

**TERMS AND CONDITIONS**

- (A) BCA has implemented the Green Mark Incentive Scheme for Existing Buildings 2.0 (“**Incentive Scheme**”) with the aim of supporting Owners who want to achieve higher energy performance standards for their existing buildings. The Incentive Scheme is applicable to the following types of privately-owned existing buildings below which have a GFA of at least 5,000m<sup>2</sup>:
- (i) Commercial and institutional developments (e.g. hotels, office buildings, retail buildings, healthcare facilities, community institutions);
  - (ii) Light industrial buildings<sup>10 11</sup>; and
  - (iii) Residential buildings<sup>12</sup>.
- (B) Under the Incentive Scheme, Owners can receive funding support based on the Actual Carbon Abated in their Developments through the carrying out of Energy Improvement Works, subject to the applicable Funding Cap for the Project or 50% of the Actual Qualifying Costs, whichever is lower.
- (C) The Owner is desirous of submitting the Application to BCA for purposes of obtaining the approval of BCA in relation to the Project’s participation in the Incentive Scheme.
- (D) BCA is desirous of providing its assessment of the Owner’s Application, and where appropriate, issue the Letter of Acceptance to the Owner for purposes of approving the participation of the Project in the Incentive Scheme.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. In these T&Cs, the following words and expressions shall have the following meanings, except where the context otherwise requires:

“**Agreement**” means the whole agreement between BCA and the Owner in respect of the Project’s participation in the Incentive Scheme, comprising of the following documents:

- (i) the Application;
- (ii) the Letter of Acceptance; and
- (iii) these T&Cs,

“**Actual Carbon Abated**” means the carbon abated in respect of the Development attributable to the Energy Improvement Works which is calculated using the following formula:

$$\text{Actual Energy Savings (kWh/yr)} \times 0.408 \text{ kgCO}_2\text{e/kWh}^{13} \div 1000$$

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<sup>10</sup> Only applicable to light industrial buildings where the company’s business activity is classified under building sector Singapore Standard Industrial Classification (SSIC) codes, beginning with 41-43, 46-47, 55-56, 59-62, 64-66, 68-75, 77-82, 84-88, 90-97 and 99.

<sup>11</sup> Energy savings from manufacturing, industrial and commercial processes shall be excluded from the energy savings calculation.

<sup>12</sup> Only energy savings from common areas/services shall be included in the energy savings calculation.

<sup>13</sup> Using 0.408 kgCO<sub>2</sub>e/kWh as the conversion factor (CF) for this scheme on the average CO<sub>2</sub> emissions abated per kWh of electricity saved.

**“Actual Energy Consumption”** means the measured energy consumption of the building systems and areas of the Development as stated in the Retrofit Report after undergoing Energy Improvement Works;

**“Actual Energy Savings”** means the energy savings of the Development attributable to the Energy Improvement Works derived from the difference between the Baseline Energy Consumption and the Actual Energy Consumption;

**“Actual Grant Amount”** means the actual Grant amount determined based on (i) the Actual Carbon Abated; (ii) 50% of the Actual Qualifying Costs; or (iii) the applicable Funding Cap for the Project, whichever is lowest;

**“Actual Qualifying Costs”** means the actual qualifying costs (excluding GST) incurred by the Owner in relation to the following:

- (a) purchase of the Approved Equipment;
- (b) installation of the Approved Equipment;
- (c) carrying out of building works relating to the conversion of air-conditioned spaces to naturally ventilated or mixed mode ventilated spaces<sup>14</sup>; and
- (d) Professional Services,

**“Administrative or System Error”** means an error in calculation, clerical procedure, typing, or application of policy, and which is attributable to BCA;

**“Application”** means the Owner’s application for the Project to be admitted into the Incentive Scheme and for such Project to be bound by these T&Cs;

**“Application Form”** means the application form found on [GMIS-EB 2.0 webpage](#), which is to be submitted by the Owner for participation in the Incentive Scheme;

**“Approved Equipment”** means the Eligible Equipment described in the Retrofit Proposal that are to be part of the Energy Improvement Works;

**“Baseline Energy Consumption”** means the current energy consumption of the building systems and areas of the Development prior to undergoing Energy Improvement Works as stated in the Retrofit Proposal;

**“BCA”** means the Building and Construction Authority, a statutory board established under the Building and Construction Authority Act 1999;

**“Building Control Act”** means the Building Control Act 1989;

**“Business Day”** means a day between Monday and Friday (both days inclusive), excluding any public holiday in Singapore;

**“Completion Date”** means the date falling 36 months from the date of the Letter of Acceptance;

**“Development”** means the site on which the Project is being carried out as described by the Owner in the Application;

**“Effective Date”** means the date on which the Letter of Acceptance is issued by BCA to the Owner;

**“Eligible Equipment”** means the non-exhaustive list of eligible equipment that are eligible for funding under the Incentive Scheme set out in Annex 1 hereto;

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<sup>14</sup> This could include flooring, wall and/or partition, ceiling and lighting works, building services installation and dismantling works, where required.

**“Energy Improvement Works”** means the energy improvement works relating to the (i) installation of Approved Equipment, and (ii) redesigning and conversion of air-conditioned spaces to naturally ventilated or mixed mode ventilated spaces at the Development, for the purpose of improving the energy performance of the Development;

**“Estimated Carbon Abated”** means the estimated amount of carbon to be abated in respect of the Development attributable to the Energy Improvement Works which is calculated using the following formula:

$$(Estimated\ Energy\ Savings\ (kWh/yr) \times 0.408\ kgCO_2e/kWh^{15} \div 1000)$$

**“Estimated Energy Consumption”** means the estimated energy consumption of the building systems and areas of the Development as stated in the Retrofitting Proposal prior to undergoing Energy Improvement Works;

**“Estimated Energy Savings”** means the energy savings from the proposed Energy Improvement Works of the Development derived from the difference between the Baseline Energy Consumption and the Estimated Energy Consumption;

**“Estimated Grant Amount”** means the estimated grant amount determined based on the Estimated Carbon Abated;

**“Estimated Qualifying Costs”** means the genuine indicative estimate made and submitted by the Owner in the Application in relation to the estimated costs (excluding GST) to be incurred by the Owner for the following items:

- (a) purchase of the Eligible Equipment;
- (b) installation of the Eligible Equipment;
- (c) carrying out of building works relating to the proposed conversion of air-conditioned spaces to naturally ventilated or mixed mode ventilated spaces<sup>16</sup>; and
- (d) Professional Services,

**“Excess Disbursement Amount”** means any disbursements disbursed to the Owner by BCA under the Incentive Scheme in excess of the Actual Grant Amount;

**“First Tranche”** means the first tranche of the Grant which shall be subject to a maximum cap of 30% of the Maximum Grant Amount;

**“First Tranche Application”** means the application to be submitted by the Owner to BCA for purposes of claiming for the disbursement under the First Tranche;

**“Funding Cap”** means the funding cap amounts as set out in column (c) of Table 1 of Annex 2;

**“Gross Floor Area”** means the total area of covered floor space measured between the centre line of party walls including the thickness of external walls but excluding voids;

**“Grant”** means the monetary grant that the Owner may receive under the Incentive Scheme;

**“Green Mark Rating”** means the rating given pursuant to the Green Mark assessment conducted by BCA, based on the prevailing Green Mark criteria<sup>17</sup>;

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<sup>15</sup> Using 0.408 kgCO<sub>2</sub>e/kWh as the conversion factor (CF) for this scheme on the average CO<sub>2</sub> emissions abated per kWh of electricity saved.

<sup>16</sup> This could include flooring, wall and/or partition, ceiling and lighting works, building services installation and dismantling works, where required.

<sup>17</sup> The Green Mark 2021 (GM: 2021) is effective for all new applications from 1 November 2021. The criteria can be found at <https://www1.bca.gov.sg/buildsg/sustainability/green-mark-certification-scheme/green-mark-2021>.

**“GST”** means the tax chargeable in respect of the Approved Equipment and/or Professional Services, under the Goods and Services Tax Act 1993;

**“Incentive Scheme”** has the meaning ascribed to it in Recital (A) of these T&Cs;

**“Insolvency Event”** means any one of the following events:

- (a) any step is taken by the Owner to enter into any composition or scheme of arrangement between the Owner and its creditors;
- (b) any step is taken by a mortgagee or chargee to enter into possession or dispose of the whole or any part of the Owner’s assets or business;
- (c) any step is taken to appoint a receiver, a manager, a judicial manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to the Owner or to the whole or any part of the Owner’s assets or business;
- (d) an order is made or an effective resolution passed for winding up;
- (e) there is an execution or distress levied on the whole or any part of the Owner’s assets or business;
- (f) the Owner goes into voluntary liquidation or reconstruction of its company or commit or do any act or omission or thing as to cause compulsory winding up proceedings to be taken against the Owner; and/or
- (g) the Owner amalgamates or merges with any other company, corporation, firm or any other party.

**“Letter of Acceptance”** means the letter of acceptance issued by BCA to the Owner in respect of the Owner’s Application;

**“Maximum Grant Amount”** means the maximum Grant that the Owner can receive under the Incentive Scheme and is determined based on the (i) the Estimated Grant Amount; (ii) 50% of the Estimated Qualifying Costs; or (iii) the applicable Funding Cap for the Project, whichever is lowest, and which is to be calculated in accordance with formula set out in Annex 3;

**“Owner”** means the owner of the Development for whom or on whose behalf the Project is being carried out and who had submitted the Application in respect of the Project;

**“Parties”** means BCA and the Owner;

**“Professional Services”** means consultancy services on design and project management and other professional services engaged for or in connection with the Project;

**“Project”** means the carrying out of Energy Improvement Works at the Development as described by the Owner in the Application and the Retrofit Proposal;

**“Retrofit Proposal”** means the pre-retrofit proposal endorsed by a third-party Qualified Professional containing the following:

- (a) details of the Project;
- (b) technical details and Estimated Qualifying Costs of the Energy Improvement Works to be carried out in respect of the Development;
- (c) the Measurement & Verification (M&V) methodology used to determine the Baseline Energy Consumption;
- (d) the proposed M&V methodology to determine the Actual Energy Consumption; and
- (e) the Estimated Energy Savings of the Development.

**“Retrofit Report”** means a post-retrofit report endorsed by a third-party Qualified Professional containing the following:

- (a) updates to the information provided in the Retrofit Proposal, if any;
- (b) Actual Energy Savings; and
- (c) photographic evidence of all permanent M&V instrumentations installed for the relevant Energy Improvement Works.

**“Second Tranche Application”** means the application to be submitted by the Owner to BCA for purposes of claiming for the disbursement under the Second Tranche;

**“Second Tranche”** means the second tranche of the Grant which shall be calculated based on the (i) Actual Carbon Abated; (ii) 50% of the Actual Qualifying Costs; or (iii) the applicable Funding Cap for the Project, whichever is lowest, and which shall not exceed an amount equal to the Maximum Grant Amount less the First Tranche amount;

**“Qualified Professional”** means a qualified professional holding at least one of the following certifications:

- (a) Professional Engineer in Mechanical or Electrical Engineering;
- (b) Registered Energy Auditor with BCA; or
- (c) Green Mark Advanced Accredited Professional or Green Mark Advanced Accredited Professional (Facilities Management).

**“T&Cs”** means the terms and conditions of the Incentive Scheme as contained herein.

## **2. APPLICATION PROCESS**

- 2.1. Owners who intend to apply for the participation of the Project in the Incentive Scheme can apply via the Application Form.
- 2.2. The Owner shall submit the Application to BCA, which shall be accompanied by the following documents/written information listed below:
  - (i) GMIS-EB 2.0 Scheme Application Form;
  - (ii) Building Title Deed;
  - (iii) ACRA Bizfile;
  - (iv) Retrofit Proposal;
  - (v) logged energy consumption data of all proposed Energy Improvement Works performed for a minimal period of 2 weeks prior to the commencement of such Energy Improvement Works; and
  - (vi) relevant sections of the contract document detailing the works and costs involved for the Energy Improvement Works.

## **3. BCA’S RIGHTS AND OBLIGATIONS**

- 3.1. Upon receiving the Owner’s Application, BCA shall assess the Owner’s Application and be entitled to request for additional supporting documents and/or information from the Owner as it sees fit. Where BCA, in its sole discretion, accepts the Owner’s Application for the participation of the Project in the Incentive Scheme, BCA will issue the Letter of Acceptance to the Owner.
- 3.2. From the Effective Date until the date disbursements under the Second Tranche are paid to the Owner, BCA shall be entitled from time to time, through its authorised representatives which may include external auditors appointed by BCA, to conduct ad-hoc on-site and off-site audits to ensure that the terms and conditions of the Agreement, including these T&Cs are complied with, the Energy Improvement Works are being carried out, or have been carried out, in accordance with the Retrofit Proposal and that all reports and information submitted to BCA by the Owner are accurate, correct and not misleading. The Owner shall ensure that BCA’s authorized representatives are given full access to all accounts, records, documents, assets and the premises in connection with the Agreement, and shall provide BCA and its authorized representatives with all reasonable cooperation and assistance in connection with the audits. BCA shall bear its own costs and expenses incurred in respect of the audits performed under this clause, unless the audit identifies a material breach or default of the Agreement by the Owner, in which case the

Owner shall reimburse BCA for all of BCA's reasonable costs and expenses incurred in connection with the audit.

- 3.3. BCA shall determine, in its sole discretion, if the details contained in the Application and Second Tranche Application are accurate. BCA shall be entitled to substitute its own calculations for those by the Owner if it is of the view that the Owner's calculation(s) is / are not accurate. BCA's determination of the Estimated Carbon Abated, Actual Carbon Abated, Estimated Grant Amount and Actual Grant Amount shall prevail and be conclusive.
- 3.4. Where applicable, and without prejudice to the rights of BCA at common law, equity or otherwise, BCA shall be entitled to recover from the Owner the Excess Disbursement Amount, provided that the Excess Disbursement Amount was disbursed to the Owner by BCA due to Administrative or System Error. The Owner shall pay to BCA the Excess Disbursement Amount forthwith upon written demand as a debt within 3 months from the receipt of such written demand from BCA.
- 3.5. BCA may:-
  - (i) publish, in any manner and on any medium it deems fit, a list of projects including the Project that have or have not been accepted under the Incentive Scheme, withdrawal of the Letter of Acceptance and any statistical and/or other information in relation to the Project; and
  - (ii) publish information in respect of the Project in any manner and on any medium it deems appropriate in so far as such publication is for the purposes of publicity of the Incentive Scheme.
- 3.6. If the Owner's Application is rejected by BCA, BCA shall be under no obligation to make available to the Owner the specific reasons for such rejection.

#### **4. OBLIGATIONS OF OWNER**

- 4.1. The Owner shall complete the Energy Improvement Works (including testing and commissioning works) by the Completion Date.
- 4.2. The Owner shall install permanent M&V instrumentations for all Energy Improvement Works involving chilled water air-conditioning systems, variable refrigerant flow systems or air distribution systems for the purpose of verifying and determining the Actual Carbon Abated for such Energy Improvement Works. For the purpose of verifying and determining the Actual Carbon Abated in relation to all other types of Energy Improvement Works, the Owner shall have the option to either install permanent M&V instrumentations or engage the services of a third-party to provide the measured data.
- 4.3.
- 4.4. The Owner shall only carry out the Energy Improvement Works after it has received the Letter of Acceptance from BCA. For the avoidance of doubt, costs incurred by the Owner in relation to the procurement of Professional Services prior to the submission of the Application by the Owner to BCA shall be considered as Actual Qualifying Costs subject to the following conditions:
  - (i) the Professional Services are carried out pursuant to a legally-binding contract between the Owner and the consultancy firm engaged to carry out such Professional Services;
  - (ii) the Professional Services are carried out within one (1) year from the date of submission of the Application by the Owner to BCA.

#### **5. DISBURSEMENT OF GRANTS**

- 5.1. BCA shall have sole and absolute discretion to determine whether disbursements under the First Tranche and/or Second Tranche of the Grant are to be paid out to the Owner.

- 5.2. The Owner shall only be eligible for disbursements under the First Tranche of the Grant upon the satisfaction of the following conditions:
- (i) the Owner submits the First Tranche Application after receiving the Letter of Acceptance from BCA and after commencement of Energy Improvement Works;
  - (ii) the First Tranche Application only contains claims for Actual Qualifying Costs already incurred by the Owner;
  - (iii) the First Tranche Application consists of the following documents/written information:
    - a. GMIS-EB 2.0 First Tranche Application Form;
    - b. summary of payments made by the Owner in respect of the Actual Qualifying Costs incurred by the Owner prior to the First Tranche Application;
    - c. proof that the Actual Qualifying Costs mentioned in paragraph b. above had been incurred by the Owner (i.e. certified true copy invoices and signed payment receipts issued by the vendor/supplier);
    - d. a copy of the Green Mark application form in relation to the Development which has been endorsed by BCA; and
    - e. a copy of the Owner's details as approved under [www.vendors.gov.sg](http://www.vendors.gov.sg) which shall include the following details:
      - Vendor Name
      - Vendor ID
      - Bank Account Details
  - (iv) the Owner submits such other documents/written information as requested for by BCA.
- 5.3. The Owner shall only be eligible for disbursements under the Second Tranche of the Grant upon the satisfaction of the following conditions:
- (i) the Owner submits the Second Tranche Application after the completion of the Energy Improvement Works and in any case no later than the Completion Date;
  - (ii) the Development has achieved and completed the Green Mark certification and verification, where applicable;
  - (iii) the Second Tranche Application only contains claims for Actual Qualifying Costs already incurred by the Owner and which have not already been paid out in the First Tranche; and
  - (iv) the Second Tranche Application consists of the following documents/written information:
    - a. GMIS-EB 2.0 Second Tranche Application Form;
    - b. the Retrofit Report;
    - c. logged energy consumption data of all Energy Improvement Works for a minimal period of 2 weeks once the Energy Improvement Works have completed and the operation of the Development has stabilised (i.e. systems (e.g. chiller plant operations) are stabilized and optimized and building occupancy >60%);
    - d. summary of payments made by the Owner in respect of the Actual Qualifying Costs incurred by the Owner after the submission of the First Tranche Application and prior to the Second Tranche Application;
    - e. proof that the Actual Qualifying Costs mentioned in paragraph d. above had been incurred by the Owner (i.e. certified true copy invoices and signed payment receipts issued by the vendor/supplier); and
    - f. the Green Mark Letter of Award and Letter of Clearance.
  - (v) the Owner submits such other documents/written information as requested for by BCA.

- 5.4. BCA reserves the right to withhold the disbursement under the First Tranche or the Second Tranche if any of the conditions under Clause 5.2 or Clause 5.3 is not satisfied. In the event BCA exercises its right to withhold disbursement to the Owner under the First Tranche and/or the Second Tranche pursuant to this Clause 5.4 or elsewhere in these T&Cs and notwithstanding anything to the contrary contained herein, BCA shall not be held liable to the Owner under any circumstance whatsoever and howsoever arising.
- 5.5. If the Actual Grant Amount is less than the First Tranche already disbursed, the Owner:-
- (a) shall not be entitled to any disbursement under the Second Tranche; and
  - (b) shall pay to BCA the difference between the First Tranche and the Actual Grant Amount forthwith upon written demand as a debt within 3 months from the written notification.
- 5.6 Any amount incurred as a result of any transaction between the Owner and its related party/parties (as defined under the Financial Reporting Standard 24 (FRS 24) published by the Accounting Standards Council located at Annex 4 hereto) will not be considered as Actual Qualifying Costs and are not eligible as claims under the First Tranche Application or the Second Tranche Application, unless explicitly pre-approved by BCA.

## **6. LIMITATION OF LIABILITY**

- 6.1. To the extent permitted under law, BCA and its directors, servants, agents, employees and authorized representatives shall not be liable for any and all direct and indirect loss, damage or claims arising from or in relation to the Agreement, including but not limited to the Letter of Acceptance.
- 6.2. To the extent permitted under law, BCA and its directors, servants, agents, employees and authorized representatives shall not be liable for any damage that arises from or relates to the Project or properties in the vicinity of the Project in the course of performing the Agreement.
- 6.3. The Owner shall fully indemnify, defend and hold harmless BCA and its directors, servants, agents, employees and authorized representatives from any loss, damage, costs or expenses (including legal costs on an indemnity basis) incurred or to be incurred by BCA and its directors, servants, agents, employees and authorized representatives by any third parties arising from or relating to the Agreement.

## **7. TERMINATION**

- 7.1. Without prejudice to its rights under common law, BCA may, without any compensation to the Owner, terminate the Agreement and shall be under no obligation to make further payments which would otherwise be paid by giving the Owner a written Notice of termination, if:
- (h) the Owner submits information and/or documents which are false, forged, fraudulent, misleading or reasonably suspected by BCA to be false, forged, fraudulent or misleading;
  - (i) the Owner fails to comply with any terms and conditions of the Agreement, including any terms and conditions in these T&Cs, and the Owner fails to rectify the non-compliance within fourteen (14) days from the date of a written Notice of such non-compliance issued by BCA to the Owner in respect of the non-compliance; or
  - (j) an Insolvency Event occurs in respect of the Owner, or BCA becomes aware that an Insolvency Event may occur in respect of the Owner.
- 7.2. In the event of termination of the Agreement pursuant to Clause 7.1 above, BCA shall be entitled to recover from the Owner part or all the monies that have been disbursed to the Owner pursuant to this Agreement.



- 7.3. Save as expressly provided for to the contrary, a termination of the Agreement will be without prejudice to the accrued rights, obligations and liabilities of BCA and the Owner under the Agreement.
- 7.4. Regardless of termination, discharge or expiry of the Agreement, the rights and obligations of BCA and the Owner under the Agreement which by their context, intent and meaning would reasonably be expected to survive the termination, discharge or expiry of the Agreement or any part thereof, shall so survive, including but not limited to Clauses 8 and 11.

## **8. DISPUTE RESOLUTION**

- 8.1. In the event of a dispute arising from or in relation to the Agreement, Parties shall attempt in good faith to settle the dispute through mutual discussion within fourteen (14) days from the date of commencement of such mutual discussion or any other timeframe as may be agreed by the Parties. If the dispute remains unresolved within:

- (i) fourteen (14) days from the date of commencement of such mutual discussion; or
- (ii) any other timeframe as may be agreed by the Parties,

whichever is the latest, the Parties shall discuss the dispute with the senior management of BCA and use all reasonable endeavours to resolve the dispute:

- (i) within a further fourteen (14) days from the meeting with the senior management; or
- (ii) within any other timeframe as may be agreed by the relevant Parties; or
- (iii) if for whatever reason the meeting is not conducted within thirty (30) days from a Party's request to meet,

whichever is the latest.

- 8.2. In the event of a failure to resolve the dispute in accordance with Clause 8.1, the relevant Parties shall make reasonable efforts to resolve the dispute by mediation in accordance with the mediation procedure for the time being in force, of the Singapore Mediation Centre. One mediator shall be appointed by the Singapore Mediation Centre to facilitate the mediation. A Party who receives a notice for mediation from the other Party shall consent to and participate in the mediation in good faith in accordance with this Clause. The relevant Parties undertake to abide by the terms of any settlement reached at the mediation. The Parties hereby agree that there will be a minimum of one (1) full-day mediation session. Failure to comply with this Clause shall be deemed to be a breach of the Agreement.
- 8.3. If the dispute is not resolved by mediation under Clause 8.2 within sixty (60) days (or any other timeframe as may be agreed by the Parties) from the initiation of that mediation, the Parties irrevocably agree to refer the dispute to and have the dispute finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference. The venue and seat of arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator and the language of the arbitration shall be English.

## **9. NO WAIVER**

- 9.1. Any failure to exercise, or any delay in exercising, by BCA of any right or remedy under the Agreement shall not operate as a waiver of such right or remedy.

## **10. RELATIONSHIP**

- 10.1. Nothing in the Agreement shall be construed as to create a partnership or joint venture of any kind between the Parties.

## **11. CONFIDENTIALITY**

- 11.1. Each of the Parties shall at all times keep confidential (and procure that its respective representatives and nominees keep confidential) any confidential information in relation to the Incentive Scheme or to the other Party and its business and affairs which it or they may acquire in the performance of the Agreement and shall not use or disclose such confidential information except with the prior written consent of the other Party.
- 11.2. The provision of Clause 11.1 shall not apply in respect of: (a) any disclosure required by any law, regulation, order or directive of any governmental or regulatory body or court of competent jurisdiction in Singapore or elsewhere (including any recognized stock exchange); (b) any information disclosed by a Party to its representative or nominee for the purpose of the Agreement; (c) any information which comes into the public domain otherwise than by a breach of Clause 11.1 by a Party; (d) any information which is developed by a Party independently of the confidential information disclosed by the other Party; or (e) any disclosure to a Party's financial or legal advisors.

## **12. WHOLE AGREEMENT**

- 12.1. The Agreement sets forth the entire agreement and understanding between the Parties in respect of the subject matter hereof.
- 12.2. The Owner acknowledges that it has not been induced to enter into the Agreement by any representation, warranty or undertaking not expressly incorporated into the Agreement.

## **13. VARIATION**

- 13.1. In the event any of the Parties seeks to vary the terms of the Agreement, the Parties must be in agreement regarding the variation, and no such variation of the Agreement shall be effective unless such variation is agreed to in writing and signed by all Parties.

## **14. ASSIGNMENT**

- 14.1. The Owner shall not, without BCA's prior written consent, assign or otherwise transfer to any other party its rights, benefits and/or obligations under the Agreement.

## **15. THIRD-PARTY RIGHTS**

- 15.1. A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce or enjoy the benefit of any term of the Agreement.

## **16. NOTICES**

- 16.1. Any notice or other communication in connection with this Deed (each, a "**Notice**") shall be:
- (i) in writing;
  - (ii) if applicable, legible; and
  - (iii) delivered by e-mail, hand, fax, pre-paid registered post or courier in accordance with this Clause 16.
- 16.2. A Notice to the Owner shall be sent to the address or e-mail address provided by the Owner under the "Project Team Details" section of the Application, or such other person or address as the Owner may notify in writing to BCA from time to time.

- 16.3. A Notice to BCA shall be sent to the following address or e-mail address, or such other person or address as BCA may notify in writing to the Parties from time to time:

**BUILDING AND CONSTRUCTION AUTHORITY**

Address: 52 Jurong Gateway Road  
#11-01, Singapore 608550 (Above JEM)  
E-mail: Jolene\_CHONG@bca.gov.sg and Giselle\_SEOW@bca.gov.sg  
Attention: Administrator (Ms Jolene Chong/Ms Giselle Seow)  
Green Mark Incentive Scheme for Existing Buildings 2.0  
Environmental Sustainability Group - Green Building Policy Department

- 16.4. A Notice delivered in accordance with this Clause 16 shall be effective upon receipt and shall be deemed to have been received:

- (i) 2 days after posting, if delivered by pre-paid registered post;
- (ii) at the time of delivery, if delivered by hand or courier;
- (iii) at the time when receipt is confirmed, if delivered by fax to the specified fax number; or
- (iv) at the time of transmission, if delivered by e-mail before 6pm on any Business Day, and on the following Business Day if sent after 6pm on any Business Day.

**17. SEVERANCE**

- 17.1. A court or administrative body of competent jurisdiction's determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement, which shall remain in full force and effect. The Parties agree to substitute any invalid or unenforceable provision with a valid and enforceable provision which achieves similar effect as the invalid or unenforceable provision.

**18. GOVERNING LAW**

- 18.1. The Agreement is governed by and shall be construed in accordance with the laws of Singapore.

## ANNEX 1

### Eligible Equipment

S/N	Examples
1	Energy Efficient Lighting (e.g. LED)
2	High Energy Efficient Chillers
3	Chilled Water Pumps
4	Condenser Water Pumps
5	Cooling Towers
6	Chiller Plant Energy Optimization System
7	Chiller Auto Condenser Tube Cleaning System
8	Building Automation System (BAS)
9	Variable Speed Drives (VSD)
10	Air-conditioning Systems using Alternative Cooling Technologies (e.g. evaporative cooling)
11	Unitary Air-Conditioning System (e.g. 5-ticks VRV/VRF)
12	Efficient Air Handling Units (AHU) and Fan Coil Units (FCU)
13	CO2 Sensors for AHU System
14	CO Sensors for Carpark Ventilation Control System
15	Photo Sensors
16	Motion Sensors
17	Heat Pipe & Energy Recovery Wheel
18	Energy Efficient Lifts and Escalators
19	Regenerative Drives for Lifts
20	On-site Photovoltaics (PV) or other renewable energy sources

*Note: Equipment not in the above list will be subject to review and approval from BCA.*

## ANNEX 2

**Table 1 – Co-funding Rate per Project**

<b>(a) Qualifying Criteria</b>	<b>(b) Funding Factor</b>	<b>(c) Funding Cap</b>
Green Mark Platinum	\$25/tCO <sub>2e</sub>	\$600,000 or up to 50% of qualifying cost, whichever is lower
Green Mark (Super Low Energy)	\$35/tCO <sub>2e</sub>	\$900,000 or up to 50% of qualifying cost, whichever is lower
Green Mark (Zero Energy)	\$45/tCO <sub>2e</sub>	\$1,200,000 or up to 50% of qualifying cost, whichever is lower

### ANNEX 3

#### Computation of Maximum Grant Amount

**Example:**

An office building, with a Gross Floor Area of 18,000 sqm, targets to achieve **Green Mark SLE** certification by retrofitting the following equipment:

Proposed Measure 1: Replacement of 2nos. of 400RT Chiller Plant System, Estimated Qualifying Cost \$1,800,000

Proposed Measure 2: Replacement of 23nos. of AHUs with VSD, Estimated Qualifying Cost \$1,400,000

Proposed Measure 3: Replacement to LED Lightings, Estimated Qualifying Cost \$70,000

**Calculation of Maximum Grant Amount:**

Based on scheme guidelines, the following applies for this project:

- Funding factor: \$35 / tonne
- Funding cap: \$900,000 or up to 50% of qualifying cost, whichever is lower

	A	B	C	D
Measures	Baseline Energy Consumption/yr based on energy audit (kwh/yr)	Estimated Energy Consumption/yr (kwh/yr)	Estimated Energy Savings/yr (kwh/yr) [A – B]	Estimated Carbon Abated/yr (tonnesCO <sub>2</sub> e/yr) [C x 0.408*/1000]
1: Replacement of Chiller Plant	992,342	439,426	552,916	225.59
2: Replacement of AHU	839,098	225,908	613,190	250.18
3: Replacement of Lightings	53,453	5,880	47,574	19.41
*Using 0.408 kgCO <sub>2</sub> e/kWh as the conversion factor (CF) for this scheme on the average CO <sub>2</sub> emissions abated per kWh of electricity saved.			<b>Total Carbon Abated/yr (tonnesCO<sub>2</sub>e/yr)</b>	495.18

$$\begin{aligned}
 \text{Estimated Grant Amount from Estimated Carbon Abated} &= \text{Sum of Estimated Carbon Abated for All Measures} \times \text{Funding Factor} \times \text{Equipment Useful Lifespan} \\
 &= 495.18 \text{ tonnesCO}_2\text{e/yr} \times \$35/\text{tonnes} \times 15\text{yrs} \\
 &= \$259,969.50
 \end{aligned}$$

$$\begin{aligned}
 \text{Total Estimated Qualifying Cost} &= \$1,800,000 + \$1,400,000 + \$70,000 = \$3,270,000
 \end{aligned}$$

$$\begin{aligned}
 50\% \text{ of total Estimated Qualifying Cost} &= \$1,635,000
 \end{aligned}$$

$$\begin{aligned}
 \text{Maximum Grant Amount} &= (\text{Estimated Grant Amount from Estimated Carbon Abated}) \text{ or } (50\% \text{ of total Estimated Qualifying Cost}) \text{ or } (\text{Funding Cap of } \$900,000), \text{ whichever is lowest} \\
 &= \mathbf{\$259,969.50}
 \end{aligned}$$

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**FINANCIAL  
REPORTING STANDARD**

**FRS 24**

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## **Related Party Disclosures**

This Standard is applicable for annual reporting period beginning on  
1 January 2022.

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## FRS 24

Financial Reporting Standard 24 *Related Party Disclosures* (FRS 24) is set out in paragraphs 1–29 and the Appendix. All of the paragraphs have equal authority. FRS 24 should be read in the context of its objective, the *Preface to Financial Reporting Standards* and the *Conceptual Framework for Financial Reporting*. FRS 8 *Accounting Policies, Changes in Accounting Estimates and Errors* provides a basis for selecting and applying accounting policies in the absence of explicit guidance.

The revised Standard was issued in January 2010. It supersedes FRS 24 (as revised in 2004).

# Financial Reporting Standard 24

## *Related Party Disclosures*

### Objective

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- 1 The objective of this Standard is to ensure that an entity's financial statements contain the disclosures necessary to draw attention to the possibility that its financial position and profit or loss may have been affected by the existence of related parties and by transactions and outstanding balances, including commitments, with such parties.

### Scope

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- 2 **This Standard shall be applied in:**
- (a) **identifying related party relationships and transactions;**
  - (b) **identifying outstanding balances, including commitments, between an entity and its related parties;**
  - (c) **identifying the circumstances in which disclosure of the items in (a) and (b) is required; and**
  - (d) **determining the disclosures to be made about those items.**
- 3 **This Standard requires disclosure of related party relationships, transactions and outstanding balances, including commitments, in the consolidated and separate financial statements of a parent or investors with joint control of, or significant influence over, an investee presented in accordance with FRS 110 *Consolidated Financial Statements* or FRS 27 *Separate Financial Statements*. This Standard also applies to individual financial statements.**
- 4 Related party transactions and outstanding balances with other entities in a group are disclosed in an entity's financial statements. Intragroup related party transactions and outstanding balances are eliminated, except for those between an investment entity and its subsidiaries measured at fair value through profit or loss, in the preparation of consolidated financial statements of the group.

### Purpose of related party disclosures

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- 5 Related party relationships are a normal feature of commerce and business. For example, entities frequently carry on parts of their activities through subsidiaries, joint ventures and associates. In those circumstances, the entity has the ability to affect the financial and operating policies of the investee through the presence of control, joint control or significant influence.
- 6 A related party relationship could have an effect on the profit or loss and financial position of an entity. Related parties may enter into transactions that unrelated parties would not. For example, an entity that sells goods to its parent at cost might not sell on those terms to another customer. Also, transactions between related parties may not be made at the same amounts as between unrelated parties.
- 7 The profit or loss and financial position of an entity may be affected by a related party relationship even if related party transactions do not occur. The mere existence of the relationship may be sufficient to affect the transactions of the entity with other parties. For example, a subsidiary may terminate relations with a trading partner on acquisition by the parent of a fellow subsidiary engaged in the same activity as the former trading partner. Alternatively, one party may refrain from acting because of the significant influence of

another—for example, a subsidiary may be instructed by its parent not to engage in research and development.

- 8 For these reasons, knowledge of an entity's transactions, outstanding balances, including commitments, and relationships with related parties may affect assessments of its operations by users of financial statements, including assessments of the risks and opportunities facing the entity.

## Definitions

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- 9 The following terms are used in this Standard with the meanings specified:

**A *related party* is a person or entity that is related to the entity that is preparing its financial statements (in this Standard referred to as the 'reporting entity').**

- (a) A person or a close member of that person's family is related to a reporting entity if that person:
- (i) has control or joint control of the reporting entity;
  - (ii) has significant influence over the reporting entity; or
  - (iii) is a member of the key management personnel of the reporting entity or of a parent of the reporting entity.
- (b) An entity is related to a reporting entity if any of the following conditions applies:
- (i) The entity and the reporting entity are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others).
  - (ii) One entity is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity is a member).
  - (iii) Both entities are joint ventures of the same third party.
  - (iv) One entity is a joint venture of a third entity and the other entity is an associate of the third entity.
  - (v) The entity is a post-employment benefit plan for the benefit of employees of either the reporting entity or an entity related to the reporting entity. If the reporting entity is itself such a plan, the sponsoring employers are also related to the reporting entity.
  - (vi) The entity is controlled or jointly controlled by a person identified in (a).
  - (vii) A person identified in (a)(i) has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity).
  - (viii) The entity, or any member of a group of which it is a part, provides key management personnel services to the reporting entity or to the parent of the reporting entity.

**A *related party transaction* is a transfer of resources, services or obligations between a reporting entity and a related party, regardless of whether a price is charged.**

**Close members of the family of a person** are those family members who may be expected to influence, or be influenced by, that person in their dealings with the entity and include:

- (a) that person's children and spouse or domestic partner;
- (b) children of that person's spouse or domestic partner; and
- (c) dependants of that person or that person's spouse or domestic partner.

**Compensation** includes all employee benefits (as defined in FRS 19 *Employee Benefits*) including employee benefits to which FRS 102 *Share-based Payment* applies. Employee benefits are all forms of consideration paid, payable or provided by the entity, or on behalf of the entity, in exchange for services rendered to the entity. It also includes such consideration paid on behalf of a parent of the entity in respect of the entity. Compensation includes:

- (a) short-term employee benefits, such as wages, salaries and social security contributions, paid annual leave and paid sick leave, profit-sharing and bonuses (if payable within twelve months of the end of the period) and non-monetary benefits (such as medical care, housing, cars and free or subsidised goods or services) for current employees;
- (b) post-employment benefits such as pensions, other retirement benefits, post-employment life insurance and post-employment medical care;
- (c) other long-term employee benefits, including long-service leave or sabbatical leave, jubilee or other long-service benefits, long-term disability benefits and, if they are not payable wholly within twelve months after the end of the period, profit-sharing, bonuses and deferred compensation;
- (d) termination benefits; and
- (e) share-based payment.

**Key management personnel** are those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including any director (whether executive or otherwise) of that entity.

**Government** refers to government, government agencies and similar bodies whether local, national or international.

A **government-related entity** is an entity that is controlled, jointly controlled or significantly influenced by a government.

The terms 'control' and 'investment entity', 'joint control' and 'significant influence' are defined in FRS 110, FRS 111 *Joint Arrangements* and FRS 28 *Investments in Associates and Joint Ventures* respectively and are used in this Standard with the meanings specified in those FRSs.

- 10 In considering each possible related party relationship, attention is directed to the substance of the relationship and not merely the legal form.
- 11 In the context of this Standard, the following are not related parties:
- (a) two entities simply because they have a director or other member of key management personnel in common or because a member of key management personnel of one entity has significant influence over the other entity.
  - (b) two joint venturers simply because they share joint control of a joint venture.

- (c) (i) providers of finance,
- (ii) trade unions,
- (iii) public utilities, and
- (iv) departments and agencies of a government that does not control, jointly control or significant influence the reporting entity,

simply by virtue of their normal dealings with an entity (even though they may affect the freedom of action of an entity or participate in its decision-making process).

- (d) a customer, supplier, franchisor, distributor or general agent with whom an entity transacts a significant volume of business, simply by virtue of the resulting economic dependence.
- 12 In the definition of a related party, an associate includes subsidiaries of the associate and a joint venture includes subsidiaries of the joint venture. Therefore, for example, an associate's subsidiary and the investor that has significant influence over the associate are related to each other.

## Disclosures

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### All entities

- 13 **Relationships between a parent and its subsidiaries shall be disclosed irrespective of whether there have been transactions between them. An entity shall disclose the name of its parent and, if different, the ultimate controlling party. If neither the entity's parent nor the ultimate controlling party produces consolidated financial statements available for public use, the name of the next most senior parent that does so shall also be disclosed.**
- 14 To enable users of financial statements to form a view about the effects of related party relationships on an entity, it is appropriate to disclose the related party relationship when control exists, irrespective of whether there have been transactions between the related parties.
- 15 The requirement to disclose related party relationships between a parent and its subsidiaries is in addition to the disclosure requirements in FRS 27 and FRS 112 *Disclosure of Interests in Other Entities*.
- 16 Paragraph 13 refers to the next most senior parent. This is the first parent in the group above the immediate parent that produces consolidated financial statements available for public use.
- 17 **An entity shall disclose key management personnel compensation in total and for each of the following categories:**
- (a) short-term employee benefits;
  - (b) post-employment benefits;
  - (c) other long-term benefits;
  - (d) termination benefits; and
  - (e) share-based payment.

- 17A** If an entity obtains key management personnel services from another entity (the 'management entity'), the entity is not required to apply the requirements in paragraph 17 to the compensation paid or payable by the management entity to the management entity's employees or directors.
- 18** If an entity has had related party transactions during the periods covered by the financial statements, it shall disclose the nature of the related party relationship as well as information about those transactions and outstanding balances, including commitments, necessary for users to understand the potential effect of the relationship on the financial statements. These disclosure requirements are in addition to those in paragraph 17. At a minimum, disclosures shall include:
- (a)** the amount of the transactions;
  - (b)** the amount of outstanding balances, including commitments, and:
    - (i)** their terms and conditions, including whether they are secured, and the nature of the consideration to be provided in settlement; and
    - (ii)** details of any guarantees given or received;
  - (c)** provisions for doubtful debts related to the amount of outstanding balances; and
  - (d)** the expense recognised during the period in respect of bad or doubtful debts due from related parties.
- 18A** Amounts incurred by the entity for the provision of key management personnel services that are provided by a separate management entity shall be disclosed.
- 19** The disclosures required by paragraph 18 shall be made separately for each of the following categories:
- (a)** the parent;
  - (b)** entities with joint control of, or significant influence over, the entity;
  - (c)** subsidiaries;
  - (d)** associates;
  - (e)** joint ventures in which the entity is a joint venturer;
  - (f)** key management personnel of the entity or its parent; and
  - (g)** other related parties.
- 20** The classification of amounts payable to, and receivable from, related parties in the different categories as required in paragraph 19 is an extension of the disclosure requirement in FRS 1 *Presentation of Financial Statements* for information to be presented either in the statement of financial position or in the notes. The categories are extended to provide a more comprehensive analysis of related party balances and apply to related party transactions.
- 21** The following are examples of transactions that are disclosed if they are with a related party:
- (a)** purchases or sales of goods (finished or unfinished);
  - (b)** purchases or sales of property and other assets;
  - (c)** rendering or receiving of services;

- (d) leases;
  - (e) transfers of research and development;
  - (f) transfers under licence agreements;
  - (g) transfers under finance arrangements (including loans and equity contributions in cash or in kind);
  - (h) provision of guarantees or collateral;
  - (i) commitments to do something if a particular event occurs or does not occur in the future, including executory contracts<sup>1</sup> (recognised and unrecognised); and
  - (j) settlement of liabilities on behalf of the entity or by the entity on behalf of that related party.
- 22 Participation by a parent or subsidiary in a defined benefit plan that shares risks between group entities is a transaction between related parties (see paragraph 42 of FRS 19 (as amended in 2011)).
- 23 Disclosures that related party transactions were made on terms equivalent to those that prevail in arm's length transactions are made only if such terms can be substantiated.
- 24 Items of a similar nature may be disclosed in aggregate except when separate disclosure is necessary for an understanding of the effects of related party transactions on the financial statements of the entity.**

## **Government-related entities**

- 25 A reporting entity is exempt from the disclosure requirements of paragraph 18 in relation to related party transactions and outstanding balances, including commitments, with:**
- (a) a government that has joint control of, or significant influence over, the reporting entity; and
  - (b) another entity that is a related party because the same government has control or joint control of, or significant influence over, both the reporting entity and the other entity.
- 26 If a reporting entity applies the exemption in paragraph 25, it shall disclose the following about the transactions and related outstanding balances referred to in paragraph 25:**
- (a) the name of the government and the nature of its relationship with the reporting entity (ie control, joint control or significant influence);
  - (b) the following information in sufficient detail to enable users of the entity's financial statements to understand the effect of related party transactions on its financial statements:
    - (i) the nature and amount of each individually significant transaction; and

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<sup>1</sup> FRS 37 *Provisions, Contingent Liabilities and Contingent Assets* defines executory contracts as contracts under which neither party has performed any of its obligations or both parties have partially performed their obligations to an equal extent.

- (ii) **for other transactions that are collectively, but not individually, significant, a qualitative or quantitative indication of their extent. Types of transactions include those listed in paragraph 21.**

- 27 In using its judgement to determine the level of detail to be disclosed in accordance with the requirements in paragraph 26(b), the reporting entity shall consider the closeness of the related party relationship and other factors relevant in establishing the level of significance of the transaction such as whether it is:
- (a) significant in terms of size;
  - (b) carried out on non-market terms;
  - (c) outside normal day-to-day business operations, such as the purchase and sale of businesses;
  - (d) disclosed to regulatory or supervisory authorities;
  - (e) reported to senior management;
  - (f) subject to shareholder approval.

## **Effective date and transition**

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- 28 An entity shall apply this Standard retrospectively for annual periods beginning on or after 1 January 2011. Earlier application is permitted, either of the whole Standard or of the partial exemption in paragraphs 25–27 for government-related entities. If an entity applies either the whole Standard or that partial exemption for a period beginning before 1 January 2011, it shall disclose that fact.
- 28A FRS 110, FRS 111 *Joint Arrangements* and FRS 112, issued in September 2011, amended paragraphs 3, 9, 11(b), 15, 19(b) and (e) and 25. An entity shall apply those amendments when it applies FRS 110, FRS 111 and FRS 112.
- 28B *Investment Entities* (Amendments to FRS 110, FRS 112 and FRS 27), issued in January 2013, amended paragraphs 4 and 9. An entity shall apply those amendments for annual periods beginning on or after 1 January 2014. Earlier application of *Investment Entities* is permitted. If an entity applies those amendments earlier it shall also apply all amendments included in *Investment Entities* at the same time.
- 28C *Improvements to FRSs*, issued in January 2014, amended paragraph 9 and added paragraphs 17A and 18A. An entity shall apply that amendment for annual periods beginning on or after 1 July 2014. Earlier application is permitted. If an entity applies that amendment for an earlier period it shall disclose that fact.

## **Withdrawal of FRS 24 (2004)**

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- 29 This Standard supersedes FRS 24 *Related Party Disclosures* (as revised in 2004).



## **Appendix**

### **Amendment to FRS 108 *Operating Segments***

*This amendment contained in this appendix when this Standard was issued in 2010 has been incorporated into FRS 108 as published in this volume.*

## **Table of Concordance**

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This table shows how the contents of the superseded version of FRS 24 and the revised version of FRS 24 correspond. Paragraphs are treated as corresponding if they broadly address the same matter even though the guidance may differ.

<b>Superseded FRS 24 paragraph</b>	<b>Revised FRS 24 paragraph</b>
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
None	12
12	13
13	14
14	15
15	16
16	17
17	18
18	19
19	20
20	21
20	22
21	23
22	24
None	25
None	26
None	27
23	28
23A	None
24	29