



## **Accreditation@SGD (A@SGD) Terms and Conditions**

A@SGD-T&C  
Mar 2019

Info-Communications Media Development Authority  
10 Pasir Panjang Road  
#03-01 Mapletree Business City  
Singapore 117438

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## 1. General

- 1.1. The Accreditation@SGD Scheme (“**Accreditation@SGD**”) is a scheme aimed at providing independent testing and evaluation of enterprise product companies’ product core functionalities and their ability to deliver against the requirements under Accreditation@SGD.
- 1.2. Accreditation@SGD is administered by the Info-Communications Media Development Authority (“**IMDA**”) a statutory board constituted under the Info-communications Media Development Authority Act (No. 22 of 2016), with its principal place of business at 10 Pasir Panjang Road, #03-01 Mapletree Business City, Singapore 117438, Republic of Singapore.

## 2. Scope

- 2.1. This document is applicable to all enterprise product companies (“**EPC**”) seeking accreditation under Accreditation@SGD. Participation in Accreditation@SGD is voluntary. All participating and accredited EPCs must comply strictly with these Terms and Conditions governing Accreditation@SGD at all times.
- 2.2. Except for EPCs seeking accreditation, EPCs participating and accredited EPCs under the SecureTech Track, these Terms and Conditions should be read in conjunction with the Accreditation@SGD scheme documents including but not limited to:
  - a. The Accreditation@SGD Application Form;
  - b. the Accreditation@SGD Guidelines;
  - c. the Accreditation@SGD Mark Style Guide; and
  - d. such other documents as the IMDA may issue from time to time

(Collectively referred hereinafter as the “**Scheme Documents**”)

The guidelines, procedures, instructions and requirements contained therein the Scheme Documents shall be deemed to be part of these Terms and Conditions.

- 2.3. For all EPCs seeking accreditation, EPCs participating and accredited EPCs under the SecureTech track under Accreditation@SGD scheme, these Terms and Conditions should be read in conjunction with the Accreditation@SGD scheme documents including but not limited to:
  - a. The Accreditation@SGD Application Form;
  - b. the Accreditation@SGD Guidelines – SecureTech Guidelines;
  - c. the Accreditation@SGD Mark Style Guide; and
  - d. such other documents as the IMDA may issue from time to time

(Collectively referred hereinafter as the “**Scheme Documents**”)

The guidelines, procedures, instructions and requirements contained therein the Scheme Documents shall be deemed to be part of these Terms and Conditions.

- 2.4. These Terms and Conditions and the Scheme Documents may be further amended, varied, modified, supplemented and/or replaced by IMDA at its sole and absolute discretion from time to time. IMDA will notify all accredited EPCs of any amendments to these Terms and Conditions and the updated versions will be made available on Accreditation@SGD's official website at [www.imda.gov.sg](http://www.imda.gov.sg).
- 2.5. In the event of any conflict or inconsistency between any terms of the Scheme Documents, the following documents shall prevail in the following priority:
  - a. These Terms and Conditions;
  - b. The Accreditation@SGD Application Form;
  - c. The Accreditation@SGD Guidelines, or the Accreditation@SGD Guidelines – SecureTech Guidelines (whichever that is applicable);
  - d. The Accreditation@SGD Mark Style Guide; and
  - e. All other documents forming part of the Scheme Documents.

### **3. Application for the Issue, Renewal or Reassessment**

- 3.1. EPCs shall apply for the award or renewal of the Accreditation@SGD accreditation status (the “**Accreditation**”) by submitting the necessary application forms and supporting documents in softcopy by email to [accreditation@IMDA.gov.sg](mailto:accreditation@IMDA.gov.sg), in person or by post in any standard media storage device to IMDA at:

Accreditation@SGD

Info-Communications Media Development Authority

10 Pasir Panjang Road

#03-01 Mapletree Business City

Singapore 117438

- 3.2. An application for the award or renewal of the Accreditation shall be made to IMDA using the prescribed Accreditation@SGD Application Form (which may be amended by IMDA from time to time).
- 3.3. By submitting the application, the EPC undertakes to comply with these Terms and Conditions, and represents and warrants that all information contained in the application form and all supporting documents and materials are true, accurate, up-to-date and complete.

- 3.4. Every application for the renewal of the Accreditation shall be made to the IMDA no later than six (6) months before the expiry of the period for which the Accreditation was awarded or previously renewed, as the case may be, after which an evaluation under Clause 4 of these Terms and Conditions shall be conducted by IMDA.
- 3.5. Any Accreditation which is not renewed shall be deemed to be terminated from the expiry date and the EPC shall comply with Clause 10.6 of these Terms and Conditions.
- 3.6. IMDA reserves the right to and may at its sole and absolute discretion choose not to process any application if any information provided by the EPC is deemed by IMDA to be misrepresented, false, misleading, inaccurate, insufficient or on such other grounds whatsoever as IMDA in its sole and absolute discretion deems fit.
- 3.7. IMDA reserves the right to and may at its sole and absolute discretion reject any application for the issue or renewal of the Accreditation without providing the EPC with any reasons whatsoever for the rejection.
- 3.8. The EPC shall nominate an Accreditation Representative (“**AR**”) to liaise with IMDA on all matters relating to Accreditation@SGD and to ensure that all the obligations of the EPC as set out in these Terms and Conditions and the Scheme Documents are fulfilled. The EPC shall also keep IMDA informed in writing of any changes in relation to the nominated AR.

## 4. Evaluation

- 4.1. Evaluations are conducted by IMDA (“**Evaluations**”), in respect of:
  - a. EPCs which submit applications for the award of or renewal of the Accreditation; and
  - b. Accredited EPCs which may be subject to interim evaluation by IMDA at IMDA’s sole and absolute discretion from time to time.
- 4.2. The Evaluations are based on the requirements of Accreditation@SGD set out in the Scheme Documents, as may be amended, varied, modified, supplemented and/or replaced by IMDA at its sole and absolute discretion from time to time (the “**Scheme Requirements**”).
- 4.3. The Evaluation of new or renewal applications may include but is not limited to the following:
  - a. Pre-qualification and short-listing evaluations for purpose of evaluating whether the pre-qualification and short-listing criteria have been met;
  - b. Technical evaluation for the purpose of evaluating the EPC’s product functionality and performance claims;
  - c. Operations evaluation for the purpose of evaluating the EPC’s ability to deliver;
  - d. Financial evaluation for the purpose of evaluating the EPC’s ability to sustain and scale; and

- e. Any other evaluation that IMDA in its sole and absolute discretion deems necessary for the purposes of Accreditation@SGD.
- 4.4. IMDA shall at its sole and absolute discretion decide to conduct a full or partial Evaluation.
  - 4.5. IMDA may appoint an external party to provide any Evaluation to be undergone by the EPC under Accreditation@SGD. IMDA will notify the EPC and seek its agreement on the external party to be appointed and the scope of Evaluation that will be undertaken by the external party.
  - 4.6. It is the sole responsibility of the EPC to provide all relevant and supporting documents, material information and/or records to IMDA to demonstrate how they have implemented and fulfilled the Scheme Requirements so as to enable IMDA to conduct an informed, fair and objective Evaluation.
  - 4.7. Upon the completion of the Evaluations under this Clause 4, subject always to Clauses 6.1 and 6.11 below, a Technical Evaluation Summary will be provided to the EPC (the “**Evaluation Report**”). The EPC agrees to submit such corrective action plans that is acceptable to IMDA as the IMDA may direct in order to rectify matters identified in the Evaluation Report within one (1) month from the corrective action request date, and/or implement such corrective action plan, to the satisfaction of IMDA, within six (6) months from the corrective action request date, failing which, IMDA may, at its sole and absolute discretion:
    - a. reject the EPC’s application for the award or renewal of Accreditation in part or its entirety; or
    - b. suspend or terminate the Accreditation that has been previously awarded to the EPC in part or its entirety or to take any other actions that IMDA deems fit.

## **5. Waiver from Accreditation@SGD Requirements**

- 5.1. The EPC may submit a written application with relevant and supporting documents to IMDA if the EPC wishes to request for waiver from any of the Scheme Requirements.
- 5.2. Any waiver from specific Scheme Requirements granted by IMDA will be valid throughout the Accreditation validity period unless otherwise stated.
- 5.3. IMDA reserves the rights to review and rescind the waiver granted to the EPC at any time under Clause 5.2 at its sole and absolute discretion.
- 5.4. The EPC shall inform the IMDA immediately if the conditions for the waiver(s) granted are no longer valid at any point of the Accreditation validity period. IMDA reserves the right to direct a EPC to undergo an ad-hoc Evaluation. IMDA shall at its absolute discretion decide on a full or partial ad-hoc Evaluation.

## **6. Award of Accreditation**

- 6.1. EPCs which, IMDA has assessed to have passed the Evaluations and met the Scheme Requirements will be awarded the Accreditation by IMDA.
- 6.2. For the avoidance of doubt, the award of the Accreditation by IMDA is not a guarantee that it is free from any defects. IMDA is not liable for any loss or damage whatsoever and howsoever incurred by any party arising as a result of the use of the accredited product/system or any representations made in respect of the accredited product/system by the EPC that is outside the scope as set out in the Evaluation Report and the Accreditation@SGD Mark Style Guide.
- 6.3. The award of the Accreditation does not free the EPC from its legal responsibility (if any) in case of any loss or damage incurred by any party arising from the use of the product/system.
- 6.4. Notwithstanding any requests, IMDA reserves the right to and may, at its sole and absolute discretion, choose not to disclose to the EPC and the EPC's customers or users or potential customers or users of the EPC's products/system, of the detailed results of the Evaluation.
- 6.5. IMDA will officially notify an EPC of its award status and the successful applicant will be issued with a certificate of Accreditation (the "**Certificate**").
- 6.6. The Certificate shall remain the property of IMDA and an EPC's right to use the Certificate is subject to these Terms and Conditions. The EPC agrees not to assign, charge, licence, transfer or otherwise deal with the Certificate in any way.
- 6.7. The award of the Accreditation and the Certificate are not transferable under any circumstances. For the avoidance of doubt, all benefits or obligations conferred on the EPC by its Accreditation under Accreditation@SGD, including partnership schemes and any initiative to help the EPC win work, may not be transferred or assigned to any 3<sup>rd</sup> party without approval from IMDA.
- 6.8. The award of the Accreditation is valid for a period of eighteen (18) months or for such other periods as may be stated in the Certificate. IMDA shall have the absolute right to amend the EPC's Accreditation validity period at any time after the award of the Accreditation. The Accreditation may be renewed upon its expiry for such further periods and on such terms and conditions as IMDA in its absolute discretion deems fit.
- 6.9. The award of the Accreditation is conditional upon the EPC's continued compliance with these Terms and Conditions including but not limited to the Scheme Requirements as set out in the Scheme Documents, any of the terms and conditions set out in the Certificate, any requirements set out in the Evaluation Report, for the period of the Accreditation, and in compliance with good industry practice.
- 6.10. The EPC shall inform IMDA as soon as reasonably practicable if, at any time, it becomes unable to perform its obligations as set out in these Terms and Conditions and Scheme Documents.
- 6.11. IMDA reserves the right to and may, in its sole and absolute discretion, terminate or refuse to grant the renewal of the Accreditation without the need to give any reasons for such termination or refusal.

- 6.12. Without prejudice to Clauses 3.7 and 6.4 above, IMDA may, in its absolute discretion, refuse to award the Accreditation to or renew such Accreditation of a EPC if:
- a. the application submitted by the EPC is not in accordance with the form required by IMDA;
  - b. the EPC fails to satisfy any of the Scheme Requirements, including the failure to submit or make any declaration required under the Scheme Documents;
  - c. the EPC fails to submit a corrective action plan that is acceptable to IMDA within one (1) month from the corrective action request date to address the material findings based on the Evaluations(s) conducted pursuant to Clause 4;
  - d. the EPC fails to implement a corrective action plan to the satisfaction of IMDA within six (6) month from the corrective action request date to address the material findings based on the Evaluation(s) conducted pursuant to Clause 4;
  - e. the EPC provides any information to the IMDA which is misrepresented, false, misleading, inaccurate or insufficient;
  - f. the EPC is in breach of any of these Terms and Conditions;
  - g. the EPC contravenes any applicable laws or regulations in Singapore; or
  - h. for any other reason, the IMDA at its sole and absolute discretion is of the opinion that it is undesirable to issue the Accreditation to or renew the Accreditation of the EPC.

## **7. Non-Compliance with Terms and Conditions**

- 7.1. Without prejudice to any of the IMDA's powers and rights to take such action as it deems fit, an accredited EPC which fails to abide by any of these Terms and Conditions may be given a written warning by the IMDA. If the EPC fails to comply with the demands of the written warning within the stipulated timeframe, IMDA may suspend or terminate the Accreditation immediately without further notice or reference to the EPC.
- 7.2. For the avoidance of doubt, IMDA reserves the right to and may, in its sole and absolute discretion, terminate the Accreditation at any time if the EPC is in default of any of these Terms and Conditions without issuing any prior notice or warning to the EPC.

## **8. Compliance with Applicable Laws**

- 8.1. The EPC shall comply with all applicable laws and regulatory requirements.

## **9. Graduation**

9.1. IMDA may graduate an accredited EPC and/or its accredited product from the Accreditation@SGD and thereby terminating the Accreditation, at any time during the validity of the Accreditation award if it is satisfied that:

- a. The EPC has matured and/or progressed to a level where IMDA, at its sole and absolute discretion, deems that the Accreditation@SGD is no longer of substantial benefit to the EPC; or
- b. Where IMDA, at its sole and absolute discretion, deems that the awarded EPC would no longer require the assistance of Accreditation@SGD to establish its credentials and win work.

## **10. Suspension and Termination of Accreditation**

10.1. IMDA may, in its absolute discretion, terminate an Accreditation or suspend the Accreditation, if it is satisfied that the EPC:

- a. obtains the Accreditation by making or causing any false or fraudulent declaration, certification or representation, either in writing or otherwise;
- b. gives and/or declares false, misleading, misrepresented or inaccurate information to IMDA;
- c. fails to maintain or causes the IMDA to suspect that the EPC failed to maintain a standard which complies with the Scheme Requirements;
- d. fails to submit or make any declaration required under the Scheme Documents
- e. contravenes or fails to comply with any of the terms and conditions issued to the EPC including but not limited to the Accreditation@SGD Mark Style Guide issued by IMDA under Clause 11 below;
- f. fails to provide access to facilities, documents and/or personnel, or to comply with any other requirement imposed by IMDA, as may be reasonable and necessary to enable assessors to perform their assessment and/or Evaluation under these Terms and Conditions;
- g. fails to rectify any default of these Terms and Conditions or such other requirements imposed by IMDA in connection with Accreditation@SGD within the agreed time frame;
- h. fails to fulfil, observe or comply with any contractual obligations and/or terms and conditions in any awarded procurement contract from any enterprise, including Government, and such failure, at IMDA's sole and absolute determination, results (directly or indirectly) in damage of the reputation of Accreditation@SGD;
- i. contravenes any applicable laws or regulations; or
- j. is for any other reason in IMDA's sole and absolute discretion, deemed unfit to continue to hold the Accreditation and/or the EPC's act or omission brings the technology product industry into disrepute.



- 10.2. The EPC will be informed in writing by IMDA of the award suspension or termination via letter or email. The letter will be sent to the address of the EPC provided to IMDA.
- 10.3. An EPC with a suspended Accreditation may have its certification status reinstated subject to any evaluations and/or conditions that IMDA may impose.
- 10.4. IMDA may, at any time and for such reason as it deems fit, reduce the period for which the Accreditation has been suspended.
- 10.5. An accredited EPC may voluntarily withdraw its Accreditation by giving at least thirty (30) days of prior written notice to IMDA.
- 10.6. Once an EPC is notified by IMDA that its Accreditation has been suspended or terminated or an EPC voluntarily withdraws, the EPC shall:
  - a. Immediately remove the Accreditation@SGD Mark from its official website;
  - b. Within fourteen (14) days cease to use marketing collateral with the Accreditation@SGD Mark or otherwise use the Accreditation@SGD Mark in any form or medium;
  - c. Within thirty (30) days of such notification or withdrawal, confirm to IMDA that it has:
    - i. destroyed all such marketing collateral bearing the Accreditation@SGD Mark; and
    - ii. ceased the use of the Accreditation@SGD Mark in any form or medium.
- 10.7. Where pursuant to these Terms and Conditions, the Accreditation has been awarded, suspended or terminated by the IMDA or withdrawn by the EPC, IMDA may publish as IMDA considers fit a notification of the award, suspension, termination or withdrawal of the Accreditation.

## **11. Use of the Accreditation@SGD Mark**

- 11.1. Only EPCs which have been awarded the Accreditation are entitled to use the Accreditation@SGD Mark, provided always that such use is in accordance with these Terms and Conditions and the Accreditation@SGD Mark Style Guide.
- 11.2. A copy of the Accreditation@SGD Mark Style Guide on the use of the Accreditation@SGD Mark may be provided by IMDA to the EPC upon award of the Certificate.
- 11.3. A certified EPC may use the Accreditation@SGD Mark on publicity and other stationery materials such as brochures, name cards, and in marketing collateral used for advertising and promotion of the EPC in accordance with these Terms and Conditions and the Accreditation@SGD Mark Style Guide. Save as expressly permitted in these Terms and Conditions and the Accreditation@SGD Mark Style Guide, the EPC shall not state or imply, in any form, in its marketing publications that its product/systems are so

approved or any other referrals to imply endorsement beyond the scope of the Evaluation Report by IMDA on its products and/or services.

- 11.4. Nothing in this section affects the scope of the EPC's statutory duties, including but not limited to the statutory duties as defined in the Sale of Goods Act 1999 (Cap. 393) and Supply of Goods Act 1999 (Cap. 394). The Accreditation@SGD accreditation is not tantamount to endorsement or recognition by IMDA of the fitness for purpose or satisfactory quality of products/systems provided by the EPC.
- 11.5. The EPC shall immediately discontinue the use of the Accreditation@SGD Mark upon the expiry, suspension or termination of the Accreditation.
- 11.6. In addition to IMDA's rights arising under these Terms and Conditions, IMDA reserves the right to take such civil and/or criminal action against any person or party who misuses or misrepresents the Accreditation@SGD Mark in any way.

## **12. Undertakings of the Accreditation@SGD Certified EPC**

- 12.1. The EPC shall furnish to IMDA in a timely manner all relevant information and documentation relating to the EPC's services, products and systems for the purpose of IMDA's evaluation of the EPC's application for Accreditation or its participation in Accreditation@SGD.
- 12.2. The EPC shall, in a timely manner, make available for an interview all necessary personnel required for the purpose of IMDA's evaluation of the EPC's application for Accreditation or interim evaluation of Accredited EPCs or its participation in Accreditation@SGD.
- 12.3. The EPC shall inform IMDA forthwith if, at any time, it becomes unable to perform its obligations as set out in these Terms and Conditions or Scheme Documents.
- 12.4. The EPC warrants to the IMDA that:
  - a. the EPC shall not contravene any applicable laws or regulations or cause the IMDA to be in breach of any applicable laws or regulations in the course of its participation in Accreditation@SGD;
  - b. the EPC's services, products and/or systems do not violate or infringe any intellectual property rights, or any right of privacy or publicity of any third party or any other right of any person or entity;
  - c. the EPC will immediately notify IMDA of any material changes to any information provided in connection with the EPC's participation in Accreditation@SGD including but not limited to any changes in the EPC's legal entity, financials, location, business type, or product/system offered by the EPC;
  - d. it will keep a record of any material defects reported to and remedial actions taken by the EPC, if any, relating to the services, products and/or systems and make such record available to IMDA when requested;

- e. it will keep a record of all material feedback, complaints and remedial actions, if any, relating to the services, services, products and/or systems and make such record available to IMDA when requested;
- f. submit to the IMDA all such information as requested by the IMDA for investigative reasons within three days of such request for the purposes of any investigations the IMDA may conduct;
- g. comply with such other requirement or conditions as may be stipulated by the IMDA and/or the relevant authorities from time to time.

### **13. Confidentiality**

13.1. Save as provided herein, all information, materials and documents supplied by the EPC to IMDA under Accreditation@SGD shall be treated as Confidential Information. For the avoidance of doubt, Confidential Information shall NOT include any of the following:

- a. Information that was already known to or in the possession of IMDA prior to disclosure by the EPC;
- b. Information which is independently learned or developed by IMDA without use of any of the information disclosed by the EPC to IMDA under Accreditation@SGD;
- c. Information which is received by IMDA from a third party who has the right to disclose such information and/or who is not bound by duties or obligations of confidentiality to the EPC;
- d. Information that is or becomes publicly available without the IMDA's breach of these Terms and Conditions; and
- e. Information that the EPC has given or gives its written authorisation for release or use.

13.2. Subject always to Clause 13.3 below, IMDA agrees and undertakes:-

- a. not to directly or indirectly disclose or make available any Confidential Information, in whole or in part, to any person or party who is not expressly authorised to receive such information pursuant to or in accordance with these Terms and Conditions, except for such person(s) or part(ies) whom the EPC notifies IMDA in writing. For the avoidance of doubt, IMDA shall in all events not be liable for any breaches of the confidentiality obligations under these Terms and Conditions by such person(s) or part(ies) so notified to IMDA;
- b. to take reasonable precautions to prevent unauthorised access to Confidential Information by any person or party by using at least the same protective measures as are used by the EPC to protect its own confidential and/or proprietary information and in any event, not less that at a reasonable standard of care; and
- c. to notify the EPC in writing as soon as reasonably practicable upon discovery of any unauthorised use or disclosure of Confidential Information, or any other

breach of these Terms and Conditions, and to co-operate with EPC in a reasonable way to help the EPC regain possession of the Confidential Information and prevent further unauthorised use and/or disclosure of the same.

- d. not to copy or reverse engineer any materials disclosed by the EPC or remove any proprietary markings from any Confidential Information.

13.3. IMDA may use the Confidential Information or disclose the same:

- a. For the purpose of the Accreditation@SGD, including but not limited to the evaluation of the EPC's compliance with the Scheme Requirements and the performance of the EPC's obligations under these Terms and Conditions.
- b. To facilitate the performance of a third party appointed by IMDA for the purposes of Accreditation@SGD, with the prior written consent by the EPC;
- c. If required to do so pursuant to any law or regulation, subpoena, order of court or pursuant to other judicial or administrative process, except that IMDA shall give prompt notice of any such impending disclosure to the EPC so that the EPC may seek an appropriate protective order. If, failing the entry of a protective order, IMDA is compelled to disclose Confidential Information, IMDA may disclose that portion of the Confidential Information that IMDA is compelled to disclose and will exercise reasonable efforts to limit disclosure and obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed. In any event, IMDA will not oppose action by the EPC to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information; or
- d. To such of its officers, employees and/or professional advisors who need to know the same for the purpose(s) of Accreditation@SGD or for seeking advice on any matter arising out of these Terms and Condition or Accreditation@SGD provided that IMDA shall ensure that any of its officers, employees and professional advisors to whom Confidential Information is to be disclosed are made aware of and procure their agreement to abide by, and their compliance of, the confidentiality obligations in these Terms and Conditions before any disclosure to them is made. In any event, IMDA shall be responsible for each officer, employee and/or professional advisor's compliance with the confidential obligations in these Terms and Conditions and any breach thereof by any if its officer, employee and/or professional advisor; and agrees, at its sole expense, to take any measures (including but not limited to court proceedings) to restrain its officers, employees and/or professional advisors from prohibited or unauthorised disclosure or use of the Confidential Information.

13.4. In the event (i) the EPC is not awarded with the Accreditation; (ii) the Accreditation is terminated by IMDA or voluntarily withdrawn by the EPC pursuant to clause 10 above; or (iii) the Accreditation expires; the EPC may request IMDA to:

- a. cease using the Confidential Information henceforth;
- b. return or destroy all Confidential Information, including all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever

prepared by IMDA or its officers, employees and/or professional advisors based upon, containing or otherwise reflecting any Confidential Information. This includes, as far as technically and practically feasible, all Confidential Information from any computer, word processor, mobile telecommunication device or similar device.

- c. Upon request by the EPC, provide written confirmation of such destruction of materials at b. above.

Provided always that (i) IMDA may retain one copy of the Confidential Information for the purposes of and for so long as required by any law, court or regulatory agency or authority or its internal compliance procedures; and (ii) Confidential Information contain in electronic files created pursuant to system archiving and back-up procedures need not be returned or destroyed.

- 13.5. IMDA shall not be liable for any damages or losses suffered by the EPC as a result of any disclosure of information by IMDA in accordance with these Terms and Conditions other than due to the wilful default or gross negligence of IMDA or its representatives.
- 13.6. The EPC agrees that IMDA may share relevant company or product information (which has been approved or agreed to by the EPC) with any other relevant Singapore Government agencies or statutory bodies or potential enterprise buyers for the purposes of the objectives of the Accreditation@SGD; including assisting the EPC in securing projects, accelerating its growth, marketing of the EPC or Accreditation@SGD, or raising its profile with key stakeholders.
- 13.7. Neither the return nor destruction of any Confidential Information will release it from the confidentiality obligations contained in this Terms & Conditions.
- 13.8. The EPC, its staff and agents shall keep confidential and shall not disclose to any third party:
  - a. information relating to its application for the award or renewal of Accreditation until such Accreditation has been awarded by IMDA; and
  - b. all correspondences between the EPC and IMDA.
- 13.9. Both parties agree that a breach of the confidentiality obligations under these Terms and Conditions is likely to result in immediate and irreparable injury to the disclosing party for which there is no adequate remedy at law and that, upon a breach of the said confidentiality obligations, the disclosing party is entitled to seek equitable relief in the form of an injunction in addition to any other rights and remedies available in equity or at law.
- 13.10. Neither the EPC or IMDA acquires any intellectual property rights or any other rights under these Terms and Conditions except the limited right for IMDA to use the Confidential information as set forth in Clauses 13.3 and 13.5 above.

## **14. Disclaimer of Liability**

14.1. IMDA shall in all events not be liable to the EPC and its proprietors, directors, shareholders, officers, employees, personnel, agents or contractors for any claims, expenses, losses or damages (including solicitors' fees) whether directly or indirectly suffered by the EPC or and its proprietors, directors, shareholders, employees, personnel, agents or contractors (whether such claims, expenses, losses or damages have been informed by EPC to the IMDA) as a consequence of:

- a. the EPC's participation in Accreditation@SGD, the Evaluations and/or as a result of the assessment by IMDA of the EPC's compliance with the Scheme Requirements; or
- b. IMDA's refusal to award, refusal to renew, suspension or termination of the Accreditation, for any reason whatsoever.

## **15. Indemnity**

15.1. The EPC agrees and undertakes to indemnify IMDA and its directors, shareholders, officers, employees, personnel, agents or contractors fully against all claims, expenses, losses or damages (including solicitors' fees) suffered by IMDA including but not limited to all claim(s) by any third parties against IMDA, arising from the EPC's participation in Accreditation@SGD and/or the EPC's breach(es) of these Terms and Conditions.

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

16.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore.

16.2. Any dispute arising out of or in connection with these Terms and Conditions, including any questions regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the arbitration rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference to this Clause 16.2.

## **17. Miscellaneous**

17.1. The invalidity, illegality or unenforceability of any part of these Terms and Conditions shall not affect the validity, legality and enforceability of the other parts of these Terms and Conditions.

17.2. No third party shall have any right to enforce any of the provisions under the Contracts (Right of Third Party) Act (Cap.53B).

17.3. The disclaimer of liability clause in Clause 14 herein and the indemnity clause in Clause 15 herein shall survive termination or expiry of these Terms and Conditions.

- 17.4. These Terms and Conditions together with the Scheme Documents forms the entire agreement between the EPC and IMDA with respect to the matters stated herein.
- 17.5. No failure or delay by IMDA or the EPC in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder.