

**National University of Singapore
Standard Terms and Conditions for
Gifts
("Standard Terms")**

1. DEFINITION AND INTERPRETATION

1.1 In these Standard Terms, unless the context otherwise requires, the following words and expressions shall have the meanings set out below. All words and expressions not defined herein shall have the meanings set out in the Statutes and Regulations of NUS, or the Recording Document as the case may be, unless the context does not permit:

"Awards" means grants (including but not limited to research grants), bursaries, fellowships, scholarships, prizes, medals and any other type of academic or research awards.

"Business Day" means a day on which banks in Singapore are open for business (but excluding Saturdays, Sundays and public holidays);

"COC" means the Commissioner of Charities and/or the Sector Administrator;

"Comptroller" means the Comptroller of Income Tax or the Comptroller of GST as the case may be;

"Designated Bank Account" means the University's bank account notified by the University to the Donor in writing from time to time;

"Dollars" and the symbol **"S\$"** means the lawful currency of the Republic of Singapore;

"Donor's Marks" means any name, word, phrase, logo, symbol, design, image and such other trade and service marks of the Donor;

"Gift Fund" means a fund that is established or maintained (through separate accounting entries or records) in respect of a Designated Gift or for a specific Gift Purpose.

"GST" means goods and services tax under the Goods and Services Tax Act (Cap 117A);

"MOE" means the Ministry of Education, Singapore;

"University's Marks" means any name, word, phrase, logo, symbol, design, image and such other trade and service marks of the University;

"Recording Document" means the document recording the Gift in question whether or not in the nature of a letter from the Donor, an acknowledgement letter from the University, a gift form as stipulated by the Development Office of the University or a gift agreement or deed between the Donor and the University;

"Sector Administrator" means the sector administrator to whom the Commissioner of Charities has delegated supervision of the University, being for the time being, the Minister for Education; and

"Standard Terms" means these terms and conditions.

“**Statutes and Regulations**” means the Statutes and Regulations of the University.

1.2 Interpretation:

- (a) Any reference to a statutory provision shall include such provision as from time to time modified or re-enacted in so far as such modification or re-enactment applies or is capable of applying to any transaction entered into hereunder.
- (b) Any reference to any document including these Standard Terms, the Recording Document in question, and the Statutes and Regulations, shall include such document, these Standard Terms, the Recording Document and the Statutes and Regulations as the case may be, for the time being, and as from time to time modified, supplemented or amended.
- (c) Unless otherwise specified or if the context does not permit, references to *clauses* are to the clauses of these Standard Terms.
- (d) The headings are for convenience only and shall not affect the interpretation hereof.
- (e) Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa and references to *person* includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case, whether or not having separate legal personality).
- (f) Every defined term shall whenever used in any of its other grammatical versions, be construed in a similar manner.
- (g) References to *party* and *parties* shall be construed as references to a party or the parties to the Recording Document in question.
- (h) Unless the context requires otherwise, all capitalised terms and expressions not defined herein but defined in the Recording Document or the Statutes and Regulations shall have the meanings ascribed to them in the Recording Document or the Statutes and Regulations.

2. STANDARD TERMS

- 2.1 These Standard Terms shall be read subject to the Statutes and Regulations as for the time being and from time to time in force and where inconsistent, the Statutes and Regulations of the University shall apply.
- 2.2 These Standard Terms may be amended at any time and from time to time, to the fullest extent permitted by law and shall take effect from the date of such amendment unless otherwise stipulated by the University.
- 2.3 A copy of these Standard Terms may be obtained from the Development Office of the University at any time, and the Donor is deemed to have notice of any amendment from time to time, of these Standard Terms.

3. DONOR

3.1 All persons comprising the Donor in the Recording Document are deemed by their execution of the Recording Document to:

- (a) have accepted joint and several responsibility for their obligations as such Donor;
- (b) agreed that notification by the University to any one of them is deemed notification to all of them; that receipts (whether tax deductible or not) delivered to any one of them will be considered delivered to all of them; and that instructions, consents or waivers issued to the University by any one of them shall be deemed to have been issued by all of them; in each case without any obligation on the part of the University to enquire into the validity of such assumptions or to act on any notice that such assumption is or may no longer be true. In the event the University does (in its sole discretion) act on any such notice that such assumption may no longer be true, it shall not be held liable by any instructing donor for its insistence on obtaining the instructions, or notifying or separately sending any document to, the other donors; and
- (c) unless otherwise stated in the Recording Document, have contributed such Gift equally.
- (d) have consented to the use, collection, disclosure and/or processing of personally identifiable information, held within or outside Singapore,
 - (i) for fundraising, administrative, engagement and communication purposes which may include, without limitation, the following:
 - processing and administration of your gift
 - stewardship, appreciation and recognition of donor and gift
 - invitation to events (talks, seminars and other events which are non-commercial in nature)
 - invitation to take part in surveys and forums of interest
 - receiving communications on news and happenings at NUS and Development Office
 - (ii) by authorized agents and service providers appointed by NUS, whether in Singapore or outside Singapore, who supply, without being limited to, payment processing, mailing, computer, augmented manpower, telecommunications and other related business operations services

3.2 The Donor can write to NUS and/or Development Office to withdraw consent, from one or more of the purposes stated in clause 3.1(d), to the extent permitted by law.

4. GIFT

4.1 All Gifts whether immediate, as a commitment or in instalments are irrevocable.

4.2 A Gift may be cash or in kind, provided that the University reserves the right exercisable in its sole and absolute discretion, to reject any gift in kind without giving any reason.

4.3 Unless otherwise stipulated in the Recording Document, all Gifts must be made and delivered to the University at or prior to the execution of the Recording Document.

5. GIFT PURPOSE

- 5.1 Unless stipulated in the Recording Document, all Gifts are unconditionally made and may be utilised by the University in such manner, for such period, and towards such purpose, as the University may from time to time determine in its sole and absolute discretion in accordance with its Statutes and Regulations and applicable laws .
- 5.2 The University shall not be liable for frustration of the Gift Purpose as a result of changes to the manner of its operations in their ordinary course, eg., where a course for which the Gift is made is no longer offered at the University. The University's acceptance of any Gift shall not imply a corresponding obligation to continue to make available any facility, course, paper, programme or activity which decisions shall instead be made by it in the ordinary course of its operations.
- 5.3 In the event in the reasonable opinion of the University, circumstances have changed such that it is no longer feasible, necessary, desirable, practical or possible to continue or pursue the Gift Purpose in any aspect and/or all or part of the Gift cannot be applied usefully to the Gift Purpose (including without limitation, any substantial increase in costs or reduction or insufficiency of income and/or capital of the Gift or the Gift Fund which render the Gift or the Gift Fund (as the case may be) to be insufficient or unable to continue supporting the Gift Purpose), or the Gift Purpose cannot be achieved or cannot be achieved to the particularity stated above, unless otherwise stipulated in the Recording Document, the University may, after reasonable efforts have been made to consult the Donor, make changes to the Gift Purpose, including but not limited to the following:
- (a) transfer the Gift to the University's Endowment Fund; or
 - (b) designate the Gift for a purpose that most reasonably approximates the Gift Purpose;
 - (c) revise or adjust the nature, scope, size, amount, manner or timing of any distributions from the Gift in a manner that is most consistent with the Gift Purpose; and/or
 - (d) change the beneficiary(ies) and replace it with such other faculty, school, programme, field or area, class of student or staff that is most consistent with the Gift Purpose as specified herein.

6. GIFT FUNDS

- 6.1 The Donor authorises the University to co-mingle the monies in the Gift Fund for the purposes of investing the same as contemplated under **clause 6.5** of these Standard Terms.
- 6.2 The Donor agrees and acknowledges that the Gift Fund's assets may include contributions and gifts made to the Gift Fund by any person.
- 6.3 The University shall apply income and/or capital of the Gift Fund towards the Gift Purpose as agreed between the University and the Donor in the Recording Document. In the event no Gift Purpose is stated, the University shall be entitled to determine the application and purpose of the Gift in its sole and absolute discretion in accordance with its Statutes and Regulations.

- 6.4 Where the Donor has restricted use of the Gift Fund to its income, the amount of income earned from the investment of the Gift Fund to be made available for use towards the Gift Purpose shall be determined at the sole discretion of the University in accordance with its prevailing policies. The University shall be entitled but not bound, to accumulate unused income in a separate usage account or to transfer it back to the Gift Fund as additional capital.
- 6.5 The University shall be entitled to invest the monies in the Gift Fund in accordance with the investment policies determined by it for the time being and from time to time, and to co-mingle the moneys in the Gift Fund with its other restricted and unrestricted endowed and non-endowed funds for that purpose. The University will not be responsible for any loss or insufficient gain made on the Gift Fund's investments howsoever whatsoever.

7. AWARDS

- 7.1 The University's obligation to award the requested number of Awards available each academic year shall be conditional upon:
- (a) the suitability of beneficiaries under any qualifications set out by the Donor in the Recording Document and otherwise in accordance with the University's selection criteria and/or policy from time to time;
 - (b) the availability of the course, degree, diploma etc concerned; and
 - (c) the sufficiency of income (and/or capital as the case may be) from the Gift Fund;

and the University's acceptance of the requested number of Awards requested in the Recording Document shall not amount to a representation or warranty by the University that it will be able to make the requested number of Awards available in each academic year, but that it will use reasonable endeavours to do so.

8. PAYMENT

- 8.1 The University will only issue a receipt for amounts actually received and cleared, net of all banking charges and credit card service charges.
- 8.2 Eligibility for tax deduction in respect of a Gift depends on whether the then current law in Singapore entitles the Donor to a tax deduction; and only for so long as the University remains an Institution of Public Character. The University will comply with any procedures (including in respect of the issuance of a tax deductible receipt, if applicable) required of it under applicable laws and directions from the COC and/or the Comptroller.

9. NAMING RIGHTS AND OTHER BENEFITS TO DONORS

- 9.1 The Donor is deemed to have licensed to, and consented to the royalty free use of the Donor's Marks where applicable by, the University in connection with any naming rights identified in the Recording Document, including without limitation the naming of the Gift Fund, if applicable. Such licence is personal to the University and non-transferable without the prior written consent of the Donor.

- 9.2 Where any name, word, phrase, logo, symbol, design, image and such other trade and service marks to be used by the University in connection with any naming rights identified in the Recording Document is not owned by the Donor, the Donor represents and warrants to the University that the Donor has the right, or has obtained the right, to consent and license and does consent and license to the University the royalty free use of such name, word, phrase, logo, symbol, design, image or other trade and service marks. Such licence is personal to the University and non-transferable without the prior written consent of the Donor.
- 9.3 The University shall be entitled at any time to terminate the naming rights granted to the Donor without compensation to the Donor or return any part of the Gift to the Donor :
- (a) where the University is of the reasonable opinion that the continued grant of the naming rights would damage or adversely affect the reputation and image of the University or violate or be in conflict with any applicable law, the Statutes and Regulations or any naming policies of the University for the time being and from time to time;
 - (b) if the Donor or any person affiliated to the Donor, commits (or is suspected of committing) an offence involving dishonesty or fraud, or falls into disrepute;
 - (c) if the Donor or any person affiliated to the Donor, has a winding-up or bankruptcy petition made against it or convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors pursuant to applicable law or admits inability or is (or is deemed by law or a court to be) unable to pay its debts generally as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness; or
 - (d) in any other circumstances provided for in the Statutes and Regulations.

10. WARRANTIES

10.1 General Warranties

Each party to the Recording Document read with these Standard Terms and the Statutes and Regulations is deemed to have warranted to and for the benefit of the other that:

- (a) **Status:** in the case where either party is a body corporate or legal entity, it is duly established and validly existing under the laws of Singapore or the laws of the jurisdiction of its incorporation, and it has the power and authority to own its assets and to conduct the business (or in the case of the University, its operations) which it conducts and/or proposes to conduct;
- (b) **Powers:** it has the power to enter into, exercise its rights and perform and comply with its obligations under the Recording Document read with these Standard Terms and the Statutes and Regulations;
- (c) **Authorisation and Consents:** all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order:

- (i) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under the Recording Document read with these Standard Terms and the Statutes and Regulations;
- (ii) to ensure that those obligations are legally binding and enforceable; and
- (iii) to make the Recording Document read with these Standard Terms and the Statutes and Regulations admissible in evidence in the courts of Singapore,

have been taken, fulfilled and done;

- (e) **Litigation:** no litigation, arbitration or administrative proceeding or which could by itself or together with any other such proceedings or claims materially and adversely affects its ability to observe or perform its obligations under these Standard Terms or the Statutes and Regulations, is presently in progress, pending or threatened against it or any of its assets; and
- (f) **No Default:** no event has occurred which constitutes, or which with the giving of notice and/or the lapse of time and/or a relevant determination would constitute, a contravention of, or breach of these Standard Terms or the Statutes and Regulations.

10.2 Separate and Independent

Each of the warranties shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to or inference from any other warranty or any other term of these Standard Terms.

10.3 No Other Warranty

The University makes no representations or warranties except for those set out in **clause 10.1** of these Standard Terms. In particular, but without limiting the generality of the foregoing statement, the University does not warrant or undertake that it will remain a Charity and/or an Institution of a Public Character, or that it will remain in operation in its present or any form.

11. UNIVERSITY'S MARKS AND PUBLICITY

- 11.1 The Donor shall not use the University's Marks for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the University.
- 11.2 Save as otherwise agreed in the Recording Document, neither party shall make any press announcement in relation to the Gift without the prior written approval of the other party.

12. DONOR'S DEFAULT

12.1 In the event the Donor fails for any reason howsoever whatsoever, to make the Gift (or any part thereof) within the time undertaken and on the terms of the Recording Document, without prejudice to any other rights or remedies that the University may have at law or in equity, the University, may at any time thereafter:

- (a) cease any naming rights granted to the Donor; and

- (b) withdraw any other benefits which the Donor is entitled to under the terms of the Recording Document.

12.2 The Donor shall pay the University for any damage, costs and expenses incurred or suffered by the University arising from or in connection with the Donor's default under the Recording Document (including any fees and legal expenses incurred on an indemnity basis).

13. TERMINATION OF THE GIFT FUND

13.1 Notwithstanding any provision in the Recording Document, the University's obligations to the Donor shall terminate upon the earliest of :

- (a) the exhaustion of the Gift;
- (b) the University's return of the Gift or any unutilised part of the Gift to the Donor;
- (c) if applicable, the date upon which the Gift Purpose is achieved and satisfied in full;
- (d) the date the Recording Document is terminated in accordance with its terms and/or by mutual agreement of the parties in writing;
- (e) the date the Recording Document read with these Standard Terms and the Statutes and Regulations is terminated by the University in accordance with **clause 12.1 (Donor's Default)**; and
- (f) the expiry of the term of the Gift Fund (if any) stated in the Recording Document.

13.2 Termination shall not affect any clauses of the Recording Document or these Standard Terms that is intended by its nature to continue to have effect, including without limitation **clauses 15 (Confidentiality)** and **17 (Injunctive Relief)**.

14. MATCHING GRANT FROM MINISTRY OF EDUCATION ("MOE")

14.1 The University will as soon as practicable following execution of the Recording Document and receipt of the Gift (or each instalment of the Gift), apply for a matching grant in respect of the Gift from the MOE. However the University makes no representation or warranty with respect to whether it will obtain such matching grant or the quantum of such matching grant howsoever whatsoever.

14.2 In the event that such matching grant is received by the University, the University will treat the matching grant in accordance with the Statutes and Regulations.

15. CONFIDENTIALITY

15.1 Duty

15.1.1 The Donor shall keep confidential any information ("**Confidential Information**") about the operations, assets, affairs or policies of the University which it may acquire as a result of the Recording Document and any reports made available to it by the University.

15.1.2 The Donor shall not use any such Confidential Information for its own purposes or for any purpose other than strictly for the purposes of assessing the performance of its Gift Fund, the usage of its Gift, or in fulfilling its obligations under the Recording Document (“**Permitted Uses**”).

15.2 **Exceptions**

The obligation of confidentiality under **clause 15.1** (*Duty*) does not apply to:

- (a) disclosure in confidence by the Donor to its shareholders, directors, officers and employees (collectively “**Representatives**”) on a "need to know" basis where the recipient, in the reasonable opinion of the Donor, requires access to the information in connection with and for the sole purpose of the Permitted Uses and provided that the Donor takes responsibility for any disclosure by such Representative of any Confidential Information;
- (b) information which is independently developed by the Donor or acquired from a third party with the right to disclose the same free of confidentiality owed to the University;
- (c) disclosure of information to the extent required by law, any stock exchange regulation or any binding judgment, order or requirement of any competent court or other competent authority and provided that the Donor shall have first informed the University in writing with respect to its intention to disclose such information and shall have taken into account the reasonable comments of the University;
- (d) disclosure of information to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Donor; or
- (e) information which is or comes into the public domain (otherwise than as a result of a breach of this **clause 15** (*Confidentiality*)).

16. **ADMINISTRATIVE FEE**

16.1 Where the Donor has indicated a Gift Purpose or wishes to use the Gift to establish a Gift Fund, the University shall be entitled to charge a periodic administrative fee as approved by the Board of Trustees of the University to defray the costs and expenses incurred by the University in administering such Gift Purpose, and in establishing, administering managing and investing the Gift Fund.

16.2 The University shall be entitled to deduct such administrative fee from the Gift or Fund (as the case may be).

17. **INJUNCTIVE RELIEF**

17.1 The Donor acknowledges that its failure to make the Gift (or any part thereof) in accordance with these Standard Terms and to comply with the provisions of **clause 15** (*Confidentiality*) will cause immediate irreparable harm to the University for which there is no adequate remedy at law. Accordingly, the Donor agrees that the University shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a court of competent jurisdiction in the event of any such breach or threatened breach by the Donor. The Donor agrees and stipulates that the University shall

be entitled to such injunctive relief, specific performance or other equitable relief without (i) the necessity of proving actual damages; or (ii) posting a bond or other security.

17.2 Nothing contained herein shall limit the University's right to any remedies at law or in equity, including without limitation the recovery of damages for breach of these Standard Terms.

18. NON-ASSIGNMENT

The Recording Document is personal to the parties and may not be assigned, transferred or novated without the written consent of both parties.

19. SUCCESSORS BOUND

These Standard Terms shall be binding on the parties, their legal representatives, successors and permitted assigns.

20. ENTIRE AGREEMENT

The Recording Document read with these Standard Terms and the Statutes and Regulations, sets out the entire agreement and understanding between the parties in respect of the subject matter of the Recording Document.

21. FURTHER ACTS

The Donor shall execute and do and take such steps as may be in its power to procure that all other necessary persons, if any, execute and do all such further documents, agreements, deeds, acts and things as may be required so that full effect may be given to the provisions of the Recording Document read with these Standard Terms and the Statutes and Regulations of the University.

22. TIME OF ESSENCE

Any time, date or period mentioned in any provision of the Recording Document read with these Standard Terms and the Statutes and Regulations may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed and not extended or any time, date or period so extended as aforesaid time shall be of the essence.

23. WAIVER OF RIGHTS

No waiver by a party of a failure by any other party to perform any provision of these Standard Terms or the Statutes and Regulations operates or is to be construed as a waiver in respect of any other failure whether of a like or different character. Any waiver of rights must be in writing signed by the party against whom such waiver is claimed, in order to be binding on it.

24. SEVERABILITY AND INVALIDITY

Each of the provisions of the Recording Document, these Standard Terms and the Statutes and Regulations is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect in any jurisdiction it shall have no effect in that respect, and the parties shall then

use all reasonable efforts to replace the invalid or unenforceable provision by a valid provision the effect of which is as close as possible to its intended effect as possible.

25. NO PARTNERSHIP OR AGENCY

Nothing in the Recording Document read with these Standard Terms and the Statutes and Regulations (or any of the arrangements contemplated by it) is or shall be deemed to constitute a partnership between the parties nor, except as may be expressly set out in it, constitute any party the agent of the other for any purpose. Unless the parties agree otherwise in writing, none of them shall (a) enter into any contract or commitment with third parties as agent for the other party or (b) describe itself as such an agent or in any way hold itself out as being such an agent.

26. COSTS

26.1 Each of the parties shall be responsible for its own costs, charges and expenses (including taxation) incurred in connection with the preparation and execution of the Recording Document, these Standard Terms or the Statutes and Regulations.

26.2 The Donor shall bear all transfer taxes, stamp duty or GST in respect of the Recording Document and the transfer of the Gift to the University.

27. TAXES

27.1 All payments made or to be made to the University under the Recording Document read with these Standard Terms and the Statutes and Regulations shall be made free and clear of any set-off, counterclaim, withholding tax or any other deductions whatsoever. Where withholding tax is payable, the Donor shall increase such amount payable so that the net amount received by the University following such withholding tax is at least equal to the amount the University would have received but for such withholding tax.

27.2 The University shall be entitled to levy GST on any benefit provided to the Donor in connection with the Recording Document in accordance with applicable law and to deduct the amount of such GST where applicable, from the moneys comprising the Gift.

28. COMMUNICATION

28.1 Any notice or other communication to be given by one party to the other under, or in connection with, the Recording Document read with these Standard Terms and the Statutes and Regulations of the University shall be in English, in writing and signed by or on behalf of the party giving it. It shall be served by sending it by facsimile to the number set out in **clause 28.2** or delivering it by hand or sending it by pre-paid post, to the address set out in **clause 28.2**, and in each case marked for the attention of the relevant person set out in **clause 28.2** (or as otherwise notified from time to time in accordance with the provisions of this **clause 28**). Any notice so served by hand, facsimile or post shall be deemed to have been duly given:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of facsimile, at the time of transmission;

- (c) in the case of post, on the third Business Day after the date of posting (if sent by local mail) and on the third Business Day after the date of posting (if sent by air mail); and
- (d) in the case of prepaid recorded delivery, special delivery or registered post, at 10am on the third Business Day following the date of posting,

provided that in each case where delivery by hand or by facsimile occurs after 6pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day.

28.2 The addresses and facsimile numbers of the parties for the purpose of this **clause 28** (*Communication*) shall be those set out in the Recording Document.

28.3 A party may notify the other party of a change to its name, addressee, address or fax number for the purposes of this **clause 28** (*Communication*), provided that such notice shall only be effective on:

- (a) the date specified in the notice as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than 10 Business Days after the date on which notice is given, the date following 10 Business Days after notice of any change has been given.

29. NO THIRD PARTY RIGHTS

A person who is not a party to the Recording Document has no right under the Contracts (Rights of Third Parties) Act 2001 (Cap 53B) to enforce any term of the Recording Document, these Standard Terms or the Statutes and Regulations.

30. GOVERNING LAW

30.1 The Recording Document read with these Standard Terms and the Statutes and Regulations shall be governed by and construed in accordance with the laws of Singapore.

30.2 Any dispute arising out of the Recording Document or these Standard Terms or the Statutes and Regulations of the University shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC) for the time being in force, which rules are deemed incorporated by reference in these Standard Terms. A tribunal shall consist of a single arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. The Parties undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.