

DATED THIS 6TH DAY OF SEPTEMBER 2022

Between

SINGAPORE POLYTECHNIC

And

SINGAPORE BUILDING MATERIALS SUPPLIERS' ASSOCIATION (SBMSA)

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as 'MOU') is made on the 6TH day of September 2022 between:

- (i) **SINGAPORE BUILDING MATERIALS SUPPLIERS' ASSOCIATION** (Company Registration No. S83SS0084A.), with its registered address at 9 Jurong Town Hall Road #02-25, Trade Association Hub, Singapore 609431 (hereinafter referred to as 'SBMSA'); and
- (ii) **SINGAPORE POLYTECHNIC**, a statutorily incorporated educational institution, established pursuant to the Singapore Polytechnic Act 1954, with its registered address at 500 Dover Road, Singapore 139651 (hereinafter referred to as "SP").

The understanding between the above parties, collectively referred to as the "Parties" and individually as a "Party", are as follows: -

1. SCOPE

1.1 The Parties intend to co-drive innovation services, digitalisation solutions and training provided by Singapore Polytechnic to SBMSA's members and partners. This partnership will constitute various levels of mutual collaboration in the following main areas:

- I. Co-drive Singapore Polytechnic offerings such as innovation services, solution packages, consultancy and training to SBMSA's members and partners;
- II. Co-organize events and seminars to promote industry transformation to SBMSA's members and partners;
- III. Building talent pipelines for the industry through various programs such as mentorship, student projects and internships;

Unless otherwise agreed by both Parties, each Party shall be responsible for their own expenses arising from activities set out in 1.1.

1.2 For the avoidance of doubt, each Party shall be responsible for its own expenses in carrying out the above activities and the terms and conditions of those joint activities shall be mutually agreed upon and set out in a separate written agreement prior to the commencement of any activity.

2. TERM

2.1 Unless otherwise terminated, this MOU shall be valid for a period of three (3) years from the date of this MOU. Thereafter, the Parties shall review the objectives set out in this MOU and may extend it on such terms as shall be mutually agreed upon in writing.

2.2 This MOU may be terminated by any Party giving not less than six (6) months prior notice in writing to the other Party.

- 2.3 The termination of this MOU shall not affect the implementation of the projects established under it prior to such termination.

3. CONFIDENTIAL INFORMATION

- 3.1 During the term of this MOU, a party hereto (the "Disclosing Party") may disclose to the other (the "Receiving Party") confidential and proprietary information of the Disclosing Party including, but not limited to, plans, ideas, operations, processes, intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities, business affairs and/or technical activities and which, if disclosed in writing is labelled as being confidential and proprietary, and if disclosed orally or visually is identified as confidential or proprietary and at the time of disclosure is summarised in writing and delivered to the receiving Party within thirty (30) days of disclosure of such information (hereinafter called "Confidential Information"). The Parties agrees that the Confidential Information is and shall remain the sole property of the Disclosing Party.
- 3.2 The Receiving Party shall:
- 3.2.1 disclose the Confidential Information to its Representatives and related corporations as defined under the Companies Act of Singapore 1967 only to the extent that is required for the carrying out of the objectives under this MOU;
 - 3.2.2 not copy nor reduce to writing Confidential Information except as may be reasonably necessary;
 - 3.2.3 not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party;
 - 3.2.4 procure and undertake that each of its Representatives with access to the Confidential Information shall maintain the same as confidential, and shall take such steps as may be reasonably necessary to enforce such compliance; and
 - 3.2.5 not, without prior written consent of the Disclosing Party, use the Confidential Information for any purpose other than to carry out the objectives under this MOU.
- 3.3 The obligations set out above shall not apply to any Confidential Information which:
- 3.3.1 is in, or comes into, the public domain other than by breach of this MOU;
 - 3.3.2 the Receiving Party can show, was legitimately in its possession prior to receipt from the Disclosing Party; or
 - 3.3.3 is properly received by the Receiving Party from a third party who is rightfully in possession of it.
- 3.4 The Receiving Party shall, at the request of the Disclosing Party, or upon termination or expiry of this MOU, return to the Disclosing Party all Confidential Information.
- 3.5 Notwithstanding Clause 3.4, the obligations in Clause 3 shall survive the termination or expiry of this MOU by a period of two (2) years.

3.6 The term “Representatives” means directors, officers, employees, staff, students and advisors of such Party (including, without limitation, attorneys, accountants, and consultants), affiliates of such Party and the directors, officers, employees, students and advisors of such affiliates.

3A. PDPA

3A.1 In this MOU, “**Personal Data**” shall mean data, whether true or not, about an individual who can be identified (a) from the data; or (b) from the data and other information to which the Parties have or are likely to have access.

3A.2 The Parties acknowledge that they have been advised that the Personal Data is valuable, proprietary and confidential and that the Personal Data is protected under the Personal Data Protection Act 2012 (No. 26 of 2012) (“**PDPA**”). Each Party shall (and shall ensure that all of its Representatives) comply at its own costs with all of its obligations under the PDPA which arise in connection with this MOU.

3A.3 The Parties hereby further undertakes in respect of the Personal Data to:

- (a) take all reasonable measures to ensure that Personal Data held in connection with this MOU is protected against loss, and against unauthorised access, collection, use, modification, disclosure, copying, disposal or other misuse, and that only authorised personnel have access to the Personal Data;
- (b) use (and ensure that all its Representatives use) any Personal Data only for the purposes contemplated under this MOU;
- (c) not disclose (and ensure that all of its Representatives also do not disclose) any Personal Data obtained in connection with this MOU without the prior written consent of SP. Any request for SP’s consent under this Clause 3A.3(c) must include an explanation of why the proposed disclosure is necessary for the purposes contemplated under this MOU. A Party shall immediately notify SP when it becomes aware that a disclosure of Personal Data may be required by law and cooperate at its own costs with SP’s reasonable requests and directions;
- (d) not cause or permit Personal Data obtained and/or held in connection with the purposes contemplated under this MOU to be transferred outside Singapore, or allow parties outside Singapore to have access to it, without the prior written consent of SP. Any request for SP’s consent under this Clause 3A.3(d) shall include an explanation of why the proposed transfer is necessary for the purposes contemplated under this MOU. If consent is granted, the Party shall provide a written undertaking that the Personal Data which is transferred outside Singapore will be protected to a comparable standard as it is protected under the PDPA;

- (e) protect and retain the Personal Data in accordance with the provisions of the PDPA; and
- (f) co-operate with any reasonable requests, directions or guidelines of SP in relation to the handling of the Personal Data obtained and/or held in connection with the purposes contemplated under this MOU.

3A.4 For the avoidance of doubt, the obligations in Clause 3A shall survive the termination or expiry of this MOU.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 All existing intellectual property rights, including but not limited to, patents, copyrights, trade marks (whether registered or unregistered), designs, processes, know-how, functional specifications or other information shall remain the exclusive property of the Party owning or disclosing the same.

4.2 Where intellectual property is jointly developed by the Parties, such intellectual property shall be co-owned and any costs and expenses in relation thereto shall be paid for by the Parties in shares apportioned in accordance with the respective inventive contribution of each Party, which shall be agreed on by Parties at the end of each Project. No Party shall grant any licence to co-owned intellectual property without the express written consent of the other Parties.

4.3 In the event that any Party wishes to use the name and/or logo of the other Party/Parties for any purposes, including without limitation for the purposes of marketing or communication, such Party shall obtain the written consent of the other Party/Parties in advance of such use.

4.4 Each of the Parties shall not publish any marketing material relating to this MOU without the prior written consent of the other Party/Parties and undertakes that the wording for any marketing materials shall be agreed jointly between the Parties prior to publication.

4.5 In the event any of the Parties issues any media release, it will acknowledge the other Parties' efforts and contributions of the Project under this MOU in such media release.

5. NO LIABILITIES

5.1 Unless otherwise expressly stated under the terms of the MOU, no Party shall be liable to the other Parties or any third party by reason of any implied warranty, condition or other terms or any duty at common law, for any loss or damage howsoever arising out of or in connection with the Project under this MOU, save where such loss or damage arose directly from the gross negligence or wilful default of SP.

5.2 Notwithstanding anything to the contrary under this MOU, SP shall not, in any event, be liable to the other Parties for any special, consequential, incidental, punitive, exemplary or indirect losses or damages whether in contract or tort, including but not

limited to, the loss of revenue, loss of profit, cost of capital, loss of business reputation or opportunity, whether such liability arises directly or indirectly out of the MOU, from the Project or the performance or non-performance of its obligations hereunder, and regardless of forms of action.

6. NO AGENCY OR PARTNERSHIP

Nothing in this MOU shall constitute or be construed as establishing any partnership, joint venture, or agency relationship between the Parties and does not give rise to any fiduciary obligation between the Parties and does not create any obligation between them other than those defined herein. No Party has authority to bind any other Party, and no employment relationship is created by this agreement.

7. NO EXCLUSIVITY RESTRICTIONS

This MOU does not subject any Party to any exclusivity restrictions and in particular the Parties reserve their rights to enter into similar arrangements, agreements or contracts with any other party or parties without prior consultation or consent from the other Party.

8. NON-BINDING

Save for Clauses 3 to 10, this MOU is a non-binding expression of the understanding of the Parties and is not intended to create any binding legal relationship between the Parties.

9. CHOICE OF LAW

This Agreement shall be governed and construed in accordance with Singapore Law and the Parties hereby submit to the non-exclusive jurisdiction of the Singapore Courts.

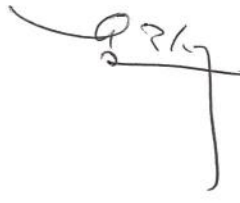
10. RIGHTS OF THIRD PARTIES

For the purposes of the Contracts (Rights of Third Parties) Act, this MOU is not intended to and does not give any person who is not a party to it any rights to enforce any of its provisions.

THE SPACE BELOW HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this MOU has been entered into on the date stated at the beginning.

SIGNED by **Mr. Soh Wai Wah**
Designation: **Principal and CEO**

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For and behalf of
SINGAPORE POLYTECHNIC

In the presence of:



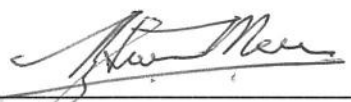
Name: **Ms Georgina Phua**
Designation: **Deputy Principal**

SIGNED by **Mr. Ng Soy Ng**
Designation: **President**

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For and behalf of
SBMSA

In the presence of:



Name: **Mr. Ng Swan Meen**
Designation: **Vice President**

