

SkillsFuture Singapore Agency
Terms for Training Providers

1 Contract

1.1 These terms (these “**Terms**”), the appendices to these Terms, and the Circulars shall constitute a contract between you and SSG (collectively, this “**Contract**”).

2 Definitions and Interpretation

2.1 In the Contract, the following words and expressions shall have the following meanings: -

“Applicant” means a Singapore Citizen who undertakes or seeks to undertake a Listed Course.

“Assessment Fees” refers to fees charged by you for conducting / providing an assessment (of any kind) of an Applicant pursuant to his undertaking of a Listed Course, and expressed or to be expressed in your invoice or bill as ‘Assessment Fees’.

“Certification Fees” refers to fees charged by you for the certification (of any kind) of an Applicant pursuant to his undertaking of a Listed Course, and expressed or to be expressed in your invoice or bill as ‘Certification Fees’.

“Circulars” means such circulars applicable to Registered Training Providers as may be notified to you or published on www.tpgateway.gov.sg or such other website(s) operated by SSG in lieu thereof.

“Course Directory” means the course directory found on www.myskillsfuture.gov.sg or such other website(s) operated by SSG in lieu thereof.

“Course Status” means (1) Funded Accredited Course Status, (2) Non-Funded Accredited Course Status, or (3) Funded Non-Accredited Course Status, and “Funded Course Status” shall accordingly refer to Funded Accredited Course Status or Funded Non-Accredited Course Status, and “Accredited Course Status” shall accordingly refer to Funded Accredited Course Status or Non-Funded Accredited Course Status.

“Director” includes any person occupying the position of director in your organisation by whatever name called and includes a person in accordance with whose directions or instructions the directors or the majority of the directors of your organisation are accustomed to act and an alternate or substitute director.

“Excluded Fees” means:

- (1) fees charged by you for providing an Applicant with:
 - (i) registration services of any kind;
 - (ii) materials or goods of any kind;
 - (iii) administrative services of any kind;
 - (iv) memberships of any kind; or
 - (v) hardware or software of any kind,

and
- (2) fees charged by any person for providing to or procuring for an Applicant insurance coverage

and
- (3) any GST imposed under the *Goods and Services Tax Act 1993* on any services or goods paid by way of any of the fees mentioned in (1) or (2) above.

“Listed Course” means a course conducted or provided by you which is listed on the Course Directory and eligible for use of SkillsFuture Credit.

“Listed Course Fees” means the fees (not including Certification Fees, Assessment Fees and GST) charged by you on account of an Applicant’s undertaking of a Listed Course, and expressed or to be expressed in your invoice or bill as ‘Course Fees’.

“Marketing Guidelines” means the guidelines set forth in **Appendix A**.

“mySkillsFuture (mySF)” means the platform at www.myskillsfuture.gov.sg/content/portal/en/index.html or such other portal as amended by SSG from time to time.

“Qualifying Fees” means:

- (i) Listed Course Fees;
- (ii) Certification Fees;
- (iii) Assessment Fees; and
- (iv) goods and services tax (“GST”) imposed under the *Goods and Services Tax Act 1993* on any services or goods paid by way of any of the fees mentioned in (i) to (iii) above,

payable by an Applicant to you on account of his undertaking a Listed Course, but shall not include Excluded Fees.

“Related Organisation” shall bear the meaning assigned to the term “related corporation” in the Companies Act 1967 and also include any entity that SSG deems to be a “related organisation”.

“Relevant Parties” shall refer to your Directors, partners (where applicable), management personnel, shareholders, employees, trainers and

	assessors, curriculum developers, subcontractors, delegates and agents.
“Registered Course”	means a course conducted or provided by you and which has a Course Status.
“Registered Training Provider”	means a training provider whose application to SSG to be conferred Registered Training Provider status has been approved, or such training provider who has been agreed between SSG and that training provider as being a Registered Training Provider for the purposes of this Contract.
“Shareholders”	where it refers to your shareholders, it shall be construed to include beneficial shareholders or persons in favour of whom shares are held on trust.
“SkillsFuture Credit”	means credits given to eligible Singapore Citizens aged 25 and above, to defray out-of-pocket fees for SkillsFuture Credit eligible courses, certifications and assessments.
“SkillsFuture Credit-only Courses”	means courses that are eligible for SkillsFuture Credit and do not include other SSG funding.
“SkillsFuture Credit-only Training Provider”	means a Registered Training Provider that offers SkillsFuture Credit-only and does not offer other SSG-Funded Courses.
“SSG”	means the SkillsFuture Singapore Agency established pursuant to Section 3 of the <i>SkillsFuture Singapore Agency Act 2016</i> (Act 24 of 2016).
“SSG Funding”	means funds disbursed by SSG on account of your conduct or provision of a Funded Course, but shall not be construed to include Qualifying Fees paid to you by SSG pursuant to an application to use SkillsFuture Credit.
“SSG-Funded Course”	means a course conducted or provided by you which receives course fees subsidies from SSG (excluding SkillsFuture Credit), and has either Funded Accredited Course Status, or Funded Non-Accredited Course Status.
“SSG IP”	means intellectual property belonging to SSG and may include (without limitation) copyright in documents or materials created or provided by SSG, and trademarks, logos, branding or designs belonging to SSG, whether or not incorporating the acronym "SSG" or the words "SkillsFuture Singapore Agency".

“TPQA”	means a holistic quality assurance assessment conducted by SSG to ensure Registered Training Providers who are offering SSG-Funded Courses adopt a systematic approach to implement good processes and training methods for industry relevant courses, supported by good administration and corporate governance, towards positive training outcomes.
“TMS Excluded Entity”	means any of the following entities which are not required to comply with the training management system (“TMS”) requirements: <ul style="list-style-type: none"> (i) Enterprises that are not offering training as a primary business but conduct in-house training to their own employees. These enterprises would rely on their HR system to manage their employees’ training and development needs; (ii) Government entities that are not offering training as a primary business but perform other functions such as community building. An example is SkillsFuture@PA courses offered by the Community Clubs; (iii) Overseas online courses providers who do not have a local office and are not registered with ACRA; and (iv) Training Providers offering SkillsFuture Credit – Only (SFC-only) courses supported by Ministry of Education (MOE)-funded institutions and public agencies.
“Trainee”	means a trainee who attends / has attended a Registered Course.
“Adult Educator”	in relation to Registered Courses, means an individual who: <ul style="list-style-type: none"> (i) Design and develops a curriculum; and/or (ii) conducts training; and/or (iii) conducts assessment(s).
“You”	shall refer to yourself, being a training provider who has entered into the Contract with SSG.

2.2 In this Contract, words denoting one gender include any other gender; words denoting the singular include the plural, and vice versa; words denoting persons include bodies corporate, unincorporated associations and partnerships and also their respective heirs, personal representatives, successors in title or permitted assigns; a reference to law includes references to any statute, act, regulation, rule, subordinate legislation, by-law, judgment and rule of common law or equity as revised, amended, supplemented or re-enacted from time to time; unless otherwise specified, a reference to "Singapore Dollar", "SGD", "S\$", "dollar", or "\$" is a reference to the lawful currency of the Republic of Singapore; and the headings in the Contract are inserted for convenience of reference and do not affect the interpretation of the Contract.

- 2.3 Further, in this Contract, the term “course” shall be construed to refer to:
- (a) a course of training (whether or not including or accompanied by assessment(s)); or
 - (b) an assessment.

3 Registered Training Provider Status

- 3.1 (a) You acknowledge and accept that, unless otherwise permitted by SSG, only Registered Training Providers can apply for Course Status from SSG, or have their courses listed on the Course Directory.
- (b) Notwithstanding Clause 3.1(a) above, you acknowledge and agree that, unless otherwise permitted by SSG, in order to apply for Registered Training Provider status, you must simultaneously apply for Course Status in respect of at least one of your courses.
- 3.2 Unless otherwise permitted, exempted or specified by SSG, to apply for Registered Training Provider status, you shall comply with the procedure, and fulfil any and all eligibility criteria, set forth in **Appendix B**.
- 3.3 While SSG will duly consider your application to become a Registered Training Provider (provided that it is duly and properly submitted), SSG shall have the sole and absolute discretion to approve or reject any such application. Without prejudice to the generality of the aforesaid, SSG may reject your application even if you have complied wholly with the requirements or contents set forth in **Appendix B**.
- 3.4 For as long as you remain a Registered Training Provider:
- (a) unless otherwise permitted, exempted or specified by SSG, you shall comply with the Marketing Guidelines, the contents of Circulars, and Section B of **Appendix B**;
 - (b) in the event that any information that you have provided to SSG for the purposes of applying to be a Registered Training Provider or for any Course Status ceases to be accurate or up to date, you shall within fourteen (14) calendar days notify SSG in writing of the same and provide the updated and accurate information;
 - (c) in addition to and without prejudice to the operation of Clause 3.4(b) above: -
 - (i) subject to SSG’s request, you shall within fourteen (14) calendar days furnish to SSG (in such form and through such mode as may be specified by SSG) details or information as requested by SSG concerning any of the Relevant Parties (such details may include, without limitation, NRIC / passport numbers, contact details, full names, roles and designations);
 - (ii) in the event that any detail or information that you have provided to SSG pursuant to Clause 3.4(c)(i) above ceases to be accurate or up to date, you shall within fourteen (14) calendar days provide to SSG the updated and accurate details or

information in writing and (if SSG specifies) in such form and through such mode as may be specified by SSG; and

- (iii) for each piece of information or detail that you provide to SSG pursuant to either Clause 3.4(c)(i) or Clause 3.4(c)(ii) above, you shall retain a copy of that information or detail for a period of three (3) years from the date of provision to SSG;
- (d) you shall notify SSG in writing of the occurrence of any of the following events within fourteen (14) calendar days of the date of occurrence: -
 - (i) any of your Directors, partners (where applicable), shareholders or management personnel being convicted of any offence punishable with imprisonment; and
 - (ii) the institution of any legal proceeding (civil or criminal) against you;
- (e) you must undergo and shall attain Grade 1 or Grade 2 for the TPQA conducted by SSG and such attainment is a condition for the continuance of SSG Funding under this Contract. This clause is only applicable to Registered Training Provider offering SSG-Funded Courses.

4 Application for Course Status

(This section does not apply to SkillsFuture Credit-only Training Providers)

- 4.1 To apply for Course Status, you shall, unless otherwise exempted, permitted or specified by SSG, comply with **Appendix C**. To be eligible to apply for a Course Status, you must, unless otherwise exempted, permitted or specified by SSG, satisfy any and all eligibility criteria assigned to that Course Status.
- 4.2 While SSG will duly consider your application for Course Status (provided that it is duly and properly submitted), SSG has the sole and absolute discretion to approve or reject any such application. Without prejudice to the generality of the aforesaid, SSG may reject your application even if you have complied wholly with the requirements or contents set out in **Appendix C**.
- 4.3 In respect of any Registered Course, you shall not make any changes to the course contents, title, fees, course duration, assessment method or delivery mode as may have been conveyed in the Course Status application unless prior written approval from SSG for such change(s) has been obtained (such written approval to be given or withheld at SSG's sole and absolute discretion).
- 4.4 Any Course Status conferred is personal to you and cannot be transferred to or used by any third party (including training providers or companies related to you). A Course Status will operate for such duration as may be determined by SSG at its sole and absolute discretion, and such duration of operation may be extended by SSG at its sole and absolute discretion.

5 Administration / Conduct of Registered Courses

(This section does not apply to SkillsFuture Credit-only Training Providers)

- 5.1 You shall ensure that, unless otherwise exempted, permitted, or specified by SSG, all your Registered Courses are conducted / provided and administered in a manner compliant with **Appendix D**. Further, where SSG stipulates other requirements (other than set out in **Appendix D**) applicable to the conduct, provision or administration of Registered Courses, you shall ensure that all your Registered Courses are conducted / provided and administered in a manner also compliant with such other requirements.
- 5.2 Save where the prior written approval of SSG is obtained, you shall not outsource any training for / conduct of any Registered Course, or engage any third party to provide or conduct any part of any Registered Course. Notwithstanding the aforesaid and anything else set out in this Contract, you may engage adjunct individuals to conduct training for a Registered Course under your name.
- 5.3 You shall ensure that the number of trainers and assessors engaged for the conduct of a Registered Course is no less than such number as may be required under **Appendix D**.
- 5.4 In respect of SSG-Funded Courses, you shall ensure that the fees you charge do not vary based on whether or not the Trainee in question can be the subject of SSG Funding, or give rise to your eligibility to seek SSG Funding.
- 5.5 You shall, unless otherwise exempted, permitted or specified by SSG, adopt e-attendance via SingPass for all course sessions conducted via the following modes of training:
- (i) Classroom-facilitated training; and
 - (ii) Synchronous e-learning.

The above also applies to any course run sessions conducted under (i) and (ii) training modes for blended learning courses.

6. **SSG Funding**

(Clause 6.1 to 6.3(a)-(f) does not apply to SkillsFuture Credit-only Training Providers)

- 6.1 The type / nature of SSG Funding you may receive is as described in **Appendix E**. Unless otherwise exempted, permitted, or specified by SSG, to seek or receive SSG Funding, you must comply with the procedures set out in, and other contents of, **Appendix E**, and fulfil the eligibility criteria set out in **Appendix E**. You acknowledge and accept that, under this Contract, only SSG-Funded Courses can be the subject of SSG Funding.
- 6.2 SSG will determine the amount of SSG Funding to be paid to you (if any) in a manner consistent with SSG's prevailing policies and funding rates and pay to you such determined amount (if any) on such terms as it may, in its sole discretion, decide. SSG's determination of such amount shall be final and binding.
- 6.3 Notwithstanding anything else set out in this Contract, SSG shall be entitled to:

- (a) withhold from you (without prior notice to you) payment of any SSG Funding for as long as SSG takes to verify or determine the amount of SSG Funding that should be paid to you;
- (b) withhold from you (without prior notice to you) payment of any SSG Funding for as long as SSG takes to conduct and complete any investigation, verification exercise, audit, inquiry or assessment with a view to finding out if you have breached any term of this Contract, or are liable to have any right or benefit, any Course Status, or your Registered Training Provider status terminated, varied or suspended, or are liable to have this Contract terminated, or have provided any inaccurate information to SSG;
- (c) withhold from you (without prior notice to you) payment of any SSG Funding for as long as and to the extent that you owe SSG any sum, whether under any agreement between you and SSG, or at law;
- (d) set- off against any SSG Funding or any other monies which would otherwise be paid to you, any sum which SSG determines to be owing from you to SSG, whether under this Contract, any other agreement between you and SSG, or at law;
- (e) refuse to pay you any SSG Funding sought by you in the event that you have failed to comply with any term of this Contract; and
- (f) decide (at its sole and absolute discretion) the method or mode of disbursing SSG Funding to you; without prejudice to the generality of the aforesaid, SSG shall be entitled to disburse SSG Funding to you by payment to your PayNow Corporate account referred to in Appendix E.

The operation of this Clause 6.3 shall survive the termination or expiry of this Contract without limit of period.

6A. SkillsFuture Credit

(This section will only apply to SkillsFuture Credit-only Training Providers)

6A.1 Notwithstanding anything else set out in this Contract, SSG shall be entitled to:

- (a) withhold from you (without prior notice to you) payment of any SkillsFuture Credit for as long as SSG takes to verify or determine the amount of SkillsFuture Credit that should be paid to you;
- (b) withhold from you (without prior notice to you) payment of any SkillsFuture Credit for as long as SSG takes to conduct and complete any investigation, verification exercise, audit, inquiry or assessment with a view to finding out if you have breached any term of this Contract, or are liable to have any right or benefit, any Course Status, or your Registered Training Provider status terminated, varied or suspended, or are liable to have this Contract terminated, or have provided any inaccurate information to SSG;

- (c) withhold from you (without prior notice to you) payment of any SkillsFuture Credit for as long as and to the extent that you owe SSG any sum, whether under any agreement between you and SSG, or at law;
- (d) set- off against any SkillsFuture Credit or any other monies which would otherwise be paid to you, any sum which SSG determines to be owing from you to SSG, whether under this Contract, any other agreement between you and SSG, or at law;
- (e) refuse to pay you any SkillsFuture Credit sought by you in the event that you have failed to comply with any term of this Contract; and
- (f) decide (at its sole and absolute discretion) the method or mode of disbursing SkillsFuture Credit to you; without prejudice to the generality of the aforesaid, SSG shall be entitled to disburse SkillsFuture Credit to you by payment to your PayNow Corporate account which allows for payment to be made to you with your UEN.

The operation of this Clause 6A.1 shall survive the termination or expiry of this Contract without limit of period.

6B Course Directory

6B.1 You acknowledge and agree that:

- (a) SSG operates the Course Directory;
- (b) during the term of operation of your Registered Training Provider status, SSG shall be entitled, from time to time, to list and delist courses conducted or provided by you on / from the Course Directory;
- (c) individuals will be able to apply to SSG to use SkillsFuture Credit to pay for any Listed Course; and
- (d) SSG makes no promise, warranty or representation whatsoever that any Qualifying Fees will be paid to you by SSG or any other person.

6B.2 You shall promptly update SSG in writing of the following types of changes:

- (a) change of the name of any Listed Course;
- (b) change of fees charged for any Listed Course;
- (c) cessation of the provision or conduct of any Listed Course; and
- (d) such other types of changes pertaining to Listed Courses as may be notified by SSG to you from time to time.

6C Listed Courses

- 6C.1 Where an Applicant seeks to register for a Listed Course with you, you shall immediately ascertain from the Applicant if he will be applying to use SkillsFuture Credit for the purposes of paying the Qualifying Fees (or any part thereof) for the Listed Course. Further, immediately upon registration, you shall furnish the Applicant with documentation showing:
- (i) the date of commencement of the run of the Listed Course registered for;
 - (ii) if the Applicant has indicated that he would be applying to use SkillsFuture Credit for the purposes of paying the Qualifying Fees (or any part thereof), the amount of SkillsFuture Credit the Applicant has indicated he would apply to use for such purposes; and
 - (iii) the balance of the Qualifying Fees to be paid by the Applicant directly.
- 6C.2 You shall not express, in any invoice or bill to an Applicant, any of the Excluded Fees as 'Course Fees', 'Certification Fees' or 'Assessment Fees'.
- 6C.3 Subject to Clause 6C.4, in respect of any run of a Listed Course, where the Applicant has indicated that he would be applying to use SkillsFuture Credit for the purposes of paying the Qualifying Fees (or any part thereof), you shall (1) check the application status of such Applicant to use his SkillsFuture Credit in your claim report or such other equivalent platform as informed to you by SSG from time to time and (2) not collect from him any amount of Qualifying Fees meant to be paid using SkillsFuture Credit, unless:
- (i) by the date of commencement of the run of the Listed Course, SSG's approval of the Applicant's application to use SkillsFuture Credit has not been obtained;
 - (ii) the Applicant's application to use SkillsFuture Credit has been cancelled by the Applicant/you or rejected by SSG; or
 - (iii) the amount of SkillsFuture Credit approved for use is less than the amount of SkillsFuture Credit the Applicant has indicated he would apply to use for the purposes paying the Qualifying Fees (in which case, you may collect the monetary equivalent of the difference).
- 6C.4 Notwithstanding Clause 6C.3, if by the date of commencement of the run of a Listed Course, SSG has yet to determine the outcome of an application status and further clarification is required from you by SSG to determine the application status of an Applicant, you shall not collect from the Applicant any amount of Qualifying Fees meant to be paid using SkillsFuture Credit. You shall check the application status of such Applicant from time to time and if the application status of such Applicant to use his SkillsFuture Credit is rejected or such rejection is otherwise informed to you by SSG, you may collect the Qualifying Fees meant to be paid using SkillsFuture Credit from such Applicant.
- 6C.5 If an Applicant submits an application to use his SkillsFuture Credit for the purposes of paying the Qualifying Fees after the date of commencement of the run of a Listed Course, you shall check the application status of his application in your claim report or such other equivalent platform as informed to you by SSG in writing from time to time and upon approval of such application by SSG, do any of the following:

- (i) if you have already collected any Qualifying Fees from such Applicant, you shall immediately refund to the Applicant such amount of Qualifying Fees that is to be paid using SkillsFuture Credits within one (1) month of SSG's approval of such Applicant's application; or
- (ii) if you have not collected from the Applicant any Qualifying Fees, you shall not collect from him the amount of Qualifying Fees meant to be paid using SkillsFuture Credit.

6C.6 You undertake that the amount of Qualifying Fees you charge will not vary based on whether or not an Applicant applies / seeks to apply to use SkillsFuture Credit to pay the Qualifying Fees.

6C.7 You shall not:

- (a) pay any Applicant any monies on account of any Qualifying Fees you receive / have received from SSG pursuant to the Applicant's application to use SkillsFuture Credit; or
- (b) enter into any agreement or arrangement with any Applicant for such payment.

6C.8 Subject to Clause 6C.9 below, where an Applicant:

- (a) has cancelled his registration or enrolment for the run of a Listed Course for which he had applied to use SkillsFuture Credit to pay any Qualifying Fees;
- (b) does not attend, on the date of commencement, the run of a Listed Course for which he had applied to use SkillsFuture Credit to pay any Qualifying Fees and which is not an Asynchronous Run (as defined in Clause 6E.1 below);
- (c) does not access, within fourteen (14) calendar days after the date of commencement, the webspace or portal where he/she is meant to have his / her first training session / lesson under the run of a Listed Course for which he had applied to use SkillsFuture Credit to pay any Qualifying Fees and which is an Asynchronous Run; or
- (d) did not register or enrol for, the run of a Listed Course for which he had applied to use SkillsFuture Credit to pay any Qualifying Fees,

you shall, unless otherwise informed to you by SSG, within twenty-one (21) calendar days after cancellation of registration or enrolment as described in (a) above, or within twenty-one (21) calendar days after the Applicant's failure to attend, access, register, or enrol as described in (b) to (d) above, return to SSG any Qualifying Fees you have received from SSG as a result of such application.

6C.9 In the event that:

- (a) the date of commencement of the run of a Listed Course for which the Applicant had applied to use SkillsFuture Credit to pay Qualifying Fees has been postponed to a date falling within fourteen (14) calendar days after the original date of commencement of the run ("**Postponed Run**") in accordance with the provisions of Clause 6D.1 below;

- (b) the Applicant attends the Postponed Run on the (postponed) date of commencement or, specifically in the case of an Asynchronous Run, accesses the webspace or portal as described in Clause 6C.8(c) above within fourteen (14) calendar days after the (postponed) date of commencement; and
- (c) you have obtained from the Applicant a prior written confirmation (prior to the original date of commencement of the run) that he would not be withdrawing his application to use SkillsFuture Credit(s) to pay the Qualifying Fees and that he would use the SkillsFuture Credit(s) instead for the purposes of the Postponed Run,

Clause 6C.8 above shall not operate to require you to return to SSG Qualifying Fees.

6D. Applications to Use SkillsFuture Credit and Cancellations of Runs

6D.1 In the event that you cancel, or change the date of commencement of, a run of a Listed Course, you shall furnish all Applicants registered for that run with prior written notice of such cancellation or change of date at least three (3) calendar days prior to the revised date or original date of commencement of that run, whichever is earlier.

6D.2 You shall not under any circumstance submit any application for use of SkillsFuture Credit for or on behalf of any Applicant.

6D.3 (a) Subject to Clause 6D.3(b) below, you shall not in any way influence an Applicant in his choice of whether to submit or cancel his application for use of SkillsFuture Credit, or as to the amount of SkillsFuture Credit to use.

(b) Marketing, publicising or promoting a Listed Course in a manner complying with the Marketing Guidelines and other provisions of this Contract shall not, on its own, be deemed to be the influencing of an Applicant in the manner described in Clause 6D.3(a) above.

6E Asynchronous Runs

6E.1 For the purposes of Clause 6C above: -

(a) an “**Asynchronous Run**” shall refer to a run of a Listed Course to be commenced online where there is no scheduled date on which Applicants are required to attend their first training session / lesson; and

(b) in respect of an Asynchronous Run specifically, the “**date of commencement**” shall refer to the earliest date on which the Applicant is able to gain online access to the webspace or portal where he/she is meant to have his / her first training session / lesson (e.g. the date on which the Applicant is given the necessary online user ID and password),

and “**Asynchronous**” will be construed accordingly.

6F. Asynchronous e-learning course

- 6F.1 SSG Funding per Registered Course delivered in full asynchronous e-learning mode (“**Asynchronous E-learning Course**” and collectively “**Asynchronous E-learning Courses**”), not including Registered Courses funded by way of “**Course Fee Grant(s)**” under any other agreement/contract between the Registered Training Provider and SSG (aside from the Contract), will be limited to the first 350 training places (the “**Training Cap**”) taken up by Singapore Citizens, Permanent Residents or Long-Term Visit Pass-plus Holders. The Training Cap of 350 training places applies regardless of the number of course runs throughout the validity of the course approval. If you exceed the Training Cap for an Asynchronous E-learning Course, SSG shall not be required to provide any further SSG Funding to you for such Asynchronous E-learning Course. For the avoidance of doubt, an Applicant will still be able to use SkillsFuture Credit to offset Qualifying Fees regardless of the training places.
- 6F.2 To illustrate the application of Clause 6F.1 above, if you receive SSG Funding for 350 Singapore Citizens, Permanent Residents or Long-Term Visit Pass-plus Holders in the first run of an Asynchronous E-learning Course, no further SSG Funding will be provided for further runs of the same Asynchronous E-learning Course.
- 6F.3 This Training Cap per Asynchronous E-learning Course will apply to courses which start on or after 1 January 2022, regardless of the Trainee enrolment date.
- 6F.4 Notwithstanding the foregoing provisions in Clause 6F, you are required to charge all Trainees who are Singapore Citizens, Permanent Residents or Long-Term Visit Pass-plus Holders attending the same Asynchronous E-learning Course (regardless of the number of course runs of such Asynchronous E-learning Course and whether such Trainee falls within the Training Cap) the same amount. To illustrate the application of Clause 6F.4, a Trainee who attends an Asynchronous E-Learning Course and does not fall within the Training Cap (such Trainee has taken up a training place after the first 350 training places) should be charged the same amount as a Trainee who has attended the same Asynchronous E-learning Course within the Training Cap (such Trainee has taken up one of the first 350 training places) that you are entitled to obtain SSG Funding. This requirement shall apply for all course runs throughout the validity of the course approval, so long as the Asynchronous E-learning Course is a Registered Course.

7 Retention of Documents

- 7.1 Unless otherwise decided by SSG, you shall obtain the following records / information, and retain them for the following respective durations:
- a) from the time of engagement until the expiry of three (3) years after the completion of any run of a Registered Course, the full names, last four (4) alphanumeric characters of NRIC / passport numbers, e-mail addresses and nationalities of trainers and assessors engaged for that run of the Registered Course, as well as copies of their academic certificates and transcripts relevant to their engagements, and such other information or details as may be notified by SSG from time to time pertaining to the trainers and assessors;
 - b) for a period of three (3) years after the completion of any run of a Registered Course, the full names, last four (4) alphanumeric characters of NRIC / passport numbers, mobile telephone numbers, e-mail addresses, and nationalities of the Trainees for that run of

- the Registered Course, copies of your agreements with them, and copies of their assessment records for that run;
- c) for a period of three (3) years after the completion of any run of a Registered Course, copies of invoices and receipts issued for fees for that run of the Registered Course, and bank statements showing the receipt of such fees;
 - d) for a period of three (3) years after the completion of any run of a Registered Course, records of electronic payments, including but not limited to PayNow, PayLah!, credit cards, cheque, GIRO and electronic bank and such records must contain identifiable information relating to whether the payment for a Registered Course is received and who made such payment;
 - e) for a period of three (3) years after the completion of any run of a Registered Course, records of the times, dates and venues of conduct of that run, identities of the trainers and assessors for that run, title of the Registered Course, and copies of any marketing materials published or used for the Registered Course; and
 - f) for a period of three (3) years after the commencement of each run of a Listed Course: -
 - (i) copies of all documentation that is required under this Contract to be furnished by you to Applicants for that run;
 - (ii) documentation showing any payment of Qualifying Fees made directly to you by Applicants for that run; and
 - (iii) records of the full names and last four (4) alphanumeric characters of NRIC numbers of all Applicants for that run; and
 - (iv) attendance records signed, acknowledged or submitted by the Applicants and trainers and assessors for that run, such attendance records to state clearly the Listed Course title, the duration of that run (including the start and end dates), and the dates and timings (being the start and end times) of each training session / lesson in that run. Clause 7.1(f)(iv) will not apply to courses where you have adopted e-attendance via SingPass for such courses;
 - g) for a period of three (3) years after the completion of any run of a Registered Course, attendance records signed, acknowledged or submitted by the Trainees, trainers and assessors for that run, ensure that such attendance records state clearly the Registered Course title, the duration of that run (including the start and end dates), and the dates and timings (being the start and end times) of each training session / lesson in that run. Clause 7.1(g) will not apply to courses where you have adopted e-attendance via SingPass for such courses as set out in SSG CIRCULAR/PID/2023/1 or such other Circular(s) or document published in lieu thereof;
 - h) e-attendance via SingPass shall be the only acceptable proof of attendance for all SSG's purposes for courses delivered via classroom training and/or synchronous e-learning. Subject to properly notifying the Trainees of the use of video recordings, you may continue to use video recording at your own discretion and for your own purpose, for

example, as part of your Learning Management System. Notwithstanding the foregoing in Clause 7.1(h), in exceptional circumstances that is out of your control, SSG will exercise reasonable judgement in determining the attendance of a training session/lesson for such affected period; and

- i) for synchronous e-learning course(s) that were conducted before a Registered Training Provider (with the exception of SkillsFuture Credit-only Training Providers) adopted e-attendance via SingPass, such Registered Training Provider is required to retain the full video recordings of such course(s), for at least three (3) years after completion of that training session(s) / lesson(s), or final disbursement by SSG out of the funding package, whichever is later.

7.1A In relation to the records/information referred to in Clause 7.1, you shall furnish such information, documents, records, recordings or copies to SSG within fourteen (14) calendar days of SSG's request. For the avoidance of doubt, your obligation to retain and furnish such information, documents, records, recordings or copies shall survive the termination of this Contract or your Registered Training Provider status.

7.1B Further, if requested by SSG, you shall submit, in respect of each Trainee who attended such run as may be specified by SSG of a SSG-Funded Course or Listed Course, the following information onto the Training Partners Gateway before the end of that run:

- (a) the full name, last four (4) alphanumeric characters of NRIC / passport number, mobile telephone number, and e-mail address of the Trainee;
- (b) the title and reference number (assigned by SSG) of the SSG-Funded Course or Listed Course attended by the Trainee; and
- (c) the start and end dates of the run of the SSG-Funded Course or Listed Course attended by the Trainee.

7.2 The attendance records mentioned in Clause 7.1 above must comply with the following requirements:

- (a) Attendance must be recorded for each training session / lesson, either by electronic acknowledgment or submission, or physical signature, of the trainers and assessors and Trainees / Applicants (where applicable). Such electronic acknowledgment or submission, or physical signature, must be made or given only on the date of the training session / lesson and on no other date.
- (b) Where the training session / lesson is an assessment or examination session, the attendance record for that training session / lesson must expressly state so.

7.3 For the avoidance of doubt, 'training session' or 'lesson' for the purposes of this Clause 7 shall be construed to include assessment or examination sessions.

8 SSG's Rights

8.1 For as long as you remain a Registered Training Provider, SSG shall be entitled, without prior notice to you, to inspect the premises used to conduct Registered Courses or Listed Courses and / or observe in person the conduct of any run of any Registered Course or Listed Course. Such inspections and observations may be carried out during your usual hours of operation, and may be carried out at such frequency, and last for such durations, as deemed appropriate by SSG. You shall procure for and grant to SSG the necessary access and permissions, and render all necessary co-operation, to enable SSG to carry out such inspections or observations.

8.2 For as long as you remain a Registered Training Provider and for three (3) years thereafter, whenever SSG seeks to:

(a) verify any information / documentation submitted by you pursuant to this Contract or determine the amount of SSG Funding or Qualifying Fees that should be / have been paid to you; or

(b) conduct any investigation, verification exercise, audit, inquiry or assessment with a view to finding out if you have breached any term of this Contract, or are / were liable to have any right or benefit, any Course Status, or your Registered Training Provider status terminated, varied or suspended, or are / were liable to pay or refund to SSG any monies (for the avoidance of doubt, this includes, without limitation, Qualifying Fees), or are / were liable to have this Contract terminated, or have provided any inaccurate information to SSG,

(collectively the "**Investigative Purposes**")

(i) you shall provide to SSG such information or documentation as SSG may request for the Investigative Purpose; further, if SSG states that it requires any of the Relevant Parties (whether former or present) or your Related Organisation(s) (whether former or present) or Trainees (whether former or present) or other persons / entities deemed by SSG to be related to you whether currently or formerly to provide information or documentation to SSG for any Investigative Purpose, you shall procure that such person or entity provides to SSG the information or documentation sought by SSG through such mode and in such manner as may be reasonably specified by SSG (this may include attendance in person at interviews and provision of statements); and

(ii) SSG shall be entitled to enter, without prior notice to you, your place of business during your usual operating hours to inspect and / or make copies of the information, documents, records, recordings or copies mentioned in Clause 7.1 above.

For the avoidance of doubt, the operation of this Clause 8.2 shall survive the termination of this Contract and your Registered Training Provider status.

8.3 SSG shall be entitled to recover from you all monies (including, without limitation, Qualifying Fees) paid to you pursuant to this Contract in any of the following circumstances:

- (a) where you have breached any term of this Contract;
- (b) where you or any of the Relevant Parties are / is found to have provided any false, incomplete or inaccurate information or document(s) to SSG, or found to have suppressed any material fact or information, for the purposes of, or in connection with, this Contract (this may include, without limitation, false or inaccurate information provided to SSG for the purposes of seeking SSG Funding, applying of Registered Training Provider status, or applying for Course Status); and
- (c) where SSG has terminated this Contract, or suspended or terminated any Course Status, Registered Training Provider status, or any other right or benefit granted to you under this Contract, pursuant to Clause 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(k), 13.1(o) or 13.1(p).

The operation of this Clause 8.3 shall survive the termination of this Contract or your Registered Training Provider status without limit of period.

- 8.4 In the event that SSG discovers at any time that it has paid out to you any monies (for the avoidance of doubt, this includes, without limitation, Qualifying Fees) either mistakenly or under circumstances in which you were not entitled to be paid the monies, you shall upon SSG's written demand, repay to SSG such monies paid to you. The operation of this Clause 8.4 shall survive the expiry or termination of this Contract without limit of period.

9 Assignment, Sub-contracting or Delegation to Third Parties

- 9.1 You shall not be entitled to assign any right or benefit, or transfer, delegate or subcontract any obligation or duty, under this Contract to any third party without SSG's prior written consent and such written consent will be given or withheld at SSG's sole and absolute discretion.
- 9.2 In the event SSG consents to your appointment of a subcontractor or delegation of any duty or obligation to a third party, the following terms shall apply:
- a) You shall contract with the subcontractor or third party at your own expense and in your own name and capacity, and not on behalf, or as agent, of SSG.
 - b) You shall remain liable to SSG for the performance of your obligations and duties under the Contract and for all acts and omissions of such subcontractor or third party.
 - c) You shall be solely liable for all payments due to such subcontractor or third party (including GST) and shall make such payments promptly and without any demand, set-off, or deduction whatsoever.
 - d) You shall be solely responsible for the supervision of such subcontractor or third party and for the proper and timely provision of any goods or services by such subcontractor or third party.

e) You shall be solely responsible for all claims made by such subcontractor or third party and any disputes or differences arising out of or in connection with any contract between you and such subcontractor or third party.

9.3 SSG shall be entitled to assign any of its rights or benefits, and transfer, delegate or subcontract any of its obligations or duties, under this Contract to any third party decided by SSG (in its sole and absolute discretion). Further, in the event that SSG seeks to novate this Contract, you shall consent to such novation and execute such novation agreement with terms as may reasonably be determined by SSG.

10 Confidentiality

10.1 Unless the prior written consent of SSG is obtained for disclosure (such consent to be given or withheld by SSG in its sole and absolute discretion), you shall keep secret and confidential, and shall not disclose to any third party, any and all information, data, plans, specifications, reports, accounts or other documents or things provided by or obtained from SSG pursuant to the Contract which has / have been identified as being confidential or which, due to their nature, are clearly confidential ("**Confidential Information**").

10.2 Without prejudice to the obligations imposed on you under Clause 10.1 above, you shall take or cause to be taken all measures and precautions as may be necessary to maintain secrecy and confidentiality and to prevent disclosure of Confidential Information, including obtaining confidentiality agreements from employees, agents or subcontractors. Where required by SSG, you shall ensure that such confidentiality agreements contain such terms and be in such forms as may be specified by SSG. You shall at your own expense take such steps as SSG may reasonably direct in order to enforce or restrain any breach of such confidentiality agreements.

10.3 The provisions of this Clause 10 shall not apply to information:

- a) that is already known to you prior to the date of provision by SSG or your obtaining from SSG;
- b) that at the time of disclosure by you is already in the public domain otherwise than by reason of breach of this Contract by you or any other duty of confidentiality by you; or
- c) that you are required to disclose pursuant to an order of court or under law.

10.4 Further, you acknowledge and agree that Confidential Information provided by or obtained from SSG may be covered by the *Official Secrets Act 1935* and that any breach of confidentiality by you may render you liable to prosecution under the said Act.

11 Publicity and Disclosure

- 11.1 You shall seek SSG's prior written consent (to be given or withheld at SSG's sole and absolute discretion) before the release of any press release(s) regarding any relationship between you and SSG arising out of the Contract.
- 11.2 SSG shall be entitled to disclose (without prior notice or liability to you and for any reason whatsoever):
- (a) the contents of any application you submit to SSG; and
 - (b) any information provided by you to SSG in connection with, for the purposes of, or pursuant to this Contract,
- to such third parties as SSG may deem appropriate. This may include (without limitation) SSG's appointed accreditation or assessment bodies, sponsoring organisations, SSG's auditors, legal advisors and other professional service providers, any contractor, agent or third party appointed or engaged by SSG to maintain, enhance or repair SSG's computer system(s), or perform any of its (SSG's) obligations or activities contemplated to be performed by SSG under this Contract, the Government of the Republic of Singapore, and other statutory boards.
- 11.3 Further, SSG shall be entitled to disclose (without prior notice or liability to you and for any reason whatsoever) to the public and such third parties as it (SSG) may deem appropriate that you have applied for or been granted any right or benefit (for the avoidance of doubt, this includes any status) under the Contract. SSG shall also be entitled to (without prior notice or liability to you and for any reason whatsoever) make such disclosure, publication or announcement through such medium and in such manner as it may deem fit regarding the expiry, suspension, variation or termination of the Contract or of any right or benefit granted to you under the Contract.
- 11.4 Further, if SSG reasonably forms the view that you have breached any term of this Contract, SSG shall be entitled to publish or communicate (without prior notice or liability to you), in such media and manner (including publication on any website operated by SSG) and to such person(s) as it (SSG) deems fit, information and / or particulars concerning the breach (suspected or actual). For the avoidance of doubt, you shall have no claim (whether based on tort, defamation or otherwise) whatsoever against SSG in connection with such publication or communication.

12. Force Majeure

- 12.1 Neither party shall be liable for any failure to perform its obligations under the Contract if the failure results from causes beyond its reasonable control (including without limitation acts of God, civil or military authority, civil disturbance, wars, strikes, fires or other catastrophes). The affected party shall resume its obligations as soon as the event occasioning the failure ceases or abates.
- 12.2 If the effect of any such event shall continue for a period exceeding three (3) months, SSG may at any time thereafter upon giving you written notice terminate the Contract or terminate, suspend or vary any status, right or benefit granted to you under the Contract without liability or compensation to you.

13. Suspension, Termination and Amendment

13.1 SSG shall be entitled to terminate this Contract, or suspend, terminate or vary any Course Status or Listed Course, Registered Training Provider status, or any other right or benefit granted to you under this Contract, forthwith by way of written notice to you in any of the following events:

- a) you have breached any term of this Contract;
- b) any warranty or representation provided by you under this Contract is found to be inaccurate or untrue;
- c) a criminal complaint or police report has been lodged against you or any of the Relevant Parties or a complaint has been lodged with the Consumers Association of Singapore against you or any of the Relevant Parties or there exists criminal investigations or proceedings relating to you or any of the Relevant Parties;
- d) you or any of the Relevant Parties have/has been charged with an offence under any Singapore law;
- e) in the sole opinion of SSG you or any of the Relevant Parties are / is guilty of moral turpitude or have / has made statements or conducted yourself / himself / herself / itself in a manner that is prejudicial to the reputation or interests of SSG;
- f) in the sole opinion of SSG you or any of the Relevant Parties have / has made any statements or engaged in any conduct which brings or is likely to bring into disrepute the name and/or reputation of SSG or is abusive of SSG's staff, contractors and/or resources;
- g) you or any of the Relevant Parties use or permit(s) the use of the SSG IP or any right or benefit (for the avoidance of doubt, this includes any status) granted under the Contract in a manner inconsistent with the Contract or which, in the sole opinion of SSG, is or might be prejudicial to the interests of SSG;
- h) you fail to pay any sum due to SSG by its due date (whether such debt arises under this Contract or otherwise);
- i) you suspend or cease, or threaten to suspend or cease, your business or the conduct of any activity in respect of which you have been granted a status or other right or benefit under this Contract;
- j) there is a change in your ownership, shareholders, Directors, partners or management personnel;
- k) there exists any circumstance which, in SSG's sole opinion, renders you unable to comply with the Contract or any part thereof, or renders the Contract inconsistent with the objects and purposes of the *SkillsFuture Singapore Agency Act 2016*, the *Skills Development Levy Act 1979*, the *Lifelong Learning Endowment Fund Act 2001*, or any other applicable / relevant law;

- l) you become or threaten to become or are in jeopardy of becoming subject to any form of bankruptcy or insolvency administration, or go into liquidation (except for members' voluntary liquidation pursuant to reconstruction, amalgamation or reorganisation) or make any arrangement or composition with your creditor(s) or have a receiver appointed over all or any part of your assets or take or suffer any similar action in consequence of debt;
- m) you or any of the Relevant Parties breach / breaches or threaten to breach any term of any other contract entered into with SSG;
- n) the institution of any legal proceedings against you or any of the Relevant Parties which SSG believes may have a material adverse impact on your business operations;
- o) you or any of the Relevant Parties have/has submitted any false, inaccurate or incomplete information or document(s) to SSG, or you or any of the Relevant Parties have/has suppressed any material fact or information, in connection with or for the purposes of this Contract;
- p) in the sole opinion of SSG, you or any of the Relevant Parties or any of your Related Organisation(s) have / has violated the objective or spirit of the funding scheme under which monies (including, without limitation, Qualifying Fees) have been, or are expected to be, given to you by SSG under this Contract;
- q) there have been no Trainees / Applicants registered or enrolled in any of your Registered Courses or Listed Courses for the immediately preceding twelve (12) months;
- r) you fail to undergo or comply with any organisation and course quality assessments, such as but not limited to: (i) the TPQA when called for by SSG and obtain the minimum quality grade in Clause 3.4(e), (ii) failure to submit documentation for the assessment by the stipulated timeline;
- s) an application for striking off or winding up has been made against you by any person under the Companies Act 1967 or Insolvency, Restructuring and Dissolution Act 2018;
- t) SSG has reasonable grounds to believe that an application for striking off or winding up will be made against you by any person under the *Companies Act 1967* or *Insolvency, Restructuring and Dissolution Act 2018*;
- u) an application is made for you to be placed under judicial management and for the appointment of a judicial manager; and/or
- v) SSG has reasonable grounds to believe that an application is made for you to be placed under judicial management and for the appointment of a judicial manager.

13.2 SSG shall be entitled to amend or supplement this Contract from time to time, and without requiring consideration you shall immediately be bound by such amended or supplemented version of the Contract from the time it is published on <https://www.skillsfuture.gov.sg> or

such other website that SSG operates in lieu thereof, or from the time it is notified to you by SSG, whichever is earlier. Without prejudice to the generality of the aforesaid, SSG may amend the contents of the appendices to these Terms from time to time. It shall be your responsibility to check the relevant website to acquaint yourself with such amended or supplemented versions of the Contract. Any payment of, or your seeking of, SSG Funding shall be governed by the latest version of the Contract.

- 13.3 SSG may terminate this Contract, or terminate, vary or suspend any right or benefit (for the avoidance of doubt, this includes any status) granted to you, without cause or reason by giving to you one (1) month's prior written notice to that effect. You may terminate this Contract without cause or reason by giving to SSG one (1) month's prior written notice to that effect.
- 13.4 You may, at SSG's sole and absolute discretion, be required to show cause as to why the Contract, or any status or other right or benefit granted to you, should not be suspended, terminated or varied. If you fail to show sufficient cause within the time stipulated by SSG, SSG shall be entitled to proceed with the suspension, termination or variation. SSG shall have the sole and absolute discretion to determine whether you have shown sufficient cause.

14 Effect of Suspension or Termination

- 14.1 Upon the termination of this Contract for any reason, you shall:
- a) immediately cease the use of the SSG IP, and cease to hold yourself or your activities out as having been granted any right or benefit, or conferred any status, by SSG; and
 - b) within fourteen (14) calendar days, return to SSG all documents and other materials provided by SSG pursuant to this Contract (this may include, without limitation, labels and decals bearing SSG IP), or destroy the same if directed by SSG.
- 14.2 Upon suspension of any Course Status or Listed Course, where the course is suspended ("**Suspended Course**"), SSG shall be entitled to refuse (without providing any reason) payment to you of SSG Funding or SkillsFuture Credit claims sought by you in respect of the Suspended Course. Further, during the period of suspension:
- (a) you shall not be entitled to seek, or receive, SSG Funding in respect of the Suspended Course or your conduct / provision thereof;
 - (b) you shall not, in any way, represent the Suspended Course as being conferred with the Course Status or Listed Course or use any SSG IP for the purposes of the Suspended Course; and
 - (c) any other right or benefit connected with the Course Status or Listed Course which would otherwise have accrued / be given to you shall be deemed suspended.
- 14.2A Upon termination of any Course Status or Listed Courses:
- (a) where the course in respect of which the Course Status is terminated ("**Terminated Course**") was a SSG-Funded Course, you shall no longer be entitled to seek, or receive, SSG Funding in respect of the Terminated Course or your conduct / provision thereof, and SSG

shall be entitled to refuse (without providing any reason) payment to you of SSG Funding sought by you in respect of the Terminated Course;

(b) you shall not, in any way, represent the Terminated Course as being conferred with the Course Status or use any SSG IP for the purposes of the Terminated Course; and

(c) any other right or benefit connected with the Course Status which would otherwise have accrued / be given to you shall be deemed terminated.

14.3 Upon suspension of your Registered Training Provider status, during the period of suspension:

(a) all Course Status or Listed Courses conferred on your courses or otherwise for your benefit shall be deemed suspended (and Clause 14.2 above shall apply accordingly) and you shall not use any SSG IP for any purpose whatsoever;

(b) you shall not be eligible to apply for any Course Status or list your course on MySkillsFuture;

(c) any other right or benefit connected with the Registered Training Provider status which would otherwise have accrued / be given to you shall be deemed suspended; and

(d) notwithstanding the suspension and anything else set out in this Contract, SSG shall still be entitled to, from time to time, list and delist courses conducted or provided by you on / from the Course Directory.

14.3A Upon termination of your Registered Training Provider status:

(a) all Course Status or Listed Courses conferred on your courses or otherwise for your benefit shall be deemed terminated (and Clause 14.2A above shall apply accordingly) and you shall not use any SSG IP for any purpose whatsoever;

(b) you shall no longer be eligible to apply for any Course Status or Listed Courses; and

(c) any other right or benefit connected with the Registered Training Provider status which would otherwise have accrued / be given to you shall be deemed terminated.

14.4 For the avoidance of doubt, any suspension of Course Status or Listed Courses or Registered Training Provider status shall not operate to prejudice or affect SSG's rights against you (whether under this Contract or at law) or your obligations owed to SSG.

14.5 Any suspension shall remain in effect for such period as may be specified by SSG (in its sole and absolute discretion), and may be extended from time to time as decided by SSG.

15 Warranties

15.1 You represent, warrant and undertake to SSG that:

a) Where any application or information has been submitted to SSG online, or any transaction with SSG has been performed online, using your online account or password (whether or not such online account or password was given / assigned to you by SSG) or using any application programming interface given to you by SSG or obtained by you from SSG, the person who has submitted the application or information, or performed the transaction, is authorised to act on your behalf and bind you.

- b) You have the right, power, capacity and authority to enter into this Contract, perform your obligations thereunder, submit any application or seek SSG Funding thereunder, provide information to SSG as required under the Contract, and accept any benefit, status or SSG Funding given under the Contract.
- c) Any and all information and documents you submit to SSG will be true, accurate, genuine and complete, and you will not suppress any material fact(s) or information.
- d) You will promptly notify SSG in writing of any changes whatsoever that may affect your eligibility for any right, benefit or status granted to you under the Contract.

16 Release and Indemnity

- 16.1 You shall indemnify, hold harmless and (at the option of SSG) defend SSG and its agents, Directors, officers, employees, successors, assigns and representatives from and against any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including all legal fees and expenses) and other liabilities arising (directly or indirectly) from or in connection with:
- (a) any breach or alleged breach by you of any term (including any warranty and representation) of, or obligation under, this Contract;
 - (b) any act, neglect or omission by you or any of the Relevant Parties;
 - (c) any use by you or any of the Relevant Parties of SSG IP in a manner not consistent with this Contract or with law; or
 - (d) any dispute between you and third parties arising out of or in connection with any of the matters referred to in subclauses (a) to (c) above.

17 General

- 17.1 This Contract shall enure to the benefit of and be binding upon the parties to this Contract and their respective successors in title or assigns as the case may be.
- 17.2 A waiver (whether expressed or implied) by a party of any term of, or obligation under, this Contract, or of any breach or default by the other party in performing this Contract, shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of the terms of this Contract not waived or from acting on any subsequent breach or default by the other party.
- 17.3 If part or all of any term of this Contract is illegal, invalid or unenforceable, it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable. The invalidity, illegality or unenforceability of any term of this Contract shall not affect the validity, legality and enforceability of the remaining terms of the Contract.
- 17.4 Nothing in the Contract shall be deemed to create any joint venture, partnership, employer-employee, principal-agent relationship or fiduciary relationship of any kind between you and

SSG. Neither party shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other party.

- 17.5 A person who is not a party to this Contract has no right under the *Contracts (Rights of Third Parties) Act 2001* to enforce any term of the Contract. Notwithstanding the above, SSG's agents, Directors, officers, employees, successors, assigns and representatives shall have the right to enforce Clause 16.1 of this Contract.
- 17.6 This Contract shall be governed by Singapore law and the parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.
- 17.7 This Contract constitutes the entire agreement between SSG and you with respect to its subject matter. This Clause 17.7 shall be construed and operate subject to Clause 17.13 below.
- 17.8 For the avoidance of doubt: -
- (a) it shall be your sole responsibility to comply (at your own cost and expense) with the *Personal Data Protection Act 2012* (where applicable) when performing your obligations or activities under this Contract; and
 - (b) upon termination of this Contract, any and all Registered Training Provider status and Course status conferred on you or in respect of your courses shall cease without reference or notice to you.
- 17.9 Provisions of this Contract which either are expressed to survive its termination, or based on their nature or context are meant to survive such termination, shall remain in full force and effect notwithstanding such termination. Notwithstanding the aforesaid, the operation of Clauses 6C.7, 6C.8, 9.1, 9.3, 10, 11, 16, 17.6 and 17.10 herein shall survive the termination of this Contract without limit of period.
- 7.10 SSG shall not be liable to you for any loss, damage, costs or expense of any nature whatsoever incurred or suffered by you in connection with or arising under this Contract. This Clause 17.10 operates to the full extent permitted by law.
- 17.11 The obligations imposed on you under this Contract are in addition to, and not intended to prejudice or diminish, any other obligation(s) imposed on you under any other agreement you have with SSG. This Clause 17.11 shall be construed and operate subject to Clause 17.13 below.
- 17.12 For the avoidance of doubt:
- (a) this Contract operates until such time as it is terminated; and
 - (b) the granting of any right or benefit, the conferment of any status, or any approval by SSG under this Contract shall not absolve you from your responsibility to comply with the terms of this Contract (including those set out in the appendices).
- 17.13 (a) You agree and acknowledge that:

- (i) there may be other agreements or contracts between yourself and SSG which deal with and/or apply to the subject matter(s) dealt with under this Contract ("**Other Agreements**");
 - (ii) such Other Agreements may include (without limitation) written agreements between yourself and SSG which provide for disbursement of monetary grants to you by SSG subject to the fulfilment of conditions set forth in, or incorporated into, the said written agreements; and
 - (iii) such Other Agreements may impose obligations on you additional to those set forth in this Contract, or may confer upon SSG rights additional to those conferred upon SSG under this Contract.
- (b) Unless otherwise decided by SSG (at its sole and absolute discretion), such additional obligations imposed on you under Other Agreements shall apply and operate in addition to the obligations imposed under this Contract on you, and such additional rights conferred upon SSG under Other Agreements shall apply and operate in addition to the rights conferred upon SSG under this Contract.
- (c) In the event and to the extent of any inconsistency between the content(s) of this Contract and the content(s) of any Other Agreement, unless otherwise decided by SSG (at its sole and absolute discretion), the contents of the Other Agreement shall prevail.
- (d) In the event of any dispute/disagreement as to whether any agreement or contract constitutes an "Other Agreement" for the purposes of this Clause 17.13, SSG's determination shall, in the absence of manifest error, be deemed conclusive and be binding on you.

APPENDIX A – Marketing Guidelines

Definition

In this Appendix, the following word(s) and expression(s) shall have the following meanings:

“Advertisement”	<ul style="list-style-type: none">- means advertisement of any Registered Course or Listed Course accessible by or published to the public or any section thereof, and this may include (without limitation) notices, circulars, pamphlets, brochures, prospectus, television advertisements, radio advertisements, internet advertisements, placards, newspaper advertisements, magazine or journal advertisements, and verbal announcements; and - includes advertisements published by third parties on your behalf.
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1. You shall not use any logo belonging to SSG, or any SkillsFuture logo, in your Advertisements.
2. You shall not use the term “SkillsFuture Approved” in your Advertisements. You may, however, use the term “SFC-eligible” to describe Listed Courses in your Advertisements.
3. You shall not advertise or represent any of your courses as:
 - (a) ‘funded’ or with word(s) of similar import or effect, unless that course is a SSG-Funded Course; or
 - (b) ‘accredited’ or with word(s) of similar import or effect, unless that course has Accredited Course Status.
4. You may choose to incorporate the following statement into your Advertisements of Listed Courses:

“All Singaporeans aged 25 and above can use their \$500 SkillsFuture Credit from the government to pay for a wide range of approved skills-related courses. Visit the SkillsFuture Credit website (www.skillsfuture.gov.sg/credit) to choose from the courses available on the Training Exchange course directory.”.

5. You shall ensure that all your Advertisements include the following information / details:
 - your ACRA-registered name;
 - your UEN number / ACRA registration number;
 - the Registered Course title or Listed Course title as approved by SSG;
 - the Registered Course reference number or Listed Course reference number assigned by SSG;
 - the Registered Course duration or Listed Course duration as approved by SSG;
 - the full course fees, as well as (where applicable) the nett course fees payable after taking into account subsidies (this shall not be construed to include SkillsFuture Credit) available from SSG;
 - (where applicable) the period during which the relevant subsidies (this shall not be construed to include SkillsFuture Credit) from SSG are expected to be available; and
 - the mode of training (e.g. classroom, blended, e-learning).

6. You may comply with Clause 5 of Appendix A above by providing a working link (including but not limited to a hyperlink and/or QR code) to the relevant course page in mySkillsFuture (mySF) that contains the required information in Clause 5.
7. You shall ensure that course titles appearing in:
 - (a) your Advertisements; and
 - (b) certificates issued for Registered Courses or Listed Coursesare as approved by SSG.
8. You shall be accountable and responsible for all your Advertisements, whether published by you personally or by any third party on your behalf.
9. You must not convey any impression to the public that SkillsFuture Credits may be used only for specific training provider(s) or course(s).
10. You must not advertise or represent any Registered Course or Listed Course as “free”, “paid by the government”, or “paid by SSG”, or using words or phrases with similar import or effect.
11. Unless otherwise permitted under Clause 6 of Appendix E or by SSG in writing (such permission to be given or withheld at SSG’s sole and absolute discretion), you must not:
 - (a) provide any referral awards / rewards;
 - (b) conduct any lucky draws;
 - (c) provide gifts or vouchers; or
 - (d) use similar meansto incentivise or persuade the public to sign up for Registered Courses or Listed Courses.
12. Unless permitted or required under these Marketing Guidelines or elsewhere in the Contract, or otherwise permitted in writing by SSG (such permission to be given or withheld at SSG’s sole and absolute discretion), you shall not refer to any incentives provided by SSG in your efforts to advertise, publicise or attract Trainees / Applicants for any Registered Course or Listed Course.
13. You shall not request for SingPass login passwords or user IDs from Trainees / Applicants or prospective Trainees / Applicants of Registered Courses or Listed Courses.
14. You shall not, in your Advertisements, represent that completion of any Registered Course or Listed Course does not require the passing of any assessment or examination (even if this is true).
15. You shall not use any misleading Training Quality and Outcomes Measurement (TRAQOM) survey–related information to mislead any person so as to encourage registration / enrolment for your Registered Courses or Listed Courses.
16. You shall not publish any fictitious or false testimonials with a view to persuading or encouraging registration / enrolment for your Registered Courses or Listed Courses. Any testimonial from an existing or former Trainee / Applicant shall be accompanied by the name of the Trainee / Applicant, description of how the Trainee / Applicant is related to you, and the year (if not exact date) the testimonial was given. You shall, within fourteen (14) calendar days from SSG’s request, provide to SSG the contact details of the Trainee / Applicant who provided the testimonial to enable SSG to contact him / her to verify the authenticity of the testimonial or ask questions concerning the testimonial.

17. You shall not use superlatives or exaggerated claims in your Advertisements, e.g. “guaranteed success in life” and “most demanded course in Singapore”, which may be construed as false and/or misleading.
18. You shall not, in your Advertisements, represent that you can secure any employment opportunities for Trainees / Applicants.
19. Your Advertisements shall not be misleading or false in any way.
20. Within fourteen (14) calendar days of SSG’s request, you shall provide to SSG such information as it (SSG) may specify concerning any Advertisement. This may include, without limitation, information substantiating the truth of any content in any Advertisement.

APPENDIX B – REGISTERED TRAINING PROVIDERS

SECTION A

Application for Registered Training Provider Status:

1. Unless otherwise permitted by SSG, all applications seeking Registered Training Provider status shall be submitted through the Training Partners Gateway.
2. Unless otherwise permitted by SSG, to seek Registered Training Provider status, you must be an organisation registered in Singapore with the relevant authorities (e.g. Accounting and Corporate Regulatory Authority, Registry of Societies).
3. To be conferred Registered Training Provider status, the name of your organisation must be deemed acceptable by SSG (at SSG's sole and absolute discretion).
4. To seek Registered Training Provider status, you must have, during the preceding one (1) year, conducted training at least four times.
5. SSG may, in deciding whether or not to confer upon you Registered Training Provider status, conduct an inspection of your premises used for conducting training, so as to verify your ability to provide training and / or the suitability of your premises for providing training, and you shall render all necessary co-operation and assistance to SSG in that respect.
6. Unless otherwise permitted by SSG, your application for Registered Training Provider status must be accompanied by the following:
 - a) A write- up setting out the names and NRIC / Passport numbers of all your Directors, shareholders, and senior management personnel.
 - b) A declaration (in such form as may be required by SSG) that neither yourself, nor any of your Directors, partners (where applicable), senior management personnel, shareholders or trainers, assessors and curriculum developers have, in the immediately preceding five (5) years,:-
 - (i) breached any contract with SSG;
 - (ii) breached any term, rule or law pertaining to the Singapore Workforce Skills Qualifications, Enhanced Registration Framework (administered by SSG), or EduTrust Certification Scheme (administered by SSG);
 - (iii) contravened the Private Education Act 2009, SkillsFuture Singapore Agency Act 2016, Skills Development Levy Act 1979, or Employment of Foreign Manpower Act 1990, or any subsidiary legislation under any of the aforementioned Acts; and
 - (iv) been convicted (whether in Singapore or elsewhere) of any offence involving dishonesty or fraud, sexual offence, offence involving causing of physical hurt, or drug-related offence.

- c) A chart detailing the structure of your organisation and the various positions and designations therein. Such chart must contain descriptions of the roles and responsibilities of all personnel responsible for education-related functions.
- d) A copy of your latest Notice of Assessment issued by IRAS showing the final assessment as per Form C-S/C and demonstrating a positive trade income figure.
- e) A write-up on the training conducted by you during the immediately preceding one year period, accompanied by proof of the said training conducted by you (e.g. invoices issued to trainees).
- f) A write-up on, and photos of, the physical location and facilities, equipment and infrastructure used by you for conducting training.
- g) Documentary proof that the abovementioned training location is used by you (e.g. rental invoice, lease agreement).
- h) Application fee at the prevailing rate stipulated by SSG.

SECTION B

Registered Training Providers:

7. All Registered Training Providers shall disclose, on their websites or brochures, sufficient information to enable the public and prospective trainees to obtain an accurate picture of the Registered Training Provider and its courses. Such information may include (without limitation) course titles, course training duration, course fees, funding validity periods, modes of training, course objectives, names of senior management personnel and trainers and assessors, organisation structure, facilities and equipment.
8. You shall, at all times, ensure and maintain adequate facilities and equipment (including, without limitation, adequate training / assessment rooms) in order to meet trainees' needs, and in order to be able to properly conduct training. Upon SSG's request, you shall provide to SSG documentary proof in the form of photographs showing that you have complied with the aforesaid requirement.
9. You must have physical premises to conduct training as well as for your office operations. For the avoidance of doubt, a P.O. Box does not amount to 'physical premises' for the purposes herein.
10. Unless otherwise permitted by SSG, you shall enter into written contracts with all your trainees (for your provision of courses) signed by both you and the trainee. Such written contracts shall set out (without limitation) the course title, course commencement date, and fees payable.
11. Upon request by SSG, you shall promptly submit to SSG such returns pertaining to your operations and / or performance as may be required by SSG. Such returns shall be submitted within such timelines and through such modes as may be specified by SSG.
12. Unless you are a TMS Excluded Entity and subject to paragraph 13 of Appendix B, you shall comply with the TMS requirements set out in SSG CIRCULAR/MIPD/2021/4 or such other Circular(s) or document published in lieu thereof and obtain approval on SSG mandatory application programme interface subscription within the timeline.

13. If you have obtained your Registered Training Provider status after 1 January 2022, you shall, before the start of your first course run or within three months after SSG's confirmation of your status as Registered Training Provider, comply with the TMS requirements set out in Clause 12 above.

APPENDIX C – REGISTERED COURSE STATUS

Definitions

In this Appendix, the following words and expressions shall have the following meanings:

“WSQ”	Refers to the Singapore Workforce Skills Qualifications which is a national credential system that trains, develops, assesses and certifies skills and competencies for the workforce.
“Course Content”	Refers to a set of informational material that is required for the learner’s participation in or understanding of the course, so as to achieve the intended learning outcomes of the course. It comprises instructional strategies (including assessments).
“Skills Framework”	Refers to a common skills reference document, comprising sector information, career map/pathways, occupations/job roles, and the associated critical work functions, key tasks and performance expectations (where applicable), as well as Technical Skills and Competencies and Critical Core Skills.
“Technical Skills and Competencies”	Refers to the occupation / job role-specific knowledge, skills and abilities that a person needs to have to perform the various tasks for his/her work function(s), task(s), or job role(s) within a sector or across sectors.
“Critical Core Skills”	Refers to the transferable cross-cutting skills and competencies that enable individuals to acquire Technical Skills and Competencies, and facilitate their job mobility.
“Learner’s Profile”	Refers to the learner’s characteristics, such as cognitive, affective, physiological and social characteristics, that will guide the design of the curriculum, driven by the instructional tasks.
“Lesson Plan”	Refers to a time tracked document that incorporates what the: a) learners will do during the class to prepare them for the outcomes that are expected of them; and b) trainer will do to guide the learning.
“Assessment Plan”	Refers to a document that: a) provides the guidelines and format for conducting the assessment referencing Technical Skills and Competencies and / or Critical Core Skills; and b) presents the required process, procedures and materials (e.g. tools) needed to carry out the assessment in accordance with the requirements of the WSQ system.
“Course Outline”	Refers to a summary on the: a) course objectives; b) course components (e.g. e-learning, practical performance, workplace attachment, assessment); and c) course learning outcomes.

“WSQ Qualifications”	Refers to a bundling of WSQ courses leading to any of the following qualifications: a. WSQ Certificate b. WSQ Higher Certificate c. WSQ Advanced Certificate d. WSQ Diploma e. WSQ Specialist Diploma f. WSQ Graduate Diploma
“Blended Learning”	Refers to a mode of learning which comprises of at least two (2) of the following learning modes: a) classroom learning b) workplace learning c) Technology-Enabled Learning d) Work-Based Learning e) such other mode of learning as may be proposed by you and acceptable to SSG
“Technology-Enabled Learning”	Refers to an application of any form of technology to support learning (e.g. e-learning, mobile learning).
“Work-Based Learning”	Refers to an educational strategy that provides learners with real-life work experience where they can apply academic and technical skills and develop their employability i.e. it deliberately merges theory with practice and acknowledges the intersection of explicit and tacit form of knowledge (e.g. practicums and simulated workplace situations).
“Public WSQ Registered Training Provider”	Refers to a Registered Training Provider who delivers WSQ training and/or assessments and who is not an In-House WSQ Registered Training Provider.
“In-House WSQ Registered Training Provider”	Refers to a Registered Training Provider who delivers WSQ training and / or assessments only to its own employees, Directors or personnel.
“Certifiable Course”	Refers to a course under a national or industry-wide certification system, and which is accredited or supported by SSG.
“curriculum developer”	Refers to an individual who designs and develops a curriculum.
“trainer”	Refers to an individual who conducts training.
“assessor”	Refers to an individual who conducts assessment.

All Applications:

1. (a) Unless otherwise permitted by SSG, all applications seeking Registered Course status shall be submitted through the Training Partners Gateway.

(b) For the avoidance of doubt, the contents under the headings “Application for Accredited Course Status” and “Application for Funded Course Status” below are meant to be cumulative. You may (depending on the type of your application) be required to comply with both these sets of contents.

(c) Unless otherwise exempted, permitted or specified by SSG, in applying for Course Status, you shall comply with the contents of this **Appendix C**, and satisfy any and all eligibility criteria assigned to the Course Status for which you are applying.

Application for Accredited Course Status:

Procedure

2. The following must be submitted in your application:

- a) duly completed Course Proposal Form (downloadable from the Training Partners Gateway);
- b) curriculum vitae of curriculum developers demonstrating:
 - (i) industry experience;
 - (ii) technical qualifications; and
 - (iii) training qualifications

relevant to subject matter of the course for which you make your application, provided that, if the curriculum vitae of the curriculum developers do not demonstrate (i) and / or (ii) above, you shall additionally submit curriculum vitae of subject matter experts (in the field of the course for which you make your application) who will work with the curriculum developers, such curriculum vitae of theirs to demonstrate (i) and / or (ii) (whichever is not demonstrated in the curriculum vitae of the curriculum developers);

- c) documentary proof of permissions / licenses obtained from copyright owner(s) to adapt, modify or reproduce copyright materials for the purposes of the curriculum or course materials of / for the course for which you make your application (where applicable); and
- d) if your application relates only to an assessment:
 - (i) Learner’s Profile;
 - (ii) Lesson Plan;
 - (iii) Assessment Plan; and
 - (iv) Course Outline.

Any Assessment Plan submitted must meet:

- (1) the following Principles of Assessment:
 - Valid – Assesses what it claims to assess through collection of evidence that is relevant to the activity and demonstrates that the knowledge and abilities statements have been met.
 - Flexible – For example, the Assessment Plan allows for either on or off-the-job assessment, at mutually convenient times and situations, and appropriate to the range of contexts / application.
 - Fair – Does not disadvantage candidates and takes into account the characteristics of the candidate being assessed.
 - Reliable – Consistency of interpretation of evidence and assessment outcomes across assessors.

and

(2) the following Rules of Evidence:

- Validity – Evidence meets the specified criteria of the competency standards.
- Authenticity – Evidence produced is/can be/will be verified to be the candidate’s own work.
- Sufficiency – Enough evidence is gathered to show competency against all specified criteria of the standard(s).
- Currency – Evidence to be gathered are current, relevant and applicable in today’s context.

3. The course title as stated in your Course Proposal Form must be reflective of the Course Content.

4. The curriculum design reflected in your Course Proposal Form must:

- (i) exhibit consistency between the instructional methods, assessment methods and intended learning outcomes;
- (ii) fully cover the relevant Technical Skills and Competencies and /or Critical Core Skills under the relevant Skills Framework or other reference documents (e.g. competency standards) as may be stipulated by SSG from time to time;
- (iii) if it is for WSQ Qualification, reflect that such WSQ Qualification will be offered in Blended Learning mode; and
- (iv) incorporate at least two (2) assessment methods which is consistent with the instructional methods and learning activities.

5. Your application must reflect that the Adult Educators assigned to the course fulfil the applicable requirements set out in Table 1 below (“**Adult Educator Qualifications Requirements**”).

Table 1

Types of Registered Training Provider	Type of Adult Educator	Requirements
Public WSQ Registered Training Provider	Curriculum Developer	All must have Diploma in Adult and Continuing Education (DACE) or Diploma in Design and Development of Learning for Performance (DDDLP) or its equivalent.
	someone who conducts training and/or assessment	At least 80% with Advanced Certificate in Training and Assessment (ACTA) or Advanced Certificate in Learning and Performance (ACLP) qualification or their equivalent.
In-House WSQ Registered Training Provider		At least one WSQ Master Trainer and one curriculum developer with full ACTA or ACLP or equivalent.

Application for Funded Course Status:

Procedure

6. The following must be submitted in your application:

- (a) A document:

- (i) Describing the Course Content and mode of delivery, demonstrating the relevance of the course for employment, job development or job upgrading purposes, and showing that the course has clear learning outcomes and will impart skills and competencies aimed at addressing industry skills shortage or labour demand.
 - (ii) Setting out a detailed breakdown (by hours) of the following (whichever is applicable):
 - a) Classroom training
 - b) On-The-Job (“**OJT**”) training
 - c) Practical/Practicum training
 - d) E-learning
 - e) Assessment(s)
- (b) For courses with OJT component, an OJT training plan in such format as may be required by SSG.

7. Additionally, if the course is a **Certifiable Course**:

- (a) You shall submit:
 - (i) documentary proof from a Singapore post secondary educational institution (“**PSEI**”) that the course leads to a qualification (below degree level) awarded by a Singapore PSEI (examples of such qualifications being ITE Nitec and Singapore Polytechnic Diploma); or
 - (ii) evidence that the course is recognised under a Singapore regulatory or professional development framework by the relevant regulatory body, professional body, Singapore statutory body, or Singapore Government agency, or the Government of the Republic of Singapore.
- (b) Your application must reflect that:
 - (i) the course includes assessment(s);
 - (ii) the course is not an academic degree course (e.g. bachelor degree course, masters degree course or doctorate degree course); and
 - (iii) trainers and assessors who will be conducting training and/or assessments for the course from 1 January 2021 onwards will meet the Adult Educator Qualifications Requirements (set out above).

Additional Requirements Applicable to Courses Conducted (Wholly or Partly) through E-Learning

8. Additionally, if the course is conducted (wholly or partly) through e-learning:-

- (a) Your application must be accompanied by:
 - (i) documentary proof that the learning platform you use is capable of authenticating trainees’ identities, creating and generating attendance records, and tracking trainees’ progress; and
 - (ii) user name and password to enable SSG to gain access to your learning platform to verify that it has the capabilities mentioned in (i) above.
- (b) Your application must be accompanied by documentary proof that:
 - (i) trainees for the course who need clarification or assistance will have access to trainer and assessor / instructor support; and

- (ii) in relation to the learning platform to be used, trainees for the course will have access to technical helpdesk support.

APPENDIX D – ADMINISTRATION OF REGISTERED COURSE

1. Unless otherwise permitted by SSG, all correspondences with SSG, submission of documents and information to SSG, and provision of updates to SSG relating to Registered Courses shall be through the Training Partners Gateway.
2. You shall ensure that the trainers and assessors or personnel who:
 - (a) conduct training and/or assessments;
 - (b) develop, review or evaluate curriculum;
 - (c) perform administrative, IT- related or marketing work; or
 - (d) perform other workfor / in support of a Registered Course have the necessary qualifications and are competent for their roles.
3. For each Registered Course, you shall ensure a sufficient number of trainers and assessors, but no less than two (2) each in any case, who will provide training and/or assessment pursuant to the Registered Course. You shall also ensure a sufficient number of back-up trainers and assessors who will stand in for the regular trainers and assessors in the absence of the latter.
4. You shall ensure a sufficient number of personnel who will perform work for / in support of Registered Course(s), so as to ensure that all Registered Course(s) are properly administered and delivered.
5. For each run of a Registered Course, you shall maintain a formal feedback system which shall include minimally an evaluation questionnaire to be completed by Trainees at the end of the run to assess the relevance of the Registered Course to its intended purpose, the quality of the Registered Course, and the effectiveness of the trainer(s).
6. If the Registered Course is conducted (wholly or partly) through e-learning:
 - (a) the learning platform that you use must be capable of authenticating trainees' identities, creating and generating attendance records, and tracking trainees' progress; and
 - (b) you shall ensure that SSG is able to gain access (at any time without reference to you) to the learning platform (by way of user name and password provided by you) to verify that it has the capabilities mentioned in (a) above; in this respect, you shall not disable the user name or password provided to SSG without SSG's prior approval.
7. Any courseware used for the purposes of a Registered Course must be consistent with the contents of the Course Proposal Form submitted by you.
8. In respect of any run of a Registered Course with Accredited Course Status, you shall retain all records of / pertaining to assessments conducted for that run (e.g. assessment papers, assessment checklists, video recordings of assessments) for three (3) years, and furnish such records to SSG within fourteen (14) calendar days upon SSG's request. The operation of this paragraph 8 shall survive the termination of the Contract, your Registered Training Provider status, or the Accredited Course Status.

APPENDIX E – SSG FUNDING

Definitions

In this Appendix, the following words and expressions shall have the following meanings:

<p>“Employer-Sponsored Trainee”</p>	<p>Refers to a Trainee:</p> <ul style="list-style-type: none"> (i) whose employer is liable to pay SSG-Funded Course fees on account of the Trainee’s undertaking of the SSG-Funded Course; and (ii) who is not a full- time national serviceman. <p>For the purposes herein: -</p> <ul style="list-style-type: none"> (a) A sole-proprietorship may be considered the employer of the sole-proprietor. (b) A partnership may be considered the employer of a partner within that partnership. (c) An organisation who engages an intern, where such internship is not part of the intern’s academic requirements in school, may be considered the employer of the intern. (d) Unless falling within the scenario / exception mentioned in (a), (b) or (c) above, a Trainee is considered an employee of a particular employer only if there exists (i) an employment contract between the Trainee and that particular employer, and (ii) that particular employer is liable to pay remuneration to the Trainee under the employment contract.
<p>“Nett- Fee”</p>	<p>Refers to a status assigned by SSG to a SSG-Funded Course which connotes that the SSG-Funded Course fees will be partially subsidized by SSG, while the unsubsidised portion of the SSG-Funded Course fees has to be borne by the Trainee, his / her employer</p>

1. Unless otherwise permitted by SSG, all transactions relating to SSG Funding shall be performed through the Training Partners Gateway.
2. Unless otherwise permitted by SSG, to receive SSG Funding:
 - a) the information that you have provided to SSG for the purposes of applying to be a Registered Training Provider or for any Course Status must be current, complete, accurate and up- to- date;
 - b) you and your Directors and shareholders must be free from legal proceedings (criminal or civil) including, without limitation, bankruptcy or insolvency proceedings;

- c) you and your Directors and shareholders must not be under any criminal investigation (whether conducted by the police, any Singapore statutory board, any Singapore government agency, or the Government of the Republic of Singapore);
- d) SSG must not have issued to you or any of your Directors, partners (where applicable), shareholders or key management personnel any notification that you or any of them have / has been suspended or disqualified from receiving funding from SSG (such suspension or disqualification being operative at the time of your seeking of SSG Funding);
- e) (at the time of your seeking of SSG Funding) you and your Directors, partners (where applicable), shareholders and key management personnel must not be disqualified or suspended from receiving funding from the Government of the Republic of Singapore, any Singapore statutory board, or any Singapore government agency;
- f) all fees paid to you for the run of the SSG-Funded Course (in respect of which you seek SSG Funding) must have been paid by cheque, GIRO, credit cards or electronic bank transfer such as but not limited to PayLah! and PayNow, by the Trainee, his / her employer . You shall for a period of three (3) years after the completion of any run of a Registered Course, retain and obtain records of electronic payments, including but not limited to PayNow, PayLah!, and such records should contain identifiable information relating to the whether the payment for a Registered Course is received and who made such payment;
- g) where the abovementioned fees have been paid for by way of cheque, the cheque must have been cleared;
- h) for 'Nett-Fee' SSG-Funded Courses, except to the extent prohibited under written law or the terms or conditions of a Scheme as defined under the *Private Education Act 2009*, you must have collected and received in full the portion of the SSG-Funded Course fees not supportable by SSG Funding; and
- i) you must not (i) have collected more or less than, or (ii) waive the payment of the portion of the SSG-Funded Course fees not supportable by SSG Funding;
- j) the Trainee(s) on account of whom you seek or have obtained SSG Funding:
 - (i) must be Singapore Citizen(s) or Singapore Permanent Resident(s) or a person who belongs to such other category of persons as may be specified by SSG;
 - (ii) must not have attended any previous run of the SSG-Funded Course (for which you seek SSG Funding), unless no SSG Funding was given on account of the Trainee's undertaking of that previous run;
 - (iii) must not have received any notification that he/she has been suspended or disqualified from receiving funding from SSG (such suspension or disqualification being operative at the time of your seeking of SSG Funding);
 - (iv) must not owe any debt to SSG;
 - (v) if he / she is an Employer- Sponsored Trainee, must have continued to receive his/her full salary (where applicable), Central Provident Fund entitlements (where applicable), and any other statutory benefits due to him / her (in connection with his

/ her employment) during the run of the SSG-Funded Course in respect of which you seek SSG Funding; and

- (vi) if he / she is not an Employer- Sponsored Trainee, must be aged 21 years or above;
 - (jj) If you receive financial support under a particular component of which is eligible for SSG Funding under any other funding scheme administered by the Government of the Republic of Singapore, any other Singapore statutory board, or any Singapore government agency, you will not be entitled to receive SSG Funding on the same component. For the purpose of this clause herein, “financial support” shall be taken to exclude (but is not limited to) government approved learning credits (learning credits), study awards and/or scholarships that you received or will be receiving;
 - k) the SSG-Funded Course must be relevant to the current role of the Trainee on account of whom you seek SSG Funding, and consistent with the business needs of his / her workplace (in this respect, a SSG-Funded Course that prepares the Trainee for a more significant role or a higher position in his workplace will be considered relevant to Trainee’s current role);
 - l) you must have notified SSG through the Training Partners Gateway of the number of Trainees enrolled in the run of the SSG-Funded Course (for which you seek SSG Funding) within fourteen (14) calendar days after the start date of that run;
 - m) you must have submitted to SSG through the Training Partners Gateway the attendance records for the run of the SSG-Funded Course (for which you seek SSG Funding) within fourteen (14) calendar days after the end date of that run, such attendance records to comply with the applicable requirements set forth in Clause 7 of the Terms;
 - n) you shall submit to SSG through the Training Partners Gateway the assessment results of all Trainees:
 - (i) within twenty-eight (28) calendar days from the assessment date if the run was conducted only for your employee(s), Director(s), officer(s) or other personnel (for the avoidance of doubt, this does not include independent contractors); or
 - (ii) within fourteen (14) calendar days from the assessment date in other cases;
 - o) you must have:
 - (i) a PayNow Corporate account which allows for payment to you with your UEN; and
 - (ii) provided to SSG such information concerning the abovementioned PayNow Corporate account upon request by SSG.
3. Unless otherwise stated by SSG to you, all your SSG-Funded Courses shall be deemed to have Nett-Fee status.
4. Unless otherwise permitted by SSG by way of written consent, you must undergo or comply with any organisation and course quality assessments, such as but not limited to: (i) the TPQA when called for by SSG, (ii) submission of documentation for the assessment by the stipulated timeline, or (iii) obtain the minimum quality grade in Clause 3.4(e) and attain at least Grade 1 or Grade 2 for the TPQA in each round of assessment.

In accordance with [SSG CIRCULAR/RD/2023/1] or such other Circular(s) or document published in lieu thereof, there will be different funding implications based on the grade obtained in the TPQA.

5. You shall, in the publication of course fee subsidies and documentation for SkillsFuture Credit claim submission, comply with the requirements set out in SSG CIRCULAR/QMD/2023/1 or such other Circular(s) or document published in lieu thereof.
6. You are not allowed to offer course fee discounts on any Course Fee, unless:
 - a) such discount is transparent and given up-front on the full course fee amount (the SSG Funding will be based on the course fees less any discounts) and the discount must be explicitly reflected in the invoices; and
 - b) such discount is not structured based on a Trainee's eligibility for SSG,

and you shall key in such discount accurately in the Training Partners Gateway or such other platform that SSG may inform you of from time to time in writing. Such direct course fee discount includes all quantifiable discounts such as bulk, early bird discount, membership discount, referral discount.