

SMU Academy Client Agreement

THIS AGREEMENT is made on **05 June 2023** ("Effective Date"):

BETWEEN

National Institute of Development Administration, Thailand (the "**Client**"); a company incorporated in Thailand (Company No. 0994000159692) and having its address at 148 Serithai Road, Klong-Chan, Bangkok, Bangkok THAILAND 10240; and

Singapore Management University, (Company No. 200000267Z), company incorporated by guarantee in Singapore with its principal place of business at 81 Victoria Street, Singapore 188065, as represented by its SMU Academy (the "**Consultant**").

Each hereinafter referred to as a "Party" and collectively as the "Parties".

WHEREAS

- A. The Client wishes to appoint the Consultant to deliver certain SMU Academy programme(s).
- B. On **05 June 2023**, the Client and the Consultant entered into a mutually agreed booking form ("Booking Form") with a description of the SMU Academy programme(s) to be provided by the Consultant which is agreed by the Client.
- C. A copy of the Booking Form is attached herein under Annex A.

NOW IT IS HEREBY AGREED as follows:

1. THE CONSULTANT'S SERVICES

- 1.1. The Consultant shall in summary, deliver the SMU Academy programme(s) more particularly described in the Booking Form under Annex A herein to the Client (the "**Services**") from 05 June 2023 and shall end on 05 June 2023.

2. TERMS OF PAYMENT

- 2.1 Client will pay the Consultant a total fee of SGD 6,000 (excluding GST at the prevailing rate) ("Total Fees") for the Services provided by the Consultant which shall be payable as detailed in the Booking Form under Annex A herein and in accordance with Clause 2.3.
- 2.2 Any and all taxes that may be imposed or is payable under the applicable laws, and all such taxes shall be borne by the Client.
- 2.3 The Total Fees and sums payable under Clause 2.1, shall be paid in Singapore Dollars, within thirty (30) days of receipt of an invoice from the Consultant without bank charges deductions. The Consultant reserves the right to charge a late payment interest fee of 0.5% on all and any sums not payable within (30) days of receipt of an invoice.

3. INTELLECTUAL PROPERTY

- 3.1 All intellectual property owned by the Client shall belong to the Client. Any and all other intellectual property in the materials relating to the Services shall remain with the respective faculty, trainer or the Consultant (as the case may be).
- 3.2 The licence granted on the materials relating to the Services to the Client, is only for the duration of the Programme. Unless otherwise agreed otherwise by the respective faculty, trainer or the Consultant (as the case may be), no licence is given to the Client for the reproduction, publishing, distribution nor creation of derivative works from the materials relating to the Services.

4. CONFIDENTIALITY

- 4.1 Any materials, write-ups, videos, pictures, electronic direct mailers or social media posts (including but not limited to Facebook, Twitter and Instagram) made relating to and/or arising out of the Services shall be subject to University's approval.
- 4.2 In this Agreement, the Parties agree that "Confidential Information" means any information (whether identified accordingly as confidential) which is disclosed by or on behalf of the disclosing party ("Disclosing Party") to the receiving party ("Receiving Party") and includes all and any information including but not limited to key performance indicators: projections, trade secrets, know-how, business plans (regardless of whether such information is written,

oral, otherwise reduced to tangible form or communicated or obtained through meetings, documents, correspondence or the inspection of tangible items), but does not include :

- a) Information which at the time of disclosure is in the public domain;
- b) Information which after disclosure becomes part of the public domain other than in breach of this Agreement;
- c) Information which was known to the Receiving Party prior to receipt from the Disclosing Party provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by the Disclosing Party;
- d) Information which has been independently developed or obtained by the Receiving Party or obtained by the Receiving Party from a third party other than in breach by either of them of their respective obligations to maintain confidentiality;
- e) Information which is required to be used or disclosed by reason of any law, governmental or other regulations or the requirements, orders, directions, instructions or notices of any regulatory authority including any stock exchange, provided however that the Receiving Party shall promptly notify the Disclosing Party of such requirements and shall use its best efforts to limit the scope of the use or disclosure; and/or
- f) Confidential Information which is disclosed to third parties with the prior written consent of the Disclosing Party.

4.3 The Parties hereby irrevocably and unconditionally undertake:

- a) To use the Confidential Information solely for the preparation and the performance of the Services and hereby undertakes that no part (nor the entirety thereof) of the Confidential Information shall be disclosed to any third party, without the disclosing party's prior written consent;
- b) To keep the relevant Party's Confidential Information in strictest confidence and treat with the same degree of care it extends to his/her own Confidential Information and shall not, directly or indirectly, use for his/herself or on behalf of or disclose to any third party any Confidential Information received during the completion of the Services; and
- c) To do everything reasonably required of the Parties, to prevent any breach of this undertaking, including but not limited to ensuring that the Confidential Information (if documents) is kept in a safe and secure area at all times and any discussion in relation to the Confidential Information is strictly for the purpose of preparing and performing the Services..

4.4 The Client hereby expressly gives its consent to the Consultant to share the Client's Confidential Information with the Faculty. In this case, the Consultant shall impose upon such Faculty the obligations of confidentiality and limited use no less stringent than those provided for hereunder.

4A. **PERSONAL DATA PROTECTION**

4A.1 The Parties agrees and acknowledge that all personal data shall be regarded as confidential information.

4A.2 The Parties acknowledge and agree that the personal data of individuals may be disclosed in the provision of the Services ("**Permitted Purposes**") and the University hereby undertakes and warrants to use the personal data in accordance and in compliance with the Personal Data Protection Act (Act 26 of 2012) ("**PDPA**") and only for the Permitted Purposes.

5 **CANCELLATION / POSTPONEMENT**

In the event the Client wishes to cancel or postpone any part of or all the Services for any reason, the Client shall give a written notification and the Postponement Fees or Cancellation Fees ("Postponement Fees or Cancellation Fees") detailed in the Booking Form under Annex A herein shall be applicable and the Client shall pay the Consultant the Postponement Fees or Cancellation Fees within thirty (30) days of receipt of an invoice from the Consultant without bank charges deductions.

6 **TERM**

6.1 This Agreement shall commence on the Effective Date until such time that the Services are completed, unless terminated earlier mutually by the Parties in writing.

6.2 Except as otherwise expressly provided for in this Agreement, either Party may terminate this Agreement by written notice to the other in the event that the other Party breaches this Agreement and fails to remedy that breach within two (2) weeks from the date of its receipt of written notice of that breach from the other Party.

In this Clause,

- a) in the event that the Consultant terminates this Agreement for an unremedied breach, the Client agrees to pay the Consultant all charges and expenses incurred by the Consultant up to the notification date of termination in addition to any Cancellation Fees payable,
- b) in the event that the Client terminates this Agreement for an unremedied breach, the Consultant agrees to pay the Client the damages arising from breach hereof by the Consultant, which shall not exceed the Total Fees.

7. **GENERAL**

- 7.1 Notices under this Agreement must be in writing and may be delivered by facsimile, email, or registered post to the addresses of the Parties specified below. Notice will be deemed given: (a) in the case of hand delivery or registered mail, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party; (b) in the case of a facsimile or email, upon proof of completion of transmission.

To Client

Attention : Dr. Thanachart Ritbumroong
 Address: 148 Serithai Road, Klong-Chan, Bangkok THAILAND 10240
 Email: thanachart@as.nida.ac.th

To Consultant

Attention : Harry Lee
 Address: SMU Academy, 81 Victoria Street, Singapore 188065
 Email: harrylee@smu.edu.sg

- 7.2 Nothing in this Agreement (implied or otherwise) is intended to restrict the Consultant from providing similar service and/or products to other parties.
- 7.3 In no event (and to the maximum extent permissible by law) shall either Party be liable to the other Party or any third party for any indirect, punitive, special or consequential damages or lost data or profits as a result of or in any way connected to this Agreement, whether liability is asserted in contract or tort (including negligence and strict product liability), and even if such Party has been specifically advised concerning the possibility of such damages.
- 7.4 With the exception of a Party's indemnity obligations herein, breach of a Party's confidentiality obligations or infringement of the other Party's intellectual property rights, a Party's aggregate liability for any claims and/or damages arising out of or related to this Agreement shall not exceed the amounts paid/received by a Party under this Agreement.
- 7.5 To the maximum extent permissible by law any and all express or implied warranties in respect of the provision of the Services by the Consultant is hereby expressly excluded.
- 7.6 The Client shall defend and indemnify and hold harmless the Consultant, its officers, directors, trustees, employees, agents, affiliates and partners from and against any claim, demand or legal proceedings, including full legal expenses incurred by the Consultant, as a result of any claims made by a third party, including the Client's employees as a result of the Client's breach of this Agreement, negligence or omission.
- 7.7 Neither Party shall be liable for any delays in the performance of obligations under this Agreement resulting from circumstances or causes beyond its reasonable control, including, without limitation, delays by the other Party, power outages, failure of telecommunications, fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority ("Force Majeure"). In a Force Majeure event, the delivery of the Services shall be suspended for the duration of the Force Majeure event without any liability being incurred by either Party. Should the Force Majeure event continue for more than 90 days, the Parties shall be permitted to terminate this Agreement in which case the Client agrees to pay the Consultant all charges and expenses incurred by the Consultant up to the notification date of termination in addition to any Cancellation Fees payable.
- 7.8 Any dispute, controversy, or claim relating to this Agreement or the provision of the Services arising between both Parties, shall in the first instance be settled by amicable consultation between both Parties. If the dispute, controversy or claim is not resolved within ninety (90) days (or longer period, as agreed by the Parties), the mediation shall terminate and the dispute shall be resolved by arbitration (conducted in English) in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference into this Clause. The commencement of any arbitration proceedings shall in no way affect the continued performance of the obligations of the Parties under this Agreement, except in so far as such obligations relate to the subject matter of such proceedings. The arbitral tribunal shall consist of one (1) arbitrator to be agreed upon by the parties. If no agreement is reached within thirty (30) days after receipt by one (1) Party of a proposal from the other, the arbitrator shall be appointed by the Chairman of SIAC. The determination of arbitral tribunal shall be final and binding on both Parties.
- 7.9 All clauses in this Agreement relating to payment, ownership, confidentiality, privacy, warranties and waiver shall survive the termination or expiry of this Agreement, to the extent allowed at law.
- 7.10 The Client shall not use the name or logo of "Singapore Management University" or any variation, adaption, or abbreviation thereof, or the name of any of the Contractor's trustees, officers, faculty members, students, employees, or agents, or any trademark owned by the Consultant, in any promotional material or other public announcement or disclosure without the prior written consent of the Consultant, which consent the Consultant may withhold in its sole discretion.
- 7.11 The Client covenants that during the Term of this Agreement and for one (1) year after termination (regardless of the reason for termination) or expiry of this Agreement, the Client shall not directly or indirectly, solicit or attempt to solicit any staff or contractors engaged by the Consultant who has been directly involved in the delivery of SMU Academy programme(s).
- 7.12 The Parties further agree that the terms in this Agreement represent the entire agreement between the Parties (superseding any previous oral or written agreement) and all other details not expressly mentioned here will be

discussed and mutually agreed in writing. In the event of any conflict between these terms and conditions and any annex(es) hereto, these terms and conditions shall prevail.

- 7.13 Any Party's failure to exercise any of its rights under this Agreement shall not in any way, constitute a waiver or forfeiture of such rights.
- 7.14 No Party may assign this Agreement or delegate any of its obligations and/or benefits (or any part thereof) under this Agreement without the other Parties' express prior written consent.
- 7.15 If any one or more of the provisions contained in this Agreement or any documents executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 7.16 A person who is not a party to this Agreement has no right under The Contracts (Rights of Third Parties) Act Cap 53B to enforce any term of this Agreement except and to the extent (if any) where this Agreement expressly provides that such third parties have the rights to enforce this Agreement.
- 7.17 This Agreement shall exclusively be governed and construed in accordance with the laws of Singapore.
- 7.18 By accepting and signing on this Agreement, each representative affirms its authority to bind the relevant Party to all terms and conditions of this Agreement and that such Party hereby agrees to all terms and conditions herein.
- 7.19 This Agreement may be executed in two or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement.
- 7.20 The Booking Form under Annex A herein shall form part of this Agreement. In the event of any discrepancies between the terms and conditions of the Booking Form and this Agreement, the terms and conditions of this Agreement shall prevail.

By accepting and signing on this Agreement, each representative affirms its authority to bind the relevant Party to all terms and conditions of this Agreement and that such Party hereby agrees to all terms and conditions herein.

IN WITNESS WHEREOF SIGNED by
for and on behalf of SMU Academy

SIGNED by for and on behalf of
National Institute of Development Administration,
Thailand

Jack Lim
Executive Director, SMU Academy
Singapore Management University (SMU)

Dr. Thanachart Ritbumroong
Head of Business Analytics and Intelligence, Business
Analytics and Data Science Program

ANNEX A: BOOKING FORM

SMU Academy ("SMU-SMUA") Booking Form
(For SMU-SMUA admin use only)

Booking Ref No: SMUA-NIDA050623
Date of booking: 05 June 2023

PROGRAMME ENGAGEMENT DETAILS

Client:	National Institute of Development Administration, Thailand
Country of Corporate Registration No:	Thailand, 0994000159692
Address of Client:	148 Serithai Road, Klong-Chan, Bangkapi, Bangkok THAILAND 10240
Phone and Fax Number:	082-790-1952
Client On-site / Contact:	Dr. Thanachart Ritbumroong
Client Email Address:	thanachart@as.nida.ac.th
SMU-SMUA Programme Manager:	Sandy Tow
SMU-SMUA Client Director:	Harry Lee
Date(s) of Programme:	5 June 2023
Programme Venue Name:	Singapore Management University
Programme Venue Address:	SMU School of Accountancy (SOA) 60 Stamford Rd, Singapore 178900 SOA Seminar Room 1-1
Description of Programme Engagement:	Building Better A/B Testing where participants will learn how to create services and products that can be "sticky" to customer experience, along with biases and heuristics in consumer decision-making. Such cutting-edge behavioural science knowledge will inform actionable, consumer-driven strategies.
Title or Subject of the Programme	Customer Loyalty: How Behavioural Insights Shape Marketing Strategies Workshop
Audience Size and Profile:	12 Overseas delegates
Programme Fees in Singapore Dollars (excludes GST at the prevailing rate):	SGD 500 per participant
Total Contract Value in Singapore Dollars (excluding GST):	SGD 6,000
Offer Validity Date:	5 June 2023

SMU ACADEMY CONTACT DETAILS

Client Director Name: Harry Lee	Client Director Contact Number: +65 68289608	Client Director Email: harrylee@smu.edu.sg
SMU-SMUA On-Site Contact Programme Manager: Sandy Tow	Programme Manager Contact Number: +65 81885254	Programme Manager Email: sandytow@smu.edu.sg

1. Payment Terms: The Total Contract Value of SGD 6,000.00 (excluding GST) ("Programme Fees") shall be payable as follows:

Payment Schedule and Details	Fee
100% within 30 days after the program completion	SGD 6,000.00

2. Postponement or Cancellation: The entire scope of work, including all the modules herein listed will be completed before 05 June 2023.

Postponement or Cancellation of Provision of Services	Postponement Fees or Cancellation Fees payable
Within 14 days prior to the scheduled commencement of the Provision of Services	100% of the Total Fees
Between 15 to 30 days prior to the scheduled commencement of the Provision of Services	75% of the Total Fees
More than 30 days prior to the scheduled commencement of the Provision of Services	50% of the Total Fees

3. The Programme Fee as set out in the offer hereto, is only valid, if the duly signed form is received via email before 23:59 hours (Singapore time) of the Offer Validity Date.
4. Any and all taxes that may be imposed or is payable under the applicable laws, and all such taxes shall be borne by the Client.
5. Any and all sums payable under this booking, shall be paid within 30 days of receipt of an invoice from SMU and shall be paid in Singapore dollars free and clear of and without any deduction and/or withholding for and on account of any taxes, duties, bank charges and/or any other deductions.
6. For amounts invoiced for services rendered, which are not received from the Client by the due date, SMU reserves the right to charge a late payment interest fee at the rate of 0.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
7. This booking form is subject to the terms and conditions as set out in the SMU Academy Client Agreement ("Agreement"). In the event of any discrepancies between the terms and conditions of this booking form and the Agreement, the terms and conditions of the Agreement shall prevail.