

CONDITIONS OF CONTRACT

1 DEFINITIONS

1.1 In these Conditions unless the context otherwise requires:

- (a) "The Board" means Public Utilities Board and shall include its assigns and successors in law and its duly authorised representatives.
- (b) "Contract" includes the Instructions to Tenderers, the Contractor's tender, Conditions of Contract, the specifications and samples, Schedule of Prices, Letter of Acceptance, and any order for Goods issued by the Board to the Contractor for the supply of the Goods.
- (c) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (d) "Tenderer" means a person or his permitted assigns offering to supply the Goods.
- (e) "Contractor" means the successful Tenderer who has been awarded the Contract by the Board.
- (f) "Classified" documents mean the documents that are marked with "Secret", "Confidential" or "Restricted".
- (g) "Parties" refer to the Board and the Contractor.
- (h) "Person" includes a corporation or an unincorporated association.
- (i) "Background IP" means IP which is created prior to or independently of this Contract.
- (j) "Foreground IP" means IP which results from or is generated pursuant to or for the purpose of this Contract.
- (k) "IP" means intellectual property and shall include patents, copyright, industrial design and integrated circuit topography.

1.2 Words importing the singular include the plural and vice versa.

1.3 The headings are for convenience only and not for the purpose of interpretation.

2 SCOPE OF CONTRACT

2.1 The Contractor shall carry out and complete the supply of all items of Goods in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.

3 DELIVERY

3.1 The Contractor shall deliver the Goods at the place(s) and in the manner as specified in the Contract.

4 REMOVAL AND REPLACEMENT

- 4.1 The Contractor shall at his own cost and when notified in writing by the Board, remove and replace the Goods that are found on delivery to be damaged, defective or in any way inferior to approved samples, or not in accordance with the Contract, failing which the Board shall have the right to purchase replacements elsewhere or to make good any damage in any manner it deems necessary and all costs thereby incurred shall be recoverable from the Contractor by deduction from any money due to the Contractor under the Contract.

5 PAYMENT

- 5.1 Within thirty (30) days of any Goods delivered in accordance with Clause 3.1 of the Contract and upon presentation by the Contractor of his bills and the Board's receipt aforesaid the Board will make payment to the Contractor of the full value of all Goods so delivered provided that no payment shall be considered as evidence of the quality of any Goods to which such payments relates nor shall it relieve the Contractor from his responsibilities under Clause 4 hereof.
- 5.2 Where delivery is by consignments, payment will be made within 30 days after delivery of each consignment and the receipt of the above documents.
- 5.3 Without limiting the Board's right under the Contract, the amount of any payment or debt owed by the Contractor to the Board under the Contract may be deducted by the Board from any monies payable by the Board to the Contractor pursuant to this Contract.

6 RIGHTS OF THIRD PARTIES

- 6.1 A person who is not a party to this Contract shall have no right under the *Contracts (Rights of Third Parties) Act* to enforce any of its terms.

7 GIFTS, INDUCEMENTS AND REWARDS

- 7.1 The Board may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the Board or for showing or forbearing to show favour to any person in relation to any Contract with the Board, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Board the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the *Penal Code* or *Prevention of Corruption Act* or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the *Penal Code* or the *Prevention of Corruption Act*.

8 DELAY IN SUPPLY AND DELIVERY

- 8.1 If there is delay in the delivery of any item of Goods under the Contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor's control then in any such case the Contractor shall for the duration of any such circumstance aforesaid, be relieved of his obligation to deliver any such Goods thereby affected but the provisions of the Contract

shall remain in full force in regard to any Goods not affected by such circumstances aforesaid.

- 8.2 The date for supply of Goods may be extended by the Board by such further period or periods of time as may reasonably reflect delay in the supply of the Goods caused by any circumstances as stated in Clause 8.1.
- 8.3 However either Party may terminate the Contract by giving thirty (30) days written notice if such circumstance or circumstances preventing the supply of Goods continues for more than nine (9) months save that the termination hereunder shall be without prejudice to liabilities accrued to either Party or monies payable from one Party to the other prior to the said termination.
- 8.4 Subject to Clause 8.1, if the Contractor fails to deliver any item of Goods by the date specified in the Appendix, the Board shall have the right -
- (a) to cancel all or any such items of Goods from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or
 - (b) to deduct from any moneys due or to become due to the Contractor or require the Contractor to pay, a sum calculated at the rate specified in the Appendix (including Sundays and Public Holidays), as liquidated damages for every day of delay until the Goods are delivered.

Provided that the recovery of such increased costs aforesaid shall be limited to the quantity of such Goods as is purchased or obtained, not exceeding the quantity stated in the Contract, from other sources after the Contractor's failure as aforesaid but within three months of the expiry of the Contract.

9 SUB-CONTRACTING AND ASSIGNING

- 9.1 The Contractor shall ensure that all subcontractors, appointed directly by the Contractor, are registered with the Building and Construction Authority or other government registration body at the time of their appointment. Except where expressly provided by the Contract, the Contractor shall not sub-contract or assign the Contract without the written consent of the Board.

10 APPLICABLE LAW AND JURISDICTION

- 10.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose and the parties agree to submit to the jurisdiction of the courts of Singapore.

11 SUSPENSION OR TERMINATION

- 11.1 The Board shall, after giving seven (7) days prior written notice to the Contractor have the right to suspend or terminate the Contract if the Board is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension or termination save that the Board shall pay the Contractor the price of the Goods delivered and accepted by the Board. The Board shall have title to such Goods delivered and accepted. The Contractor shall refund the balance of any payments or deposits

made after deducting any outstanding sums owing by the Board to the Contractor by reason of this Clause.

12 MEDIATION

- 12.1 If the parties agree that the dispute be referred to mediation, the mediation shall be conducted at the Singapore Mediation Centre in accordance with its prevailing prescribed form, rules and regulations. If the dispute cannot be resolved by mediation, then the dispute shall be resolved by reference to arbitration in accordance to Clause 13.1.

13 ARBITRATION

- 13.1 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the Domestic Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference into this Clause.

14 WARRANTY/DEFECTS LIABILITY PERIOD

- 14.1 The Warranty/Defects Liability Period shall commence on the date of receipt of the Goods in Singapore. The length of the Warranty/Defects Liability Period shall be twelve (12) months or such period as specified in the Appendix.

- 14.2 Where during the Warranty/Defects Liability Period, any Goods is found to be:

- (a) Defective in design, materials or workmanship; or
- (b) Not in accordance with the Contract or any specifications incorporated therein by reference or otherwise; or
- (c) Having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees set forth in the Contract or specifications published by the Contractor as applicable to the Goods;

then unless it is shown that the foregoing is caused solely by improper use or mishandling by the Board, the Contractor shall, at his own expense (including transportation costs), at the written notification of the Board, replace, rectify or completely repair the damaged or defective Goods. The Contractor may, in lieu thereof, elect to replace the damaged or defective Goods.

15 TITLE AND RISK

- 15.1 Title to the Goods shall pass from the Contractor to the Board upon successful completion of the Acceptance Test (or upon delivery if there is no Acceptance Test).
- 15.2 The risk of loss or damage to the Goods shall pass from the Contractor to the Board after the receipt of the Goods by the Board in Singapore. Risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the completed Goods are delivered to the Board.

16 RIGHTS OF THE BOARD IN THE EVENT OF DEFAULT BY THE CONTRACTOR

- 16.1 If the Contractor defaults in his performance of this Contract, the Board may issue a notice of default to the Contractor informing the Contractor of his default. The Contractor shall, within thirty (30) days of the date of the notice of default, remedy the default. If the Contractor fails to do so, the Contractor shall be taken to have repudiated the Contract and the Board shall have the right to either (i) terminate the Contract or (ii) cancel any undelivered item(s) of Goods from the Contract immediately by way of a notice of termination or cancellation (as the case may be) without the Board being liable therefor in damages or compensation. The said termination or cancellation (as the case may be) shall take effect from the date of the notice of termination or cancellation (as the case may be).
- 16.2 In the event of termination or cancellation under Sub-Clause 16.1 above, the Board shall have the right to purchase from other sources all the Goods (or similar goods in respect thereof) which remains undelivered at the time of termination or cancellation (as the case may be), and all increased costs reasonably incurred by the Board shall be deducted from any moneys due or to become due to the Contractor, or shall be recoverable from the Contractor as damages.
- 16.3 Notwithstanding anything contained herein, the Contractor shall not be entitled to claim for any reimbursement or loss of anticipated profit for the value of any of the Goods not delivered at the time of termination or cancellation (as the case may be) of this Contract.

17 VARIATION OF CONTRACT

- 17.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the Board.

18 INTELLECTUAL PROPERTY RIGHTS

- 18.1 The Contractor warrants that the Goods do not infringe any copyrights or other intellectual property rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, know how and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields (hereinafter referred to as "Intellectual Property"). Notwithstanding the above, the Contractor shall indemnify the Board and its officers or departments against all Intellectual Property infringement claims including any costs, charges and expenses in respect thereof.

19 GOVERNMENT REGULATIONS

- 19.1 The Contractor shall, at his own costs, obtain and maintain all licence and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all his obligations under the Contract.

20 INDEMNIFICATION OF THE BOARD AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

- 20.1 In the event of the Board (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman or employee

employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify the Board, its officers or departments against such claim and any costs, charges and expenses in respect thereof, provided the same is not caused by the gross negligence or wilful default of the Board, its officers or agents.

21 “NOT USED”

22 QUALITY AND PERFORMANCE

- 22.1 Wherever in any Specification forming part of this Contract any Goods are stipulated to conform to a designated Standard Specification or to give certain performance figures in operation, the Contractor shall furnish, at the time of supplying such Goods, certificates showing that the necessary tests have been carried out and that the specified figures, subject only to the recognised tolerances and rejection limits applicable to such figures, have been obtained.

23 INSURANCES

- 23.1 The Board will arrange through the Appointed Insurance Broker, Jardine Lloyd Thompson Pte Ltd the following insurances (hereinafter referred to as ‘Employer Arranged Insurances’):

- (a) Contractors’ All Risks including Third Party Liability Insurance
- (b) Work Injury Compensation Insurance

- 23.2 The Employer Arranged Insurances shall be arranged in accordance with the ‘Specimen Policies’ and shall consist of the following:-

- (a) Contractors’ All Risks including Third Party Liability Insurance
 - (i) Cover shall be arranged in the joint names of The Board, Contractor and sub-contractors in any tier.
 - (ii) Insurance is provided for the Goods rendered (as more fully defined in the Specimen Policies) for a value of not less than the Contract Sum shown in the Letter of Acceptance.
 - (iii) Free issue materials provided by The Board, if applicable, shall be insured as an additional item under Sum Insured.
 - (iv) Insurance is extended to cover property of the Board held under the care, custody and control of the Contractor for an amount of SGD2,000,000 in the aggregate on a first-loss basis (as more fully defined in the Specimen Policies).
 - (v) The period of insurance shall be for the duration of Goods plus the Warranty/Defects Liability Period (if applicable) of twelve (12) months or such period as specified in the Appendix.
 - (vi) Cover shall exclude plant and equipment owned or hired by the Contractor and sub-contractors in any tier.
 - (vii) The limit of indemnity to be effected under Third Party Liability section for all damages payable to any one claimant or any number of claimants in

respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent upon or attributable to one source or original cause shall be SGD10,000,000, unlimited any one period.

(b) Work Injury Compensation Insurance

- (i) Cover shall be arranged in the joint names of The Board, Contractor and sub-contractors in any tier.
- (ii) The insurance shall cover all employees of the Contractor and sub-contractors in any tier engaged in connection with the Goods.
- (iii) The insurance shall provide compensation in accordance with the provisions under the Work Injury Compensation Act (Cap. 354) or any statutory modification or amendment or re-enactment thereof. The insurance shall also provide for liability under Common Law for all damages payable to any one claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent upon or attributable to one source or original cause for a limit of SGD10,000,000.

- 23.3 The Employer Arranged Insurances shall not in any way reduce the Contractor's liabilities in respect of his liability to indemnify The Board in respect of personal injury to or death of any person or loss of or damage to any property.
- 23.4 The Contractor shall be fully responsible for all excesses/deductibles carried in the Employer Arranged Insurances.
- 23.5 The Contractor is deemed to have read, accepted and shall comply with all the terms and conditions contained in the Specimen Policies.
- 23.6 The Contractor shall, at his own expense notify, prepare, negotiate and settle all claims under the Employer Arranged Insurances with the insurers, loss adjusters and/or Appointed Insurance Brokers.
- 23.7 The Contractor shall allow for all attendance and incidental costs incurred in connection with the administration and claims handling of the Employer Arranged Insurances. The Contractor is to observe and comply with the instructions under the 'Claims Procedure'.
- 23.8 Any moneys, if and when received from Insurers in respect of any loss of or damage to the Works or unfixed Plant, materials or goods, shall be paid in the first place to The Board and then (less only the percentage for the professional fees, if any) released to the Contractor by instalments on the interim certificate of The Board, calculated as from the date of receipt of the moneys in proportion to the extent of the work of restoration, replacement or repair previously carried out by the Contractor, but having regard also to any likely shortfall or deficit in the money so paid and to the Contractor's consequential obligation in such event to reinstate an appropriate proportion of the loss or damage represented by such shortfall or deficit free of charge.
- 23.9 The Contractor shall be deemed to have satisfied himself and to have caused his sub-contractors in any tier to have satisfied themselves with regard to the extent of the Employer Arranged Insurances. The Contractor shall at his own expense provide for his own account or that of any sub-contractor, supplier, vendor or similar party such other forms of insurance, additional limits of liability, coverage for additional exposures or risks encountered during the course of the Works and the like as he may deem necessary and shall be fully responsible for all excesses/deductibles carried in such insurances.

23.10 Without limiting the responsibilities of the Contractor under the Conditions of Contract, the Contractor shall, at his own expense, be responsible for effecting or causing their sub-contractors in any tier to effect and maintain throughout the currency of the Contract including the Warranty/Defects Liability Period where applicable, insurances insofar as they may be applicable to the Works:-

- (a) Insurance for loss or damage to plant and equipment used by the Contractor or sub-Contractors of any tier for use in the execution and completion of the Goods.
- (b) Insurance for loss or damage to Contractor's site accommodation/office and contents therein including the site office and office contents of the Board (if any).
- (c) Insurance covering for liability to third parties for all owned, leased, hired or non-owned mechanically propelled vehicles used or operated in the performance of the Goods by or on behalf of the Contractor on public highways or elsewhere such as to be eligible for compulsory Motor Insurance under the provisions of the Laws of Singapore.

The Contractor shall ensure that the above insurances shall waive rights of subrogation against The Board.

23.11 The Contractor shall, when instructed to do so by The Board, produce any relevant policy of insurance effected by him in connection with the Works together with the premium receipts. The Contractor shall promptly submit to The Board certified true copies in English of any policy including alterations, endorsements and all premium billings including renewals, or, at The Board's sole option, detailed certificates of insurance signed by an authorised insurer's representative, giving evidence of the existence of such insurances. Where a policy of insurance is required to be submitted by the Contractor, such policy of insurance shall only be accepted and be deemed to be a discharge of the Contractor's obligation to insure upon The Board being in full and complete satisfaction as to the policy's terms, conditions, endorsements and/or exclusions. Where any amendment to such policy of insurance is required, the Contractor shall not be entitled to treat this as a variation.

23.12 Should the Contractor default in insuring or continuing to insure as aforesaid, The Board may himself insure against any risk in respect of which the default has occurred and a sum equivalent to any amount paid by him in respect of premiums shall be deducted from any moneys due or to become due to the Contractor.

23.13 The Board's approval or failure to disapprove such insurances furnished by the Contractor, including either the Insurer or the terms shall not release the Contractor of full responsibility for loss, damage or liability.

24 SAMPLES TESTING

24.1 The Board shall have the right to call for samples of the Goods to be supplied under the Contract for approval and for such further samples as are required until the samples submitted are in accordance with the requirements of the Contract. Upon the approval of the Board the approved samples shall form the standards to be maintained for the duration of the Contract. If any Goods supplied under the Contract are not in accordance with the Contract or with any approved sample, then, the Board shall have the right to submit any such Goods to expert examination and/or test and all costs in connection therewith shall be borne by the Contractor unless such examination and/or test shows that the said Goods are in accordance with the Contract or with the approved samples.

25 ORDERS FOR GOODS

- 25.1 All orders for items of Goods to be supplied under the Contract shall be given from time to time, in writing, by the Board on the appropriate order form. All such orders shall clearly state the details and nature of the Goods to be supplied and shall also state the amount, calculated at the rates in the Contract, that shall become due to the Contractor on the satisfactory completion of supply of all Goods specified on such order. On satisfactory completion of such supply the Contractor shall submit his bill to the Board who shall certify the same for payment to the Contractor at the time and in the manner hereinafter provided.
- 25.2 On receipt of any order the Contractor shall commence delivery of the Goods referred to therein and complete the same as soon as promised in his tender or otherwise as expeditiously as possible.

26 SECURITY DEPOSIT

- 26.1 For the due and faithful performance of the Contract, the Contractor shall within fourteen (14) days of the date of Contract, lodge with the Board a Security Deposit for the amount stipulated in the Appendix. The Security Deposit shall either be in the form of cash or, in lieu of cash, a Performance Bond strictly in compliance with the format enclosed in the Contract issued by a Monetary Authority of Singapore (MAS)-approved bank or MAS-approved insurance company. The Performance Bond may also be issued by a licensed Finance Company registered with the Monetary Authority of Singapore if the Security Deposit does not exceed S\$300,000.
- 26.2 All charges incurred by the Contractor in obtaining and maintaining the Security Deposit shall be met by the Contractor. The Security Deposit shall be valid from the date of commencement of the Contract until the completion date plus the Warranty/Defects Liability Period, if any. In the event the delivery is deferred for any reason, the Security Deposit shall be correspondingly extended by the Contractor at his own expense. At the end of the said period or extension, the Security Deposit (or any balance thereof remaining for the credit of the Contractor) shall be released and refunded without interest subject to any deduction as may be made therefrom.
- 26.3 In the event of any default or breach of any of the obligations by the Contractor under the Contract, the Board may at its sole discretion draw on the Security Deposit to satisfy any liquidated or other damages as may become due to the Board under the Contract if the Board has, prior to drawing on the Security Deposit, notified the Contractor in writing of the default or breach and given the Contractor a minimum of thirty (30) days to rectify or remedy the default or breach or (if the default or breach cannot be fully rectified or remedied) to pay damages to the amount specified in the notice and the Contractor has failed to comply fully with the notice.
- 26.4 The provisions of this Clause shall not affect the rights and remedies expressly reserved herein to the Board or bar the Board from claiming loss, expense, costs or damages incurred or sustained or likely to be sustained by the Board as a result of any breach of contract of whatsoever nature by the Contractor.

27 CONFIDENTIALITY AND SECURITY

- 27.1 Except with the written consent of the Board, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of the Board in connection therewith to any person.
- 27.2 In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from the Board or compiled or generated by the Contractor in the

course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the Board.

- 27.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Board.
- 27.4 The Contractor shall ensure all his personnel and those of his subcontractors or agents who are or may be involved in the execution of his obligations under this Contract complies with the provisions of the Official Secrets Act (Chapter 213) and in particular to Section 5 thereof and the Statutory Bodies and Government Companies (Protection of Secrecy) Act (Chapter 319). At any time if so requested by the Board, each of them shall sign an undertaking to safeguard official information in accordance with Annex E.

28 DISPOSAL OF DOCUMENTS BY CONTRACTOR UPON TERMINATION OR COMPLETION OF CONTRACT

- 28.1 The Contractor, his employees, agents and subcontractors shall within fourteen (14) days upon the termination of the Contractor's employment under this Contract or upon the expiry of the Defects Liability Period:
- (a) Return to the Board all "Classified" documents, papers and copies, thereof
 - (i) belonging to the Board;
 - (ii) received from the Board for the purpose of this Contract; or
 - (iii) produced in the course of this Contractwhich may be in their possession or under their control; and
 - (b) Securely destroy and erase all softcopies of "Classified" documents that exist in hard disks, removable storage media and other storage media or facility whatsoever.

29 SUPPLY OF ELECTRONIC MEDIA FREE FROM UNAUTHORISED CODE

- 29.1 "Unauthorised Code" means any virus, Trojan Horse, worm logic bomb or other software routine or hardware components designed to permit unauthorised access, to disable, erase, or otherwise harm software, hardware or data or to perform any such actions.
- 29.2 The Contractor shall warrant that all storage media and software capable of being stored on electronic media supplied by the Contractor to the Board shall not contain any Unauthorised Code.
- 29.3 The Contractor shall conduct a complete and thorough scan for Unauthorised Code using updated anti-virus software on all storage media and software capable of being stored on electronic media supplied by the Contractor to the Board.
- 29.4 The Contractor shall be liable for and shall indemnify the Board fully against all costs and expenses incurred in the course of or incidental to removing the Unauthorised Codes, and recovering any lost or damaged data or software arising from the Unauthorised Code in the electronic media supplied by the Contractor.

30 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 30.1 Nothing in this Contract shall affect any person's right to own or license Background IP.
- 30.2 The Contractor shall obtain for and grant to the Board and its agent, free of any additional charge, a worldwide, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor, his subcontractor or supplier.
- 30.3 For the avoidance of doubt, any IP in any results, report, data or information generated or produced by the Board or another person on behalf of the Board as a result of this Contract shall be owned by the Board.
- 30.4 If the Contractor, his subcontractor or supplier intends to sell or transfer their Background IP, the Contractor shall ensure that the purchaser of the Background IP and every successor in title to the interest in the Background IP has prior written notice of the licence that the Contractor, his subcontractor or supplier has granted to the Board.
- 30.5 If any licence granted or obtained for Background IP under Clause 30.2 is registrable under any IP registration system in Singapore, the Contractor shall:
- (a) register the licence under the IP registration system in Singapore; and
 - (b) deliver copies of documentary proof of such licence registration to the Board as soon as possible.

31 LIMITATION OF LIABILITY

- 31.1 In the event of any breach or default of a term of this Contract, the Contractor's cumulative liability shall not exceed the Contract Sum.
- 31.2 In the event of any breach or default of a term of this Contract, the Board's cumulative liability shall not exceed the Contract Sum.
- 31.3 For the avoidance of doubt, Clause 31.1 and 31.2 shall not apply to any claim relating to any:
- (a) death or personal injury,
 - (b) patent, copyright or other intellectual property right infringement,
 - (c) indemnity provided under this Contract, or
 - (d) liquidated damage recoverable under this Contract.