

OMB No. 1124-0003; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | |
|---|---------------------------------|
| 1. Name of Registrant Fleishman-Hillard Inc. | 2. Registration No. 5801 |
|---|---------------------------------|

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending _____
- Other purpose (*specify*) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Contract for Provision of Media/Public Relations Consultancy for the Government of the Republic of Singapore

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

On March 1, 2016, Registrant signed a new contract for the provision of media and public relations consultancy services to the Embassy of the Government of the Republic of Singapore. The contract is for a period of 24 months from March 1, 2016, with an option to extend for an additional 12 months.

FORM NSD-5
Revised 03/14

VI - EXECUTION

In accordance with 28 U.S.C. §1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Type or print name under each signature¹³)

March 11, 2016

William B Winkeler

William B. Winkeler
Sr. Vice President, Sr. Partner
& Corporate Controller

¹³ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

Annex E

**CONTRACT FOR PROVISION OF MEDIA/PUBLIC RELATIONS CONSULTANCY
FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE**

This Contract is made on March 1, 2016 between the Government of the Republic of Singapore as represented by the Ministry of Foreign Affairs (MFA) and the Embassy of the Republic of Singapore in Washington DC (the "Government") and Elishman Hillard (the "Contractor").

Whereas the Government requires the provision of **Media/Public Relations Consultancy**, and other related services as described in the Requirement Specifications (Annex D) (the "Services") and has accepted a tender by the Contractor for the supply of the same.

Whereas it was agreed that the Government and the Contractor shall execute a formal agreement incorporating the Conditions of Contract and Requirement Specifications set out in the Invitation to Tender together with such further terms and conditions, if any.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

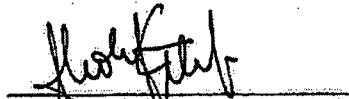
- 1 Unless otherwise specified or the context otherwise requires, all capitalised terms used in this Contract shall have the same meanings given to them in the Conditions of Contract.
- 2 The following documents are annexed and shall be deemed to form and be read and construed as part of this Contract:
 - (a) Instructions to Tenderers;
 - (b) Conditions of Contract;
 - (c) Requirement Specifications; and
 - (d) the Contractor's Tender Offer
- 3 In consideration of the payments to be made by the Government to the Contractor under this Contract, the Contractor agrees to provide the Services mentioned in the Contract in conformity in all respects with the provisions of the Contract.
- 4 The Government agrees to pay to the Contractor in consideration for the provision of the Services mentioned in the Contract in conformity in all respects with the provisions of the Contract.

Page 1 of 2

Annex E

IN WITNESS WHEREOF the Parties hereto have by their respective duly authorised representatives have hereunto set their respective hands the day, the month and the year first above written.

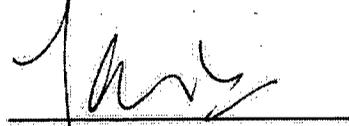
Signed by)


(Name and Designation)

Government of the)
Republic of Singapore)

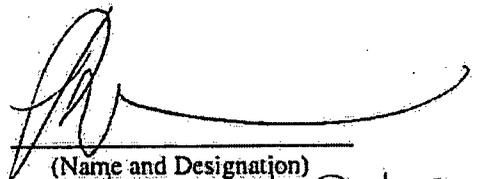
Ashok Mishra, Ambassador

in the presence of -)


(Name and Designation)

Tania Koh, First Secretary (Info)

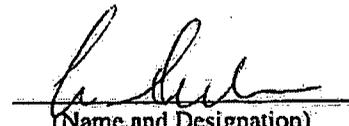
Signed by)


(Name and Designation)

for and on behalf of)
the said Contractor)

Elizabeth Cook, Partner

in the presence of -)


(Name and Designation)

Caren Auchman, Senior Vice President

INSTRUCTIONS TO TENDERERS

1 Definitions and Interpretation

- 1.1 Throughout this Invitation to Tender and the Contract, unless the context otherwise requires, the following definitions shall apply:
- (a) "Closing Date" means Tuesday, 19 January 2016 at 1730hrs Washington DC Time, being the closing date for this Tender.
 - (b) "Invitation to Tender" means the invitation to participate in this Tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Instructions to Tenderer, Requirement Specifications, Evaluation Criteria and any other documents and forms enclosed.
 - (c) "Contract" means any resultant contract and its Annexes between the Government and the successful Tenderer.
 - (d) "Contractor" means the successful Tenderer who has been awarded the Contract by the Government.
 - (e) "Tender" means the tender which forms the subject matter of the Invitation to Tender.
 - (f) "Tenderer" means a person or his permitted assigns tendering to provide services, and shall be deemed to include two or more persons if appropriate.
 - (g) "Tender Offer" means a Tenderer's offer and all other documents submitted in connection therewith.
- 1.2 Words importing the singular shall also include the plural and vice versa where the context requires, and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 1.3 The headings in the Invitation to Tender are for convenience of reference only and shall not be taken into consideration in the interpretation or construction of this Invitation to Tender.
- 1.4 Unless otherwise provided, a reference to any statute or legislation shall be deemed to be a reference to such statute or legislation as amended from time to time and shall be deemed to include any subsidiary legislation made thereunder.

- 1.5 Any reference to "person" includes any natural person, company, association or body of persons, whether corporate or unincorporated.
- 1.6 Any reference to "month" means a calendar month, and any reference to "day" means a calendar day.
- 1.7 All references herein to clauses, unless otherwise expressly stated, are references to clauses numbered in these Instructions to Tenderers and not to those in any other document forming part of the Contract. Where a clause number is quoted, then reference is being made to the clause bearing that clause number and to all the sub clauses, if any, under that same clause number.
- 1.8 Where a clause or provision number is stated without a description of any document then it refers to the provision so numbered in the document where the reference appears.

2 Eligibility

- 2.1 Any person who is currently debarred from participating in Singapore public sector tenders is not eligible to participate in this Tender. If a Tender Offer is submitted without explicitly mentioning that the Tenderer is currently debarred, the Government shall treat the submission of the Tender Offer as an expressed continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this Tender and, if such a declaration is discovered to be false, the Government will be entitled to rescind the Contract entered into pursuant to such a Tender Offer, without the Government being liable therefor in damages or compensation in respect thereof. Tenderers are also to note that making such a false declaration to the Government is a criminal offence punishable with fine and imprisonment.

3 Submission of Tender

- 3.1 Tenderers shall submit their Tender Offers to the Government using sealed envelopes to 3501 International Place, NW, Washington D.C. 20008 by Tuesday, 19 January 2016 at 1730hrs Washington DC Time.

3.2 All Tender Offers should be accompanied by the following supporting documents:

- (a) Information on the company;
- (b) Suggestions or proposals on what the company can do to help the Embassy achieve its objectives as laid out in Annex D "Requirement Specifications". The Embassy reserves the right to request for a presentation by the company on the proposal(s) received.
- (c) The monthly retainer rate chargeable by the company and the scope of work to be covered under the rate.

3.3 In submitting a Tender Offer:

- (a) The Tender Offer must be submitted in two (2) copies made up of one (1) original and one (1) duplicate. The copies shall be bound and clearly labelled at the bottom right hand corner as ORIGINAL AND DUPLICATE respectively. For the ORIGINAL copy:
 - (i) All price schedules must be typewritten and signed by a duly authorised agent or officer of the Tenderer.
 - (ii) All corrections or cancellations will not be accepted unless such corrections or cancellations are initialled by the Tenderer.
 - (iii) All pages must be numbered.
- (b) The Tender Offer is to be put in a sealed envelope. The envelope should have on its top left-hand corner:
 - (i) the Tender Reference Number and Title of the Tender;
 - (ii) the closing date and time of the Tender;
 - (iii) the name of the Tenderer; and
 - (iv) the fax number, electronic mail address and address of the Tenderer.
- (c) The Tender Offers shall be opened by a Tender Opening Committee.

3.4 The Government reserves the right to reject Tender Offers not submitted in accordance with the mode and manner of submission specified in the Instructions to Tenderers.

4 Compliance with Instructions

- 4.1 Tender Offers will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Invitation to Tender. Any Tender Offer which attempts to vary any of the terms or requirements in the Invitation to Tender is liable to be rejected. In consideration of the Tenderer agreeing to abide by these instructions in the Invitation to Tender, the Government shall evaluate the Tender Offers fairly and in accordance with the said instructions.
- 4.2 All prices quoted in the Tender Offer should be in US dollars. Any misquotation of prices shall be the sole responsibility of the Tenderer and any request for variation/cancellation of quotes after submission of the Tender Offer will not be considered.

5 Validity Period

- 5.1 Tender Offers submitted shall remain valid for acceptance for a Validity Period of 90 days from the Closing Date and such further period as may be agreed to in writing by the Tenderer at the request of the Government.

6 Withdrawal of Tender Offer

- 6.1 No Tender Offers may be withdrawn after the Closing Date. Any Tenderer who attempts to do so may, in addition to any remedy which the Government may have against him, be liable to be debarred from future Singapore public sector tenders.

7 Compliance with Technical Requirements

- 7.1 The Services offered pursuant to a Tender Offer shall conform with or exceed those specifications stated in the Requirement Specifications.
- 7.2 The Tenderer shall provide explicit responses of compliance or non-compliance with any other technical requirements enclosed in this Invitation to Tender.
- 7.3 Where the Tenderer fails to satisfy the Government in the manner stated in this Clause 7, his Tender Offer is liable to be rejected.

8 Acceptance of Tender

- 8.1 The Government shall be under no obligation to accept the lowest or the whole or part of any Tender Offer.
- 8.2 The Government reserves the right, unless the Tenderer expressly stipulates to the contrary in his Tender Offer, of accepting such portion of any Tender Offer as the Government may decide, and the applicable prices shall be adjusted in accordance with the schedule of prices set out in the Tender Offer.
- 8.3 The issue by the Government of a Letter of Acceptance accepting the Tender Offer or part of the Tender Offer shall create a binding contract on the part of the Tenderer to supply to the Government the Services offered in the Tender Offer at the prices quoted in the Tender Offer submitted and the contract so created shall be governed by the documents comprising the Contract. The Government may at its discretion require the Tenderer to sign a written agreement. Any Tenderers who attempt to refuse the Government's acceptance of a Tender Offer may be debarred from participating in any future Singapore public sector tenders.
- 8.4 The Letter of Acceptance may be issued to the successful Tenderer's address as given in his Tender Offer by hand or by post. Such issuance of the Letter of Acceptance by hand or by post shall be deemed effective communication of acceptance.

9 Language

- 9.1 The Tender Offer and all supporting technical data and all documentation to be supplied by the Tenderer shall be written in the English language.

10 Confidentiality

- 10.1 Except with the prior written consent of the Government, the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Government.
- 10.2 The Government may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by the Government.

11 Ownership of Tender Documents

11.1 All documents submitted by the Tenderer in response to the Invitation to Tender shall become the property of the Government. However, intellectual property in the information contained in a Tender Offer submitted by the Tenderer shall remain vested in the Tenderer. This clause is without prejudice to any provisions to the contrary in any subsequent contract between the Tenderer and the Government.

12 Alteration, Erasures or Illegibility

12.1 Except for amendments to the entries made by the Tenderer himself which are initialled by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to be rejected.

13 Government's Clarifications of the Tenderer's Proposal

13.1 In the event that the Government seeks clarification upon any aspect of the Tenderer's Tender Offer, the Tenderer shall provide full and comprehensive responses within seven (7) days of notification.

14 Expense of Tenderer

14.1 In no case will any expense incurred by the Tenderer in the preparation of his Tender Offer be borne by the Government.

15 Value Added Tax (VAT)

15.1 The Tenderer shall not include in the rates and prices proposed in his Tender Offer, the Value Added Tax (VAT) chargeable for the supply of Goods or Services required in the Tender. All rates and prices quoted shall be exclusive of the said VAT chargeable on the supply of the said Goods and Services.

15.2 If the Contractor is a taxable person under the Internal Revenue Service, the Government will pay the Contractor, in addition to the rates and prices proposed, the VAT chargeable on the supply of Goods and Services provided pursuant to this Tender.

16 VAT Registration

- 16.1 The Tenderer shall declare his VAT status in his Tender Offer. He shall clearly indicate whether he is subject to VAT, or whether he will be a taxable person under the Internal Revenue Service.
- 16.2 A Tenderer who declares that he is not subject to VAT and has not included in the rates and prices proposed in his Tender Offer any VAT but who is or becomes subject to VAT on or after the Government's acceptance of his Tender Offer shall not be entitled to vary the rates and prices proposed in his Tender Offer to account for any VAT.

17 Applicable Law

- 17.1 All Tender Offers submitted pursuant to the Invitation to Tender and the Contract shall be subject to, governed by and interpreted in accordance with the laws of Washington D.C.

18 Ownership Status of Tenderer

- 18.1 The Tenderer shall provide full information on
- (a) the name and address of any person who owns, whether directly or indirectly, at least 50% of the total number of shares in the Tenderer; and
 - (b) the number, percentage and class of shares held by such person.

19 Shortlisting Tenderers

- 19.1 The Government reserves the right to shortlist Tenderers in accordance with the criteria set forth in the Invitation to Tender and give those so shortlisted the opportunity to submit new or amended Tender Offers on the basis of the Government's revised requirements, in accordance with a common deadline to be notified to the shortlisted Tenderers.
- 19.2 The Tender Offers received based on the revised requirements shall form the basis of the final tender evaluation. The Tender Offers received in the final round shall be complete and comprehensive, and shall override all tender proposals previously submitted by any shortlisted Tenderer. The new or amended Tender Offers shall not make references to previous Tender Offers. Such final Tender Offers shall be submitted in accordance with Clause 4 of these Instructions to Tenderers.

20 Corrigenda to Invitation to Tender

20.1 The Government reserves the right to, without the consent of any person, amend any terms in, or to issue supplementary terms to, the Invitation to Tender at any time prior to the Closing Date.

21 Disclaimer

21.1 This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The Government shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate.

FORM OF TENDER OFFER

To: The Government of the Republic of Singapore
c/o Permanent Secretary
Ministry of Foreign Affairs

Embassy of the Republic of Singapore
3501 International Place NW
Washington DC 20008

Name of Tenderer: ¹ _____

Address: _____

Tender Reference No. **FOR000ETT15000074** closing on Tuesday, 19 January 2016 at 1730hrs Washington DC Time.

We, _____²[Name in Block Letters] hereby offer and undertake on your acceptance of our Tender Offer to provide **Media/Public Relations Consultancy**, as specified in your Invitation to Tender.

2 Unless otherwise specified or the context otherwise requires, all capitalised terms used in this Tender Offer shall the same meanings given to them in the Conditions of Contract.

3 Our Tender Offer is fully consistent with and does not contradict or derogate from anything in your Conditions of Contract or Requirement Specifications. You are entitled to reject our Tender Offer if it is inconsistent with or contradicts or derogates from anything in your Conditions of Contract or downgrades anything in your Specifications.

4 We undertake that we shall as and when required by you to execute with you a formal agreement in the appropriate format incorporating the Conditions of Contract and Requirement Specifications set out in this Invitation to Tender together with such further terms and conditions, if any, agreed upon between us. Until the said formal agreement is prepared and executed, this offer together with your written acceptance thereof, shall constitute a binding agreement between us.

¹ If the Tender Offer is submitted by a consortium, each member of the consortium shall be named.

² If the Tender Offer is submitted by a consortium, the Lead Member of the consortium shall submit the Tender Offer on behalf of the consortium members. Documentary proof must be provided that the Lead Member is authorised by all members of the consortium to submit, sign the Tender Offer, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the consortium. For example, paragraph 1 in this Form of Tender should read "We, (Name of Lead Member), acting for and on behalf of (Name of 1st Member), (Name of 2nd Member) and (etc – List out Names of remaining Members) ..."

Annex B

5 OUR OFFER IS VALID FOR NINETY (90) DAYS FROM THE CLOSING DATE OF THIS TENDER.

6 We agree that as and when requested by the Government, we shall extend the validity of this offer for one or more periods not exceeding in total three (3) calendar months.

7 Our price (herein referred to as "the Contract Price") for the goods and services to be supplied by us is _____.

8 A breakdown of the Contract Price for the goods and/or services is given in the price schedule attached hereto.

9 We warrant that we satisfy the evaluation criteria specified in the Invitation to Tender.

10 We further undertake to give you any further information which you may require.

11 We warrant, represent and declare that we are duly authorised to submit, sign this Tender Offer, receive instructions, give any information, accept any contract and act for and on behalf of _____³ (*insert Name of firm, company or consortium*).

Dated this _____ day of _____, year 20__.

Tenderer's (as *Principal/Agent) Tenderer's Official
Company or Business Registration No: Stamp:

Authorised Signature⁴:
Name:
Designation:

(*Delete whichever is not applicable)

NOTICE: This Form duly completed MUST accompany every Tender Offer. Any change to its wordings may render the Tender Offer liable to DISQUALIFICATION.

³ If the Tender Offer is submitted by a consortium, the Tender Offer shall be submitted by the Lead Member on behalf of all members of the consortium. Each member of the consortium shall be listed. For example, "... for and on behalf of (Name of 1st Member) , (Name of 2nd Member) and (etc – List out Names of remaining Members)"

⁴ The Lead Member's registration number, official stamp and authorised signature must be provided.

CONDITIONS OF CONTRACT (SERVICES)

1. DEFINITIONS AND INTERPRETATION.

1.1 In these Conditions of Contract, unless the context otherwise requires:

- (a) "Contract" means the contract for Services made between the Government and the Contractor as a result of the Government's acceptance of the Contractor's Tender Offer, and which terms are contained in the following: the Contractor's Tender Offer, Instructions to Tenderers, Conditions of Contract, Requirement Specifications, Letter of Acceptance, and any Purchase Orders issued by the Government for the supply of the Services.
- (b) "Contractor" means the successful Tenderer who has been awarded the Contract by the Government.
- (c) "Government" means the Government of the Republic of Singapore as represented by its Ministry of Foreign Affairs and the Singapore Embassy in Washington D.C. and shall include any officer authorized by the Government to act on its behalf.
- (d) "Intellectual Property" shall mean any legally enforceable rights, worldwide under statute or common law in respect of inventive subject matter or original works of authorship, including, but not limited to, inventions, designs, whether registered or not, patents, copyrights (including mask works), trademarks and trade secrets, discoveries, improvements, technology, designs mask works, technical information, data, software, business information and other information.
- (e) "Services" means the work which the Contractor is required to perform under the Contract, as indicated in Annex D of the Tender.
- (f) "Tenderer" means a person or his permitted assigns offering to supply the services.
- (g) "Tender Offer" means a Tenderer's offer which shall be in the form of the Form of Tender Offer and all other documents submitted in connection therewith.
- (h) "Party" means either the Government or the Contractor as the context may require and "Parties" means the Government and the Contractor.

1.2 Words importing the singular include the plural and vice versa where the context requires, and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

1.3 The headings are for convenience only and shall not be taken into consideration in the interpretation or construction of the Contract.

Annex C

- 1.4 Unless otherwise provided, a reference to any statute or legislation shall be deemed to be a reference to such statute or legislation as amended from time to time and shall be deemed to include any subsidiary legislation made thereunder.
- 1.5 Any reference to "person" includes any natural person, company, association or body of persons, whether corporate or unincorporated.
- 1.6 Any reference to "month" means a calendar month, and any reference to "day" means a calendar day.
- 1.7 All references herein to clauses, unless otherwise expressly stated, are references to clauses numbered in these Conditions of Contract and not to those in any other document forming part of the Contract. Where a clause number is quoted, then reference is being made to the clause bearing that clause number and to all the sub clauses, if any, under that same clause number.
- 1.8 Where a clause or provision number is stated without a description of any document then it refers to the provision so numbered in the document where the reference appears.
- 1.9 **ADDITIONAL OR DIFFERING TERMS OR CONDITIONS PROPOSED BY CONTRACTOR OR INCLUDED IN CONTRACTOR'S ACKNOWLEDGMENT HEREOF ARE HEREBY OBJECTED TO BY GOVERNMENT AND HAVE NO EFFECT UNLESS EXPRESSLY ACCEPTED IN WRITING BY A GOVERNMENT PROCUREMENT REPRESENTATIVE.**
- 1.10 This Contract integrates, merges, and supersedes any contemporaneous and prior offers, understandings, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- 1.11 Contractor's acknowledgement, acceptance of payment, or commencement of performance, shall constitute Contractor's unqualified acceptance of this Contract.
- 1.12 Any assignment of Contractor's contract rights or delegation of duties shall be void, unless prior written consent is given by Government. A change of control of Contractor shall constitute an impermissible assignment. However, Contractor may assign rights to be paid amounts due, or to become due, to a financing institution if Government is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of Government against Contractor. Government shall have the right to make settlements and/or adjustments in price without notice to the assignee. Government may freely assign this contract.

Annex C

- 2 SCOPE OF CONTRACT.** The Contractor shall with due care and diligence:
- 2.1 Carry out and complete all Services in accordance with the Contract; and
 - 2.2 Do all things necessary or reasonably to be inferred from the Contract.
 - 2.3 Contractor's relationship to Government shall be that of an independent contractor and this Contract does not create an agency, partnership, or joint venture relationship between Government and Contractor or Government and Contractor personnel. Contractor personnel engaged in performing Services under this Contract shall be deemed employees of Contractor and shall not for any purposes be considered employees or agents of Government. Contractor assumes full responsibility for the actions and supervision of such personnel while engaged in Services under this Contract. Government assumes no liability for Contractor personnel.
 - 2.4 Nothing contained in this Contract shall be construed as granting to Contractor or any personnel of Contractor rights under any Government benefit plan. Contractor shall provide and maintain all insurance and benefits required by law, including but not limited to workers' compensation insurance.
 - 2.5 Contractor personnel: (i) will not remove Government's assets from Government's premises without Government written authorization; (ii) will use Government assets only as authorized in writing by the Government Procurement Representative for purposes of this Contract; (iii) will only connect with, interact with or use Government's computer networks and equipment, communication resources, programs, tools or routines as Government agrees, all at Contractor's risk and expense, and then only in compliance with applicable Government policies; and (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Government may monitor any communications made over or data stored in Government computer networks and equipment or communications resources.
 - 2.6 **GOVERNMENT SHALL NOT BE LIABLE FOR ANY OF CONTRACTOR'S INCREASED COSTS OF PERFORMANCE THAT RESULT FROM CONTRACTOR'S IMPLEMENTATION OF CHANGES OR MODIFICATIONS THAT GOVERNMENT'S PROCUREMENT REPRESENTATIVE DID NOT FIRST APPROVE IN WRITING.**
- 3 RECEIPT FOR SERVICES.** The Contractor shall perform the Services in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Government. The issue of such receipt shall in no way relieve the Contractor from his responsibility for re-performing deficient Services.

Annex C

4 TIMELY PERFORMANCE.

- 4.1 Contractor's timely performance is a critical element of this Contract. Time is of the essence in this Contract.
- 4.2 If Contractor becomes aware of difficulty in performing Services, Contractor shall timely notify Government, in writing, giving pertinent details. This notification shall not change any schedule.

5 PAYMENTS, TAXES, AND DUTIES.

- 5.1 Unless otherwise provided, terms of payment shall be net thirty (30) from the latest of the following: (i) Government's receipt of Contractor's accurate invoice in accordance with proper invoicing instructions as identified on the PO, or other master-type agreement; (ii) delivery of the Services ordered under the Contract. Government shall have a right of setoff against payments due or at issue under this contract or any other contract between Government and Contractor.
- 5.2 Each payment shall be made subject to a reduction to the extent of amounts which are found by Government not to have been properly payable and shall also be subject to reduction for overpayments.
- 5.3 Payment shall be deemed to have been made as of the date of mailing Government's payment or electronic funds transfer.
- 5.4 Unless otherwise specified, prices include all applicable federal, state and local Tax, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

6 ADVANCE PAYMENT.

- 6.1 Subject to an agreement in writing by both parties and as a condition precedent to any advance payment (including any progressive payment before delivery) to be made by the Government ("Advance Payment"), the Contractor shall prior to or at the time such Advance Payment is made lodge with the Government an irrevocable Banker's Guarantee (in the format and under the conditions set out in the Contract) from a bank/insurance company registered with the Federal Deposit Insurance Corporation ("FDIC") covering the full amount of the Advance Payment.
- 6.2 The Banker's Guarantee shall be effective for the period stated in the Contract. The Contractor shall procure the extension of the Banker's Guarantee in the event that delivery is not completed with the scheduled delivery. All charges incurred by the Contractor in obtaining and maintaining the Banker's Guarantee, unless caused solely by the default of the Government shall be borne by the Contractor.

Annex C

6.3 The Banker's Guarantee shall be exercisable by the Government:

6.3.1 To obtain repayment to the Government of all amounts paid by the Government less the amounts paid by the Government for the Services performed upon termination of the Contract. If the Contract is terminated due to the Contractor's default, the Contractor shall be liable for interest compounded monthly on the amount repayable by the Contractor at the FDIC prime rate prevailing at the time of the termination; and

6.3.2 To pay any other monies owing to the Government by the Contractor under or pursuant to the Contract.

7 SUSPENSION OR DELAY IN PERFORMANCE.

7.1 If there is delay in the performance of the Services under the Contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor's control, or any event which seriously disrupts public safety, peace or good order, then in any such case the Government shall have the right to suspend performance of the Contract after giving the Contractor seven (7) days' written notice. The Contractor shall for the duration of any such circumstance aforesaid, be relieved of his obligation to perform such Services thereby affected but the provisions of the Contract shall remain in full force in regard to any Services not affected by such circumstances aforesaid. Neither party shall be liable to the other during the duration of any such circumstances aforesaid.

7.2 Failure of the Contractor's subcontractors or suppliers to perform their obligations shall not be regarded as circumstances beyond the control of the Contractor unless such subcontractors or suppliers would not have been liable for any failure to perform their obligations pursuant to Clause 7.1 if Clause 7.1 were applied to them.

7.3 The Contractor shall resume performance of the Contract after the event occasioning the suspension referred to in Clause 7.1 above ceases or abates upon the Government giving the Contractor seven (7) days' written notice to do so.

7.4 If the Contractor fails to complete the performance of Services by the date specified in the "Requirement Specifications", the Government shall, in addition to and without prejudice to any other rights and remedies, have the right to:

7.4.1 Cancel all or any such items of Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or

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7.4.2 Deduct from any monies due or to become due to the Contractor or require the Contractor to pay (including Saturdays, Sundays and public holidays), liquidated damages for every day of delay until the Goods are delivered].

8 SUB-CONTRACTING AND ASSIGNING.

8.1 The Contractor shall not sub-contract or assign or transfer any of its rights and obligations under the Contract to any other person without the prior written consent of the Government.

8.2 The Contractor shall be responsible for the acts, defaults, neglects or omissions of any assignee or sub-contractor, their agents or employees as fully as if they were the acts, defaults, neglects or omissions of the Contractor, his agents or employees.

9 REPLACEMENT OF PERSONNEL. The Contractor shall replace its personnel with equally qualified personnel within fourteen (14) days from the date of written notice from the Government if in the opinion of the Government:

9.1 The personnel is incompetent or unable for any reason to carry out the Services and all efforts by the Contractor have failed to resolve the issue within the said period;

9.2 The conduct of the personnel is found to be detrimental to the national security of the Republic of Singapore; or the personnel is for any other reason deemed to be inappropriate for performing the Services.

10. TERMINATION.

10.1 Termination for Convenience.

10.1.1 For specially performed Services: Government may terminate part or this entire Contract for its convenience by giving written notice to Contractor. Upon receipt of such notice Contractor shall immediately: (i) cease work; (ii) prepare and submit an itemization of all completed and partially completed deliverables and services; (iii) deliver to Government deliverables satisfactorily completed up to the date of termination at the agreed upon prices in this Contract; and (iv) deliver upon request any Services in process. Contractor shall use reasonable efforts to mitigate Government's liability under this paragraph. Government's only obligation shall be to pay Contractor a percentage of the price reflecting the percentage of the Services performed in accordance with the Contract schedule prior to the notice of termination, plus reasonable charges that Contractor can demonstrate to the satisfaction of the Government, using generally accepted accounting principles, have resulted from the termination. Contractor shall not be paid for any Services performed or

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costs incurred which reasonably could have been avoided.

10.1.2 For other than specially performed Services: Government may terminate part or this entire Contract for its convenience by giving written notice to Contractor.

10.1.3 In either case, Contractor shall continue all Services not terminated.

10.1.4 In no event shall Government be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. Contractor's termination claim shall be submitted within sixty (60) days from the effective date of the termination.

10.2 Termination for Default.

10.2.1 Government, by written notice, may terminate this Contract for default, in whole or in part, if Contractor fails to comply with any of the terms of this Contract, fails to make progress as to endanger performance of this Contract, or fails to provide adequate assurance of future performance. Contractor shall have ten (10) days (or such longer period as Government may authorize in writing) to cure any such failure after receipt of written notice from Government.

10.2.2 Contractor shall continue all Services not terminated.

10.2.3 If after termination for default it is later determined that Contractor was not in default, such termination shall be deemed a Termination for Convenience.

11 INSURANCE. In the event that Contractor, its employees, agents, or subcontractors enter the site(s) of Government for any reason in connection with this Contract, then Contractor and its subcontractors shall procure and maintain worker's compensation (with a waiver of subrogation in favor of Government), automobile liability, comprehensive general liability (bodily injury and property damage) insurance in amounts reasonably acceptable to Government, and other such insurance as Government may reasonably require. With respect to any injury, including, but not limited to, death, to employees of Contractor or Contractor's agents, subcontractors or suppliers, Contractor's obligation to indemnify and defend in accordance with this paragraph shall apply regardless of cause. Contractor shall provide to the Government Procurement Representative thirty (30) days advance written notice prior to the effective date of any cancellation of change in the term or coverage or any of Contractor's required insurance, provided however such notice shall not relieve Contractor or its obligations to procure and maintain the required insurance. If requested, Contractor shall send a "Certificate of Insurance" showing Contractor's compliance with these requirements. Contractor shall name Government as additional insured for the duration of this Contract. Property and Contractor's Equipment Insurance maintained pursuant to this paragraph shall be considered primary as respects the interest of Government and is not contributory with any insurance that Government may carry. "Subcontractor" as used in this paragraph

shall include Contractor's subcontractors at any tier.

12 WARRANTY.

- 12.1 The Warranty Period shall commence on the date of acceptance of the Services. The length of the Warranty Period shall be twelve (12) months or such period as agreed in writing.
- 12.2 If any Service performed is found during the Warranty Period to be deficient, the Contractor shall at the written notification of the Government, re-perform the same, at the expense of the Contractor within one (1) week, which shall commence from the said notification and end upon the satisfactory completion of the re-performed Service.

13 CONSORTIUM OR JOINT VENTURE.

- 13.1 This Clause 13 shall apply if the Government accepts a Tender Offer submitted by a Consortium or joint venture.
- 13.2 As used in this Contractor, "Consortium" means an unincorporated joint venture through the medium of a consortium or partnership.
- 13.3 Joint and Several Responsibility. Each member of the Consortium shall be jointly and severally responsible to the Government for the due performance of this Contract.
- 13.4 Addition of members to Consortium. Any introduction of, or changes to, Consortium membership (including any changes to the role and responsibilities of Consortium members) must be approved in writing by the Government. Should additional member(s) be added to the Consortium at any time with the approval of the Government, he or they shall be deemed to be included in the expression "the Contractor."
- 13.5 Withdrawal from Consortium. If any member of the Consortium withdraws from the Consortium, is adjudicated a bankrupt by a duly constituted judicial tribunal, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:
- 13.5.1 This contract shall continue and not be dissolved; and
- 13.5.2 The remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

14 INTELLECTUAL PROPERTY RIGHTS INDEMNITY.

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- 14.1 The Contractor warrants that the Services do not infringe any copyrights, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, integrated circuit topography, know-how and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields (hereinafter referred to as "Intellectual Property"). Notwithstanding the above, the Contractor shall indemnify the Government and its agents against all Intellectual Property infringement claims including any costs and expenses in respect thereof.
- 14.2 Contractor warrants that the Services performed and delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country and is free and clear of all liens, licenses, claims, and encumbrances.
- 14.3 Contractor agrees that Government is the sole owner of any intellectual property developed under this Contract, and that Contractor shall have no right in such intellectual property except as specifically authorized by Government.

15 GOVERNMENTAL REGULATIONS.

- 15.1 The Contractor shall, at its own costs, obtain and maintain all license and authorizations, including export licenses and permits and other governmental authorizations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfill all its obligations under the Contract.
- 15.2 In connection with the performance of its obligations under the Contract, the Contractor shall give all notices and pay all fees required to be given or paid under any applicable law.
- 15.3 In connection with the performance of its obligations under the Contract, the Contractor shall conform in all respects with the provisions of all applicable laws and shall keep the Government indemnified against all penalties and liabilities of every kind for the breach of any such laws.

16 MECHANICS AND OTHER LIENS.

- 16.1 TO THE EXTENT PERMITTED BY LAW, CONTRACTOR AGREES THAT IT WILL NOT ASSERT ANY MECHANICS LIEN, OR ANY OTHER LABOR OR MATERIAL LIEN, AGAINST ANY PROPERTY OWNED BY OR IN THE CARE, CUSTODY OR CONTROL OF GOVERNMENT TO SECURE PAYMENT OF ANY AMOUNTS THAT MAY BECOME DUE TO CONTRACTOR FOR FURNISHING ANY LABOR OR MATERIAL IN PERFORMANCE OF THIS CONTRACT OR FOR PERFORMING ANY WORK ASSOCIATED THEREWITH. CONTRACTOR UNDERSTANDS THAT BY ACCEPTING THIS CONTRACT IT HAS WAIVED ITS RIGHTS (IF ANY) TO ASSERT A LIEN AND IT WILL BE PRECLUDED FROM EXERCISING THE MECHANICS LIEN RIGHTS IT MAY OTHERWISE BE

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AFFORDED UNDER APPLICABLE STATE LAW. CONTRACTOR SHALL COOPERATE IN PROVIDING AND FILING ANY WAIVERS AND/OR RELEASES OF LIEN THAT GOVERNMENT MAY REQUIRE. IN THE EVENT THAT APPLICABLE LAW DOES NOT PERMIT THE CONTRACTOR'S WAIVER OF LIENS IN ADVANCE, CONTRACTOR AGREES THAT IT SHALL FOREBEAR FROM FILING A LIEN UNLESS AND UNTIL IT COMPLETES THE WORK REQUIRED BY THE CONTRACT AND WILL PROVIDE A RELEASE AND WAIVER SIMULTANEOUS WITH FINAL PAYMENT UNDER THE CONTRACT.

- 16.2 Contractor agrees to secure releases and waivers of lien in favor of Government from Contractor's suppliers and subcontractors coincident with Contractor's final payments to them. In the event any of Contractor's suppliers or subcontractors assert a mechanics lien, or any other labor or material lien, against any property owned by or in the care, custody or control of Government, Government at its election may immediately satisfy such lien and charge all amounts (including reasonable attorney's fees) associated with satisfying such lien to Contractor and/or offset such amounts against payments owed to Contractor.
- 17 **OCCUPATIONAL SAFETY AND HEALTH.** Contractor shall notify Government promptly in writing if a charge of noncompliance with the Occupational Safety and Health Act of 1970, as amended has been filed against Contractor arising from or related to Contractor's Services performed hereunder on premises owned, leased or operated by Government.
- 18 **FAILURE TO MEET PAYROLL.** If Contractor fails to meet its payroll or employee benefit obligations and such failure disrupts, delays, or otherwise hinders delivery and/or performance of Services under this Contract and/or Government's prime contract, Government may, without accepting responsibility or liability for Contractor's payroll or employee benefit obligations, solicit, recruit, hire, or otherwise employ or retain Contractor's employees who are deemed by Government to be necessary for delivery and/performance of the Services being provided under this Contract. Any action taken by Government under this Article shall not relieve the Contractor of any liability for default under this Contract.
- 19 **NO RIGHTS FOR THIRD PARTIES.** Save as provided for under the Contract, a person who is not a party to this Contract shall have no rights under this Contract or any related cause of action to enforce any of the terms of this Contract nor any claim in tort or contract.
- 20 **GRATUITIES/KICKBACKS/ETHICAL CONDUCT.** No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by Contractor, or anyone acting on Contractor's behalf, to any employee of Government with a view toward securing favorable treatment as a supplier.
- 21 **INDEMNIFICATION OF GOVERNMENT AGAINST CLAIMS.**

21.1 **CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND, AT**

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GOVERNMENT'S ELECTION, DEFEND GOVERNMENT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LOSSES, COSTS, CLAIMS, PENALTIES, CAUSES OF ACTION, DAMAGES, LIABILITIES, FEES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES, ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, AND COURT COSTS, ARISING FROM OR RELATED TO ANY ACT OR OMISSION OF CONTRACTOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR SUBCONTRACTORS AT ANY TIER, RELATED TO OR AS PART OF THE EXECUTION OF WORK TO BE PERFORMED OR OTHERWISE IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT (HEREINAFTER COLLECTIVELY REFERRED TO AS "CLAIMS"), ARISING FROM OR RELATED TO:

21.1.1 ANY INJURY, INCLUDING BUT NOT LIMITED TO DEATH, TO ANY PERSON(S), OR DAMAGE TO PROPERTY, ARISING FROM OR RELATED TO OR CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY ACTS OR OMISSIONS OF CONTRACTOR, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, OR ANY OTHER PERSON OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, WITH RESPECT TO OR IN CONNECTION WITH SERVICES UNDER THIS CONTRACT.

21.1.2 ANY CLAIMS, MADE BY CONTRACTOR'S DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (EXCEPT CLAIMS FOR PERSONAL INJURY OR DEATH ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL TORTS ON THE PART OF GOVERNMENT) AGAINST GOVERNMENT OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS IN EITHER THEIR OFFICIAL OR INDIVIDUAL CAPACITIES.

21.1.3 ALLEGED IMPROPER CONDUCT OF ANY NATURE OR TYPE, INCLUDING, BUT NOT LIMITED TO, PHYSICAL, MENTAL OR SEXUAL ABUSE OR HARASSMENT, INVASION OF BODILY INTEGRITY, VIOLATION OF CIVIL RIGHTS, AND/OR DISCRIMINATION, BY OR ATTRIBUTABLE TO ANY OF CONTRACTOR'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR SUBCONTRACTORS.

21.2 CONTRACTOR'S FAILURE TO PAY ANY OF CONTRACTOR'S EMPLOYEES, AGENTS, SUPPLIERS, OR SUBCONTRACTORS, FOR SERVICES RENDERED UNDER THIS CONTRACT.

22 MANDATORY ARBITRATION. In the event of any dispute, question, disagreement, controversy or claim arising under this Contract, excepting the Government's right to seek equitable relief in a federal or state court as applicable, the parties agree that any dispute, controversy or claim, whether based on contract, tort, statute, discrimination, retaliation, or otherwise, relating to, arising from or connected in any manner to this

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Contract, or to the alleged breach of this Contract, shall, upon written request of Government or Contractor be submitted to and resolved by binding arbitration. The arbitration shall be conducted in Washington, District of Columbia. The arbitration shall proceed in accordance with the commercial rules of the American Arbitration Association ("AAA") in effect at the time the claim or dispute arose, unless other rules are agreed upon by the parties. Any claims received after the applicable relevant statute of limitations period has passed shall be deemed null and void. Either party may bring an action in any court of competent jurisdiction in the Courts of the District of Columbia to compel arbitration under this Contract, to enforce an arbitration award, and to vacate an arbitration award. Each party will pay its own attorney's fees and other costs incurred by their respective attorneys and witnesses and share equally the actual costs of the arbitration including, without limitation, the costs and expenses of the arbitrator.

23 APPLICABLE LAW AND JURISDICTION. This Contract shall be governed by the laws of the District of Columbia. In the event that litigation results from or arises out of this Contract or the performance thereof, or any arbitration award, the parties agree that the Contractor shall reimburse the Government reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which it may be entitled.

24 CUMULATIVE REMEDIES. The rights and remedies of the Parties under the Contract are cumulative and are without prejudice and in addition to any rights or remedies a Party may have in law or in equity; no exercise by a Party of any one right or remedy under the Contract, or at law or in equity, shall (save to the extent, if any, provided at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.

25 WAIVER AND VARIATION OF CONTRACT.

25.1 No waiver or variation of the terms of the Contract shall be of any force unless such waiver or variation shall have first been expressly accepted in writing by the Contractor and the authorized contract signatory of the Government.

25.2 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing or exercising any right, power, privilege, claim or remedy, which is conferred by the Contract, at law or in equity, or which arises from any breach by the other Party, be deemed to be or be construed as being (i) a waiver thereof or of any other such right, power, privilege, claim or remedy, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.

25.3 Any waiver (whether effected by a positive waiver or by a delay or failure in enforcement) by any Party hereto of its right, in any instance, to require compliance with any of the provision of the Contract by the other Party shall not prevent that Party (subject to reasonable notice where a positive waiver has been granted) subsequently requiring such compliance in respect of that instance by the other Party.

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26 INCOTERMS. Subject to any provision to the contrary in the Contract, "INCOTERMS © 2010" (Publication No. 715E of the International Chamber of Commerce) shall be deemed to be incorporated to and shall form an integral part of the Contract. In the event that the INCOTERM chosen for this Contract is CPT or CIP to a destination other than an airport or a seaport, the Contractor shall provide the Government with the contact details of its inland freight forwarder in the country of destination.

27 CONFIDENTIALITY AND SECURITY.

27.1 Except with the written consent of the Government, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of the Government in connection therewith to any person.

27.2 In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from the Government or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the Government.

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

27.4 The obligations of the Contractor under this Clause 27 shall be in addition to and without prejudice to any obligations it owes to the Government under any other confidentiality agreement(s) or obligations of confidentiality.

27.5 The employees and agents of the Contractor shall, if so required by the Government, sign an Undertaking to Safeguard Official Information in the form prescribed in the Schedule hereto.

28 SET-OFF. Whenever under this Contract any sum of money (including liquidated damages and any other damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or any other agreement with the Government. All offset or countertrade credit value resulting from this Contract, and any lower tier subcontracts, shall accrue solely to the benefit of Government. Contractor shall cooperate with Government in the fulfillment of any foreign offset/countertrade obligations.

29 SECURITY DEPOSIT.

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- 29.1 Subject to an agreement in writing by both parties and as a condition precedent to the initial payment to be made by the Government, for the due and faithful performance of the Contract, the Contractor shall lodge with the Government a Security Deposit for the sum of **US\$0.00**. The Security Deposit shall either be in the form of cash or, in lieu of cash and subject to an agreement in writing by both parties, a Performance Bond strictly in compliance with the format enclosed in the Contract issued by a bank or insurance company registered with FDIC.
- 29.2 All charges incurred by the Contractor in obtaining and maintaining the Security Deposit shall be met by the Contractor. The Security Deposit shall be valid until three (3) months after the delivery of all the Goods and Services under the Contract. In the event the delivery is deferred for any reason, the Security Deposit shall be correspondingly extended by the Contractor at his own expense. At the end of the said three (3) months or extension, the Security Deposit (or any balance thereof remaining for the credit of the Contractor) shall be released and refunded without interest subject to any deduction as may be made therefrom.
- 29.3 In the event of any default or breach of any of the obligations by the Contractor under the Contract, the Government may at its sole discretion draw on the Security Deposit to satisfy any liquidated or other damages as may become due to the Government under the Contract if the Government has, prior to drawing on the Security Deposit, notified the Contractor in writing of the default or breach and given the Contractor a minimum of thirty (30) days to rectify or remedy the default or breach or (if the default or breach cannot be fully rectified or remedied) to pay damages to the amount specified in the notice and the Contractor has failed to comply fully with the notice.
- 29.4 The provisions of this Clause 29 shall not affect the rights and remedies expressly reserved herein to the Government or bar the Government from claiming loss, expense, costs or damages incurred or sustained or likely to be sustained by the Government as a result of any breach of contract of whatsoever nature by the Contractor.

30 WAIVER, APPROVAL AND REMEDIES.

- 30.1. Failure by Government to enforce any provision(s) of this Contract shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the right of Government thereafter to enforce each and every such provision(s).
- 30.2. Government's approval of documents shall not relieve Contractor from complying with any requirements of this Contract.
- 30.3. The rights and remedies of Government in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.
- 30.4 If this Contract expires, is completed or is terminated, Contractor shall not be relieved of those obligations contained in the following provisions:

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- (a) Applicable Laws
- (b) Definitions
- (c) Disputes/Jury Waiver
- (d) Independent Contractor Relationship
- (e) Intellectual Property
- (f) Warranty

31 CONFLICT OF INTEREST.

- 31.1 The Contractor warrants that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the performance of the Services and of its obligations under the Contract.
- 31.2 If, during the term of the Contract, a conflict or risk of conflict of interest arises, the Contractor will notify the Government immediately in writing of that conflict or risk and will comply with any requirement of the Government to eliminate or otherwise deal with that conflict or risk of conflict.
- 31.3 If the conflict of interest cannot be resolved, the Government shall have the option to terminate the Contract with immediate effect.

32 SEVERABILITY. Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

33 COUNTERPARTS/ELECTRONIC SIGNATURES. This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Contract, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

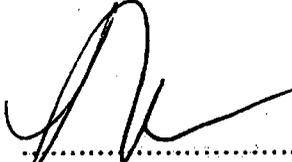
SCHEDULE

UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

My attention has been drawn to the Singapore Official Secrets Act (Chapter 213, Revised Edition 2012) and in particular to Section 5 thereof which relates to the safeguarding of official information.

I understand and agree that all official information acquired by me in the course of my work and consultancy with any government department, statutory board or government-owned company is strictly confidential in nature, and is not to be published or communicated by me to any unauthorized person in any form at any time, without the official sanction of the relevant Permanent Secretary or the Chief Executive Officer of the statutory board or government-owned company.

I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the Official Secrets Act.


.....
(Signature of Officer)

ELIZABETH Cook
.....
(Full name in BLOCKS and NRIC)

partner
.....
(Designation)

Fleishman Hillard
.....
(Name of Company)

(Date)

.....
(Signature of WITNESS)

(Full name in BLOCKS)

.....
(Designation)

Ministry/Government-Dept/Statutory
Board/Government-owned Company

(Date)

COMPENDIUM OF CLAUSES FOR PERIOD CONTRACTS¹

A1 COMMENCEMENT AND DURATION OF CONTRACT. This Contract shall commence on March 1st, 2016 and shall remain in force in the manner specified in the Contract for a period of 2 years (the "Contract Period").

A2 OPTION TO EXTEND.² The Contractor grants the Government the option to extend the Contract for a further period of 1 year at the sole discretion of the Government. The Government may exercise this option by giving written notice to the Contractor at least one (1) month prior to the end of the Contract Period. Unless otherwise specifically agreed between the Parties, the purchase made during the extended period shall be subject to the same terms and conditions (inclusive of any amendments), and the Services purchased shall form part of the Services defined in this Contract.

A3 PURCHASE ORDERS.

A3.1 All orders for Services to be supplied under the Contract shall be given from time to time, in writing, by the Government by the appropriate order form (the "Purchase Order"). All such Purchase Orders shall clearly state the details and nature of the Services to be supplied and shall also state the amount, calculated at the rates in the Contract that shall become due to the Contractor on the satisfactory completion of all the Services specified on such Purchase Orders. On satisfactory completion of such supply the Contractor shall submit his bill/invoice to the Government who shall certify the same for payment to the Contractor at the time and in the manner hereinafter provided.

A3.2 Purchase Orders may be sent by fax, electronic mail or post to the fax numbers, electronic mail addresses and/or address provided by the Contractor in the Tender Offer. The Purchase Order shall be deemed to be given to and received by the Contractor: (a) in the case of a Purchase Order sent by post, two business days after the day of dispatch; and (b) in the case of a Purchase Order sent by fax or electronic mail, if sent during normal business hours then at the time of transmission and if sent outside normal business hours then on the next following business day.

A3.3 On receipt of any Purchase Order the Contractor shall commence performance of the Services referred to therein and complete the same in accordance with the timelines stated in the Requirement Specifications, Purchase Order or Contract (as the case may be) or otherwise as expeditiously as possible.

¹ Note: The clauses herein should be used only if a period contract is envisaged.

² Note: This clause should only be included if the Government requires an option to extend the Contract.

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A4 OWNERSHIP OF INTELLECTUAL PROPERTY.

A4.1 For the purposes of this Clause A4:

A4.1.1 "Background IP" means IP which is created prior to or independently of this Contract.

A4.1.2 "Foreground IP" means IP which results from or is generated pursuant to or for the purpose of this Contract.

A4.1.3 "IP" means intellectual property and shall include patents, copyright, industrial design and integrated circuit topography.

A4.1.4 "Territory" means the United States of America.

A4.2 Nothing in this Contract shall affect any person's right to own or license Background IP.

A4.3 All Foreground IP created by the Contractor, its subcontractor or supplier shall vest in the Government. The Contractor shall, by way of present assignment of future IP, do all things necessary to ensure that all Foreground IP is assigned to the Government absolutely. The Contractor shall do all such things and to sign and execute all such documents as may reasonably be required in order to perfect, protect or enforce any of the Foreground IP assigned and granted to the Government.

A4.4 The Contractor shall obtain for and grant to the Government and its agent, free of any additional charge, a perpetual, non-exclusive license, to use in the Territory all Background IP owned by or licensed to the Contractor, its subcontractor or supplier.

A4.5 For the avoidance of doubt, any IP in any results, report, data or information generated or produced by the Government or another person on behalf of the Government as a result of this Contract shall be owned by the Government.

A4.6 If the Contractor, its subcontractor or supplier intends to sell or transfer their Background IP, the Contractor shall ensure that the purchaser of the Background IP and every successor in title to the interest in the Background IP has prior written notice of the license that the Contractor, its subcontractor or supplier has granted to the Government.

A4.7 If any license granted or obtained for Background IP under this Clause is registrable under any IP registration system in the Territory, the Contractor shall:

A4.7.1 Register the license under the IP registration system in the Territory; and

A4.7.2 Deliver copies of documentary proof of such license registration to the Government as soon as possible.

Requirements for Media/Public Relations Consultancy Retainer

The Embassy of the Republic of Singapore seeks a media/public relations company to assist the Embassy in achieving the following objectives:

- I. Maintain a positive image of Singapore and the Singapore Embassy in the U.S.A. and in particular, Washington DC. The key stakeholder groups are:
 - a) U.S. Government and agencies
 - b) Congress
 - c) Media
 - d) Thought leaders and influencers, including but not limited to people in think tanks, academics, technical experts, etc.
 - e) NGO groups/cause advocates

- II. Raise awareness and enhance the understanding of Americans of Singapore as a sovereign country in Southeast Asia with the following attributes:
 - a) A trusted, longstanding, strategic partner of the U.S.A., with positive relations in several key areas such as trade, defense, education.
 - b) A modern, English speaking country, with a democratically elected government, efficient bureaucracy, low corruption and a favoured destination for businesses.
 - c) A culturally diverse, harmonious society with a rich history and vibrant culture and a people respectful of one another.

2. Towards achieving the above objectives, the company is expected (but not limited to) to perform the following tasks:
 - I. Daily monitoring of news media (refer to Annex for list of media for monitoring) for mentions of Singapore; and of issues with direct implications upon Singapore or its relations with the U.S.A.

 - II. A daily report containing the summary of the relevant news as well as accompanying articles should be submitted to the Embassy by 12noon. (Reports for weekends and Federal Holidays should be submitted on the next working day)

 - III. Alert the Embassy of any breaking news stories with direct implications on Singapore requiring follow up action (eg replying to an erroneous story, responding to a misleading/negative story, etc)
 - (a) If event occurs during working hours, the Embassy should be alerted within one hour of the first publication of the story.

 - (b) If event occurs during offline hours, the embassy should be alerted within four hours of the first publication of the story.

- IV. Prepare and submit a six-monthly media analysis news coverage on Singapore. This should include both qualitative and quantitative analysis and recommendations of any action(s) that the Embassy should take with regard to media reporting. The report should be submitted two weeks after the end of the preceding quarter
- V. Provide ongoing strategic counsel on media, public communication and public relations matters
- VI. Facilitate access to key media personalities including, but not limited to arranging for meetings; facilitating media outreach events organised by the Embassy; and informing Embassy staff of relevant networking events.
- VII. Provide strategic counsel, advice and guidance on enhancing the effectiveness and reach of the Embassy's social media and online outreach activities
- VIII. Provide strategic media training (on camera) for Embassy staff (once a year for each member of staff)
- IX. Review, consolidate and if necessary, propose suggestions on how best enhance the Embassy's communications with its key stakeholders

Billing and contractual matters

- 3 The company must comply and complete the agreements set out in Annex A to E.
- 4 The company should provide as detailed a breakdown as possible for the cost quoted (if possible, according to the tasks stipulated above)
- 5 Under the services represented, work and emphasis can be shifted from month to month depending on events, activities and priorities. The company should propose for an arrangement allowing for this flexibility in the quotation.
- 6 The company should also indicate an hourly service rate for any extraordinary expenses that may be incurred for additional services beyond what is agreed in the contract. The company should also notify the embassy when any work is considered as 'additional' and it should not be undertaken without the prior approval of the Ambassador or Embassy representative.
- 7 The Embassy should be billed at the end of each month for the work done in the preceding month.
- 8 The contract would be for a period of 24 months from the commencement of the agreement with an option to extend for another 12 months.

- 9 The Embassy retains the right to terminate the contract if the performance is unsatisfactory by serving a 60-day written notice.

Other information

- 10 The following information should be submitted together with the completed proposal:
- I. Company profile, including scale of operations in the Washington D.C. area with information such as:
 - a. Company registration details
 - b. Company organisation chart showing departments and reporting structure
 - c. Number of staff in the company (total and in Washington D.C.)
 - II. Details on manpower and resources dedicated to the Embassy for the retainer
 - III. Contact details (name, email, tel) of the person in charge of the company's bid for this project

Evaluation Criteria

- 11 Proposals would be evaluated based on the following criteria and weightage:
- (i) Track record and experience with working with foreign governments (40%)
 - (ii) Compliance with Specifications (30%)
 - (iii) Usefulness of company's suggestions in achieving the objectives as laid out in Specifications (20%)
 - (iv) Price competitiveness (10%)

ANNEX – List of media for monitoring (*The Embassy reserves the right to amend this list as and when necessary*)

Newspapers (National papers – both print and online)

- The Washington Post
- The New York Times
- The Wall Street Journal
- The Washington Times
- USA Today
- Financial Times

Newspapers (Local papers – both print and online)

- Boston Globe
- New York Post
- New York Daily News
- Chicago Tribune
- Chicago Sun-Times
- Detroit Free Press
- LA Times
- San Jose Mercury News
- San Francisco Chronicle
- Seattle Times
- Houston Chronicle
- Dallas Morning News
- Denver Post

Online media/Periodicals (both print and online)

- AP
- AFP
- Reuters
- The Hill
- Huffington Post
- POLITICO
- Yahoo News
- CQ Roll Call
- Slate
- Quartz
- Vox
- The Atlantic
- Mashable
- The Weekly Wonk
- ClimateWire
- Foreign Policy
- The Economist

- Foreign Affairs
- Time
- Newsweek
- Bloomberg Businessweek
- Forbes
- Fortune
- BuzzFeed
- Gawker
- The New Yorker
- The Weekly Standard

Broadcast media (both broadcast channels and online)

- CNN
- MSNBC
- Fox News
- Bloomberg
- NPR
- PBS Newshour
- NBC/ABC/CBS News