

TERMS AND CONDITIONS

1 FUNDING BY SPORTSG

- 1.1 The Continuing Coaching Education (“CCE”) Training Allowance Grant (“the Grant”) is given to the Applicant at the discretion of SportSG and SportSG reserves the right to vary, modify, suspend or terminate the Grant.
- 1.2 The Grant is a privilege extended to the Applicant. The Applicant should not regard it as an entitlement under any circumstances nor shall the Applicant regard the Grant as setting a precedent (of the payment or quantum) for subsequent application(s).

2 GRANT UTILISATION

The Grant training is provided to eligible fitness instructors to encourage them to actively engage in continuous learning and be current in their knowledge and skills during this period where their work is impacted by the Covid-19 restrictions.

3 DELIVERABLES

Disbursement of the Grant shall be subject to the Applicant’s fulfilment of all deliverables stated in **Schedule 1** and SportSG’s assessment of the same. In the event of any eligibility criteria not met, incomplete documents and/or inaccurate information provided, SportSG shall be entitled to withdraw and/or reclaim the whole Fitness Operating Grant (or any part thereof).

4 DISBURSEMENT OF FUNDS

Unless otherwise agreed by SportSG, the quantum of the Grant provided shall be in accordance with the quantum as set out in **Schedule 1**.

5 BREACH & TERMINATION

- 5.1 If at any time the Applicant is in breach of any of the terms and conditions, or is found to have made a fraudulent or dishonest declaration, SportSG reserves the right to the following:-
 - a) Withhold the Grant;
 - b) Disqualify the Applicant from the Grant; and
 - c) Require the Applicant to reimburse SportSG any portion of the Grant that has previously been paid to the Applicant;
- 5.2 The Applicant shall have no claim against SportSG for any loss or damages whatsoever, whether direct, indirect or consequential, arising for any reason from any such termination.

6 CONFIDENTIALITY

- 6.1 Each Party shall take all reasonable steps to prevent the publication or disclosure of any information concerning the business, operations, accounts or finances of the other Party and any other information belonging to the other Party of a proprietary or confidential nature.
- 6.2 Any interview or media statement to be made in respect of the Grant must be approved by SportSG prior to the making of it.
- 6.3 The Parties' obligations of confidentiality shall survive the expiry of the Grant period or termination provisions herein, unless the information in question has entered the public domain due to no breach or default of the Applicant or the disclosure of such information is with the prior written consent of the other Party or by law.

7 LIABILITY AND IDEMNITY

- 7.1 SportSG excludes all liability for any losses, damage, injury or death that may arise in connection with the Grant.
- 7.2 SportSG excludes all liability whatsoever and howsoever to the Applicant or any third party for any loss (including consequential losses) or loss of expectation of support (monetary or otherwise) arising from any decision by SportSG to vary, modify, suspend or terminate the Grant.

8 FORCE MAJEURE

In the event of any cancellation of the Grant due to any force majeure event, i.e., any event beyond the Parties' control, including but not limited to, Acts of God, industrial disputes, strikes, lockouts, fire, explosion, power outages, outbreak of disease (epidemic or otherwise), government regulations, war and terrorist acts, any other circumstances seriously affecting or disrupting public safety, security, peace or good order of the Republic of Singapore, no loss or damage shall be claimed by either Party for reason thereof. Notwithstanding the above, SportSG shall be entitled to withdraw and/or reclaim any unutilised portion of the Grant.

9 DISPUTE RESOLUTION

- 9.1 In the event of any dispute arising from this Grant Agreement, the Parties agree that they shall first attempt in good faith to negotiate and reach an amicable solution to the dispute by mediation conducted under the auspices of the Singapore Mediation Centre.
- 9.2 In the event that mediation does not result in a resolution of the dispute, then each Party shall be entitled to refer the dispute to the Courts and in that regard, the Parties hereby submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

10 LEGAL COSTS AND DISBURSEMENTS

- 10.1 In the event of SportSG commencing any legal action against the Applicant on matters arising from the Applicant's breach of this Grant Agreement, all legal costs and disbursements incurred thereon by SportSG shall be payable by the Applicant on a full indemnity basis.

10.2 In the event of the Applicant being involved in any suit whatsoever or any legal action relating to this Grant Agreement or otherwise, the Applicant shall not use the Grant or any part thereof to pay for its legal fees or disbursements.

11 VARIATION

11.1 SportSG shall be entitled to, in its sole discretion, vary, modify, suspend or terminate the Grant upon giving written notice to the Applicant.

12 GENERAL

12.1 All notices and other communications relating to this Grant Agreement shall be in writing.

12.2 Each part of this Grant Agreement and each term shall stand and take effect independently so that if any provision is found to be invalid or unenforceable, such determination shall not affect any other provision in this Grant Agreement, all of which, shall remain in full force and effect.

12.3 The waiver of any particular breach of the terms of this Grant Agreement, or failure to enforce any term of this Grant Agreement, shall not be construed as a waiver of any other breach of the same or any other term of this Grant Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

12.4 This Grant Agreement contains the entire agreement between SportSG and the Applicant superseding all previous understandings, commitments, agreements or representations whatsoever, whether oral or written in relation to the Grant.

12.5 The Applicant's acceptance of this Grant Agreement and the extending of the Grant to the Applicant does not constitute any partnership or agency relationship between the Applicant and SportSG and either Party shall have no rights to act for or on behalf of SportSG in any capacity whatsoever.

12.6 This Grant Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same agreement.

12.7 Neither Party shall sell, transfer or assign this Grant Agreement or the rights or obligations hereunder, without the prior written consent of the other Party.

12.8 The Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore shall not, under any circumstances, apply to this Grant Agreement and any person/entity who is not a party to this Grant Agreement shall have no right whatsoever to enforce the terms or derive any benefits from this Grant Agreement.

12.9 This Grant Agreement and any subsequent variation(s) shall be governed by and construed in accordance with the laws of Singapore.

SCHEDULE 1

GRANT DISBURSEMENT SCHEDULE AND DELIVERABLES

1. Grant Quantum

Subject to the terms and conditions of this Grant Agreement, SportSG shall allow the Applicant to claim \$7.50 for each claimable hour for the recognised CCE training/learning event and up to a maximum of \$300 per person until 31st March 2022.

2. Disbursement Schedule

The Grant will be disbursed at the end of each calendar month.

3. Deliverables

- a. Submit valid fitness instructor qualifications – this needs to be done once only for first time Applicants.
- b. Submit documentary evidence (e.g. service/employment contract, email, attendance records) of impact (disruption/suspension/termination) on work as a result of Covid-19 restrictions – this needs to be done once for first time applicants and as and when requested by SportSG.
- c. Full attendance at the CCE event (egs. workshops, e-workshops, seminars, webinars, online learning) and complete post CCE event obligation (it may include submitting a reflection, feedback, passing post event quiz/assessment or any other activity).