

## **TERMS AND CONDITIONS**

### **1 FUNDING BY SPORTSG**

- 1.1 The SRP Coaching 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 will be used to help provide a training allowance to coaches when they take up courses run by CoachSG, beyond the required Continuing Coach Education (“CCE”) hours.

### **3 DELIVERABLES**

Disbursement of the Grant shall be subject to the Applicant’s registration and participation in CCE courses, and the successful completion (requirement of 80% pass mark) of a post CCE course quiz. In the event of non-participation of the CCE course and/or failure to attain an 80% pass mark, SportSG shall be entitled to withhold the Grant.

### **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;
  - c) Require the Applicant to reimburse SportSG any portion of the Grant that has previously been paid to the Applicant.
  - d) The Applicant will be disciplined pursuant to the National Registry of Coach’s (“NROC”) Code of Ethics.
- 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 IDEMUNITY**

- 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 VARIATION**

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

## **11 GENERAL**

- 11.1 All notices and other communications relating to this Grant Agreement shall be in writing.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 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 provide the Applicant a grant amount of \$10 per hour of CCE attended – capped at \$300 per Applicant.

#### **2. Disbursement Schedule**

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