

Think Tank

**Pioneering a New Industrial-Residential Typology for Work,
Living and More**

Client:



Organised by JTC in collaboration with SIA:



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A) BACKGROUND

A.1) INTRODUCTION AND VISION

Singapore's urban planning is evolving towards mixed-use work-live districts to optimise land use and bring jobs closer to homes. Concurrently, with Singapore's ageing population, there are heightened aspirations to age in dignity, including access to gainful employment and essential services near homes, alongside growing recognition of the value of fostering inter-generational connections.

Hence, the Client JTC Corporation (“JTC”) aspires toward a new “Industrial-Residential” mixed-use building typology (“Typology”) that seamlessly integrates light industry¹ spaces with housing. The Typology shall create conducive work-live-play-learn environments within the same building, facilitate synergistic relationships between industrial companies and live-in communities, and support aspirations for sustainable, healthy work and living places. However, current regulatory frameworks and conventions for planning and design usually maintain separation between industrial and residential uses, preventing the realisation of such truly integrated developments.

Entrants are to design this innovative new Typology based on subject sites in Toa Payoh, conduct a thorough and realistic review of the technical and regulatory challenges and solutions, and propose comprehensive design guidelines for the realisation of this Typology for future sites with similar contexts.

¹ “Light industry” is as defined in Singapore Standard SS593 Code of Practice on Pollution Control.

B) SUBJECT SITES

B.1) INTRODUCTION

The subject sites for this Think Tank are purely for entrants' research purposes, to rigorously test the feasibility of entrants' proposals and to develop general guidelines for this mixed-use typology (refer to **Chapter C.1** for an overview of the development of the deliverables).

Chapter B outlines some characteristics or requirements of each subject site. For more technical requirements of the Think Tank which are applicable to all subject sites, please refer to **Chapter C**.

B.2) OVERALL CONTEXT OF SUBJECT SITES

Toa Payoh is one of Singapore's pioneering new towns, centrally located with excellent connectivity via MRT and major arterial roads. The estate is characterised by a mature, multi-generational community of elderly residents alongside young families of working professionals and schooling children. Notably, the estate already features a mix of residential and industrial uses in close proximity, providing a realistic and relevant testing ground for understanding how the proposed Typology can integrate existing community infrastructure while fostering vibrant, inclusive communities that bridge traditional boundaries between industrial and residential life.

B.3) SUBJECT SITE 1

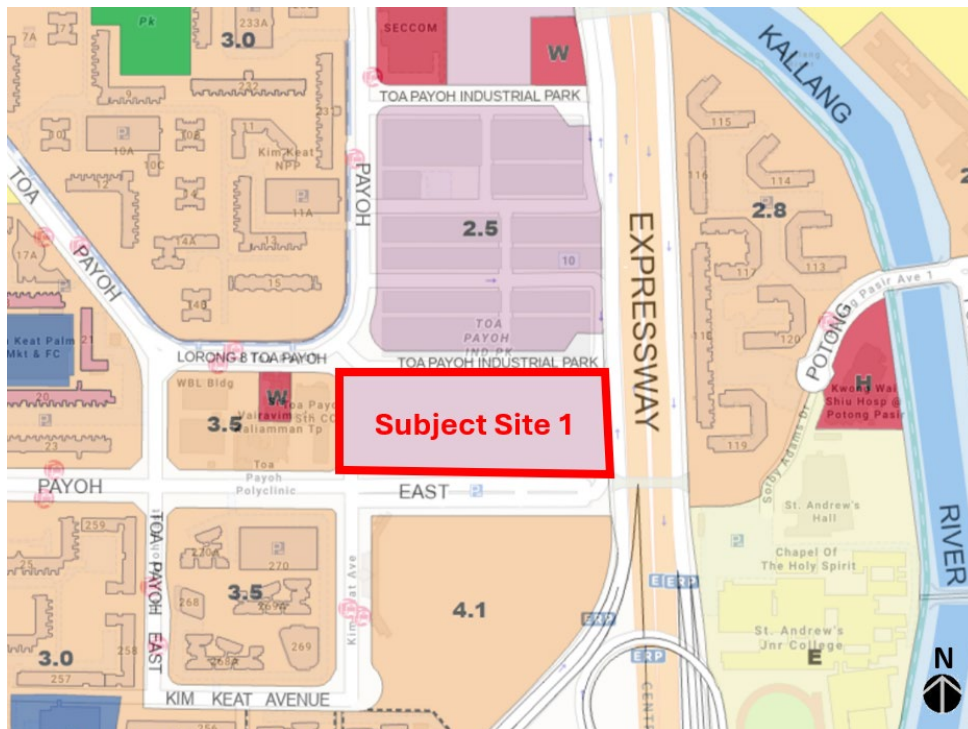


Fig. 1: Indicative boundary of Subject Site 1 in red. Plan extracted from URA Master Plan, with adjustments made to site boundary for purpose of this Think Tank only.

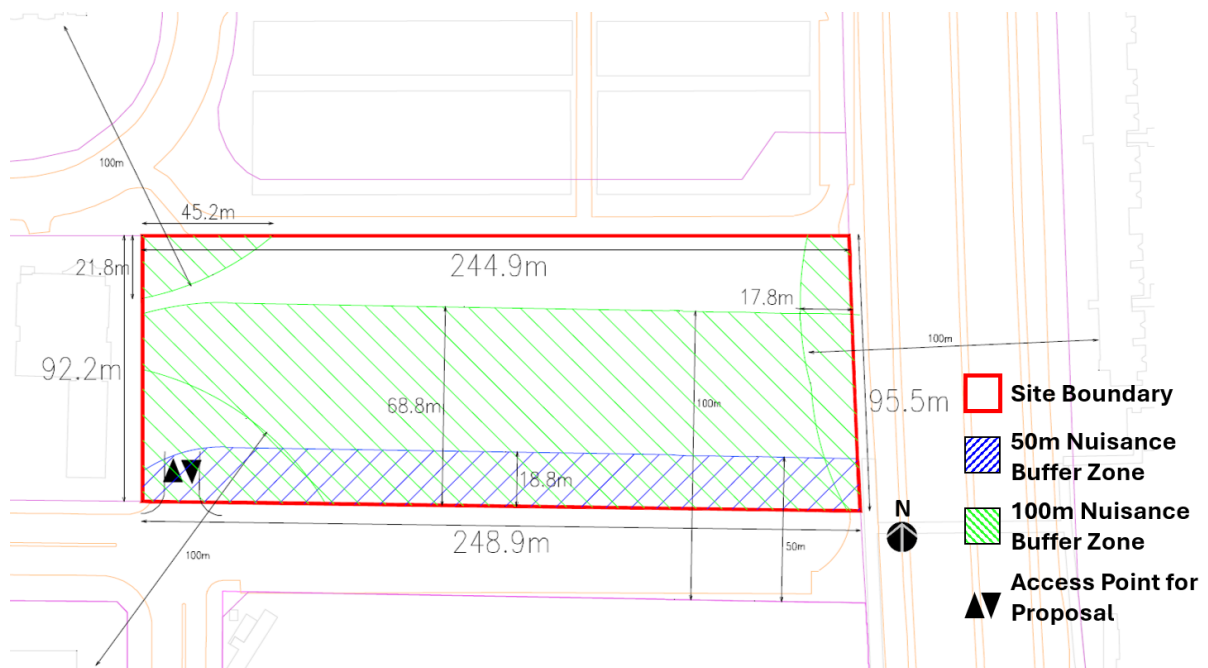


Fig. 2: Dimensions and other key planning parameters of Subject Site 1, for purpose of this Think Tank only.



Fig. 3: Indicative boundary of Subject Site 1 in red

SUBJECT SITE 1 PARAMETERS TO USE*	
Land Zoning	Business 1
Site Area	23,145.63sqm
Plot Ratio	2.5
Maximum Gross Floor Area (GFA)	57,862.50sqm
Minimum Platform Level	6m SHD
Building Height Limit	90m Singapore Height Datum (SHD)
Existing Buildings / Structures	Assume that site is greenfield without underground services constraints, and does not contain any existing buildings or structures

*The site boundary and parameters are for the purpose of this Think Tank only.

Subject Site 1 is part of the existing Toa Payoh Industrial Park. It is Business 1 (B1) land use zoning, and about 2.3ha large.

Notable features of the surrounding context include:

- a. Other Industrial Business 1 (B1) plots to the north, which consist of flatted factories and terraced workshops.

- b. Residential blocks ranging from older HDB flats in the northwest to future BTO HDB flats to the south.
- c. Existing community facilities such as Toa Payoh Polyclinic and Toa Payoh South Community Club to the west.
- d. The Central Expressway (CTE) to the east.

Subject Site 1 is flanked by public streets to both the north and to the south, lending the site the opportunity of having unique public frontages responding to the different neighbouring uses, and allowing the proposal to act as a transition zone between the surrounding B1 plots, Residential plots, and existing community facilities. The proposal shall also consider how to buffer the residential spaces within and around the site from CTE, to reduce disamenity to residents.

B.4) SUBJECT SITE 2

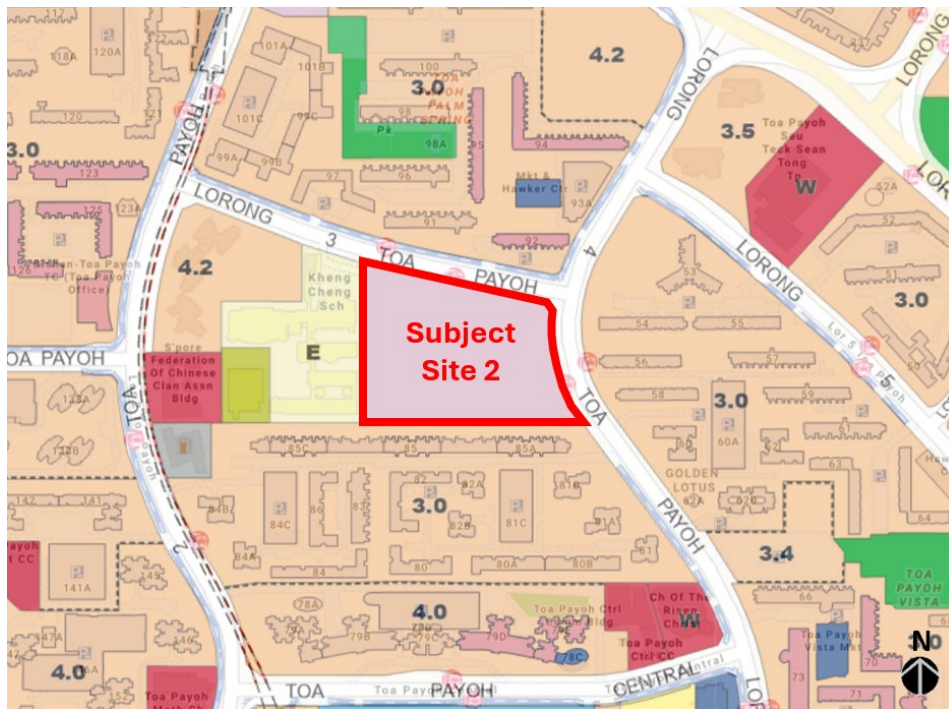


Fig. 4: Indicative boundary of Subject Site 2 in red. Plan extracted from URA Master Plan.

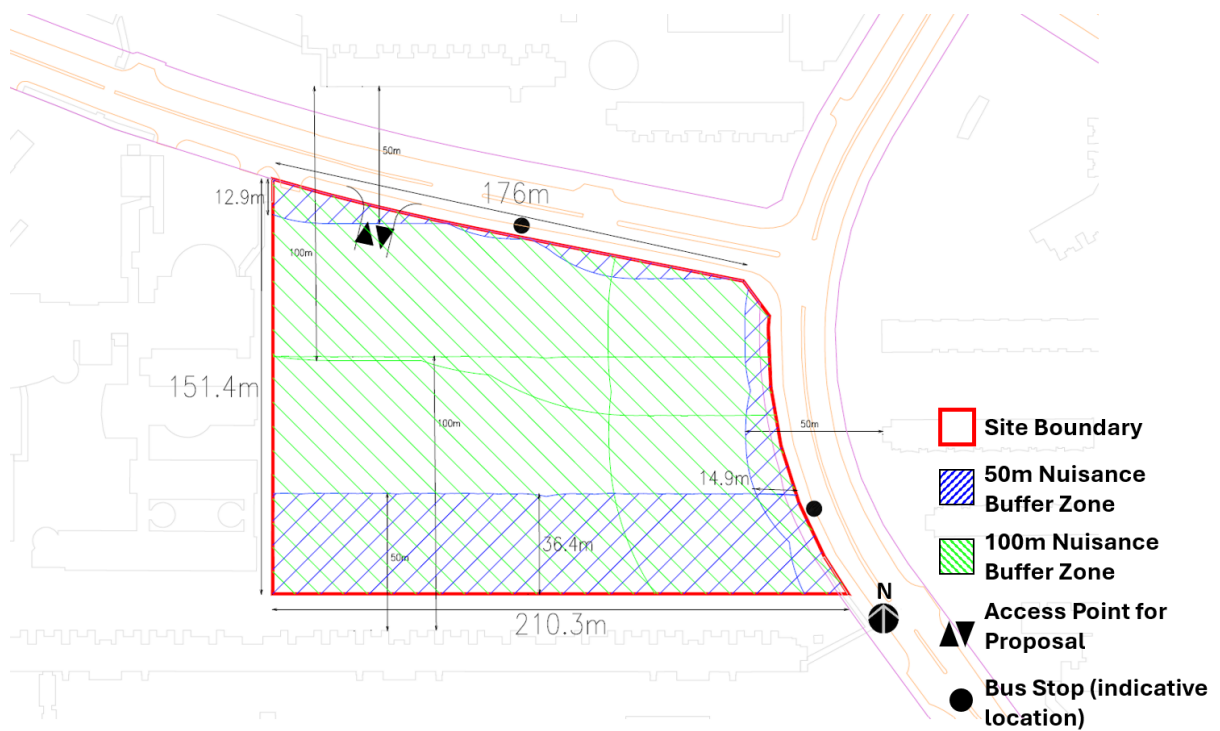


Fig. 5: Dimensions and other key planning parameters of Subject Site 2, for purpose of this Think Tank only.

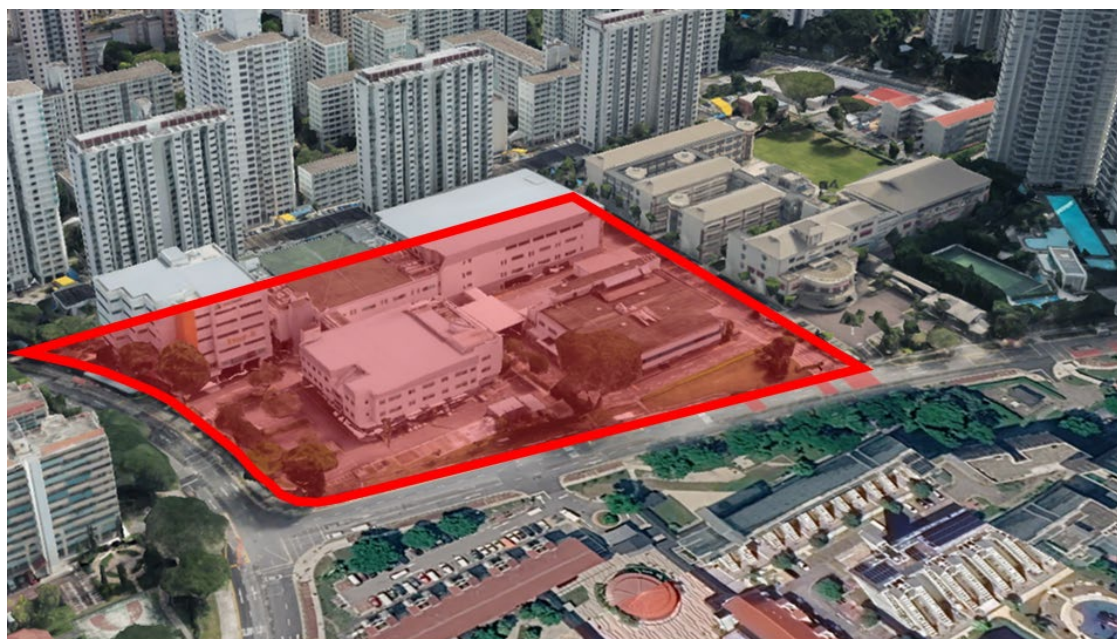


Fig. 6: Indicative boundary of Subject Site 2 in red

SUBJECT SITE 2 PARAMETERS TO USE*	
Land Zoning	Business 1
Site Area	24,496.92sqm
Plot Ratio	2.5
Maximum Gross Floor Area (GFA)	61,242.30sqm
Minimum Platform Level	6m SHD
Building Height Limit	150m SHD
Existing Buildings / Structures	Assume that site is greenfield without underground services constraints, and does not contain any existing buildings or structures

*The site boundary and parameters are for the purpose of this Think Tank only.

Subject Site 2 is located within the Toa Payoh residential neighbourhood. It is Business 1 (B1) land use zoning, and about 2.4ha large.

Notable features of the surrounding context include:

- a. Residential blocks ranging from HDB flats to existing and future condominiums. The residential blocks are generally low-rise along Lorong 3 Toa Payoh, and high-rise at the south of the site.

- b. Education Institutions such as Kheng Cheng School to the west.

Subject Site 2 is flanked by public streets to both the north and to the east, and is surrounded by neighbouring Residential plots on most sides. The site is in close proximity to a school, which gives the subject site the opportunity to contain facilities which may be shared with students and/or teachers, and industrial or work spaces capable of actively engaging both young and old residents.

C) TECHNICAL REQUIREMENTS

C.1) OVERVIEW

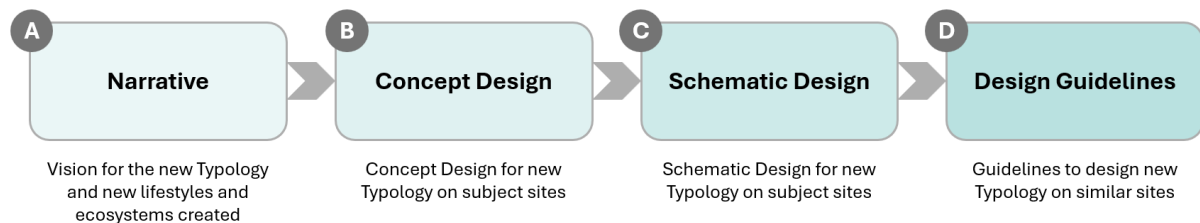


Fig. 7: General flow of Stages for the Think Tank

Entrants should bear in mind that the main objective of the Think Tank is to conceptualise a new Industrial-Residential building typology which could be implemented on more sites beyond just the subject sites used in this Think Tank. Hence, the various stages of the Think Tank as outlined in Fig. 7 above illustrate the progression of the Typology's creation through narratives, then concept and schematic designs on the test subject sites, and finally the distillation of findings from the earlier stages into design guidelines that allow the Typology's future implementation on other sites in general.

Creativity, innovation and thinking beyond the current regulatory framework, where necessary, is fundamental to envisioning the future of Singapore's polycentric city. To do so, entrants are expected to be conversant in the current technical and regulatory constraints in order to propose insightful and realistic changes to the relevant constraints and codes. The rest of **chapter C** will outline the key considerations and requirements that would guide the proposals from concept to potential roll-out guidelines.

For specific deliverables at each stage of the Think Tank, refer to **chapter D.2**.

C.2) KEY CONSIDERATIONS

<p>1</p>	<p>Land Optimisation</p> <p>The Typology must maximise development potential through innovative spatial arrangements that integrate light industrial and residential uses within constrained urban footprints.</p>
<p>2</p>	<p>Keeping Industries Relevant to Neighbourhoods , Integrated through Good Urban Design</p> <p>In line with Singapore's polycentrism strategy, the Typology should create new economic nodes that bring essential services closer to residents, and contribute positively to neighbourhood character through attractive public interfaces and community spaces.</p>
<p>3</p>	<p>Programmatic Synergy, Flexibility and Community Engagement</p> <p>The Typology's programmes should foster synergistic relationships between light industrial and residential communities, creating opportunities for collaboration and mutual benefit, while allowing spaces to be flexibly used across different times of day for varying user groups.</p>
<p>4</p>	<p>Space Planning and Nuisance Management</p> <p>Proposals should demonstrate horizontal and vertical integration strategies, addressing relevant authority requirements and proposing changes where needed to enable compatible light industrial and residential functions to coexist.</p>
<p>5</p>	<p>Demographic Diversity and Accessibility</p> <p>The Typology must serve diverse demographics, creating conducive work environments that attract young talent while facilitating aging-in-place for elderly residents.</p>
<p>6</p>	<p>Futureproofing Diverse Life Cycles</p>

	<p>The Typology must accommodate the different real estate cycles, such as the typical 20 to 30-year industrial leases, shorter commercial tenancies, and longer residential tenures, and propose the approach towards addressing the different redevelopment and ownership models and timelines.</p>
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C.3) NOTABLE SPECIFIC REQUIREMENTS

I. Regulatory Review and Recommendations

Given the intent of this Think Tank is to innovate a new typology, entrants must conduct a comprehensive review of existing authority compliances that pose challenges to the proposed Industrial-Residential Typology's implementation. This review should identify specific regulatory barriers and recommend realistic changes to codes or requirements by relevant authorities, alongside implementable mitigation measures. The regulatory review shall minimally include codes or requirements under the Urban Redevelopment Authority (URA), National Environment Agency (NEA), Singapore Civil Defence Force (SCDF), Land Transport Authority (LTA), Building Construction Authority (BCA), NParks, Singapore Green Building Council (SGBC), and Ministry of Manpower (MOM).

II. Light Industry, Residential, and Ancillary Spaces and Programming

While no specific schedule of accommodation is provided, entrants are expected to propose comprehensive programmes that must integrate light industry production/manufacturing spaces with residential units and ancillary facilities. Proposals must include detailed descriptions and examples of the proposed light industry activities, including explanations and justifications of why such light industry activities were proposed. Ancillary spaces proposed should complement the proposed innovative mix of uses and programmes.

Entrants may refer to quantum guidelines under Development Control guidelines, but should explore innovative spatial arrangements and quantum distributions that challenge existing regulatory frameworks, where necessary to fulfil the vision of new ecosystems and lifestyles for the Typology.

D) THINK TANK SUBMISSION, PRESENTATION, TERMS AND CONDITIONS

D.1) INTRODUCTION

The Singapore Institute of Architects (SIA) has been appointed by JTC to organise this Think Tank to invite proposals on the narrative, design, and design guidelines for a Industrial-Residential Typology.

This is a multi-stage study with progressive shortlisting of entrants between different stages, and with different deliverables and submission requirements at each stage (refer to **chapter D.2.II**).

The law governing the conduct of this Think Tank shall be Singapore Law and the language of the Think Tank will be in English. This Think Tank shall be subject to the terms and conditions set out in **Chapter D.1 to D.15**. Unless the context otherwise requires, capitalised terms used in **Chapter D.1 to D.15** shall have the meanings ascribed to them in **Chapter D.15**.

D.2) THINK TANK SCOPE, SCHEDULE, AND SUBMISSIONS

I. Overview

The subject of this Think Tank is the provision of a design for the new Industrial-Residential Typology, as described in the Think Tank Brief (specific deliverables for each stage of the Think Tank are set out in **chapter D.2.II**). It is important that the design should fulfil the objectives set out in the Think Tank Brief. The ideas should demonstrate an understanding of the requirements of the Typology, including the relevant regulations, opportunities, constraints, and the urban and social context of the subject sites.

Entrants must keep the Think Tank schedule in mind and the shortlisted entrants must competently manage the time and resources available for research, design development, technical design, co-ordination, and documentation and preparation of deliverables.

Submissions at the “Narrative” stage must not bear any motto, logo or distinguishing marks of any kind to identify the team and its members submitting the design.

II. Schedule, Consultations, Deliverables, and Shortlisting & Prize Money Outcomes

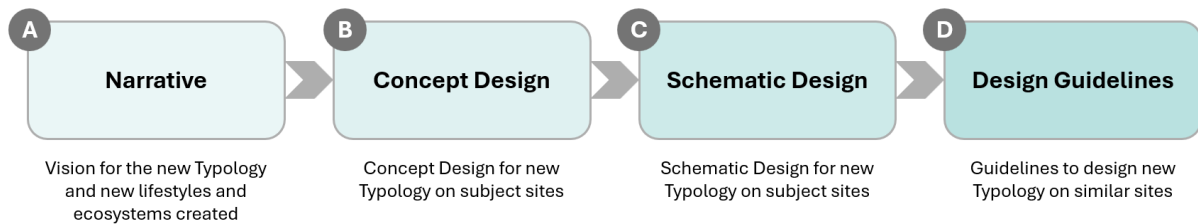


Fig. 8: General flow of idea and design development for each stage of the Think Tank

There are four Stages to the Think Tank as outlined in **Fig. 8** above.

Advisor(s) may be appointed for the Think Tank. The Advisor(s) may provide consultation sessions to shortlisted entrants during Stages B, and C, drawing on their relevant experience to provide comments and critique that help entrants develop the Typology further, in line with entrants' and the Think Tank's vision and intent. The Advisor(s) are not part of the Jury Panel deciding shortlisting outcomes.

The table on the subsequent pages outlines the key dates (including Advisor Consultation sessions), Think Tank deliverables, submission formats, deadlines, and shortlisting outcomes for each of the Stages A, B, C and D. The term 'team' in the table refers to teams composed of entrants in accordance with the criteria in **chapter D.3** and which have successfully been admitted into the Think Tank in accordance with the same chapter.

Stage	Period	Deliverables and Submission Format & Deadline	Shortlisting & Prize Money Outcome**
<p>A.</p> <p>Narrative</p>	<p>June 2026 – July 2026</p>	<p><u>Deliverables</u></p> <p>Narrative write-up with accompanying graphics on both subject sites, covering:</p> <ul style="list-style-type: none"> • Overall vision for proposed new Industrial-Residential Typology, and specific vision of Typology for each subject site; • New lifestyles and new ecosystems created by Typology; • Principles and approach to guide the design of the Typology; • Key programmes and uses (especially light industry activities) within Typology; and • Overview of existing regulatory and technical obstacles for Typology, with proposed potential changes to the respective regulations and/or proposed approach to overcome these obstacles (it is preferable that specific code clauses or requirements are quoted) • Analysis of both subject sites’ opportunities and challenges (with potential solutions) to realising the proposed Typology <p><u>Submission Format</u></p> <ul style="list-style-type: none"> • Digital Submission: <ul style="list-style-type: none"> ○ ‘A4’ pages in editable Word doc format ○ A4 pages, in PDF format, not more than 3,000 words ○ When analysing the subject sites’ opportunities and challenges (with potential solutions), teams shall clearly distinguish the analysis on each subject site in two distinct segments ○ The write-up may be accompanied with diagrams and sketches to illustrate ideas. Such visuals are not mandatory. <p><u>Deadline*</u></p> <p>The submission date is subject to confirmation.</p>	<ul style="list-style-type: none"> • Up to six teams may be shortlisted to progress to Stage B#. Shortlisting shall be done by the Jury Panel based on the Evaluation Criteria in chapter D.10, and the Jury Panel’s decision shall be final. • Teams may be shortlisted to work on either one or both subject sites in Stage B.

<p>B. Concept Design</p>	<p>August 2026 – September 2026</p>	<p><u>Deliverables</u></p> <p>Concept design on subject site(s) for which team was shortlisted for prior to Stage B, covering:</p> <ul style="list-style-type: none"> • How the proposal meets the Think Tank Brief’s Key Considerations, meets the team’s specific vision and could create the lifestyles and/or ecosystems proposed in the team’s Narrative; • Development Data • Programming and breakdown of Gross Floor Area (GFA) of specific proposed uses; • Identification of specific authorities’ regulations or requirements that need to be changed to realise the Concept Design (with justifications); and • Possible mitigation measures that could also address existing regulatory challenges <p><u>Submission Format</u></p> <p><u>For the Interim Workshop (Stage B2):</u></p> <ul style="list-style-type: none"> • Presentation: <ul style="list-style-type: none"> ○ Digital presentation slides to be presented from a screen, showing work-in-progress proposals covering all aspects of the Deliverables. ○ All members of each team shall attend the Interim Workshop. <p><u>For the Final Presentation (Stage B3):</u></p> <ul style="list-style-type: none"> • Presentation with Physical Submission: <ul style="list-style-type: none"> ○ Digital presentation slides to be presented from a screen, showing completed proposals covering all aspects of the Deliverables ○ Four (4) printed 4 A1 boards in landscape orientation, with drawings (plans, elevations, and sections) in minimum 1:500 scale, 3D renders and any other graphics sufficient to illustrate the proposal ○ All members of each team shall attend the Final Presentation. • Digital Submission (after Presentation): <ul style="list-style-type: none"> ○ PDF version of all the above Physical Submission materials 	<ul style="list-style-type: none"> • Each shortlisted team that successfully completes the following sub-stages in accordance with the requirements of the Think Tank, shall be awarded the following sum of money per subject site per sub-stage after receipt of all deliverables in the prescribed format: <ul style="list-style-type: none"> ○ Stage B1. Award of Stage A (Narrative) – S\$5,000 ○ Stage B2. Interim JTC Workshop – S\$5,000 ○ Stage B3. Final presentation for Stage B – S\$20,000 • One team per subject site will be shortlisted to progress to Stage C. Shortlisting shall be done by the Jury Panel based on the Evaluation Criteria in chapter D.10, and the Jury Panel’s decision shall be final • If any team was previously shortlisted to work on both subject sites for Stage B, the same team may be shortlisted to work on both subject sites in Stage C.
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		<p>Deadline*</p> <p>The Interim Workshop and Final Presentation dates are subject to confirmation.</p>	
<p>C. Schematic Design</p>	<p>October 2026 – January 2027</p>	<p>Deliverables</p> <p>Schematic design on subject site(s) for which team was shortlisted for prior to Stage C, covering:</p> <ul style="list-style-type: none"> • How the proposal meets the Think Tank Brief’s Key Considerations, meets the team’s specific vision and could create the lifestyles and/or ecosystems proposed in the team’s Narrative; • Development Data • Programming and breakdown of Gross Floor Area (GFA) of specific proposed uses; • Identification of specific Authorities’ regulations or requirements that need to be changed to realise the Schematic Design (with justifications); and • Mitigation measures that would address the identified existing regulatory challenges <p>Submission Format</p> <p><u>For the Interim Workshop (Stage C1):</u></p> <ul style="list-style-type: none"> • Presentation: <ul style="list-style-type: none"> ○ Digital presentation slides to be presented from a screen, showing work-in progress proposals covering all aspects of the Deliverables. ○ All members of each team shall attend the Interim Workshop. <p><u>For the Interim Workshop (Stage C2):</u></p> <ul style="list-style-type: none"> • Presentation: <ul style="list-style-type: none"> ○ Digital presentation slides to be presented from a screen, continuing from the progress of sub-stage C1, showing work-in progress proposals covering all aspects of the Deliverables. ○ All members of each team shall attend the Interim Workshop. <p><u>For the Final Presentation (Stage C3):</u></p>	<ul style="list-style-type: none"> • Each shortlisted team that successfully completes the following sub-stages in accordance with the requirements of the Think Tank, shall be awarded the following sum per subject site per sub-stage after receipt of all deliverables in the prescribed format: <ul style="list-style-type: none"> ○ Stage C1. 1st Interim Workshop – S\$30,000 ○ Stage C2. 2nd Interim Workshop – S\$30,000 ○ Stage C3. Final presentation for Stage C – S\$120,000 • All teams in Stage C shall progress to Stage D (there shall be no shortlisting of teams for Stage D)

New Industrial-Residential Building Typology Think Tank

		<ul style="list-style-type: none"> • Presentation with Physical Submission: <ul style="list-style-type: none"> ○ Digital presentation slides to be presented from a screen, showing completed proposals covering all aspects of the Deliverables. ○ Four (4) printed 4 A1 boards in landscape orientation, with drawings (plans, elevations, and sections) in minimum 1:500 scale, 3D renders and any other graphics sufficient to illustrate the proposal. ○ All members of each team shall attend the Final Presentation. • Digital Submission (after Presentation): <ul style="list-style-type: none"> ○ PDF version of all the above Physical Submission materials <p><u>Deadline*</u></p> <p>The Interim Workshop and Final Presentation dates are subject to confirmation.</p>	
D. Design Guidelines	February 2027 – March 2027	<p><u>Deliverables</u></p> <p>Guidelines to design the Typology in other sites, covering:</p> <ul style="list-style-type: none"> • Summary of how the Concept and Schematic designs from earlier Stages were translated to the design guidelines; • Kit-of-Parts of the different components of the design; • Breakdown and recommended proportion of programme/uses in the Typology for a development, in particular the specific light industry uses recommended in order to achieve the envisioned new lifestyle(s) and ecosystem(s) • Parameters and aspects of the design guidelines which can and/or should be adjusted by users intending to implement the Typology in a specific site; • List of specific Authorities’ regulations or requirements that need to be changed to realise the Typology (with justifications) which would be built based on the Design Guidelines; and • Mitigation measures that would address the identified existing regulatory challenges. 	<ul style="list-style-type: none"> • The teams that successfully complete the deliverables for Stage D in accordance with the requirements of the Think Tank shall each be awarded SGD30,000.00 per subject site after receipt of all deliverables in the prescribed format.

		<p>Submission Format</p> <p><u>For the Interim Workshops:</u></p> <ul style="list-style-type: none"> • Presentation: <ul style="list-style-type: none"> ○ Digital presentation slides to be presented from a screen, showing work-in progress proposals covering all aspects of the Deliverables. ○ All members of each team shall attend the Interim Workshop. <p><u>For the Final Presentation:</u></p> <ul style="list-style-type: none"> • Presentation with Physical Submission: <ul style="list-style-type: none"> ○ Digital presentation slides to be presented from a screen, showing completed proposals covering all aspects of the Deliverables. ○ A3 binded document, with drawings in sufficient scale to illustrate the proposal. ○ All members of each team shall attend the Final Presentation. • Digital Submission (after Presentation): <ul style="list-style-type: none"> ○ PDF version of all the above Physical Submission materials <p><u>Deadline*</u></p> <p>The Interim Workshop and Final Presentation dates are subject to confirmation.</p>	
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*Dates subject to change.

**The award of prize money is subject to the Terms of this Think Tank Brief, including D.13 (Disqualification) and Clause 7 (Prize Money) of D.15 (Ownership and IP Rights of Submissions, Prize Money & Other Terms).

#The Jury Panel reserves the right to not shortlist any teams for the subsequent Stage B.

D.3) ADMISSION TO THE THINK TANK AND SUBMISSION REQUIREMENTS

The Think Tank is open to teams formed in accordance with the Eligibility Criteria and who have registered for the Think Tank via SIA.

Eligibility Criteria

- Each Team must comprise the following personnel:
 - Only one Team Lead, and
 - Exactly three Team Members
- The Team Lead shall meet the following criteria:
 - Board of Architects Singapore Registered Architect with Practicing Certificate
- The Team shall meet the following criteria:
 - Minimally two persons of each Team shall be SIA Members (Fellow, Corporate or Associate)
- No Team Lead or Team Member may be part of more than one Team entering the Think Tank. Where any Team Lead or Team Member is found to be part of more than one Team, affected Teams may be disqualified from the Think Tank.
- Each Team Lead or Team Member must declare any relationship with any of the following before commencement of stage B and C:
 - Juror of the Think Tank;
 - Member of the Technical Evaluation Panel and the alternates;
 - Professional, Technical advisor, or member of the Jury Panel of the Think Tank;
 - Any immediate family member of any of the above-mentioned person;
 - Employee of the above persons or consultants on the Think Tank; and
 - Any company or business which is debarred from participating in Government procurement.

Only Teams and Members (including the Team Lead) that have registered for the Think Tank will be allowed to participate. Each submission will be differentiated by a unique submission number which is assigned upon registration.

D.4) <INTENTIONALLY LEFT BLANK>

D.5) ANONYMITY

Anonymity shall be observed during the "Narrative" stage (Stage A). The entrant shall submit the Think Tank Entry Form as per instructions mentioned in **chapter D.6** below. The A4 PDF pages submitted shall bear the Identification Number on the top right-hand corner.

The Think Tank Entry Form and participants' information shall be accessed after the Jury Panel has made their final decision on the short-listing of participants from Stage A to Stage B. Nonetheless, at no time shall the Think Tank materials (boards, graphics, etc) during Stage A bear any information which may reveal the identity of the entrant or its members. Breach of these requirements may be taken as grounds for disqualification.

D.6) REGISTRATION PROCEDURE

The application to register shall be submitted via the Singapore Architect Think Tank Submission Portal (<https://singaporearchitect.sg>). The Think Tank Package will be provided via the submission platform at www.singaporearchitect.sg. By submitting a registration, the participants confirm that they have read and accept these Terms for the Think Tank.

Applications shall include the following information:

- Name of Team Lead and Team Members;

- Official address;

- Telephone number;

- Official email address;

Participants acknowledge and agree that once an application to register has been submitted, the composition of the Team and the designated role of each participant (whether as Team Lead or Team Member) shall remain the same for the duration of the Think Tank. No changes or substitutions of participants or reassignments of roles shall be permitted after an application to register has been submitted, except with the prior written approval of the Jury Panel, which may be granted at the Jury Panel's sole discretion.

Chan Suen Ling representing SIA shall be the Registration Officer .

D.7) QUERIES

Queries can be answered through stipulated channels during the query period as announced / advised.

Entrants who elect to apply for participation after the deadline for queries as announced / advised in the stipulated channels shall forfeit their rights to submit any query. However, a copy of the responses to the registered queries will be available to all in the submissions platform. The written responses to the queries shall form an integral part of the Think Tank Brief and shall be extended to the Technical Committee and the Jury Panel.

D.8) TECHNICAL EVALUATION PANEL

A Technical Evaluation Panel (TEP) will be formed comprising representatives from JTC Corporation.

The TEP representatives will assess the entries regarding compliance with the technical criteria. They will point out to the Jury Panel any deviations from the terms and conditions or technical requirements, including deadline established for the Think Tank and be available for any clarifications required by the Jury Panel.

D.9) THE JURY PANEL

The main duties of the Jury Panel will be to shortlist winning entries for each stage of the Think Tank in accordance with the stages **outlined in chapter D.2.II.**

The Jury Panel shall be led by senior management members from JTC.

D.10) EVALUATION CRITERIA

The Jury Panel will be looking for the following in the Stage A deliverables:

- Understanding of the Think Tank Brief Requirements and Intent
- Proposed Vision which is Compelling and Convincing
- Understanding of Regulatory Challenges for the Typology and the Potential Solutions
- Creativity in the Proposed Design Principles and Approach
- Well-defined and Well-considered Specific Uses for Typology
- Understanding of Specific Subject Site's Opportunities and Challenges

The Jury Panel will be looking for the following in the Stage B, C and D deliverables:

- Originality, Innovation, and Ability to meet the Think Tank Brief and Entrants' Proposed Vision
- Effective Site Planning and Responsiveness to Urban Context
- Optimisation and Functionality of Space Planning
- Thorough Review of Regulatory Challenges to Typology and the Proposed Solutions
- Well-defined and Well-considered Programmatic Proposal
- Scalability and Replicability of Typology
- Reconciliation of Different Real Estate Life Cycles

D.11) LIST OF DOCUMENTS TO BE PROVIDED TO ENTRANTS

The following information will be provided via the submission platform at www.singaporearchitect.sg.

- This Think Tank Brief which include the Think Tank requirements, and terms and conditions;
- Think Tank Entry Form; and
- Definitive agreement for the assignment of IP rights (Will be issued in due course)

No other information will be provided.

D.12) SUBMISSION REQUIREMENTS AND TERMS AND CONDITIONS

Registered participating teams will not be reimbursed for the cost of the preparation of their submission for the Think Tank, or any other associated costs and expenses unless otherwise stated.

Submission Requirements

Submission will be by digital means only via the SIA online Think Tank portal.

Successful submissions (successful downloads) will be acknowledged with an email from SIA, on behalf of the Organisers.

The Organisers are not liable for any Internet disruptions or faulty links that may affect the timeliness of submissions. Participants will not be allowed to revise or resend their submissions after the deadline.

D.13) DISQUALIFICATION

The Jury Panel reserves the right, at its sole and absolute discretion, to disqualify any Entrant or Entry at any time, including after any award or announcement has been made, by giving immediate notice in writing to the affected Entrant. An Entrant and/or Entry may be disqualified from the Think Tank for any of, but not limited to, the following reasons:

- If the Entry is received after the stipulated closing time and date;
- If the Entry is submitted through an unauthorised channel, in an incompatible format, or otherwise in a manner inconsistent with the submission requirements;
- If in the opinion of the JTC, and as concurred by the Jury Panel, the Entry does not comply with the requirements of the Think Tank;
- If any of the conditions or specific instructions of the Think Tank are disregarded or not complied with to the satisfaction of the Jury Panel;
- (For Stage A only) If any Member of the Entrant discloses the Entrant's or any of its Members' identity to JTC or to any Juror;
- If any Member of the Entrant attempts to influence any Juror's decision;
- If any of the Entrant's Deliverables is not the original work of the Entrant, or there is reasonable ground to suspect that the Deliverables infringe, the intellectual property rights or moral rights of any third party, or has been submitted without the requisite consents or licences;
- If the Entry reproduces, adapts, or is substantially derived from the work of another person, without proper attribution, disclosure, or authorisation;
- If the Entrant or any of its Members fails or ceases to satisfy any of the Eligibility Criteria set out in **Chapter D.3**, or fails to make any declarations required thereunder prior to the commencement of Stage B and Stage C;
- If the Entrant changes its composition or the designation of its Members (whether as Team Lead or Team Member), without the prior written approval of Jury Panel;

- If any Entry or Deliverable is produced with the assistance of a third party or third-party tool, software or platform, other than within the scope of the permitted limits of this Think Tank;
- If the Entrant or any of its Members withdraws or is deemed to have withdrawn from the Think Tank at any Stage, or fails to appear or participate at any workshop, presentation or other activity required as part of the Think Tank, without any valid reason as accepted and approved in writing by the Jury Panel;
- If the Entrant or any of its Members breaches, or fails to comply with or perform any of the undertakings, warranties or obligations set out in the Terms;
- If, in the reasonable opinion of the Jury Panel, the Entrant or any of its Members has engaged or is engaging in any conduct that is illegal, unlawful, misleading, deceptive, immoral, or likely to bring the Think Tank into disrepute, undermine the integrity or fairness of the Think Tank, or is otherwise prejudicial to the interests of the Think Tank, Jury Panel or Organisers.

Upon disqualification, any award and prize monies awarded to the Entrant and Members may be rescinded by JTC and Entrant and its Members shall on demand of JTC, return any or all prize monies paid to such Entrant and its Members in accordance with the provision of Clause 7 (Prize Money) of D.15 (Ownership and IP Rights of Submissions, Prize Money & Other Terms). The Organisers may, at their discretion and without liability, publicly announce the disqualification.

D.14) POWER OF WAIVER

The Jury Panel reserves the power and right, at its sole and absolute discretion, to waive any Entrant's compliance with any of the Terms of this Think Tank, including any ground that would otherwise result in the disqualification of an Entrant. The decision of the Jury Panel shall be final and binding on the Entrant and its Members, and the Jury Panel is not obliged to give any reasons whatsoever for any decision made, including the rejection of any Entry, or the disqualification of any Entrant.

D.15) OWNERSHIP AND IP RIGHTS OF SUBMISSIONS, PRIZE MONEY & OTHER TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following expressions shall have the following meanings:

“**Background IP**” means Intellectual Property which is owned and/or controlled by an Entrant, or to which such Entrant has acquired the necessary rights to use and grant licences for, which:

- (a) existed prior to the date of the Entrant’s submission of the relevant Entry; and/or
- (b) was developed independently of, and outside the scope of, the Think Tank,

and which is incorporated in, used for, or disclosed in connection with an Entry or any Deliverables.

“**Cessation Events**” is defined in **Clause 8.10**.

“**Deliverables**” means all deliverables and submissions to be created, developed and submitted together with or as part of an Entry by or on behalf of an Entrant for the purposes of the Think Tank, including the deliverables set out and described in **Chapter D.2.II** and all related works, content, proposals, designs, sketches, drafts, outlines, images, drawings, diagrams, artwork, slides, materials, documents, files, guidelines, data, developments, concepts, revisions, improvements, preparatory materials, intermediate works and derivative works developed, created and submitted together with or as part of an Entry by or on behalf of an Entrant in the course of or for the purposes of the Think Tank, whether alone or jointly with other persons, in any form or medium.

“**Dispute**” is defined in **Clause 8.12.1**.

“**Entrant**” or “**Team**” means any team of four (4) Members that submits an Entry.

“**Entry**” means any submission or deliverable made or provided by an Entrant in accordance with the requirements of the Think Tank, including the Deliverables and any other proposals, documents, content, presentation, work product or information submitted together with or as part of such submission or deliverable.

“**Intellectual Property**” means any and all copyright, trademark rights, rights in pending trademark applications, patent rights, rights in pending patent rights, rights in know-how, registered and unregistered designs, trade secrets, lay-out design rights, proprietary rights and all other intellectual and industrial property rights in all countries of the world, whether now existing or created in the future.

“**JTC**” means Jurong Town Corporation, a public agency established under the Jurong Town Corporation Act 1968.

“**Member**” means, in relation to an Entrant, each individual comprising that Entrant.

“**Organiser**” means each of JTC and SIA, and “**Organisers**” shall be construed accordingly.

“**Party**” means each of the Entrant, JTC and SIA, and “**Parties**” shall be construed accordingly.

“**Resolution Notice**” is defined in **Clause 8.12.1**.

“**SIA**” means the Singapore Institute of Architects (UEN S63SS0027H), a company incorporated under the laws of Singapore.

“**SIAC**” is defined in **Clause 8.14.2**.

“**Stage**” means a stage or phase of the Think Tank as further described in **Chapter D.2.II**, and “**Stage A**”, “**Stage B**”, “**Stage C**” and “**Stage D**” shall be construed accordingly. Unless the context otherwise requires, (a) where a Stage is divided into Sub-stages, references to that Stage shall include all Sub-stages of that Stage, and (b) references to a “Stage” shall include a “Sub-stage”.

“**Stage A IP**” means Think Tank IP created, developed and submitted together with or as part of an Entry by or on behalf of an Entrant in Stage A.

“**Subsequent Stage**” is defined in **Clause 3.3.2**.

“**Subsequent Stage IP**” means Think Tank IP created, developed and submitted together with or as part of an Entry by or on behalf of an Entrant in Stage B, Stage C and/or Stage D (as the case may be).

“**Sub-stage**” means a sub-stage or phase within Stage B and Stage C, as further described in **Chapter D.2.II**, and “**Stage B1**”, “**Stage B2**”, “**Stage B3**”, “**Stage C1**”, “**Stage C2**” and “**Stage C3**” shall be construed accordingly.

“**Terms**” means the terms and conditions governing the Think Tank as set out in **Chapter D.1 to D.15** of this Think Tank Brief.

“**Think Tank**” means this think tank for “Pioneering a New Industrial-Residential Typology for Work, Living and More”, as further described in this Think Tank Brief, including Stage A, Stage B, Stage C and Stage D.

“**Think Tank Brief**” means this document entitled “Think Tank Pioneering a New Industrial-Residential Typology for Work, Living and More”.

“**Think Tank IP**” means all Intellectual Property that is created, developed and submitted together with or as part of an Entry by or on behalf of an Entrant in the course of or for the purposes of the Think Tank, including the Deliverables, but excluding Background IP.

“**Third Party Materials**” is defined in **Clause 4.1**.

“**Use**” is defined in **Clause 3.1.2(a)**.

- 1.2 In these Terms, unless the context otherwise requires:
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state, or government and vice versa;
 - 1.2.3 a reference to any gender includes all genders;
 - 1.2.4 a reference to the words “**include**”, “**includes**” or “**including**” shall not be construed as having any limiting effect;
 - 1.2.5 headings are for convenience of reference only and do not affect the interpretation of these Terms;
 - 1.2.6 a reference to a “**Clause**” is a reference to a clause of this **Chapter D.15**;
 - 1.2.7 a reference to a “**Chapter**” is a reference to a chapter of this Think Tank Brief;
 - 1.2.8 any capitalised term used in these Terms that is not defined herein shall have the meaning ascribed to it in the other Chapters of this Think Tank Brief.

2 GENERAL TERMS AND CONDITIONS

- 2.1 Where an Entry is submitted by one Member on behalf of an Entrant, that Member submitting the Entry shall be deemed to have submitted the Entry for and on behalf of all the Members of that Entrant.
- 2.2 The Entrant and each of its Members shall be jointly and severally responsible for and bound by all licences granted, warranties, undertakings, and obligations under these Terms.
- 2.3 By submitting a registration to participate in the Think Tank or an Entry, the Entrant and each of its Members, jointly and severally, confirm that they have read and understood, and agree to be bound by, these Terms.

3 INTELLECTUAL PROPERTY

3.1 Background IP

- 3.1.1 Nothing in the Think Tank shall affect an Entrant’s ownership rights to Background IP.
- 3.1.2 By submitting an Entry, each Entrant and each of its Members, jointly and severally, hereby grant:

- (a) to JTC, a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, worldwide licence to use, reproduce, adapt, modify, distribute, publish, promote, transmit, communicate to the public, create derivative works, commercialise or otherwise exploit (“**Use**”) at any time, such Entrant’s Background IP for any purpose whatsoever, whether commercial or non-commercial; and
- (b) to SIA, a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, worldwide licence to Use for the duration of the Think Tank, such Entrant’s Background IP for the purposes of the Think Tank, including to organise and administer the Think Tank and to review the Entries, and for no other purpose.

3.2 **Stage A IP**

- 3.2.1 All Stage A IP shall be and remain the sole and exclusive property of the Entrant that created such Stage A IP, unless otherwise agreed in writing by the Entrant.
- 3.2.2 By submitting an Entry in Stage A, each Entrant and each of its Members, jointly and severally, hereby grant:
 - (a) to JTC, a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, worldwide licence to Use at any time, such Entrant’s Stage A IP for any purpose whatsoever, whether commercial or non-commercial; and
 - (b) to SIA, a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, worldwide licence to Use for the duration of the Think Tank, such Entrant’s Stage A IP for the purposes of the Think Tank, including to organise and administer the Think Tank and to review the Entries, and for no other purpose.

3.3 **Subsequent Stage IP**

- 3.3.1 All Subsequent Stage IP shall belong to, vest in and remain the sole and exclusive property of JTC. To the extent that any Subsequent Stage IP shall vest in the Entrant and/or its Members, notwithstanding the foregoing provision, the Entrant and/or its Members hereby assign to JTC, all rights, title and interests in such Subsequent Stage IP absolutely.
- 3.3.2 Progression to and participation in Stage B and all subsequent Stages (each a “**Subsequent Stage**”) is conditional upon the Entrant:
 - (a) being shortlisted by the Jury Panel to progress to and participate in a Subsequent Stage (except where the Subsequent Stage is Stage D, Entrants shall be eligible to progress from Stage C3 to Stage D without any shortlisting by the Jury Panel, subject to compliance with these Terms); and
 - (b) prior to the commencement of Stage B or by such other time as may be notified by JTC in writing, entering into a separate definitive agreement with JTC, in a form prescribed by JTC, confirming:

- (i) such Entrant's and each of its Members' continued participation in the Think Tank and its obligations for Stage B, Stage C and/or Stage D (where applicable) in the event such Entrant progresses to Stage B, Stage C and/or Stage D in accordance with **Clause 3.3.2(a)**; and
- (ii) its and each of its Members' assignment to JTC of all rights, title and interests in and to all Subsequent Stage IP, free from encumbrances.

3.3.3 An Entrant who fails to comply with **Clause 3.3.2(b)** shall be deemed to have withdrawn from the Think Tank and shall not be permitted to progress to or participate in any Subsequent Stage.

3.4 Moral Rights

3.4.1 To the fullest extent permitted under applicable laws, the Entrant and each of its Members, jointly and severally, irrevocably and unconditionally waive in favour of the Organisers all rights relating to, arising from the Think Tank IP, including any moral rights, to which such Entrant or Member may now or in the future be entitled under any applicable law existing now or in the future anywhere in the world.

4 THIRD PARTY MATERIALS

4.1 Each Entrant and each of its Members, jointly and severally, shall take responsibility for obtaining and complying with any licences that may be necessary to use third-party software, tools data or other materials that such Entrant uses or obtains for use in or in conjunction with the Entry ("**Third Party Materials**").

4.2 To the extent that the Entrant and its Members or wishes to use any Third Party Materials which are or involve artificial intelligence software or tools ("**AI Tools**"), the Entrant and its Members may use such AI Tools in the research, drafting or preparation of their Entry, provided that:

4.2.1 use of such AI Tools shall be disclosed in an AI Tools Disclosure section within the submission for all stages of the Think Tank. The Disclosure shall identify each AI Tool used, the purpose for which it was used, and how the Entrant verified or adapted the output before incorporation into the Entry. Where no AI Tools were used, the Entrant shall state this accordingly;

4.2.2 use of such AI Tools remain assistive in nature and does not substitute the Entrant's own intellectual contribution, original thinking, or independent verification; and

4.2.3 the Entrant and its Members undertake to remain fully responsible for all information and content in the Entry, and compliance with the applicable terms of service of such AI Tools.

- 4.3 Each Entrant and each of its Members, jointly and severally, acknowledge and agree that the Organisers shall bear no liability in relation to, and make no representations or warranties regarding, such Third Party Materials or such Entrant's use of such Third Party Materials, and hereby indemnify the Organisers against any and all claims relating to or arising from the use of such Third Party Materials.

5 WARRANTIES

- 5.1 Each Entrant and each of its Members, jointly and severally, hereby represent and warrant that:
- 5.1.1 the Entry (a) shall be the original work(s) of the Members (and not of any other undisclosed third party), and information contained in the Entry shall be complete, true, accurate, up-to-date and independently verified by the Entrant; and (b) will not infringe any copyright or any other intellectual property or proprietary rights, nor shall it violate any obligation of confidence.
 - 5.1.2 all copyright and intellectual property rights required for the Entrant to create, develop and submit the Entry as contemplated under these Terms, including all necessary written consents, permissions, permits or licences required under the Copyright Act 2021 and all other applicable laws, have been obtained in writing and fully paid for prior to the submission of the Entry;
 - 5.1.3 the Entry shall not contain anything of a libelous, illegal, tortious, immoral, obscene, offensive, religious, discriminatory, unlawful, scandalous or defamatory nature, or which shall or may expose the Organisers to any civil or criminal proceedings in any part of the world;
 - 5.1.4 they shall comply with all, and shall not cause the Organisers to be in breach of any applicable laws in relation to and in the creation, development and submission of the Entry, and the performance of its obligations under these Terms, including without limitation any employment laws and data protection laws;
 - 5.1.5 they have full power and authority to accept these Terms and to grant all rights under these Terms, including all rights in respect of all Intellectual Property in and to the Entry, the Deliverables and the Background IP, as contemplated under these Terms;
 - 5.1.6 they have full power and authority to execute the definitive agreement referred to in **Clause 3.3.2(b)** and to assign the Subsequent Stage IP to JTC free from encumbrances.

6 INDEMNITY

- 6.1 Each Entrant and each of its Members, jointly and severally hereby undertake and agree to indemnify and keep the Organisers at all times fully indemnified from and against any and all actions, proceedings, claims, liabilities, demands, charges, costs (including legal costs on an indemnity basis), losses, and damages arising from or as a result of:

- 6.1.1 any breach or non-performance of any of such Entrant's or any of its Members' undertakings, warranties or obligations under these Terms;
- 6.1.2 any error, inaccuracy or incompleteness in the Entry;
- 6.1.3 any Intellectual Property of such Entrant and of the Third Party Materials (if any), including any claim by a third party that any part or whole of such Entrant's Intellectual Property and/or Third Party Materials (including such Entrant's Background IP) infringes any copyright or intellectual property or other rights of a third party; and/or
- 6.1.4 any neglect or default of such Entrant and/or any of its Members, in connection with such Entrant's and/or such Member's participation in the Think Tank or the performance of its obligations under these Terms.

7 PRIZE MONEY

- 7.1 An Entrant shall be entitled to payment by SIA, on behalf of the Organisers, of the prize money for each applicable Stage or Sub-stage, provided that:
 - 7.1.1 the Entrant and its Members have entered into a valid and binding separate definitive agreement with JTC in accordance with **Clause 3.3.2(b)**; and
 - 7.1.2 the Entrant has fulfilled all the criteria and requirements for the award of the prize money for the relevant Subsequent Stage or Sub-stage in accordance with the terms of this Think Tank Brief, to the satisfaction of the Organisers and/or Jury Panel; and
 - 7.1.3 there is no withdrawal (including deemed withdrawal) or disqualification of the Entrant or its Members from the Think Tank.
- 7.2 An Entrant who fails to comply with **Clause 7.1.1** or **Clause 7.1.2** in respect of any Stage or Sub-Stage, shall be deemed to have withdrawn from the Think Tank with effect from that Stage or Sub-Stage, and shall not be entitled to any prize money that would otherwise have been payable under **Clause 7.1**.
- 7.3 In the event that any Entrant and/or its Members withdraws, is deemed to have withdrawn, or disqualified from the Think Tank, or any prize money in respect of a Stage has been paid to an Entrant in accordance with **Clause 7.1** and such Entrant is subsequently found not to be entitled to that prize money due to its failure to comply with **Clause 7.1**, JTC reserves the absolute right without liability, to claw-back and require an immediate repayment of any or all prize monies paid to such Entrant and its Members, and such Entrant and each of its Members, jointly and severally, shall within seven (7) days of written notice from JTC, immediately refund to JTC all such prize monies in the manner specified by JTC in its written notice..

- 7.4 JTC having regard to the opinion of the Jury Panel where applicable, shall have sole and absolute discretion to determine whether an Entrant has satisfactorily complied with **Clause 7.1.2** in respect of any Stage or Sub-Stage, and any such determination shall be final and binding between the Organisers and the Entrant.
- 7.5 Each Entrant shall nominate in writing one Member as the authorised or permitted recipient of the prize money and provide such payment details as SIA may require, at the point of submitting an application to register for the Think Tank or at such other time as SIA may require. The Entrant and each of its Members, jointly and severally agree that payment of such prize money by SIA to such nominated Member shall fully discharge the Organisers from all obligations and liabilities under these Terms to pay such prize money to the Entrant and each of its Members.
- 7.6 Each Entrant and each of its Members, jointly and severally warrant that any Member who is nominated to receive the prize money on its behalf has full authority and permission to do so, and the Organisers shall not be required to verify or inquire into any internal arrangements between the Members of the Entrant, including in relation to the nomination or receipt of the prize money.
- 7.7 Each Entrant shall be responsible for all costs associated with arranging for the collection of, or where applicable, refund of, the prize money.

8 MISCELLANEOUS

- 8.1 These Terms constitute the entire agreement between the Entrant and the Organisers relating to the Think Tank, and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.
- 8.2 The rights and obligations in these Terms may not be assigned or otherwise transferred by the Entrant to a third party without the prior written consent of the Organisers.
- 8.3 Any waiver by any Party of any breach of any Term by the other Party shall not prevent the subsequent enforcement of that Term and shall not be deemed a waiver of any subsequent breach. No waiver by a Party shall be valid unless made in writing and signed by the authorised representative of such Party.
- 8.4 A person who is not a Party to these Terms (whether or not such person shall be named, referred to, or otherwise identified, or shall form part of a class of persons so named, referred to, or identified, in these Terms) shall not have any rights whatsoever under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Terms.
- 8.5 Nothing in these Terms constitutes any relationship of employer and employee, principal and agent, joint venture, or partnership between the Parties. No Party shall have any authority to bind the other Party in any manner without the prior written consent of the other Party.

- 8.6 If any provision of these Terms is held invalid, unenforceable or illegal for any reason, these Terms shall remain otherwise in full force apart from such provisions which shall be deemed deleted.
- 8.7 All notices or other communications (“**Notices**”) required or permitted to be given or made under these Terms shall be in writing and delivered by email or such other communication method as may be specified by the Organisers, to the email addresses or such other addresses specified in this Think Tank Brief or the Entrant’s application, registration and/or submission forms.
- 8.8 The Organisers may amend these Terms at any time by giving written notice to the Entrant. Any such amendment shall take effect after the date of such written amendment notice and shall apply prospectively only. An Entrant’s continued participation in the Think Tank following receipt of such written amendment notice shall be deemed to constitute the Entrant’s acceptance of such amendment. If an Entrant does not accept any amendment to these Terms, the Entrant shall notify their non-acceptance in writing to the Organisers within seven (7) days from the date of such written amendment notice, failing which the Entrant shall be deemed to have accepted such amendment.
- 8.9 In the event of any conflict between these Terms and the terms and conditions set out in the other Chapters of the Think Tank Brief, these Terms shall prevail to the extent of such conflict.
- 8.10 The provisions of these Terms which by their nature or intent are meant to survive the completion of the Think Tank, submission or rejection of an Entry, the withdrawal or disqualification of an Entrant, the cessation of an Entrant’s participation in the Think Tank or cancellation of the Think Tank by the Organisers for any reason whatsoever (collectively “**Cessation Events**”), shall so survive such Cessation Events, including the provisions of **Clause 3 (Intellectual Property)**, **Clause 5 (Warranties)**, **Clause 6 (Indemnity)** and **Clause 7 (Prize Money)**.
- 8.11 These Terms shall be governed by and construed in accordance with the laws of Singapore.
- 8.12 Escalation of Disputes
- 8.12.1 In the event of any dispute arising out of or relating to these Terms (a “**Dispute**”), the Parties shall first attempt to resolve such Dispute amicably and in good faith. The aggrieved Party shall notify the other Party in writing (the “**Resolution Notice**”), setting forth in detail the nature of the Dispute. Each Party shall appoint a representative with sufficient authority to negotiate and attempt in good faith to resolve the Dispute within thirty (30) days from the Resolution Notice, failing which, any Party may proceed to:
- (a) if the Dispute is within the jurisdiction of the Small Claims Tribunals, refer the Dispute to the Small Claims Tribunals; or
 - (b) give the other Party written notice for mediation as contemplated in **Clause 8.13 (Mediation)**.
- 8.13 Mediation

- 8.13.1 In the event of any Dispute and subject to **Clauses 8.12** and **8.13.4**, the Parties must make reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre and this **Clause 8.13**. The Parties shall be deemed to have made reasonable efforts in accordance with this **Clause 8.13** if they have gone through at least one (1) mediation session at the Singapore Mediation Centre.
- 8.13.2 A Party who receives a written notice for mediation from the other Party must consent and participate in the mediation process in accordance with this **Clause 8.13**.
- 8.13.3 The mediation session is to commence no later than ninety (90) days after the date of the written notice of mediation.
- 8.13.4 **Clause 8.13.1** shall not apply to a Dispute referred to the Small Claims Tribunals, provided that:
- (a) the Parties attend a consultation session before a Registrar (where the Parties will be given an opportunity to resolve the Dispute amicably) after a claim is filed with the Small Claims Tribunals; and
 - (b) the proceedings relating to such Dispute are not:
 - (i) discontinued by the Registrar pursuant to section 17(3) of the Small Claims Tribunals Act 1984; or
 - (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session.

8.14 Arbitration

- 8.14.1 Notwithstanding **Clause 8.12** and **Clause 8.13**, any Party may elect to refer a Dispute to arbitration in accordance with this **Clause 8.14** without first going through the procedures in **Clause 8.12** and **Clause 8.13**.
- 8.14.2 Any Dispute which is unresolved shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat and venue of the arbitration shall be Singapore. The tribunal shall consist of a sole arbitrator. Any Party may propose in writing a sole arbitrator to the other Parties. The Parties shall have thirty (30) days from the date of the first written proposal to agree upon the nomination of the sole arbitrator. In the event the Parties are unable to agree on the nomination of a sole arbitrator within such timeline, or if none of the Parties proposed any sole arbitrator within (30) days of the commencement of the arbitration, the sole arbitrator shall be appointed by the President of the SIAC in accordance with the SIAC Rules. The decision of the tribunal shall be final and binding on both Parties. The language of the arbitration shall be English. The

law governing this arbitration agreement shall be the laws of Singapore. The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

8.14.3 The provisions of **Clause 8.14.1** and **Clause 8.14.2** shall not prevent any Party from applying to court for any injunctive or equitable relief, and the Parties hereby submit to the exclusive jurisdiction of the Singapore courts for this purpose.

8.14.4 For the avoidance of doubt, neither the escalation of a Dispute under **Clause 8.12** nor the reference of a Dispute to mediation under **Clause 8.13** shall:

(a) be a condition precedent to the reference of such Dispute to arbitration under this **Clause 8.14**; or

(b) affect or limit any Party's right to refer any Dispute to arbitration under this **Clause 8.14** at any time.