operator selection process for a **multi-party operator environment**. The multi-party parcel operator network will include an **interoperable** connectivity layer, which simplifies the information exchanges through data standardization, to "open" the current closed-access system, ensuring non-discrimination in the services and options provided. There will be mandatory standards adoption to ensure interoperability and open access.

The interoperability and open access will enable commercial Operators to participate in the Federated Lockers network. This will extend the reach of the Federated Lockers network and provide opportunities for commercial Operators to increase their locker utilization.

The Federated Lockers network in its full deployment state will encourage **healthy competition** to allow parcel Operators to compete effectively to offer **attractive pricing**, coupled with high service quality and functionalities, to all residents of Singapore.

In the Federated Locker environment, once fully deployed, residents in Singapore would enjoy **convenience** in accessing a HDB locker station within a maximum distance of 250 meters' radius from their residential block or from their preferred MRT

locker station or from commercially operated locker stations that join the Federated Lockers network.

Supported with market study findings, IMDA would be looking to deploy locker stations nationwide in the next 3 years. Operators can look forward to operating a minimum of 200 locker stations per operator to achieve sufficient operations synergy.

With the availability of parcel lockers, this will now allow **expansion of use cases**, to facilitate deliveries such as medicines, perishable products, library books and laundry services, making Singapore a more livable and future ready city.

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2. TERM AND RIGHT TO EXTEND

2.1 Unless otherwise terminated in accordance with the terms and conditions of the Agreement, the Agreement shall commence on the Commencement Date. The Operator shall operate the Locker Network for a period of twelve (12) months beginning from 1 October 2018 or such later date as may be notified in writing by IMDA to the Operator ("**Initial Pilot**"), following which IMDA shall have the right, but not the obligation to extend the Initial Pilot for a further term of 12 months ("**Extended Pilot**"), provided that IMDA provides a notice of extension in writing at least one (1) month prior to the expiry of the Initial Pilot.

2.2 The Parties shall initiate two (2) discussions in good faith, in the fifth (5th) and tenth (10th) months of the Initial Pilot, which shall comprise a mutual consultation on the viability and sustainability of the Project, having regard to its Purpose.

2.3 In the event that at the end of the Initial Pilot, a public tender for locker operators to operate a nationwide network of Locker Stations is called, by IMDA or otherwise, (the "**Nationwide Tender**"), the Operator may continue its operations at the designated Sites for the Extended Pilot, subject to IMDA's extension of the Initial Pilot as set out at **Clause 2.1.**

3. LOCATIONS

3.1 The Operator shall install and operate a network of Locker Stations in Bukit Panjang Town, which was proposed in Part II Section B, and at the selected MRT Station Sites at **Annex A** (each referred to as a "**Site**" and collectively, "**Sites**") as part of Project.

4. INSTALLATION OF THE LOCKER STATIONS

4.1 The Operator shall design and install the Locker Compartments and Locker Stations consistent with the Requirements, in accordance with the implementation schedules and milestones set out in Annex E.

4.2 The establishment of the Locker Compartments and Locker Stations at the Sites shall include all works necessary to ensure compliance with Requirements, including:

(a) any levelling or flood-proofing of the Sites as necessary;

(b) electrical works;

(c) bolting of and securing the Locker Stations to the floor or wall at each Site;

(d) installation of internet connectivity within the Locker Stations;

(e) relocation of existing fixtures including surveillance cameras and lighting where necessary;

(collectively, the "**Installation Works**").

4.3 The Operator shall have the right to sub-contract any aspect of Installation Works, provided always that, the Operator shall:

(a) be responsible for the actions and/or omissions of its officers, employees, agents, representatives and sub-contractors, as well as the actions and/or omissions of its sub-contractors' officers, employees, agents, representatives and contractors, as the case may be; and

(b) be liable for the performance and discharge of those rights and obligations, including for the acts, omissions, default, negligence or breach by its officers, employees, agents, representatives and sub-contractors, in addition to the actions and/or omissions of its sub-contractors' employees, agents, representatives and contractors, as the case may be.

4.4 Upon completion of the Installation Works, the Operator shall promptly notify (a) IMDA and HDB if the relevant Site located is located within a HDB housing estate; and/or (b) IMDA and LTA if the relevant Site is located within an MRT Station, in writing, that the Locker Stations are available for inspection by the relevant stakeholders at a date and time to be agreed between the Parties, on which date, the Operator shall permit the relevant stakeholders to inspect the Locker Stations at the respective Sites. The Operator shall take note of any defects and/or deficiencies which the stakeholders may highlight to the Operator and promptly rectify such defects and/or deficiencies. Once such defects and/or deficiencies have been rectified by the Operator, and there are no further comments from the stakeholders, whether pursuant to further inspection(s) or otherwise, the Operator shall promptly issue a certificate for each Site in the form set out in **Annex C of the Agreement** ("**Completion Certificate**"), stating that all Installation Works are complete and the Locker Stations are ready for use.

5. TITLE TO THE LOCKER STATIONS

5.1 Subject to the terms set out in the Agreement, the Parties agree that all legal and beneficial title, possession and risk of the Locker Compartments and the Locker Stations shall belong to the Operator.

6. OPERATIONS AND MAINTENANCE OF THE LOCKER NETWORK

6.1 The Operator shall operate and maintain the Locker Network in accordance with the Requirements.

6.2 The Operator agrees to assist with the integration and testing with the Inter-Operable Platform as directed by IMDA (or its appointed vendor), for the purposes of interfacing various users and parcel locker applications as part of the Project across different locker operator networks. The Operator undertakes to ensure that the Locker Management System is compatible with the Inter-Operable Platform.

7. REQUIREMENTS

7.1 The Proposer, shall propose a parcel locker solution including the hardware, software and processes, as the case may be, to meet the following requirements in (a) to (i). The Proposer shall summarise the compliance to these requirements in a compliance table with the format shown below.

Clause Number	**Compliance** *- C: Comply* *- NC: Non-comply* *- CC: Comply with condition*	**Notes** *For CC: State the outcome closest to the requirements and the measure(s) to achieve this.*
7.1(a)1	C	NA
7.1(a)2	CC	…

(a) Security requirements
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(c) Intentionally left blank

Please obtain the Non-Disclosure Agreement ("NDA") and Official Secrets Act ("OSA") Forms from IMDA. Complete, sign and submit the NDA & OSA forms to the email address Federated_Lockers@imda.gov.sg and the information will be released after the forms are processed.

(d) Locker Stations requirements

No.	Locker Station Requirements at All Sites
A	Location Requirements
1.	The location of the Locker Stations shall be approved by the respective owners/lessors, lessee and sub-lessee(s) of the Sites, including HDB, LTA and PTOs, and if required by the Security Agencies.
2.	The Operator shall provide protection for Locker Stations that are exposed to weather elements to protect the Locker Station and its contents as well as to facilitate delivery and collection when there is inclement weather.

3.	Locker Stations shall not be placed in any location that may create, inadvertently or otherwise, blind spots or hiding places that may be exploited.
4.	Locker Stations shall be located at least three (3) metres from opening of exit staircase, except Bukit Panjang MRT Station Site.
5.	Locker Stations shall be located at least three (3) metres from the fire-fighting/smoke stop lobby.
B	Locker Station Hardware
1.	The Operator shall ensure that the design and installation system used for each Locker Compartments at the Locker Stations is modular to allow scalability in terms of number of compartments as well as changes in the composition of the different Locker Compartment sizes.
2.	The Locker Compartments shall be provided to accommodate at least three (3) basic parcel sizes of the following dimensions: Parcel Size — Dimension in centimetres (Height x Width x Depth) Small — 14 x 40 x 45 Medium — 28 x 40 x 45 Large — 44 x 40 x 45
3.	The Operator shall install a minimum of 40 Locker Compartments, of varying sizes and a maximum of 80 Locker Compartments of varying sizes at each Locker Station. The composition of various sizes of the Locker Compartments shall be determined by the Operator.
4.	Locker Station shall be secured as a permanent and secured fixture, either to the ground or wall.
5.	Each Locker Compartment and the Locker Station shall be made of non-combustible material.
6.	Each Locker Station shall be provided with uninterrupted power supply (UPS) for at least one (1) hour of operation.
7.	Professional engineering certification for installation of infrastructure and Locker Station safety.
8.	The design of each Locker Station shall be durable and reasonably damage-proof and cannot be easily tampered with. As an illustration, all locks, screws, and fastening parts shall not be exposed and shall be sealed.
C	Locker Management
1.	Locker Management System shall manage the network of Locker Stations in compliance with the security, operations and Requirements set out in the Agreement and the Annexes.
2.	The Operator shall allow Users to access the Locker Compartments to drop off parcel at or collect parcel from the Locker Station with applications available on both iOS and Android platforms, as well as, with on-site interactive graphic console. Mobile applications in other platforms or mobile devices not specified above can be provided at the discretion of the Operator.

3.	The Operators shall provide at least one (1) interactive touch-screen display panel for users at each Locker Station, which shall be of a reasonable display size and resolution, to ensure easy reading by Users with poor vision.
4.	If the authentication process involves use of QR Code or barcodes, the Locker Station shall have a scanner to allow Users to unlock and access the Locker Compartments.
5.	Upon successful drop-off of a parcel in the Locker Compartment and the Locker Compartment is being closed, the Locker Management System shall inform the Consumer that the parcel has been dropped off. Similarly, upon successful collection of the parcel from the Locker Compartment by a Consumer, the Locker Management System shall deliver to the Registered User a proof-of-delivery that the parcel has been collected.
D	Standardization and Interoperability
1.	The Operator shall work with the Inter-Operable Platform operator appointed by IMDA on the integration for exchange of information to and from the Locker Network pertaining to all transactions. The Operator shall ensure and shall work with the Inter-Operable Platform Operator to ensure that the exchange of information between the Locker Management System and the Inter-Operable Platform conform to the data interchange specifications in Annex F.

(e) Additional Locker Stations requirements at HDB housing estates and MRT stations

No.	Additional Requirements for HDB Locker Stations
1.	Every HDB block shall have at least a locker station located within 250 meters distance from any lift or staircase landing point of the block.
2.	The lockers stations should be sited at locations that are convenient and easy for HDB residents to access on a daily basis. The proposed locations must include the recommended sites listed in the Annex A. Additional sites can be proposed near social-communal facilities e.g. Resident Committee Centres, Child Care Centres, etc. or at HDB void decks, in order to fulfil the criterion for every HDB block to be served by one or more locker stations within a 250 metres radius.

No.	Additional Requirements for MRT Locker Stations
1.	The Operator shall provide a dedicated 13A pad-lockable Switch Socket Outlet (SSO) complete with 30mA Residual Current Circuit Breaker (RCCB) for the power supply of the federated locker in each of the MRT stations, next to the federated locker. IP65 SSO shall be provided at areas exposed to weather.

(f) Operation requirements

No.	Requirements for Locker Stations at all Sites
A	Users Support

1.	The Operator shall only allow reservations by Registered Users.
2.	The Operator shall maintain an emergency response team to provide both remote and on-site response to Emergencies, 24 hours a day, seven (7) days a week, as well as to facilitate and assist in post-event investigations, as and when requested by Security Agencies, IMDA, LTA or HDB.
3.	The Operator shall ensure that the Locker Compartments and Locker Stations, and incidental support and maintenance services, are equally available to all Users on a first-come-first-serve basis, subject to any terms and conditions for use which the Operator may prescribe between the Users and itself, provided always that the Operator shall (a) allow use of the Locker Compartments and Locker Stations on a "User-agnostic" basis, (b) not accord preferential treatment to any particular User, (c) not allocate or reserve any one or more Locker Compartments and/or Locker Stations to a particular User.
4.	The Operator shall display a Singapore customer support hotline information on both the touch-screen display of each Locker Station as well as hard-copy notice affixed at a prominent location at an eye-level on the body of each Locker Station. The Operator shall maintain a customer support team, which shall be available 24 hours a day, seven (7) days a week to attend to any enquiries, feedback and other requests for assistance.
B	Miscellaneous
1.	The Operator shall not permit any form of advertisements, posters or marketing materials to be displayed on both the display screen of the Locker Stations and the physical body of the Locker Stations and the Sites.
2.	The Locker Station shall not handle cash. For the avoidance of doubt, the term "cash" refers to physical legal tender coins or notes, and excludes other forms of cashless payment modes such as DBS PayLah!, OCBC PayAnyone, Visa payWave, Mastercard PayPass.
3.	The Operator is to incorporate the wordings "Federated Lockers & Collection Points" in their locker design and display on the locker stations. The detailed requirements, including the exact wordings, font type, font size and colour shall be provided to the Operator within 2 weeks after the award.

(g) Additional requirements for HDB Locker Stations

No.	Additional Requirements for HDB Locker Stations
1.	The Operator shall offer pick-up of parcels containing return purchases to Registered Users by Consumers via the Locker Stations.

(h) Maintenance requirements

No.	Requirements for both HDB and MRT Locker Stations
A	Maintenance

1.	The Operator shall maintain the Locker Network on a regular basis to keep the Locker Stations in good working condition, and shall ensure that the Locker Management System undergo regular maintenance in order to ensure optimal performance of the Locker Management System. The Operator shall also ensure that the Locker Management System, as well as any software, programmes, applications, systems or platforms installed or maintained by the Operator in respect of the operation of the Locker Stations, are free from any virus, worms, trojans, spywares and/or any other malwares which can impair or affect the operation of the Locker Stations, Locker Network and/or the Inter-Operable Platform.
2.	The Operator shall ensure that other than unplanned maintenance, every Locker Station shall be serviced at least once every six (6) months, or at the request of IMDA.
3.	The Operator shall ensure that, all affected Users are notified of any scheduled maintenance at least two (2) weeks prior to the scheduled maintenance date, including by way of (a) affixing notice of maintenance at a prominent location at eye-level at each relevant Locker Station; and/or (b) notifying any Users maintenance schedule of the relevant Locker Station, together with the notification of collection of parcels.
4.	Each session of scheduled maintenance shall not exceed three (3) hours per Locker Station. The number of scheduled maintenance sessions per Locker Station should not exceed once per month.
5.	The Operator shall ensure that the non-critical scheduled maintenance does not fall within any of the peak periods for e-commerce, including, Valentine's Day, Singles Day, Black Friday, Cyber Monday, Christmas, and New Year, etc.

(i) Service level requirements

a. Reference to hours in this section shall include minutes, up to two decimal places, with no rounding up or down in terms of calculation.
b. Beginning from the second (2nd) month of the Initial Pilot, the Operator shall submit to IMDA, a report on whether it has achieved or failed all service level requirements set out below, including details on such achievement or failure ("**Service Level Report**"). The Service Level Report shall be submitted in the first (1st) week of every calendar month and shall include information on the Operator's performance for the past month. IMDA shall have the right to prescribe the format and manner of presentation of the Service Level Report.

No.	Service Level Items	Agreed Service Level

1.	**Locker Station availability:** (When the Locker Management System is still available) This refers to the percentage availability for use of each Locker Station per month, which shall be derived based on the following formula: (Total Number of Hours for the Month) less (Total Number of Hours the Locker Station is Unavailable Due to Unplanned Downtime for the Month) ---------- x 100% Total Number of Hours for the Month	99% or higher
2.	**Locker Compartments availability:** **(**When the Locker Management System is still available) This refers to the percentage of Locker Compartments available for reservation and occupied for the month per Locker Station, which shall be derived based on the following formula: (Total Number of Hours for the Month) less (Total Number of Hours of the Locker Compartments is Unavailable Due to Unplanned Downtime for the Month) ---------- x 100% Total Number of Hours for the Month	98% or higher
3.	**Locker Station recovery turnaround time:** (When the Locker Management System is available) This refers to the total turnaround time for restoring Locker Stations from standstill to working condition following a fault, measured from the time fault is reported up to the time the Locker Station is restored to working condition and is able to continue all delivery and collection activities. For the avoidance of doubt, standstill condition refers to discontinuance of all delivery and collection activities at the Locker Station for any reason, including any downtime caused by the Locker Station, Locker Management System software, integration with the Inter-Operable Platform, as a result of or attributable to the Operator's fault.	Less than 4 hours
4.	**Locker Compartments recovery turnaround time:**	Less than 24 hours

	(When the Locker Management System is available) This refers to the total turnaround time for restoring any one of the Locker Compartments from standstill to working condition following a fault, measured from the time fault is reported up to the time the relevant Locker Compartments are restored to working condition and is able to continue all delivery and collection activities.	
5.	**Response time in the event of Emergencies:** This refers to the total time for response to a call for Emergencies from IMDA, HDB, LTA, SPF and/or MRT Station staff for remote support, measured from the time of receipt of call from IMDA, HDB, LTA, SPF and/or MRT Station Staff to the time the Operator responds to the call.	Less than 10 minutes if during Support Hours Less than 30 minutes if after Support Hours
6.	**Locker Network availability:** (Including the Locker Management System and communication infrastructure to operate the Locker Stations.) This refers to the percentage of number of hours that the Locker Network shall be available for the month, derived based on the following formula: (Total Number of Hours for the Month) less (Total Number of Hours the Network is Unavailable due to Unplanned Downtime for the Month) ---------- x 100% Total Number of Hours for the Month	98% or higher
7.	**Locker Network, including the Locker Management System and communication infrastructure recovery turnaround time:** Measured from the time an error is reported to the Operator up to the time the error is rectified and network services are resumed, or temporary workaround solution is being provided while the error is being rectified.	Less than 8 hours
8.	**Turnaround time for exchanging information with Inter-Operable Platform:** Measured from the time a request to exchange information has been received by the Locker Management System up to the time the response has been returned to the Inter-Operable Platform.	Less than 1 second

8. GENERAL OBLIGATIONS AND UNDERTAKINGS OF THE OPERATOR

8.1 *Interest in the Inter-Operable Platform*

The Operator undertakes that it is not and will not be involved, directly or indirectly, in the development and operation of the Inter-Operable Platform. The Operator warrants that it does not hold and will not acquire, directly or indirectly more than [30]% of legal or beneficial interest in the Inter-Operable Platform developer or operator.

8.2 *Tenancy agreements with HDB and/or PTOs*

The Operator shall:

(a) initiate discussions with HDB and PTOs to identify premises fit for the development of the Locker Stations, within [two (2) month] from the Commencement Date;

(b) enter into the Tenancy Agreements within two (2) weeks from the date of Completion Certificate or at least two (2) weeks prior to the expected date for commencement of the pilot phase of the Project, which as at the Commencement Date is scheduled to be 1 October 2018, subject to variation by IMDA, whichever is earlier;

(c) ensure that it complies with the terms and conditions of each Tenancy Agreement; and

(d) ensure the above timelines are adhered to and to the extent feasible, the Operator shall give due consideration to suggestions of HDB and/or PTO in terms of Site locations, and execute any such documents as may be required by HDB and/or PTO.

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8.4 *Compliance with Applicable Laws*

(a) The Operator shall undertake the Project in a manner compliant in all material respects with all requirements under Applicable Laws and shall obtain all Authorisations required for the purposes of the Project.

(b) The Operator shall comply with IMDA's instructions in respect of the Project from time to time, and to ensure that the Project proceeds without undue delay.

9. OPERATOR'S OWN COSTS AND EXPENSES

9.1 The Operator agrees to utilise and procure all labour, management, materials, machinery, plant, equipment and any other items necessary for the Project, to ensure compliance with the terms and conditions of the Agreement.

9.2 All costs and expenses pertaining to any design, installation, operation and maintenance of the Locker Network under the Agreement shall be at the Operator's sole costs and expense, and IMDA will not provide any funds, grants, rebates or reimbursements to the Operator.

10. PERSONAL DATA RELATED OBLIGATIONS AND UNDERTAKINGS OF THE OPERATOR

10.1 The Operator shall comply with the Personal Data Protection Act 2012 (Act 26 of 2012) and its accompanying subsidiary legislation ("**PDPA**"), as well as any guidelines issued by the Personal Data Protection Commission of Singapore, at all times, and shall take all reasonable measures to ensure that:

(a) all necessary consents and disclosures as required under Applicable Laws have been obtained and made in connection with collection, use and disclosure of any personal data in connection with the Agreement; and

(b) that any personal data held in connection with the Agreement is reasonably protected against any loss, and unauthorised access, use, modification, disclosure or other misuse; and

(c) it has adopted clear and comprehensive data protection policy to protect the Users' identity and their personal data ("**Data Protection Policy**"); and

(d) such Data Protection Policy is accessible to all Users of the Locker Stations, including by permitting access to the Data Protection Policy on the display screen of the Locker Stations and internet-based portal services available to Users.

10.2 The Operator shall in respect of any personal data held in connection with the Agreement cooperate with any reasonable requests, directions or guidelines from IMDA and/or Personal Data Protection Commission of Singapore arising in connection with the handling of personal data.

10.3 The Operator shall not disclose or provide any personal data it has obtained in connection with the Agreement, unless otherwise requested by IMDA pursuant to **Clause 10.2.**

11. RECORDKEEPING

11.1 The Operator shall maintain proper records of transactions pertaining to the Locker Network and Locker Management System ("**Records**"). For the avoidance of doubt, the Records include any Operational Data, Security Data and Project Data.

11.2 The Operator agrees to ensure that any data collected as part of its operations (in particular the Project Data), shall be made available to IMDA or third party appointed by IMDA for the purpose of analysing the result of the Project.

11.3 The Records shall be maintained online in the Operator's Systems, and shall be available for auditing and checking by IMDA and/or its appointed agents in such form or format as IMDA and/or its appointed agents may require.

11.4 The Operator shall maintain the Records for a minimum period of six (6) years.

12. ACCESS TO RECORDS AND RIGHT TO AUDIT

12.1 The Operator shall, within seventy-two (72) hours from receipt of a request in writing from IMDA provide the Records to IMDA for the purposes of analysing the results of the Project to determine the next course of action for the Project.

12.2 Notwithstanding the foregoing, in the case of the Security Data, the Operator shall as soon as reasonably practicable, and in any case within six (6) hours from the receipt of a request from IMDA, HDB, LTA and/or the Security Agencies, provide the Records to IMDA, HDB, LTA and/or Security Agencies (as the case may be).

12.3 IMDA shall have the right to and the Operator shall allow IMDA (or its appointed third agents) to conduct periodic audits at all Sites to ensure compliance with the Agreement, and the Operator shall cooperate with and provide support, information and assistance to IMDA for the purpose of such audits at no cost or expense to IMDA, regardless of whether notice has been given in advance by IMDA prior to any such audit.

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15. LIABILITY AND INDEMNITY

15.1 To the maximum extent permitted by Applicable Laws, IMDA shall not be liable to the Operator, whether by indemnity, by statute, in tort or any other basis in law or equity, for loss of profit, use, data, production, business or any contract, increase in operating costs, economic loss, punitive or exemplary damages, or any incidental, special, indirect or consequential loss or damage which may be suffered by the Operator in connection with the Agreement, including any death or personal injury caused as a result of the Project.

15.2 The Operator shall indemnify IMDA in respect of all claims, losses, damages, expenses and liabilities of any nature suffered or incurred by it as a result of (a) the Operator's breach of the Agreement, (b) breach of the Operator's undertakings, representations and warranties, or (c) the Operator's negligent act or omission. Notwithstanding the foregoing, the Operator's liability to indemnify IMDA under this **Clause 15.2** will be proportionally reduced to the extent that a negligent act or omission of IMDA has contributed to the claim, loss, damage, expense or liability.

16. CONFIDENTIALITY

16.1 Each Party undertakes that it shall not at any time disclose to any third party any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party (including but not limited to a Party's operations, processes, plans, product information, know-how, trade secrets, market opportunities, customers or other proprietary information) ("**Confidential Information**"), except as expressly permitted under **Clause 16.2** of the Agreement.

16.2 Each Party may disclose the other Party's Confidential Information:

(a) to its employees, officers, representatives, advisers or third party appointed by IMDA on a need-to-know basis for the purposes of carrying out the Party's obligations under the Agreement, provided that such Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this **Clause 16**; and

(b) if required by Applicable Law, rules of securities exchange, a court of competent jurisdiction or any governmental authority.

16.3 Notwithstanding the above, IMDA shall have the right to disclose Confidential Information, to HDB, LTA and third-parties appointed by IMDA, solely for the purposes of evaluating the success of the Project.

16.4 If a disclosure of the other Party's Confidential Information is contemplated under the Agreement, the Party responsible for the disclosure shall immediately notify the other Party of such requirement prior to such disclosure unless such disclosure is prevented by any Applicable Laws, rules of securities exchange, a court of competent jurisdiction or any governmental authority.

16.5 For the avoidance of doubt, the receiving Party shall not be required to treat information acquired by it that is either known to the general public or to the industry, or known to, or in the possession of, the receiving Party prior to disclosure by the disclosing Party as Confidential Information.

16.6 No Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement or as required by Applicable Laws.