

## **ANNEX A: TERMS AND CONDITIONS FOR GRANT AWARD**

### **1. INTERPRETATION**

In this Agreement, the following words and expressions shall have the following meanings, except where the context otherwise requires:

#### **1.1 Definitions:**

- (a) “**TB**” means Tote Board (UEN No. T08GB0058D), with its registered address at 210 Middle Road, #06-01, Singapore 188994.
- (b) “**Agreement**” consists of the Letter of Award, these terms and conditions, all annexes hereto, and any supplements, amendments or addenda (collectively the “Addenda”). Unless expressly stated otherwise herein, these documents are incorporated into and constitute a single integrated Agreement.
- (c) “**Letter of Award**” means the letter from TB to the Organisation to which these terms and conditions are annexed.
- (d) “**Highest Finance Signatory**” (“**HFS**”) means the person who holds the topmost position in the Organisation’s financial management, equivalent to a Chief Financial Officer, Financial Controller or Finance Director, or if no such position exists in the Organisation, the Head of the Finance department, being a Finance Manager or equivalent.
- (e) “**Confidential Information**” means all of the contents of this Agreement as well as any and all information that is disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) which, if disclosed in tangible or written form, is marked at the time of disclosure with the words “Confidential” or “Proprietary” or other words of similar import, and if disclosed in intangible form, orally or visually, is described at the time of disclosure as confidential and subsequently confirmed in writing as confidential within thirty (30) days after its disclosure, but shall not include any information which:
  - (i) is publicly available prior to the date of disclosure under this Agreement or becomes publicly available thereafter through no wrongful act or omission of the Receiving Party;
  - (ii) was already in the possession or control of Receiving Party prior to the time of disclosure by Disclosing Party, as evidenced by written records;
  - (iii) is lawfully obtained without confidentiality obligations by Receiving Party from a third party under no obligation of confidentiality in respect of such information;
  - (iv) is developed by Receiving Party independently of any Confidential Information of Disclosing Party, as evidenced by written records;
  - (v) was disclosed by Receiving Party with Disclosing Party’s prior written approval; or
  - (vi) the Receiving Party is obligated to produce pursuant to an order of a court of competent jurisdiction or by law, provided that the Receiving Party, if not legally prohibited from so doing, promptly notifies the Disclosing Party and cooperates reasonably with efforts to contest or limit the scope of such order or legal requirement to disclose.

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- (f) **“Conflict of Interest”** means any matter, circumstances, interest, or activity involving or affecting the Organisation, the Organisation’s personnel, employee or agent which may or may appear to impair the ability of the Organisation to perform the Organisation’s obligations under this Agreement, objectively and without bias.
- (g) **“Effective Date”** means the commence date, as indicated in paragraph 2 of the Letter of Award
- (h) **“Funding Duration”** means the period, as indicated in paragraph 2 of the Letter of Award, during which Organisation incurs expenditure for Eligible Project Components approved during Project Duration.
- (i) **“Funds”** means the funding (or part thereof) provided by TB pursuant to this Agreement.
- (j) **“Fund Account”** means any bank account containing monies from the Funds.
- (k) **“FY”** means financial year, which refers to a period of 12 calendar months, as indicated in paragraph 2 of the Letter of Award.
- (l) **“Highest Authority” (“HA”)** means the individual within Organisation who resides at the top of Organisation’s corporate hierarchy / chain-of-command, with overall management and executive control of Organisation, as well as power and authority to act on behalf of Organisation.
- (m) **“PPIs”** means Programme Performance Indicators; measures of programme performance used to demonstrate changes and whether the programme results have been achieved.
- (n) **“Related Party” or “Related Parties”** exist when one party has the ability to exercise, directly or indirectly, control or joint control or otherwise has significant influence over the other party(s). Two or more parties are also related when they are subject to common control or joint or common significant influence by another party(s). Related parties also include management and immediate family members. For the purposes of this definition, control is defined as owning more than fifty percent (50%) of the voting equity of a party or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organisation.
- (o) **“Related Party Transactions”** means transactions that involve a transfer of economic resources or obligations between related parties or the provision of services by one party to a related party, regardless of whether any consideration is exchanged. The parties to the transaction are related prior to the transaction. When the relation arises as a result of the transaction, the transaction is not one between related parties.
- (p) **“Representatives”** means a Party’s directors, officers, employees, servants, contractors, subcontractors, agents, consultants, and professional advisers.
- (q) **“Parties”** means TB and the Organisation, and **“Party”** means either of them.
- (r) **“Project”** means the specific set of activities, initiatives, or programmes for which TB has agreed to provide funding, as detailed in the Agreement and outlined in the Letter of Award. This includes all deliverables, timelines, and PPIs associated with these activities.
- (s) **“Project Duration”** means the period, as indicated in paragraph 2 of the Letter of Award, during which Organisation approves Eligible Project Components.
- (t) **“Working Day”** means a day other than a Saturday, Sunday or a gazetted public holiday in Singapore.

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- 1.2 All other defined terms used herein shall bear the meanings attributed to them in the Letter of Award. All headings or sub-headings are for convenience only and shall not be deemed part of these terms and conditions.

### **2. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 2.1 The Organisation represents and warrants all the information as set out in the Organisation's application for Funding is true and accurate and acknowledges and agrees that TB is relying on these representations and warranties in agreeing to provide the Funding in this Agreement.
- 2.2 The Organisation shall ensure that the Organisation has adequate procedures in place to enable early identification and effective management of any potential or actual conflicts of interest which the Organisation or the Organisation's officers, employees and agents may have in relation to this Agreement and the Funded Activities.
- 2.3 The Organisation, its personnel and employees and agents are prohibited from engaging in any Related Party transactions in connection with this Agreement or the Funded Activities.
- 2.4 The Organisation warrants and represents that the Organisation meets all the qualifying conditions for the Funding as set out in this Agreement and that the Organisation undertakes that the Organisation will notify TB in writing as soon as possible when the Organisation no longer meets the qualifying conditions. TB shall have the right to terminate this Agreement when the Organisation no longer meets any of the qualifying conditions and Clause 8.4 shall apply to such termination.

### **3. USE OF FUNDS**

- 3.1 The Funds are extended to Organisation for use solely in the Project.
- 3.2 No change of the scope and/or objectives of the Project shall be made without the prior written approval of TB.
- 3.3 The Organisation undertakes to use its best efforts to achieve the PPIs, as listed in **Annex B**. Should the Organisation wish to change or seek a waiver of the PPIs, it shall first seek TB's prior written consent.
- 3.4 Notwithstanding any provision herein or elsewhere, no part of the Funds shall be used for any purposes not expressly stated herein, including without limitation:
  - (a) debt/loan repayments;
  - (b) religious, political, and/or ideological activities;
  - (c) commercial project(s) for the sole purpose of profit-making; and
  - (d) in relation to project(s) that benefits only one single individual (unless explicitly stated otherwise herein).
- 3.5 TB reserves the right to withdraw, withhold or reduce the amount of any Funds approved but not yet disbursed if:
  - (a) Funds which have already been disbursed are not applied according to the purpose and/or spirit for which the application was made and approved;

## ***Excerpt from Funding Agreement***

- (b) The scope and/objectives of the Project have materially changed from that listed above without TB's approval;
- (c) any PPI listed in **Annex B** is not met according to the terms;
- (d) any information provided by Organisation turns out to be inaccurate, untrue and/or misleading; or
- (e) there is any non-disclosure or incomplete disclosure of any material information.

Notwithstanding the above, nothing herein shall prevent TB from requiring Organisation to immediately repay any of the Funds released to Organisation irrespective of whether Organisation has used such funds.

- 3.6 In addition and without prejudice to Clause 16.6, TB shall not be liable for any commitments entered into by Organisation in the expectation of the receipt of Funds from TB.
- 3.7 Pursuant to Clause 16.1, the Parties agree that TB may from time to time and in its sole and absolute discretion, amend and/or replace any of the Annexes to the Agreement by notifying the Organisation in writing and such notification shall operate to vary the Agreement accordingly.

## **4. DISBURSEMENT & REQUIRED SUPPORTING DOCUMENTS**

- 4.1 TB shall release Funds directly to Organisation only upon receiving from Organisation in form and substance satisfactory to TB, all of the following documents relating to the Project at the following appropriate stage and by the Claim Submission Deadline:

### ***Required documents for Multi-year Projects & Single-year Projects Initial disbursement***

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- (a) Cashflow projection (refer to **Annex C-1** for the reporting format), to be signed by HFS, showing the projected income and expenditure breakdown for each FY of the Funding Duration. If Support for a FY is to be provided on a reimbursement basis, Organisation shall submit the actual income and expenditure amount (in lieu of the projection) for that FY (refer to **Annex C-2** for reporting format).
- (b) Additionally, Organisation shall submit:
  - (i) The Direct Credit Authorisation Form (*if required*) stating the particulars of the bank account to which the Funds should be made payable.

The said bank account, which shall be maintained with a reputable bank registered in Singapore and used for the purpose (or sole purpose if, as indicated in paragraph 2 of the Letter of Award, a dedicated bank account is to be maintained) of managing the Funds, must either be (i) in the sole name of the Organisation or (ii) in the sole name of any other organisation pre-approved by TB, but shall not in any case be in the name of an individual. The Direct Credit Authorisation Form must be endorsed by the bank within the last two (2) years.

(The Direct Credit Authorisation Form is available via TB's website: [www.toteboard.gov.sg](http://www.toteboard.gov.sg).)

### ***Required documents for Multi-year Projects***

## ***Excerpt from Funding Agreement***

### ***Each subsequent annual disbursement (except final disbursement)***

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(c) Statement of Accounts, signed by HFS, detailing the below-mentioned:

- (i) for all preceding FYs to-date, actual income and expenditure amount, if not previously submitted in accordance with this Clause 4 (refer to **Annex C-2** for reporting format);
- (ii) if Support for a FY is to be provided on a reimbursement basis, actual income and expenditure amount for that FY (refer to **Annex C-2** for reporting format); OR
  - if Support for a FY is to be provided on an upfront basis, the projected income and expenditure amount for that FY (refer to **Annex C-1** for reporting format); and
- (iii) for each FY remaining in the Funding Duration, a moving cashflow projection showing the projected income and expenditure breakdown (refer to **Annex C-1** for reporting format).

### ***Required documents for Multi-year Projects & Single-year Projects Final Disbursement***

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(d) Statement of Accounts, signed by HFS, detailing the actual income and expenditure amount for the relevant FYs of the Funding Duration if not previously submitted in accordance with this Clause 4 (refer to **Annex C-2** for reporting format) and which shall be audited and submitted to TB in accordance with Clause 6.1(b).

4.2 TB shall only remit Funds to Organisation through GIRO or PayNow Corporate. There is no need to send an official or tax-deductible receipt to TB.

4.3 From time to time, as and when notified by TB, Organisation shall forthwith without delay within eight (8) weeks repay TB any excess funds that have been released to Organisation (including any interest that may have accrued in the Fund Account).

## **5. ADVANCED DISBURSEMENT**

5.1 Where TB has approved that Support be provided on an advance basis (as indicated in paragraph 2 of the Letter of Award), TB agrees to provide the Organisation up to the Support Amount in advance of the Organisation's expenditure, but subject to Clause 5.2 and capped at the lower of:

- (a) 100% of TB's share of projected expenditure for the relevant FY as stated in the cashflow projection; or
- (b) Final Disbursement indicated in paragraph 2 of the Letter of Award.

Pursuant to the above caps, TB shall be entitled to withhold the disbursement of some or all of the Funds, with such Final Disbursement being released only subject to TB's satisfactory receipt of all requisite documents as set out in this Agreement.

5.2 For multi-year Projects, and pursuant to Clause 5.1, TB shall only disburse the relevant Funds if:

- (a) from Year 2 onwards, the Organisation has utilised no less than 75% of all Funds disbursed as of that time, and

## ***Excerpt from Funding Agreement***

(b) from Year 3 onwards, the Organisation has submitted all requisite documents in a timely manner and no such document is overdue.

### **6. REPORTS**

6.1 By the Document Submission Deadline of each FY, Organisation shall submit or ensure the submission of the following documents, failing which TB reserves the right to withdraw, withhold, or reduce the amount of any Funds approved, or otherwise claw back any Funds that have been released to Organisation:

(a) An annual project report, detailing:

- (i) the actual performance of PPIs as stated in **Annex B** (refer to **Annex B-1** for the reporting format); and
- (ii) any other related information, including a write-up of the Project and photos pertaining thereto, and/or as requested by TB in the Additional Stipulations.

(b) An audited Statement of Accounts (Special Purpose Audit or Statutory Audit for Grants pertaining to Annual Operating Expenditure) in respect of the funding, which should include contributions by Organisation and any other contributions received for the purpose of the Project, together with the auditor's report.

For approved Funding which does not exceed \$1.5 million, if such an audited statement is not available, an original statement of accounts for all income and expenditure, signed, certified true and accurate by HFS. The statement of accounts should contain all transactions but, in kind contributions and expenses are to be declared separately. Please refer to attached **Annex E** for a sample of the statement of accounts.

If errors, deviations, or any material internal control weaknesses are found, the auditor shall report accordingly and provide details and opinion in the main audit report.

For the avoidance of doubt, all costs and expenses incurred in relation to or in connection with the audit shall not be borne by TB, unless included in the budget, and instead shall be borne solely by Organisation or such other company that is being audited.

(c) The audit shall be performed by a Certified Public Accountant and the Audited Statement of Accounts should comply with the Singapore Standard on Auditing (SSA) 700 and (SSA) 800 for the latest audit guidance. For Basis of Preparation of the Statement of Accounts, please refer to **Annex D** for details.

(d) An updated **Annex C-2** to reflect the relevant income and expenditure amount as per the audited/HFS certified documents in Clause 6.1(b).

6.2 All claim documents to be submitted by Organisation to TB must be signed/certified bearing either (i) the digital signature in a format accepted by the Smart Nation & Digital Government Office as an approved digital signing solution or (ii) the wet-ink signature, of the HFS.

6.3 Organisation shall allow and shall ensure that its agents, partners, or such other third party that may receive or handle the Funds allow TB 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 the Funds and the compliance with this Agreement. Should any breach, default or other irregularity be discovered as a

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result of such inspection or audit, Organisation shall be liable for and reimburse TB forthwith for the full cost of such inspection or audit.

### **7. BALANCE OF MONIES UNDER THE FUNDS**

- 7.1 At the end of each FY, Parties may suggest and mutually accept any further refinements to the disbursement and administration of the Funds to ensure the effective management of the Funds.
- 7.2 In the event that there are any unused or excess Funds (including any interest that may have accrued in the Fund Account) at the end of the Funding Duration, Organisation shall return and/or ensure the return of all such monies to TB within eight (8) weeks of notification in writing from TB. TB may decide at its sole discretion to extend the Funding Duration, upon such request in writing from the HA, by notifying Organisation in writing. If so, the unused or excess Funds (including any interest that may have accrued in the Fund Account) shall be carried over for use in accordance with the terms of this Agreement (unless agreed otherwise by the Parties) during the period of extension.

### **8. TERM AND TERMINATION**

- 8.1 This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the later of:
  - (a) the date when TB makes the final disbursement to the Organisation for the Project; and
  - (b) if any, TB receives from the Organisation all unused Funds in accordance with Clause 7.2, unless terminated in accordance with this Clause 8 or extended in accordance with this Agreement.
- 8.2 Notwithstanding Clause 8.1, TB may at its sole and absolute discretion terminate this Agreement without cause or reason at any time by giving ninety (90) days' prior written notice ("Prior Notice") to Organisation.
- 8.3 Upon issuance of the Prior Notice by TB:
  - (a) Organisation shall immediately stop disbursing or utilising the Funds (except for any purpose approved by TB in the Prior Notice) and/or ensure the immediate stopping of the foregoing; and
  - (b) Organisation shall return and/or ensure the return of all unused Funds (including any interest that may have accrued in the Fund Account) to TB by the date stipulated in the Prior Notice.
- 8.4 TB may terminate this Agreement by written notice ("Immediate Notice") with immediate effect if:
  - (a) the Project is cancelled;
  - (b) Organisation has in TB's sole opinion under-performed significantly;
  - (c) Organisation has in TB's sole opinion and discretion failed to comply with any term or condition of this Agreement;
  - (d) Organisation goes into, or threatens to go into, liquidation, receivership, judicial management or is insolvent;
  - (e) Organisation faces any investigation or litigation that is in TB's sole opinion adverse or damaging to TB's reputation; or

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- (f) there is in TB's sole opinion evidence of misuse of the Funds or provision of false or misleading information or non-disclosure of material information.

8.5 Upon issuance of the Immediate Notice by TB:

- (a) The Funds to Organisation shall cease immediately; and
- (b) Organisation must immediately repay and/or ensure repayment to TB all the Funds (including any interest accrued in the Fund Account) that have been released to Organisation upon written demand by the TB.

8.6 TB shall not be liable to Organisation for any damages, losses or compensation arising out of or in connection with termination pursuant to this Clause 8. The termination of this Agreement shall be without prejudice to any existing rights or claims that either Party may have against the other and shall not relieve either Party from fulfilling its obligations accrued prior to termination.

8.7 Without prejudice to the foregoing, the Organisation agrees to take all steps and do such things necessary in order to expeditiously work out the transition and handover arrangements with TB, including but not limited to communications, fund diversion and return arrangements for the Funds, arising from the termination of this Agreement, to ensure a smooth and proper handover of the Fund Account.

## **9. NOTICES**

9.1 All notices under this Agreement shall be in writing and shall be delivered by e-mail, hand, pre-paid registered post or courier to the Chief Executive of TB (CC: Senior Director, Grants) and the HA at the respective Party's registered address, or such other persons or at such other addresses as a Party may notify in writing to the other Party from time to time:

## **10. PUBLICITY RELATING TO FUNDING**

10.1 The Organisation shall acknowledge the Funding of TB in all publications and advertisements relating to the Funding Activities, unless otherwise directed in writing by TB.

10.2 The Organisation shall submit to TB for clearance for prior written approval all proposed forms of acknowledgement at least five (5) working days prior to its intended publication or release date.

10.3 TB shall have the right to publicise the award of Funding to the Organisation through any medium or platform it deems appropriate.

10.4 Upon TB's request, the Organisation shall:

- (a) provide programme information for publicity purposes, including but not limited to programme performance data, beneficiary stories and project updates;
- (b) facilitate and arrange for interviews, filming and photography sessions; and
- (c) obtain all necessary consents and permissions from relevant parties for the above purposes. The Organisation shall comply with such requests within reasonable timeframes as specified by TB.

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### **11. LIMITATION OF LIABILITY & INDEMNITY**

11.1 Subject to prevailing laws, in no event shall TB or any of its employees, officers, directors or subcontractors be liable, and Organisation hereby unequivocally waives all rights against TB for any damages, costs or expenses, whether special, indirect, incidental, consequential, exemplary or punitive damages, arising from any act or omission in the performance of this Agreement, regardless of the form of action, including in contract or tort (including negligence) from which such damages, costs or expenses may arise, save where such damages, costs or expenses arise due to the gross negligence or wilful default of TB.

Without prejudice to any other rights or remedies which TB may have under law, Organisation shall be liable for and shall to the fullest extent permitted by the applicable laws indemnify and hold harmless TB against all claims, demands, losses, damages, penalties, expenses and liabilities of any kind which TB may suffer or incur in respect of or in connection with the funding or arising, directly or indirectly, out of the act, default or omission of the Organisation, its officers, employees and agents, or out of any breach of the obligations hereunder on the Organisation's part to be performed under this Agreement.

### **12. CONFIDENTIALITY**

12.1 Unless expressly agreed upon in writing, Parties agree that all Confidential Information communicated in connection with this Agreement shall be kept confidential by the Parties. Each Party agrees to make Confidential Information available only to those of its affiliates, employees, and professional/legal advisors ("Authorised Personnel") who require access to it in the performance of this Agreement, and to inform such Authorised Personnel of the confidential nature of such information and their obligation to protect such confidentiality, and ensure that such other Authorised Personnel shall also observe and be bound by the confidentiality provisions of this Agreement. Each Party shall exert reasonable efforts, no less than the protection given to its own Confidential Information, to maintain such information in confidence. This obligation of confidentiality shall continue to survive until this Agreement is terminated in accordance with the terms hereof.

12.2 Organisation shall consult TB and obtain TB's prior written consent before making any media or other public statement about TB and/or this Agreement or anything that relates to this Agreement and the contents thereof.

### **13. PROVISION OF DATA**

13.1 The Organisation hereby acknowledges and agrees that it shall furnish TB with client and/or beneficiary data in relation to the Project, both during and at the completion of the Project. For the avoidance of doubt, these shall include programme outcomes, financial information, impact metrics, Unique Entity Numbers ("UEN"), and any other data and information, but exclude personally identifiable information.

13.2 TB and the Organisation may jointly agree on excluding certain specific data categories and/or exclusion rules on the basis that they may be inappropriate or not useful to TB.

13.3 The Organisation confirms and undertakes that it has and will continue to comply with all applicable legislation including the Public Sector (Governance) Act, Personal Data Protection Act and obtain all consents, if required, for the collection, use, processing and/or transfer of data to TB in compliance therewith.

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### **14. DISPUTE RESOLUTION**

- 14.1 In the event of any difference or dispute arising between the Parties relating to the validity, interpretation, construction or performance of this Agreement, the Parties shall use their best endeavours to settle amicably such difference or dispute by mutual consultation and negotiation and shall thereafter abide by the agreed course of action.

### **15. GOVERNING LAW**

- 15.1 The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of the Republic of Singapore and the Parties hereby submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

### **16. MISCELLANEOUS**

- 16.1 Amendments. This Agreement may be varied and/or amended by TB from time to time in TB's sole and absolute discretion. Any such variation or amendment shall take effect upon the expiry of seven (7) days after written notice is given by TB to Organisation.
- 16.2 No waiver. No exercise or failure to exercise, or delay in exercising any right power or remedy vested in any Party under or pursuant to this contract shall constitute a waiver by that Party of that or any other right, power or remedy.
- 16.3 Successors-In-Title. This Agreement shall be binding on the successors and assignees of TB and Organisation but nothing herein shall permit any assignment of any part of the Funds to another party without the prior written approval of TB.
- 16.4 Third Parties' Rights. Unless otherwise expressly provided herein, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement.
- 16.5 Exclusion of Trust and Agency. Nothing in this Agreement creates any relationship of trust or agency between TB and Organisation.
- 16.6 No Liability. TB 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 be liable to Organisation for any damages, costs or expenses that may arise as a result of such withdrawal, withholding, or reduction.
- 16.7 Consents and appeals. Any grants appeals or requests for consents by Organisation shall be submitted to grants@toteboard.gov.sg.
- 16.8 Time of the essence. The Parties hereby agree that time is of the essence with respect to the performance of each of the Parties' obligations hereunder, including without limitation, the requirement for submissions of documents and reports herein.

### **17. ENTIRE AND WHOLE AGREEMENT**

- 17.1 This Agreement contains the entire and whole agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements between them.

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17.2 Electronic acceptance of this Agreement through the government online portal (currently OurSG Grants Portal, or any successor system) shall constitute valid execution of this Agreement and shall be legally binding on all parties.