



**Asia-Pacific
Economic Cooperation**

Request for Tender (RTT)

APEC Microsites & CMS

Submitted by: APEC Secretariat Communications and Public Affairs Unit



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General Information

Document Type:	Solicitation of Tender
Solicitation Type:	Request to Tender (RTT)
RTT Release Date:	6 June 2022
Deadline for Quote Submission:	28 June 2022 17:00 (Singapore)
Contract Award Date:	July 2022
Projects:	A. APEC Microsite CMS Setup B. APEC Microsite Templates C. Support and Maintenance Services for APEC Microsites and CMS: 2023 – 2025

Background & Purpose

The Asia-Pacific Economic Cooperation (APEC) Secretariat is seeking services for a vendor to build a microsite development service for users to design, develop, customize and maintain microsites quickly and efficiently using a proposed content management system (CMS). Microsites are part of the APEC Website (www.apec.org).

The successful vendor may undertake other website enhancements, migration projects and change requests during the contract period. These projects could be scoped separately according to business requirements.

The purpose of this RTT is to select a professional, qualified and reliable vendor to perform the scope of work as specified in this RTT.

About APEC & APEC Secretariat

The Asia-Pacific Economic Cooperation, or APEC, is a regional economic forum established in 1989 to leverage the growing interdependence of the Asia-Pacific. APEC is an intergovernmental grouping that operates on the basis of non-binding commitments, open dialogue and equal respect for the views of all participants. Decisions made within APEC are reached by consensus and commitments are undertaken on a voluntary basis. APEC's 21 Member Economies are Australia; Brunei Darussalam; Canada; Chile; People's Republic of China; Hong Kong, China; Indonesia; Japan; Republic of Korea; Malaysia; Mexico; New Zealand; Papua New Guinea; Peru; The Republic of the Philippines; The Russian Federation; Singapore; Chinese Taipei; Thailand; United States of America; and Viet Nam.

The primary goal of APEC is to support sustainable economic growth and prosperity in the Asia-Pacific region. APEC's 21 member economies aim to build a dynamic and harmonious Asia-Pacific community by championing free and open trade and investment, promoting and accelerating regional economic integration, encouraging economic and technical cooperation, enhancing human security, and facilitating a favourable and sustainable business environment. Initiatives by APEC have been propelling policy goals, churning concrete results and fostering agreements into tangible benefits.

The APEC Secretariat is based in Singapore and operates as the core support mechanism for the APEC process. It provides coordination, technical and advisory support, information management, as well as communications and public outreach services. Performing a central project management role, the Secretariat assists APEC member economies and APEC fora with overseeing more than 250 APEC-funded projects.

Scope of Services

A. CMS for APEC Microsites

The Microsite CMS shall be soft launched by 1 November 2022.

B. APEC Microsite Templates

The two templates for APEC microsites shall be available within the proposed CMS by 1 November 2022.

C. Support and Maintenance Services for APEC Microsites and CMS

The Vendor needs to propose the yearly cost of ongoing Website Support and Maintenance Services for the next three years, from 1 January 2023 until 31 December 2025.

The Contract Period for Microsite Support and Maintenance Services starts from 1 January 2023. Given the subject matter expertise and intellectual property rights, the contract will be automatically renewed until 31 December 2025. If the Vendor is not able to achieve the level of performance as specified in the Service Level Agreement, the APEC Secretariat has the right to terminate the contract.

Intellectual Property Rights

The APEC Secretariat shall own all intellectual property and confidential information that the Vendor creates as a result of performing the Work. If any intellectual property or confidential information is required to enable the Vendor to deliver the Work, the Vendor shall be solely responsible for obtaining approvals for the use of any intellectual property and/or confidential information that belongs to any external parties else (i.e. third parties).

The Vendor shall not release material or source code that belongs to the APEC Secretariat to any third-party without permission from the APEC Secretariat.

The Vendor shall provide the source code for the work which the APEC Secretariat has engaged the Vendor to deliver.

The Vendor will be required to sign a Non-Disclosure Agreement with the APEC Secretariat to safeguard information obtained during the course of Work.

Deliverables

The following are the scope of work that the Vendor shall perform under this contract:

A. CMS for APEC Microsites

In this fast-paced economy and digital era that is infused with advanced technological tools, an organization must leverage the latest technology, creative innovations and essential IT services as an impetus for growth, development and for achieving meaningful targeted outcomes. The APEC Secretariat seeks to upgrade and refine the current digital communications strategy and web services offered to agencies and ministries of member economies, delegates, project overseers, program owners and other relevant stakeholders. The APEC Communications and Public Affairs Unit (CPAU) manages the flagship APEC website and also provides guidelines, administers policies and procedures, and offers a range of website services for digital communications platforms, including microsites.

Every year, APEC working groups initiate projects or continue with ongoing projects involving communications with their stakeholders and target audiences. These communications would involve online dissemination of information and resources through online portals or platforms.

There are about 20 to 40 new microsites being created each year. These projects are often outsourced to vendors in the APEC region by project or program overseers. Many of these microsites have similar layouts and functions which could be easily created using standardized web design templates. A benefit of having a common CMS with templates to choose from for the APEC microsites is that it would significantly reduce the cost of developing new websites and updating of these new websites in the future. Project overseers would be able to use the CMS to customise their microsites using the web design templates provided within the CMS and update their completed microsite using the CMS more easily. The design templates would also provide better branding consistency for all new APEC websites.

For these reasons, the APEC Secretariat seeks a content management system for building and updating APEC microsites. The Vendor needs to propose a CMS solution and propose the annual license fee for the CMS. The Vendor shall also propose a new hosting solution and server architecture to fit the new CMS solution.

The proposed CMS should meet the following requirements:

1. It needs to cater to microsite owners from various APEC economies who might not have a design and website programming background. It must be user friendly, easy to learn and in English.
2. It should be able to support installation of new web design templates designed and developed by users or the users' website design vendors – permitted users are able to upload or install new design templates and add to the existing templates within the CMS.
3. It must have the flexibility for microsite owners to edit or create new microsite page templates with the CMS editing features.
4. It must be able to create multiple user profiles to allow each microsite owner to manage and edit the content of their own microsite.
5. It must be able to create the user profiles for the APEC Secretariat staff to manage and customize the microsite templates via HTML, JavaScript, CSS and other relevant programming languages.
6. It must have cyber security considerations and is able to mitigate all cyber security vulnerabilities.
7. It must have the capability to support the growing number of microsites developed by members and fora in the next 3 to 6 years.
8. It should have a page version control for the microsite pages.
9. It should have a user guide manual for our users with different CMS administrative permissions to create new microsites, customize templates, update microsites, install new templates to the CMS, troubleshooting, and other functions of the CMS.

B. APEC Microsites Templates

The Vendor shall perform the following scope of work under this contract:

1. To design and develop two web design templates following APEC's branding guidelines. The branding guidelines can be downloaded from APEC.org: <https://www.apec.org/about-us/about-apec/policies-and-procedures>.
2. The templates must be installed within the proposed CMS for users to use.
3. The templates are responsive in design for desktop, tablet or mobile phone screens.
4. Each microsite template is a website containing 6 pages:
 - Homepage
 - About
 - Photo gallery
 - Contact

- Content page layout 1
 - Content page layout 2
5. The Vendor needs to handle the entire microsite templates development process that includes but is not limited to:
 - Requirement discussions
 - Design Mock up
 - Prototype
 - User Acceptance Testing
 - Microsite Deployment on CMS
 6. The templates must allow users with permissions or the vendor to add HTML, CSS, JavaScript or other relevant programming languages to further customize the templates' features, functions or design. For example, if a project needs to add a JavaScript in the homepage to create an interactive map navigation, a user with permission is able to edit the template to add the necessary coding or the vendor can be engaged to add a solution.
 7. Additional Templates - The Vendor should provide quotation in Singapore Dollars for additional web design templates for optional purchase this year or if the APEC Secretariat desires to purchase in the subsequent years.

C. Support and Maintenance Services for APEC Microsites and CMS: 2023 to 2025

The Vendor needs to be in charge of all support and maintenance tasks of the microsite templates and the CMS. This is to ensure the stability, performance and security of all microsites created using the templates and the CMS. This Vendor may propose whether their services cover all microsites created using the CMS and microsite templates, or if their services only cover the CMS and microsite templates.

The services include but are not limited to:

- Telephone, email or meeting support calls
- CMS content user, administrator or developer support calls
- Manage the server for microsites
- Incident management with issue tracking
- Investigation of errors and ad-hoc requests
- Include at least 10 days of labour for ad-hoc fixes every year
- Assistance and liaison with third party Vendors for technical assistance

The Vendor shall perform the following scope of work under this contract:

1. Provide an issue / change request tracking service

The APEC Secretariat can raise issues or request for changes with this service. The Vendor and the APEC Secretariat will raise and respond to issues or change requests via email or a tracking system.

2. Change Request Workflow

The procedure for raising a change request:

- a. The APEC Secretariat will log a change request via email or a tracking system.
- b. The Vendor will respond, understand APEC Secretariat's requirements and scope the request within a proposed number of days from the change request date.
- c. The Vendor and APEC Secretariat will agree on the cost, start date and delivery date of the change request.
- d. The Vendor will develop and test the change request on the Vendor's test server. APEC Secretariat will perform User Acceptance Testing (UAT) on the test server.
- e. After UAT is passed, the Vendor will deploy the code on the Production Servers (cloud server to be selected by APEC Secretariat).
- f. APEC Secretariat will verify that the change request is implemented correctly.
- g. The change request is considered delivered once it has passed verification by APEC Secretariat on the production CMS or microsite.
- h. The Vendor shall track the usage of labour-days and email APEC Secretariat the new labour-days balance after deducting the cost of the delivered change request.

3. Issue/Bug Fix Workflow

- a. APEC Secretariat will log a bug/issue report either via email or a tracking system.
- b. The Vendor will respond and resolve the bug/issue in accordance to the Service Level Agreement.
- c. The Vendor will develop and test the fixes on the Vendor's test server.
- d. APEC Secretariat will perform User Acceptance Testing (UAT) on this test server.
- e. After UAT has passed, the Vendor will deploy the fix on the Production Servers (The cloud server selected by APEC Secretariat).
- f. APEC Secretariat will verify that the bug/issue is resolved.
- g. The bug/issue is considered resolved once it has passed verification.

4. Service Level Agreement

Severity	Response Time	Resolution Time
1 (Severe. e.g. Microsite/Template/CMS does not load properly)	<= 20 minutes	12 hours
2 (e.g. Microsite/Template/CMS access normal; Critical function affected)	<= 2 hours	24 hours
3 (e.g. Microsite/Template/CMS access normal; Non-critical function affected; Other support questions)	<= 1 day	5 working days

6. Support Hours

The Vendor shall propose the support hours for the Support and Maintenance Services.

7. Support Contact Numbers and Email Addresses

For the purpose of support and problem reporting, the Vendor shall provide:

- a. Support contact number(s)
- b. Support email address(es)

8. CMS Software Patching

The Vendor will inform the APEC Secretariat of new CMS software patches and provide advice on their importance.

The Vendor will install CMS software patches and undertake all testing work to ensure that the applied CMS patches are compatible with existing code and does not break or adversely affect the CMS.

CMS software patches cover all versions updates, hot fixes, service packs, feature releases issued by the CMS.

The contract scope includes CMS software patching. The Vendor should ensure that all required software patching for the CMS are performed without delay. A cycle of patching is considered completed when the staging and production servers are verified by the APEC Secretariat to be patched to the specified version and operating properly.

9. Servers to be managed by the Vendor

The Vendor will manage and administer the cloud servers supporting the APEC microsites under the proposed CMS.

Scope of Administration:

- a. Ensure that the staging and production CMS is operational.
- b. Install and activate the new CMS licenses on the Cloud server.
- c. Configure and maintain the security settings of the Cloud Server.
- d. Monitor logs and resolve errors related to Cloud Server and CMS
- e. Troubleshoot, administer and patch the Cloud Server.

10. CMS Databases and Tables

The Vendor shall provide recommendations and instructions on how to manage and administer CMS databases and tables according to CMS's best practices. These databases and tables residing in the web Cloud Server will be recommended by the Vendor. The actual execution of the database-related work shall be done by the Vendor under the management of the APEC Secretariat.

11. Take-over and Hand-over

The Vendor is responsible for taking over the required system source code / passwords from the current Vendor. The Vendor shall ensure that all required resources / information for support and maintenance are obtained before the commencement of support.

Similarly, at the end of the contract, the Vendor will hand over the system source code, passwords and information to the next appointed Vendor, unless the Vendor is re-appointed.

12. Change Requests Hours of Labour

The Vendor should provide quotations in Singapore Dollars for the following:

- a. 1 labour-hour
- b. 1 labour-day
- c. Other labour-day package prices (if any)

13. Penalty Clause

- For each Change Request (CR), the Vendor will be required to scope the effort in labour-hours, provide the start date and delivery date of the request. If the delivery of the CR is late by more than 5 days, the Vendor will pay the APEC Secretariat a penalty of 50 per cent of the effort scoped.
- For each Support Request (SR) delay, the Vendor will be required to pay the APEC Secretariat a penalty of 10 per cent of the contract value each time the SLA is breached. This applies for Severity 1 and Severity 2 errors only.

14. Premature Termination of Contract

- The probation period is valid for 6 months. The remaining service period will be awarded upon successful completion of probation. If the Vendor accumulates more than 4 SLA breaches or penalty charges, the APEC Secretariat reserves the right to terminate the contract prematurely.

Skills Required

The Vendor shall provide information on its project experience:

- Number of 'live' implementations and their CMS versions
- Number of years of experience in the proposed CMS implementation and certification
- Number of developers who have certification of proposed CMS
- Other CMS expertise and experience that the Vendor may have:
- Expertise in alternative CMS (E.g. Kentico, Sitefinity, Umbraco etc). Please state the number of working implementations for each CMS and the number of years of experience in each CMS.
- Experience with Cloud implementation, such as AliCloud/ Google Cloud/ IBM Cloud/ Azure/ Amazon Web Services (AWS)/ Etc.

Payment Milestones

CMS for APEC Microsites and APEC Microsite Templates

The Microsite CMS shall be soft launched by 1 November 2022. The two templates for APEC microsites shall be available within the proposed CMS by 1 November 2022. The APEC Secretariat will test the new CMS and templates until December 2022. Payment will only be made in January 2023 upon successful testing and commissioning of the new system for production and go-live (100% after test is completed). The microsite CMS and the two microsite templates must be fully launched and go-live by 15 Dec 2022.

#	Milestone	Format	Quantity	Means of Verification	Due Date	Payment Due (in SGD, inclusive of taxes)
1	Initial meetings	Online or face-to-face meeting	One meeting plus one follow-up	Approval of task plan	End of July 2022 or early August 2022	33%
2	Microsite Template 1 within CMS	Template	1	Successful User Acceptance Testing	1 October 2022	
3	Microsite CMS setup (Includes database, server, and all required services)	CMS	1	Successful User Acceptance Testing	1 October 2022	
4	Microsite Template 2 within CMS	Template	1	Successful User Acceptance Testing	1 November 2022	
5	User Guide Manual	PDF	1	Finalized and in compliance with APEC Publications Guidelines	1 December 2022	

6	Microsite CMS and the two templates go-live			Successful testing in Production	15 Dec 2022	66% January 2023
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Support and Maintenance Services for APEC Microsites and CMS

This payment will be made in January 2023 after the CMS setup and microsite templates are completed. The payment will be made on yearly basis upon the review of the service quality. Given subject matter expertise and intellectual property rights, the contract will auto renew until 31 December 2025. If the Vendor is not able to achieve the level of performance as specified in the Service Level Agreement, the APEC Secretariat has the right to terminate the contract.

After the contract period, the payment of Website Support and Maintenance Services will be made annually to the selected Vendor subject to the satisfactory completion of the service period.

Format for Proposal Submission

The Vendor is required to submit:

- Detailed task plan
 - Expected Outputs and Timeline
 - Payment Schedule, including milestones and due dates
- Cloud server proposal
- Risk management plan
- Sample of portfolio works for web design and CMS implementation
- Profile of team members, including CVs
- CMS Certifications (If applicable)
- Detailed costing
- Other associated costs from contract inception to completion.

The quotes submitted in response to this RTT must provide a detailed breakdown of the costs including personnel, labour, and other associated costs.

Understanding of Tasks

In a narrative format, please include your response to the requirements and how you propose to accomplish the scope of work.

Clients' Websites and References

In the bid response, please provide names and contact information of at least two references and/or clients for whom the Vendor has recently implemented website projects with CMS. The Vendor should provide the clients' website addresses for reference.

Questions

All questions regarding this RTT must be submitted in writing via email to procurement@apcc.org by 21 June 2022.

Address for Proposal Submission

Please send the proposal via email to the attention of the Procurement Officer, APCC Secretariat, at procurement@apcc.org no later than 17:00 Hours Singapore time, 28 June 2022. Tender should be valid for 90 days.

Evaluation Criteria

Potential bidders will be evaluated according, but not limited to these factors:

Price	30%
Technical Expertise & Experience	15%
Design Expertise & Experience	15%
Proposed Solution	30%
Timeline of Delivery	10%



**Asia-Pacific
Economic Cooperation**

CONTRACT

[Insert Title]

This contract (the "Contract") is made on [Insert Date],

BETWEEN

The Asia-Pacific Economic Cooperation Secretariat (the "APEC Secretariat"), with an office at 35 Heng Mui Keng Terrace, Singapore 119616

AND

[Insert Company Name/Contractor's Name] (the "Contractor"), a company incorporated in [Insert Economy] and having its registered office at [Insert Address].

(together the “Parties”, and “Party” shall mean either one of them)

The APEC Secretariat has agreed to engage the Contractor to provide services in accordance with the terms and conditions set forth in this Contract.

Signed for and on behalf of the APEC Secretariat

[Insert Name of Authorised Signatory]

[Designation]

Signed for and on behalf of [Insert Name of Contractor]

[Insert Name and Position/Title]

THE APEC SECRETARIAT AND [INSERT NAME OF CONTRACTOR] AGREE TO THE FOLLOWING Standard Conditions and Special Conditions, together hereinafter referred to as “the Agreement”:

Special Conditions

1. SCOPE OF SERVICES

1.1 Description of Services (hereinafter referred to as “the Services”)

1.2 Background to Project

1.3 Objectives

1.4 Deliverables/List of Tasks

2. PAYMENT

2.1 The APEC Secretariat will pay [Name of Contractor] a total sum of [XXXXXX] (Singapore Dollars) subject to the Milestone table below. Payments will be made in milestones with respect of the triggers as follows:

Milestone	Trigger	Amount S\$
1		
2		
3		

If the Secretariat deems that the deliverables have not been satisfactorily completed, the Contractor shall take reasonable remedial action at his own cost to refine the deliverables to ensure delivery of the expected outcomes.

Standard Conditions

3. PARTIES

3.1 The Parties to this agreement are the APEC Secretariat and [the Contractor].

5 ASSIGNMENT

5.1 The Agreement is intended to cover a relationship between the Parties only. [The Contractor] shall not assign, delegate, sub-contract, mortgage, charge or otherwise transfer the Agreement or any interest or benefit arising out of, or in connection with, the Agreement to a third party without the prior written approval of the APEC Secretariat.

6 CHANGES TO AGREEMENT

6.1 The APEC Secretariat and [the Contractor] may change the terms of the Agreement by written agreement only.

7 DEFAULT

7.1 A Default is anything the APEC Secretariat considers to be a significant breach of the Agreement including:

7.1.1 failure to perform an obligation under the Agreement within the agreed time; or

7.1.2 failure to deliver outputs of satisfactory capability, quality or reliability.

7.2 In the event of a Default by the Contractor, the APEC Secretariat shall notify in writing the Contractor setting out the Default and the reasonable time by when the Contractor must fix it. If the Contractor fails to fix the Default within the time specified, the APEC Secretariat may immediately terminate the Agreement by issuing a written Notice of Termination to the Contractor.

7.3 Termination under this clause does not affect the rights and/or remedies either party may have accumulated up to the date of termination including the rights and/or remedies the APEC Secretariat may have in relation to the Default.

8 RIGHTS IN DATA

8.1 If intellectual property or confidential information is required to enable the Contractor to provide the Services, the Contractor shall be solely responsible for obtaining approvals for the use of any intellectual property and/or confidential information that belongs to anyone else (i.e. third parties).

8.2 The APEC Secretariat shall own all intellectual property and confidential information that it creates in relation to the Services. The APEC Secretariat shall own all intellectual property and confidential information that the Contractor creates as a result of performing the Services. In particular, the APEC Secretariat shall own the following:

8.2.1 all data resulting from performance of the Agreement, regardless of its form, format, or media;

8.2.2 all data (other than that owned by third parties) used in performing the Agreement regardless of its form, format, or media;

8.2.3 all data delivered under the Agreement making up manuals or instructional and training materials;

- 8.2.4 all processes provided for use under the Agreement; and
- 8.2.5 all any other data delivered under the Agreement.

8.3 If the Contractor wishes to use the intellectual property and/or confidential information (mentioned in Clause 7.2 above) for purposes that are not in relation to the performance of the Services, prior written consent from the APEC Secretariat must be obtained.

8.4 The Contractor consents to the APEC Secretariat's use of the Contractor's own intellectual property and/or confidential information if the APEC Secretariat requires the Contractor's own intellectual property and/or confidential information to use the Services.

8.5 The Contractor shall protect all intellectual property and/or confidential information belonging to the APEC Secretariat vigorously to the extent permissible by law. If the Contractor has a reasonable suspicion that there has been any event that infringes the rights of the APEC Secretariat in relation to its intellectual property and/or confidential information, it will inform the APEC Secretariat immediately in writing.

9 CONFLICT OF INTEREST

9.1 The Contractor warrants, agrees and undertakes that he does not have any arrangement, interest, activity, or relationship that could impair the Contractor's ability to act impartially and effectively in the delivery of the Services as required by this Agreement.

9.2 The Contractor shall exercise his responsibility in the best interests of the APEC Secretariat and shall not engage in any activities that would conflict with this Agreement.

9.3 If the Contractor becomes aware of any actual or potential conflict of interest as defined in Clause 8.1 and 8.2 above, the Contractor shall immediately notify the APEC Secretariat in writing of (i) any such actual or potential conflict of interest and (ii) the procedures it intends to implement to resolve any such actual or potential conflict of interest.

9.4 The APEC Secretariat may suspend the Services, terminate the Agreement or take any other actions that the APEC Secretariat considers as appropriate in its sole discretion, if any actual or potential conflict of interest as defined in 8.1 and 8.2 above arises. If the APEC Secretariat directs the Contractor to take action(s) to resolve that conflict, the Contractor shall comply with any such direction(s).

10 CONFIDENTIALITY

10.1 The Contractor shall not, either during the term of the Agreement or after the termination of the Agreement, disclose to a third party any information that he may acquire in consequence of this Agreement relating to the Services, this Agreement or the APEC Secretariat's operations without the prior written consent of the APEC Secretariat.

10.2 The Contractor's obligations in Clause 12.1 shall not apply to any information which:

10.2.1 is publicly available or becomes publicly available other than by reason of the Contractor's default;

10.2.2 the Contractor is required to disclose by order of a court of competent jurisdiction.

11 SUSPENSION OF SERVICES

11.1 The APEC Secretariat may, at any time, give a written order to the Contractor, suspending all, or part, of the Services. The APEC Secretariat has full and sole discretion to decide the length of the suspension. Upon receiving the order, the Contractor must immediately comply with its terms and take all steps necessary to minimise any and all costs resulting from the suspension. The APEC Secretariat and the Contractor shall negotiate any adjustment to the price and/or schedule for completing the Services, which may result from the suspension.

12 TERMINATION BY THE APEC SECRETARIAT

12.1 The APEC Secretariat may terminate this Agreement, in whole or in part, by issuing a written Notice of Termination. The APEC Secretariat may terminate this Agreement without giving any reasons. If this Agreement is terminated, the APEC Secretariat and the Contractor shall negotiate the rights, duties, and obligations of the Parties, including but not limited to compensation to the Contractor and/or the APEC Secretariat. Any compensation to the Contractor must not exceed the total value of the Agreement, which is set out in Clause 2.1, "Payment" in Special

Conditions.

12.2 Upon receiving a Notice of Termination, the Contractor shall immediately stop work as specified in the notice, except if directed otherwise by the APEC Secretariat.

12.3 Upon receiving a Notice of Termination, the Contractor shall submit a final termination settlement proposal to the APEC Secretariat.

12.4 If the Contractor fails to submit the termination settlement proposal within seven (7) days from the date of the Notice of Termination, the APEC Secretariat may in its sole discretion determine the amount, if any, due to the Contractor following the termination.

12.5 Upon termination of the Agreement, subject as provided in this clause and except in respect of any accrued rights, neither Party shall be under any further obligation to the other.

12.6 Termination under this clause does not affect the rights and/or remedies which either Party may have accrued or accumulated up to the date of termination of the Agreement.

13 INTERPRETATION

13.1 Should a dispute about the meaning of any term in the Agreement arise, the APEC Secretariat may make a written determination as to the term's meaning. A written determination made under this clause shall be final and conclusive between the Parties.

14 LAW & JURISDICTION

14.1 The laws of the Republic of Singapore govern this Agreement. The Parties to the Agreement agree to submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

15 COMMUNICATIONS

15.1 All communications relating to this Agreement shall be in writing and may be delivered:

15.1.1 personally;

15.1.2 by digital means;

15.1.3 by prepaid registered post with recorded delivery to one of the addresses listed at the beginning of this Agreement (as relevant);

16 ENTIRE AGREEMENT

16.1 This Agreement is the entire agreement between the APEC Secretariat and the Contractor in relation to the matters set out in this Agreement. No other terms and conditions may be included or implied. Any warranty, representation, guarantee or other term or condition not contained in this Agreement has no effect.

17 ILLEGALITY AND SEVERABILITY

17.1 If any provisions of this Agreement are held unenforceable or invalid for any reason, the remaining provisions of this Agreement will continue to be in full force and effect.

18 WAIVER

18.1 A Party's failure, delay or relaxation in exercising any power or right it has under this Agreement does not mean that the Party has given up (i.e. waived) that power or right.

18.2 A Party exercising a power or right does not stop it from:

18.2.1 further exercising that power or right; or

18.2.2 exercising any other power or right under this Agreement.

19 REASONABLENESS

19.1 The Contractor confirms it has had the opportunity to receive independent legal advice relating to all the matters relating to this Agreement.

The Contractor agrees that, having considered the terms of this Agreement as a whole, the terms of this Agreement are fair and reasonable.

20 PARTNERSHIP

20.1 This Agreement does not create a partnership between the APEC Secretariat and the Contractor.

21 FORCE MAJEURE

21.1 A Force Majeure Event is any event which is beyond the reasonable control of the Contractor or the APEC Secretariat and which makes it impossible to perform an obligation under this Agreement, including the following:

21.1.1 acts of God, lightning strikes, earthquakes, volcano eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;

21.1.2 acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;

21.1.3 acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or

21.1.4 contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

21.2 A Party that does not perform an obligation under this Agreement shall not be in breach to the extent that a Force Majeure Event caused the non-performance.

21.3 Where the Contractor thinks there is likely to be a delay in performing an obligation under this Agreement because of a Force Majeure Event the Contractor shall:

21.3.1 immediately notify the APEC Secretariat in writing of: 21.3.1.1 the likely delay and how long the Contractor thinks it will last; and

21.3.1.2 details of the likely effect on the Services and the Contractor's ability to perform the Agreement;

21.3.2 take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and

21.3.3 use its best efforts to continue to perform its obligations under the Agreement.

21.4 The APEC Secretariat and the Contractor shall, as soon as practicable after receiving the notification, discuss whether the Agreement can continue. If, following that discussion, the APEC Secretariat and the Contractor agree that the Agreement can continue they may:

21.4.1 continue the Agreement unchanged; or

21.4.2 change the Agreement using the process in Clause 5.

21.5 Nothing in this clause limits the APEC Secretariat's ability to suspend or terminate the Agreement under Clause 10 or Clause 11.

22 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT - SINGAPORE

22.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act Chapter 53B and/or any re-enactment thereof to enforce any terms of this Agreement, the application of which legislation is hereby expressly excluded.

23 COSTS AND EXPENSES FOR PREPARATION AND EXECUTION OF AGREEMENT

23.1 Except as otherwise provided for in the Agreement, the Parties shall bear their own costs of and incidental to the preparation and execution (i.e. signing) of the Agreement.

24 PROVISION OF SERVICES

24.1 The Contractor shall provide the Services to the APEC Secretariat on the delivery dates identified in the Agreement. The Contractor shall immediately notify the APEC Secretariat in writing if the Contractor becomes aware that it will be unable to provide all or part of the Services by the relevant delivery date and advise the APEC Secretariat as to when it will be able to do so.

24.2 The Services must be provided to the standard that would be expected of an experienced and professional supplier of similar Services and any other standard specified in the Agreement.

24.3 The Contractor and its staff or sub-Contractors shall not by virtue of this Agreement be, or for any purpose be deemed to be, and must not represent itself as being, an employee, partner or agent of the APEC Secretariat.

REPORTING AND COORDINATION ARRANGEMENTS

24.4 The Contractor will be required to liaise closely and work in collaboration with the APEC Secretariat in performing the Work in the Agreement. The Contractor will keep APEC Secretariat informed of progress of the Work, timelines and budget.

25 AUTHORIZED REPRESENTATIVE

25.1 The APEC Secretariat may authorize representative(s) and/or a third party to instruct and provide clarification to the Contractor in performing the Services.