

## CONTRIBUTION TO FUNDRAISING PROJECT/EVENT

### Terms and Conditions on Use of Funds Contributed by Singapore Totalisator Board and by the Government of Singapore

#### Contribution under the Enhanced Fundraising Programme ("EFR matching")

#### Funding Formula

1. The Singapore Totalisator Board (Tote Board) will contribute to, and the Government of Singapore (Government) will match (if applicable), the fundraising project/event as per our Approval Letter attached, on the conditions that:
  - a) The Actual Total Expenditure (excluding in-kind items) of the abovementioned project/event is **not more than 35%** of the Actual Funds Raised (excluding Tote Board's and in-kind contributions and any government matching); and
  - b) The Actual Net Surplus generated must be contributed towards the local causes/programmes/services as stated in your application.
  - c) Each applicant can only submit a maximum of five (5) fundraising projects/events for EFR matching per FY, with each project/event having a minimum of eligible sum raised of at least S\$2,500.
  - d) Donations to the fundraising project/event must be either unconditional or have irrevocably satisfied any conditions prior to EFR claim submission date.
2. The amount of EFR matching will be computed as below:
  - a) Tote Board's contribution will be 20% of the eligible sum raised (capped at S\$50,000 *per application*);
  - b) The Government's additional matching will be 30% of the eligible sum raised (capped at S\$75,000 *per applicant per FY* respectively);
  - c) The eligible sum raised, donations from each Covered Donor shall be subject to a matching limit of S\$5,000 per Covered Donor per fundraising project/event; and
  - d) Anonymous donations shall be capped at a maximum of S\$5,000 per fundraising project/event, unless there are project-specific justifications that warrant an exception based on the nature and modality of the fundraising project/event.

For the purpose of this clause, the following definitions shall apply:

- "Covered Donor" means any party that is a Key Officer, Related Party and/or Other EFR Grantee, at the time of the Applicant's EFR claim submission;
- "Key Officer" means, in relation to a charity, a person that is a governing board member of a charity or a person that is a member of a charity, such individual who, whether acting alone or together with any other person, (i) has general control and management of all or any

aspect (including financial aspect) of the administration of the charity or person, or (ii) provides advice to the charity or person on the control and management mentioned in (i), other than as a professional engaged or retained person pursuant to a contract for service to provide such service in that professional capacity;

- “Related Party” means a third party that has one or more shareholders, members, directors, governing board members and/or trustees (as the case may be) (i) in common with the Applicant or (ii) who are Immediate Family Members of the Applicant’s shareholders, members, directors, governing board members and/or trustees (as the case may be);
- “Immediate Family Member” means spouse, parent, sibling or child, who are related by blood, marriage or legal adoption; and
- “Other EFR Grantee(s)” refers to a donor, who is also a Singapore registered charity, who has an approved EFR application.

### **Prohibited Practices**

3. Organisation acknowledges all qualifying donations must demonstrate the following:
  - a) Genuine charitable intent from donors with no expectation of any form of return;
  - b) Donations should be direct contribution from donors' own resources; and
  - c) Applicants to maintain clear documentation of donation sources

**Consequences:** Engaging in prohibited practices may result in:

- a) Immediate clawback of all EFR matching funds;
- b) Being blacklisted from future grant applications;
- c) Reporting to relevant authorities including the Police;
- d) Recovery of all costs incurred by Tote Board in investigating the matter.

### **Use of Contribution**

4. No part of the EFR matching shall be used for any purposes not stated in your application, including without limitation:
  - a) Debt/loan repayments;
  - b) Religious, political, and/or ideological activities, including causes or advocacy supported directly or indirectly by actors which may undermine national security, sovereignty or social cohesion in Singapore;
  - c) Commercial project(s) for the sole purpose of profit-making; and
  - d) In relation to project(s) that benefit only an individual.
5. Tote Board shall not be liable for any commitments entered into by Organisation in the expectation of the receipt of funds from Tote Board.

## Reports and Release of Funds

6. Tote Board shall release the funds directly to Organisation, only upon receiving in good order the (i) actual total income and actual total expenditure of the abovementioned project/event and other requisite details and declarations (submitted through OurSG Grants portal), and (ii) the following supporting documents related to the abovementioned project/event:
  - a) **If applicable as per stated in the Approval Letter**, an Agreed-Upon Procedures (AUP) report (Annex B) by an external Certified Public Accountant. Detailed specifications relating to AUP are stipulated on Tote Board's website: <https://go.gov.sg/efr-claim>.
  - b) **If available**, the Audited Statement of Accounts by a qualified auditor for all income and expenditure of the abovementioned project/event. Scanned audited statements must be certified true copy bearing original signature of the Highest Authority or his/her equivalent, or his/her Authorised Representative.
7. The claim and supporting documents mentioned in Paragraph 6 above must be submitted via OurSG Grants portal to Tote Board **within nine (9) months** after the completion of the abovementioned project/event. Tote Board reserves the right to reject a claim if it is received beyond the nine-month period stipulated. No reminder to submit the claim will be sent.
8. The amount of EFR matching shall be determined after the completion of the abovementioned project/event and the submission of all the relevant documents. If Organisation has more than one approved project/event, the matching cap for FY2026 will be allocated (until fully utilised) in the order Tote Board receives Organisation's complete claim submissions.
9. Tote Board's disbursements to Organisation shall only be remitted through PayNow Corporate. There is no need to send an official tax-deductible receipt to Tote Board. Please ensure that PayNow Corporate service for Organisation has been set up and the PayNow proxy (if applicable) of Organisation's bank account is accurately provided in the submission of the claim details at the OurSG Grants portal.

## Record Keeping Requirements

10. Organisation shall retain all accounting records, income and expenditure documentation for a minimum period of **five (5) years** from the completion of the abovementioned project/event, including but not limited to:
  - a) Donation forms and receipts;
  - b) Invoices and payment vouchers;
  - c) Bank statements;
  - d) Project-related communications;
  - e) Supporting documents for claims; and
  - f) Any other relevant documents in relation to the EFR application and project/event implementation.

11. Organisation shall allow Tote Board and its agents and employees at all reasonable times on reasonable notice to have access to and to inspect or audit its accounts, records and other documents relating to the financial, procedural, operational and/or processing activities and transactions, and any other matters directly or indirectly arising from or in connection with Tote Board's disbursements and the compliance with these Terms and Conditions. Organisation acknowledges that Tote Board is entitled to share and use information received in relation to the EFR application in its sole discretion, including sharing such information with other government or government-related entities as well as in relation to Tote Board's processing of its grants.

### **Acknowledgement of Tote Board's Contribution**

12. Notwithstanding Tote Board's acceptance of any acknowledgement in relation to its/the Government's contributions from Organisation, Tote Board will not be liable should it, in its sole opinion and discretion, not reimburse Organisation for any costs incurred in respect of the acknowledgment, including without limitation the situation whereby Organisation is unable to meet any of the conditions as stated in this Agreement which may result in Tote Board having to withdraw, withhold or reduce the amount of any funds disbursed or approved, as the case may be.

### **Default**

13. If, for any reason, that Organisation wishes to make changes to the abovementioned project/event, Organisation shall inform Tote Board in writing within fifteen (15) days of its forming such intention to do so and prior to the original approved end date of the project/event, failing which Tote Board shall assume that there has been no change in the information or projections in Organisation's application. No change of the project/event shall be made without the prior written approval of Tote Board.
14. If the abovementioned project/event is cancelled; Organisation has under-performed significantly; Organisation fails to comply with these Terms and Conditions; Organisation goes into liquidation, receivership, judicial management or is insolvent; Organisation faces any investigation or litigation that is in Tote Board's sole opinion adverse or damaging to Tote Board's or the Government's reputation; or if there are reasonable grounds for Tote Board to suspect that Organisation has engaged in arrangements to abuse the EFR Programme, or that false or misleading information has been provided, or that material information has not been fully and promptly disclosed, the EFR matching to Organisation shall cease immediately and Organisation must re-pay immediately to Tote Board all the funds that have been released upon written demand of the Tote Board.
15. Tote Board reserves the right to withdraw, withhold or reduce the amount of any funds approved but not yet disbursed, if funds which have already been disbursed are not applied according to the purpose and/ or spirit for which the application was made, or the conditions listed in this Agreement are not met, or should any information provided by Organisation be inaccurate or untrue or misleading or if there is any non-disclosure of any material information, or if Tote Board has reasonable ground to suspect any of the foregoing. Nothing herein shall prevent Tote Board from requiring Organisation to immediately re-pay any funds released to the Organisation.

### **Miscellaneous**

16. Amendments. These Terms and Conditions may be varied and/ or amended by Tote Board from time to time in Tote Board's sole and absolute discretion. Any such variation or amendment to these

Terms and Conditions shall take effect upon the expiry of seven (7) days after notice in writing is given by Tote Board to Organisation.

17. No waiver. No delay in exercising any right or remedy under these Terms and Conditions shall be construed as a waiver of such right or remedy.
18. Successors-In-Title. These Terms and Conditions shall be binding on the successors and assignees of Tote Board and Organisation but nothing herein shall permit any assignment of any part of the Fund to another party without the prior written approval of Tote Board.
19. Third Parties' Rights. The provisions of the Contracts (Rights of Third Parties) Act Cap. 53B are expressly excluded from application to these Terms and Conditions.
20. Exclusion of Trust and Agency. Nothing in these Terms and Conditions create any relationship of trust or agency between Tote Board and Organisation.
21. No Liability. Tote Board is entitled to withdraw, withhold or reduce the amount of any funds disbursed or approved, as the case may be, to Organisation at any time and shall not bear any liability to Organisation in respect of the same.
22. Entire Agreement. These Annexes A and B, the covering Approval Letter, any addendums, supplements and amendments thereto, and the application forms and documents submitted by the Organisation constitutes the entire agreement ("Agreement") between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

## **Definitions**

23. All headings or sub-headings are for convenience only and shall not be deemed part of these Terms and Conditions.
24. Eligible sum raised is based on the actual total sum received by the abovementioned project/event (excluding Tote Board's and in-kind contributions and any government matching) during the Qualifying Period.
25. Financial year (FY) refers to a period of 12 calendar months from 1 Apr of a particular year to 31 Mar of the following year. The Government's matching cap of S\$75,000 per applicant is reset each FY. The matching cap is FY-specific and non-transferrable. Any unutilised cap for an FY cannot be carried forward to any future FY nor be carried back to any preceding FY.
26. Qualifying Period refers to the period between the project start date and the project end date (both dates inclusive). All donations for the abovementioned project/event should be credited into your charity's bank account within the Qualifying Period.

**Agreed-Upon Procedures (AUP) requirements**

1. As per the Approval Letter, if your charity is required to submit an Agreed-Upon Procedures (AUP) report for your abovementioned project/event, the AUP to be performed are set out in the table below.
2. The auditors engaged by your charity to conduct the AUP engagement should be a firm that applies the *Singapore Standard on Quality Management SSQM 1, Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements* (or the latest Singapore Standard applicable, if any, that supersedes SSQM1).
3. The auditor should conduct the AUP engagement in accordance with the *Singapore Standard on Related Services SSRS 4400 (Revised), Agreed-Upon Procedures Engagements* (or the latest Singapore Standard applicable, if any, that supersedes SSRS4400 (Revised)).

The AUP report should follow the applicable format as per the illustrative AUP report in SSRS4400 (Revised).

|     | <b>Agreed-Upon Procedures (AUP) to be performed</b>   | <b>Findings and Conclusion</b> |
|-----|---|--------------------------------|
| 1   | Obtain the Income and Expenditure Statement for the specified fundraising project/event for the Qualifying Period submitted by the charity.   |                                |
| 2   | Check the accuracy of the Statement and that items contained therein are in accordance with the terms and conditions stated in the Approval Letter. Detailed procedures are detailed below:   |                                |
| (a) | <b>Actual Funds Raised (“AFR”) and Actual Net Surplus</b><br>Check that the AFR and actual net surplus received are:<br>(i) Credited into the charity’s bank account within the Qualifying Period as stipulated in the Approval Letter<br>(ii) For the purpose of the fundraising project/event as stated in the Approval Letter  |                                |
| (b) | Check that the funds raised/ income received for the Qualifying Period are reconciled to the following:<br>(i) Bank statement<br>(ii) [Charity’s Name] accounting system<br>(iii) Specific supporting documents (eg. Donation forms, receipts) to verify the donors’ identities and donation amounts and to ascertain that the donors are not Covered Donors. For any donations that are from Covered Donors, details of such donations shall be included in the AUP report, using the prescribed table format below. |                                |
| (c) | For donations more than S\$5,000 <sup>1</sup> , check:<br>(i) The identity of the donor stated<br>(ii) If it is a Covered Donor <sup>2</sup> who is not declared<br>(iii) Against bank statements for signs of round-tripping   |                                |
|     | <sup>1</sup> Multiple donations from the same donor should be aggregated to determine if the total donations exceed this S\$5,000 threshold.<br><sup>2</sup> Refer to Terms and Conditions, Annex A, Clause 2 for the definition of “Covered Donor”.  |                                |

|     | <b>Agreed-Upon Procedures (AUP) to be performed</b>   | <b>Findings and Conclusion</b> |
|-----|---|--------------------------------|
| (d) | Check that <b>no</b> parts of the funds for the Qualifying Period submitted for EFR matching are collected via non-approved crowdfunding platforms.   |                                |
| (e) | Check that the income declared in the Statement excludes the cash contribution expected from Tote Board and any matching grants provided by other Singapore government agencies and government-linked grant giving organisations.   |                                |
| (f) | <u>Actual Total Expenditure (“ATE”)</u><br>(i) Check that the ATE items are for the purpose of the fundraising project/event as stipulated in the Approval Letter.<br>(ii) Vouch the ATE items against supporting documents (eg. Invoices, payment vouchers, bank statements).  |                                |
| (g) | Check that ATE items claimed do not include expenses that:<br>(i) Do not require actual cash outlays (e.g. depreciation)<br>(ii) Are multiple claims for similar allowable expenditure<br>(iii) Are in-kind items   |                                |
| 3   | Compute the ATE and AFR Ratio based on the submitted Statement, taking into account the errors and deviations identified from the work done in step 2.<br><br>State the computed ATE and AFR Ratio in the report and confirm if it is less than or equal to 35% as per the terms and conditions of the Approval Letter. |                                |

Reporting Format for Donations from Covered Donors:

| Date donation received | Date donation credited (per bank statement) | Donor name | Amount | Donor category (Key Officer/ Related Party/ Charity) |
|------------------------|---|------------|--------|--|
|                        |   |            |        |  |