



**MINISTRY OF HEALTH**  
SINGAPORE

**Application Guide for Traditional Chinese Medicine  
Development Grant (TCMDG)**

**(Version 01-2024)**

## I. Goals and Objectives

To further develop the Traditional Chinese Medicine (TCM) sector so as to better meet the evolving needs of the Singapore population, the Ministry of Health (MOH) has set up a \$5 million TCM Development Grant (TCMDG) to support capability and capacity building of the TCM sector. Administered by MOH, the TCMDG aims to provide funding support for training (professional development) and overall improvement on the delivery of TCM services especially in the areas of infection control and elderly patient safety.

- i. Individuals: Training and professional development of all registered TCM practitioners (TCMPs)<sup>1</sup>, TCM herbal dispensers and TCM clinic assistants.
- ii. Organisations: To increase the quality of TCM courses, funding support would also be extended to TCM course providers that are accredited by the TCMP Board (TCMPB) to conduct local TCM conferences, seminars and workshops for professional development of TCM practitioners and related personnel.
- iii. Organisations: Funding support would also be extended to TCM service providers to strengthen operating capabilities through adoption of IT solutions, and to enhance clinic facilities for better infection control and to meet the needs of elderly patients.

## II. Scope of support and funds available

Category	Programmes supported	Quantum supported
Individuals	<ul style="list-style-type: none"> <li>• TCMPs: Courses accredited by TCMPB for which Continuing Professional Education (CPE) points will be awarded for attendance;</li> <li>• TCM herbal dispensers and TCM clinic assistants: Courses organised by TCMPB-accredited training providers</li> </ul>	<ul style="list-style-type: none"> <li>• TCMPs: 80% of total course fees/funding cycle, capped at \$200/funding cycle</li> <li>• TCM herbal dispensers and TCM clinic assistants: 80% of total course fees/funding cycle, capped at \$100/funding cycle</li> </ul>
Organisations (CPE training providers)	<p><b><u>Funding support limited to one event or programme / accredited CPE provider/year.</u></b></p> <p>Examples of events supported but not limited to the following:</p> <ul style="list-style-type: none"> <li>•Expenses incurred for organising local conferences, seminars and workshops such as rental of premises, travel and accommodation expenses for overseas expert speakers</li> </ul>	<p>Approved applications are co-funded up to:</p> <ul style="list-style-type: none"> <li>• 50% of cost incurred, capped at \$50,000</li> </ul>
Organisations (TCM clinics - Facilities and IT enhancement)	<p><b><u>Funding support limited to one-off support per TCM company or VWO regardless of number of clinics.</u></b></p> <p>Examples of items supported, but not limited to the following:</p> <p><u>Facilities enhancement</u><sup>2</sup></p> <ul style="list-style-type: none"> <li>•Installation of sinks, grab bars in toilets, ramps for wheelchair access etc.</li> </ul>	<p>Approved applications are co-funded up to:</p> <ul style="list-style-type: none"> <li>• 50% of cost incurred, capped at \$10,000.</li> </ul>

<sup>1</sup> TCM Practitioners (TCMPs) include all registered TCM physicians and acupuncturists.

<sup>2</sup> Prior approval from relevant government agencies e.g. HDB, URA should be obtained, if necessary.

	<p><u>IT enhancement</u></p> <ul style="list-style-type: none"> <li>•Clinic/Patient Management Systems</li> <li>•Software to support data collection and statistical analysis</li> <li>•Establishment of online portals to provide information and provide online platform for patient feedback</li> </ul> <p><b><u>Only where related to concurrent IT enhancements as above:</u></b></p> <ul style="list-style-type: none"> <li>•Computers (Desktops, Laptops)</li> <li>•Printers, scanners</li> </ul>	<ul style="list-style-type: none"> <li>• 50% of cost incurred, capped at \$20,000.</li>   <li>• 50% of cost incurred, capped at \$5,000.</li> </ul>
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### III. **Assessment Criteria**

Individuals	<ul style="list-style-type: none"> <li>• Funding support to attend courses accredited by TCMP Board</li> </ul>
Organisations	<ul style="list-style-type: none"> <li>• Ability to fulfil the objectives and outcomes of the TCMDG;</li> <li>• Track record and potential of the organisation;</li> <li>• Reasonableness of budget and</li> <li>• Relevance of the event/programme (for TCM courses)</li> </ul>
<p><b><u>Exclusion Criteria:</u></b></p> <ul style="list-style-type: none"> <li>• Tertiary education programmes that are subsidised by the Ministry of Education (i.e. NITEC, Higher NITEC, Diploma, Bachelor’s Degree)</li> <li>• Full-time degree programmes (i.e. Bachelor’s Degree, Master’s Degree or Doctorate). Individuals seeking support for such programmes should apply for scholarships offered by e.g. Academy of Chinese Medicine, Singapore (ACMS).</li> <li>• Home-based TCM clinics</li> <li>• Operating expenses (e.g. consumables, manpower, equipment)</li> <li>• Maintenance and renovation works to existing facilities</li> <li>• Cost components of programmes/IT enhancement that are already subsidised by other government agencies such as the Workforce Singapore (WSG), Enterprise Singapore (ESG), SkillsFuture, IMDA etc.</li> <li>• Retrospective cost of training programmes, upgrading facilities and IT enhancement (hardware and software) before 1 Jan 2018</li> </ul>	

### IV. **Eligibility Requirements**

Individuals	<ul style="list-style-type: none"> <li>• TCMPs on full registration with TCMP Board.</li> <li>• TCM herbal dispensers and TCM clinic assistants must be employees of TCM clinics where TCMPs practice at, or employees of TCM medical halls.</li> </ul>
Organisations	<ul style="list-style-type: none"> <li>• Private TCM clinics must be registered with ACRA and listed with TCMP Board.</li> <li>• TCM VVO clinics must be registered charities and listed with the TCMP Board.</li> <li>• TCM course providers must be accredited by the TCMP Board.</li> </ul>

## V. How to apply

<p>Individuals - Registered TCMPs, TCM herbal dispensers and TCM clinic assistants</p>	<p>Submit through the online application form before 31 Dec of each calendar, for payments made for courses accredited by TCMP Board in that <b>same</b> calendar year.</p> <ul style="list-style-type: none"> <li>• Attach official receipts of payment from course organiser (full name, course name, amount paid and date of payment to be stated clearly)</li> <li>• Courses not accredited by TCMP Board should be submitted to TCMP Board for accreditation and CPE points before submitting for TCMDG claims.</li> </ul>
<p>Organisations - CPE training providers</p>	<p>Submit through the online application form, <b>at least 3 months before</b> event.</p> <ul style="list-style-type: none"> <li>• Fill in and attach the prescribed budget form (available on TCMDG website <a href="https://www.moh.gov.sg/research-grants/traditional-chinese-medicine-development-grant">https://www.moh.gov.sg/research-grants/traditional-chinese-medicine-development-grant</a>)</li> <li>• Attach certified true copy of vendor's quotation/proforma invoices for each proposed item</li> <li>• Attach CVs of Trainers/Speakers</li> <li>• Grant will be disbursed after final receipts of payment are submitted for all approved items, and the final grant amount is determined. However, subject to approval, organisations may opt to receive upfront disbursement of 70% of the maximum approved amount.</li> </ul>
<p>Organisations - TCM clinics (Facilities and IT enhancement)</p>	<p>Submit through the online application form, <b>at least 3 months before</b> renovations/purchase. Claims for retrospective purchases may be considered on a case-by-case basis. Applications should be submitted together with proof of purchased items (e.g. photographs, videos) as soon as possible, and purchases should be within the past 1 year.</p> <ul style="list-style-type: none"> <li>• Fill in and attach the prescribed budget form (available on TCMDG website <a href="https://www.moh.gov.sg/research-grants/traditional-chinese-medicine-development-grant">https://www.moh.gov.sg/research-grants/traditional-chinese-medicine-development-grant</a>)</li> <li>• Attach certified true copy of vendor's quotation/proforma invoices/receipts for each proposed item</li> <li>• Attach organisation's latest audited financial statement</li> <li>• Grant will be disbursed after final receipts of payment are submitted for all approved items, and the final grant amount is determined. However, subject to approval, organisations may opt to receive upfront disbursement of 70% of the maximum approved amount.</li> </ul>

## VI. Contact Details

For submission of applications and enquiries, please contact the TCMDG secretariat at [TCMDG\\_Secretariat@moh.gov.sg](mailto:TCMDG_Secretariat@moh.gov.sg)

**Application Forms**

Individuals	 <a href="https://go.gov.sg/moh-tcmdg-individual-2022">go.gov.sg/moh-tcmdg-individual-2022</a>
Organisations (CPE training providers)	 <a href="https://go.gov.sg/moh-tcmdg-cpeprovider-2021">go.gov.sg/moh-tcmdg-cpeprovider-2021</a>
Organisations (TCM clinics - Facilities and IT enhancement)	 <a href="https://go.gov.sg/moh-tcmdg-clinic-2021">go.gov.sg/moh-tcmdg-clinic-2021</a>

**TERMS AND CONDITIONS**  
**TRADITIONAL CHINESE MEDICINE DEVELOPMENT GRANT (INDIVIDUAL)**  
*(AS OF OCTOBER 2022)*

- A. The Government of the Republic of Singapore, as represented by the Ministry of Health (the “**Authority**”) has established the Traditional Chinese Medicine Development Grant (Individual) (“**Grant**”) to provide funding to:
- (A) individuals granted full registration by the Traditional Chinese Medicine Practitioners Board (the “**TCMPB**”) (including both acupuncturists and physicians) and holding a valid practising certificate (each, a “**TCMP**” and collectively, the “**TCMPs**”); and
  - (B) individuals employed to work at (i) Traditional Chinese Medicine (“**TCM**”) clinics where TCMPs practice at; or (ii) TCM medical halls, as:
    - (1) herbal dispensers (each, a “**TCM Herbal Dispenser**” and collectively, the “**TCM Herbal Dispensers**”); or
    - (2) clinic assistants (each, a “**TCM Clinic Assistant**” and collectively, the “**TCM Clinic Assistants**”),to attend Courses (as defined in Clause 1.1 below).
- B. By submitting an Application (as defined in Clause 1.1 below) to the Authority for funding under the Grant, you (the “**Applicant**”), agree to be bound by these Terms and Conditions.

**1. DEFINITIONS**

1.1 In these Terms and Conditions, unless the context otherwise requires:

“**Agreement**” means the resulting contract between the Authority and the Applicant in relation to the provision of funding under the Grant to the Applicant as a result of the Authority accepting and approving an Application and providing the Funding, which terms and conditions are contained in these Terms and Conditions;

“**Application**” means an application submitted by the Applicant to the Authority for funding under the Grant (including all information and documents submitted thereto);

“**Course**” means:

- (a) if the Applicant is a TCMP, a course accredited by the TCMPB for which the Applicant will be awarded Continuing Professional Education (CPE) points for his attendance; and

(b) if the Applicant is a TCM Herbal Dispenser or TCM Clinic Assistant, a course conducted by any training provider accredited by the TCMPB, but excluding:

(c) tertiary education programmes subsidised by the Ministry of Education; and

(d) full-time degree programmes;

**“Course Fee”** means the fee paid by the Applicant to an organiser of a Course for the purposes of allowing the Applicant to attend that Course, excluding any fee, cost or expense that has been or will be subsidised by the Authority or any public body defined under the Public Sector (Governance) Act 2018, including but not limited to, the Enterprise Singapore Board (ESG), the SkillsFuture Singapore Agency (SSG), the Workforce Singapore Agency (WSG), and the Info-communications Media Development Authority (IMDA);

**“Funding”** means the amount of funding provided or to be provided to the Applicant under the Grant, or any part thereof;

**“Funding Cycle”** means any period commencing on 1 January of a calendar year and ending on 31 December of that calendar year, both dates inclusive;

**“Parties”** mean the Authority and the Applicant, and **“Party”** means any one of them; and

**“Relevant Funding Cycle”** means, in relation to an Application, the Funding Cycle in which that Application is submitted by the Applicant.

1.2 In the Agreement, unless the context otherwise requires:

(a) words importing the singular shall also include the plural and vice versa where the context requires;

(b) the headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation;

(c) references to a person include any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality);

(d) “month” means calendar month and “day” means calendar day;

(e) a reference to one gender shall include a reference to the other gender; and

(f) a reference to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”.

## **2. OBLIGATIONS OF THE APPLICANT**

- 2.1 The Applicant shall promptly provide such information and documents to the Authority as the Authority may request from time to time under these Terms and Conditions.
- 2.2 The Applicant represents and warrants to the Authority that all information and documents submitted in any Application, or in furtherance of any request made by the Authority under these Terms and Conditions are accurate, correct and not misleading.
- 2.3 The Applicant shall maintain and retain, for a period of two (2) years following the expiry or termination of the Agreement (or such longer period as may be required under any applicable laws), all documents and records in relation to the Agreement.

## **3. FUNDING**

- 3.1 The Authority shall have, in relation to any Application made by the Applicant:
  - (a) the right to request that the Applicant provides additional information or documents to the Authority in support of that Application;
  - (b) the sole and absolute discretion to decide if funding will be provided to the Applicant for that Application; and
  - (c) the right to not provide funding to the Applicant in the event and for any reason whatsoever – such event or reason includes (but is not limited to) the following:
    - (i) that Application has not been submitted in the relevant form that is required by the Authority at the time of submission;
    - (ii) the Course Fees submitted in that Application were not paid by the Applicant during the Relevant Funding Cycle of that Application;
    - (iii) the Course Fees submitted in that Application have already been submitted by the Applicant in another Application; or
    - (iv) the Authority is not satisfied as to the accuracy or authenticity of the information and documents provided by the Applicant to the Authority in support of that Application.
- 3.2 If the Authority has decided to provide funding under the Grant to the Applicant for Courses Fees paid by the Applicant in a Funding Cycle, the Authority shall:
  - (a) subject to Clause 3.3 below, provide funding to the Applicant calculated according to the following:



- (i) if the Applicant is a TCMP, the lower of:
  - (1) 80% of X; and
  - (2) \$200; and
- (ii) if the Applicant is a TCM Herbal Dispenser or TCM Clinic Assistant, the lower of:
  - (1) 80% of X; and
  - (2) \$100,

where X equals to the aggregate of the Course Fees submitted in all the Applications made by the Applicant during that Funding Cycle, which the Authority has decided to provide funding for in accordance with Clause 3.1(b) and 3.1(c) above; and

- (b) disburse the Funding to the Applicant by 31 March of the year immediately following that Funding Cycle or a later date as the Authority may decide in its absolute discretion.
- 3.3 Notwithstanding Clause 3.2(a) above, the Authority may in its absolute discretion, increase the value of X by including in Course Fees paid by the Applicant in that Funding Cycle but submitted in Applications made by the Applicant after that Funding Cycle.
- 3.4 The Authority is not required to inform the Applicant of its decision not to provide funding or the reasons for its decision to provide or not provide funding under the Grant.
- 3.5 The Authority shall have the right, at any time, to require the Applicant to repay to the Authority immediately upon demand any amount of the funding that was wrongly claimed or paid, or which has not been utilised in accordance with the Agreement.

#### **4. AUDIT**

4.1 The Authority shall be entitled from time to time to conduct ad-hoc audits, including through audits conducted by its Audit Agents and on-site audits if the Authority or its Audit Agents deem it necessary, to ensure that the terms of the Agreement are being, or were met and that reports and all information submitted to the Authority by the Applicant are accurate, correct and not misleading.

4.2 The Applicant shall:

- (a) ensure that the Authority and its Audit Agents are given full access to all accounts, records, documents, assets and premises in connection with the Funding;

- (b) provide the Authority and its Audit Agents with copies of such accounts, records and documents as the Authority or its Audit Agents may request, within such time as the Authority or its Audit Agents may specify; and
  - (c) provide the Authority and its Audit Agents with such other reasonable cooperation and assistance in connection with the audits as the Authority or its Audit Agents may request.
- 4.3 Each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under this Clause 4, unless the audit identifies a material breach or default of the Agreement by the Applicant, in which case the Applicant shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.
- 4.4 For the purpose of this Clause 4, the term "**Audit Agents**" means such auditor as may be appointed by the Authority.

## **5. EVENTS OF DEFAULT AND TERMINATION**

- 5.1 If the Authority determines that:
- (a) the Applicant has breached any provision of the Agreement, which failure is, in the Authority's view, incapable of being remedied;
  - (b) the Applicant has breached any provision of the Agreement, and failed to remedy such breach to the Authority's satisfaction within fourteen (14) days from a written notice from the Authority to do so;
  - (c) the Applicant has provided the Authority with misleading, inaccurate or untrue information, or failed to disclose to the Authority material information, in relation to any matter (whether or not in connection with the Grant);
  - (d) the Applicant is involved in any investigation by any regulatory authority or any litigation (whether or not in connection with the Grant) that, in the Authority's opinion, may adversely impact the Authority's reputation by virtue of its association with the Applicant through the Agreement; or
  - (e) any of the events referred to in Clause 14 (Gifts, Inducements and Rewards) has occurred,

the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available) to do one or more of the following at any time thereafter, and the Applicant shall have no claim for any damages or compensation:

- (i) withhold any Funding which has yet to be disbursed;
- (ii) reduce the total amount of Funding by such amount as the Authority may determine;

- (iii) require the Applicant to repay within fourteen (14) days all or any part of the Funding that has been paid to the Applicant, regardless of whether the Applicant has utilised such funds; and/or
  - (iv) terminate the Agreement with immediate effect by giving the Applicant written notice.
- 5.2 The termination or expiry of the Agreement shall be without prejudice to any rights and obligations of either Party which has accrued prior to such termination or expiry and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination or expiry.

## **6. VARIATION**

- 6.1 Save as expressly provided in the Agreement, no variation of the Agreement shall be of any force unless agreed upon in writing and signed by the authorised signatory of the Authority and the Applicant.

## **7. INDEMNITY**

- 7.1 The Applicant shall indemnify and hold harmless the Authority from and against any and all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award (collectively, "**Losses**") sustained, incurred, paid by or suffered by the Authority arising out of or in connection with the Funding, provided that such Losses are not due to any gross negligence or wilful default on the part of the Authority.
- 7.2 This Clause 7 shall survive the termination or expiry of the Agreement.

## **8. CONFIDENTIALITY AND SECURITY**

- 8.1 Except with the prior written consent of the Authority, the Applicant shall:
- (a) treat as strictly confidential and not disclose any Confidential Information to any person; and
  - (b) only use the Confidential Information for the sole purpose of performing the Applicant's obligations under the Agreement and shall not use it for any other purpose.
- 8.2 The Applicant shall take all reasonable precautions in dealing with Confidential Information so as to prevent any unauthorised person from having access to such Confidential Information.
- 8.3 The Applicant 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 Agreement in any media without the prior written consent of the Authority.

8.4 For the purposes of this Clause 8, “**Confidential Information**” means any information received or obtained as a result of entering into the Agreement (or any agreement entered into pursuant to the Agreement), including:

- (a) information which relates to the Authority;
- (b) information which relates to the existence and the provisions of the Agreement or of any agreement entered into pursuant to the Agreement;  
or
- (c) any analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information,

but does not include information that is:

- (i) or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Applicant;
- (ii) lawfully in the possession of the Applicant or already known to the Applicant on a non-confidential basis prior to the Applicant receiving or obtaining such information as a result of entering into the Agreement, as evidenced by written records; or
- (iii) independently developed by the Applicant.

8.5 The Applicant shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the Applicant pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction, provided the Applicant shall, to the extent practicably possible and permissible by law or regulations, give the Authority prompt and prior notice of any such requirement and shall cooperate with the Authority to limit the scope of such disclosure to the maximum extent legally possible.

8.6 No later than fourteen (14) days from the termination or expiry of the Agreement:

- (a) the Applicant shall, subject to Clause 2.3:
  - (i) return or destroy all Confidential Information received from the Authority for the purpose of the Agreement without keeping any copies thereof; and

- (ii) securely destroy and erase all softcopies of Confidential Information that exist in hard disk, removable storage media and other storage media or facility whatsoever,

provided that the Applicant may retain any Confidential Information as may be required by any applicable law, regulations or directives of any relevant government, statutory or regulatory body, without prejudice to its confidentiality obligations in relation to such Confidential Information contained in this Clause 8; and

- (b) the Applicant shall upon completion of the obligations under Clause 8.6(a), provide a written confirmation that it has complied with Clause 8.6(a).

8.7 The Applicant shall immediately notify the Authority where the Applicant becomes aware of any breach of this Clause 8 and cooperate at its own costs with the Authority to limit the extent and impact of such breach.

8.8 This Clause 8 shall survive the termination or expiry of the Agreement.

## **9. RIGHTS OF THIRD PARTIES**

9.1 A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Agreement.

## **10. TRANSFER AND ASSIGNMENT**

10.1 The Applicant shall not, without the prior written consent of the Authority, transfer or assign the benefit of the whole or any part of the Agreement.

## **11. WAIVER**

11.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing or exercising any right, power, privilege, claim or remedy ("**Remedy**"), which is conferred under the Agreement, at law or in equity, or arises from any breach by the other Party, (i) be deemed to be or be construed as a waiver or variation thereof, or of any other such Remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such Remedy in any other instance at any time or times thereafter.

11.2 No waiver of any breach of the Agreement shall be deemed to be a waiver of any other or of any subsequent breach.

11.3 Any waiver granted under the Agreement must be in writing and may be given subject to conditions. Such waiver under the Agreement shall be effective only in the instance and for the purpose for which it is given.

## **12. CUMULATIVE REMEDIES**

12.1 The rights and remedies of the Parties are cumulative and are without prejudice and in addition to any rights or remedies such Party may have at law or in equity. No exercise by a Party of any one right or remedy under the Agreement, or at law or in equity shall operate so as to hinder or prevent the exercise by it of any other right or remedy under the Agreement, at law or in equity.

## **13. SET-OFF**

13.1 Whenever under the Agreement any sum of money (including any damages) shall be recoverable from or payable by the Applicant, the same may be deducted from any sum then due or which at any time thereafter may become due to the Applicant under the Agreement or any other agreement with the Authority.

## **14. GIFTS, INDUCEMENTS AND REWARDS**

14.1 The Authority shall be entitled to immediately terminate or rescind the Agreement and recover from the Applicant the amount of any loss resulting from such Applicant or rescission if:

- (a) any Applicant Representative (as defined below) has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Agreement; or
  - (ii) showing favour or disfavour to any person in relation to any contract with the Authority; or
- (b) any Applicant Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

14.2 In this Clause 14:

**“Anti-Corruption Laws”** means:

- (a) Chapter 9 of the Penal Code 1871;
- (b) the Prevention of Corruption Act 1960; and
- (c) any other applicable law including any foreign law which:
  - (i) prohibits the conferring of any gift, payment or other benefit on any person or any personnel or adviser of such person; or

- (ii) is broadly equivalent to the laws set out in paragraphs (a) or (b) or which has as its objective the prevention of corruption.

**“Applicant Representative”** means any of the following:

- (a) the Applicant;
- (b) any person employed by the Applicant; or
- (c) any person acting on behalf of the Applicant (whether with or without the knowledge of the Applicant).

## **15. SEVERABILITY**

- 15.1 In the event any provision in the Agreement is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of the Agreement and the legality, validity and enforceability of the remainder of the Agreement shall not be affected.

## **16. FORCE MAJEURE**

- 16.1 Neither Party shall be liable for any failure to perform its obligations under the Agreement if the failure results from events which are beyond its reasonable control (**“Force Majeure Event”**) provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For the purposes of the Agreement, **“Force Majeure Event”** shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires, and other catastrophes.
- 16.2 If the effect of any Force Majeure Event continues for a period exceeding six (6) months, the Authority may at any time thereafter give notice to the Applicant to terminate the Agreement with immediate effect without being liable to the Applicant in damages or compensation.
- 16.3 If a Force Majeure Event occurs, the Applicant or the Authority (as the case may be) shall for the duration of such Force Majeure Event be relieved of any obligation under the Agreement as is affected by the Force Majeure Event except that the provisions of the Agreement shall remain in force with regard to all other obligations under the Agreement which are not affected by the Force Majeure Event.

## **17. GOVERNING LAW**

- 17.1 The Agreement shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore.

## **18. MEDIATION**

- 18.1 Notwithstanding anything in the Agreement, in the event of any Dispute and subject to Clause 18.3, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 18.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.
- 18.2 A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 18.
- 18.3 The mediation session is to commence no later than **ninety (90)** days from the date of the written notice of mediation failing which either Party may proceed to dispute resolution.
- 18.4 Failure to comply with Clause 18.1 or 18.2 shall be deemed to be a breach of the Agreement.

## **19. DISPUTE RESOLUTION**

- 19.1 Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any Dispute. Each Party irrevocably submits to the jurisdiction of such courts.

## **20. NOTICES**

- 20.1 Any notice given pursuant to the Agreement shall be in writing and shall be delivered by hand, prepaid local post, or electronic mail to the other Party at the address as set out in Clause 20.3.
- 20.2 A notice shall be effective upon receipt and shall be deemed to have been received:
- (a) at the time of delivery, in the case of delivery by hand;
  - (b) two (2) days after posting, in the case of delivery by prepaid local post;
  - (c) at the time of transmission, in the case of delivery by electronic mail.
- 20.3 Notices shall be sent to the following addresses:

### **The Authority**

Address: Ministry of Health  
College of Medicine Building  
16 College Road  
Singapore 169854



Attention: TCMDG Secretariat  
Director-General of Health's Office

Email address: TCMDG\_Secretariat@moh.gov.sg

**The Applicant**

Address: "Mailing address" as submitted in the Application.

Email address: "Email address" as submitted in the Application.

20.4 Either Party may change its details in Clause 20.3 by giving the other Party written notice of the change.

**21. ENTIRE AND WHOLE AGREEMENT**

21.1 The Agreement contains the entire and whole agreement between the Parties relating to the subject matter of the Agreement.

**22. SURVIVAL**

22.1 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement, including Clauses 2.1 to 2.3 (Obligations of the Applicant), 5 (Events of Default and Termination), 7 (Indemnity), 8 (Confidentiality and Security), 9 (Rights of Third Parties), 11 (Waiver), 12 (Cumulative Remedies), 13 (Set-Off), 14 (Gifts, Inducements and Rewards), 15 (Severability), 17 (Governing Law), 18 (Mediation), 19 (Dispute Resolution), 20 (Notices) and 21 (Entire and Whole Agreement) above and this Clause 22 shall survive the termination or expiry of the Agreement.