

# **TERMS AND CONDITIONS OF THE COMMUNITY INTEGRATION FUND AGREEMENT**

## **A. Interpretation**

**“Actual Qualifying Cost”** means costs actually incurred by the Fund Recipient which fulfill all of the following requirements:

- (a) Qualifying Costs;
- (c) related to the Project; and
- (d) are approved by the Government through the NIC Secretariat.

**“Agreement”** means the terms and conditions in this Agreement, the Annex to these Terms and Conditions, and any grant approval documents issued by the Government.

**“Approved Grant Quantum”** means the maximum amount of funds from the CIF which the Fund Recipient may obtain reimbursement for in respect of the Project as determined under clause 4.2.

**“Final Reimbursement Amount”** means the final amount that the Fund Recipient will receive from the CIF by way of reimbursement.

**“Fund Recipient”** means a successful Applicant whose Application has been approved by the NIC Secretariat to obtain the CIF grant.

**“Non-Qualifying Costs”** means the non-qualifying costs set out in the Annex to these Terms and Conditions of the Community Integration Fund Agreement.

**“Party”** means the Government or the Applicant and **“Parties”** mean both the Government and the Applicant.

**“Project”** means the project for which the Applicant is seeking a grant from the Community Integration Fund as specified in the Application Form, and where the Project is approved for funding from the CIF by the Government, as approved by the Government in the grant approval issued by the Government.

**“Qualifying Costs”** means the costs which are not Non-Qualifying Costs.

**“Related Party”** includes but is not limited to

- (a) if the Related Party is a person:
  - i. the Applicant’s partner, officer or member; or
  - ii. a person who has the power to govern the financial and operating policies of the Applicant so as to obtain benefits from its activities;
- (b) if the Related Party is an entity, the entity:
  - i. That is a member of the same group as the Applicant (which means that each parent, subsidiary and fellow subsidiary is related to the others);
  - ii. That is an associate or joint venture of the Applicant;
  - iii. Of which the Applicant is an associate or joint venture; or
  - iv. That together with the Applicant are joint ventures of the same third party; or
  - v. That the Applicant, its partner, officer or member has direct or indirect influence or control.

## Section I – General Information

### 1. Objectives of the Community Integration Fund

1.1 The Community Integration Fund (CIF) is administered by the National Integration Council (NIC) Secretariat and aims to provide funding to encourage ground-up social integration efforts. Applications for a grant from the CIF will be assessed on how well the proposed Project is able to meet the following objectives:

**a) Provide information and resources to new immigrants and foreigners on Singapore society, norms, and values**

Development and dissemination of resources on Singapore's norms, culture and history to help immigrants and foreigners understand and settle into Singapore (including but not limited to learning journeys, seminars, and publications)

**b) Encourage social interaction and build friendships among Singaporeans, new immigrants, and foreigners**

Encourage social interaction and friendships among Singaporeans, immigrants and foreigners through purposeful social activities such as host families, volunteerism and mentoring schemes.

**c) Encourage emotional attachment to and involvement in Singapore**

Allow immigrants and foreigners to be more deeply engaged with Singapore society e.g. volunteerism opportunities, encourage the use of English for communication and interaction, and encourage immigrants to connect with the wider Singaporean society.

**d) Promote positive mindsets among Singaporeans, new immigrants, and foreigners**

Deepen mutual understanding such as cultural exchange programmes, dialogues, diversity/cultural competency workshops and media productions.

1.2 Due consideration will also be given to the Project's innovativeness, as well as potential outreach and impact, in assessing the applications for a grant from the CIF.

### 2. Who May Apply

2.1 Application for a grant from the CIF is open to entities registered or established under the laws of Singapore (e.g. sole proprietorship, partnership or companies registered with the Accounting and Corporate Regulatory Authority of Singapore (ACRA), trade unions registered with the Registry of Trade Unions (RTU), societies registered under the Societies Act, bodies corporate established under the laws of Singapore). Applications by individuals will not be considered.

### 3. Non-supportable projects

3.1 The following projects will **not** be supported:

- a) Projects with content held as objectionable by the general public, or that may adversely affect social cohesion in Singapore;

- b) Projects that advocate for a religion or political party;
- c) Projects that directly profit the Applicant;

#### 4. Approved Grant Quantum

4.1 The Approved Grant Quantum depends on the Project's nature and scope, its projected income and costs, and the availability of funds from the CIF.

1.2 The Approved Grant Quantum per project shall be a percentage ("**Approved Grant Percentage**") specified by the Government, not exceeding 80%, of the projected costs of the Project which are Qualifying Costs, and shall be capped at \$100,000 per project.

1.3 There is no limit on the number of applications that an organisation may submit. However, the total grant from the CIF which will be or is already awarded to an organisation will be taken into account in the assessment of subsequent applications for CIF grants for other projects organised by the same organisation.

1.4 Organisations may submit applications for repeat projects, but funding support in the past is not a guarantee of continued funding.

### Section 2 – Application

#### 5. Timeline

5.1 The Applicant shall submit its application for a CIF grant at least **8 weeks before the date of the commencement of the Project**. Applications that are submitted less than 8 weeks from the commencement of the Project, or after the Project has been completed, will NOT be considered. For large-scale projects (e.g. with large number of participants, request for high level of funding), Applicants are encouraged to submit their applications early to allow for sufficient time for the proposed Projects to be assessed.

#### 6. Declaration of Sources of Expected Project Income and Expenditure

6.1 The Applicant shall declare to the Government through the NIC Secretariat all sources of expected Project income, including any current and expected funding from any other organisation or public agency. Possible sources of expected income include but are not limited to:

- Ticket sales
- Sales of merchandise/programmes/publications
- Registration fees
- Donations from members or well-wishers
- Funding from other public agencies
- Private/corporate/public sponsorship
- Income from advertisements

6.2 Purely for the Applicant's understanding, examples of costs which are Qualifying Costs may include and is not limited to:

- a) Events Management/Production costs
  - Venue rental
  - Logistics (e.g. equipment rental, development of educational/training materials)
  - Technical requirements (e.g. stage setup, sound systems)
  - Transportation/delivery (eg vehicle rental, local travel expenses - except personal transportation)
  - Food and non-alcoholic beverage catering
- b) Professional Fees
  - Engagement of professionals (e.g. performers, trainers, facilitators, consultant)
  - Engagement of vendors (e.g. events' company, web designer, publisher)
  - Engagement of auditor to audit project accounts (applicable only for projects receiving \$100,000 and above)
- c) Publicity and Marketing
  - Publicity and advertising collaterals
  - Other advertising and marketing costs

6.2 The Applicant shall submit to the Government through the NIC Secretariat all relevant supporting documents with regard to such other funding:

- (a) where the Project is already in receipt of such other funding, before the approval of the Project and acceptance of the CIF fund offer;
- (b) where the Project receives such other funding on or after the approval of the Project and acceptance of the CIF fund offer, at the time that the Applicant submits its claim for reimbursement; and
- (c) where the Project receives such other funding after the Applicant has received reimbursement from the CIF fund through the Government, as soon as it is aware that it will be receiving such other funding.

## **7. Disclosure of Conflict of Interest**

7.1 The Applicant shall disclose, in writing, any project costs which may be incurred by the Applicant as a result of engaging any Related Party for the project and for which the Applicant intends to obtain reimbursement from the CIF.

## **8. Other Conditions Relating to Conduct of the Project**

8.1 The Applicant shall obtain all required licences, permits, permissions and other authorisation to use any photographs, copyright materials or other property or other rights belonging to third parties that the Applicant uses for the Project.

8.2 The Applicant shall not proselytise, and shall take all reasonable precautions, measures and means to prevent proselytising by its employees and agents conducting the Project.

8.3 The Applicant shall ensure that no illegal or negligent acts occur during any point of the Project, which in the Government's reasonable view may adversely affect the reputation of the NIC, any Government bodies, public institutions, national leaders or any organisation/person.

### **Section 3 – Application Outcome and Acceptance**

#### **9. Notification**

9.1 The Applicant will be notified of the outcome of the application by email. The notified outcome is final and the Government shall be under no obligation to disclose reasons for approving or rejecting an application, and shall be under no obligation to disclose reasons for the approved grant quantum.

9.2 Upon being notified of the grant approval, the Fund Recipient is required to accept the terms and conditions of this Agreement before the commencement of the Project. Confirmation of the grant is contingent upon the Government's receipt of the Fund Recipient's acceptance.

9.3 The CIF grant is not transferable, and must not be used for any purpose other than the Project applied for. The Fund Recipient must seek the written approval of the NIC Secretariat for any changes to the Project after approval, failing which the NIC Secretariat reserves the right to reassess the grant quantum allocated to the Project, and to withhold funding totally.

#### **10. Status of Fund Recipient**

10.1 The Fund Recipient shall notify the Government through the NIC Secretariat in writing before effecting or allowing any changes in the direct or indirect ownership or ultimate or effective control or management of the Fund Recipient.

10.2 In the event of changes in the ownership, control or management of the Fund Recipient without written notification to the Government, the Government may terminate this Agreement immediately, or review and amend the terms and conditions of this Agreement (including terms and conditions relating to the fund quantum and amount, and disbursement mechanisms) by written notification thereof to the Fund Recipient.

#### **11. Confidentiality**

11.1 The Fund Recipient shall not disclose the approved grant quantum to any persons. The Applicant shall seek the written approval of the Government to share this information to any external parties.

#### **12. Acknowledgement**

12.1 The Fund Recipient shall acknowledge the support of the Government on the Project's publicity and event materials by using the prescribed NIC logo with the text 'Supported by:' as well as acknowledge the support of the Government through the NIC during any formal speeches at the event(s) and any other public functions which are part of the Project.

12.2 The Fund Recipient agrees to have its name and details of its Project featured by the Government in any form of NIC publication, including the NIC website and other forms of social media.

### **13. No Assignment**

13.1 The Fund Recipient shall not assign, directly or indirectly, all or part of its rights and obligations under this Agreement without the prior written consent of the Government.

## **Section D – Fund Reimbursement**

### **14. Time Frame for Submission of Reimbursement Documents**

14.1 The Grant shall be given out to the Fund Recipient on a reimbursement basis upon completion of the Project. All reimbursement documents are to be submitted within:

- (a) **Three (3) months** after the Project's end date for project receiving below \$100,000; or
- (b) **Six (6) months** after the Project's end date for project receiving \$100,000 and above.

14.2 The Approved Grant Quantum shall lapse if the NIC Secretariat does not receive the reimbursement request and complete reimbursement documents from the Fund Recipient within the timeframe stipulated at Clause 14.1.

14.3 The Fund Recipient shall collate, prepare and submit to the Government through the NIC Secretariat, in the format and medium specified by the NIC Secretariat, the following reimbursement documents within the timeline stipulated in Clause 14.1 above:

- (a) the CIF reimbursement form including the **originals or Certified True copies** of invoices, receipts and supporting documents for both income and expenditure;
- (b) the Project Evaluation Report, including:
  - at least 5 photos of the event or public function which is part of the Project (JPEG format),
  - the media features of the Project (if any), and
  - completed feedback forms from the beneficiaries in the Project, with at least two who are born in Singapore, and two new immigrants/foreigners);
- (c) an audited income and expenditure statement for the Project certified by an accounting firm, an accounting corporation or an accounting limited liability partnership as approved under the Accountants Act (Cap. 1) if the CIF amount received by the Fund Recipient for the Project is S\$100,000 or more; and

(d) any other documents as may be specified by the NIC Secretariat.

14.4 In relation to any claim for reimbursement, the Fund Recipient shall also ensure that:

- a) Where an invoice is a photocopy of the original, the photocopied version must be certified a true copy by a senior officer (e.g. CEO or CFO) of the Fund Recipient; and
- b) The names and other relevant details of the vendors (such as telephone number, address and e-mail) are made available to the NIC Secretariat.

## 15. Report Requirements

15.1 The Fund Recipient shall maintain sufficient written records, including reports, statements and information, pertaining to the operation of the Project to allow a proper assessment to be made by the Government through the NIC Secretariat and its agent(s) as to whether the Fund Recipient has complied, or is complying, with this Agreement and the details of the Project in Part A.

15.2 The Fund Recipient shall retain such records for a period of three years after the end of the Project. The maintenance and retention of these written records are only for the NIC Secretariat's purposes, and is not intended to affect the Fund Recipient's duty to comply with any law or any requirement of other authorities.

## 16. Audit Requirements

16.1 The Government is entitled from time to time, through its Audit Agents, to conduct ad-hoc on site audits to ensure that the terms of this Agreement are being, or were met and that all reports and information submitted to the Government through the NIC Secretariat by the Fund Recipient are accurate, correct and not misleading.

16.2 The Fund Recipient shall ensure that the Government's Audit Agents are given full access to all accounts, records, documents, assets and premises in connection with the Project and grant, and shall provide the Government and its Audit Agents with all reasonable cooperation and assistance in connection with the audits.

16.3 The Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 16, unless the audit identifies a material breach or default of this Agreement by the Fund Recipient, in which case the Fund Recipient shall reimburse the Government its reasonable costs incurred in connection with the audit.

16.4 For the purpose of this clause 16, the term "Audit Agents" means the Auditor-General or such auditors as may be appointed by the Government.

## 17. Reimbursement Amount

17.1 The Fund Recipient understands that the Final Reimbursement Amount is dependent on the Project's actual income and Actual Qualifying Costs, and documentations submitted, and is subject to approval by the Government through the NIC Secretariat. For avoidance of doubt, all Non-Qualifying costs will not be reimbursed.

17.2 The Final Reimbursement Amount will be the lower of the following.

- (a) Approved Grant Percentage of Actual Qualifying Costs; or
- (b) Actual Qualifying Costs less the total income (i.e. net deficit for the project), capped at the Approved Grant Quantum.

17.3 The Government reserves the right to reject any claims submitted by the Fund Recipient for reimbursement if the supporting documents submitted by the Fund Recipient do not comply with the requirements in this Agreement, or any other requirement that the Government through the NIC Secretariat may specify from time to time.

17.4 The Government's decision on the Final Reimbursement Amount is final and the Government shall be under no obligation to disclose the computation method of the Final Reimbursement Amount, the reasons for approving or rejecting reimbursement of an actual cost, or the classification of any actual cost as a Non-Qualifying Cost.

17.5 The Fund Recipient shall refund to the Government any funds disbursed in excess of the Final Reimbursement Amount upon the request of the Government through the NIC Secretariat, within such time and in such manner as the Government may specify through the NIC Secretariat.

17.6 If the Project receives funding from other sources after the Fund Recipient has received the Final Reimbursement Amount from the Government through the NIC Secretariat, the Government may require the Fund Recipient to return all or some of the funds already disbursed by the Government through the NIC Secretariat, and all such monies shall be recoverable as a debt due to the Government.

## **Section E – Other Terms and Obligations**

### **18. Breach of Agreement**

18.1 The Government reserves the right to withdraw or suspend the grant in full or in part, vary the amount of Approved Grant Quantum, or recover any disbursed funds in the event of the following:

- a. Wrong or misleading information on the Project is provided to the Government.
- b. Illegal or negligent acts occur during any point of the duration of the approved Project, which in the Government's view may adversely affect the reputation of the NIC, any government bodies, public institutions, national leaders or any organisation/person.
- c. The Fund Recipient or any collaborating party has proselytised a particular faith when carrying out the Project.
- d. Proposed and approved Project is, in the Government's view, changed significantly without prior written approval from the NIC Secretariat



- e. The disbursed fund is, in the Government's view, used for purposes other than the approved Project.
- f. The Fund Recipient fails to inform the Government through the NIC Secretariat that it is in receipt of any funding, sponsorship or donation from other organisation or public agency.
- g. The Fund Recipient provides false information or fails to disclose conflict of interest in compliance with Clause 7.

18.2 The Government may terminate this Agreement immediately by giving the Fund Recipient notice in writing, in the event that the Fund Recipient breaches any term or condition of the Agreement, and if such breach is, in the opinion of the Government, capable of being remedied, having been notified by the Government through NIC Secretariat of the breach, the Fund Recipient fails to take all steps required by the Government to remedy the breach within *two weeks* of being so notified.

18.3 In the event of such termination of the Agreement or withdrawal of the grant, the Government reserves the right to require that the Fund Recipient immediately return any portion of the funds disbursed and all such monies shall be recoverable as a debt due to the Government.

## **19. Disclaimer of Liability**

19.1 Notwithstanding anything in this Agreement, except for death and personal injury resulting from the Government's own or any of its employees' or agents' negligence, the Government shall not be liable to the Fund Recipient for any loss, damage, cost or expense of any nature whatsoever, arising from: (a) any representation, statement or tortious act or omission, including negligence of the Government, in the course of the performance of the Agreement; or (b) any delay, failure or refusal by the Government to furnish the Fund Recipient with the grant or any decision by the Government to suspend the provision of the grant.

## **20. Indemnity**

20.1 The Fund Recipient shall indemnify and hold the Government indemnified against:

- (a) any claim or action against the Government by any person whomsoever including employees of the Fund Recipient by reason of or arising from this Agreement, including but not limited to any acts or omissions by the Fund Recipient, its servant or agents for anything done under or pursuant to this Agreement;
- (b) any claim or action by any person for infringement of any intellectual property rights over any document, product, process, invention or discovery which is used in connection with this Agreement or results from the performance of any obligations under this Agreement; and
- (c) any loss, damage, cost or expense suffered by the Government arising from the Fund Recipient's provision of the services under this Agreement, or arising from the Fund Recipient's breach of any provision of this Agreement.

## **21. Relationship of Parties**

21.1 Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency between the Fund Recipient and the Government. The Fund Recipient shall have no authority to represent, make any commitment or bind the Government to third parties.

## **22. Mediation**

22.1 Notwithstanding anything in this Agreement, in the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement, no Party shall proceed to litigation or any other 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. Parties shall be deemed to have made reasonable efforts in accordance with this Clause 22.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.

22.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process.

22.3 Failure to comply with this Clause 22 shall be deemed to be a breach of this Agreement.

## **23. Severability**

23.1 In the event any provision in this 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.

## **24. Notices**

24.1 Any notice or other communication served by either Party to the other under this Agreement shall be deemed to be properly served if delivered by mail, by hand or by registered post to:

- (a) The Government, c/o National Integration Council Secretariat, Ministry of Culture, Community and Youth, 109 North Bridge Road, #05-21, Singapore 179097.
- (b) The Applicant/Fund Recipient, with address as provided in the CIF Application Form "Address of Organisation".

or to such other address, email address or number as either Party may notify the other Party of in writing from time to time, at least 3 days before the service of the notice or communication is effected.

24.2 Any notice or other communication shall be deemed to have been duly served or duly received:

- (a) if delivered by hand, upon written acknowledgement of receipt by an officer or other duly authorized officer, agent or representative of the recipient;
- (b) if sent by registered post, on the third calendar day after the date of dispatch; and
- (c) if sent by email, to the email address indicated in application form, on the date and time the email was sent.

## **25. Contracts (Rights of Third Parties) Act**

25.1 This Agreement does not create any rights under the *Contracts (Rights of Third Parties) Act* which is enforceable by any person who is not a party to it.

## **26. Set-Off**

26.1 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Fund Recipient, the same may be deducted from any sum then due or which at any time thereafter may become due to the Fund Recipient under this Agreement.

## **27. Entire and Whole Agreement**

27.1 This Agreement contains the entire and whole agreement between the Parties and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements between them.

27.2 The Applicant warrants that it has not entered into this Agreement on the basis of any prior written or oral commitments, representations, arrangements, understandings or agreements between the Applicant and the Government.

## **28. Applicable Law and Jurisdiction of Courts**

28.1 This Agreement shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose and the Applicant agrees to submit to the exclusive jurisdiction of the Singapore courts.

## **29. Variation**

29.1 No variation, amendment, or modification to this Agreement shall be of any force unless agreed upon in writing and signed by the authorized representatives of both Parties.

## **30. Force Majeure**

30.1 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 purposes of this Agreement, Force Majeure Event shall include acts of God, acts of civil or military authority, wars, strikes, fires, and other catastrophes.

30.2 If the effect of any Force Majeure Event continues for a period exceeding [3 months], the affected Party may at any time thereafter give notice to the other Party that it wishes to

terminate the Agreement with immediate effect without being liable to the other in damages or compensation.

30.3 If a Force Majeure Event occurs, the Parties or Party (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.

**ANNEX****Guidelines for Non-Qualifying Costs**

The following provides guidelines for non-qualifying direct costs for projects supported by the Community Integration Fund (CIF).

**Important Note:**

All projected and actual costs are subject to evaluation by the NIC Secretariat and must be clearly specified and justified during the application and reimbursement process.

All costs incurred must be critical to the project and relevant to the desired integration outcomes. The NIC Secretariat's decision is final. The NIC Secretariat reserves the right to reject any non-qualifying or unreasonable expenditures as it deems fit, and is under no obligation to disclose reasons for approving or rejecting expenditures. The Applicant is to seek clarification from the NIC Secretariat prior to the event, if there is anything the Applicant is uncertain about.

**Non-Qualifying Costs**

S/N	Type of Expenses	Description
1.	Expenditure on Manpower	Staff salary and payroll are not supported. However, fees for freelancers employed by the applicant or its associate may be supported. Applicants are to submit freelancers' signed acknowledgement of receipt of fees paid for services provided. Volunteer allowance, capped at \$20/pax may be considered on a case-by-case basis.  Any costs by related parties (such as the organisation's partner or board member, or close relative, associate, affiliated companies, etc) that are not declared upfront would not be supported.
2.	Cash prizes, honorarium, goodwill gifts and donations	Cash gifts, direct cash donations and other non-cash gifts given on the grounds of goodwill. Examples include welfare packs for charity organisations, red packets, tips and festive food items.
3.	Start-up, operating and capital expenditure	Purchase of equipment/assets, infrastructure utilities, mobile and landlines set-up, connection and usage, prepaid cards for mobiles.
4.	Audit fees	Not supportable unless requested by NIC Secretariat.