

DBS Foundation Social Enterprise Grant Programme 2018

Terms and Conditions

[\[繁體中文版\]](#)

APPLICATION PROCESS

1. Eligibility

- a. The grant is open for application from social enterprises registered and operating in Hong Kong, India, Indonesia, Singapore and Taiwan.
- b. The social enterprise (“SE”) must also meet the following conditions at the time of application:
 - i. Be a registered independent business entity,
 - ii. Be able to identify the social problem it seeks to/already address; and can articulate/demonstrate how it does so,
 - iii. Have, or propose to have, a business model which is revenue based,
 - iv. Be able to articulate how its model (will) create social impact and the way it will assess/monitor such impact, and
 - v. Have neither religious nor political agenda/affiliations.
- c. In addition, the social enterprise would have to meet additional criteria imposed for the category of grant applied for.
- d. Specifically, for SEs registered and operating in India, the SE must be able to provide evidence of having obtained approval under Foreign Contribution Regulation Act (FCRA) to receive funds from foreign entities. Otherwise, the SE must prove the ability to meet the following criteria:
 - i. profitability of the business is dependent solely on the sales revenue and not on account of the income receivable by way of grants and/or awards,
 - ii. does not have a definite cultural, economic, educational, religious or social (“CEERS”) programme, and
 - iii. the grant not be used towards funding any other persons and/or entities which would need to be registered to obtain FCRA registration or approval.
- e. For Prototype Grant, the SE must be a registered business entity for less than 2 years as at 1st January 2018.
- f. For Organisational Grant, the SE must
 - i. Be a registered business entity that has been in operations for 2 to 4 years as at 1st January 2018,
 - ii. Revenue generating for at least the immediate past 6 months preceding 1st March 2018, and
 - iii. Have at least one full time founder who is not gainfully employed by and/or involved in any other entities, is the main key decision maker, and running the daily operations of the SE.
- g. The DBS Foundation (“DBSF”) grant does not support non-governmental organisations (NGOs), philanthropy-model charities, religious organisations for religious purposes, general fundraising campaigns, entities on bank caution list, student projects and individual pursuits.

2. Submission and participation

- a. Applicants are required to use the latest application form available on www.dbs.com/dbsfoundation/grant-programme/default.page. Entries filed using previous versions of the application form will not be processed.
- b. Applicants should submit the DBSF Grant Application directly to DBSF before the stated dateline. Entries will be postmarked electronically according to DBSF's email system and entries received after the dateline will not be accepted or processed.
- c. Applications must be made only in English, Mandarin or Bahasa Indonesia. DBSF will seek assistance where necessary to translate applications filed in Mandarin or Bahasa Indonesia.
- d. Applications must be filed only in .doc and/or .pdf. Hardcopy submissions are strongly discouraged.
- e. Acknowledgement will be sent within a week from the date of receipt of the application.
- f. DBSF accepts no responsibility for any entries not received for any reason during the Call for Proposal. Incomplete, illegible, corrupted, unrecognisable formats, misdirected, lost or untimely entries will be void and disqualified.
- g. Each entity may only submit one entry for either grant type during the Call for Proposal. Entities or individuals with multiple entries will be disqualified.
- h. SEs which have received a grant previously from DBS or DBSF may apply for a grant, only if the previous grant have expired. However, being a former DBS grantee does not guarantee a follow on grant, each application will be assessed on its own merits.
- i. If an applicant does not respond to DBSF's correspondence within five business days, it will be deemed that the applicant has withdrawn the application.
- j. DBSF will inform applicants on the outcome of their applications after the evaluation has concluded.
- k. Participants consent to DBSF collecting and using their personal particulars (including but not limited to name and contact details) for purposes of the DBS Foundation Grant Call for Proposal. DBSF will not use the personal particulars for any other purpose. All personal particulars provided to DBS for the Call for Proposal will be kept secure and processed in accordance with all applicable laws.
- l. All submitted information will be treated as company confidential and protected in the spirit of non-disclosure. DBSF staff and the evaluation panel members will not sign any non-disclosure agreements with applicants.

3. Evaluation

- a. Applications received will be evaluated based on the following areas: -
 - i. Social enterprise model, social impact, innovation, operational plan, financial plan, team strength, and
 - ii. The work needed to operationalise the idea and hence the grant need.
- b. DBSF will conduct a preliminary screening for applicants' eligibility and proposals which are incomplete or do not meet the objectives of each type of grant. Only eligible applications will be forwarded to country teams for further consideration.
- c. Applications will have to successfully pass through the local evaluation at the respective market before being shortlisted for regional final evaluation.

- d. The regional evaluation will be conducted in English in Singapore. DBSF will make best attempts to assist in translation of the pitch and question and answer session should the applicant be unable to converse in English.
- e. Applicants which are not based in Singapore may consider attending the evaluation pitch in person at their own cost. Otherwise, the pitch will be conducted via video or telephone conference from a local DBS Bank office. DBSF will not be reimbursing travel expenses incurred.
- f. Decisions made by the evaluation panel will be final and disputes will not be entertained.
- g. Should the proposed use of the grant changes after evaluation have completed (but before the signing of the grant agreement), DBSF reserves the right not to proceed with the award of the grant. The award of the grant is strictly based on what was proposed at time of application.

4. Implementation of proposal

- a. Milestones setting
 - i. Shortlisted applicants must be prepared to present before the respective local evaluation teams and final regional evaluation panel on the proposed milestones for the grant support.
 - ii. The milestones would have to be realistic and reflective of reasonable business development and social impact within the grant timeframe.
 - iii. Milestones will be set jointly between the Grantee and DBSF. The milestones shall be based on business developmental roadmaps and financial plans provided at the point of presentation before the respective local evaluation teams and Panel.
- b. Grant disbursement
 - i. Grant disbursement(s) will be tied to the grantee's achievement of milestone(s).
 - ii. Grantees may receive the approved grant quantum in tranches. Each tranche amount will be dependent on the milestones stipulated in the Letter of Offer (LoF) or other subsequent revisions that are mutually agreed.
 - iii. Deviations are approved on a case-by-case basis.
 - iv. While not compulsory, to facilitate faster funds disbursement, applicants are strongly recommended to open an account with DBS Bank. Applicants may refer to local DBS Bank for respective SE Banking package.

5. Disqualification and right to amend terms and conditions

- a. DBSF reserves the right to disqualify any applicant who is found to have violated the spirit of the Call for Proposal and terms and conditions stated herein.
- b. DBSF also reserves the right to withdraw or reduce the grant, and request the grantee to refund and repay all or parts of the grant disbursed, based on the terms of the Agreement.
- c. Should a grantee be found to be dormant (defined as not having any business activities and has no income) for more than two months, DBSF will take necessary action to proceed to request for the refund of all or parts of the grant disbursed.

- d. In the event that the grantee is found to violate any of the terms and conditions stipulated under the LoF, this shall constitute a breach by the grantee. Recourse as provided in the LoF shall be undertaken by DBSF in such situations.
- e. DBSF reserves the right to amend the terms and conditions at any point before the closing of the Call for Proposal in line with the overall goal of the grant.

GRANT OFFER UPON APPROVAL

Our award of the Grant is subject to the applicant's agreement to the following terms and conditions, which will be formalised in a Letter of Offer. The letter, together with all its Schedules and Annexure, will be the Agreement ("**Agreement**") which will bind both DBS Foundation and the Grant Awardee for the Term of the Grant. We may change the terms and conditions below at any time before we receive the Letter of Acceptance from the Grant Awardee, and will give the Grant Awardee reasonable notice if we do so. An excerpt of the general terms and conditions is produced here for reference. DBS Foundation will not allow for negotiations to changing the following terms and conditions of the grant.

1. Term

- 1.1. The Commencement Date will not take effect unless you return to us a duly signed Letter of Acceptance by the Due Date.

2. Grant and Purpose

- 2.1. In consideration of the Grant you receive from us, you undertake to use the Grant only for the specified purpose ("**Purpose**").
- 2.2. For the avoidance of doubt, unless otherwise stated, you shall not:
 - 2.2.1. pledge, mortgage, securitise or otherwise encumber the Grant (or any portions of it); or
 - 2.2.2. use the Grant to invest, repay any loans taken out by you and/or to satisfy any other of your liabilities.
- 2.3. We will be entitled to clarify with you and/or track the use and flow of the Grant (or any portions of it) and/or withhold disbursing the Grant, if we have doubts as to the use of the Grant.
- 2.4. We will provide you the Grant in the manner stipulated.
- 2.5. We are not obligated to continue funding you or provide further grants beyond the Term.
- 2.6. There shall be no variation of the Purpose without our prior written approval.

3. Time Frame

- 3.1. You shall use the Grant to complete the Purpose within the time-frame set out.
- 3.2. If you form an opinion that the Purpose cannot be completed within the stated time-frame, you shall immediately:
 - 3.2.1. notify us in writing of that opinion and the supporting reasons; and
 - 3.2.2. propose a new timetable setting out the expected completion date of the Purpose.
- 3.3. When we receive such notification from you, we may at our sole discretion:
 - 3.3.1. agree to your proposed timetable or counter-propose a new timetable, upon which the Term shall be extended to the new expected completion date of the Purpose; or

3.3.2. terminate the Agreement and you shall a refund such amount of the Grant as we both agree is to be refunded to us.

4. Reports and Access to Information

- 4.1. Once every six months during the Term, you shall provide a progress update and discuss with us the progress of the Purpose (“**Progress Update**”).
- 4.2. If we ask, you shall provide us full access to all materials, documents and information relating to the Purpose as we may require to monitor the Purpose, the use of the Grant and/or verifying the Progress Update.

5. Your Obligations and Undertakings

- 5.1. During the Term and for two years after the expiry of the Agreement, you shall perform the obligations as listed below.
- 5.2. You undertake:
 - 5.2.1. not to do any act which might bring DBS into public disrepute;
 - 5.2.2. to ensure that the Purpose and all related information and materials are not offensive and do not have any inflammatory religious, racial or political connotations;
 - 5.2.3. that you shall upon accepting the Agreement (and on each anniversary of the Agreement, if required by DBS), provide us with a statement of declaration of good standing and solvency (“**Statement**”). The issuer and contents of the Statement shall be to our satisfaction. You further undertake to immediately provide us with any updates and information to the extent as we may require, if there is any event that affects your statement of good standing and solvency;
 - 5.2.4. that if there is any change in management and/or control in your company or entity, which includes a change of shareholders, directors and management, you shall inform us in writing before effecting any such change. We reserve the right to evaluate and decide if the Grant should be continued, and our decision is final.

6. Details, Milestones and Timelines

- 6.1. You shall perform the Purpose stipulated in the Agreement and complete the milestones and/or key performance indicators to our satisfaction.
- 6.2. If you fail to perform the Purpose and complete and deliver the milestones and/or key performance indicators to our satisfaction, we will be entitled to withhold the disbursement of the Grant (or any portions of it) until you perform the Purpose and complete the milestones and/or key performance indicators to our satisfaction. We are not obliged to provide any further funds, and the monies advanced up to such time shall be immediately recoverable against you upon demand.

7. Licenses and Intellectual Property

- 7.1. Unless expressly provided for in the Agreement or authorised in writing by the other party, we both shall not use each other’s names, trademarks, service marks, patents, copyright, designs, trade secrets or other intellectual property, including all adaptations and variations thereof and amendments thereto for any purpose.

- 7.2. You agree to grant us a licence to use, mention or feature your name, logo, description of your business, details of the Grant and the Purpose in our advertising, marketing and promotional materials and activities. We may also take photographs and videos at our events related to the Purpose which may capture you or your employees, agents or authorised representative, and you agree that we may use them in our advertising, marketing and promotional materials and activities, including on our website. You also accept that portions of non-sensitive business information shared over the course of the Term may be used in our research and marketing materials.
- 7.3. Subject to the terms of the Agreement and only with our prior written consent, we grant you a non-exclusive licence to use DBS' name and the DBS E-Badge for the sole purpose for you to fulfil your obligations under the Agreement. If we ask you to remove references to or change the use of DBS' name and/or DBS E-Badge, you shall immediately comply with our request.
- 7.4. Any intellectual property you create during the Term related to the Purpose will belong to us, unless we agree otherwise.
- 7.5. If DBS makes available any Application Programme Interface ("**API**"), information and/or any form of intellectual property to you for the Purpose, you shall only use the API, information and any form of intellectual property in accordance with our written consent, instructions and/or directions. At all times we will continue to own the rights to the API, information and any form of intellectual property we make available to you and you are only granted a license to use the API, information and/or any form of intellectual property for the Purpose.

8. Set-Off

- 8.1. In addition to any other right which we may have, we shall be entitled to set-off or transfer any sum standing to the credit of any one or more of your accounts (including accounts held alone or jointly, whether current, deposit, savings or of any other nature, in Singapore dollars or other currency and where ever situated in) towards satisfying your moneys, obligations and liabilities to DBS on any other account whether in Singapore or elsewhere and whether such liabilities be actual, contingent, primary, collateral, several or joint.
- 8.2. Where such set-off or transfer requires converting one currency into another currency, you authorise us to effect such conversion at DBS's prevailing rate of exchange. As soon as is reasonably practicable after such set-off or transfer has been effected, we will inform you.

9. Warranties

- 9.1. Both you and we represent and warrant to each other that we both have all requisite authority and rights to execute, deliver and perform our obligations under the Agreement and that we both shall perform the same in a proper and professional manner.
- 9.2. Both of us shall take all actions, execute and deliver all documents and otherwise do all things necessary to comply with all applicable Laws and regulations in connection with the performance of the Agreement, and shall obtain and maintain all regulatory, contractual and other licenses, permits and approvals as required.
- 9.3. You represent and warrant that:

- 9.3.1. there is no suit, action or proceeding (be it civil, criminal, insolvency and/or winding-up) pending, or to your knowledge, threatened against you;
 - 9.3.2. all information you submit to us is true and correct and we have relied on such information in awarding the Grant and we will continue to rely on such information in carrying on with the Grant;
 - 9.3.3. where you have provided us personal data, including those of your employees, agents, directors, contact persons, shareholders, authorized persons or any other persons, you shall ensure that all prior consents have been obtained from such persons in relation to disclosing their personal data to us; and
 - 9.3.4. the Purpose and related materials and information do not violate or infringe any intellectual property rights of any third party or any other right of any person or entity.
- 9.4. In the Agreement:
- 9.4.1. “**Governmental Authority**” means any domestic or foreign governmental or regulatory agency, statutory board, authority, bureau, commission, department, official or similar body thereof or any governmental court, arbitral tribunal or other body administering alternative dispute resolution;
 - 9.4.2. “**Law**” means any and all international, central, provincial or regional laws, whether civil, criminal or administrative, including (without limitation) regulations, rules, directives, decisions and recommendations, statutes and subordinate legislation, regulations, decrees, orders and ordinances, supervisory requirements, codes of practice, circulars, guidance notes and the like, local laws and by-laws and judgments, notices, orders, directions, instructions or awards of any Governmental Authority.

10. Indemnity

- 10.1. You agree to indemnify us and keep us and our officers, employees and agents indemnified against any and all actions, proceedings, claims or demands that may be brought against us or any of our officers, employees and agents by any party in respect of:
 - 10.1.1. any such action, proceeding or claim or demand arising out of your negligent or unlawful act or omission or wilful misconduct; or
 - 10.1.2. your breach of intellectual property rights, data privacy, secrecy or confidentiality obligations; or
 - 10.1.3. your breach of any terms of the Agreement.
- 10.2. The provisions stated above include any costs, damages and expenses we reasonably incur in defending or prosecuting any such claim, action, proceeding or demand and will survive the expiration or termination of the Agreement.

11. Expiry and Termination

- 11.1. The Agreement will automatically expire when you complete the Purpose to our satisfaction in accordance with the time frame set out or as extended in accordance with the Agreement.
- 11.2. We may terminate the Agreement by giving you one month’s written notice.

- 11.3. We may by written notice to you, immediately terminate the Agreement if the following takes place:
- 11.3.1. a material breach by you of terms and conditions stipulated in the Agreement;
 - 11.3.2. misrepresentation or the giving of false or misleading statements by or on behalf of the you, including for the Application;
 - 11.3.3. in our opinion, you are unlikely to complete the Purpose to our satisfaction or within the time-frame;
 - 11.3.4. an order has been made, or petition presented or resolution passed for your winding up or a meeting has been convened for the purpose of your winding up;
 - 11.3.5. upon your insolvency or if you are unable to pay your debts within the meaning of the insolvency legislation applicable to you.
- 11.4. If the Agreement is terminated for any reason other than the completion of the Purpose in accordance with the agreed time-frame under the Agreement, you shall, if we demand, refund such amount of the Grant that we have extended to you.
- 11.5. The rights to terminate the Agreement shall be without prejudice to any other right or remedy that we have in respect of the breach concerned (if any) or any other breach.

12. Confidentiality

- 12.1. Both of us shall treat as strictly confidential and will not disclose any information received or obtained by both of us or our respective officers, employees, agents or advisers as a result of accepting the Agreement including:
- 12.1.1. the provisions of the Agreement, or any document or agreement entered into pursuant to the Agreement;
 - 12.1.2. the negotiations leading up to or relating to the Agreement;
 - 12.1.3. the other parties to the Agreement; and
 - 12.1.4. the performance of the Agreement and details relating to the Purpose.
- 12.2. You, your employees, subcontractors and agents shall at all times comply with the statutory and common law banking secrecy, data privacy and confidentiality requirements in Singapore.
- 12.3. These restrictions stated shall not apply to any disclosure of information if and to the extent the disclosure is:
- 12.3.1. required by any applicable Laws;
 - 12.3.2. required by an order of any Court of competent jurisdiction applicable to us both;
 - 12.3.3. required by any applicable securities exchange, the police, supervisory or regulatory or Governmental Authority to which the relevant Party is subject or submits, wherever situated, whether or not the requirement for disclosure has the force of law;
 - 12.3.4. made to the relevant Party's professional advisers, auditors or bankers for the Purpose and the Party disclosing to such third parties shall bind them to observe and be liable for any failure by any of them to observe the foregoing obligations of confidentiality;
 - 12.3.5. of information that has already come into the public domain through no fault of the relevant Party.

13. Improper Payments

- 13.1. You undertake in the performance of your obligations under the Agreement that you, your officers, directors, employees, representatives, sub-contractors or agents will not, and shall refuse to, promise, make or offer to make any Improper Payments. “**Improper Payments**” means the conferring of bribes, undue advantage, improper gratifications, gifts and/or payments, whether of a financial nature or otherwise, in violation of all applicable anti-corruption laws and regulations (including the Singapore Prevention of Corruption Act and the UK Bribery Act).
- 13.2. If you breach the foregoing undertakings on Improper Payments:
- 13.2.1. we shall at our discretion terminate the Agreement, or alternatively require you to take such necessary remedial action as we regard as reasonable in the circumstances, including the removal of your officers, directors, employees or agents from involvement in the Agreement and the Grant and/or other specific obligations;
- 13.2.2. to the extent the law permits, you shall render all cooperation and provide full access to all relevant information, documents and/or records to us in any legal, regulatory or governmental action against us arising from the breach; and
- 13.2.3. you shall be liable to us for any court or government fines, regulatory sanctions and any other financial claims and penalties that we incur or are otherwise imposed on as a result of your breach of undertaking on Improper Payments.
- 13.3. This clause shall survive the expiry or termination of the Agreement.

14. Governing Law and Jurisdiction

- 14.1. The Agreement shall be governed by and construed in accordance with the laws of Singapore, without giving effect to its rules governing conflicts of law.
- 14.2. Both of us irrevocably submit to the exclusive jurisdiction of the Singapore courts.

15. Notices

- 15.1. Save as otherwise provided in the Agreement, any notice, demand or other communication (“**Notice**”) to be given by any party under, or in connection with the Grant shall be in writing and signed by or on behalf of the party giving it.

16. Publicity

- 16.1. DBS shall reserve the right on how it will be given recognition as a supporter for its participation in the Purpose including acknowledgement in the Purpose’s credits and in all publicity pertaining to the Purpose, where appropriate.
- 16.2. Pursuant to the Agreement, you shall:
- 16.2.1. incorporate the DBS name and DBS E-Badge as set out (or other versions as we agree and permit in writing from time to time) in any media release and/or publicity materials relating to the Purpose and you shall acknowledge DBS’ support in any media release and/or publicity materials in relation to the Purpose, provided always that you obtain our prior written approval before the media release and/or publicity materials are issued to the public;

- 16.2.2. use the DBS name and DBS E-Badge as set out (or other versions as we agree and permit in writing from time to time) on your website, linking the DBS name and DBS E-Badge back to <http://www.dbs.com/dbsfoundation/grant-programme/default.page>, provided always that you obtain DBS' prior written approval. The use of DBS' name and DBS E-Badge shall only be for identification of the Purpose and will not in any way imply any joint venture or any sort of operational integration or association between both of us;
- 16.2.3. be able to use the DBS name and DBS E-Badge as set out (or other versions as we agree and permit in writing from time to time) on your marketing materials, abiding by basic principles of usage even after expiry of the Agreement, provided always that you obtain DBS' prior written approval. If you breach the principles of usage, we are entitled at our sole discretion to cancel and invalidate your use of the DBS name and DBS E-Badge and withhold the payment of the Grant;
- 16.2.4. remove the DBS name and DBS E-Badge as set out (or other versions as we agree and permit) as and when we ask you to do so;
- 16.2.5. submit details, updates and other information regarding the social enterprise to us and agrees that we may, but shall not be obliged to, list such information on "Asia for Good" or such other website as DBS may determine.

17. Miscellaneous

- 17.1. The agreement shall be signed in both English and Chinese versions and in the event of any inconsistency between the two versions, the English version shall prevail.
- 17.2. The Agreement supersedes and cancels any previous agreements, warranties and undertakings and constitutes the entire agreement between us regarding the Grant.
- 17.3. A person who is not a party to the Agreement may not enforce any of its terms under any applicable law.
- 17.4. Any waiver of any right under this Agreement is effective only if made in writing. If either of us fail to enforce any provision of the Agreement, it is not to be interpreted as a waiver of such provision.
- 17.5. We are not in a partnership, joint venture or principal-agent relationship with each other or as a servant or agent of each other.
- 17.6. The Agreement may be varied, amended or modified only in writing and signed by our respective authorized representatives.
- 17.7. We are entitled to assign or transfer our rights and obligations to our affiliates and any entity that we merge, consolidate or amalgamate with or to which we transfer all or substantially all our assets, provided that the succeeding or transferee entity agrees to be bound by the Agreement without having to obtain your consent. You shall not be entitled to assign the Agreement without our prior written consent.
- 17.8. Unless this Agreement provides otherwise, both you and we will be responsible for our own costs relating to negotiating, preparing and implementing the Agreement.

- 17.9. If any provision of the Agreement is held by a Court of competent jurisdiction to be illegal, invalid or unenforceable, then such provision shall be given no effect and severed from the Agreement without invalidating the remaining provisions which will remain valid and binding.

2018 年星展基金會社會企業獎助金計畫

條款和條件

年度社會企業獎助金計畫係星展基金會為支援社會企業成長所發起之倡議活動之一。

申請流程

1. 資格

- a. 本獎助金是專門提供給位於香港、印度、印尼、新加坡與台灣的已註冊且營運中的社會企業。
- b. 申請本獎助金的社會企業（以下簡稱「社企」）也必須符合如下條件：
 - i. 為已登記的獨立營業實體，
 - ii. 能夠發現、力求解決或已經在解決某社會問題；並且能清楚說明/實例解決問題的方法，
 - iii. 擁有，或會提案擁有，基於收入的商業模式，
 - iv. 能夠清楚說明其模式（將）如何創造社會影響力和追蹤評估/監督該影響力的方式，以及
 - v. 既沒有宗教也沒有政治議程/隸屬關係。
- c. 此外，社企應能符合申請獎助金類別的額外條件。
- d. 特別強調，在印度登記並營運的社企必須能夠提出已獲《外國捐贈管理法》(FCRA) 核准之證明，可從外國實體收取資金。否則，社企必須證明其有能力符合如下條件：
 - i. 該業務的盈利能力僅取決於銷售收入，而不取決於通過贈款和/或獎勵方式應收的收入，
 - ii. 沒有明確的文化、經濟、教育、宗教或社會性（「CEERS」）計畫，且
 - iii. 獲得的獎助金不會用於資助其他應取得 FCRA 登記核准的個人和/或實體。
- e. 針對原型獎助金，截至 2018 年 1 月 1 日，申請的社企必須是註冊並營運不到 2 年的註冊商業實體。
- f. 針對組織獎助金，申請的社企必須
 - i. 截至 2018 年 1 月 1 日已是註冊並營運 2 至 4 年的商業實體，
 - ii. 在 2018 年 3 月 1 日之前的六個月或以上的時段已創收，且
 - iii. 有至少一位未受其他實體支薪雇用或涉及其他實體的全職創辦人，負責擔任關鍵決策者，並執行社企的日常營運作業。

- g. 星展基金會獎助金不能用於支持非政府組織 (NGO)、慈善公益模範慈善機構、為宗教用途的宗教組織、一般籌款運動、銀行警告列表中之實體、學生計畫和個人目的計畫。

2. 方案提交和參與

- a. 申請者應須使用 www.dbs.com/dbsfoundation/grant-programme/default.page 上提供的最新申請表格。使用以前版本的申請表格提交的申請書將不會被處理。
- b. 申請者應所載明的截止日期前將星展基金會獎助金申請書直接提交給星展基金會。並以星展基金會收文電子時間戳記為準，逾期者不予受理。
- c. 申請書內容必須以英文、中文或印尼文填寫。必要時，星展基金會將尋求協助來翻譯以中文或印尼語語提交的申請書。
- d. 申請書必須僅以.doc 和/.pdf 提交。我們強烈勸阻提交紙版申請書。
- e. 收到申請書後，星展基金會將於一周內告知收悉。
- f. 星展基金會不負責因任何原因而導致於申請期間內未收到受申請書的責任。不完整、難以辨認、損壞、無法識別的檔案格式、錯誤提交、丟失或逾期的申請書將無效和取消資格予不受理。
- g. 對於各個獎助金類型，每個實體只能提出一項申請。提出多項申請的實體或個人將喪失計畫資格。
- h. 過去曾向星展或星展基金會申請並獲得獎助金的社企，在先前的獎助金已經失效的情況下，可以再行提出申請。然而，作為過去的星展獎助金得獎者不代表一定會再次獲得獎助金，因每份申請書均係根據其內容進行獨立評選。
- i. 若申請者沒有在五個營業日內回覆星展基金會的信函，則視為該申請者退出申請。
- j. 評選完成後，星展基金會會通知申請者其申請結果。
- k. 參與者同意星展基金會收集並使用其專供星展基金會提案徵求計畫申請計畫使用的個人資料（包含但不限於姓名與聯絡資料）。星展基金會不會將特定個人資料作為他用。提供給星展提案徵求計畫的所有個人資料將根據適用法律，受妥善保管與處理。
- l. 所有已提交的資料將被視為公司機密資料，以保密資料的程度受妥善保護。星展基金會工作人員與評選委員會成員將不會與申請者簽署任何保密協議。

3. 評選機制

- a. 收到的申請將根據下列內容進行評選:-
 - i. 社會企業模式、社會影響力、創新、營運計畫、財務計畫、團隊優勢，以及
 - ii. 將構想付諸營運的所需作業，以及該作業的所需獎助金。
- b. 星展基金會將對申請者的資格和申請書是否完整或符合獎助金類型目標進行初步篩選。只有合格的申請才會轉交各國家評選團隊進一步審議。
- c. 申請書必須先成功通過各自國家市場的當地評選，才能入選區域性決選評選。
- d. 區域性決選評選將在新加坡以英語進行。如果申請者無法用英語進行交談，星展基金會將盡最大努力協助翻譯簡報和問答環節。
- e. 不設在新加坡的申請者可考慮自費來新親自做簡報。否則，簡報將從當地的星展銀行辦事處通過視頻或電話會議進行。星展基金會不會報銷所招致的旅費。
- f. 評選委員會的決定將為最終決定，對爭議將不予受理。
- g. 在評選完成後(但簽約前)，若申請者更改獎助金使用的方式，星展基金會保留不繼續授予獎助金的權利。獎助金的授予嚴格基於申請時提出的計劃。

4. 提案執行

- a. 制定階段性目標 (撥款里程碑)
 - i. 已入選的申請者必須針對提案中需獎助金支持的階段性目標進行簡報介紹給在各國家評選團隊與區域決選委員會進行評選。
 - ii. 階段性目標必須實際可行，並反映一定時間範圍內的合理業務發展與發揮的社會影響力。
 - iii. 獲選通知書中所述的階段性目標，將由獎助金得獎者與星展基金會共同制定。該里程碑將根據申請者先前向各國家地區的評選團隊與區域決選委員會進行評估所述之業務發展行動計畫與財務計畫而定。
- b. 獎助金發放
 - i. 獎助金發放作業將與獎助金得獎者的階段性目標成果相關聯。
 - ii. 獎助金得獎者將以分期方式獲得受核准的獎助金款項。每次分期獲得的獎助金金額係依獲選通知書(以下簡稱「LoF」)或其他由雙方商定的後續修訂文件中所述之階段性目標而定。
 - iii. 偏差批准是根據具個案體情況給予的。

- iv. 雖然不是強制性的，但為了促進資金更快的發放，強烈建議申請者在星展銀行開設賬戶。申請者可向當地星展銀行查詢各自的社企專用銀行業務。

5. 取消資格和修訂條件與條款之權利

- a. 針對違反提案徵求計畫精神，以及此處所載之條款與條件之申請者，星展基金會保留取消其資格之權利。
- b. 根據本協議之條款，星展基金會也保留取消或降低獎助金金額，以及要求獎助金得獎者歸還已發放獎助金之金額的權利。
- c. 若獎助金得獎者實體發現處於「休眠狀態」（定義為沒有任何商業活動並且沒有收入）的時間達兩個月以上，星展基金會將採取必要行動要求獎助金得獎者歸還已發放獎助金之全部或部分。
- d. 若獎助金得獎者違反 LoF 中載明的任何條款與條件，則視為違約。此些情況下，星展基金會將依據 LoF 中規定的追索權行事。
- e. 星展基金會保留在提案徵求計畫活動結束前的任何時間點修訂條款與條件的權利，且修訂內容將符合獎助金整體目標。

獎助金經批准條件與條款

星展基金會授予的獎助金須視申請者同意以下條款和條件而定，星展基金會會傳送獲選通知書正式通知獎助金獲選人。該信件連同其所有附表和附件將成為協議（“協議”），該協議將在贈款期限內對星展基金會和獎助金得獎者均具有約束力。星展基金會可以在收到接受函之前隨時更改以下的條款及條件，如果星展基金會這樣做，將給予合理的通知。下列是一般條款和條件的摘錄作為參考。星展基金會是不會允許談判更改撥款的以下條款和條件。

1. 协议期限

- 1.1. 獲選人必須在截止日期前交回已簽署之同意書，否則生效日期將不會生效。

2. 獎助金與用途

- 2.1. 鑑於獎助金由星展提供，獲選人同意並承諾僅將獎助金用於本協議約定的目的（“目的”）。

- 2.2. 除非另有說明，否則為避免疑慮，否則獲選人不得：

- 2.2.1. 質押、抵押、證券化或將獎助金（或任何部分）設定為擔保；或

- 2.2.2. 利用獎助金來投資、償還獲選人的貸款，以及/或者履行獲選人的任何其他責任。
- 2.3. 星展基金會將有權與獲選人澄清和/或追蹤獎助金（或任何部分）的使用和流向，和 / 或停止提供全部或部分獎助金。
- 2.4. 星展基金會會根據協議中載明的方式向獲選人提供獎助金。
- 2.5. 協議到期後，星展基金會沒有義務繼續向獲選人進一步提供獎助金。
- 2.6. 若無星展基金會的書面核准，則不得變更目標用途。

3. 時限

- 3.1. 獲選人應該根據提出的時間限制內，運用獎助金達成目標用途。
- 3.2. 如果獲選人認為無法於載明的時間限制內達成目標用途，獲選人應該立即：
 - 3.2.1. 以書面方式提出意見與原因，通知星展基金會；並
 - 3.2.2. 提出新的時間表，說明目標用途預計完成時間。
- 3.3. 收到通知後，星展基金會得自行斟酌：
 - 3.3.1. 同意獲選人提出的新時間表或反提出新的時間表，則條款將延長至達成目標用途的預計時間；或
 - 3.3.2. 終止協議，且獲選人應向星展基金會退還經雙方商定應退還的獎助金金額。

4. 資訊報告與存取

- 4.1. 在條款期間，獲選人每六個月應提供進度最新消息，並與星展基金會討論目標用途之進度（以下簡稱「**進度更新**」）。
- 4.2. 若經星展基金會要求，獲選人應提供與目標用途相關的所有材料、文件與資訊，以利星展基金會監督目標用途、獎助金用法，並驗證進度更新。

5. 獲選人的義務與承諾

- 5.1. 在本條款期間，以及本協議到期後的兩年內，獲選人應根據下方所述履行義務。
- 5.2. 獲選人承諾：
 - 5.2.1. 不會做出有損星展商譽之行為；
 - 5.2.2. 確保用途與相關的所有材料、文件與資訊不具冒犯性，且不帶有煽動性的宗教、種族或政治暗示意味；

- 5.2.3. 接受本協議後（或經星展要求，合約每滿一年後），獲選人應提供現況良好與清償能力聲明陳述（「陳述」）。陳述的提供者與內容應達到星展基金會的理想標準。獲選人進一步承諾，若發生對獲選人現況良好與清償能力陳述有所影響的事件，經要求時會立即提供要求範圍的更新與資訊；
- 5.2.4. 若獲選人的公司或實體的管理團隊和/或控制權有所變更（包含：股東、管理總監變更），獲選人會在該變生效前以書面方式通知星展基金會。星展基金會保留評選即決定是否繼續發放獎助金的權利，星展基金會的決定為最終決定。

6. 詳細資料、階段性目標與時間表

- 6.1. 獲選人應履行合約，並完成階段性目標和/或關鍵績效指標，成果應達到星展基金會的理想標準。
- 6.2. 如果獲選人未執行目的和/或未完成根據協議中載明的里程碑任務和/或關鍵績效指標，星展有權停止提供全部或部分獎助，直到獲選人執行目的和/或完成里程碑任務和 /或關鍵績效指標。星展無義務進一步提供資金，且提供的資金應在星展要求時即刻返還。

7. 授權與智慧財產

- 7.1. 除非協議中另有規定或經另一方書面授權，否則一方無權使用另一方名稱、商標、服務標誌、專利、版權、設計、商業秘密或其他知識產權，包括但不限於其任何改編、變更及出於任何目的對其所作的修訂。
- 7.2. 獲選人同意授權給星展基金會在星展基金會的廣告、行銷和宣傳材料與活動中使用、提及或加註獲選人的名字、商標、獲選人的企業說明、獎助金詳細資料及用途。在與用途相關的星展基金會活動中，星展基金會也將拍攝照片和影片，其中獲選人的員工、代理和授權代表可能入鏡，而獲選人同意星展基金會可將該些內容用於廣告、行銷和宣傳材料與活動，包括星展基金會的網站。獲選人也同意，在條款期間所分享的非機密商業資訊可用於研究與行銷材料。
- 7.3. 根據本協議，且僅在星展基金會提供書面同意的情況下，星展基金會向獲選人提供非專屬授權，可以使用星展名稱與星展獎助金徽章，僅限用於達成本協議中所述之義務。若星展基金會要求獲選人移除該參考內容，或者變更星展名稱和/或星展獎助金徽章的使用，獲選人應立即達成星展基金會要求。
- 7.4. 在本條款期間，除方雙方另行商議，否則獲選人所創造與用途相關的智慧財產均歸星展基金會所有。
- 7.5. 如果星展出於目的向獲選人提供應用程式介面（“API”）和/ 或任何形式的智慧財產權仍歸星展所有，獲選人應僅根據星展書面同意、指示和/ 指令使用該等應用程式介面和或任何形式的智慧財產權。星展在任

何時候出於目的向獲選人提供的應用程式介面、資訊和任何形式的智慧財產權仍歸星展所有，獲選人僅獲得出於目的使用該等應用程式介面、資訊和/ 或任何形式的知識產權的權利。

8. 抵銷

- 8.1. 除了星展基金會所擁有的任何權利之外，星展基金會將有權抵銷或轉讓獲選人在新加坡或全球各地的一個或多個帳戶中之餘額（包含單獨持有或共同持有的帳戶，無論是經常帳戶、存款帳戶、儲蓄帳戶或其他類型的帳戶，且無論以新加坡元或任何幣值所儲存，在任何地方的帳號），以償還對星展的金錢、義務或責任，無論該責任係實際責任、尚不確定之責任、基層責任、擔保責任或連帶責任。
- 8.2. 若該抵銷或轉讓作業需要轉換貨幣，獲選人將授權給星展基金會以星展的現行匯率進行轉換。在該抵銷和轉撥動作生效後，一旦合理可行，星展基金會將會通知獲選人。

9. 保證

- 9.1. 雙方向對方聲明且保證，雙方均有所有必要授權與權利，以執行、提出並履行本協議中的義務，且雙方應以合適且專業的方式履行相同協議。
- 9.2. 雙方均應採取所有行動、執行並提出所有文件，並另行執行所有必要事務，以遵循與本協議成果相關的適用法律與法規，且應按要求取得並維護所有法規、合約與其他授權、許可予核准。
- 9.3. 獲選人在此聲明並保證：
 - 9.3.1. 獲選人無針對其進行的未決訴訟（無論為民事、刑事、無力償債和/或清盤性質）或就其所知的或有訴訟；
 - 9.3.2. 其向星展提交的所有信息真實準確，且獲選人知悉和同意星展依賴該等信息而給予獎助金，並將繼續依賴該等提供獎助金；
 - 9.3.3. 關於獲選人向星展披露的獲選人僱員、代理、董事、聯繫人、股東、授權人員或任何其他人員的個人信息，獲選人應該確保已就改等披露獲得當事人的事先書面許可；及
 - 9.3.4. 本協定目的及相關材料不違反或侵犯任何第三方知識產權或任何人或實體的任何其他權利。
- 9.4. 本協議中：
 - 9.4.1. 「政府當局」指任何國內或外國的政府或主管機關、法定機構、機關、局、委員會、部門、官方機構或相似機構，或任何，或政府法院、法裁法庭，或者其他可另可解決爭議之機構；

9.4.2. 「法律」指政府當局的所有國際、中央、省際或地區法律，無論民事、刑事或行政法律，包含（但不限於）法規、規定、指導方針、決策、建議、規約和從屬立法、法規、法令、命令與管制、監督要求、作業規範、通告、須知與類似內容、當地法律和次要法律與判決、通知、命令、指導、指南或獎勵。

10. 補償

10.1. 獲選人茲同意在以下情況下賠償星展及其高級職員、僱員及代理人任何訴訟、起訴、索賠或要求造成的損失：

10.1.1. 因獲選人的過失或違法行為，或疏漏或有意的不法行為而造成的所有動作、程序、索賠與要求；或

10.1.2. 獲選人違反智慧財產權、資料隱私、秘密或機密義務，或

10.1.3. 獲選人違反本協議中的任一條款。

10.2. 上述條款的條文包含任何因辯護或控告認和索賠、行為、程序或要求所招致的成本、損害、開支，且本條文在本協議到期或終止後仍然有效。

11. 到期與終止

11.1. 根據載明的時間表，或者根據對本協議的延長，本協議將在獲選人完成目標用途且達星展基金會理想標準時自動到期。

11.2. 星展基金會得終止協議，須提前一個月通知獲選人。

11.3. 若發生以下情況，則星展基金會得向獲選人提出書面通知並立即終止本協議：

11.3.1. 獲選人對本協議中載明的條款與條件做出重大違規；

11.3.2. 獲選人或獲選人的代表提出失實陳述，或者虛偽不實/誤導式陳述，包含為應用方面提出；

11.3.3. 星展基金會認為獲選人不可能在既定時間範圍內達成目標用途，並達到星展基金會理想標準；

11.3.4. 獲選人的清理程序收到命令、聲請、決議，或者已對獲選人的清理程序召開會議；

11.3.5. 若獲選人資不抵債，或者獲選人無法遵循適用破產支付債務。

11.4. 若本協議的終止原因，係出於在本協議中雙方同意的時間內達成目標用途意外的原因，則若星展基金會要求，獲選人應退還星展基金會向獲選人發放的獎助金金額。

11.5. 根據條款而終止本協議的權利，不會影響與違約（若有）或其他違約相關的任何權利或賠償。

12. 保密性

12.1. 雙方應遵循嚴格機密性來對待雙方因接受本協議而收到，或由各自的主管、員工、代理或顧問取得的資料內容，包括：

12.1.1. 本協議中的條文，或者接續本協議後簽署的任何文件或協議；

12.1.2. 任何造就本協議或與本協議有關的協商；

12.1.3. 與本協議有關的其他方；以及

12.1.4. 本協議的履行內容，以及與目標用途相關的詳細資料。

12.2. 獲選人、獲選人的員工、轉包商和代理也應完全遵循新加坡的銀行秘密、資料隱私和機密要求之成文法與普通法。

12.3. 若披露的範圍如下，則條款中的此些限制將不適用於任何資訊的披露事宜：

12.3.1. 受適用法律要求；

12.3.2. 受對雙方有效力的具合法轄權之法院命令要求；

12.3.3. 受適用的證卷交易、政策、監督或法規或政府當局要求，且無論位於何處，相關方必須加以遵循或提供，無論披露之要求是否有法律效力；

12.3.4. 為目標用途之目的向相關方的專業顧務、稽核人或銀行披露，且向此些第三方披露的一方應對其約束以加以觀察，並對其所導致的任何失誤負責，藉此觀察上述機密性義務；

12.3.5. 早已公開，且相關方並無過錯。

13. 不當費用

13.1. 獲選人承諾會履行本協議中載明之義務，即獲選人、獲選人的主管、總監、員工、代表、轉包商或代理將不會（且應拒絕）承諾、做出或提議提供不當費用。「**不當費用**」指違反所有適用反貪腐法律與法規（包括《新加坡防止貪污法》和《英國反賄賂法》）所給予的賄賂、不正當利益、不當享樂、禮品和/或費用（無論本質為金錢或其他物品）。

13.2. 若獲選人違反於不當費用條款中的所述承諾：

- 13.2.1. 星展基金會得自行斟酌以終止本協議，或者要求獲選人採取星展基金會認為在該情況下和里的必要補償行為，包括要求獲選人解雇涉及本協議、獎助金和/或其他特定義務的主管、總監、員工或代理；
- 13.2.2. 針對因為違約而導致星展基金會面臨法律、法規或官方行動的情況下，在法律允許的範圍內，獲選人應與星展基金會協同合作，並提供相關資訊、文件和/或紀錄的完整存取權；以及
- 13.2.3. 若因獲選人違反不收取不當費用之承諾，導致星展基金會所招致或蒙受的法院或政府罰鍰、法規制裁和任何財務索賠與罰金，獲選人應該對此負責。

13.3. 本條款在本協議到期或終止後仍然有效。

14. 管轄法律與管轄權

- 14.1. 本協議應由交由新加坡法律管轄與解釋，任何管轄法律衝突之法規均為無效。
- 14.2. 雙方應受新加坡法院專屬管轄權管轄，不得撤銷。

15. 通知

- 15.1. 除本協議中另有說明，否則由本協議中或與獎助金相關的任一方提出的任何通知、要求或溝通內容（以下簡稱「通知」）應以書面方式提出，並經提出方或其代表簽名。

16. 宣傳

- 16.1. 對於在與目標用途相關的宣傳內容中，提及星展作為目標用途的支持方的呈現方式，在適當情況下星展保留呈現方式的所有權利。
- 16.2. 根據本協議中的條款 8，獲選人應當：
 - 16.2.1. 在與目標用途相關的媒體發布稿和/或宣傳材料中，納入星展名稱與載明的星展獎助金徽章（或者其他由雙方隨時以書面方式商定的版本），且獲選人應在與目標用途相關的媒體發布稿和/或宣傳材料中，認可星展的支持，並在媒體發布稿和/或宣傳材料一律必須先行取得星展的書面核准；
 - 16.2.2. 在獲選人的網站中使用星展名稱與載明的星展獎助金徽章（或者其他由雙方隨時以書面方式商定的版本），且星展名稱與與星展獎助金徽章可連結返回至 <http://www.dbs.com/dbsfoundation/grant-programme/default.page>，並一律必須先行取得星

展的書面核准。星展的名稱與星展電子徽章儘可供目標用途之用，且不可以任何方式暗示雙方之間係合資企業，或者雙方之間具有任何類型的營運整合或關聯；

- 16.2.3. 可在宣傳材料中使用星展名稱與載明的星展獎助金徽章（或者其他由雙方隨時以書面方式商定的版本），且遵循基本使用原則，即便在合約到期後仍須遵循，並一律必須先行取得星展的書面核准。若獲選人違反使用原則，星展基金會將有權取消並收回獲選人使用星展名稱或星展獎助金徽章的使用權，並扣留獎助金款項；
- 16.2.4. 依星展基金會要求移除星展名稱與載明的星展獎助金徽章（或者其他由雙方隨時以書面方式商定的版本）；
- 16.2.5. 向星展基金會提交與社會企業有關的詳細資料、更新與其他資訊，並同意星展基金會得（但無義務）將此資訊列於「Asia for Good」或其他由星展決定的此類網站。

17. 雜項

- 17.1. 本協定應同時以英文和中文簽署，且中文版本與英文版本不一致時，以英文版本為準。
- 17.2. 本協議取代並取消以前的任何協議、保證和承諾，並構成雙方之間關於授予獎助金的完整協議。
- 17.3. 不屬於本協議的相關方無權執行本協議的任何條款。
- 17.4. 本協議下任何一方的棄權行為僅當該方授權代表書面簽字確認後方可生效。若任何一方在任何時候未能執行本協議任何規定，在任何情況下均不應解釋為該規定的棄權行為。
- 17.5. 我們雙方不視對方為具有夥伴關係、聯合經營或委託 - 代理關係或為另一方僱員或代理人。
- 17.6. 本協議任何規定或任何附表的所有變更、修正、修改、補充或替代以書面形式經雙方授權代表簽署後方可生效。
- 17.7. 星展基金會將有權將其權利或義務或其全部或大部分資產讓予或轉讓給星展併購、聯合或合併的關聯機構或任何實體，但前提是承接或受讓實體同意接受本協議的約束，無需得到獲選人同意。未經星展基金會事先書面同意，獲選人無權轉讓本協議任何規定下的權利或義務。
- 17.8. 除非本協議另有規定，否則獲選人和星展基金會將自行承擔與協商、準備和實施本協議有關的費用。
- 17.9. 如果本協定的任何規定由有管轄權的法院持有，是非法的、無效的或不可執行的，則此種規定不應生效並從本協定中刪去，而不使其餘的條款無效，其餘條款將繼續有效和有約束力的。