



CODE OF CONDUCT
OF
BREAST CANCER
FOUNDATION
(Committee Members and Staff)

BREAST CANCER FOUNDATION CODE OF CONDUCT FOR COMMITTEE MEMBERS AND STAFF

1. GENERAL INTRODUCTION TO THE CODE OF CONDUCT FOR COMMITTEE MEMBERS AND STAFF

1.1 DEFINITION & OBJECTIVES OF THE CODE

- 1.1.1 This Code represents the commitment of Breast Cancer Foundation (hereinafter referred to as the “**Society**”) lawfully and ethically to the highest standards possible. This Code shall apply to all Committee Members, members of work groups established by the Committee (hereafter referred to as “**Sub-Committee**” and defined under Paragraph 2.2.1 below) and employees (hereafter referred to as “**Staff**”) of the Society.
- 1.1.2 The Committee Members, Sub-Committee and Staff are expected to meet the Code’s high standards of legal and ethical conduct. All Committee Members, Sub-Committee and Staff must conduct themselves at all times with honesty and propriety. The Society’s success pivots on its Committee Members’, Sub-Committees’ and Staff’s reputation for integrity, trust and confidence.
- 1.1.3 Whilst the Code attempts to cover as many areas as possible, it may not be exhaustive. Therefore, from time to time, if there are any queries or issues, Committee Members, Sub-Committees and Staff are advised to consult or address their concerns to the Committee Members.

1.2 A SOCIETY’S VISION AND MISSION¹

(a) Vision

To be a leader in breast cancer support in Singapore.

(b) Mission

To advocate early detection of breast cancer and support our breast cancer community

B OBJECTIVES OF THE SOCIETY²

- (a) To identify, promote, encourage the early detection, treatment, education, welfare and care of persons with breast cancer and to watch over, protect and act in the interest of breast cancer patients/ survivors and caregivers.
- (b) To stimulate awareness and understanding of the public to the incidence of breast cancer, the importance of early detection, promote community involvement/ support for breast cancer patients, survivors, caregivers and their families.
- (c) To provide breast cancer patients and the public with information on standards of medical care that can be expected for the detection and treatment of breast cancer through the development and administering of informative and learning programmes.

¹ Breast Cancer Foundation website (<https://www.bcf.org.sg/about/about-bcf/>)

² Breast Cancer Foundation Constitution Rule 3.1

- (d) To work closely with various cancer support groups and to centralize and optimize efforts against breast cancer and eradicating breast cancer as a threatening disease in Singapore.
- (e) To provide training, life-long learning, improved support and medical facilities for breast cancer patients and their families.
- (f) To implement schemes to help breast cancer patients and their families who require financial support for their treatment.
- (g) To encourage, promote, facilitate, financially support research into the causes, diagnosis, treatment, prevention and cure for breast cancer.
- (h) To provide an avenue for community volunteer support for the Society and breast cancer.
- (i) In furtherance of the above objects, the Society may:
 - (i) provide assistance and advice for families of breast cancer patients, survivors and caregivers;
 - (ii) provide and maintain suitable premises for the purposes of the Society, establish, encourage and promote establishment, improvement of centres for the provision of support and medical facilities to breast cancer patients, survivors and caregivers;
 - (iii) provide publication, courses and other facilities for imparting of knowledge and exchange of ideas in respect of breast cancer detection, treatment and eradication;
 - (iv) co-ordinate with medical organisations to provide additional training for medical staff to handle and care for breast cancer patients more effectively;
 - (v) liaise with government departments, other organisations, agencies, professionals and employers in the private sector with regard to providing financial support, savings/insurance and policy programs to breast cancer patients;
 - (vi) safe-keep the income and property of the Society whensoever derived, for sole application towards the promotion of the objects of the Society and ensure that no portion thereof shall be transferred directly or indirectly by way of profit to the members; and
 - (vii) undertake any other activities as are incidental or conducive to the attainment of the above objectives.

1.4 ACCOUNTABILITY TO STAKEHOLDERS

- 1.4.1 The Society is accountable to its stakeholders in terms of how it conducts its activities. The Society's role in meeting the needs of its stakeholders is as follows:

- (a) Beneficiaries (breast cancer patients, survivors and their caregivers)
To offer financial support and assistance through a variety of programmes and services to meet their needs. Beneficiaries shall in turn provide support to other breast cancer patients and caregivers by journeying with them through shared experiences.

Breast cancer survivors form the foundation of the Society as having personally gone through the journey and struggle of being breast cancer sufferers, understand what breast cancer patients and their caregivers need. They can share their experience, comfort and

help breast cancer patients and care givers. They are also the most effective people in spreading the message to the community on the importance of early detection.

Breast cancer caregivers of breast cancer survivors also have a wealth of experience, skills and understanding in attending to breast cancer patients.

(b) Volunteers

To create opportunities for volunteers to contribute in meaningful ways and in so doing, to grow with the Society.

(c) Donors

To develop and maintain rewarding and fulfilling long term relationships with donors.

(d) Staff

To recognise that human capital is one of the key assets and to ensure that Staff have a safe and conducive working environment with competitive employment terms and conditions of service.

(e) Community

To be a responsible member of the social service sector responding to community needs and developing mutual respect, and goodwill with other voluntary welfare organisations and government agencies. The Society shall observe cultural, political, social and environmental issues in all its activities and operational decision-making processes.

(f) Suppliers

To develop and maintain amicable working relationships with suppliers and contractors.

1.4.2 The Committee shall organise monthly feedback sessions with members termed as “Meet the Members Feedback Session” in order to receive feedback from members in relation to the Society and to answer any queries from members.

2. BOARD GOVERNANCE

2.1 COMMITTEE ROLES & COMPOSITION

2.1.1 Composition of the Committee

- (a) The Committee’s composition, election or appointment, power, tenure and proceedings, including the maintenance of records, shall be in accordance with the laws of Singapore and the Society’s Constitution.
- (b) The list of existing Committee Members shall be published on the Society’s website with details of Committee Members’ occupations, role, term of appointment and the Society’s email addresses.

2.1.2 Change in Composition of the Committee

- (a) Prior to any change in composition of the Committee, all existing Committee Members shall by majority vote, vote on the appointment of any new Committee Member either by way of email or at a Committee Meeting convened, giving at least seven (7) days' notice.
- (b) Upon the majority approval of the existing Committee Members pursuant to Paragraph 2.1.2(a) above, notification of appointment of the new Committee Member shall be given to all Committee Members of the change in composition of the Committee. The list of existing Committee Members set out in Paragraph 2.1.1(b) above shall be updated to reflect the change in composition of the Committee no later than seven (7) days after the official appointment of the new Committee Member to notify the members.

2.1.3 Committee Meetings

- (a) A Committee Meeting shall be held at least once every quarter after giving (14) fourteen days' notice to Committee Members. The business / agenda and any documents in relation thereto shall be furnished to the Committee Members at least (14) fourteen days before the convened Committee Meeting. A Committee Member may call a Committee Meeting at any time by giving (14) five fourteen days' written notice. At least (6) six Committee Members must be present to form a quorum for its proceedings to be valid.
- (b) Any business / agenda put forth at a Committee Meeting will be decided by way of a simple majority vote of the Committee Members with each Committee Member having one vote.
- (c) As much as possible Committee Members shall attend all Committee Meetings.
- (d) Committee Members shall inform the President in writing at least two (2) days in advance if they are unable to attend a Committee Meeting, providing reasons for not attending the Committee Meeting.
- (e) If a Committee Member fails to attend two consecutive Committee Meetings without giving such advance notice stated in paragraph 2.1.3(d), the Committee Member shall be given seven (7) days from the day of the second Committee Meeting for which he was absent from to provide valid reasons to the President for the Committee Member's absence.
- (f) The President shall decide if the Committee Member has provided valid reasons for the Committee Member's absence from the Committee Meeting. Committee Members who absent themselves for two consecutive meetings in a year without good reason shall be requested by the President to resign.

2.1.4 Duties of the Committee:

- (a) Committee Members are responsible for directing the affairs of the Society, ensuring it is well-managed and delivering the Society's objects.
- (b) The duty of the Committee is to oversee and manage the daily activities of the Society. The Committee may not act contrary to the expressed wishes of the General Meeting without prior reference to it and always remains subordinate to the General Meeting.
- (c) The Committee Members shall improve communication and build rapport with members who shall share their feedback on the activities and management of the Society.
- (d) The Committee Members shall endeavor to attend Society activities to establish better

communication, understanding and interaction with members and volunteers of the Society.

- (e) Committee Members shall provide feedback to the Committee on the competencies and performance of Sub-Committee Members they oversee.
- (f) The Committee has power to authorise the expenditure of a sum not exceeding the approved budget from the Society's funds for the Society's purposes.

2.1.5 The Committee shall also have the powers as set out in the Society's Constitution.

2.1.6 Independence

All Committee Members shall exercise independent judgement and act in the best interest of the Society. The Committee shall not receive any remuneration as Committee Members. Paid Staff of the Society shall not become Committee Members.

2.1.7 Distinction of Duties

Sub-Committee Members are expected to help with the work from time to time. Where Committee members are directly involved in operational decisions and matters, those concerned should make a clear distinction between their Committee role and their operational work.

2.1.8 Qualifications and Training

The Committee shall comprise members who possess suitable personal attributes³, core skills/competencies⁴ and commitment. The Committee as a whole shall work to achieve these competencies by attending structured training (e.g. courses in governance and core competencies) during their term of office. Orientation briefings and documents shall be given to each new Committee Member to properly induct and familiarise them about their responsibilities and the operations of the Society.

2.1.9 Committee Evaluation

The Committee shall conduct a written self-evaluation survey at least once a year to assess the performance⁵ and effectiveness of the Committee as a whole. Based on this evaluation, the Committee shall, where appropriate, consider process improvements, new board programs and new members for appointment to the Committee.

2.2 STRUCTURE OF SUB-COMMITTEES

2.2.1 The Society shall establish Sub-Committees, with documented terms of reference, to assist with the governance and programmes of the Society. The Sub-Committees shall comprise:

- (a) Appointment and Nomination Sub-Committee;
- (b) Audit, Risk and Compliance Sub-Committee;
- (c) Finance and Investment Sub-Committee;
- (d) Advocacy and Communications Sub-Committee;
- (e) Fundraising Partnership Sub-Committee;

- (f) Human Resource Sub-Committee; and
 - (g) Programmes, Membership and Volunteers Sub-Committee.
- 2.2.2 Procedures in relation to the Sub-Committees' composition, election or appointment, power, tenure, duties and proceedings, including the maintenance of records, shall be in accordance with the respective terms of references found in Appendix 1.
- 2.2.3 The Committee is empowered to establish other appropriate or necessary project committees or task forces for specific projects or subprograms, from time to time. The Committee shall establish the necessary representation and communications with the project committee or task force.

3. CONDUCT OF OPERATIONS

3.1 OPERATIONS PLAN

- 3.1.1 The Committee shall ensure that the Society has adequate resources for its operations and programmes, and that such resources are effectively, efficiently and prudently managed. Broad-based programmes shall be identified annually and Committees formed to develop actions and initiatives in each programme area.
- 3.1.2 The Committee shall approve an annual work plan for the Society to ensure that the activities are aligned to its charitable objectives. The Committee shall review the plan periodically.
- 3.1.3 The Committee on behalf of the Society shall, where appropriate, collaborate or network with other organisations, other charities, corporate partners, community and national organisations for greater efficiency in the use of shared resources and for the advantage of its beneficiaries or members.
- 3.1.4 The Committee shall ensure that there is adequate reporting of the progress of its programmes and outcomes to relevant stakeholders on its website, through the media and in its annual report.
- 3.1.5 All Codes of Conduct and Governance applicable to Committee Members, Staff, members and volunteers shall be published on the Society's website.
- 3.1.6 The Committee shall ensure that, as part of the annual work plan, there is a current and updated plan on developing the capability of the Society and shall monitor the progress of this plan. It shall also measure the overall organisational performance of the Committee.

3.2 INTEGRITY

Committee Members, Sub-Committees and Staff are expected to act with integrity at all times in their dealings with the Society's stakeholders, in particular, beneficiaries, volunteers, donors, suppliers and consultants. In negotiations with these parties, accurate data and information shall be presented. Committee Members, Sub-Committees and Staff shall not wilfully submit a proposal or statement, which they know to be false, incomplete or misleading.

³ Suitable personal attributes include: integrity, informed judgement, financial literacy, mature confidence, high standards of excellence

⁴ Core competencies include: accounting, finance, legal, human resources, business & management, strategic planning, fundraising, property, technology, media and sectoral knowledge (health, social services, education, religious, etc)

⁵ Such as attendance, preparedness, participation and candour

3.3 BRIBERY, GIFTS & ENTERTAINMENT

3.3.1 The Society shall comply with all the laws and regulations in the areas which it operates and shall conduct its activities in an ethical manner. Bribery is fundamentally inconsistent with the Society's values and ethics and any payment, or promise of payment or any other similar inducements, which are not in direct pursuance of the Society's mission, made directly or indirectly in any form, to gain perceived advantage for the Society is strictly prohibited.

3.3.2 All gifts, favours and entertainment from third parties shall be handled prudently. Accepting lavish or excessive gifts and entertainment/hospitality can create expectations that may potentially be problematic for the Society, if not met. Likewise, the offering of lavish or excessive gifts or entertainment/ hospitality to outside parties may also pose problems for the Society.

3.3.3 Gifts, favours and entertainment/hospitality may be provided on behalf of the Society if:

- (a) They are consistent with generally accepted work practice, custom and ethical standards;
- (b) They cannot be construed as bribes, enticement or kickbacks in any way, with regard to form, cost, frequency of giving and the manner and circumstances under which they are given;
- (c) They do not violate the laws and regulations of Singapore or those of the Society; and
- (d) The Society will not be embarrassed or be liable for any legal or regulatory liability.

3.3.4 In determining their propriety, the following factors shall be considered:

- (a) Form and cost of the gift, favour or entertainment/hospitality, their frequency, timing and manner of the giving;
- (b) Whether the setting and context are conducive to building or maintaining a good working relationship; and
- (c) Whether the gift, favour or entertainment/hospitality are, or can be, fully visible to the management or authority of the organisation or entity whose employee or representative receives it.

3.3.5 Approval must be sought from the Committee, if the recipient represents the Government or Statutory Boards or is regulator-linked, before the gift, favour or entertainment/hospitality can be made. Government bodies may have restrictions on the provisions of business or social courtesies or things of value offered to government employees. Committee Members, Sub-Committees and Staff conducting dealings with government bodies must know and respect all such restrictions. It should be noted that any such gift, favour or entertainment/hospitality must never be construed as an attempt by the Society to exert improper influence on such individuals. Exceptions may be made for tokens of appreciation given to Guests of Honour at the Society's official functions if the gift value does not exceed S\$250.00, is a donated item or is crafted by the Society's children, clients, volunteers or Staff.

3.4 POLITICAL ACTIVITIES

The Society is a registered charitable organisation, not linked or affiliated to any political party in Singapore. It remains neutral on political issues. However, when the need arises, the Society will

lobby, within legal limits and boundaries, on issues that concern its operations/activities and its stakeholders, so as to promote, protect and preserve its interests and those of its stakeholders.

3.5 HARASSMENT AND DISCRIMINATION

3.5.1 The Society supports the cultural and ethnic diversity of its workforce. The Society maintains a work environment that enables it to attract, retain and fully engage diverse talents that can contribute effectively to its continued growth and success as a role model among registered charitable organisations.

3.5.2 The Society takes allegations of harassment, including sexual and racial harassment, seriously and prohibits all forms of discrimination on the basis of race, religion, gender, age, marital status, etc. If a Committee Member, Sub-Committees or Staff is aware of such harassment or discrimination, he/she should report this to the Committee or Human Resource Sub-Committee. The identity of the Staff concerned shall be kept confidential.

3.6 HEALTH AND SAFETY

The Society undertakes to provide a safe and healthy work environment for the Staff and other persons at work in accordance with the Singapore Workplace Safety and Health Act, The Employment Act and the Work Injury Compensation Act. In turn, Staff and other persons at work owe to the Society a duty to fully co-operate and observe safety and health regulations and practices in the Society. All parties must jointly work towards an accident-free work environment. Staff who are aware of unsafe work conditions or processes should notify the Human Resource Sub-Committee so that appropriate measures can be taken to remove or minimise such health and safety hazards from the workplace.

3.7 FITNESS FOR DUTY

3.7.1 The Society is committed to a work environment free of illegal drugs which can compromise Staff integrity and safety in the workplace. The use, sale or possession of illegal drugs at the Society's premises is strictly prohibited. When reporting for work and during working hours, Staff must at all times be free from the influence of drugs.

3.7.2 Fitness for duty means that Staff are physically and mentally fit to perform their duties safely and efficiently without endangering themselves or others. If Staff are not well, they should seek medical treatment.

3.8 TEAMWORK

Teamwork and co-operation are critical aspects of the Society's work culture. The Society leverages on the dynamics of the Committee Members', Sub-Committees' and Staff's collective skills, knowledge and experience to achieve the best results for the Society's stakeholders.

3.9 ENTERING INTO CONTRACTUAL RELATIONS

Unless otherwise expressly authorised, Committee Members, Sub-Committee and Staff are not allowed to enter into a contractual relationship with a third party on behalf of the Society. Examples of third parties with whom the Society enters into contractual arrangements include donors, suppliers, corporate partners, banks etc. If the nature of work or position requires the Committee Member, Sub-Committee or Staff to enter into such contractual relationship on behalf of the Society, they be authorized to do so by the Society through its Standard Operational Procedure for Internal Controls as found in Appendix 6, or by the Committee.

3.10 INFORMATION TECHNOLOGY (IT) RESOURCES

- 3.10.1 The Society provides Staff with information technology resources such as voice and email systems, desktop computers, notebooks, servers, printers, digital and video cameras, MP3 players etc to facilitate work and communications with other parties. However, if such IT resources are needed by Committee Members to carry out specific functions, the following procedures are to be followed:
- (a) New purchases will require approval according to the Society's financial approval process.
 - (b) The President should be informed if Committee members, in the course of carrying out specific assignments, wish to take IT equipment out of the Society's premises. Such equipment shall be returned to the Society on completion of the assignment.
- 3.10.2 These resources are the property of the Society. Therefore, any Society-related information created by Committee Members, Sub-Committee or Staff with the Society's IT infrastructure and resources and stored in them is also deemed to belong to the Society. The Society reserves the right to repair, service, inspect, modify and discontinue the IT resources at any time with or without notice and with or without reasons.
- 3.10.3 The Society expects Committee Members, Sub-Committee and Staff to use its IT resources for legitimate work purposes. In so doing, they shall adhere strictly to the laws and ethics governing the use of such IT resources. They are strictly prohibited from installing privately owned or pirated software in the Society's IT infrastructures and systems. Disciplinary action will be taken against these persons if they violate this rule.

3.11 OFFICE PROPERTY AND PREMISES

- 3.11.1 In order for Committee Members, Sub-Committee and/or Staff to perform their duties, they shall be entrusted with property or equipment which they are expected to take care of. It is their responsibility to take care of and protect such properties or equipment from loss, damage, misuse and theft.
- 3.11.2 The Society's premises, properties and equipment are used to advance its interests. Committee Members, Sub-Committee and Staff shall not be permitted to use such premises, properties or equipment to carry out illegal activities or to generate any profits for personal gain. Properties and equipment shall be returned to the Society when the Committee Member or Sub-Committee relinquishes his/her position or when the Staff ceases employment with the Society. Unless it is for work reasons, no Committee Member, Sub-Committee or Staff shall be allowed to remove the Society's properties and equipment to another location.

4. CONFLICTS OF INTEREST

4.1 DISCLOSURE POLICIES AND PROCEDURES

- 4.1.1 Committee Members, Sub-Committee and Staff shall act in the best interest of the Society. Clear policies and procedures shall be set and measures taken to declare, prevent and address conflict of interest that could affect the integrity, fairness and accountability of the Society.
- 4.1.2 Disclosure policies and procedures in relation to declaration of conflict of interest and abstention from decision making shall be in accordance with the Society's Avoidance of Conflict of Interest Policy found in **Appendix 2**.

5. **FRAUD**

5.1 **ZERO TOLERANCE POLICY**

- 5.1.1 The Society maintains a zero tolerance policy towards fraud. This policy not only applies to all the Society's Committee Members and Staff but also applies to the Society's vendors, suppliers and partners to the extent that the Society's resources or reputation may be involved or affected.
- 5.1.2 The Society defines fraud as intentional deception, misappropriation of resources or manipulation of data or information to the advantage or disadvantage of a person or entity ("**Fraud**"). Some examples of Fraud include:
- (a) Falsification of financial results;
 - (b) Falsification of expenses, invoices and quotations;
 - (c) Alteration or falsification of records;
 - (d) Failure to account for monies collected; or
 - (e) Knowingly providing false information on job applications or in relation to requests for funding.

5.2 **FRAUD DETECTION AND REPORTING**

- 5.2.1 The Society is committed to put in place checks and balances to deter and prevent Fraud.
- 5.2.2 All Committee Members, Sub-Committee and Staff have a duty to report concerns, which they may have, or reliable information provided to them, about possible fraudulent activity of any Committee Member, Sub-Committee, Staff, vendor, supplier, corporate partners or any other party associated with the Society.
- 5.2.3 Given the seriousness of allegations of Fraud and that persons who are of more seniority in rank or hierarchy could be involved in such allegations; several independent reporting avenues shall be made available to ensure confidentiality and impartiality.
- 5.2.4 Committee Members, Sub-Committee Members and Staff may report their concerns to the Secretary.
- Please refer to Paragraph 10 for the Society's Whistleblowing Policy.
- 5.2.5 All reports of Fraud will be taken seriously and shall be investigated accordingly. The person reporting shall be obliged to identify himself or herself to any of the Committee Members before investigations can proceed. The Society will not act on an anonymous allegation of Fraud.
- 5.2.6 The identity of the person reporting shall be kept confidential, within the limits allowed by law. The Society does not tolerate any reprisals or retaliations against the person who file such reports if the person has acted reasonably and in good faith and has cooperated in the Society's investigations. The Society, however, cannot protect persons who file reports which they know to be false and without reasonable belief in the accuracy of the information. Persons who maliciously fabricate their reports and feedback shall be severely dealt with.
- 5.2.7 The Committee shall be informed of any investigation resulting in confirmation of a

fraudulent act. If deemed necessary, the Society shall notify and fully co-operate with the appropriate law enforcement agency in any investigation.

6. PROGRAMME MANAGEMENT

- 6.1 The Society shall ensure that operations and programmes are directed towards achieving the stated outcomes, mission and vision.
- 6.2 The Society shall ensure that the outcomes of each programme are clearly defined.
- 6.3 The Committee shall be regularly updated by the Programmes, Membership & Volunteers Sub-Committee on the progress of its programmes, and services.
- 6.4 The Society shall develop an evaluation system that measures the effectiveness and efficiency of the programmes and that their outcomes are in line with its mission and objectives.

7. HUMAN RESOURCE MANAGEMENT

7.1 HUMAN RESOURCE POLICY

The Society shall ensure that its Staff Manual contains documented human resource policies approved by the Committee for Staff and volunteers. Appointment to the position of President shall be approved by the Committee.

7.2 VOLUNTEER MANAGEMENT

The Programmes, Membership & Volunteers Sub-Committee shall appoint a Staff responsible for volunteer management who shall be guided by the Sub-Committee.

7.3 REFERENCE CHECKS

The Committee shall ensure that there are procedures for reference checks before the appointment of the President and Treasurer roles. Background check on volunteers shall be carried where applicable.

7.4 RECRUITMENT

The human resource policies shall aim to attract suitable Staff and volunteers with the appropriate type and level of qualification, experience and motivation. An orientation program shall be conducted for new Staff.

7.5 PERFORMANCE APPRAISAL

The Committee shall ensure that systems are set up for the regular supervision, appraisal and personal development of the President and Staff. The Society shall also ensure a fair and transparent performance review and appraisal system for its President and Staff and, where appropriate, as well as for key volunteers.

7.6 STAFF REMUNERATION

No Staff shall be involved in setting their own remuneration. The Committee shall ensure that there is a system for setting the remuneration of paid Staff (including the President) which is benchmarked against other charitable organisations. Where there is a performance related element in the remuneration package, it should be linked to the achievement of measurable targets appropriate to the objectives of the Society.

7.7 REIMBURSEMENT

Reimbursement policies and procedures shall be prescribed in section 20 of the Finance and Accounting Policy Manual found in **Appendix 3**.

7.8 TRAINING

The Society shall ensure a system to identify training needs of Staff and volunteers to equip them with the necessary skills to perform their jobs effectively.

7.9 INSURANCE

There shall be appropriate insurance coverage for Staff and, where appropriate, for volunteers.

7.10 FEEDBACK CHANNELS

All Staff and volunteer shall be informed that should they have any issues or concerns or grievances, they are able to contact or feedback directly to the Human Resource Sub-Committee and if necessary, to any Committee Members.

7.11 COMPLAINTS OR GRIEVANCES AGAINST MISCONDUCT

7.11.1 Complaints or Grievances

- (a) Any complaint as to the conduct of any Committee Member, Staff, member or volunteer must be lodged in the prescribed Complaint Form available on the Society's website, signed by the Complainant and sent to the Chairperson of the Human Resource Sub-Committee at agnes.eu@bcf.org.sg. The Complaint Form must set out particulars of the incident(s) including names of the Committee Member, Staff, member or volunteer involved, and any documentary evidence or witnesses present together with the date and time of the incident(s).
- (b) In the situation where a complaint is made in the nature of whistleblowing, the Secretary shall decide whether the Society's Whistleblowing Policy or Rule 7.11 applies. If the complaint is made against the Secretary, the President shall decide in consultation with the Vice-President.

7.11.2 Communication and Transparency

When a Committee Member receives a complaint or grievance, the Committee Member shall forward the complaint or grievance to all Committee Members (except any Committee Member(s) whom the complaint or grievance is lodged against) within three (3) days of receipt of the complaint or grievance for the other Committee Members' information and comments, if any.

7.11.3 Formal Investigation Process and Outcomes

- (a) The Human Resource Sub-Committee shall investigate all complaints lodged pursuant to paragraph 7.11.1 above in compliance with the Society's policies and procedures in respect of investigation of complaints, which shall be annexed to the Complaint Form. During the course of investigation, the person subject to the complaint ("**Complainee**") may be suspended from their duties at the discretion of the Human Resource Sub-Committee.
- (b) Upon completion of investigation, the Human Resource Sub-Committee shall inform the

Complainant and Complainee of the outcome of the investigation and proceed with the following course of action:

- (i) If no misconduct is found on the part of the Complainee, the investigation shall be closed.
- (ii) If misconduct is found on the part of the Complainee, the Complainee shall be given the opportunity to present their case during a Disciplinary Hearing which shall be fixed by the Human Resource Sub-Committee within thirty (30) days from the date the Complainee is informed of the investigation outcome.

7.11.4 Disciplinary Hearing

- (a) The Disciplinary Hearing shall comprise three (3) Committee Members who shall be selected by the Committee to ensure that there is no bias against the Complainee. The investigation and decision-making process must be in an objective and fair manner, and its result should follow the facts uncovered and cannot be preordained.
- (b) The Complainee shall be given at least two (2) weeks advance notice of the date fixed for the Disciplinary Hearing. It is compulsory for the Complainee to attend the Disciplinary Hearing on the fixed date unless written notice is given at least three (3) days in advance citing valid reasons for their inability to attend.
- (c) The Complainee shall be given the opportunity to present their case during the Disciplinary Hearing either by written or oral submissions, answer questions in relation to the allegation and call relevant witnesses (who must be given sufficient notice prior to the Disciplinary Hearing).
- (d) If a Complainee fails to attend the Disciplinary Hearing without giving due notice pursuant to paragraph 7.11.4(b) above, the Disciplinary Committee will proceed with the hearing in their absence based on written submissions and supporting documents, if any. The decision made by a simple majority of the Disciplinary Committee will be final and binding.

7.11.5 Appeal Process

- (a) Any Committee Member, Staff, member or volunteer who is dissatisfied with the decision in relation to a complaint or grievance may appeal to the Appeals Board with written submissions and supporting documents on the grounds of appeal:
 - (i) if no misconduct is found pursuant to paragraph 7.11.3(b)(i) above, within thirty (30) days of the completion of investigation; or
 - (ii) if misconduct is found pursuant to paragraph 7.11.3(b)(ii) above, within thirty (30) days from the date of the Disciplinary Hearing.
- (b) The Appeals Board shall be appointed by the President and shall comprise three (3) Committee Members other than the three (3) Committee Members who formed the Disciplinary Committee. If the President is the Complainee, the Appeals Board shall be appointed by the Vice-President in consultation with the Secretary.
- (c) The Appeals Board shall review the written submissions and supporting documents and shall fix a date for the Appeal Board hearing as soon as practicable. Sufficient notice of the Appeals Board hearing must be given to the appellant that their presence is required at the Appeals Board hearing. If the appellant fails to appear at the Appeal Board hearing

without a valid reason, the Appeals Board will proceed with the appeal in their absence based on written submissions and supporting documents, if any. The decision made by the Appeals Board will be final and binding.

7.11.6 Subject to the Constitution

Nothing in these provisions shall limit or supersede the terms of the Constitution including but not limited to Rule 7.1 and Rule 16.

7.12 EXIT POLICIES

Staff who are resigning shall be interviewed by the chairperson of the Human Resource Sub-Committee, and the Executive Director by the Committee, to ascertain their reasons for resigning and shall also be reminded that they are not to disclose any confidential information pertaining to the Society to any other party. A record of the exit interview shall be prepared.

8. FUND-RAISING PRACTICES, FINANCIAL MANAGEMENT AND CONTROLS

Procedures in relation to fund-raising practices, financial management and controls, including budget planning, monitoring, compliance, accountability to donors and asset management shall be in accordance with the Finance Policies and Procedures Manual found in **Appendix 3**.

9. PUBLIC RELATIONS AND CORPORATE COMMUNICATIONS

9.1 The Society shall build up a positive image and represent the interest of its beneficiaries. The Committee shall ensure that the Society does not engage in any form of party politics or misrepresent itself to the public.

9.2 The Advocacy and Communications Sub-Committee is responsible for all corporate communications. The Society may in some instances designate certain individuals to be its spokesperson on specific subjects. Unless a Committee Member or Staff has been given such express authority, he/she shall refrain from speaking or writing to the local or international media on matters which affect the Society. Subject to the nature and sensitivity, Committee Members and Staff are advised to direct queries from external parties concerning the Society's matters, to the relevant Committee Member or designated persons.

10. WHISTLE BLOWING POLICIES

Procedures in relation to whistle blowing policies, including reporting practice and procedures, investigation procedures and protection to whistle blowers shall be in accordance with the Society's Whistleblowing Policy found in **Appendix 4**.

11. CONFIDENTIALITY AND DATA PROTECTION POLICIES

11.1 CONFIDENTIALITY

11.1.1 The Society, subject to confidentiality requirements, is committed to objective and open communication as part of good corporate governance.

11.1.2 Any information not released to the public is considered confidential and should be handled on a 'need-to-know' basis unless and until such confidential information comes into the public domain, provided always that it was not entered into the public domain as a result of its



wrongful disclosure to any person.

- 11.1.3 The use of Society information for personal benefit is strictly prohibited and may constitute a criminal offence. Confidential information may only be disclosed by Committee Members and/or Staff authorised to do so.
- 11.1.4 If Staff encounters difficulties in handling sensitive information, he/she should refer the matter to the President, Chairpersons of Sub-Committees or the Committee.
- 11.1.5 The Society's confidential/ proprietary information shall only be disclosed to a third party by Office Bearers of the Committee, Chairpersons of Sub-Committees or their representatives, and authorised spokespersons and even then, only at the discretion of the Office Bearer, Sub-Committee Chairperson or authorised spokesperson. Confidential information includes
- 11.1.6 information relating to financial data, fund raising programmes, research and advocacy information, details of donors, beneficiaries, volunteers, suppliers, corporate partners, etc. Confidential information also includes information entrusted to the Society by suppliers, corporate partners, professional advisors and parties with contractual relationship with the Society.
- 11.1.7 No Committee Member or Staff is allowed to disclose confidential/proprietary information to anyone within or outside the Society unless:
- (a) In the case of Staff, he/she requires the information to carry out his/her duties;
 - (b) In the case of a Committee Member, he/she is authorised by the Committee/ Sub-Committee to furnish such information for a specific reason;
 - (c) In the case of a third-party appointed by the Society, he/she is authorised to receive such information;
 - (d) Confidential Information obtained is not under any obligations of confidentiality with respect to such information;
 - (e) The disclosure is required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.1.8 Programme materials or Society related information created by Staff during the employment is deemed to belong to the Society. Staff are not to remove or keep a copy of such materials unless permission is granted by the Society.

11.2 DATA PROTECTION POLICIES

- 11.2.1 The Society takes a serious stand in protecting the personal data of donors, potential donors, staff, volunteers, beneficiaries and participants of events. A breach of Personal Data Protection Act (PDPA) could result in reputational and financial loss to the Society and cause harm to the affected individuals. Committee Members and Staff are strongly encouraged to adhere to good practices for safeguarding both physical and electronic personal data, including but are not limited to the following:
- (a) Ensure that only personal data necessary for the performance of the Society's functions is held, as holding excessive data will also increase the efforts required to protect personal data;
 - (b) Personal data should not be disclosed to unauthorised persons;
 - (c) Physical copy of personal data including printouts should be kept secured at work desk. Physical records should not be left unattended in the common areas even if they are meant to be discarded. Any uncollected printouts or faxes that contain personal data should be

destroyed as soon as possible;



- (d) In the event where there is a transfer of personal data (e.g. where personal data is sent to vendors for printing of mailers), the electronic file containing the personal data must be encrypted. The encryption key / password should not be revealed in the same email; and
- (e) In the event where personal data records are to be disposed upon approval, the hardcopy records must be shredded. Electronic data should be overwritten by specific software and/or specialised hardware appliances.

Note: For guidance on the handling of personal data, please liaise with the DPO or Centre/ Department PDPA Representative.

12. RISK MANAGEMENT

- 12.1 The Committee has established procedures and systems to identify, regularly monitor, review and manage any major risks that the Society may be exposed to.
- 12.2 Risk management is incorporated into all areas of the Society's operations, including the legal and compliance, strategic and operational health and safety, quality processes, social work programs, technology and corporate governance at all levels. Risk management is the responsibility of the Committee, Staff, volunteers and all areas of the Society.
- 12.3 The Audit, Risk and Compliance Sub-Committee will ensure that Staff within their areas understand their responsibilities and assist in fostering a risk-aware culture. Regular training and assistance will be provided to relevant Staff to assist with risk management. All Staff and volunteers have a significant role in the management of risk within their area of influence. Staff and volunteers are responsible for adhering to the Society's Risk Management Framework, the Charities Council Code of Governance and all other key governance documents.

13. ADMINISTRATION OF THE CODE

13.1 APPLICATION OF THE CHARITY COUNCIL CODE OF GOVERNANCE FOR CHARITIES AND INSTITUTIONS OF PUBLIC CHARACTER

- 13.1.1 The Charity Council Code of Governance for Charities and Institutions of Public Character ("**The Charity Council Code of Governance**") found in **Appendix 5** shall apply mutatis mutandis with the necessary modifications as appropriate.
- 13.1.2 In the event of any conflict or inconsistency between the provisions of this Code and The Charity Council Code of Governance, the provisions of The Charity Council Code of Governance shall prevail.
- 13.1.3 In the event of any dispute arising amongst members or between members and the Committee or any one thereof in relation to the application of this Code, they shall attempt to resolve the matter at mediation meetings mutually fixed at an Extraordinary General Meeting in accordance with the Society's Constitution. For avoidance of doubt, the supreme authority of the Society shall be vested in a General Meeting of the members. Should the matter fail to be resolved, the matter shall be brought to a court of law for settlement.

13.2 AMENDMENTS

- 13.2.1 The Committee may amend this Code from time to time unless it is reversed at a General Meeting or Extraordinary General Meeting of members pursuant to Rule 7.1 and Rule 15.

13.3 PROMULGATION OF OTHER POLICIES AND GUIDELINES

13.3.1 The Society may introduce or promulgate new guidelines and policies from time to time in line with the practices set out in this Code.

13.4 BREACH OF CODE

13.4.1 It shall be a breach of the Code for any Committee Member or Staff not to report any violation of the Code that comes to his or her knowledge.

Apart from the reporting procedures for Fraud (as stated in Paragraph 5.2), all Committee Members and Staff shall report any concern or information they may have concerning a possible violation of the Code to the Secretary.

13.4.2 All reports of violations of the Code shall be taken seriously and shall be investigated accordingly. The person reporting must, however, identify himself or herself before investigations can proceed. The Society will not act on an anonymous allegation of violation of the Code.

13.4.3 All Committee Members and Staff are responsible for fully understanding and complying with the Code, including any updates or changes that may be made to the Code from time to time. They shall be asked to certify that they have read, understood and would comply with the Code. This procedure may be undertaken on a periodic basis to be determined by the Committee or when there are updates to the Code.

Appendix 1 – Sub-Committee Terms of References

Appendix 2 - Avoidance of Conflict of Interest Policy

Appendix 3 - Finance Policies and Procedures Manual

Appendix 4 - Whistleblowing Policy

Appendix 5 - The Charity Council Code of Governance for Charities and Institutions of Public Character

Appendix 6 – Authorisation to enter into a contractual relationship on behalf of BCF

Appendix 1 (A) : Appointment and Nomination Sub-Committee Terms of Reference

BREAST CANCER FOUNDATION APPOINTMENT AND NOMINATION SUB-COMMITTEE TERMS OF REFERENCE

PURPOSE

The Appointment & Nomination Sub-Committee (“NOM”) ensures Breast Cancer Foundation (BCF) has a Sub-Committee to assist BCF in selecting and appointing Committee members in attendance to the law and BCF Constitution, and to ensure the Committee consists of members with appropriate skills, expertise, ability and commitment.

MEMBERSHIP

- 1 Members of NOM are approved by Breast Cancer Foundation (BCF) President and the Committee and shall consist of not less than three (3) members. A quorum shall be a minimum of two (2) members.
- 2 The Chairperson of NOM should be appointed from among the Committee members. It will comprise President, Vice-President and 1-2 external parties approved by the Committee. Should the Committee-appointed Chairperson of NOM be absent from any NOM meeting, the other members of the NOM shall elect a Chairperson from among the other Committee members to chair the meeting.
- 3 If a member of NOM resigns, dies or for any reason ceases to be a member with the result that the number of members is reduced to less than three (3), the Committee shall, within three (3) months of that event, appoint such number of new members as may be required to make up the minimum number of three (3) members.

TENURE

- 4 The Chairperson and members of NOM shall be appointed for a term of two (2) years and may be reappointed at the discretion of the Committee for consecutive term of office.

ACTIVITIES AND MEETINGS

- 5 It is recommended that NOM meets not less than one (1) time a year. The meeting can be held physically or online (via teleconferencing or video conferencing).
- 6 The General Manager shall attend NOM meetings to provide secretariat support to NOM.

DUTIES AND RESPONSIBILITIES

- 7 With respect to Nominations, NOM shall:
 - 7.1 Regularly review the structure, size and composition of the Committee annually in relation to its Constitution, to ensure that the Committee has an appropriate balance of independent Committee members and to make recommendations to the Committee with regard to any adjustments that are deemed necessary, for appointment or election at the next Annual General Meeting.
 - 7.2 Ensure an appropriate balance of expertise, skills, attributes and ability among the Committee members.
 - 7.3 Identify potential Committee member candidates and explores their interest and availability for Committee service. Be responsible for identifying and nominating for the approval of the Committee, candidates to fill Committee vacancies as and when they arise.



- 7.4 Satisfy itself with regard to succession planning, that the processes and plans are in place with regard to both Committee and senior appointments.
 - 7.5 NOM will also oversee and approve, jointly with the President, the appointment of Committee and non-Committee (volunteers) to the respective Sub-committees (excluding Human Resource Sub-Committee).
 - 7.6 Advise the President on conducting Annual General Meeting and the selection process of Committee members.
 - 7.7 Ensure on appointment that a candidate understands his role and responsibilities, and is sufficiently committed to undertake the role. Design and oversee a process of Committee orientation.
- 8 It shall also make recommendations to the President & Committee:
- 8.1 As regards the re-appointment of any director at the conclusion of his or her specified term of office; especially when they have concluded their second term.
 - 8.2 Concerning the re-election by members of any director under the 'retirement by rotation' provisions in the BCF Constitution.
 - 8.3 Concerning any matters relating to the continuation in office as Committee, of any Committee at any time.
 - 8.4 Concerning the appointment of any Committee to executive or other office other than to the positions of President or GM, the recommendation for which would need to be approved by all the Committee regarding the position of General Manager and President.
 - 8.5 Detailing items, if any, that should be published in the company's Annual Report relating to the activities of NOM.



Appendix 1 (B) : Audit, Risk and Compliance Sub-Committee Terms of Reference

BREAST CANCER FOUNDATION AUDIT, RISK AND COMPLIANCE SUB-COMMITTEE TERMS OF REFERENCE

PURPOSE

The Audit, Risk & Compliance Sub-Committee (“ARC”) shall assist the Committee in fulfilling its oversight responsibilities for the financial reporting process, the system of internal control, the management of financial, fraud and legal risks, and the internal and external audit process according to the standard of governance.

MEMBERSHIP

- 1 Members of the ARC are appointed by the Breast Cancer Foundation (BCF) Appointment and Nomination Sub-Committee (“NOM”) and approved by the Committee and shall consist of not less than two (2) members from the Committee members. A quorum shall be a minimum of two (2) Committee Members.
- 2 The Chairperson of the ARC should be appointed from among the Committee members. Other ARC members will comprise 2-3 independent individuals with the relevant skillsets as approved by NOM. At least one member shall have accounting or financial management expertise to enable the ARC to effectively discharge its responsibilities.
- 3 Should the Committee-appointed Chairperson of ARC be absent from any ARC meeting, the other members of ARC shall elect a Chairperson from among the other Committee members to chair the meeting.
- 4 If a member of ARC resigns, dies or for any reason ceases to be a member with the result that the number of members is reduced to less than three (3), the Committee shall, within three (3) months of that event, appoint such number of new members as may be required to make up the minimum number of three (3) members.

TENURE

- 5 The Chairperson and members of ARC shall be appointed for a term of two (2) years and may be reappointed at the discretion of the Board for consecutive term of office.

MEETINGS

- 6 ARC is to meet not less than 2 times annually and as many additional times as ARC deems necessary.
- 7 Any member of staff may attend at meetings with the approval of the Chairman.
- 8 The meeting can be held physically or via teleconferencing or videoconferencing.
- 9 General Manager shall ensure that minutes of each ARC meeting will be submitted to the BCF Office-Bearers as part of the monthly report. Updates will be provided to Committee at quarterly Committee meetings.

OBJECTIVES

To support the Committee to fulfil its oversight responsibilities in the following areas of:

- 10 Financial environment and control procedures in compliance with Breast Cancer Foundation (BCF) mission and objectives and the Code of Governance of Charities.
- 11 Risk management and internal controls (in relation to financial operations, compliance, and information technology controls).
- 12 Internal audit (resources, performance and scope of work).
- 13 External audit (qualifications, independence, engagement and fees).
- 14 Additional delegation of responsibilities to the AA include the following:
 - a. Compliance (legal, regulatory and company policies).
 - b. Interested person transactions (IPTs).

DUTIES AND RESPONSIBILITIES

- 15 To review with the external auditors on:
 - a. the audit plan, including the nature and scope of the audit before the commencement of audit annually;
 - b. their evaluation of the system of internal accounting controls; and
 - c. the audit report.
- 16 To support the Board in the formulation, implementation and oversight of BCF's Risk Management Framework. This includes leading the process to identify, regularly monitor and review BCF's risks.
- 17 To review the annual financial statements before submission to the Executive Committee for approval, with emphasis on:
 - a. significant financial reporting issues;
 - b. major risk areas; and
 - c. compliance with statutory/ regulatory requirements.
- 18 To review the adequacy of BCF's internal controls especially with reference to the Code of Governance that is issued by the Charities Council;
- 19 To review arrangements by which BCF staff may, in confidence, raise concerns about possible improprieties in matters of financial reporting or other matters and ensure that arrangement are in place for the independent investigations of such matters and for appropriate follow up actions; and
- 20 To investigate on behalf of the Committee any financial or administrative matter which may put BCF at risk.

Appendix 1 (C) : Finance and Investment Sub-Committee Terms of Reference

BREAST CANCER FOUNDATION FINANCE AND INVESTMENT SUB-COMMITTEE TERMS OF REFERENCE

OBJECTS

To direct and oversee financial management and investments made and to be made by BCF.

MEMBERSHIP

1. Members of the Finance & Investment Sub-Committee (“F&I”) are appointed by the Breast Cancer Foundation (BCF) Appointment and Nomination Sub-Committee (“NOM”) and approved by the Committee and shall consist of not less than two (2) members from the Committee members. A quorum shall be a minimum of two (2) Committee Members.
2. The Chairperson of F&I should be appointed from among the Committee members. Other F&I members will comprise 2-3 independent individuals with the relevant skillsets as approved by NOM. The members comprising F&I shall be of varied background, and should, where possible, have practical and professional experience in finance, investment and legal matters to effectively discharge its responsibilities.
3. Should the Committee-appointed Chairperson of F&I be absent from any F&I meetings, the other members of F&I shall elect a Chairperson from among the other Committee members to chair the meeting.
4. If a member of F&I resigns, dies or for any reason ceases to be a member with the result that the number of members is reduced to less than three (3), the Committee shall, within three (3) months of that event, appoint such number of new members as may be required to make up the minimum number of three (3) members.

TENURE

5. The Chairperson and members of F&I shall be appointed for an initial term of two (2) years.

ATTENDANCE & FREQUENCY OF MEETINGS

6. The General Manager and Finance Manager shall attend F&I meetings to provide secretariat support to F&I.
7. It is recommended that F&I meets not less than three (3) times a year. The meeting can be held physically or online (via teleconferencing or video conferencing).
8. BCF Finance Department shall ensure that minutes of each F&I meeting will be submitted to the BCF Office-Bearers as part of the monthly report. Updates will be provided to Committee at quarterly Committee meetings.

RESPONSIBILITIES OF THE FINANCE & INVESTMENT SUB-COMMITTEE

1. **Financial Control and Accountability**

- 1.1 To ensure sound financial management and comply with applicable laws and regulations, and that BCF's resources are used legitimately and can be accounted for.
- 1.2 To ensure that management has in place a sound internal controls processes and procedures for financial matters with documented procedures.
- 1.3 To present the annual audited financial statements for recommendation to Committee for approval and presentation at the AGM.

2. **Budget Planning and Monitoring**

- 2.1 To assist, challenge and guide management in the preparation of the annual budget for Committee approval before the start of each financial year.
- 2.2 To regularly monitor the actual and forecasted revenue and expenses performance of BCF against the approved budget.

3. **Reserves Management**

- 3.1 To periodically review and propose to BCF Committee on the reserve policy of BCF.
- 3.2 BCF's reserve policy is laid out in section 23 of the Finance Policies & Procedures Manual. An extract is appended in Annex A.
- 3.3 To have oversight over BCF's Investment Policy, Mandate, Guidelines and Procedure detailed in Annex B.

ANNEX A – RESERVES POLICY

(Extracted from section 23 of BCF's Finance Policies & Procedures Manual)

- 23.1 The Committee has examined BCF's requirements for reserves in light of the main risks to BCF.
- 23.2 The current strategy is to build reserves through planned operating surpluses.
- 23.3 The reserves are needed to meet the working capital requirements of BCF and the Committee is confident that at this level they would be able to continue the current activities of BCF in the event of a significant drop in funding.
- 23.4 The unrestricted funds not committed or invested in tangible assets held by BCF should be able to meet the short term working capital requirements of BCF.
- 23.5 As of Financial Year 2013, BCF has the following classifications as unrestricted funds:
 - Unrestricted income funds refer to funds that can be spent at the discretion of the governing Committee Members for any purpose of the charity.
 - Designated funds are part of unrestricted funds but with a designated usage that is approved by the governing Committee Members.
 - The designated funds will not be drawn down if BCF is able to sustain its programmes and activities through its regular fundraising efforts.

ANNEX B – INVESTMENT POLICY, MANDATE, GUIDELINES AND PROCEDURE

- 1.1 BCF does not rely primarily or substantially on investment gains in order to fund its operations. Its investment policy is as follows (“**Investment Policy**”):
- (i) BCF has a conservative investor risk profile, and only invests in low risk investment instruments or investments that are principal guaranteed / assured, in the form of bank deposits, bonds or other similar instruments that return capital to the investor.
 - (ii) Investments should be made and should be based in Singapore Dollars.
 - (iii) Where possible, investments should only be made with or into reputable Singapore companies (such as bonds issued by Singapore companies / Singapore listed companies) and/or financial institutions (such as fixed deposits with Singapore licensed financial institutions).
- 1.2 F&I will take direction from Committee at the start of each fiscal year as to the funds available or allocated for investment purposes (“**Investible Funds**”), which will comprise excess funds not intended or budgeted to be utilized for BCF’s operations for the next 12 months after considering timing of grant to be received (Total Funds less 1 Year Operating Expenditure).
- 1.3 F&I will deploy such investible funds into instruments in accordance with the Investment Policy and any other guidelines or limitations agreed by the IC, including fixed deposits, bonds and similar or equivalent instruments. F&I may also appoint an investment advisor or investment manager (“**Investment Advisor**”) to manage a portion of the Investible Funds in accordance with paragraph 6 below.
- 1.4 F&I may develop more detailed guidelines and procedures for the purposes of giving effect to the Investment Policy, and may seek guidance and/or approval (as appropriate) from the Committee thereon.
- 2. General Investment Mandate**
BCF’s investment mandate is generally to allocate its Investible Funds towards:
- (i) fixed deposits, with varying tenures subject to a maximum duration of 1 year;
 - (ii) bonds of varying tenures subject to a maximum remaining tenure of 5 years; and
 - (iii) other similar instruments / investments,
- in each case, subject to the guidelines set out below or subject to such other guidelines prescribed by the Committee and/or F&I from time to time.
- 3. Guidelines and Procedures for investment in Bonds**
- 3.1 Investments into bonds shall be subject to the following guidelines:
- (i) The total amount invested by BCF into bonds shall not exceed 75% of the Investible Funds at the time of investment.
 - (ii) The amount subscribed in any single bond, or a combination of bonds issued by the same issuer, shall not be more than 25% of the Investible Funds.
 - (iii) BCF shall only subscribe for bonds that are:
 - (a) listed and publicly traded, and have a history or reasonable likelihood of an active secondary market; and
 - (b) issued by corporations / entities that are:
 - (I) Singapore government-linked (i.e. statutory boards such as HDB and LTA); or
 - (II) Temasek-linked (e.g. Keppel Corporation, SembCorp, Singtel) either directly or indirectly, by at least 20% effective shareholding; or
 - (III) rated by S&P or Moody’s as having a long term credit rating of at least “A-” or “A3” respectively; and
 - (c) are denominated in Singapore Dollars.
 - (iv) The bonds must be structured as typical coupon-paying senior secured / unsecured obligations without the option to convert to shares or any other securities. Any proposed investment in bonds that are discounted or otherwise structured in any other manner (including perpetual bonds, subordinated bonds or inflation-linked bonds), shall require the prior approval of the Committee.
- 3.2 The Chairman of F&I (and/or any other Committee members or BCF Finance Department staff designated by the Chairman) shall receive regular quotations from banks / financial intermediaries for bonds available for subscription or purchase by BCF.
- 3.3 The Chairman of F&I (or such other F&I members or BCF Finance Department staff designated under 3.2 above) may from time to time identify a particular bond as suitable for investment (subject to meeting the requirements in 3.1 above), either through primary offering or secondary trading, or propose the sale of a

particular bond it is holding.

- 3.4 Details of the proposed transaction will be emailed to the FIAC, copying BCF's General Manager and Finance Department, and will be taken as approved by F&I upon the approval by email by a majority of Committee members. To enable Committee members to decide on the proposed transaction, the email must include:
- (i) the name of the issuer, whether the proposed purchase is a primary issuance / secondary trading purchase, the maturity date, the price of the bond, the coupon and the yield-to-maturity of the bond;
 - (ii) confirmation of satisfaction of the conditions in 3.1 above; and
 - (iii) the date of the proposed transaction (which shall be no earlier than 3 working days after the date of the email).
- 3.5 F&I members shall endeavour to respond to any email for a proposed transaction in bonds within 2 working days.
- 3.6 The BCF General Manager and Senior Manager / Manager (Finance) will liaise with the bank directly with regard to completing any proposed transaction in bonds, while copying / updating the Chairman of F&I in / of all correspondence with the bank. This includes, arranging for cheque payment for any bond purchases (based on BCF's usual signatory requirements), providing account details for receipt of any coupon or other payments, and establishing securities accounts for holding any bonds.
- 3.7 Any two Committee members are authorized to act on behalf of BCF to sign any agreements with custody banks for the purpose of holding the bonds, provided that the agreement has been circulated and approved by the majority of Committee members.
- 4. Guidelines and Procedures for allocating Investible Funds to Fixed Deposits**
- 4.1 The Chairman of F&I (and/or any other F&I Committee members or BCF Finance Department staff designated by the Chairman) will seek regular updates from financial institutions on their fixed deposit rates, and may from time to time identify a particular fixed deposit as suitable for allocation or reallocation of Investible Funds, whereupon the BCF Finance Department will email F&I (copying the BCF General Manager and Finance Department) the details of the proposed deposit, including the name of the financial institution, the tenure of the fixed deposit, the interest rate for the deposit and any other salient terms that require consideration by the IC. The email shall contain a schedule of the current and proposed fixed deposits held or to be held in the name of BCF, containing the items set out above, and confirming satisfaction of the requirements set out in paragraph 4.2 below.
- 4.2 In deciding to allocate any Investible Funds into fixed deposits, F&I shall take note of the following guidelines:
- (i) The total amount of fixed deposits with any single bank shall not exceed 40% of the Investible Funds.
 - (ii) The tenure of fixed deposits for any Investible Funds shall generally not exceed a duration of one calendar year, except with the prior approval of the Committee.
 - (iii) F&I may not approve any allocation into any dual currency, structured or other sophisticated deposit products, without the prior approval of the Committee.
- 4.3 Upon approval of at least the majority of FIAC members, the BCF General Manager and Senior Manager / Manager (Finance) will liaise with the bank directly with regard to placement of the necessary funds for the proposed fixed deposit, while copying / updating the Chairman of F&I in / of all correspondence with the bank. This includes, arranging for cheque payment (based on BCF's usual signatory requirements) or bank transfer with respect to the deposit, and establishing deposit accounts with the bank.
- 4.4 Any two Committee members are authorized to act on behalf of BCF to sign any account terms or agreements with banks for the purpose of holding any deposits, provided that the documents have been circulated and approved by at least a majority of Committee members.
- 5. Appointment of Investment Advisor / Investment Manager**
- 5.1 F&I may, if the total amount of Investible Funds (as determined by the Committee) for any particular calendar year exceeds S\$5,000,000, propose for the approval of the Committee the appointment of an investment advisor or investment manager (an "**Advisor**") for all or part of the Investible Funds.
- 5.2 BCF may appoint more than one Advisor to manage / advise on certain amounts of the Investible Funds.

- 5.3 The proposal to appoint an Advisor shall be made by F&I after comparing at least 2 similar or comparable investment advisors / investment managers who are able to manage the relevant Investible Funds based on:
- (i) BCF's Investment Policy;
 - (ii) the investment track record of the Advisor, which shall be no less than 3 years;
 - (iii) the fees charged by the Advisor, which should largely be based on performance, and there should be minimal costs arising from the entry into or exit from any investment or allocation of funds with the Advisor;
 - (iv) there being no committed period in relation to the advisor for a period of more than 6 months; and
 - (v) proper licenses being held by the Advisor, and adherence to general operational best standards (as determined by F&I following basic due diligence checks).
- 5.4 No more than 50% of the Investible Funds shall be managed by, or allocated to, any single Advisor.
- 5.5 F&I shall require each Advisor to meet at least once every 6 months to go through the investment performance and take questions from the IC.
- 6. Monitoring / Supervision of Investment Portfolio**
- 6.1 The BCF Finance Department will receive summaries of investments from custodian banks and a bank statement in respect of all deposits, and will maintain a record of the same, updated on a monthly basis. Where a valuation of an investment is not provided by the custodian bank, its valuation may be derived from independent valuation reports, stock exchange prices or other usual sources providing fair valuation of the investment.
- 6.2 A summary of all investments and deposits will be submitted to the Investment Subcommittee at least on a quarterly basis, for update at each Committee meeting.
- 6.3 The Finance Department of BCF shall maintain a record (either electronic / paper) of all communication, deliberations and transactions by Committee and all investment transactions carried out by BCF.

Appendix 1 (D) : Advocacy and Communications Sub-Committee Terms of Reference

BREAST CANCER FOUNDATION ADVOCACY AND COMMUNICATIONS SUB-COMMITTEE TERMS OF REFERENCE

PURPOSE

The Advocacy and Communications Sub-Committee (A&C) will ensure BCF develops a clear and consistent communications policy to share its advocacy message on “Early Detection Saves Lives, Saves Breasts” and effectively implement strategies to engage the public, stakeholders and the media.

MEMBERSHIP

- 1 Members of A&C are appointed by the Breast Cancer Foundation (BCF) Appointment and Nomination Committee (“NOM”) and approved by the Committee and shall consist of not less than two (2) members from the Committee members. A quorum shall be a minimum of two (2) Committee Members.
- 2 The Chairperson of A&C should be appointed from among the Committee members. Other Committee members will comprise 2-3 independent individuals with the relevant skillsets as approved by NOM. Should the Committee-appointed Chairperson of A&C be absent from any A&C meeting, the other members of A&C shall elect a Chairperson from among the other Committee members to chair the meeting.
- 3 If a member of A&C resigns, dies or for any reason ceases to be a member with the result that the number of members is reduced to less than three (3), the Committee shall, within three (3) months of that event, appoint such number of new members as may be required to make up the minimum number of three (3) members.

TENURE

- 4 The Chairperson and members of A&C shall be appointed for a term of two (2) years and may be reappointed at the discretion of the Committee for consecutive term of office.

ATTENDANCE & FREQUENCY OF MEETINGS

- 5 The General Manager and A&C HOD shall attend A meetings to provide secretariat support to A&C.
- 6 Other BCF staff may also attend A&C meetings when required by the Chairperson of A&C.
- 7 It is recommended that A&C meets not less than three (3) times a year. The meeting can be held physically or online (via teleconferencing or video conferencing).
- 8 BCF A&C Department shall ensure that minutes of each A&C Sub comm meeting will be submitted to the BCF Office-Bearers as part of the monthly report. Updates will be provided to Committee at quarterly Committee meetings.

OBJECTIVES

- 9 **Public Image:** To build a positive image which represents the interest of beneficiaries; and should not engage in any form of party politics or misrepresents itself to the public.
- 10 **PR Procedures:** To establish procedures relating to releasing information about BCF and its activities to the media, its stakeholders and the public.



- 11 **Liaison with the Media:** To identify the President, Vice President and General Manager as the spokesperson to the media. In addition, any information or publicity about BCF for external use should be cleared with the President before its release.
- 12 **Public Education:** Reach out and extend to all strata of society the advocacy message on “Early Detection Saves Lives, Saves Breasts” via talks, exhibitions, forums, printed collateral, website, social media, etc.

FUNCTIONS

- 13 To provide guidance and advice to the A&C department to ensure that its advocacy and outreach activities are in support of the vision and mission of BCF and within the approved budget.
- 14 To evaluate the adequacy and effectiveness of the advocacy and outreach activities and make recommendations to the Committee on areas for improvement for approval including the budget requirements.
- 15 To provide guidance to ensure branding guidelines and public relations strategies to engage the media and stakeholders uphold the positive image of BCF.
- 16 To develop rules and policies to safeguard BCF's name and logo from misuse or misrepresentation by external party.
- 17 To develop guidelines and policies for communicating, receiving and releasing information about Breast Cancer Foundation (BCF) to the media, the stakeholders and the public.
- 18 To approve changes or propose new policies related to the area of responsibility of A&C.
- 19 To report to the Committee on decisions taken by A&C and make recommendations to the Committee for its approval when this is deemed necessary.
- 20 To perform any other responsibilities as determined by the Committee.

Appendix 1 (E) : Fundraising and Partnership Sub-Committee Terms of Reference

BREAST CANCER FOUNDATION FUNDRAISING AND PARTNERSHIP SUB-COMMITTEE TERMS OF REFERENCE

PURPOSE

The Fundraising & Partnership Sub-Committee (“F&P”) works towards ensuring effective and sustainable fundraising and partnership programmes to support the vision, mission and strategies of BCF.

MEMBERSHIP

- 1 Members of the Fundraising & Partnership Sub-Committee (“Committee”) are appointed by the Breast Cancer Foundation (BCF) Appointment and Nomination Committee (“NOM”) and approved by the Committee and shall consist of not less than two (2) members from the Committee members. A quorum shall be a minimum of two (2) Committee Members.
- 2 The Chairperson of F&P should be appointed from among the Committee members. Other Committee members will comprise 2-3 independent individuals with the relevant skillsets as approved by NOM. Should the Committee-appointed Chairperson of F&P be absent from any F&P meeting, the other members of F&P shall elect a Chairperson from among the other Committee members to chair the meeting.
- 3 If a member of F&P resigns, dies or for any reason ceases to be a member with the result that the number of members is reduced to less than three (3), the Committee shall, within three (3) months of that event, appoint such number of new members as may be required to make up the minimum number of three (3) members.

TENURE

- 4 The Chairperson and members of F&P shall be appointed for a term of two (2) years and may be reappointed at the discretion of the Committee for consecutive term of office.

ACTIVITIES AND MEETINGS

- 5 The General Manager and F&P HOD shall attend F&P meetings to provide secretariat support to F&P.
- 6 Other BCF staff may also attend F&P meetings when required by the Chairperson of F&P.
- 7 It is recommended that F&P meets not less than three (3) times a year. The meeting can be held physically or online (via teleconferencing or video conferencing).
- 8 BCF F&P Department shall ensure that minutes of each F&P meeting will be submitted to the BCF Office-Bearers as part of the monthly report. Updates will be provided to Committee at quarterly Committee meetings.

FUNCTIONS

- 9 To identify and design fundraising strategies to support BCF programmes.
- 10 To provide guidance for short and long term fundraising and third party partnership programmes for BCF.
- 11 To provide guidance and advice to the F&P department to ensure that its Fundraising activities and third party partnerships are in support of the vision and mission of BCF and within the approved budget.



- 12 To evaluate the adequacy and effectiveness of the fundraising activities and make recommendations to the Committee on areas for improvement for approval including the budget requirements.
- 13 To review third party partnership guidelines to ensure a positive image of BCF.
- 14 To develop rules and policies to safeguard BCF's name from misuse or misrepresentation by third party partnerships.
- 15 To develop guidelines and policies for Memorandum of Agreements to ensure fundraising compliance with IRAS and Charity Council.
- 16 To create ad hoc committees as necessary in order to plan and execute events.
- 17 To monitor fund raising efforts to ensure that ethical practices are in place, that donors are acknowledged appropriately, and that fund raising efforts are cost-effective and comply with the 30/70 rules.
- 18 To approve changes or propose new policies related to the area of responsibility of F&P.
- 19 To report to the Committee on decisions taken by F&P and make recommendations to the Committee for its approval when this is deemed necessary.
- 20 To perform any other responsibilities as determined by the Committee.

Appendix 1 (F) : Human Resource Sub-Committee Terms of Reference

BREAST CANCER FOUNDATION HUMAN RESOURCE SUB-COMMITTEE TERMS OF REFERENCE

PURPOSE

To advise Committee and Management on HR strategies and framework, policies and procedures in support of PPIS vision, mission and strategies.

MEMBERSHIP

- 1 Members of the Human Resource Sub-Committee (“HR”) are appointed by the Breast Cancer Foundation (BCF) Appointment and Nomination Committee (“NOM”) and approved by Executive Committee (“Committee”) and shall consist of not less than two (2) members from the Committee members with the GM and Human Resource Manager as representatives of Management to present recommendations and provide resource as required, to facilitate HR’s discussion and decisions. A quorum shall be a minimum of two (2) Committee Members.
- 2 The Chairperson of HR should be appointed from among the Committee members. Other Committee members will comprise 2-3 independent individuals with the relevant skillsets as approved by NOM. Should the Committee-appointed Chairperson of HR be absent from any HR meeting, the other members of HR shall elect a Chairperson from among the other Committee members to chair the meeting.
- 3 If a member of HR resigns, dies or for any reason ceases to be a member with the result that the number of members is reduced to less than three (3), the Committee shall, within three (3) months of that event, appoint such number of new members as may be required to make up the minimum number of three (3) members.

TENURE

- 4 The Chairperson and members of HR shall be appointed for a term of two (2) years and may be reappointed at the discretion of the Committee for consecutive term of office.

MEETINGS

- 5 The Management Representatives shall attend HR meetings to provide secretariat support to HR.
- 6 It is recommended that HR meets as often as required to ensure the proper discharge of its responsibilities, at least 2 times each year. The meeting can be held physically or online (via teleconferencing or video conferencing).
- 7 The Management Representatives shall report to the Committee on Human Resource matters under the purview of the Human Resource Sub-Committee. A summary of the minutes will be submitted to the BCF Office-Bearers as part of the monthly report. Updates will be provided to Committee at quarterly Committee meetings.

OBJECTIVES

- 8 To ensure Breast Cancer Foundation (BCF) has an effective organisational structure and competitive human resources and compensation policies and practices.
- 9 To ensure appropriate processes are in place for selection, evaluation, compensation, and succession of all BCF staff within the approved budget.

- 10 To regularly review the HR policy to remain updated to the Ministry of Manpower guidelines.
- 11 To approve changes or propose new policies related to the area of responsibility of HR.
- 12 To report to the Committee on decisions taken by HR and make recommendations to the Committee for its approval when this is deemed necessary.
- 13 To perform any other responsibilities and initiatives as determined by the Committee and/or may be necessary or desirable to enhance BCF's performance.

DUTIES AND RESPONSIBILITIES

14 **Recruitment**

Assist the President in approving the appointment, remuneration, benefits and other conditions of employment involving Head of Institution (CEO) and Senior Management.

15 **Remuneration and benefits**

Review proposals on remuneration and benefits schemes to ensure they are benchmarked to market, within the BCF's approved framework and relevant in attracting, rewarding and sustaining talent within the BCF.

16 **Training and development**

Review proposals on learning and development strategies, effort and resources so as to support of the development of talent within the BCF for current, on- going needs and future needs.

17 **Performance appraisal**

Review proposals on performance appraisal for employees within the BCF to ensure equitable rewards for performance including increments, annual wage supplement, variable bonuses and other incentive schemes, if appropriate.

18 **Conduct and discipline**

Ensure that the highest level of integrity and professionalism is upheld by all employees of the BCF by monitoring and assessing any case of misconduct that are escalated for its investigation and deliberation, in accordance with the BCF's rules of governance and codes of conduct;

19 **Grievance handling**

Act as the final committee of appeal to investigate, arbitrate and address employee grievance, in accordance with the BCF's grievance procedure;

20 **Authorisation of HR Matters**

Authorise or approve HR matters as delegated by the Committee, in accordance with approved policies, procedures and guidelines.

ANNEX (ADDITIONAL SCOPE OF DUTIES)

1. **Policies and compensation**

- a) To review annually on BCF's organisational structure, performance management system and compensation guidelines, and human resources policies, and recommend to the Executive Committee any necessary changes; and
- b) Review the annual adjustments to compensation proposed by the Management and, if satisfied, recommend approval to the Executive Committee.

2. **General Manager selection and appointment**

- a) To assist the President, who establishes and leads the process for identifying, recruiting, on the appointment of the General Manager;

- b) With the inputs from the Executive Committee, assist the President in:
 - i) developing criteria to be met by prospective candidates, and a broad competitive search process; and
 - ii) reviewing and assessing qualifications of candidates and recommending a candidate to the Executive Committee.

3. Senior management appointments

To review management's proposals for the appointment of senior managers;

4. Exit Interviews

To conduct exit interviews of individuals leaving - executives or senior position.

5. Succession planning

To review on an annual basis on the Management's succession plan for the executives and senior positions.

6. Evaluation and compensation of the executives and senior managers

To review annually, in consultation with the President, for each executive and senior manager:

- i) the performance evaluation for the previous year against objectives and the proposed incentive payment, if any;
- ii) the objectives and evaluation criteria for the ensuring year; and
- iii) the proposed compensation for the ensuring year.

7. Reporting on performance

- a) To ensure the Executive Committee receives an annual report:
 - i) from the President, regarding the performance of the senior managers; and
 - ii) from the General Manager, regarding the performance of the executives.

8. Mandate review and self-evaluation

- a) To review these Terms of Reference and as and when appropriate.
- b) To regularly review the HR policy and approve changes to remain updated to the Ministry of Manpower guidelines.
- c) To report to the Committee on decisions taken by HR and make recommendations to the Committee for its approval when this is deemed necessary.
- d) To perform any other responsibilities and initiatives as determined by the Committee and/or may be necessary or desirable to enhance BCF's performance.

Appendix 1 (G) : Programmes and Services Sub-Committee Terms of Reference

BREAST CANCER FOUNDATION PROGRAMMES AND SERVICES SUB-COMMITTEE TERMS OF REFERENCE

PURPOSE

The Programmes and Services Sub-Committee (“P&S”) shall ensure relevant and foresighted activities support P&S’s mission and the overall vision, mission and strategies of BCF in relation to their beneficiaries as well as members.

MEMBERSHIP

1. Members of F&S are appointed by the Breast Cancer Foundation (BCF) Appointment and Nomination Committee (“NOM”) and approved by P&S and shall consist of not less than two (2) members from the Committee members. A quorum shall be a minimum of two (2) Committee Members.
2. The Chairperson of P&S should be appointed from among the Committee members. Other Committee members will comprise 2-3 independent individuals with the relevant skillsets as approved by NOM. Should the Committee-appointed Chairperson of P&S be absent from any P&S meeting, the other members of P&S shall elect a Chairperson from among the other Committee members to chair the meeting.
3. If a member of P&S resigns, dies or for any reason ceases to be a member with the result that the number of members is reduced to less than three (3), the Committee shall, within three (3) months of that event, appoint such number of new members as may be required to make up the minimum number of three (3) members.

TENURE

4. The Chairperson and members of P&S shall be appointed for an initial term of two (2) years and may be reappointed at the discretion of the Committee for consecutive term of office.

ATTENDANCE & FREQUENCY OF MEETINGS

5. The General Manager and P&S HOD shall attend P&S meetings to provide secretariat support to P&S.
6. Other BCF staff may also attend P&S meetings when required by the Chairperson of P&S.
7. It is recommended that P&S meets not less than three (3) times a year. The meeting can be held physically or online (via teleconferencing or video conferencing).
8. BCF P&S Department shall ensure that minutes of each P&S meeting will be submitted to the BCF Office-Bearers as part of the monthly report. Updates will be provided to Committee at quarterly Committee meetings.

OBJECTIVES

9. Provide short-term (1 year), medium-term (3 years) and long-term (5 years) strategic direction, focus and priorities of P&S that will serve BCF and the Breast Cancer community.

10. Provide overall guidance in the deployment of strategies in the planning, development, implementation and evaluation of the department performance.
11. Monitor evaluation process to assess the effectiveness and efficiency of the department work.

FUNCTIONS

The functions of P&S shall be:

12. To provide guidance and advice to the P&S department to ensure that all programmes, activities, and services provided are in support of the vision and mission of BCF and within the approved budget.
13. To evaluate the adequacy and effectiveness of the programmes, activities and services and make recommendations to the Committee on areas for improvement for approval including the budget requirements
14. To approve changes or propose new policies related to the area of responsibility of P&S.
15. To report to the Committee on decisions taken by P&S and make recommendations to the Committee for its approval when this is deemed necessary.
16. To make recommendations to the Committee on the admission of individuals as members of BCF for approval.
17. To perform any other responsibilities as determined by the Committee.

AVOIDANCE OF CONFLICT OF INTEREST POLICY

1. **Statement of Purpose and Authority**

Breast Cancer Foundation's (BCF) basic policy on avoidance of conflict of interest rests on three premises:

- a. Understanding what is 'Conflict of Interest';
- b. Declaration of Conflict of Interest; and
- c. Abstention from decision making where a Conflict of Interest has been declared or exists.

2. **Definition of 'Conflict of Interest'**

An operational definition of conflict of interest is when an individual is aware of "any interest in a transaction or arrangement that will affect his/her professional judgment to obtain the best value for BCF or to protect the interests of BCF."

Some of the more obvious conflicts of interest relate to:

- Procurement of goods or services (Contract with vendors);
- Hiring and personnel management pertaining to close relationship¹ with current board/committee members or decision makers;
- Provision of services or subsidies;
- Vested interest² in other organizations that have dealings/relationship with BCF;
- Interest in joint ventures;
- Major donors / representatives from major donors.

3. **Declaration of Conflict of Interests**

All key staff and Committee Members of BCF must acknowledge that they understand the definition of 'Conflict of Interests' as above and they acknowledge that they will subscribe to the 'Avoidance of Conflict of Interest' Policy of BCF. This includes a declaration whenever there is a conflict or potential conflict and the individual will abstain from all decisions regarding that conflict of interest.

Annex A provides an acknowledgement of the 'Conflict of Interest' notice served to individual at the beginning of each fiscal year. Annex B contains the 'Declaration of Conflict of Interest' at the end of each fiscal year.

Members must declare the existence of a conflict of interest as soon as the individual becomes aware of the situation. Annex C contains a sample copy of the declaration.

To aid the members in discharging their responsibility in relation to the existence of possible conflict of interest, members are required to declare their membership or significant involvement or interests in organizations that may pose a possible conflict of interest to BCF. The declaration is found in Annex D.

4. **Abstention from Decision Making**

Once an individual is aware of the existence of a conflict of interest, he/she must abstain from the decision-making process pertaining to the possible conflict of interest. This means the individual should not influence the decision process. This does not necessary prevent the individual from providing relevant and expert knowledge on the issue or participate in the discussion but he/she should only do so with wisdom so as not to influence the decision.

¹"Close relationship" refers to spouse, children, parents and siblings of the subject person. Children include step-children and adopted children.

²"Vested interest" is defined as a strong personal interest which a person has in a matter as he might benefit from it. It can also include a special interest in protecting and promoting that which is to one's own personal advantage.

ANNEX A

ACKNOWLEDGEMENT OF NOTICE TO DISCLOSE CONFLICT OF INTERESTS

An operational definition of conflict of interest is when an individual is aware of “any interest in a transaction or arrangement that will affect his/her professional judgment to obtain the best value for BCF or to protect the interests of the BCF.”

Some of the more obvious conflicts of interest relate to:

- Procurement of goods or services (Contract with vendors);
- Hiring and personnel management pertaining to close relationship with current board/committee members or decision-makers;
- Provision of services or subsidies;
- Vested interest in other organizations that have dealings/relationship with BCF;
- Interest in joint ventures;
- Vested interest in major donors / representatives from major donors.

I, _____ NRIC No: _____, acknowledge that I have been duly served with a notice concerning the definition of conflicts of interest arising from my relationship with BCF for the fiscal year beginning _____.

The notice of conflicts of interest states that as a _____ of BCF, I have a fiduciary duty to protect the interests of BCF and will not undertake, participate, abet or otherwise any course of actions that will undermine or jeopardize the financial well-being and good state of BCF.

In the event when there are transactions, actions, relationships, arrangements, decisions or events that may possibly lead to a conflict of interest, I hereby undertake to:

- a. Declare my interest in the transactions, actions, relationships, arrangements, decisions or events; and
- b. Abstain from all decision-making process, directly or indirectly, pertaining to the matter.

Finally, I agree that at the end of the fiscal year, I will sign a statement detailing and declaring any arrangements, transactions or relationships between myself and BCF that may raise concerns of conflict of interest notwithstanding the fact that I have declared those transactions, actions, relationships or arrangements during the year.

I fully understand that this statement is signed in good faith and to the best of my knowledge so as to strengthen the corporate governance and accountability of BCF as a charity.

Name and Signature

Date

ANNEX B
ANNUAL DECLARATION OF CONFLICT OF INTERESTS



I, _____, NRIC No: _____, as a _____ of BCF, declare that in the course of the financial year of BCF for the fiscal year ending _____.

There are no transactions, actions, relationships, arrangements, decisions or events between myself and BCF that resulted in any conflict of interest.

The following transactions, actions, relationships, arrangements, decisions or events had occurred between myself and BCF and had been duly declared as per the notice of conflict of interest served earlier in the year. *(use additional inserts if needed)*

Date and Transaction	Date of Declaration	Amount (if applicable)

The following transactions, actions, relationships, arrangements, decisions or events had occurred between myself and BCF but had not been duly declared as per the notice of conflict of interest served earlier in the year. *(use additional inserts if needed)*

Date and Transaction	Date of Declaration	Amount (if applicable)

I fully understand that this statement is signed in good faith and to the best of my knowledge so as to strengthen the corporate governance and accountability of BCF as a charity.

 Name and Signature

 Date

**ANNEX C
DECLARATION OF CONFLICT OF INTEREST**



I, _____, NRIC No: _____, am serving notice for possible conflict of interest arising from my relationship with _____. I henceforth abstain from all decision pertaining to the abovenamed person.

Description of the Interest

Name and Signature

Date

Notice Served to:

**ANNEX D
DECLARATION OF INTEREST IN OTHER ORGANISATIONS**



I, _____, NRIC No: _____, as a _____ of BCF, declare that I am a key staff or director of the following organisations for the fiscal year beginning _____.

Name of Organisation	Position Held	Date

I fully understand that this statement is signed in good faith and to the best of my knowledge so as to strengthen the corporate governance and accountability of BCF as a charity.

Name and Signature

Date

Appendix 3 : Finance Policies and Procedures Manual
- Refer to attachment to this Code

Appendix 4 : Whistleblowing Policy



Whistleblowing Policy

Introduction and Policy Statement

Breast Cancer Foundation (“**BCF**”) is a not-for-profit organisation which relies largely on public funding and support from stakeholders to achieve our objectives and mission. Being an Institution of Public Character, BCF upholds a high standard of integrity to maintain the trust and confidence of the public, members and volunteers.

This Policy provides a framework to promote responsible and secure whistleblowing, and intends to foster and maintain a culture of openness, accountability and integrity within BCF, and an environment where members, staff, volunteers and third parties can report unethical and corrupt practices, in good faith, without the fear of adverse consequences, reprisal or retaliation. BCF does not tolerate any malpractice, impropriety, statutory non-compliance or wrongdoing by members, volunteers, staff or service providers in the course of their work.

In line with the above, this Policy is intended to provide a channel for the reporting of actual or suspected wrongdoings/irregularities committed by any staff, member, volunteer (including any member of the Committee or sub-committee member of BCF), service provider and other stakeholder in connection with the programmes, activities and operations of BCF and any work carried out or actions taken by such persons purportedly for and on behalf of BCF. The policy will enable and facilitate follow-up, investigation and corrective action by BCF and also provide assurance that the whistle blower will be protected from reprisals for whistleblowing in good faith.

Reporting Practices and Procedures

- All Staff are encouraged to report to their supervisor or the General Manager all incidences of:
 - Fraud which includes falsification, forgery or fraudulent alteration of documents (cheques, bank drafts, contracts, computer data), the submission of fictitious or doctored documents, or the making of false statements
 - Theft, misappropriation or misuse of money or assets belonging to BCF
 - Fraudulent financial reporting and questionable accounting practices
 - Corruption and bribery
 - A material violation of the laws and regulations of Singapore
 - Wanton disregard or knowing or repeated breaches of BCF’s Constitution, or BCF’s written policies or procedures
 - Conduct that may cause financial or non-financial loss or harm (including loss of reputation and/or endangerment to health and safety) to BCF or its members, volunteers, stakeholders or any member of the public
 - Acts of retaliation by any staff, constituting assault, intimidation or harassment, or any actions that may result in discrimination or unfair treatment, against the Whistleblower (as defined below) or any other staff who has made an allegation or assisted in any investigation or an allegation.
- The Whistleblower can send the report by email to soonyien.foo@bcf.org.sg.
- Where any such report or complaint is made to any other staff, that staff shall provide full details of such report / complaint to the Chairman of the Audit & Risk Management Sub-committee (the “**Receiving Officer**”). The Receiving Officer to whom any report / complaint is made shall consider such report / complaint and take such actions as are mandated in this Policy.
- When making a report/complaint, the Whistleblower should provide as much details as possible including:
 - Description of the alleged act or omission;
 - Description of the person(s) involved in the act or omission;
 - The time and place of such act or omission; and
 - Details of supporting documents, witnesses or other evidence.
- The Whistleblower is encouraged to identify himself/herself and provide his/her contact details.

- Any report made by a complainant should ensure that all claims of wrong-doing are made in good faith. A “**Whistleblower**” is a person who reports an activity he/she believes to be illegal, dishonest or unethical, should do so in good faith, truly believing that the report is genuine and free of personal biases. For this purpose:
 - Good faith embodies making the report without malice or consideration of personal benefit
 - The burden of proof does not lie with the Whistleblower
- After making the report/complaint, the Whistleblower must refrain from taking any action unilaterally or making further investigation of the incident, confrontation of the accused or engage in further discussion of the incident with any other persons. All investigation must be left to the Receiving Officer and the Review Committee in accordance with this Policy.

Scope and Responsibilities

- The Receiving Officer to whom a report / complaint is made is responsible for reviewing the relevant report or complaint pursuant to this Policy.
- If any such report or complaint is determined by the Receiving Officer to be valid and substantiated, the Receiving Officer shall submit a written report to the Review Committee as soon as practicable.
- Notwithstanding anything to the contrary in this Policy, where the subject of any report or complaint is the Receiving Officer, the Whistleblower should submit the report / complaint directly to the Secretary. In such circumstances, the Secretary shall determine if the report or complaint is valid and substantiated, and may direct the Review Committee to review the report / complaint and take such actions as are mandated in this Policy.
- The Review Committee comprises the President, Vice President, Secretary, Chairman of Audit & Risk Management Sub-Committee and Chairman of Human Resources Sub-Committee. If the report or complaint in question involves an existing member of the Review Committee, that member will be excused from participation in the review in question. The President may co-opt any other Committee member into the Review Committee at any time, whether on a temporary or permanent basis, to replace the excused member or for any reason whatsoever.
- All staff in BCF, whether named as a suspect or witness to any offense have a duty to cooperate with investigations whether conducted by a Receiving Officer, the Secretary or the Review Committee. Participants in any investigation should respect the confidentiality of the process and not spread rumours or gossip regarding an ongoing investigation. Disciplinary action may be taken against any person who does not comply with these requirements.

Actions/Investigations

- Every report and complaint must be investigated and a conclusion must be drawn whether by the Receiving Officer, the Secretary or the Review Committee. All investigations must be handled confidentially and promptly, and in an independent and unbiased manner both in fact and appearance.
- The Receiving Officer or the Secretary receiving a report / complaint will conduct a preliminary assessment of the report or complaint based on the information provided. If there is sufficient evidence to conclude that there is a prima facie case, the Receiving Officer / Secretary will submit a report to the Review Committee to carry out a thorough investigation as deemed appropriate by the Review Committee, in order to reach a conclusion.
- Where the Receiving Officer or the Secretary forms a view following preliminary assessment that there is no merit to the report or complaint, such conclusion must be communicated to the Review Committee. The Review Committee shall have the right to determine that a report or complaint requires further action

in accordance with this Policy notwithstanding a preliminary determination of no merit by the Receiving Officer / Secretary.

- Where the Receiving Officer or the Secretary submits a written report to the Review Committee (“**Preliminary Report**”), a meeting shall be convened within 2 weeks for the purpose of facilitating the review and determination by the Review Committee. The Review Committee may direct any staff, or any division or department within the BCF to assist to administer the review, investigation or determination. The Receiving Officer or the Secretary (or such BCF staff to whom the task has been delegated) shall keep the complainant updated of the general progress of investigations to assure the complainant of the progress of the matter.
- The Receiving Officer, the Secretary or the Review Committee may request any additional documentation or verbal statements from the complainant or any other persons as may be legitimately required for appropriate fact finding. Insofar as possible, the confidentiality of the investigation process will be maintained.
- Details of or relating to the alleged complaint may need to be disclosed to other staff or third parties in order to conduct a thorough investigation, to comply with the law or to provide accused individuals their legal rights of defence. Additionally, if required by the Receiving Officer, the Secretary or the Review Committee, the person who files the report/complaint or who is a witness to the alleged action or omission may be invited to join the hearing to present his or her report/complaint, evidence or testimony in person to the Receiving Officer, the Secretary or the Review Committee.
- All investigation reports produced and any decisions and/or actions proposed by the Review Committee will be presented to Committee for approval or ratification. The Review Committee may recommend effective remedial actions to be taken, which include referral to the appropriate external regulatory or other authorities, commensurate with the severity of the offense.

Protection to Whistleblowers

- BCF prohibits discrimination, retaliation or harassment of any kind against a Whistleblower who submits a report or complaint. If a Whistleblower believes that he or she is being subjected to discrimination, retaliation or harassment for having made a report or complaint under this Policy, he or she should immediately report those facts to the Secretary, who is required to report the same to the Review Committee.
- Any complaint, allegation or disclosure that is found to have been made by any staff maliciously or with knowledge that it was false shall be treated as a serious disciplinary offense.

Modification and Updates

- This Policy has been approved by the Committee, and BCF reserves the right to modify this Policy with approval of Committee as and when deemed necessary.

The General Manager will be responsible for reviewing this Policy from time to time to update and modify the same for suitability for BCF’s purposes.

**Appendix 5 : The Charity Council Code of Governance for Charities and
Institutions of Public Character**
- Refer to attachment to this Code

Appendix 6 : Authorisation to enter into a contractual relationship on behalf of BCF

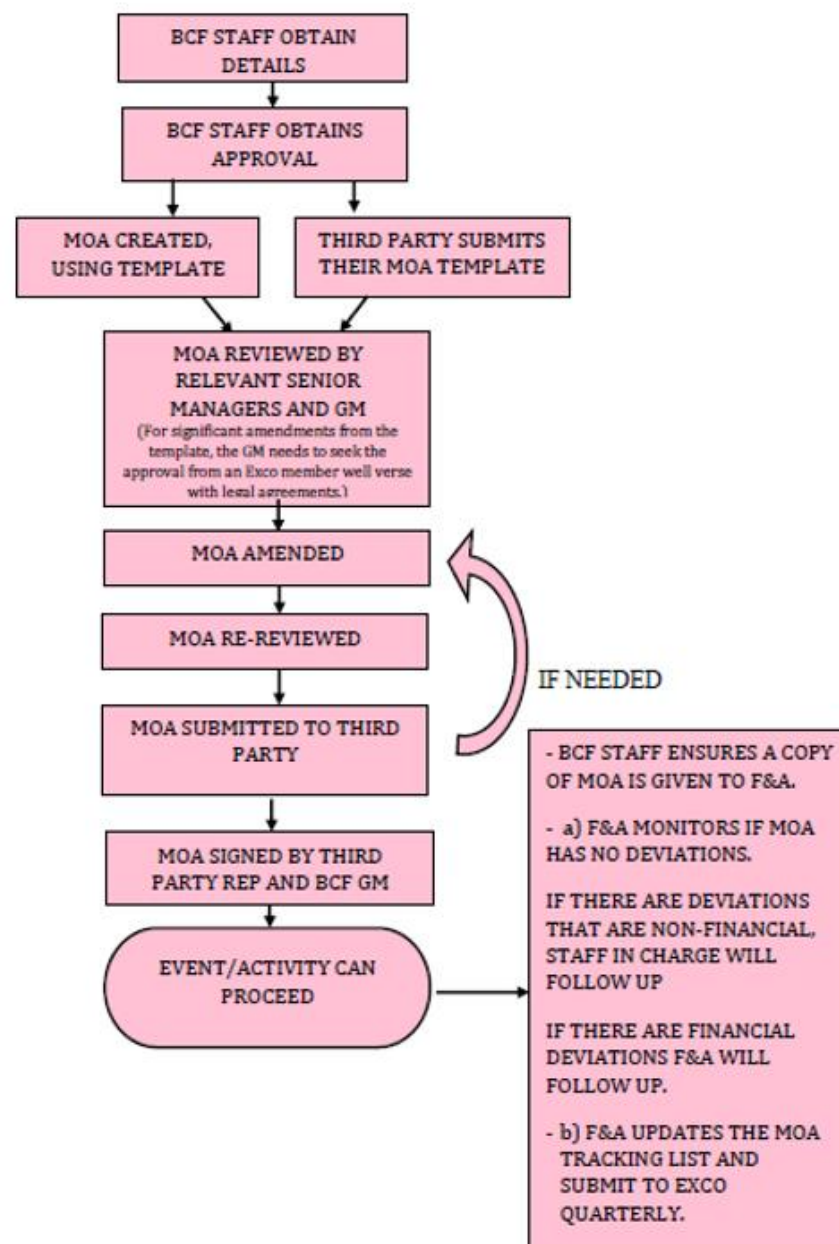
1. Extracted from Fundraising Dept Policies and Procedures Manual (page 35)

Abbreviation	Term
F&A	Finance and Accounting Department
GM	General Manager
MOA	Memorandum of Agreement

BREAST CANCER FOUNDATION

FUNDRAISING POLICIES AND PROCEDURES MANUAL

ANNEX 2:MOA WORKFLOW



2. **Extracted from Awareness, Communications and Education Dept Policies and Procedures Manual (page 12)**

Abbreviation	Term
ACE	Awareness Communications and Education Department (the old name for the current Advocacy and Communications Department)
GM	General Manager
MOA	Memorandum of Agreement

Policy:

1.0 DEFINITION

- 1.1 Memorandum of Agreement (MOA) is a document describing an agreement between two or more parties.
- 1.2 It expresses an agreement between a party and parties, to do something either together or for one party to do something for the other party.
- 1.3.1 It is used in cases where parties intend a legal binding agreement or to record an agreed understanding.

2.0 APPLICABLE

- 2.1 An MOA must be prepared if a third party will be involved in raising funds where BCF is a named beneficiary or provides sponsorship for a BCF activity or event
- 2.2 As a matter of policy, BCF will not engage any commercial fundraiser.

(Note:

- *Under Charities Act (Chapter 37) Charities (Fund-raising appeals for local and foreign charitable purposes) Regulations 2012, paragraph 14 has listed the prohibition on commercial fund-raiser, etc., raising funds for charitable institution without written agreement.*
- *Under Charities Act (Chapter 37) Part VII Control of fund-raising for charitable institutions, it is required that the professional fund-raisers, etc. are required to indicate the institutions benefiting and arrangements for remuneration in a statement.)*

Procedures:

3.0 BCF MOA TEMPLATE (ANNEX 8)

- 3.1 The approved standard template of MOA is to be used as a basic reference document (current format approved by members of ACE Sub-Committee).
- 3.2 Unless there are significant amendments to be made in the MOA template, the GM is authorised by the Exco to complete, agree, deny, or vary the terms in the MOA template to the circumstances and in the best interest for BCF. For significant amendments, the GM needs to seek the approval from the Awareness, Communications & Education Sub-Committee on the amendments.
Where significant changes are requested to be made, BCF MOA template staff in charge must ensure the GM is involved in discussions.
- 3.3 Awareness, Communications & Education Subcommittee must be informed of all MOAs upon signature.

3. **Extracted from Awareness, Communications and Education Dept Policies and Procedures Manual (page 13)**

Abbreviation	Term
ACE	Awareness, Communications and Education Department (the old name for the current Advocacy and Communications Department)
F&A	Finance and Accounting Department
NPO	Non-Profit Organisation
SM	Senior Manager
S&V	Support and Volunteer
VWO	Voluntary Welfare Organisation

4.0 THIRD PARTY MOA TEMPLATE

4.1 A third party may wish to use their own MOA and BCF must seek to review and revise any term that is contrary to Singapore law, BCF Constitution or deemed unfavourable to BCF.

5.0 CHECKLIST FOR MOA PREPARATION

5.1 When a third party makes a request for collaboration with BCF, the staff-in-charge must ensure that the following checklist is followed to obtain required information for BCF to make a decision on the collaboration.

5.2 The checklist:

- i. Background check on third party – Business Registration number, number of years in the industry, prior experience in doing events with VWOs or NPOs
- ii. Concept & methodology for the collaboration – to be received in writing from the third party
- iii. Level of responsibility of BCF and third party – roles and responsibilities of all parties involved to be clearly set out
- iv. Date, Time & venue of the event
- v. Guest-of-honour (if any)
- vi. Any Licensing requirement – House-to-house street collection license and/ or donation draw license
- vii. Will BCF's staff be required to support the collaboration
- viii. Third party's point person / staff-in-charge
- ix. The GM must be involved in the discussions with the third party, where the donation/ sponsorship amount is equal to or exceed S\$10,000.00.

5.3 If the checklist above is cleared when seeking approval from GM, appropriate committee or Exco the draft MOA must be attached for the GM and/ or Awareness, Communications & Education Sub-Committee to review and approve.

5.4 The following procedures need to be adhered prior to the signing of MOAs with third parties:

5.4.1 **ALL MOAs with third parties for ACE and S&V** must first be jointly reviewed by the SMs involved with respect to all aspects of the subject matter

5.4.2 The MOA should then be submitted to GM for review and if there are any legal issues, an appropriate Board member with legal skills or a legal adviser is be consulted.

Additional clauses to Clause 5.0 Checklist for MOA Preparation:

1. Background check on third party – check for presence of any adverse comments/incidents relating to the third party from the public/media

2. Add Conflict of Interest check - ensure that the third party who intends to enter into a contractual relationship with BCF is free from conflict of interest with the Staff or Sub-Committee to whom the MOA relates to; and
3. Alignment with BCF's values - ensure that all third parties whom BCF works with are in alignment with BCF's obligations as a Voluntary Welfare Organisation (VWO) with Institution of Public Character status as well as BCF's reputation and interests

4. **Extracted from Awareness, Communications and Education Dept Policies and Procedures Manual (page 14)**

Abbreviation	Term
ACE	Awareness, Communications and Education Department (the old name for the current Advocacy and Communications Department)
F&A	Finance and Accounting Department
GM	General Manager
MOA	Memorandum of Agreement
SM	Senior Manager

5.4.1.3 For significant changes /amendments in the MOA template and third party's MOA template, the draft MOA is required to be submitted to the Executive Committee for approval.

5.4.2 ALL MOAs with third parties for F&A must first be jointly reviewed by:

- i. the SM, F&A and GM with respect to all aspects of the subject matter & compliance **AND**
- ii. Treasurer/Assistant Treasurer from a finance angle

5.4.2.1 The MOA is then submitted for review and vetting by Honorary Secretary of BCF, and if there are any legal issues an appropriate Board member with legal skills or a legal adviser is to be consulted.

5.4.2.2 The GM has the authority to approve the MOA that has no significant amendments or variations from the standard template (refer to 3.2).

5.4.2.3 For significant changes/amendments in the MOA template and third party's MOA template, the draft MOA is required to be submitted to the Awareness, Communications & Education Committee for approval.

6.0 SIGNING OF AN MOA BY BCF

- 6.1 No MOA should be signed by third party without the review and approval by General Manager, and ACE Sub-Committee (for compliance).
- 6.2 An event must not commence prior to the signing of MOA between BCF and the third party.
- 6.3 For MOAs with estimated donation amount of S\$10,000 and below, the GM is authorised to sign on behalf.
- 6.4 For MOAs with estimated donation amount of S\$10,000 and above, the GM and any Board Member are authorised to sign

7.0 MONITORING TERMS OF AN MOA AND CLOSURE OF MOA

- 7.1 The staff-in-charge is responsible to ensure that the event is held in accordance to the contents of MOA and there is a complete closure of the MOA with funds received and the documents properly and timely submitted to BCF.
- 7.2 The staff-in-charge is also responsible that all documents are properly maintained and filed.
- 7.3 Finance will be responsible for the depositing of the receipts of donation and a copy of statement of accounts from third party is to be submitted to Finance for reconciliation.

5. Extracted from Awareness, Communications and Education Dept Policies and Procedures Manual (page 15)

BREAST CANCER FOUNDATION

ACE STANDARD OPERATING PROCEDURES

- 7.4 A list of MOAs signed is kept in the BCF Common Drive as follows:
BCF Electronic Filing → ACE → [Year] → MOAs

References:

Annex 8 – MOA template



This Memorandum of Agreement (this "Agreement") has been entered into between the Parties named below on: {Date}

<p>1. PARTIES</p>	<p>(a) BREAST CANCER FOUNDATION, a society registered in Singapore with Registry of Societies Registration No: ROS 207/97/TAP (22/10/97) and EUN S97SS0137L and an Institute of Public Character, with its registered office at 441 Sin Ming Ave #01-417 Singapore 570441 ("BCF"); and</p> <p>(b) (Name Of Company), a company registered in Singapore with Registration No: 200907210G and its registered address at (Company Address.) ("Party A").</p>
<p>2. INTENTION OF PARTY A</p>	<p>Party A proposes to:</p> <p><input checked="" type="checkbox"/> Donate to BCF a fixed percentage of Party A's sales receipts / net profits from the sale of specific merchandise (including, without limitation, any goods, products or tickets)</p> <p><input checked="" type="checkbox"/> Utilise and/or display the name / logo of BCF as part of its sales campaign for the abovementioned sale of merchandise</p>
<p>3. DESCRIPTION OF MERCHANDISE / SERVICES</p>	<p>Name of Event:</p> <p>Price:</p> <p>Fundraising Mechanics:</p> <p>Target amount to be raised:</p> <p>Contact Person: Name: Designation: Contact Number: Email:</p>
<p>4. VENUE / STORES / LOCATIONS / PLATFORM</p>	
<p>5. PERIOD OF ACTIVITY</p>	<p>Start Date:</p> <p>End Date:</p>
<p>6. DONATION PERCENTAGE, MINIMUM AMOUNT & DONATION DATE</p>	<p>(%) of gross sales (inclusive of GST) of amount will be donated to BCF</p> <p>Donation to the fundraising campaign shall be made to "Breast Cancer Foundation" via electronic banking quarterly (Date) and must be accompanied by a statement of total sales relating to the sales promotion under the Agreement.</p> <p>Beneficiary Name: Breast Cancer Foundation Bank Name: DBS Bank Branch Name: Marina Bay Financial Centre Branch Address: 12 Marina Boulevard, Marina Bay Financial Centre Tower 3 Singapore 018982 Account Number: 072-039860-2 Swift Code: DBSSSGSG</p>

BREAST CANCER FOUNDATION
MEMORANDUM OF AGREEMENT
GENERAL TERMS

<p>6. CONFIRMATIONS</p>	<p><input checked="" type="checkbox"/> Without prejudice and in addition to the General Terms annexed hereto, Party A acknowledges and agrees that:</p> <p>(a) it is able, and intends, to carry out all the intended production, marketing, sales, event planning / organisation and other fundraising activities contemplated above using its own resources, and shall not depend or rely on BCF for any such resources (including any manpower or staff support from BCF) in connection therewith, save for the provision by BCF of informative materials and collateral for breast cancer awareness, where relevant; and</p> <p>(b) the use of the BCF name and logo is subject to strict adherence to the terms of this Agreement and, in particular, the BCF name and logo shall always be used together except with the prior written consent of BCF.</p>
<p>7. OTHER SALIENT TERMS</p>	<p>(c) Any form of communication regarding BCF and logo placement on any of Party A's publicity materials to be reviewed by BCF prior to publication and release.</p> <p>(d) Party A will have the statement of accounts and also the final donation amount report (Refer to Annex 1) submitted to Breast Cancer Foundation within 1 month or after the end of the fundraising period or end of event.</p> <p>(e) Party A will provide relevant financial information and records to Breast Cancer Foundation to enable Breast Cancer Foundation to comply with any law or regulation or requirement of any relevant regulatory authority or any audits or for any other reasonable purpose.</p>

The terms & conditions set out above are subject to, and shall be read in conjunction with, the General Terms annexed to, and forming part of, this Agreement.

In Witness whereof, this Agreement has been entered into by the Parties hereto, on the date first set out above.

BREAST CANCER FOUNDATION

(Name Of company)

Name:
Designation:
Company Stamp

Name:
Designation:
Company Stamp:

These terms and conditions are to be read as supplemental to, and part of, the Memorandum of Agreement to which it is attached / annexed, and shall apply unless expressly negated or superseded by the specific terms of such Memorandum of Agreement, or as otherwise agreed by the Parties thereto. All terms defined

**BREAST CANCER FOUNDATION
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in the Memorandum of Agreement shall have the same meaning and construction when used in these General Terms.

A. Definitions

"S\$" shall mean Singapore Dollars legal tender.

"Agreement" means the Memorandum of Agreement to which these General Terms are attached / annexed, and shall include these General Terms.

"Person" means any individual, company, corporation, society, association, trust or other legal entity.

B. Provision of Services / Sale of Merchandise

1. Party A may not use the name / logo of BCF, or BCF's cause, to increase the selling price or profit margin of any of their products, goods or services, regardless whether the same is for the purposes of generating revenue or profits the whole or part of which may be donated to BCF.
2. Party A represents and confirms to BCF that it is able, and intends, to carry out all the intended production, marketing, sales and fundraising activities using its own resources, and agrees that:
 - (i) BCF is not expected or required to participate in any promotional efforts in relation to the Merchandise / Services; and
 - (ii) BCF is not expected or required to assist with, and shall not contribute any resources (including the time and expertise of its staff, members or volunteers) to Party A in connection with the activities contemplated under the Agreement, whether for the purposes of logistics, organization, raising awareness or otherwise, save for the provision by BCF of BCF collateral if so agreed under the Agreement.
3. In connection with paragraph B2 above, BCF may at its discretion decline to furnish or provide any resources to Party A in connection with the activities proposed to be carried out by Party A under the Agreement, or may stipulate such terms (including reimbursement of staff overtime and other costs) and conditions as it reasonably considers necessary in the event that BCF so agrees to provide any resources to Party A for this purpose.
4. The Start Date and End Date specified in the Agreement may be amended in writing with the consent of both parties.

C. Donation

1. All donations by Party A to BCF shall be made via bank transfer to "Breast Cancer Foundation".
2. The donation by Party A to BCF shall be made in Singapore Dollars (or such other currency as BCF may agree), and shall not be substituted or substitutable with any other donations-in-kind.
3. BCF may only issue a tax deductible receipt in accordance with the laws of Singapore if Party A does not receive any commercial benefit from the donation (such as advertising / branding /

promotional value), and provided that the amount of the donation exceeds a minimum of \$50.

D. BCF Name, Logo & Collaterals

1. Where BCF has agreed to furnish materials / collateral on breast cancer awareness in accordance with the Agreement, BCF shall have discretion to determine the nature and content of such materials / collaterals, which may include posters, banners and other informative materials as BCF in its discretion considers to be appropriate.
2. BCF's name and logo, and its collateral, once permitted and/or delivered to Party A for use or display, shall only be so used and/or displayed for the purpose of carrying out the terms of this Agreement.
3. The BCF name and logo shall always be used together, except with the prior consent in writing of BCF.
4. All materials and collaterals (in the form of posters, banners or otherwise whatsoever) are the property of BCF and shall be returned to BCF in good condition after use as contemplated in the Agreement. No such materials or collateral may be copied, disseminated, distributed or otherwise used without the prior written consent of BCF.

E. Confidentiality & Publicity

1. BCF may agree to participate in face-to-face, telephone and/or e-mail interviews arranged or conducted by Party A, if provided with advance written notice of the interview dates and times, and agreement as to content. Neither BCF nor any of its staff, employees, volunteers, sponsors or other stakeholders will be obliged to participate in any such interviews if BCF or such person considers it inappropriate or unsuitable.
2. Any quotations attributed to BCF or any pictures taken (whether by BCF or any other Person) in relation to the collaboration under the Agreement may be used by BCF in its media releases, facebook page, customer / member / volunteer communications and/or advertising campaigns.
3. Party A shall seek the prior written consent of BCF before publishing any other materials, including images, videos or quotations, relating to BCF, or which contains or carries the name / logo of BCF.
4. Party A shall keep the terms of this Agreement strictly private and confidential, and shall not communicate the existence or terms of this Agreement without the prior written consent of BCF.
5. Prior to publishing any promotional material containing reference to Party A, Party A's name, Party A's logo, Party A's business, Party A's personnel and employees and/or quotations attributed to Party A, BCF will show Party A a visual of what exactly will be published and obtain Party A's consent in writing.

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6. In the course of this Agreement, BCF may receive information about Party A's business, customers, employees and/or other information of a confidential nature and agrees to keep all such information strictly confidential. BCF will only disclose such information to its employees who have a need to know such information for purposes of performance of this Agreement. BCF will not disclose such information to any third party without the prior written consent from Party A.
7. Where BCF receives personal data from Party A in relation to this Agreement and/or related to the Pink Ribbon Walk, BCF agrees to keep such information confidential and will not disclose such information to any third party without the prior written consent from Party A.

F. Non-disparagement

1. Party A shall not misrepresent, tarnish and/or damage the reputation of BCF, its programmes and activities or any of its staff, members, volunteers, sponsors and/or other stakeholders.

G. Indemnity

1. Party A shall indemnify and hold BCF (including, for the purpose of this Clause, its staff, members, volunteers, sponsors and other stakeholders) harmless from and against all claims, proceedings, actions, damages, costs, expenses, losses and liabilities suffered or incurred by BCF in connection with this Agreement due to Party A's breach of this Agreement.
2. Any indemnity or the aggregate liability of Party A under this Agreement shall not exceed the amount donated by Party A to BCF under this Agreement, or 10,000SGD if the donation amount exceeds 10,000SGD.

H. Governing Law

1. The Agreement shall be governed by, and construed in accordance with, Singapore law. All disputes between the Parties in connection with the Agreement shall be resolved by way of Mediation in accordance with the mediation process ascribed by the Singapore Mediation Centre. To the extent that any disputes cannot in good faith be resolved by Mediation, the Parties hereby irrevocably agree to submit all such claims and disputes to the exclusive jurisdiction of the Courts of Singapore.

I. Termination

1. BCF shall be entitled to terminate the Agreement at any time with immediate effect by giving written notice in the event that it is of the opinion, such opinion being reasonably formed, that:
 - (i) Party A has breached any term of the Agreement;
 - (ii) continuing with the activities contemplated by the Agreement may result in or cause reputational damage, or complaints, claims or allegations (whether or not substantiated), breach of any laws, regulations or guidelines; or
 - (iii) it is in the best interests of BCF, its members or its staff to discontinue the activities contemplated by the Agreement.
2. Party A shall be entitled to terminate the Agreement at any time with immediate effect by giving written notice in the event that it is of the opinion, such opinion being reasonably formed, that:
 - (i) BCF has breached any term of the Agreement; or
 - (ii) continuing with the activities contemplated by the Agreement may result in or cause reputational damage, or complaints, claims or allegations (whether or not substantiated), breach of any laws, regulations or guidelines.
3. BCF shall also be entitled to terminate the Agreement at any time with 2 weeks prior written notice, without providing any reason whatsoever.
4. Party A shall be entitled to terminate the Agreement at any time with 2 weeks prior written notice, without providing any reason whatsoever. In the event that the donation has already been made, no refund of the donation will be necessary.
5. Upon the termination of the Agreement by one of the parties, BCF and Party A shall immediately return, deliver or hand-over to the other party in good condition all materials, collateral and/or confidential information in the other party's possession, and shall henceforth immediately cease to utilize the other party's name and logo in all material.
6. The provisions of the Agreement relating to Confidentiality & Publicity, Non-disparagement, Indemnity and Governing Law shall survive and continue to apply notwithstanding the termination of the Agreement.

*Amended / Additional Clauses for the General Terms of the MOA:

1. Clause D will include all BCF intellectual property, including but not limited to the BCF name, logo and collaterals.
2. Additional Clause: Third parties are engaged as independent contractors of BCF.