

Our Ref: MLM-CMA-0043519

Case Number: 329233

Date: 25 January 2019

To: Bruker Singapore Pte Ltd
11 Biopolis Way
Helios, #10-10
Singapore 138667

Attention: Ms. Neo Su Lynn



Breaking New Ground

JTC Corporation

The JTC Summit
8 Jurong Town Hall Road
Singapore 609434

JTC hotline 1800 568 7000

main line (65) 6560 0056

facsimile (65) 6565 5301

website www.jtc.gov.sg

Dear Sirs

OFFER FOR TENANCY OF JTC SPACE

1 GENERAL

- 1.1 Thank you for your interest in renting a JTC Space from us.
- 1.2 This letter, together with the attached Special Terms and Standard Terms, comprises our offer to rent the Premises to you ("**Offer**"). You are advised to review these documents before accepting the Offer.
- 1.3 Upon your acceptance in accordance with paragraph 3 below, your signed Letter of Acceptance will constitute a binding tenancy contract between us ("**Tenancy**").

2 OFFER

2.1 Premises

We offer to rent the following Premises to you on an "as is" basis. You must not exceed the Maximum Floor Loading and must ensure that the permitted load is evenly distributed.

(a)	Private Lot No.:	Unit No.:	Estimated Area (" Area "): (square metres)	Maximum Floor Loading: (kiloNewtons per square metre)
	A3007415	#09-01/02/03/04	747	7.5
		Common area	26	7.5
(b)	Address and Postal Code:		30 Biopolis Street, Matrix, Singapore 138671	
(c)	Plan of Premises:		As attached	

2.2 Authorised Use

The Authorised Use is set out below.

Private Lot No.:	Unit No.	Authorised Use
A3007415	#09-01/02/03/04 and common area	<to be advised according to Bruker's submission to NEA for industrial allocation>

2.3 Approvals

You must obtain all necessary approvals required for your business operations at the Premises and keep them in force throughout the Tenancy.

2.4 Tenancy Period, Possession and related conditions

The key particulars of the Tenancy are set out below. You must commence business by the Operations Commencement Date.

Tenancy Term ("Term"):	3 years
Commencement Date (start date of the Term):	1 March 2019
Possession Date (Date the Premises will be handed to you):	Any time within 2 months before the Commencement Date.
Rent-Free Period:	From Possession Date to Commencement Date.
Operations Commencement Date:	On Commencement Date.
Option to Renew:	You have an Option to Renew for another 3 years (" Further Tenancy Period ") in accordance with the relevant provisions in the Special Terms.

2.5 Rent

The Rent payable by you is set out below.

(a) Rent:		
Private Lot No. A3007415	#09-01/02/03/04 and common area	\$38.60 per square metre per month of the Area
(b) Annual rental increase:		
Nil. Rent is the same throughout the Term.		
The Rent should be paid in advance without demand or deduction on the first day of each month of the Term. The first payment is to be made upon acceptance of this Offer.		

2.6 Service Charge

The Service Charge payable is set out below.

Service Charge:		
Private Lot No. A3007415	#09-01/02/03/04 and common area	\$13.40 per square metre per month of the Area
You must pay the Service Charge in advance without demand or deduction on the first day of each month of the Term. We are entitled, at any time and from time to time, to increase the Service Charge.		

2.7 **Security Deposit**

- (a) It is a condition of acceptance for our tenants to be on the GIRO payment scheme. Under the scheme, the Security Deposit payable by you (which must be maintained throughout the Term) is set out below.

Private Lot No(s):	Unit No(s):	Security Deposit:
A3007415	#09-01/02/03/04 & common area	\$40,196.00, equivalent to 1 month's Rent and 1 month's Service Charge.

- (b) Please note that if your GIRO arrangement is not effected or is discontinued for any reason, the Security Deposit will be increased as set out in the Standard Terms.

2.8 **Reinstatement Deposit**

You must seek our consent if you wish to carry out any addition or alteration works at the Premises. A reinstatement deposit will be required for our consent which will be on such terms and conditions as we may impose.

2.9 **Mode of Payment**

Your first payment must be by non-cash mode (e.g. cheque, cashier's order) or by electronic payment through JTC's Customer Service Portal (CSP) available at <http://www.jtc.gov.sg>. Subsequent monthly payments of Rent, Service Charge, Usage Charge (if any) and GST must be paid by interbank GIRO to our designated bank account. The Rent, Service Charge and Usage Charge (if any) exclude GST. GST is payable by you.

2.10 **Fitting Out**

You may, as a licensee (on the same terms and conditions in the Tenancy), commence fitting out works ("**Fitting Out Works**") after the Possession Date. You must obtain our, and the Authorities', prior written consent before commencing any Fitting Out Works, and carry out and complete the Fitting Out Works in accordance with our requirements. The Commencement Date remains unchanged even if the Fitting Out Works are completed after the Commencement Date.

2.11 **Early Termination by Written Notice**

- (a) If you wish to terminate the Tenancy before expiry, please submit a written request for our consent indicating the reasons and proposed date of termination (which must be at least 6 months after the date of such request or paying us 6 months' rent-in-lieu) for our consideration. When providing our consent, we may impose certain terms and conditions.
- (b) We may also terminate the Tenancy by giving you not less than 6 months' prior written notice or paying you 6 months' rent-in-lieu. The termination of the Tenancy preserves our rights and remedies against you for any prior breach.

2.12 **Green Building Obligations**

The Premises are located within a building which has been issued (or is to be issued) with the "Green Mark Gold^{PLUS}" Certification by the Building and Construction Authority. You must comply with the clause titled "Green Building Obligations" in the Special Terms.

2.13 **No Representations**

No terms or representations or otherwise, whether express or implied, shall form part of the Tenancy other than what is contained in the Offer.

2.14 **Guidelines**

The guidelines that are applicable to you are attached. These guidelines are subject to change from time to time.

3 **TO ACCEPT**

3.1 To accept this Offer, please let us have all the following items by **07 February 2019** ("**Offer Expiry Date**"):

- (a) duly signed original Letter of Acceptance (format attached);
- (b) payment of all the sums set out in the attached Payment Table;
- (c) a written confirmation that all payments under the Tenancy are to be paid by GIRO from your existing GIRO account with us.

3.2 There will be no Tenancy between us if we do not receive all the above items by the Offer Expiry Date. In this event, all payments (except for the application deposit which will be retained by us) will be refunded to you (without interest).

Yours faithfully



Bennett Tan (Mr.)
 Manager
 Biomedical Department
 Biomedical & Electronics Cluster
 DID : 6883 3362
 E-MAIL : Bennett_Tan@jtc.gov.sg

Encl

ATTACHMENTS

The following enclosures *marked ✓* are attached with this letter:



- ☒ **Payment Table**
- ☒ **Format of Letter of Acceptance**
- ☒ **Format of Banker's Guarantee for Security Deposit and/or Reinstatement Deposit**
- ☒ **Special Terms and Conditions for –**
 - ☒ Biopolis Office
- ☒ **Standard Terms and Conditions**
- ☒ **Plan of the Premises**
- | | | |
|-------------------------------|---|---|
| Other Materials and Resources | ☒
☒
☒ | E-Statement for all new JTC contracts
Schedule of Statutory Controls for Flatted, Ramp-up and Stack-up Factory Customers
Biopolis @ one-north - Tenants' Guide Book |
|-------------------------------|---|---|

PAYMENT TABLE

jtc

OFFER FOR TENANCY OF JTC SPACE KNOWN AS:

Private Lot No.	Unit No.:
A3007415	#09-01/02/03/04 and common area
at 30 Biopolis Street, Matrix, Singapore 138671	

(the "Premises")

Private Lot No.	Unit No.:		Amount	GST at prevailing rate
A3007415	#09-01/02/03/04 and common area	Rent for one month	\$29,837.80	\$2,088.65
		Service Charge for one month	\$10,358.20	\$725.07
		Security Deposit	\$40,196.00	
		Stamp fee payable on Letter of Acceptance (which we will stamp on your behalf)	\$5,788.00	
Total Payable (inclusive of GST at prevailing rate)			\$88,993.72	
Less Application Deposit (if paid):			\$40,196.00	
Net Total Payable (inclusive of GST at prevailing rate)			\$48,797.72	

Letter of Acceptance

[On Tenant's Letterhead]

Date : <To be dated on the day this letter is forwarded to JTC>

Jurong Town Corporation
Biomedical Department
Biomedical & Electronics Cluster
The JTC Summit
8 Jurong Town Hall Road
Singapore 609434

Attention: Bennett Tan

Dear Sirs,

ACCEPTANCE OF OFFER FOR TENANCY OF JTC SPACE KNOWN AS:

Private Lot No.	Unit No.:
A3007415	#09-01/02/03/04 and common area
at 30 Biopolis Street, Matrix, Singapore 138671	

(the "**Premises**")

- We refer to your letter of offer dated **25 January 2019** the Special Terms and Standard Terms referred to therein, (collectively, the "**Offer**") for the tenancy of the Premises and hereby confirm our acceptance of all the terms and conditions of the Offer.
- We forward the following as required:
 - * a cheque/cashier's order for S\$_____ issued to **JTC CORPORATION**, being the total amount as indicated in the Payment Table.
OR
* a cheque/cashier's order for S\$_____ issued to **JTC CORPORATION** and the original Banker's Guarantee for the Security Deposit of S\$_____.
OR
* a cheque/cashier's order for S\$_____ issued to **JTC CORPORATION**, the original Banker's Guarantee for the Security Deposit of S\$_____ and the original Banker's Guarantee for the Reinstatement Deposit of S\$_____.
 - * delete whichever is not applicable*

We confirm that all payments under the Tenancy are to be paid by GIRO (from our existing GIRO bank account) under ¹our existing account no. _____ with you.
- We understand and agree that we will only be able to access, print and download our Statement of Accounts (SA) through JTC's Customer Service Portal (CSP). We will refer to your Customer Service Portal guidelines available at <http://www.jtc.gov.sg> for more information.
- This acceptance, together with the Offer, constitutes a binding Tenancy Agreement between us.

Yours faithfully,
For and on behalf of Bruker Singapore Pte Ltd

¹ **Note to Customer:** Your existing account no. with us, can be found in our Statement of Account issued to you.

Signature of authorised signatory

Name of authorised signatory:

Designation:

in the presence of :

Name of witness:

NRIC No.:

[Note to Customer: One banker's guarantee is required for Security Deposit and another banker's guarantee is required for Reinstatement Deposit.]

To: Jurong Town Corporation
Biomedical Department
Biomedical & Electronics Clusters
("Landlord" which expression shall include its successors and assigns)

Dear Sirs

BANKER'S GUARANTEE NO: _____ FOR S\$40,196.00

1. IN CONSIDERATION of the Landlord –

- (a) agreeing to grant a tenancy ("Tenancy") to Bruker Singapore Pte Ltd of 11 Biopolis Way Helios #10-10 Singapore 138667 ("Tenant") the following premises:

Private Lot No.	Unit No.:
A3007415	#09-01/02/03/04 and common area
at 30 Biopolis Street, Matrix, Singapore 138671	

("Premises") for a term ("Term") of 3 years from 1 March 2019 and expiring on 28 February 2022 ("Tenancy Expiry Date"); and

- (b) allowing the Tenant to furnish a banker's guarantee for the whole of the *Security Deposit/Reinstatement Deposit referred to in the Tenancy,

** Delete whichever is inapplicable. One banker's guarantee is required for Security Deposit and a separate banker's guarantee is required for Reinstatement Deposit.*

We, _____ (*Note to Tenant: Insert Bank's name*) ("Guarantor"), irrevocably and unconditionally, agree, as a primary obligation ("guaranteed obligation") and principal debtor, to pay to the Landlord on demand in writing by the Landlord, any sum or sums demanded not exceeding in aggregate the sum "Guaranteed Sum") of Singapore Dollars Forty Thousand One Hundred and Ninety-Six (S\$40,196.00).

2. Payment of the Guaranteed Sum will be made by the Guarantor to the Landlord:
- upon the Guarantor receiving a written demand from the Landlord;
 - whether or not the Guarantor gives prior notice of the payment to the Tenant;
 - despite any notice given to the Guarantor by the Tenant not to pay to the Landlord any sums payable under this Guarantee; and
 - irrespective of the performance or non-performance by the Tenant or the Landlord of the Tenancy or any obligation under or in connection with the Tenancy in any respect.
3. The Guarantor's liability under this Guarantee is not affected or discharged in any way by:
- any variation of the Tenancy;
 - any extension of time or other forbearance given by the Landlord to the Tenant;
 - the insolvency, bankruptcy, winding up or judicial management (as the case may be) of the Tenant; or
 - any other circumstance, act or omission which (except for this provision) may operate to exonerate the Guarantor from that liability or affect that liability at law or in equity.
4. It is expressly acknowledged and declared that partial and multiple drawings on this Guarantee are permitted.

5. This Guarantee is a continuing security and remains in force until the earliest of the following events:
 - (a) this Guarantee is returned to the Guarantor;
 - (b) notification in writing has been received by the Guarantor from the Landlord that this Guarantee is no longer required;
 - (c) payment is made under paragraph 2 above to the Landlord by the Guarantor of the whole of the Guaranteed Sum; or
 - (d) the expiry of this Guarantee on 31 May 2022 ("**Guarantee Expiry Date**").
6. The Guarantor will not inquire into the reasons, circumstances or authenticity of the grounds for the Landlord's demand.
7. This Guarantee is governed by and will be interpreted in accordance with the laws of Singapore.
8. Any claim under this Guarantee must be made in writing before the Guarantee Expiry Date and must be delivered personally or sent by prepaid registered post to the Guarantor's Singapore address at _____
(Note to Tenant: Insert Bank's Singapore address for service of written claim by the Landlord).
9. The Landlord may assign its rights and benefits hereunder to any person to whom it may assign its rights and benefits under the Tenancy. The Landlord shall give to the Guarantor a notice of such assignment.
10. A person who is not the Guarantor or the Landlord has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Guarantee. The word "person" includes a body corporate.

Yours faithfully
 For (Bank issuing the Banker's Guarantee)

 Date
 Designation

 Name of Authorised Signator(ies):

1 Loading / Foundation

- 1.1 You must not exceed the maximum loading capacity of the goods lifts in the Building. You are responsible for all loss and damage to the goods lift if caused, directly or indirectly, by you or any of Your Authorised Person.
- 1.2 You must, after obtaining our prior written consent, provide suitable foundation for all machinery, equipment and installation at the Premises.

2 Additional Conditions

2.1 Additional services and charges

You must pay air-conditioning charges at the rate of **S\$0.017** per square metre per hour on the Area for any air-conditioning provided at the Premises beyond the hours of 7.00 am to 7.00 pm on Mondays to Fridays, and (as the case may be) beyond the hours of 7.00 am to 1.00 pm on Saturdays, to be paid (without demand or deduction) within 7 days from the date of each billing from us. We are entitled, at any time and from time to time, to increase such rate.

2.2 Decontamination

- (a) At the end of the Term, by expiry or otherwise, you must ensure that the Premises is free from any level of pollutants or contaminants (whether they are biohazardous, chemical hazards, radioactive or otherwise). In this respect, you must carry out all necessary works to dispose, such pollutants or contaminants, if any, and decontaminate, disinfect, sanitise or sterilize the Premises, including all walls, floor, windows, installations, structures and our fixtures and fittings, to the original physical state and condition and to the satisfaction of the Authorities.
- (b) In the event that the disposal, decontamination, disinfection, sanitation or sterilization works ("**Decontamination Works**") by you or Your Authorised Person continue after the end of the Term, you are deemed to be holding over and Clause 7.3 of the Standard Terms shall apply.
- (c) If you fail to comply with this clause, we may execute all or any part of the Decontamination Works and recover its costs from you.

2.3 Water and Electricity

- (a) You must –
- (a1) carry out all plumbing required for additional water supply, including the installation of water meter at the Premises; and
- (a2) fit in all electrical and water system installations or connections not provided by us, and obtain our, and the relevant Authorities', approval before commencing any of the aforesaid works.
- (b) If you require a higher electrical design load, to first apply to us, the relevant Authorities and (as the case may be) SP Services Ltd / Power Grid Ltd for approval, and bear all costs in connection with such application and the supply of the higher load.

2.4 District Cooling System

- (a) You must allow the District Cooling System ("**DCS**") service provider, its agents, contractors and sub-contractors and their workmen the right to enter and work on the Premises free of charge for the purpose of connecting, installing, inspecting, maintaining and refurbishing any chilled water pipes, pumps, valves, valve chambers, heat exchanger, pumps, meeting station, control system and other fittings in relation to DCS, where applicable.
- (b) You must not move, disconnect, tamper with or in any way cause damage to any of the DCS equipment or fittings.

2.5 Service Provider

- 
- (a) We are not liable to you or Your Authorised Person, or any other party for any Loss relating to:
 - (a1) any products, services or information supplied or provided by any service provider or its employees, agents, servants or independent contractors (collectively "**Service Provider**");
 - (a2) any act or omission, negligence, wilful default, misconduct or fraud of the Service Provider; and
 - (a3) any interruption, error, failure or delay in the services provided by the Service Provider.
 - (b) Without affecting the intent of sub-clause (a)(a1) above, we make no representation or warranty, whether express or implied, as to the accuracy, timeliness, completeness, efficiency, suitability, merchantability, fitness for any particular purpose, satisfactory quality or compliance with description of any products, services or information provided by any Service Provider.
 - (c) Under no circumstance shall it be construed that we endorse, sponsor, certify or are involved in the provision of such services, products or information and we are not liable in any way for any products obtained and/or purchased from or services rendered by any such Service Provider. You must at all times rely on your own judgement and conduct your own investigations on and assessment of the Service Provider before making any decision to appoint or engage the Service Provider. You hereby warrant that no reliance has been placed by you on any statement or representation by us, in making the decision to appoint or engage the Service Provider.

3 Option to Renew

If –

- (a) at least 3 months (and not more than 6 months) before the expiry of the Term, we receive your written request for a further term of tenancy for the whole (and not part) of the Premises for the duration of 3 years ("**Further Tenancy Period**"); and
- (b) at the time of your aforesaid request and at the expiry of the Term, there is no breach of Your Obligations,

we may grant you a tenancy for the whole of the Premises for the **Further Tenancy Period** on the following conditions:

- (c) the **Further Tenancy Period** shall commence immediately after the expiry of the Term;
- (d) the rent shall be at a revised rate to be determined by us, having regard to the market rent of the Premises at the time of granting the tenancy for the **Further Tenancy Period**. Our determination of the rent shall be final and conclusive; and
- (e) the tenancy for the **Further Tenancy Period** shall be on the same terms and conditions as this Tenancy except for the duration, rent, service charge, usage charge (if any), additional services and charges (if any) and security deposit, and there is no provision for renewal of tenancy.

Standard Terms and Conditions

1 Definitions and Interpretation

1.1 In the Tenancy, the words and phrases below have the following meanings, unless the context requires otherwise:

"Authorities" - All relevant government and statutory authorities;

"Building" - The building (including all common areas, other premises and our fixtures and fittings) in which the Premises are located, and includes any part thereof;

"Car-Park" - All parking lots, roads, ramps and loading bays within the Estate, including any electronic or other parking systems;

"Estate" - The estate in which the Building is located, (including the Car-Park, all structures and all Utility Facilities whether located above or below ground) and any part of it;

"Event of Insolvency" - Includes your inability to pay debts, the presentation of a bankruptcy application against you, your entry into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation with our prior consent), the making of a proposal by you to creditors for composition in satisfaction of debts or a scheme of arrangement, or the appointment of a receiver, trustee or liquidator in respect of your property;

"Law" - All laws, statutes, legislation, by-laws, rules, orders, regulations, directions, orders, notices and requirements of the Authorities currently in force or which may be in force in future;

"Loss" - All actions, claims, summonses, judgements, orders, charges, demands, losses, damages, injuries, death, liabilities, penalties, proceedings, costs, expenses and inconvenience, of any kind and howsoever caused. For clarity, "Loss" includes loss of rent and service charge during the period required by us to carry out and complete the works to make good your default, including your default in reinstating the Premises to the standard required under the Tenancy;

"Maximum Electricity Load" - The maximum electricity load permitted by the Authorities or us;

"Offer" - our offer for Tenancy of the Premises, which includes these Standard Terms and the Special Terms;

"Our Authorised Person" - Each of our employees and authorised representatives;

"Premises" - As defined in the Tenancy, and includes any part of it. If there is more than one unit comprised in the "Premises", then the term "Premises" refers to each of the units comprised in the Building, including any part of each such unit. "Premises" also includes all our fixtures and fittings therein;

"Refurbishment Works" - As defined in Clause 3.2(d) of these Standard Terms;

"Security Deposit" - As defined in the Tenancy. If there are 2 or more Security Deposit amounts stated in the Offer, the term "Security Deposit" shall refer to the total of such amounts;

"Security Deposit Amount" - As defined in Clause 4.3(f) of these Standard Terms;

"Service Charge" - As defined in the Tenancy, and includes the Service Charge as revised by us;

"Special Terms" - The Special Terms and Conditions attached to the Offer;

"Standard Terms" - These Standard Terms and Conditions;

"Take-Over Item" - As defined in Clause 4.10 of these Standard Terms;

"Tenancy" - Our Offer and your acceptance. For clarity, at the end of the Tenancy, the Term also ends and vice versa;

"Usage Charge" - As defined in the Tenancy, and includes all charges for additional services and facilities referred to in Clause 4.5(a) of these Standard Terms and Usage Charges as revised by us;

"Utility Facilities" - The term includes sewers, drains, pipes, channels, wires, cables, ducts and other conduits above and below ground level, and the term "fittings" includes Utility Facilities;

“We”, “our” or “us”- Jurong Town Corporation (also known as "JTC Corporation") incorporated under the Jurong Town Corporation Act (Cap. 150), its successors-in-title, and assigns;

“Works” – works as stipulated by us in the Offer;

“You” or “your”- The person to whom the Offer is issued, and includes his personal representatives, successors-in-title, and permitted assigns (if any);

“Your Authorised Person”- Each of your employees, agents, independent contractors, occupiers, visitors and all others under your control;

“Your Interbank GIRO Arrangement” - Your interbank GIRO arrangement for payment of the Rent, Service Charge, Usage Charge and/or other sums due under the Tenancy;

“Your Items”- Each of your machinery, fixtures, fittings, structures, installations, chattels, things and goods under your control including each Take-Over Item; and

“Your Obligations”- The terms, conditions, obligations and undertakings to be complied with by you under the Tenancy, including all conditions imposed by us in any consent or approval.

- 1.2 Other capitalized terms are defined in these Standard Terms, the Special Terms or the Offer.
- 1.3 Words importing the singular include the plural and vice versa. Words importing the masculine, feminine or neuter genders are used interchangeably. Words denoting natural persons include corporations and firms and vice versa. Headings are for ease of reference only.
- 1.4 When our consent or approval is required, the consent or approval may or may not be given. If it is given, it must be in writing and on such terms and conditions as may be imposed by us, including payment of monies, and the restrictions in Section 17 of the Conveyancing and Law of Property Act (Cap. 61) will not apply.
- 1.5 Reference to a specific statute includes all its rules and regulations and all changes made to it from time to time.
- 1.6 Reference to “include” or “including” is to be construed as “include (without limitation)” or “including (without limitation)”.
- 1.7 All Your Obligations are binding on all of you jointly and severally. You must comply with all Your Obligations at your own cost and expense, and to our satisfaction. If you are required to comply with any provision of the Tenancy, then you must ensure and procure that Your Authorised Person complies with such provision.
- 1.8 No exercise of any one right or remedy under the Tenancy, at Law or in equity, (unless otherwise provided in the Tenancy, at Law or in equity) will prevent the exercise of any other right or remedy. When we exercise our rights to enter or inspect the Premises, we and Our Authorised Person are entitled to bring workmen and equipment onto the Premises.
- 1.9 If there is any inconsistency between the Offer, Special Terms and these Standard Terms, the Offer takes precedence over the Special Terms and Standard Terms, and the Special Terms take precedence over these Standard Terms.

2 Our Obligations

- 2.1 If you comply with all Your Obligations, you may have quiet enjoyment of the Premises during the Term without any interruption from us, except as provided in the Tenancy.

3 **Easements and Reservations**

3.1 During the Tenancy, you are entitled to the following if you comply with all Your Obligations:

- (a) right to use the common corridors, toilets, stairs and lifts in the Estate in common with all persons authorised by us; and
- (b) right to use the Utility Facilities located within the Estate for running of water, electricity, gas and telecommunications facilities to and from the Premises.

3.2 We and persons authorised by us also enjoy the rights listed in Clause 3.1 and the following:

- (a) right to use the Utility Facilities located within the Premises for running of water, electricity, gas and telecommunication and to lay, install, make connections with, maintain, repair, renew, restore, alter or remove them for the purpose of or in connection with these rights;
- (b) all other easements and ancillary rights as set out or implied in the Land Titles Act (Cap. 157);
- (c) right of support and protection for the benefit of all other parts of the Building; and
- (d) right to redevelop, refurbish, alter, repair, maintain or in any way deal with, use or let the Building or the Estate, as we require, even if your right of access to light or air to the Premises or any other easements, may be affected, whether temporarily or otherwise ("**Refurbishment Works**").

4 **Your Obligations**

Condition of Premises

4.1 You agree to accept the Premises on an "as is" basis, including all defects (latent, inherent or otherwise), and be deemed to have full notice and knowledge of the state and condition of the Premises.

Payments

- 4.2 (a) You agree to pay to us, the Rent, Service Charge, Usage Charge, Goods and Services Tax ("**GST**") at the prevailing rate, and all other sums due, in full and without any demand or deduction.
- (b) We are entitled by notice, at any time, to revise the Service Charge, Usage Charge and other charges (if any). Such revisions will apply to you with effect from the date stated in the notice. If the Service Charge is increased, you will immediately top-up the Security Deposit held by us, such that the Security Deposit is maintained at the Security Deposit Amount throughout the Term.
- 4.3 (a) You agree to pay to us, a Security Deposit for the Security Deposit Amount, and maintain it at the Security Deposit Amount throughout the Term, as security for the performance of Your Obligations, and against any damage caused to any of our property by you or Your Authorised Person.
- (b) We are entitled (but not obliged) to deduct from the Security Deposit for payment of unpaid sums or making good any Loss sustained by us in relation to any breach of any of Your Obligations. If the Security Deposit is insufficient, we are entitled to claim the difference from you.
- (c) You agree to pay to us on demand, a sum equal to the amount deducted by us under sub-Clause (b) above, such that the Security Deposit is maintained at the Security Deposit Amount throughout the Term.
- (d) The Security Deposit (less deductions authorised under the Tenancy or Law) will be refunded to you (without interest) after the end of the Term.

- (e) If, at any time, Your Interbank GIRO Arrangement is not effected, or is discontinued, for whatever reason, then you must pay to us, by such time stipulated by us, an additional sum so that the total Security Deposit paid to us is equivalent to the 3-Month Security Deposit Amount for the remaining period of the Term.
 - (f) In the Tenancy, the term “**Security Deposit Amount**” refers to an amount equivalent to –
 - (f1) if Your Interbank GIRO Arrangement is in effect, the total of 1 month's Rent (based on the Rent payable in the last year of the Tenancy), 1 month's Service Charge, and 1 month's Air-conditioning Charge (if any); or
 - (f2) if Your Interbank GIRO Arrangement is not effected or is discontinued, for whatever reason, the total of 3 months' Rent (based on the Rent payable in the last year of the Tenancy), 3 months' Service Charge, and 3 months' Air-conditioning Charge (if any), (“**3-Month Security Deposit Amount**”).
- 4.4 (a) You agree to pay to us a Reinstatement Deposit in accordance with the Offer.
- (b) We are entitled (but not obliged) to utilise and deduct the Reinstatement Deposit (or part thereof) for payment of such sums deemed necessary by us to reinstate the Premises in accordance with Your Obligations on reinstatement. If the Reinstatement Deposit is insufficient, we are entitled to claim the difference from you (including making a deduction from the Security Deposit).
- (c) The Reinstatement Deposit (less authorised deductions under the Tenancy or Law) will be returned to you (without interest) after the end of the Term.
- 4.5 You agree to pay to us the following:
- (a) charges for all additional services and facilities provided by us including air-conditioning at the Premises outside the hours, or exceeding the number of hours stipulated by us, emergency power supply and connection charges and additional power supply in excess of the stipulated usage;
 - (b) interest at the rate of 8.5% per annum, or such other rate determined by us, for all unpaid sums from the due date until payment in full is received by us;
 - (c) if you withdraw from the Tenancy before the Commencement Date, a sum equal to the prevailing market rent payable from the Possession Date up to the date the obligations under Clause 7 are satisfied, without affecting our rights and remedies under the Tenancy or at Law;
 - (d) if the Tenancy is for 3 years or less, any increase in property tax imposed by the Authorities due to any increase in the annual value or the applicable rate of property tax, in the proportion attributable to the Premises as determined by us; and
 - (e) legal fees, stamp duty and disbursements incurred in preparation of the Tenancy documents, and the legal fees relating to enforcement of Your Obligations on a full indemnity basis.
- 4.6 Where the Term is for more than 3 years, you will pay to the Authorities the property tax imposed by the Authorities in respect of the Premises.

Maintenance and Occupation

- 4.7 You agree to:
- (a) maintain and keep the Premises, and all items serving the Premises as stipulated by us from time to time, in good and tenable repair and condition (fair wear and tear excepted);
 - (b) remove all such items, and cease all such activities, which may pose a danger, cause obstruction or other disturbances, or to enable us to exercise our rights under the Tenancy, as required by us;
 - (c) contain and dispose of all waste, including pollutants and contaminants in accordance with our requirements.

4.8 You agree not to:

- (a) sublet, grant a licence, encumber or otherwise part with or share possession or occupation of the Premises or any part of it, or transfer, assign, charge, create a trust or agency over the Tenancy;
- (b) do anything within the Premises or the Estate which in our view may be or may become a nuisance, annoyance or cause damage or inconvenience to the business or quiet enjoyment of any neighbouring premises;
- (c) exceed the Maximum Floor Loading and ensure that the permitted load is evenly distributed;
- (d) do anything which affects the structure or safety of the Building or which may delay or prevent the issuance of the Certificate of Statutory Completion;
- (e) exceed the Maximum Electricity Load or interfere in any manner with the existing electrical design load, wirings, apparatus, fixtures or fittings in the Premises, Building or Estate;
- (f) install or use any item that may cause heavy power surge, high frequency voltage or current, noise, vibration or any electrical or mechanical interference or disturbance which may disrupt any communication, electronic or similar system or any operations within the Estate;
- (g) use the Car-Park (if any) within the Premises to store goods, equipment or containers;
- (h) place anything beyond the boundaries of the Premises, or obstruct any common areas of the Building or Estate;
- (i) keep any animal at the Premises;
- (j) tap or use any utilities from any source/supply that is not arranged and paid by you;
- (k) permit any person to sleep or reside in the Premises, temporarily or otherwise;
- (l) use the name of the Building or the Estate, as part of your trade or business name;
- (m) use or occupy the Premises for any purpose other than for the Authorised Use;
- (n) use the Premises for any illegal or immoral purpose;
- (o) without our prior consent –
 - (o1) carry out any additions or alterations works of whatever nature, or remove or install any fixtures or fittings at the Premises, including the internal partitioning, the external appearance of the Premises, doors, windows, grilles and walls;
 - (o2) display any sign on the exterior of the Premises except for your name in such place and manner approved by us;
 - (o3) bring into the Premises, Building or Estate, any bio-hazardous, corrosive, radioactive, flammable or other dangerous items;
 - (o4) make any application for conversion under Part IV of the Limited Liability Partnerships Act (Cap. 163A);
 - (o5) do any act (including pass resolutions) which may result in the issue of a notice of amalgamation under Part VII of the Companies Act (Cap. 50) which may cause the Premises, or Tenancy, to be transferred to or vested in any amalgamated entity; and
 - (o6) effect any change in the shareholding, constitution or membership of your company, sole-proprietorship or partnership. Consent may be granted subject to terms and conditions at our discretion. Where such change is needed pursuant to an order of court, you need only give us notice (with supporting documents) within 1 month of the change.

4.9 You agree to immediately inform us if there is any damage to the Premises, Building or Estate caused (directly or indirectly) by you or Your Authorised Person, and to restore the damage to our satisfaction, within the time stipulated by us.

- 4.10 If you took over the fixtures, fittings, additions and alterations installed by another person (each a **“Take-Over Item”**), you must comply with our requirements and obtain the Authorities’ approvals for each Take-Over Item. If the Authorities’ approval is not obtained for such Take-Over Item, you must remove the Take-Over Item, by the time stipulated by us.
- 4.11 You agree to:
- (a) insure all Your Items (including all Take-Over Items) and (at your discretion) take such other insurance (including public liability insurance) against all Loss;
 - (b) not do anything that will affect any insurance effected in respect of the Premises, Building or Estate, or cause such insurance to become void or voidable; and
 - (c) produce to us on demand the insurance policy and receipts of premium payment.
- 4.12 (a) If the Premises are damaged/destroyed by fire, act of God or other cause beyond both parties’ control so as to render the Premises unfit for occupation or use, the Rent, Service Charge and Usage Charge or a fair and just proportion thereof shall be suspended until the Premises are rendered fit for occupation and use.
- (b) If the Premises continue to be unfit for occupation or use for more than 90 days after the first day of damage/destruction, then either party may, after the 90-day period, give to the other party a written notice to terminate the Tenancy within 1 month from the date of such notice, without affecting any accrued rights or remedies of either party.
- (c) For clarity, this Clause does not apply to you if the damage/destruction is caused, directly or indirectly, by you or Your Authorised Person.

5 Compliance with Law and Regulations

- 5.1 You agree to comply with:
- (a) the Law relating to Your Obligations and anything done at the Premises or the Estate;
 - (b) all requirements of the Authorities (including fire safety, exit lighting, exit sign, emergency lightings and ancillary use of floor space i.e. URA’s “60/40 Rule”). Some of these requirements are in the Schedule of Statutory Controls made available to you concurrently with the Offer; and
 - (c) all our parking and other rules and regulations, made and amended from time to time, relating to the Building and the Estate.

6 Access to Premises

- 6.1 You agree to permit us and Our Authorised Person to enter the Premises at reasonable times (and at any time during emergencies) to:
- (a) inspect the state of the Premises and the Building, and take inventory of Your Items;
 - (b) carry out Refurbishment Works, maintenance, repairs or other works to or in connection with the Premises or Building, as we consider fit;
 - (c) verify compliance with Your Obligations; and
 - (d) exercise any other rights granted to us under the Tenancy.
- 6.2 You agree to permit our prospective tenants to enter and view the Premises, by prior appointment and at reasonable times, during the last 6 months of the Tenancy.

7 Expiry of Term and Reinstatement

- 7.1 At the end of the Term, by expiry or otherwise (including withdrawal from the Tenancy (under Clause 4.5(c) of these Standard Terms) and termination (under Clause 4.12 of these Standard Terms)), you agree to:

- (a) deliver up the Premises to us in good and tenantable repair and condition;
 - (b) unless otherwise required by us in writing, to remove all fixtures, fittings, additions and alterations installed by you, each Take-Over Item, make good all damage due to such removal, and reinstate the Premises to our requirements, (including completing the Works (if any) stipulated in the Offer); and
 - (c) if so required by us, to carry out decontamination works, and to paint the Premises.
- 7.2
- (a) If you leave behind any item or any rubbish or discarded articles, and do not remove them within 14 days after our written request, we may sell, deal with or dispose the item as we think fit.
 - (b) It is deemed that the item belongs to you absolutely, and you must indemnify us against all claims made by a third party whose item has been sold or disposed of by us in good faith (which is presumed unless the contrary is proven).
 - (c) The proceeds will be used to offset all Loss incurred by us (including loss of rent and service charge) for the period during which the item is not removed from the Premises. Any balance proceeds will be returned to you upon our receipt of your written request.
- 7.3
- (a) If you fail to deliver vacant possession of the Premises at the end of the Term, you will be deemed to be holding over.
 - (b) Without affecting any of our rights or remedies, you must then pay to us, for the period of holding over, double the amount of Rent or double the prevailing market rent (whichever is higher), Service Charge and Usage Charge. There will be no renewal of the Tenancy by operation of law or pursuant to the provisions of the Tenancy.
 - (c) During the holding over period, all other terms of the Tenancy remain in effect.
 - (d) This Clause will not be construed as our consent for you to hold over for whatever reason.

8 **Breaches and Re-entry**

- 8.1
- (a) In the event of a breach of any of Your Obligations, you must immediately make good your default at your own cost and expense.
 - (b) If you fail to do so, without affecting any of our other rights or remedies, we are entitled (but not obliged) to carry out any works we consider necessary to make good your default.
 - (c) You must pay to us, on demand, the cost of such works.

The enforcement of our rights under this Clause will not affect or diminish our rights elsewhere in the Tenancy.

- 8.2 We are entitled to re-enter the Premises (or any part of the Premises in the name of the whole) at any time (even if we had previously waived a right of re-entry) and to repossess the Premises, and the Tenancy will immediately determine, if:
- (a) the Rent, Service Charge, Usage Charge, or any other sum payable under the Tenancy remains unpaid in full or in part for 14 days after the due date (whether formally demanded or not);
 - (b) you are in breach of any other of Your Obligations and if such breach is capable of remedy, you have failed to remedy the breach within the period stipulated by us;
 - (c) any distress or execution is levied on Your Items at the Premises; or
 - (d) an Event of Insolvency occurs.
- 8.3 Re-entry under Clause 8.2 does not affect our rights or remedies in respect of any prior breach of Your Obligations (including the breach in respect of which the re-entry is made).
- 8.4 The following does not prejudice nor waive our rights or remedies in respect of any breach of Your Obligations:
- (a) any indulgence or extension of time granted by us or any forbearance of any breach of Your Obligations;
 - (b) any consent or approval given by us;

- (c) any failure or omission by us to exercise any of our rights under the Tenancy or the Law;
- (d) any receipt or acceptance by us of any payment or part payment of Rent, Service Charge, Usage Charge or other sums payable under the Tenancy; or
- (e) any waiver, express or implied, by us of any other breach of the same or any other obligation.

8.5 This Clause shall not oblige us to enforce or impose any provision against you or any other person occupying any premises in the Estate.

9 **Indemnity and Exclusions**

9.1 You are required to indemnify us from all Loss (excluding wilful misconduct and gross negligence by us or Our Authorised Person) which we may suffer or incur in relation to any of the following:

- (a) the use of the Premises or any other area of the Estate, by you or Your Authorised Person;
- (b) any occurrence within the Premises; and
- (c) any default of any of Your Obligations.

9.2 We are not liable for:

- (a) any act, omission, default (excluding wilful misconduct and gross negligence) by us or Our Authorised Person relating to the performance of any service provided by us, or the exercise of any of our rights;
- (b) any Loss that may be suffered by you or Your Authorised Person relating to –
 - (b1) any interruption (for whatever cause) in the services provided by us;
 - (b2) any event beyond our control (including acts of terrorism);
 - (b3) any exercise of any of our rights;
 - (b4) any subsidence or cracking of the apron/ground/production floor slabs of the Premises, or any other areas of the Estate;
 - (b5) any defect, latent or inherent or otherwise, in the Premises or the Estate;
 - (b6) any occurrence within the Premises or the Estate;
 - (b7) use of the Car-Park; and
- (c) any loss of quiet enjoyment of the Premises in relation to any of the events mentioned in this Clause.

10 **Other Conditions**

- 10.1 (a) We are entitled to assign or novate all our rights and interest and transfer our obligations under the Tenancy (including transfer of the Security Deposit and Reinstatement Deposit (if any)) to another person ("**In-coming Landlord**").
- (b) If we do so, you are deemed to have consented to such assignment or novation and shall accept the In-coming Landlord as your new landlord and release us from all our obligations under the Tenancy, including our obligation to refund the Security Deposit, the Reinstatement Deposit (if any) and all other sums pursuant to the Tenancy.
- (c) You must execute such document as required by us relating to the assignment or novation.
- 10.2 (a) You must perform and observe the express and implied obligations imposed on us in the State Lease entered, or to be entered, into between us and the President of the Republic of Singapore in respect of the Estate ("**Head Lease**"), unless varied by the provisions of the Tenancy.

- (b) If the Building or Estate is acquired by the State/Government, or the Head Lease is terminated, for whatever reason, the Tenancy shall also terminate immediately, and neither party will have any claim against the other, except that any accrued rights or remedies will remain enforceable.
- 10.3 If there is a public emergency, we are entitled to deny/restrict access to the Premises and the Estate for so long as we deem necessary.
- 10.4 Any written notice is sufficiently served on you by leaving it at your registered business address, even if it is returned undelivered. Any written notice to us is sufficiently served by leaving it at our registered address and duly acknowledged by Our Authorised Person.
- 10.5 For purpose of the Distress Act (Cap. 84), all unpaid Service Charge, Usage Charge, interest, GST and all other sums will be deemed to be rent in arrears and recoverable in the manner provided in the said Act.
- 10.6 A person who is not a party to the Tenancy has no right under the Contract (Rights of Third Parties) Act (Cap. 53B) to enforce any of the provisions of the Tenancy.
- 10.7 If any provision of the Tenancy, at any time, is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions of the Tenancy (insofar as they are severable from such illegal, invalid or unenforceable provisions) will in no way be affected or impaired.
- 10.8 The Tenancy constitutes the entire agreement between the parties and no variation of the Tenancy will be enforceable unless agreed in writing between us.
- 10.9 We, and you, agree to consider mediation at the Singapore Mediation Centre ("**SMC**") as one of the dispute resolution options for any dispute under the Tenancy. For clarity, there is no default by either party if the dispute is not referred for mediation at SMC before the start of court proceedings.
- 10.10 The Tenancy is governed by Singapore laws. You irrevocably submit to the exclusive jurisdiction of the Singapore courts.

E-STATEMENT FOR ALL NEW JTC CONTRACTS

1. Your Statement of Accounts will be available online via JTC's Customer Service Portal (CSP) as an e-Statement. Please refer to this weblink on steps to sign up and log into CSP: <http://www.jtc.gov.sg/customer-services/Pages/how-to-sign-up.aspx#pageheader>.
2. With e-Statements, you will be able to view your Statement of Accounts anytime, anywhere from your home or office via CSP.
3. You can choose to monitor and download your Statements up to the last 15 months.
4. Your e-Statement will be safe from unauthorised access as only nominated persons in your company can access your CSP account.
5. The e-Statement will be generated monthly (or fortnightly) for your viewing. Please note that you would need to log in to the CSP to view the full details of your e-Statement.
6. If you have any query, please feel free to contact the service officer for your account.

BIOPOLIS @ one-north

TENANTS' GUIDE BOOK



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1.0 OPENING NOTE

Thank you for choosing JTC Corporation as a partner in your business. Your satisfaction is our top priority and we constantly seek to upgrade and add value to our services so as to better serve and meet your needs. This is to ensure that your occupancy continues to be a pleasant, safe and stress-free experience in Biopolis.

We pride ourselves on establishing and maintaining a professional relationship with our tenants and value your comments on how we can improve our services. We look forward to a pleasant partnership with you and wish you many years of happy occupancy with us!

Biopolis Phase 1 comprises of a cluster of seven buildings. It incorporates facilities specially tailored for Biomedical Sciences companies, including laboratory spaces designed for the R&D companies, prime offices, incubators to nurture start-up companies, biological resources, laboratory support services and lifestyle support amenities.

2.0 MISSION & VISION

This guidebook is supplemental to the signed agreement or lease in respect of the premises and should be read in conjunction with the said agreement. This document is issued by JTC Corporation, the Landlord, and contains regulations, information and guidance on the operation and day-to-day running of the Industrial Estate.

We hope that the information contained in this handbook will help you better respond to situations that may affect arrangements with JTC, your neighbours and the relevant government agencies.

3.0 HOUSE RULES

As a landlord, JTC encourages good community practices within the estate for the benefit of all tenants. These practices will enhance good relations between all neighbours. The following are some examples of good community practices that we would like to share with you.

- Kindly refrain from using the passenger lifts for transporting of goods or other purposes as any misuse of such communal facilities may cause inconvenience and unnecessary time wastage for other users. It is also encouraged that tenants use the stairs when commuting between single floors, this would not only have benefits in health but save energy costs.
- Smoking in the building is strictly prohibited by law (both air-conditioned and non-air-conditioned premises). Please smoke in the designated smoking areas.
- Do refrain from drawing or diverting any gas, electricity, water or other utilities unless these are supplied through separate meters installed by you, for your account.
- Please do not cause obstruction by placing your goods or any other objects in the car-park and on the roads leading to the buildings. This allows smooth traffic flow and ensures safety of users within the estate.

- To avoid inconveniences and congestions, please park your vehicles within designated parking spaces within the building. Please comply with all notices, rules and regulations relating to the use of the car-park including the parking/placing of containers, vehicles and trailers. Indiscriminately parked vehicles will be wheel clamped with applicable release fees.
- The use of forklift is not permitted unless prior consent is obtained from JTC. The forklift shall only be operated by licensed personnel at the loading bay area and not anywhere else within the building. It is dedicated for use in an orderly manner for the purpose of loading/unloading goods and shall not be placed at common passageways when not in use.
- Fire alarms and extinguishing equipment shall not be used for purposes other than fire-fighting. Any misuse of such equipment could prove fatal in real emergency cases.
- As part of JTC's efficiency drive, all utilities services usage of both common areas as well as tenanted areas will be monitored by JTC's building management system.
- No animals or livestock are permitted to be kept on the premises.
- Tenants are to take necessary precaution to prevent condensation which will damage to the property or disrupt the operations of other companies.
- Tenants are to ensure that noise and dust are keep to a minimum or within permissible authority limits during renovation and operation. Please refer to NEA's Code of Practice for regulations governing noise and dust pollution control.
- Tenants who wish to make use of the loading and unloading bays and/or are expecting a delivery through the loading bays are to inform JTC or their FMC at least 3 hours prior to use (See Annex F). After office hours (1900-0700hrs), tenants or their representatives must be physically present for the use of loading/unloading bays to ensure that goods are properly delivered to the intended tenants.

4.0 FIRE SAFETY RULES AND WORKPLACE SAFETY & HEALTH ACT

4.1 Fire Safety Rules

Fire safety is important and JTC would like to seek all tenants' cooperation in making the building a safer place to work in. Protection and prevention is the best defense against the high cost of fire damage as well as its disruptive effects on the businesses. Please take note of the following statutory guidelines to safeguard your premises and ensure that your operations are fire-safe:

- Equip your premises with appropriate fire-fighting equipment. In addition, ensure that all fire alarms and extinguishing systems, air-conditioning systems, ventilation systems, exit lighting, signs, emergency lighting, and other electrical wiring equipment and installations are serviced and maintained regularly, and kept in good working condition.
- If your existing fire alarm and extinguishing system in the premises are unsuitable or inadequate for your activities, please carry out the necessary modification works with the prior consent of JTC/FMC. This is also applicable if your existing system does not comply with the requirements of the relevant authorities due to modifications to the premises (e.g. installation of false ceilings).

Under the Fire Safety Act enforced by the FSSD, all emergency exits shall be kept unlocked at all times. It is a requirement to install exit lightings and signs at exit passageways and exits of the premises. The installation shall be in accordance with the stipulations specified by FSSD.

- For premises with additional false ceilings, operators are advised to:
 - (i) Lower the heat/smoke detectors or install an additional layer of heat/smoke detectors below the false ceiling.
 - (ii) Install an additional layer of sprinklers by connecting to the tee-off provided at the main distribution pipe.
- In accordance with the Fire Safety Act enforced by the FSSD, tenants/lessees are requested to refrain from doing anything which may cause obstruction to the accesses, stairways, passageways, pipes, drains and other common areas of the building.
- As portable petroleum or gas cylinders are highly flammable, they shall not be stored in the building which may endanger lives and/or damage the property/premises. If you have to use or store them in your premises, please ensure that you comply with the Fire Safety Act.

Please refer to SCDF's website (<http://www.scdf.gov.sg>) for more information regarding Fire Safety Rules.

4.2 Workplace Safety & Health Act (WSH)

The Workplace Safety and Health Act is an essential part of the new framework to cultivate good safety habits in all individuals so as to engender a strong safety culture in our workplace. It requires stakeholders to take reasonably practicable measures to ensure the safety and health of workers and other people that are affected by the work being carried out. Please refer to MOM's website (<http://www.mom.gov.sg>) for more information regarding Fire Safety Rules.

5.0 FITTING-OUT / RENOVATION WORKS GUIDELINES

This section covers renovation guide, application for commencement of works, protection/ cleaning of common property etc.

Please refer to NEA guidelines on noise allowance/ guidelines during periods of renovation.

Fitting-out works are permitted during office hours (Monday to Friday 8.30am to 5.00pm), subject to no complaints from other users/ tenants in the vicinity and JTC/FMC's approval. Any noisy/ disruptive renovation works are to be carried out after office hours upon obtaining approval from JTC/FMC. No fitting-out/ tenancy works are allowed to be carried out on Saturdays, Sundays and Public Holidays unless approved by JTC.

Prior to any fit out or renovation works, JTC/FMC will brief the tenant on the various regulations and guidelines (Refer to Annex A checklist). JTC/FMC will perform inspections during and after any fit out or renovation works.

5.1 Taking-over of Premises and Application for Commencement of Works

Tenants shall endorse on the Acknowledgement Form upon collection of the keys to their unit(s) from/to the FMC.

Tenants are to ensure that the Contractors they have engaged for renovation only work within their units and comply with the terms and conditions of the renovation guide in Annex B. Before any building works can be carried out, Tenants' Contractors shall obtain approval from JTC/FMC by submitting the following forms:

- Renovation forms R1 to R4 (Please refer to Annex B Form R1 to R4)
- Risk assessment form (Please refer to Annex C)
- Permit to work form (Please refer to Annex D Form A1)

This must be accompanied by the submission of the plans for approval by the relevant authorities/JTC. These plans include but not limited to:

- Electrical Drawings (with LEW approval)
- Sprinkler Layout (With FSSD approval)
- Office Furniture & Partition Layout (with FSSD approval)
- Air-Conditioning Layout
- Requirement for E-power supply (drawings approved by LEW)
- Energy Consumption per square meter
- Type of light fittings used
- Applicable drainage fees payable to JTC
- Any other utilities requirements eg. DI Water, Chilled Water etc.
- Works that will affect the external aesthetics of the building and unit

5.2 JTC Plan Submission Process

Tenants are required to prepare and submit floor layout plans of your alteration and addition (A&A) works and fit out plans. These plans must be done in accordance to the terms of your tenancy/lease and the procedures stated in the guide entitled "Submitting Plans for Building and Other Works" (this guide is given to Tenants when they are offered new premises by JTC, <http://www.jtc.gov.sg/customer-services/Pages/supporting-forms.aspx#others>).

All A&A works to Tenants' premises shall be endorsed by JTC. It shall also be approved by the relevant government authorities before Tenants can commence such works. This is necessary regardless of whether the structures are temporary or permanent.

Prior to any fit out or renovation works, JTC/FMC will brief the tenant on the various regulations and guidelines (Refer to Annex A checklist). JTC/FMC will perform inspections during and after any fit out or renovation works.

Tenants shall not drill into or hack the floor structure in the premises without JTC's written consent.

Tenants are not allowed to carry out any installation of air-conditioning system, ventilation system, electrical system, telecommunication equipment, plant, machinery, fixtures, fittings or other installations in the premises prior to plan endorsement by the relevant authorities and JTC. A consultant (such as a professional engineer or registered architect or Qualified Person) would have to be engaged to assist in the certification process.

Tenants are encouraged to engage the building contractor for such works so as not to nullify its warranty; otherwise, the Tenant's contractor shall take over the warranty of the affected alarm panel. Tenants are not allowed to carry out any works that will affect the structure of the building as this may delay or prevent the issuance of the CSC.

Tenants shall ensure that access panels are provided where necessary to enable JTC/FMC to carry out regular maintenance of any JTC controlled services within the tenanted premises. Tenants shall arrange for their Contractors to conduct joint inspection with the FMC before installing the cable run along the common areas to the services risers. Any damages to the floor, wall, door finishes, etc. at the common areas caused during the transport of the materials shall be reinstated by the Tenants at their costs.

5.3 MECHANICAL INSTALLATIONS

5.3.1 Fire Protection System

Tenants are required to install a fire alarm panel for the tenanted premises. This alarm panel will typically be beside the building's alarm panel on the floor. If the Tenant is occupying more than one floor, only one alarm panel is needed to be installed to serve the occupied floors. This alarm panel forms the 1st line response for any emergencies that the Tenant may encounter and shall be monitored by the Tenant's Safety Officer or Fire Warden. This alarm panel will send a signal to the building's main fire alarm panel at the Fire Command Centre of the respective building. The individual floor signals sent to the main alarm panel will form 2nd line response in the event of fire.

Any modifications to the existing fire alarm panel shall be subjected to the approval of JTC/FMC. Tenants are encouraged to engage the building contractor for such works so as not to nullify its warranty; otherwise, the Tenant's contractor shall take over the warranty of the affected alarm panel. Tenants shall make advance arrangement with JTC/FMC to isolate any smoke-detector that is in proximity to the site where dusty hacking or drilling works are carried out.

5.3.2 Sprinkler System

Sprinkler heads in the sprinkler system for the premises are suitable for temperatures not exceeding 68 °C. This is in accordance with FSSD's requirements.

Tenants shall engage Consultants to conduct feasibility study for modification to the 1st layer sprinkler pipes and connection to the existing sprinkler pipes. For differentiation purposes, tenant-installed sprinkler piping shall be painted white (with red wordings), and 1st layer landlord-installed sprinkler piping painted red. The pipes shall be flushed to acceptable standard before connection to the existing tee-off points to avoid contaminants in the sprinkler system. Tenants shall indemnify JTC against all damages, injuries caused during the renovation works.

Payment of water drainage and recharge fee for sprinkler pipe tapping works shall be made to JTC, at JTC Summit; the payment shall be supported with FSSD approved drawings. The sprinkler contractor shall forward a copy of its original payment receipt to the FMC to make arrangement for the draining of the pipe-work at least three (3) working days in advance. The water drainage and recharge fee (excluding GST) shall be as follows:

The sprinkler contractor shall keep at least 1 watch-hour after the completion of water recharge so as to ensure no leakages in the sprinkler pipes. The sprinkler pipe shall be recharged back and normalized by 5pm within the same day, including weekends and public holidays. No drainage and recharge works shall be carried out after office hours.

5.3.3 Public Address System

For Public Address system (PA system), Tenants are to see prior approval and coordination from JTC/FMC before tapping the common areas speakers. There shall not be any tapping where the efficiency and functionality of the PA system will be hindered. If the tenanted areas require additional amplification due to the A&A works or require additional speakers, it shall be at the Tenants' cost.

Tenants must submit QP approved drawing(s) for PA system modifications to JTC for endorsement prior to commencement of works. Where A&A works are carried out, a pre- and post-PA system checks must be carried out with the JTC's term contractor for PA system to ascertain that the PA system is not affected by the A&A works. The cost of pre- and post- PA testing and any reinstatement works, if necessary must be borne by the tenant.

PA speakers are to be maintained at 1.5 Watts per speaker

5.3.4 Submission of Plans for Fire Protection System

Tenants must preside over the engagement of a Registered Electrical Consultant or Professional Engineer to undertake the planning, design, supervision and maintenance of fire alarm/heat detector modifications/alterations of their premises according to the FSSD requirements.

The Electrical Consultant/Professional Engineer shall submit one (1) set of fire alarm drawings to FSSD. The drawings shall indicate the existing fixtures (if any), the proposed modifications of the fire alarm and the layout of the machinery, in accordance with the requirements of FSSD for approval.

If there is alteration of existing automatic fire alarm and sprinkler system installation, alteration plans must be submitted to FSSD for approval on the fire safety aspects. A

Professional Engineer, registered with the Professional Engineers Board of Singapore is required to sign off all air-conditioning, fire alarm and sprinkler system plans.

5.3.5 Plumbing and Sanitary Works

Tenants shall ensure that all floor traps and waste pipes are free of chokes and appropriate insulation is provided to prevent future condensation.

Laboratory Tenants are to ensure that any waste water / chemical discharges from the premises comply with NEA's regulations, guidelines and limits relating to trade effluent discharge into the sewer system. Dilution of waste water / chemical discharges should be carried out where appropriate (as per PUB's guidelines) and shall be at tenant's own cost. All discharges are traceable to the source. Tenants found to be in breach of NEA and PUB's waste water guidelines will be reported to the relevant authorities.

Concentrated chemicals, toxic or otherwise should be separately collect and dispose off from the premises in accordance with NEA's guidelines and regulations.

5.3.6 Telephone Connections/ Internet Services

Please apply directly to the service providers for telephone and internet connections.

5.4 ELECTRICAL INSTALLATIONS

For all installations in Tenant premises, please ensure that the following actions are taken:

- Engage a Registered Electrical Consultant or competent Contractor to submit two (2) sets of electrical single-line diagrams to JTC/FMC.
- Obtain prior written consent from JTC for the installation of electrical switchboard wirings and equipment to your premises, including (a) over-current protective devices in JTC's switch room; and (b) over-current and earth leakage protective devices in the premises by submitting the application forms for electricity supply to premises (Please refer to Annex G – Application of Electricity Supply and CS/3 Form).
- Ensure that your installation does not create electromagnetic/electric interference and heavy power surges, which may affect the use of communications system/neighbouring premises.
- Ensure that your machinery is adequately insulated to minimize noise and vibrations to neighbouring premises.
- Ensure that your installation does not affect the structure or safety of the building.
- Ensure that all lighting power density shall minimally meet standards set in SS530

5.4.1 Electricity Supply and Power Meter

Tenants shall engage a License Electrical Worker (LEW) to apply for kWh meter before tapping on any electricity supply from the electrical distribution board in the Tenant's unit.

5.4.2 Temporary Electricity Supply

Tenants can apply to use temporary electricity supply from power points at common corridors (e.g. for renovation purposes or alterations and additions works).

When doing so, do bear in mind the following:

- (i) Submit an application form to the JTC/FMC, stating the purpose of tapping the temporary electricity supply (Refer to Annex E).
- (ii) Only 13 amperes of electricity supply is available for use.
- (iii) A nominal fees attributed by administrative fees and electricity charges based on prevailing rates apply.
- (iv) For usage above 13 amperes of electricity supply, contractors are required to provide their own temporary power supply e.g. generator for the works. Prior permission for the use of such equipment has to be sought from JTC/FMC.

5.4.3 Emergency Supply (E-Supply)

If JTC's E-Supply is available for tapping and subject to a case by case basis subject to necessary terms and conditions. This E-Supply is chargeable in accordance to usage and the demand amperage. Please refer to Annex G for the application form.

5.4.4 Application for E-Supply Generator

Tenants who wish to have E-Supply for their essential equipment, may apply for installation of a dedicated E-Supply generator. All back-up generators are to be placed at the designated generator rooms allocated. Space provision for E-supply generators will be allocated based on a first come first serve basis and is subjected to availability. Charges for the use utility space applies. Specification and proposed connection of this generator will have to be submitted for JTC/FMC's approval.

5.4.5 Submission of Plans for E-supply

Three (3) copies of the single line drawings endorsed by the Tenant's appointed LEW to be submitted to JTC/FMC before any commencement of work. Tenant's appointed LEW will need seek clearance from PG before turning on the E-supply. Tenant's appointed LEW shall be responsible for the installation and the safety of the system.

5.4.6 Air-Conditioning System

Air-con will be provided for office spaces according to each building's respective office hours. For extension of air-con after office hours, Tenants are required to complete and submit the application form in Annex I to the JTC/FMC for approval.

Tenants shall engage Consultants to carry out a feasibility study for tapping off at the chilled water header located at each tenant's premises or from the rooftop. All such tapping of chilled water is subject to JTC's review and endorsement. There shall not be sharing of the service shaft with JTC chilled water pipes. Tenants shall indemnify JTC against all damages, injuries caused during the renovation works.

The selection of air-conditioning system shall comply with the chilled water supply temperature of $8^{\circ}\text{C} \pm 1^{\circ}\text{C}$ and chilled water return temperature should not exceed 15°C . Air Handling Unit (AHU) shall complete with trend logging of temperature, pressure and flow rate.

Tenants shall only install chilled water air handling unit or fan coil unit at the premises, split unit air-conditioning system are not permitted to be installed in the building unless prior approval from JTC have been obtained. All chilled water supply to tenanted areas shall be obtained from the landlord's chilled water supply. The chilled water is strictly meant for normal air-conditioning purpose. No drainage of the chilled water is permitted. Chilled water

is not permitted for use in manufacturing process, direct cooling of equipment such as X-ray machine, vacuum pump, etc.

Air Handling Units of laboratories shall meet standards given in SS553.

Prior to tapping on the chilled water, Tenants shall carry out:

- a. Flushing and chemical cleaning of their chilled water pipes
- b. Fill up the chilled water pipes with water and let remains for 24-hours and witnessed by JTC/FMC
- c. Thereafter, water sample to be collected in the presence of JTC/FMC for water analysis
- d. Submit water analysis report to JTC/FMC before approval for connection to JTC's chilled water supply. The results on the chilled water lab test report shall be in accordance to current acceptable standards as required by the authorities and the landlord.

All the BTU meters located in the tenanted areas must not be relocated and must be accessible by the JTC/FMC without any obstruction. If relocation is necessary, JTC/FMC shall be notified, as such, the calibration of the BTU meter shall be subject to the approval of JTC through the nominated JTC/FMC. Tenants shall ensure that their BTU meters and its related devices are accessible by JTC/FMC for maintenance service at all times. As part of Biopolis efficiency drive, the BTU meter readings will be monitored by JTC's building management system. In the event that there are any discrepancies in the accuracy of the BTU meter, JTC reserves the right to determine the consumption in a fair and reasonable manner.

Access panels shall be provided where necessary and clear ceiling spaces are required for the maintenance team to carry out calibration works. Tenants shall ensure that the temperature sensor is removable from the thermo-well at all time; the sensor should not be adhered to the thermo-well or pipe during insulation of the pipe-work.

All the thermostats for the fan coil units are located in the ceiling. If necessary, the Tenant shall relocate the thermostat at your own cost. However, thermostats are to be reinstated back to their original location should the Tenant return the unit to JTC.

Where opening of duct shaft is required, Tenants shall comply with the building safety requirements by ensuring that proper temporary enclosure is put up when works is in progress in the shaft. Upon completion of works in the shaft, the enclosure shall be reinstated to the original condition, such as painting and wall texture to match with the adjacent wall, etc. Fire-proofing material and metal gratings between each floor shall be properly reinstated.

Tenants shall not make use of the existing services on the ceiling level, etc. serving the upper floor tenants, for supporting their new services as these are non-load bearing services. Tenants will be held liable for any damage to these services as a result of negligence of their contractors.

Tenants are required to provide necessary insulation to floors, walls or ceiling slabs to ensure operation of their air-conditioning system does not result in any moisture condensation to adjoining premises. Typically, areas of low temperatures such as clean rooms, cold rooms and other areas with prolonged air-conditioning shall be suitably insulated to avoid condensation to neighbouring premises. Similarly, areas of high temperatures shall also be appropriately controlled in the same manner or otherwise.

JTC shall not be liable to the Tenant or his employees, agents, authorised persons or visitors, or his or their property in respect of any interruption in the services provided by the Landlord by reason of repair, maintenance, damage or refurbishment works; or mechanical or other defect or breakdown including but not limited to breakdown in electricity, gas and water supply, pumps and lifts.

5.4.6 Submission of Plans for Air-conditioning System

The Consultant or Professional Engineer shall submit one set of the proposed air-conditioning system drawings to relevant authorities for endorsement. Three (3) sets of the approved drawings and relevant letters shall be submitted to JTC/FMC before the commencement of work.

5.4.7 Application for Air-Con Extension

Air-con extension rates for office spaces will be charged at prevailing rates as determined. The relevant charges will be billed to the Tenants by JTC accordingly.

5.5 APPLICATION AND SUBMISSIONS OF PLANS FOR WATER SUPPLY

5.5.1 Water Supply

Four (4) copies of sketch plans are to be submitted to the Water Conservation Department, SP Services for application of water sub-meter. These plans must show the section and layout of the plumbing and shall be prepared by a licensed plumber.

5.5.2 Chilled Water Supply

Tenants shall apply to JTC/ FMC for tapping of chilled water supply for their equipment. Refer to Annex H for chilled water supply application form. Tenants shall provide the chilled water flow rate of all AHUs installed at their premises to the FMC to enable the balancing of the chilled water flow to the entire block.

For laboratory usage, Tenants' chilled water charges will be billed at prevailing rates as determined (Refer to Annex H for application).

5.6 USE OF COMMON AREAS FOR FITTING OUT

5.6.1 Protection/Cleaning of Common Property

Tenants' Contractors are required to implement protection measures for the common areas during the renovation works and during movement of bulky items along the common areas. This would include the use of elevator pads, wall pads, floor protection layer and other suitable protection covers to protect the common areas and lifts from damage. All reinstatement cost due to damage and clean-up of common areas will be borne by the tenants or tenants' contractors.

5.6.2 Inspection Of Common Areas (Pre- & Post- A&A / Renovation Works)

The FMC shall conduct joint inspections with the Tenants' Contractor before and upon completion of the renovation works to ensure that there are no damages to the common areas due to the course of the renovation works that has been carried out within the Tenant's unit.

6.0 SECURITY

Please note that you are responsible for the security of your own premises, including during renovation works.

New Tenants are required to apply for security access cards for their employees at least one month before moving into the premises. Please refer to Annex B for security access card application forms. Penalties for replacement of loss security access cards applies.

JTC provides security for the common areas; lobbies, loading bays and main lobby pass counter.

For further advice on security matters, you could contact JTC or the Security Supervisor at the Fire Control Centre (FCC), Tel: 64789515.

7.0 USAGE OF ANCILLARY SPACE/ BOOKING OF FACILITIES

Depending on your premise, facilities such as seminar rooms, sky gardens, atrium or rooftop are available for use or rent. Please refer to Annex J for details on booking of facilities and charges.

Tenants are required to follow housekeeping guidelines stipulated in Annex J to ensure that facilities are in good condition and well-maintained.

8.0 PARKING

8.1 Application for Season Parking

Tenants can submit the application form for season parking, together with payment. Please refer to Annex G for the application forms and terms and conditions.

Payment is to be made in advance on a monthly or quarterly basis. Allocated lots for season parking are based on unit size of tenanted space. Season parking outside the allocated number of lots for tenants will be given based on ballot.

8.2 Hourly Parking Charges

Hourly parking facilities where applicable are available to Tenants at their building's / estate's respective rates (inclusive of GST).

9.0 POLICIES & PROCEDURES ON LEASE MANAGEMENT

Please refer to JTC's corporate website at <http://jtc.gov.sg> for more information regarding your tenancy. You may also refer to the Memorandum of Tenancy for your obligations concerning your lease.

10.0 WASTE MANAGEMENT AND RECYCLING

Please note that tenants are responsible for their own refuse disposal at the designated bin centres.

10.1 Recycling Program

Tenants are encouraged to segregate and recycle their waste as part of the green community. Common area recycling bins are also placed at Basement 1 Goods Lift Lobbies. Food waste is the major obstacle to achieve recycling rates in all buildings. As such, Tenants are highly encouraged to refrain from food consumption in premises outside of the canteen.

10.2 Waste Water Discharge

Ensure that any waste water discharge from the premises comply with NEA's regulations, guidelines and limits relating to trade effluent discharge into the sewer system. Dilution of waste water discharges should be carried out where appropriate and shall be at tenant's own cost.

10.3 Disposal of Oils, Fats, Grease and Other Chemicals

Separately collect and dispose off any concentrated oils, fats, grease and other chemicals, toxic or otherwise, from the premises in accordance with NEA's guidelines and regulations.

10.4 Odour, Fume or Smoke Discharge

Ensure that any odour, fume or smoke discharged from the premises comply with NEA's guidelines and regulations. In the event that such discharge, notwithstanding compliance with NEA's guidelines and regulations, become a nuisance or bring inconvenience to other tenants, lessees or occupiers of adjoining/neighbouring premises, the Tenant is required to install a proper air filtration system and improve the production processes.

10.5 Guidelines Concerning Pollution and Environment

Pollution of any form is disruptive and damaging to any businesses. For the community's peace of mind in Biopolis, Tenants shall take the appropriate measures to ensure that all works and installations are done in a considerate manner without excessive disruption to their neighbours and will not pollute the environment.

10.6 Drainage and Sewerage Systems

All laboratories and food operators are required to construct an internal drainage system within the premises, ensuring that (a) all water collected in the premises is discharged into public drains and sewers, (b) no silt, oil, chemicals, debris, etc. is discharged into any public drains, sewers or watercourses. This is in accordance to the stipulations laid down by PUB in the Code of Practice on Sewerage and Sanitary Works.

Laboratories and food operators shall obtain sewerage/ drainage interpretation plans and consult the PUB with regards to the existing sewerage/ drainage systems when carrying out the connections works.

We also seek the food operator's cooperation in ensuring that oil waste from your premises is not disposed into drains and sewer lines. They shall be disposed by NEA licensed contractors.

The food operator should dispose food waste into the bio-digester system provided. The food operator should ensure that only degradable pure food waste is disposed off in this bio-digester. All other waste such as plastics, paper, tissue paper, etc. should not be disposed off in the bio-digester as they would clog up the system.

11.0 CONTACT LIST

If you require assistance, please contact the following:

S/ N	Contact Details		
	Description	Tel. No.	Address
A.	Emergency Contacts		
1.	Singapore Civil Defence Force (SCDF): Information Hotline	1800-286 5555	91 Ubi Avenue 4, Civil Defence Complex Singapore 408827
2.	Police Emergency Hotline	999	-
3.	Clementi Police Divisional HQ	1800-774 0000 6774 1705	20 Clementi Avenue 5 Singapore 129858
4.	Queenstown Neighbourhood Police Centre	1800-471 9999 6471 5299	No. 15 Commonwealth Avenue Singapore 149725
5.	Buona Vista Neighbourhood Police Post	1800-777 9999 6776 5857	Blk 13 Holland Drive #01-38/40 Singapore 271013
6.	Ambulance / Fire Station Emergency Hotline	995	-
7.	Singapore General Hospital	6222 3322 / 6321 4311 (A&E)	Outram Road Singapore 169608
8.	National University Hospital	6779 5555 (24hour)	5 Lower Kent Ridge Road Singapore 119074

B. FACILITIES MANAGEMENT CONTACT DETAILS

S/N	Description	Tel. No.	Fax No.	E-mail
JTC Building Officer-In-Charge:				
1.	Lincoln Chua	6478 9087	6478 9974	lincoln_chua@jtc.gov.sg
Facilities Management Company (FMC) :				
1.	24-hrs Helpdesk Hotline	6776 9036/39	6775 0711	fmcbiopolis@ugl-premas.com
2.	Fire Command Centre (FCC)	6478 9515	Nil	cps_biopolis_security@certissecurity.com
3.	Security Supervisor	6478 9515		cps_biopolis_security@certissecurity.com
JTC General Enquires Hotline				
1.	JTC Customer Service Hotline	1800-568 7000	6565 5301	askjtc@jtc.gov.sg

12.0 OTHER TERMS FOR SPECIALISED BUILDINGS

Tenants engaged in chemical, biological or other similar research and development activities, must obtain the necessary approvals and comply with the prevailing local legislation, which includes but not limited to the following:-

- Biological Agents and Toxins Act (BATA) 2005 – Ministry of Health (MOH)
- Workplace Safety and Health Act (WSHA) 2006 – Ministry of Manpower (MOM)
- Environmental Pollution Control Act – National Environmental Agency (NEA)
- Animal and Birds Act - Agri-Food and Veterinary Authority of Singapore (AVA)

Such activities will include the testing of animals or other research that may have health implications.

Tenants are strongly encouraged to design, construct and operate laboratory premises based on internationally accepted codes and practices. Some of these guidelines may be found at:

- Information for BSL 2 Labs (MOH)
- Information for BSL 2 Labs (MOH)
- BSL 3 Facility Certification Checklist (MOH)
- Occupational Health and Safety Guidelines for Laboratories and Production Facilities in the Biomedical Sciences (MOM)
- Singapore Standard 532 The Storage of Flammable and Combustible Liquids
- NFPA 55 Storage of Compressed Gas
- NFPA 45 Lab-based Chemical Usage
- Guiding Principles for Laboratory Animal Research (NACLAR)
- Laboratory Biosafety Manual, 3rd Edition (WHO)

Where these guidelines are silent on areas of specific nature, Tenants are required to design, construct and operate their laboratory based on Best Practices and Codes of Practices. The following are just a few examples:

- National Institute of Health (NIH), Centre for Communicable Diseases (CDC) – Biosafety in Microbiological and Biomedical Laboratories
- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) – ACMV for Laboratories
- American National Standards Institute (ANSI) – Biosafety Cabinets
- American Society of Mechanical Engineers (ASME) – Laboratory Designs
- US Department of Agriculture (USDA) – Animal Laboratories
- Environment Protection Agency (EPA) – Management and Disposal of Laboratory Waste

Use and storage of flammable, explosive or combustible materials, require approval from the FSSD's Arms and Explosives Branch first before application for storage in the building can be considered and approved by JTC.

SCHEDULE OF STATUTORY CONTROLS FOR LAND, STANDARD FACTORY AND WORKSHOP CUSTOMERS

Contents

- A. Introduction
- B. Submission of Plans
- C. Guidelines on Industrial Safety
- D. Compliance with Regulatory Requirements
- E. Application for Utilities
- F. Construction and Erection of Structures
- G. List of Relevant Authorities

Printed November 2011

A. Introduction

This schedule of statutory controls informs our customers of their obligations to the relevant governmental and statutory authorities ("Authorities"). It contains the conditions and requirements under the jurisdiction of the Authorities which our customers are legally bound to comply and ensure compliance with, at our customers' own cost and expense.

Please note that the statutory controls listed in this schedule are not exhaustive and serve merely as a guide to help our customers phase in. The responsibility and onus still lies with our lessees, licensees or tenants to familiarise themselves with all the requirements of the Authorities.

The information contained in this handbook, which was prepared in September 2009, is subject to change. While every reasonable care has been taken in providing this information, Jurong Town Corporation ("JTC") cannot be held responsible for any errors, inaccuracies or changes arising therefrom.

B. Submission of Plans

B1 For Land Only

B1.1 You must engage at your own cost and expense a Qualified Person to prepare and submit plans showing the site layout, landscaping, perspectives, elevations and specifications of buildings and other structures. All plans must be submitted firstly to the Land Planning Division of JTC for its consent as the landowner, and then to the Authorities (URA, BCA, FSSD, PUB, LTA, NParks, etc) for their written approval.

B1.2 All plans must also comply with all the relevant laws and regulations of the Authorities including Urban Redevelopment Authority (URA), Building and Construction Authority (BCA), Fire Safety and Shelter Department (FSSD) and National Environment Agency (NEA).

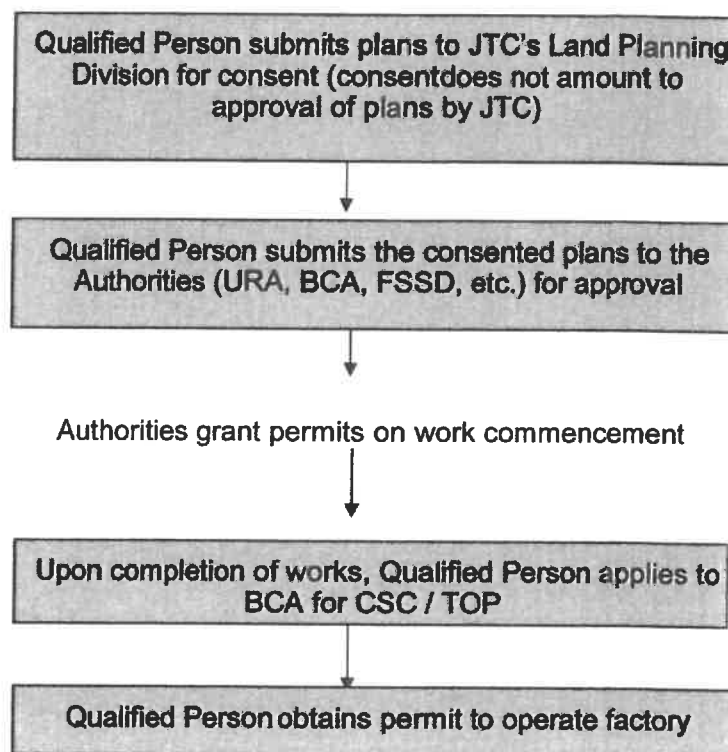
B2 For Land, Standard Factory and Workshop

B2.1 If you wish to carry out any additions or alterations to the Land / Building (Premises), you must submit the floor layout plans of your factory in accordance with the terms of your Tenancy / Licence / Lease. You must proceed with the preparation and submission of the plans in accordance with the procedures stated in the **“Plan Consent and URA Lodgement - Step-by-Step Guide”** in the JTC website.

B2.2 All additions, alterations and erections of buildings and structures on the Premises must be granted consent by JTC's Land Planning Division as the landowner and approved by the relevant Authorities (e.g. URA, BCA, FSSD, PUB, NParks, etc.), before you can commence such works.

B2.3 For new development on JTC vacant land, erection, reconstruction / extension, and addition and alteration works, you may submit plans to JTC's Land Planning Division for consent under the URA Plan Lodgement Scheme. You are advised to refer to Customer Portal, Krypton Services under eServices on JTC website (<http://www.jtc.gov.sg>) on details of the scheme before deciding on the channel of plan submission.

B2.4 You must not commence work until a permit for the commencement of works has been issued by BCA. A Qualified Person as defined under the Building Control Act (a professional engineer or registered architect) must be engaged to assist in the following process:



B3 For Standard Factory and Workshop Only

With regard to the Certificate of Statutory Compliance (CSC) and Temporary Occupation Permit (TOP), you are advised not to do, permit or suffer to be done anything which will affect the structure of the building and which may delay or prevent the issuance of the CSC or TOP from BCA with respect to the building.

CSC: Certificate of Statutory Completion
TOP: Temporary Occupational Permit.

C. Guidelines on Industrial Requirements

C1 Fire Safety (For Standard Factory and Workshop Only)

C1.1 In accordance with the requirements of the Fire Safety and Shelter Department (FSSD), you must, upon possession of the Premises, activate the alarm device and exit and evacuation lighting system in order to keep the system operational at all times. In addition, you must maintain and keep all fire-fighting installations and equipment at the Premises (including the fire alarm system, hose reels and valves) operational and in good and proper working order at all times.

C1.2 If the existing fire alarm and extinguishing system in the Premises does not suit or is inadequate for your activities, or does not comply with the requirements of FSSD due to modifications of the Premises, you must carry out the necessary modification works only after obtaining JTC's consent.

C1.3 In accordance with the requirements of FSSD:

- (i) You must not obstruct, cause or permit any form of obstruction of any fire-fighting installations and equipment but at all times provide sufficient access / escape routes and passageways; and
- (ii) You must engage a registered electrical consultant or professional engineer to undertake the planning, design, supervision and maintenance of the fire alarm and heat / smoke detector system, including any alterations of the existing automatic fire alarm and sprinkler system installation.

The electrical consultant or professional engineer must submit the fire alarm drawings to FSSD for approval. A qualified professional engineer must sign all air-conditioning, fire alarm and sprinkler system plans.

C2 Exit Lighting, Exit Sign and Emergency Lightings

In accordance with FSSD's stipulations, you must install:

C2.1 Exit lighting and exit signs at exit passageways and exits of the Premises; and

C2.2 Emergency lighting shall be provided in the occupied areas, e.g. in the production area, the area where there is no explicit paths leading to corridors, lobbies and exits, and toilets of the Premises.

D. Compliance with Regulatory Requirements

D1 Preliminary Clearance

You must comply with the requirements of the Central Building Plan Unit (CBPU) of National Environment Agency (NEA), Public Utilities Board (PUB) and other Authorities pursuant to your application for preliminary clearance.

D2 Alteration of Master Plan

You must ensure that the authorised / permitted use under your Tenancy / Licence / Lease complies with the Master Plan Zoning. If you require a change of zoning (and therefore an alteration of the Master Plan) you must:

D2.1 Obtain prior written approval from JTC and Urban Redevelopment Authority (URA); and

D2.2 Pay fees charged by URA and any other charges which may be imposed on or to JTC in connection with the Master Plan alteration.

D3 Change of Use of the Premises

Changing the use of the Premises can render your operations incompatible with your neighbours and cause a breach of your agreement(s) with JTC and/or violate the regulations and requirements of the Authorities such as CBPU of NEA, the Water Department of PUB and URA.

If you wish to change the use of the Premises, you must submit an application for the change of use for JTC's approval, and seek clearance from the Authorities, such as CBPU of NEA and URA.

D4 URA's "60/40 Rule"

URA's guideline specifies that at least 60% of the total gross floor area (GFA) of your Premises should be set aside for industrial / warehousing activities and ancillary stores. The remaining GFA can be used for offices, neutral areas, communal facilities and other such practices endorsed in writing by JTC and the Authorities.

You must not use the Premises as a commercial office for purposes unrelated to your authorised / permitted use under your Tenancy / Licence / Lease.

You are advised to check URA website (www.ura.gov.sg) on the latest updates to the "60/40 rule".

D5 Operation of Factory

You must comply at all times, with the law, including but not limited to the relevant provisions in any Act, By-Laws, Rules and Regulations, which are now or may in future be in force governing the operation of your factory and to effect at your own expense, changes and improvements as and when required by any of the Authorities.

D6 Pollution

The CBPU of NEA requires you to take adequate measures to prevent air pollution, and to implement at your own cost measures for minimising air, noise and other forms of pollution.

If you intend to carry out any activity which would cause substantial pollution or increase the level of such pollution, you are required to conduct a pollution control study. The pollution control study shall contain the following:

- (i) Identification of the sources of emission of air pollutants, discharge of trade effluent, generation of wastes and emission of noise; and
- (ii) Quantification and evaluation of the impact of pollutive emissions; and
- (iii) Recommendations on the measures to be incorporated in the design and operation of the Premises to reduce the pollutive emissions to acceptable levels that would not result in nuisance, inconvenience, annoyance to others or cause damage, injury, loss or inconvenience to you or to the licensees, tenants, lessees or occupiers of any adjoining or neighbouring premises or the environment.

D7 Disposal of Waste

You must make good and sufficient provision for the efficient disposal of all waste including but not limited to pollutants generated at the Premises to the requirements and satisfaction of JTC and NEA.

D8 Drainage and Sewerage Systems

You must undertake the construction of an internal drainage system within the Premises to the reasonable satisfaction of JTC. The Drainage Department and Sewerage Department, both of PUB, require you to ensure that:

D8.1 All water collected in the Premises is discharged into the public drains and sewers; and

D8.2 No slit, oil, chemicals, debris, etc. is discharged into any public drains, sewers or watercourses.

Before you carry out any connection works, you must obtain the sewerage and drainage interpretation plans from the Drainage Department and Sewerage Department and consult them with regard to the existing sewerage and drainage systems.

D9 Construction Works near Deep Tunnel Sewerage System and Link Sewers

The Qualified Person and Professional Engineer engaged by you are advised to consult PUB for any proposed work in the vicinity of the Deep Tunnel Sewerage System or Link Sewers.

It is an offence under the Sewerage and Drainage Act (SDA) to erect any building or structure over, across or adjacent to any sewer or sewerage system without PUB's prior approval. Please note that works which require PUB's approval have to be supervised by the Qualified Person and Professional Engineer.

D10 Factory Inspectorate

In order to obtain a factory licence before you commence operations, you must complete and submit the attached form, "**Particulars to be Submitted by Occupiers or Intending Occupiers of Factories**" directly to the Chief Inspector of Factories, Occupational Safety Department, Ministry of Manpower, 18 Havelock Road, #03-02, Singapore 059764 (Tel No. 65395262).

D11 Discharge of Trade Effluents

You must at all times comply and ensure compliance with the trade effluent requirements of the Authorities, including PUB's and NEA's requirements for discharge of trade effluent into public sewers

To facilitate the commencement of your operations, you must also complete the attached form "**Application for Written Permission and Permit to Discharge Trade Effluent**" for permission to discharge trade effluent into the public sewers, and submit it to the Head, Central Building Pollution Unit, National Environment Agency, 12th Storey, Environment Building, 40 Scotts Road, Singapore 228231 (Tel No. 67327733).

D12 Advertisement and Licensing

If you wish to install signboards or banners on the external walls of your Premises, you must consult and obtain a permit from the Advertisement Licensing Section (ALS) of Building and Construction Authority (BCA).

D13 Tree Planting and Landscaping

You must plant trees and landscape the Premises in accordance with the requirements of the National Parks Board (NParks) and other Authorities.

For Biomedical Park and Jurong Island, the above requirement is in addition to JTC's guidelines on landscaping.

D14 Removal of Earth, Clay, Gravel or Sand

In accordance with the requirements of Singapore Land Authority (SLA), you must not sell or dispose of or allow the sale or disposal of any earth, clay, gravel or sand existing in the Premises except so far as necessary for the execution of your approved building works at the Premises.¹

D15 Foreshore and Seabed Structures (For Waterfront Site Only)

If the Premises is a waterfront site, you must obtain the approval of the Authorities, including URA, BCA and Maritime Port Authority of Singapore (MPA), for any proposed foreshore and seabed development, construction or structures. After obtaining the relevant approvals, you must apply to SLA through JTC for a Temporary Occupation License or a foreshore and seabed lease.

D16 Research and Development (Medical)

If the authorised use under your Tenancy / Licence / Lease will include medical or biological R&D activities that involve the testing of animals or other research that may have health implications, you must obtain the necessary prior approvals from Ministry of Health (MOH) and Agri-food & Veterinary Authority of Singapore (AVA).

D17 Activities Involving the Use of Explosive Materials

If your trade or business requires the use of small quantities of flammable, explosive or combustible materials, which is to be stored in the Premises, you must obtain the necessary approvals from the Arms and Explosives Branch of Fire Safety and Shelter Department (FSSD).

D18 Activities Involving the Use of Controlled Chemicals

If your trade or business requires the use of controlled chemicals classified by the National Authority (Chemical Weapons Convention) (NA(CWC)), you must complete the **Licence Application Form and Assessment Form for Companies / Industries Involving Chemicals** and submit them through JTC for approval by NA(CWC).

¹ However, if the Premises is in Jurong Island, the Tuas Hockey Stick or Tuas View Extension areas, you should also note your obligations to JTC under the Building Terms to deposit the sand at JTC's Designated Stockpile Site.

D19 Special Conditions (For Food Companies Only)

You must ensure that any waste water discharged from the Premises comply with NEA's regulations, guidelines and limits regarding trade effluent discharged into the sewer system.

You must separately collect and dispose any concentrated oils, fats, grease and other chemicals, toxic or otherwise, from the Premises in accordance with NEA's guidelines and regulations.

You must ensure that any odour, fume or smoke discharged from the Premises comply with NEA's guidelines and regulations. In the event that such discharge, notwithstanding compliance with NEA's guidelines and regulations, becomes a nuisance or brings inconvenience to JTC, other tenants or lessees or occupiers of adjoining or neighbouring premises, you must install a proper air filtration system and if necessary, improve your production processes, to the reasonable satisfaction of JTC.

D20 Code of Practices

You must abide by the latest Code of Practices for various industries or usage. The Code of Practices may be obtained from SPRING Singapore.

D21 Occupational Safety and Health

Before any work is carried out, you must conduct risk assessments to:

D21.1 Identify safety and health hazards associated with work activities;

D21.2 Assess the severity or consequences from these hazards and the likelihood of occurrence of accident or ill health;

D21.3 Determine the risk level;

D21.4 Take measures to prevent or control the hazards; and

D21.5 Reduce the risk.

To assist you in conducting the risk assessment, MOM has published guidance materials on its website at www.mom.gov.sg.

You must in any case note your duties under the Workplace Safety and Health Act.

D22 Security Plans to prevent Illegal Landing and Departing

If the Premises has a land-sea interface, you must submit your security plans on measures to prevent illegal landing and departing, and obtain the necessary approvals from the Authorities, including Ministry of Home Affairs and the Singapore Police Coast Guard, for such plans, before the commencement of your Tenancy/ Licence / Lease. You must comply with such approved security plans at all times.

E. Application for Utilities

You must submit your requirements for water, electricity, telephone and sewerage facilities to Public Utilities Board (PUB), SP Services Ltd, Power Grid Ltd, relevant telecommunication service providers and National Environment Agency (NEA) respectively to ensure early availability of these services to the Premises.

Application on prescribed forms must be made direct to the various Authorities for the supply of the required utility service. Such prescribed forms are available from the Authorities concerned.

E1 Electricity

All electrical installations and connections must be carried out by an Energy Market Authority (EMA) licensed electrical worker. Such installations may commence only after you have submitted an electricity application to SP Services Ltd and obtained their written approval.

If you require an electrical design load higher than that already available in the vicinity, you must make an application to SP Services Ltd. Such an application will only be considered by SP Services Ltd if there is excess capacity, and if approved, will be subject to the terms and conditions stipulated by them.

E2 Substation (For Land Only)

Depending on your power requirement, you may be required by Power Grid Ltd and SP Services Ltd to construct a substation on the Premises. Please refer to SP Services Ltd's handbook for information on electricity supply.

You must grant Power Grid Ltd an irrevocable licence to have free access and unrestricted use of the substation space within the Premises.

E3 Water

You must approach PUB for all plumbing requirements. All plumbing required for additional water supply, including the installation of a water meter, must be carried out by a licensed plumber. Water supply should not be turned on until a water meter is installed by PUB.

F. Construction and Erection of Structures

F1 For Land Only

You must comply with all the laws and regulations of the Authorities (e.g. URA, FSSD and BCA) with regard to the erection and completion of buildings, structures and installations of plant and machinery.

You must not erect or build or permit or suffer to be erected or built any building, structure or installation other than those conforming with the plans, elevations sections and specifications approved by JTC and the Authorities (e.g. URA, FSSD and BCA), nor to make nor allow any alterations in the external elevation of the buildings when erected without JTC's prior written consent.

You must not place, construct or permit the placing, construction or erection of any building, structure or any equipment whatsoever on any buffers or sewer easements or other underground services which may exist on the Premises.

Please note that you have to comply with the requirements as laid down by the Authorities (e.g. the Drainage Department and Sewerage Department of PUB, URA).

Before you commence any other works on the Premises, you must obtain all technical approvals from the Authorities. For example:

F1.1 You must obtain approval from the Land Transport Authority (LTA) for your proposed vehicular access, if it is different from the existing approved vehicular access.

F1.2 You must provide slabbed over drain along the frontage(s) of development if required by LTA.

F1.3 If the Premises is a waterfront site, the 15-metre foreshore setback is only applicable to non-marine industries. For

marine and non-marine waterfront development, you must consult and seek clearances from URA and the other Authorities for all other foreshore requirements.

F1.4 You must obtain services plans from Power Grid Ltd, Power Gas Ltd, Sewerage Department, Drainage Department, Water Department and relevant telecommunication service providers to ensure that your proposal will not affect the existing services (if any) within the Premises.

F2 For Standard Factory and Workshop Only

If you should at any time construct any extension or addition to the Premises, the exterior and facade of all such extensions or additions must be of the same quality as and match that of the existing building at the Premises. Prior approval must be obtained from JTC's Land Planning Division and the other Authorities (e.g. URA, BCA) for any extension or addition whatsoever.

F3 Height Restrictions

You must comply with and observe all height restrictions (if any) on buildings and structures at the Premises which may be imposed by the Authorities, such as the Civil Aviation Authority of Singapore (CAAS) and CBPU of NEA. In the event any height restrictions may be or are exceeded, you are required to seek clearance with the Authorities through JTC's Land Planning Division.

Height restrictions may at any time be imposed or changed by the above or other Authorities.

F4 Notification to Property Tax Department (For Land Only)

Immediately upon obtaining the Temporary Occupation Permit (TOP) for your building, and if at any time thereafter you rebuild, enlarge, alter or improve your building, you are required under the Property Tax Act to inform the Controller of Property Tax (specifically, the Chief Assessor) within 15 days.

F5 Energy Efficiency Opportunities Assessment for New Ventures

New industrial facilities and major expansions ("New Ventures") that apply for Planning Permission on or after 1 October 2018 and are from one of the following sectors: -

- (1) Manufacturing and related services;
- (2) Supply of electricity, gas, steam, compressed air and chilled water sectors; and
- (3) Water supply and sewage and waste management sectors,

with annual energy consumption $\geq 54\text{TJ}$ based on 24 hours per day and 365 days of operations at 100% designed production capacity, will be required to: -

- (a) carry out energy efficiency opportunities assessment (EEOA) during the design of the facility and submit an EEOA report to the Director-General of Environmental Protection appointed under the Environmental Protection and Management Act ("EPMA") (Cap. 94A), before applying for clearance certificate under the EPMA; and
- (b) install instruments and meters for key energy-consuming systems accounting for at least 80% of the New Venture's total energy consumption, and report the energy performance of these systems using measured data.

If the energy bill of your facility is expected to be $\geq \$500,000$ annually, your facility is likely to have an annual energy consumption of $\geq 54\text{TJ}$.

G. List of Relevant Government Departments

Advertisement Licensing Section (ALS)

Building and Construction Authority
MND Complex
Tower Block
5 Maxwell Road
Singapore 069110
Tel: 63257379 / 63257364
Fax: 63257150

Agri-food & Veterinary Authority of Singapore (AVA)

MND Complex
#01-01 / #02-03 / #03-00 / #04-00 / #18-00 Tower Block
5 Maxwell Road
Singapore 069110
Tel: 62221211
Fax: 62206068

Central Building Plan Unit (CBPU)

National Environment Agency
Environmental Building
13th Storey
40 Scotts Road
Singapore 228231
Tel: 67327733
Fax: 67319725

Civil Aviation Authority of Singapore (CAAS)

Singapore Changi Airport
Singapore 918141
Tel: 65421122
Fax: 65421231

Development Control Division (DCD)

Urban Redevelopment Authority
The URA Centre
45 Maxwell Road
Singapore 069118
Tel: 62216666
Fax: 62275069

Drainage Department

Public Utilities Board
Environment Building
17th, 18th Storey,
40 Scotts Road
Singapore 228231
Tel: 67319988
Fax: 67319967

Energy Market Authority (EMA)

Singapore Power Building
#15-05
111 Somerset Road
Singapore 238164
Tel: 68358000
Fax: 68358020

Fire Safety and Shelter Department (FSSD)

Singapore Civil Defence Force
Civil Defence Complex
91 Ubi Avenue
Singapore 408827
Tel: 62800000
Fax: 68481488

Land Transport Authority (LTA)

PSA Building
28th Floor
460 Alexandra Road
Singapore 119963
Tel: 1800-2255582
Fax: 63757200

Maritime and Port Authority of Singapore (MPA)

PSA Building
18th Storey
460 Alexandra Road
Singapore 119963
Tel: 3751600 Fax:
2759247

Ministry of Health (MOH)

College of Medicine Building
16 College Road
Singapore 169854
Tel: 63259220
Fax: 62241677

National Authority (Chemical Weapons Convention) (NA(CWC))

20 Science Park Drive
Singapore 118230
Tel: 67755137
Fax: 67755946

National Parks Board (NParks)
 Headquarters
 Singapore Botanic Gardens
 1 Cluny Road
 Singapore 259569
 Tel: 64717808
 Fax: 64723033

Occupational Safety and Health Division
 Ministry of Manpower
 #03-02
 18 Havelock Road
 Singapore 059764
 Tel: 64385122
 Fax: 63171261

Sewerage Department
 Public Utilities Board
 Environment Building
 15th Storey
 40 Scotts Road
 Singapore 228231
 Tel: 62824336
 Fax: 67313023

Singapore Land Authority (SLA)
 Temasek Tower
 #26-01
 8 Shenton Way
 Singapore 068811
 Tel: 63239829 Fax:
 63239887

SPRING Singapore
 Information Resource Centre
 2 Bukit Merah Central
 Singapore 159835
 Tel: 6279 3920
 Fax: 6377 0669

Water Department
 Public Utilities Board
 Environment Building
 15th Storey
 40 Scotts Road
 Singapore 228231
 Tel: 67327733
 Fax: 62352118

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bcc

CE Officer in Charge	:	Bennett Tan You En
Cluster AE in Charge	:	Chua Kim Lian
PE in Charge	:	Mun Chun Kew

Billing & Collection Unit

Finance AE in Charge	:	Janice Goh Hwee Keow
Finance Accountant in Charge	:	Nithya Revindran

Land Planning Division	:	PTE/Lim Siew Teen
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