**REQUEST FOR PROPOSAL**

**CALL FOR PARTNERSHIP(S) WITH COMMUNITY PARTNERS FOR YOUTH CORPS LEADERS PROGRAMME INITIATIVE**

Youth Corps Singapore (YCS), a division under the National Youth Council (NYC), is seeking to partner with Community Organisations with an interest in youth development to design, scope and implement service-learning projects in the community as part of the Youth Corps Leaders Programme initiative. These community needs should be suitable for youths and in areas that the community organisation is seeking to address or under current programme pipeline. Youth Corps Singapore would recruit youth volunteers to work with the Community Partner to address these needs. Funding support on a co-funding basis would be provided to develop these youths and address the community needs.

1. **INTRODUCTION**

1.1 YCS was launched in 2014 to champion youth volunteerism in Singapore and nurture active youth citizenry by empowering youths who are keen to contribute to the community.

1.2 YCS programmes are grounded in service-learning to provide youths an immersive and transformative learning experience through meaningful community service.

1. **OBJECTIVES** 
   1. YCS is seeking to engage and collaborate with interested Community Organisations to create a movement of young people to ignite positive change through community development projects.
   2. YCS provides breadth and depth of volunteering opportunities for youths through various programmes, such as the Youth Corps Leaders Programme and other community service events.
   3. The Youth Corps Leaders Programme aims to develop youth leaders to be a rallying force in galvanising their peers to serve the community. The 6-months programme (equivalent to one cohort) targets youth leaders aged 17 to 25 years in Institutes of Higher Learning (IHLs). The programme provides training and mentorship to facilitate youth development and equip them with skills to lead community projects for a caring and cohesive society.
2. **SCOPE OF SERVICES AND DELIVERABLES**
   1. Interested organisations may submit proposals for **Youth Corps Leaders Programme** (Refer to Annex A for Proposal Template):
   2. Interested organisations will be required to identify community needs in areas under the community organisation’s purview or as part of the community organisation’s current programme pipeline. These identified community needs will inform the community organisation’s approach to designing and scoping meaningful local service-learning projects aligned with Youth Corps Singapore 5D pedagogy (Refer to attached Annex B).
3. For Past Youth Corps Singapore’s Community Partners

* To design and scope minimum two (2) service-learning projects per cohort up to 3 consecutive cohorts; or
* To design and scope minimum two (2) service-learning projects for 1 cohort.

For service-learning projects from existing or past cohorts, projects should include either an enhancement of previous projects or a different target audience, with opportunities for the youths to apply the 5D pedagogy.

1. For New Community Partners:

* To design and scope minimum two (2) service-learning projects for 1 cohort.
  1. The community organisation is to ensure the scale of each project is scoped appropriately for a team of maximum 10 youth volunteers for 6 months. Ensure that the nature of the project includes effective application of service-learning pedagogy to facilitate learning and reflection by Youth Corps Aspirants.
  2. The community organisation is to ensure that the nature of the project includes effective application of service-learning pedagogy to facilitate learning and reflection by Youth Corps Aspirants.
  3. The community organisation is to assign a dedicated staff of at least three years of experience in youth development to oversee Youth Corps projects and Youth Corps Aspirants, including but not limited to provision of technical knowledge or resource person on community needs, project guidance and project mentorship to Youth Corps Aspirants throughout the project. The assigned staff can take on the role of either:

1. Project Mentor AND Functional Specialist or
2. Functional Specialist only

For avoidance of doubt, please refer to Annex C for the outline of role differentiation between a Project Mentor and Functional Specialist. All interested organisations are to indicate clearly in the proposal the role undertaken by the assigned dedicated staff for every service-learning project submitted.

* 1. Provide and monitor relevant information and indicators for project impact and youth development evaluation.
  2. Interested organisations can partner other local community organisations to value-add to their proposals. Such partnerships can be in the form of joint identification of critical community needs or joint implementation of Youth Corps projects, to provide a meaningful and positive volunteering experience for Youth Corps Aspirants, among others.
  3. Selected community partners are expected to collaborate with Youth Corps training providers to ensure alignment with and consistency in training and knowledge application.
  4. Youth Corps local service-learning projects should focus on these areas:

|  |  |
| --- | --- |
| **Social Inclusion** | **Sustainability** |
| Children & Family  (e.g. Developing literacy programmes for children from less privileged families, creating family bonding activities for families of the incarcerated to promote cohesion) | Environment  (e.g. Reducing carbon footprint among the community or companies or raising awareness of environmental issues, among others) |
| Special Needs  (e.g. Improving the quality of life for the special needs community) | Social  (e.g. Developing a programme to promote social cohesion among the youths from different socio-economic background, developing heritage trails to engage the community) |
| Elderly  (e.g. Encouraging exercise and inculcating healthy eating habits for elderly living in rental flats to promote healthy lifestyle and social cohesion, conducting digital literacy programmes to promote social cohesion and interaction among elderly) |  |
| Youths  (e.g. Developing suitable programmes to engage and empower youth-at-risk) |  |

**4 DURATION OF APPOINTMENT**

4.1 The duration of appointment for new community partner is 12 months for 1 Cohort, or a period of up to 36 months (the equivalent of up to 3 cohorts) for existing community partners with proven track record, upon the signing of an agreement between National Youth Council and the selected Community Partner.

**5 BRANDING AND PUBLICITY**

5.1 All projects shall be branded as Youth Corps Leaders Programme.

5.2 All YCS Aspirants and members are to wear Youth Corps Singapore attire during the Youth Corps Leaders Programme service-learning project at the Community Organisations.

5.3 Appointed organisation is to acknowledge YCS’s support in all media and publicity related materials associated with the approved project.

5.4 Appointed organisation is to adhere to the publicity guidelines provided.

1. **ELIGIBILITY CRITERIA**
   1. Only organisations registered in Singapore with Accounting and Corporate Regulatory Authority or Registrar of Societies are eligible to participate in this RFP. Additionally, organisations with either of the following status are also preferred:
      1. Institutions of a Public Character (IPCs) or Charity status; or
      2. Businesses with a clear social mission.
2. **EVALUATION CRITERIA** 
   1. Proposals for the Youth Corps Leaders Programme will be evaluated against the following criteria:
3. Quality of Proposal for Youth Corps Leaders Programme (50%):
4. Ability to design, scope and deliver[[1]](#footnote-1)local service-learning community projects that:

* Align to Youth Corps Singapore 5D service-learning pedagogy to facilitate positive volunteering experiences and youth/ development outcomes;
* Identify clear local community needs (within the focus areas listed in Clause 3.9);
* Involve utilising local community assets;
* Ensure the solution has considered appropriate resource-planning and manpower allocation required to facilitate project continuity;
* Include direct interaction with beneficiaries (this could include working directly with the beneficiaries or voluntary welfare organisations);

1. Ability to measure projects’ impact to the communities, as well as, youth development in view of service-learning; and
2. Possess strong administrative system and processes to support the design and implementation of Youth Corps projects and mentorship of Youth Corps Aspirants; and
3. Assignment of a dedicated staff with at least 3 years’ experience of youth development to oversee Youth Corps projects and facilitate youth leadership development of the Youth Corps Aspirants;
4. Quality of Youth Development Framework[[2]](#footnote-2) (20%):
5. Develop, guide and manage Youth Corps Aspirants in accordance to Youth Corps Singapore 5D pedagogy inclusive of execution of meaningful and impactful local community projects.
6. It is mandatory for organisations to indicate clearly in the proposal the roles (Project Mentor and Functional Specialist, or Functional Specialist only) undertaken by the assigned dedicated staff for each service-learning project.
7. Good track record that demonstrates (15%):
8. Strong organisational capacities;
9. Strong project management and risk management capabilities;
10. Experience in working with youth volunteers; and
11. Good financial management;
12. Cost reasonableness of proposed budget (15%).
13. **FUNDING SUPPORT**
    1. Funding for the Youth Corps Leaders Programme is on a co-sharing model. The selected Community Partners will be provided a grant, which covers:
       * 1. Overhead Costs – costs related to office rental, utilities, finance, audit fees and administration that are incurred in relation to the partnership with Youth Corps Singapore; and
         2. Project Costs – costs incurred by the Community Partner in relation to the execution of the Youth Corps projects (if any), including manpower (e.g. project mentor, functional specialist, project-related training for Aspirants, and transport)
    2. The Overhead Costs budget shall not exceed 15% of the total sum of Overhead Costs and Project Costs.
    3. The grant will cover **up to 80%** of approved allowable costs and disbursed in 2 - 6 tranches upon fulfilment of deliverables.
14. **REQUIREMENTS FOR PROPOSAL SUBMISSION AND CLOSING DATE**
    1. Interested organisations must submit detailed proposals using the template in Annex A. Formal application shall be made in the following format:
15. One softcopy with numbered pages in Microsoft Word format via email to Ms Sim Jia En, Manager (Programme Architects) at [sim\_jia\_en@nyc.gov.sg](mailto:sim_jia_en@nyc.gov.sg) by **12 July 2019, 4:00pm.**
16. One hardcopy duly signed and endorsed by the appropriate representative of the organisation. It shall be printed double-sided on A4 sized paper and submitted in a sealed envelope by **12 July 2019, 4:00pm** to the address below:

Youth Corps Singapore

The Red Box

113 Somerset Road

Singapore 238165

RFP for Community Partners (Youth Corps Leaders Programme)

Attention: Sim Jia En

* 1. Proposals must effectively address the scope of services and deliverables as indicated in Para 3. Only complete proposals will be considered.
  2. Late submission will not be considered.

1. **RFP BRIEFING SESSION**
   1. Organisations who are interested to respond to the RFP are invited to attend a briefing session on **13 June 2019 from 4:00pm to 6:00pm** at The Red Box, 113 Somerset Road, Singapore 238165.
   2. Please note that only one (1) briefing session will be conducted and each organisation is restricted to a maximum of two (2) attendees.
   3. Organisations who are attending the briefing session are required to register for it by submitting the following details to [sim\_jia\_en@nyc.gov.sg](mailto:sim_jia_en@nyc.gov.sg) (DID: 63977850) **by 12 June 2019**.

|  |  |
| --- | --- |
| Name of Contact Person |  |
| Organisation |  |
| Designation |  |
| Contact Number |  |
| Email |  |

1. **KEY PROGRAMME ENGAGEMENT DATES FOR THE YOUTH CORPS LEADERS PROGRAMME**
   1. Please take note of the following key engagement dates for selected community partners to

|  |  |
| --- | --- |
| **Date** | **Key Programme Engagement Dates** |
| 2nd week of Oct 2019 | Community Partner On-Boarding Session |
| 9 Nov 2019 | Community Partner World Café  Community Partner to present the proposed project and profile of clients/beneficiaries to Aspirant |
| 11 – 15 Dec 2019 | Induction Camp |
| 4, 5 and 11 Jan 2020 | Aspirant Training Workshops |
| Jan – Feb 2020 | Immersion Sessions with Community Partners (Introduction to Community Partner)   * To learn about the Organisation * To learn about clients/beneficiaries |
| Jan – Jun 2020 | Project Implementation (Diagnose, Design, Deliver) |

Annex A

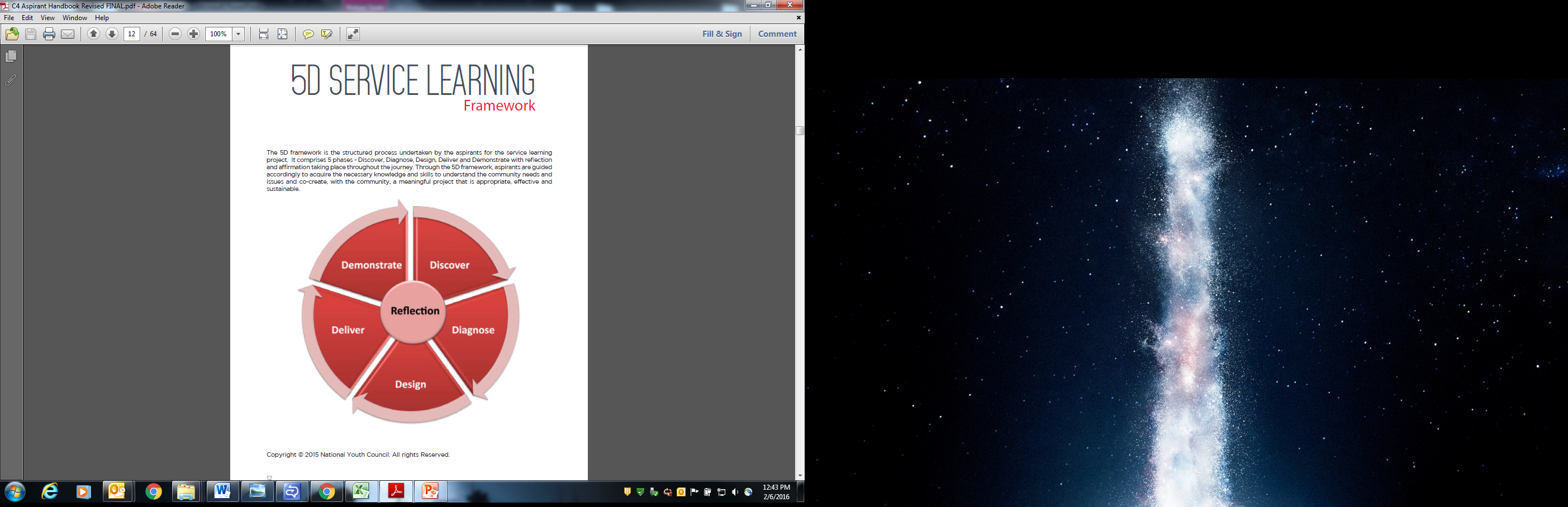
**REQUEST FOR PROPOSAL**

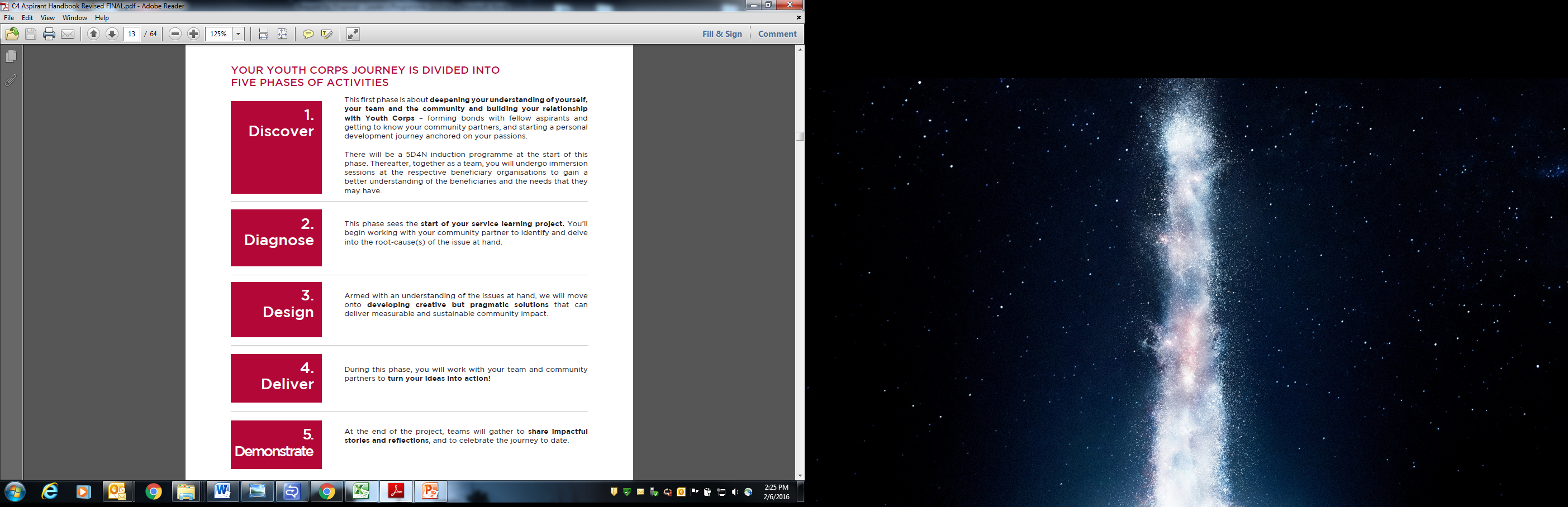
**CALL FOR PARTNERSHIP(S) WITH COMMUNITY PARTNERS TO SUPPORT YOUTH CORPS LEADERS PROGRAMME**

**PROPOSAL TEMPLATE**

|  |
| --- |
| **PROPOSAL** |
| 1. **Organisation Background**    * Vision and mission    * Details of organisational portfolio    * Profile of management team and executive committee or board members    * Staff and volunteer strength (please also include relevant staff resume involved in Youth Corps Leaders Programme)    * Key programmes, outreach and sources of income    * Please attach ACRA Business Profile/ ROS Profile, IPC/ Charity status and last year’s Financial Statement |
| 1. **Track record**  * Details of at least two service–learning projects organised by the Community Organisation |
| 1. **Proposal for Youth Corps Leaders Programme**  * Design and scope **a minimum of two (2)\*** local service-learning community projects per cohort. The project scope should include the following information:   + Brief Summary of project   + Preliminary Community Needs   + Potential Project Opportunities for Youth Corps Aspirants   + Impact Assessment of the Project   + Time period of which Project is Offered   (e.g. Cohort Period is based on the following – Year 1: December 2019 to June 2020; Year 2: December 2020 to June 2021; Year 3: December 2021 to June 2022.)  *\*For new Community Partners, to scope a minimum of 2 projects per Cohort. For Existing Community Partners with proven track record, may scope a minimum of 2 projects per Cohort for up to three years.*   * + Provision of Functional Specialist and Project Mentor; **or** Functional Specialist only; (to include CV of staff and experience in mentoring, if applicable) (Refer to Annex C for role clarification)   + Detail the resources required by Community Partner to carry out scope of work and deliverables (e.g. manpower, space/venues, training on volunteer management when working with clients etc) during project implementation and post-project * Develop, guide and manage Youth Corps Aspirants in the design, development and execution of meaningful and impactful local community projects * Provide detailed plan on managing development of youth leaders (e.g. leadership skills, project management, fund-raising, appreciation of diversity) |
| 1. **Other Value-Add**  * Unique value propositions that differentiates your organisation from others in the market (examples of other service providers and their existing programmes) * Organisation’s expertise in service-learning & facilitation, youth leadership development, project management & volunteer management * Proven track record in facilitating youths to identify community needs or match youths to the community * Possessing good understanding of the causes YCS focuses * Experience in mentoring youths * Possess a ready network of community organisations |
| 1. **Risk Management**  * Highlight possible challenges, and how these can be resolved or mitigated |
| 1. **Project Sustainability**  * To include long-term plans and considerations in providing support for project continuity (e.g. manpower resource planning, volunteer management support, and financial resources) |
| **IMPACT ASSESSMENT** |
| * Evaluate how impact of projects and deliverables will be measured. * Evaluate how Youth Corps Aspirants have effectively developed. * For proposal that is more than 1 year, please include expected impact on the community. |
| **BUDGET** |
| * Total operating budget and required funding using the attached templates (please provide itemised breakdown) |
| **CONTACT DETAILS** |
| Name:  Designation:  E-mail:  Office Address:  Contact Number: |

Annex B





Annex C

The roles and responsibilities of a Project Mentor and Functional Specialist are inclusive of, but not limited to, the functions highlighted below:

**Project Mentor**

* Build positive relationships with aspirants
* Facilitate learning of aspirants through structured reflections and de-brief sessions
* Address issues pertaining to group dynamics and facilitate conflict resolution with aspirants when necessary
* Attend all YCS-initiated training sessions
* Application of training tools to service-learning project
* Ensure well-being and safety of aspirants
* Submission of regular administrative reports to YCS
* Collaborate closely with aspirant team to diagnose, design and deliver service-learning project
* Ensure completion of feedback forms and reflection questions by aspirants
* Determining conferment status of aspirants
* Writing of testimonials for conferred aspirants

**Functional Specialist**

* Be the resource specialist through the provision of technical knowledge and relevant training resources or materials to support the service-learning project and aspirants’ learning
* Work with Mentors to immerse Aspirants prior to the start of their project
* Undertake a risk assessment of the service-learning projects and take all necessary measures to mitigate against any risks identified by the Community Organisation
* Provide support for recruitment of participants in the service-learning project
* Attend service-learning project support sessions to ensure smooth implementation of service-learning project
* Administer project funding and grants
* Be the official liaison for service-learning projects engaging with other beneficiary groups

Annex D

**GENERAL TERMS AND CONDITIONS**

**1 DEFINITIONS**

1.1 In these General Terms and Conditions (including the Appendices hereto), the following words and phrases shall have the meanings hereby assigned to them unless the context otherwise requires:

“**Agreement**” means the Agreement comprising the Letter of Award, these General Terms and Conditions, incorporating all the Appendices hereto, subject to which the Community Organisation agrees to identify critical community needs and implement the Projects;

“**Aspirants**” means the youths selected by Youth Corps Singapore, under the auspices of NYC, to participate in a programme focusing on youth development and service-learning;

“**Community Organisation**” means the organisation which has been awarded the Grants and has duly executed the Agreement;

“**Confidential Information**” means information in whatever form (including oral, written or electronic form) pertaining to NYC or the Agreement that is disclosed to or obtained by the Community Organisation, as well as materials prepared for or submitted to NYC in connection with the Agreement (including but not limited to drafts, preliminary documents and associated materials), but excludes information that:

(*a*) the Community Organisation develops independently without use of any information disclosed to or obtained by the Community Organisation by or from NYC;

(b) is or becomes publicly available without breach of the Agreement or other legal obligations; or

(c) is previously known to the Community Organisation without any obligation of confidence or is disclosed to the Community Organisation by a third party who is not subject to any obligation of confidence;

“**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership;

“**Deliverables**” means the deliverables and targets that the Community Organisation is required to achieve as set out in the Agreement, and any other deliverable(s) and target(s) as may be specified by NYC from time to time in writing;

“**Grant**” means the grant awarded to the Community Organisation for the purposes of the Agreement for each Project, including Overhead Costs, Project Costs for the YCCP Grant, and project costs for the YCAP Grant (if any);

“**IP**” means intellectual property including but not limited to patents, copyrights, trademarks and design rights;

“**NYC**” means the National Youth Council having its office at Blk 490 Lorong 6 Toa Payoh, #04-10, HDB Hub Biz Three, Singapore 310490;

“**Overhead Costs**” has the meaning assigned in Clause 3.1(a)(i);

“**Person**” includes a corporation or an unincorporated association;

“**Project**” means the YCCP or the YCAP (if any) to be implemented by the Community Organisation pursuant to the Agreement;

“**Project Costs**” has the meaning assigned in Clause 3.1(*a*)(ii);

“**Schedule**” means the Schedule of Deliverables and Grant Disbursements at Appendix I;

“**YCAP Funding Rules**” means the Funding Rules for the YCAP Grant at Appendix II;

“**Youth Corps Aspirants’ Community Project**” or “**YCAP**” means any Project in Singapore which is approved by NYC and is or to be executed by the Aspirants under the supervision of the Community Organisation;

“**Youth Corps Community Partnership**” or “**YCCP**” means the Project to be executed by the Community Organisation to provide mentorship and facilitate youth development of the Aspirants in undertaking a service-learning community project in Singapore;

“**Youth Corps Members**” means general youth volunteers who sign up with Youth Corps Singapore of NYC to participate in community service events in Singapore curated by Youth Corps Singapore to serve the community.

1.2 Unless the context otherwise requires, words importing the singular include the plural and vice versa.

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

**2 DELIVERABLES AND OBLIGATIONS**

**Deliverables**

2.1 The Community Organisation shall implement the Projects and achieve the Deliverables in accordance with the Agreement.

**Obligations of the Community Organisation**

2.2 The Community Organisation shall:

(*a*) procure and maintain all resources, including but not limited to finances, manpower and equipment necessary to enable the Community Organisation to implement the Projects and achieve the Deliverables;

(b) declare to NYC all contracts and/or arrangements it has entered into with third parties that arise out of or in connection with the Agreement within seven (7) days from entering into each such contract or arrangement;

(c) achieve all Deliverables and complete all the Projects within the time(s) specified in the Appendices or otherwise stipulated by NYC;

(d) adhere to any rules of engagement with Aspirants and/or Youth Corps Members as may be specified by NYC from time to time; and

(e) appoint an employee of the appropriate and relevant experience to assume either or both of the following roles (as determined with the approval of NYC):

(i) be the point of contact for Youths Corps Singapore (“Functional Specialist”), whose role is prescribed in the Schedule and which includes the management of administering the YCAP Grants to Aspirants;

(ii) to oversee Aspirants (“Project Mentor”), whose role is prescribed in the Schedule and which includes the management and mentoring of Aspirants.

2.3 The Community Organisation agrees to share experiences gained from the Projects with any other relevant parties as may be reasonably determined by NYC. This includes but is not limited to imparting any knowledge acquired through the Projects to third parties referred by NYC to the Community Organisation, attending interviews with the media as arranged by NYC and/or participating in any discussions or events arranged by or for NYC.

2.4 Without prejudice to Clause 2.2(b), the Community Organisation shall declare to NYC any additional source of funding related to the Agreement or the Projects, including but not limited to external funding or sponsorships for the Projects, within seven (7) days from obtaining each such additional source of funding.

2.5 The Community Organisation shall at all times maintain proper records of the ownership of, and dealings with, any assets acquired using the Grants, including but not limited to Information Technology equipment, physical workstation space and logistics.

2.6 The Community Organisation shall notify NYC within seven (7) days from the occurrence of any of these events:

(a) where there is any change to the Community Organisation’s name, corporate strategy, organisation structure or business;

(b) where there is any change to the status of the Community Organisation as an Institution of a Public Character or a registered charity (where applicable); or

(c) where any legal proceedings, whether civil or criminal, are commenced against the Community Organisation or any of its members, officers or employees in relation to the affairs of the Community Organisation.

**3 GRANT MATTERS**

**Terms and Disbursement of the Grants**

3.1 Subject to the Agreement, the Community Organisation will be provided with a Grant to carry out each Project in accordance with the Agreement, in the following manner:

(a) For the YCCP Grant, the Community Organisation will be reimbursed for the following:

(i) Overhead Costs, which are costs related to office rental, utilities, finance, administration and capability development (if any) that are incurred by the Community Organisation in relation to the YCCP as may be approved by NYC, up to the amount and in the manner set out in the Appendixes; and

(ii) Project Costs, which are costs incurred by the Community Organisation in relation to the preparation and execution of the YCAPs (if any), including manpower, project-related training for Aspirants, transport, and audit fees, up to the amount and in the manner set out in the Appendices; and

(b) The amount of the YCCP Grant disbursed is subject to the following limits:

(i) For the Overhead Costs, the amount shall not exceed 15% of the total of the actual allowable Overhead Costs and Project Costs or 80% of the actual allowable Overhead Costs, whichever amount is lower; and

(ii) For the Project Costs, the amount shall not exceed 80% of the budgeted total Project Costs submitted by the Community Organisation to NYC or 80% of the actual allowable Project Costs, whichever amount is lower; and

(c) For the YCAP Grants (if any), the Community Organisation will be reimbursed for the amount set out in the YCAP Funding Rules, and in the manner set out in the Appendices.

3.2 For the avoidance of doubt, the Grants or any part thereof paid to the Community Organisation is provisional and the Community Organisation’s right to retain the Grants is dependent on the Community Organisation achieving all Deliverables and implementing all the Projects in accordance with the Agreement. Nothing in the Agreement shall prejudice NYC’s right to recover the Grants or any part thereof which have been paid in the event that the Community Organisation fails to achieve any of the Deliverables or complete any Project.

3.3 Payment of the Grants or part thereof may be withheld for any reason whatsoever at the sole discretion of NYC. Without prejudice to the generality of the foregoing, the Grants or any part thereof may be withheld:

(a) if there is any pending clarification required of the Community Organisation by NYC in connection with the Deliverables or the Projects; or

(b) if there is any pending investigation by NYC in respect of the occurrence or suspected occurrence of any of the events stated in Clause 12.1.

3.4 Where any expenses in relation to any of the Projects or Deliverables are incurred anywhere other than the Republic of Singapore, NYC shall solely determine the exchange rate that applies when calculating the Grants to be disbursed to the Community Organisation.

**Use of Grant**

3.5 Each Grant shall be used only for the reimbursement of the Project Costs incurred during the duration of each Project, except that where the Agreement is terminated earlier than its expiry date, the Grant may only be used to reimburse such costs incurred before the termination of the Agreement.

3.6 The Grants shall not be pledged, assigned or subrogated by the Community Organisation to any third party without NYC’s prior written consent.

3.7 All decisions and acts of NYC in relation to any matter pertaining to the Grants shall be final, conclusive and binding on the Community Organisation and NYC is not obliged to give any reason or explanation whatsoever.

3.8 The payment of any part of the Grants to the Community Organisation or any failure or delay by NYC to exercise its rights or powers or to claim a breach of the Agreement shall not:

(a) constitute or be deemed to constitute a waiver of such breach or of NYC’s rights or powers; or

(b) prevent NYC from terminating the Agreement or reducing the amount of any Grant and/or recovering any part or the whole of the Grants previously disbursed pursuant to the Agreement.

3.9 NYC reserves the right to reclaim part or the whole of any unused portion of the Grants disbursed to the Community Organisation.

**4 OWNERSHIP OF INTELLECTUAL PROPERTY**

4.1 Unless otherwise stated in the Agreement, the Agreement does not affect each party’s right to own or licence the IP created prior to or independently of the Agreement.

4.2 The Community Organisation does not own any IP arising from or created in relation to the Agreement or any of the Projects created by the Community Organisation, its vendors, the Aspirants and/or Youth Corps Members or any other person (hereinafter referred to as “**the Foreground IP**”). The Community Organisation shall do all things necessary to ensure that the Foreground IP are assigned absolutely to the relevant party as required by NYC, including informing the creators of the Foreground IP of such assignment. The Community Organisation shall do all such things and sign and execute all such documents as may reasonably be required in order to perfect, protect or enforce any of the Foreground IP so assigned and granted.

4.3 The Community Organisation may, during the Agreement or at any time after the expiry or earlier termination of the Agreement, and with the prior written approval of NYC, have a licence, royalty-free and non-exclusive, to reproduce, copy, display or otherwise use the Foreground IP and/or related materials for any purpose consistent with its organisational objectives.

**5 PUBLICITY RULES**

5.1 Unless otherwise stated in the Agreement, the Community Organisation shall not use the name or any logo of NYC, or otherwise represent itself or its programmes as being affiliated to, associated with or endorsed by NYC in any way, without NYC’s prior written consent. NYC reserves the right to withdraw the approval for the use of any such name or logo at any time if it determines that such use is not desired or appropriate for any reason whatsoever.

5.2 Subject to Clause 5.1, the Community Organisation shall incorporate the logos as instructed by NYC in any relevant publicity materials as required and approved by NYC.

5.3 During the implementation of any of the Projects, the Community Organisation:

(a) shall not demean or disparage any government department or agency, public institution or national leader, undermine the authority or legitimacy of any government or any public institution, or threaten Singapore’s security or stability;

(b) shall not represent NYC in a negative light;

(c) shall refrain from participating in any activity which NYC considers to be or is likely to be inconsistent with the interests, functions and duties of NYC;

(d) shall ensure that the Projects do not have a political or religious agenda, and that the Community Organisation, its members, officers and employees, its vendors, the Aspirants and/or Youth Corps Members and any other person involved directly or indirectly in any of the Projects do not, in carrying out the Project, proselytise any particular faith;

(e) shall ensure that the Projects do not denigrate or debase an individual, or any group or class of individuals, on the basis of race or religion, and are not likely to cause conflict or misunderstanding in Singapore’s multi-cultural and multi-religious society; and

(f) shall ensure that the Projects do not advocate or lobby for lifestyles or have content that risks being or is likely to be held as objectionable by the general public.

5.4 The Community Organisation shall not seek or agree to any media publicity in relation to the Agreement or the Projects, or to any media release or publication of any material created in relation to the Agreement or any of the Projects, without NYC's prior written approval.

5.5 The Community Organisation shall acknowledge NYC and Youth Corps Singapore in all media releases and/or publicity related materials created in relation to Clause 5.4. This includes but is not limited to the following:

(a) online publicity, such as, electronic direct mailers, social media platforms and website publicity;

(b) traditional publicity platforms, such as, banners, posters, brochures and direct mailers; and

(c) media-profiling opportunities, such as, media features and interviews.

5.6 The Community Organisation shall submit to NYC all publicity materials related to the Project, including but not limited to artwork and media, that acknowledge NYC and Youth Corps Singapore for NYC’s written approval before the production and release of such publicity materials.

**6 COMPLIANCE WITH LAWS AND REGULATIONS**

6.1 The Community Organisation shall, at its own costs and expense, obtain and maintain all licences, permits, approvals and authorisations, including export licences, permits, approvals and other regulatory authorisations or certifications required without any restriction or qualification whatsoever so as to enable the Community Organisation to fulfil all its obligations under the Agreement.

6.2 The Community Organisation shall comply with all applicable laws of the Republic of Singapore, as well as all applicable rules, regulations, directions and guidelines set by the relevant regulatory authorities and NYC.

6.3 Where a Project is implemented in a country other than the Republic of Singapore, or involves other organisations operating in a country other than the Republic of Singapore, the Community Organisation shall comply with all applicable laws and requirements of that country.

**7 OTHER REPORTING REQUIREMENTS**

7.1 To enable NYC to conduct an effective evaluation and audit of the Projects from time to time, the Community Organisation shall submit such information, documents and reports relating to the Projects, and for such periods, in such form and manner and within such time as NYC may specify.

7.2 The Community Organisation shall maintain and retain, for a period of five (5) years after the completion of the Projects, sufficient records pertaining to the Projects, including all information, documents and reports referred to in the Agreement. This Clause is not intended to affect the Community Organisation’s duty to comply with any law or any requirement of any regulatory authority.

7.3 The Community Organisation shall give full and free access at any time, upon reasonable notice from NYC, to one or more authorised officers of NYC to visit any premises where the Projects are being carried out or where documents pertaining to the Projects are kept. The Community Organisation shall:

(a) allow the authorised officers to inspect all the documents pertaining to the Projects;

(b) make copies of such documents as may be requested by the authorised officers, to be given to the authorised officers at no charge; and

(c) if required by NYC, facilitate meetings between an authorised officer and any person involved directly or indirectly in any of the Projects.

**8 CONSEQUENCES OF INDUCEMENTS AND REWARDS**

8.1 NYC may terminate or rescind the Agreement immediately and recover from the Community Organisation the amount of any loss resulting from such termination or rescission, if the Community Organisation, or any of its members, officers, employees or agents:

(a) offers, gives or agrees to give to any person any form of inducement or reward for showing favour to the Community Organisation or showing disfavour to any other person in relation to obtaining or executing the Agreement or any other agreement with NYC;

(b) commits, attempts to commit or abets any person to commit any offence under Chapter IX of the Penal Code (Cap. 224) or the Prevention of Corruption Act (Cap. 241) in relation to any contract or agreement with NYC; or

(c) gives any fee or reward to any person, the receipt of which is an offence under Chapter IX of the Penal Code (Cap. 224) or the Prevention of Corruption Act (Cap. 241).

**9 FORCE MAJEURE**

9.1 “**Force Majeure Event**” means:

(a) an Act of God;

(b) war or act of foreign enemies;

(c) riot or civil commotion, or any other circumstance seriously disrupting public safety, peace or good order;

(d) strike, lockout or such other labour disturbance (including but not limited to those involving the Community Organisation’s employees); or

(e) any other circumstance beyond either party’s reasonable control or which, in the absence of this Clause, will operate to frustrate the Agreement.

9.2 Where NYC is affected by a Force Majeure Event, NYC shall, after giving at least seven (7) days’ prior written notice to the Community Organisation, have the right to suspend or terminate the Agreement. Neither party shall be liable to the other by reason of such suspension or termination save that the Community Organisation shall, within thirty (30) days of receipt of NYC’s notice, return all unused portions of the Grants which were disbursed up to the date of NYC’s notice.

9.3 Where the Community Organisation is prevented from or delayed in performing any of its obligations under the Agreement (hereinafter referred to as the “**Affected Obligation**”) by a Force Majeure Event, the Agreement shall not be frustrated if:

(a) the said Force Majeure Event is beyond the reasonable expectation of the parties and the Community Organisation cannot be reasonably expected to have avoided or overcome it or its effects; and

(b) the Community Organisation has notified NYC in writing within seven (7) days from the occurrence of the Force Majeure Event.

9.4 Subject to Clause 9.5, NYC may give the Community Organisation such extension of time in respect of the performance of the Affected Obligation(s) as may be reasonable having regard to the duration of the Force Majeure Event, the effect of the Force Majeure Event on the Community Organisation’s operations and the Community Organisation’s duty to mitigate the consequences of any delay caused by the Force Majeure Event. For the avoidance of doubt, the Community Organisation’s duty in respect of all other obligations shall remain unaffected.

9.5 Where the extension of time granted under Clause 9.4 exceeds thirty (30) days in total, NYC may terminate the Agreement by giving at least fourteen (14) days’ prior written notice to the Community Organisation without being liable therefor in damages or compensation.

**10 TERMINATION IN THE EVENT OF DEFAULT BY THE COMMUNITY ORGANISATION**

10.1 If the Community Organisation fails to achieve any of the Deliverables or to implement any of the Projects by the date(s) specified, breaches any provision of the Agreement or otherwise defaults in its performance of the Agreement, NYC may issue a notice of default to the Community Organisation informing the Community Organisation of its default. The Community Organisation shall remedy the default within the time stipulated by NYC in the notice of default, during which time NYC is entitled to withhold the Grants. If the Community Organisation fails to remedy the default to the satisfaction of NYC within the time stipulated, the Community Organisation shall be taken to have repudiated the Agreement and NYC shall have the right to terminate the Agreement or cancel any part thereof by way of a notice of termination without NYC being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.

**11 TERMINATION BY NOTICE**

11.1 NYC may in its sole discretion terminate the Agreement without cause upon giving the Community Organisation at least thirty (30) days’ written notice.

**12 IMMEDIATE TERMINATION OR REDUCTION OF GRANT AMOUNT**

12.1 Notwithstanding Clause 10, NYC may terminate the Agreement, or withhold or reduce the Grant amount for each Project, with immediate effect by giving written notice to the Community Organisation upon the occurrence of any of the following events:

(a) the Community Organisation fails to deliver any of the Deliverables;

(b) the Community Organisation fails to comply with the publicity rules under Clause 5;

(c) the Community Organisation fails or neglects to obtain and maintain all requisite licences, permits, approvals and authorisations as required in Clause 6;

(d) the commencement of any investigation by any relevant authority into any alleged wrongdoing by the Community Organisation, its members, its officers and/or its employees in relation to the affairs of the Community Organisation;

(e) making of any false, misleading or materially inaccurate statements, claims or representations by or on behalf of the Community Organisation to NYC or any third party; or

(f) the commencement of any proceedings for liquidation, receivership, winding up or judicial management of the Community Organisation, including but not limited to having a receiver, a judicial manager or an equivalent person appointed, whether in Singapore or elsewhere.

12.2 NYC may, by written notice to the Community Organisation, reduce the Grant amount for any or all of the Projects if the actual final Project Expenditure is lower than the budgeted Project Expenditure.

**13 CONSEQUENCES OF TERMINATION OR REDUCTION OF GRANT AMOUNT**

13.1 The Community Organisation acknowledges and agrees that where the Agreement is howsoever terminated or where the Grant amount for any or all of the Projects is reduced, the Community Organisation shall immediately pay to NYC without demand:

(a) all unused portions of the Grants for the Projects which have been disbursed to the Community Organisation up to the date of the notice of termination of the Agreement or reduction of Grant amount; and

(b) interest calculated thereon at such rates and for such periods as NYC may, at its sole discretion, decide.

13.2 Termination of the Agreement shall not operate as a waiver of any breach by the Community Organisation of any provision of the Agreement and shall be without prejudice to any rights, liabilities or obligations by either party which have accrued up to the date of such termination.

13.3 Clauses 2.3, 3.2, 3.9, 4, 5.1, 5.4, 5.5, 5.6, 7, 13.1, 13.2, 13.3, 15.1, 15.2, 15.4, 15.5, 15.6, 15.7, 15.17, 15.18, 15.19 and 15.20 shall survive termination or expiration of the Agreement, as the case may be.

**14 CONSORTIUM**

14.1 Where the Community Organisation is a Consortium, each member of the Consortium shall be jointly and severally responsible for the due performance of the Agreement.

14.2 Any introduction of, or changes to, Consortium membership must be approved in writing by NYC.

14.3 Should additional member(s) be added to the Consortium at any time with the prior written approval of NYC, he or they shall be deemed to be included in the expression “Community Organisation”.

14.4 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:

(a) the Agreement shall continue and not be dissolved; and

(b) the remaining member(s) of the Consortium shall be obligated to carry out and complete the Agreement.

**15 MISCELLANEOUS**

**Indemnity**

15.1 The Community Organisation shall indemnify and keep NYC, its officers and agents fully indemnified against all liabilities, fines, costs and expenses (including all legal costs and expenses on an indemnity basis) in respect of any action, claim, demand, proceeding or judgment brought against NYC, its officers and/or agents by third parties arising out of the Community Organisation’s performance of the Agreement.

15.2 In the event of NYC, its officers or agents being held liable for damages arising out of any claim by any workman or employee employed by the Community Organisation in and for the performance of the Agreement, the Community Organisation shall fully indemnify NYC, its officers or agents against such claim and any costs, expenses and charges in respect thereof, provided the same is not caused by the gross negligence or wilful default of NYC, its officers or agents.

**Representations and Warranties**

15.3 The Community Organisation represents and warrants that at all times during the Agreement:

(a) the Community Organisation has the right, power and authority to enter into the Agreement and to fully perform its obligations under the Agreement;

(b) the Community Organisation’s performance of the Agreement does not violate any existing agreement between the Community Organisation and any third party;

(c) the Community Organisation’s performance of the Agreement does not violate or infringe any right of confidentiality, IP or other right of any third party;

(d) all information submitted by the Community Organisation to NYC is true, up to date and correct to the best of the knowledge of the Community Organisation, and the Community Organisation acknowledges and agrees that NYC has relied on such information in awarding the Agreement to the Community Organisation and continues to rely on such information in carrying out the Agreement; and

(e) the Community Organisation shall not, without NYC’s prior written consent, obligate or purport to obligate NYC in any manner with respect to any Project by issuing or making any warranties or guaranties.

**Confidentiality**

15.4 Except with NYC’s prior written consent, the Community Organisation shall not disclose the Confidential Information to any person other than its vendors, suppliers and resource personnel where necessary only for the purposes of fulfilling its obligations under the Agreement. The Community Organisation shall not disclose the Confidential Information to any person for any other purpose.

15.5 In addition to the foregoing, the Community Organisation shall not make use of any information obtained directly or indirectly from NYC or compiled or generated by the Community Organisation in the course of the Agreement which pertains to or is derived from such information, other than use for the purposes of the Agreement, without NYC’s prior written consent.

15.6 Subject to Clause 5.4 to 5.6, the Community Organisation shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Agreement in any media without NYC’s prior written consent.

15.7 The Community Organisation hereby acknowledges that any breach or threatened breach of Clause 15.4, 15.5 or 15.6 by the Community Organisation, except as and to the extent permitted herein, may result in irreparable injury and damage to NYC which cannot be adequately compensated in monetary damages. The Community Organisation therefore agrees that NYC may, in addition to any legal remedies which may be available, seek such equitable relief as may be necessary to protect itself against any such breach or threatened breach of Clause 15.4, 15.5 or 15.6, including but not limited to obtaining an injunction to prevent any breach of Clause 15.4, 15.5 or 15.6, and to indemnify NYC against any costs (on an indemnity basis), expenses, losses and damages incurred or sustained as a result of such breach or threatened breach.

**Variation**

15.8 NYC may in its sole discretion, upon the Community Organisation’s request in writing, accept any proposed variation or any modifications thereof in writing.

15.9 NYC reserves the right to vary or supplement the provisions of the Agreement upon at least two (2) weeks’ prior written notice to the Community Organisation.

**Assigning**

15.10 The Community Organisation shall not assign, sub-contract or transfer, directly or indirectly, all or any part of its rights or obligations under the Agreement without NYC’s prior written consent.

**No Partnership, Joint venture**

15.11 Nothing in the Agreement shall be deemed or implied to create a joint venture or partnership or any principal-agent relationship of any kind between NYC and the Community Organisation. The Community Organisation has no right to contract on behalf of or bind NYC or make any commitment, representation or warranty for or on behalf of NYC.

**Entire Agreement**

15.12 The Agreement constitutes the entire understanding and agreement between NYC and the Community Organisation and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between the parties concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. It is expressly understood and agreed that no usage or trade or other regular practice or method of dealing between NYC and the Community Organisation shall be used to modify, interpret, supplement or alter in any manner the provisions of the Agreement or any part thereof.

**Severability**

15.13 If any provision of the Agreement is held to be illegal, invalid or unenforceable under any applicable law, such provision or part thereof shall to that extent be deemed not to form part of the Agreement, but the legality, validity or enforceability of any other provision shall not be affected.

**Rights of Third Parties**

15.14 A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its provisions.

**Notices**

15.15 Any notice, demand, communication or other document to be sent by one party to the other party shall be in writing and sent by registered post to or left at the address, or sent by fax to the facsimile number or sent by electronic mail to the electronic mail address provided by the respective party.

15.16 Any notice, demand, communication or other document shall be deemed to be received:

(a) if left at the address or sent by electronic mail or facsimile, immediately; or

(b) if sent by registered post, three (3) days after posting. In proving the same, it shall be sufficient to show that the envelope containing such notice, demand, communication or other documents was duly addressed, stamped and posted.

**Governing Law and Dispute Resolution**

15.17 The Agreement and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the domestic Laws of the Republic of Singapore for every purpose and the parties submit to the exclusive jurisdiction of the Singapore courts.

15.18 Notwithstanding anything in the Agreement, in the event of any dispute, claim, question or disagreement arising out of or relating to the Agreement, or any breach thereof, no party shall proceed to litigation or any other form of dispute resolution unless both NYC and the Community Organisation have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

15.19 A party which receives a notice for mediation from the other party shall consent and participate in the mediation process in accordance with Clause 15.18.

15.20 Failure to comply with Clause 15.18 and Clause 15.19 shall be deemed to be a breach of the Agreement.

1. Existing Community Partner to propose minimum of 2 projects per cohort for the period of up to 3 cohorts. New Community Partners to propose minimum of 2 projects for one cohort. [↑](#footnote-ref-1)
2. Community Organisations should indicate clearly in the proposal the role played by the dedicated assigned staff. YCS will also consider organisations offering good service-learning projects with assigned staff playing only the Functional Specialist role. YCS will support the partnership with the provision of a Project Mentor, if possible. [↑](#footnote-ref-2)