

## SkillsFuture Singapore Agency

### Terms for Training Providers

#### 1 Contract

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

#### 2 Definitions and Interpretation

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

<b>"Adult Educator"</b>	means an individual who: (i) designs and develops curriculum; (ii) conducts training; and/or (iii) conducts assessment(s).
<b>"Asynchronous E-Learning Sessions"</b>	shall refer to Course sessions which are provided online, and for which trainers or assessors (whichever is applicable) do not teach or interact with the Trainees in 'real time'.
<b>"Assessment Fees"</b>	refers to fees charged by you for conducting / providing an assessment (of any kind) of a Trainee pursuant to his undertaking of a Listed Course, and expressed or to be expressed in your invoice or bill as 'assessment fees'.
<b>"Certification Fees"</b>	refers to fees charged by you for the certification (of any kind) of a Trainee pursuant to his undertaking of a Listed Course, and expressed or to be expressed in your invoice or bill as 'certification fees'.
<b>"Circulars"</b>	means such circulars which are labelled "Circular Applicable to Registered Training Providers" as may be notified to you or published on <a href="http://www.tpgateway.gov.sg">www.tpgateway.gov.sg</a> , <a href="http://www.skillsfuture.gov.sg">www.skillsfuture.gov.sg</a> , or such other website(s) operated by SSG in lieu of any of the aforementioned websites.
<b>"Course"</b>	means a course which is (1) a Registered Course, (2) a Listed Course, or (3) a course which is both a Registered Course and a Listed Course.
<b>"Course Directory"</b>	means the course directory found on MySkillsFuture.
<b>"Course Status"</b>	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.

**“E-Attendance Records”**

refers to electronic attendance records of Trainees, trainers (where the trainer is meant to be present) and assessors (where the assessor is meant to be present) recording attendance and non-attendance.

**“E-Attendance Sessions”**

refers to Registered Course sessions conducted:-  
(a) in person; or  
(b) through synchronous e-learning mode.

**“Excluded Fees”**

means:

- (1) fees charged by you for providing a Trainee 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 a Trainee 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.

**“Listed Course Fees”**

means the fees (not including Certification Fees, Assessment Fees and GST) charged by you on account of a Trainee’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**.

<b>"MySkillsFuture"</b>	means the platform at <a href="http://www.myskillsfuture.gov.sg/content/portal/en/index.html">www.myskillsfuture.gov.sg/content/portal/en/index.html</a> or such other portal operated by SSG from time to time in lieu thereof.
<b>"Qualifying Fees"</b>	means: <ul style="list-style-type: none"> <li>(i) Listed Course Fees;</li> <li>(ii) Certification Fees;</li> <li>(iii) Assessment Fees; and</li> <li>(iv) goods and services tax ("GST") imposed under the <i>Goods and Services Tax Act 1993</i> on any services or goods paid by way of any of the fees mentioned in (i) to (iii) above,</li> </ul> charged by you on account of a Trainee's undertaking of a Listed Course, but shall not include Excluded Fees.
<b>"Reflected Course Fee"</b>	refers to such SSG-Funded Course fee as reflected on <a href="http://www.myskillsfuture.gov.sg">www.myskillsfuture.gov.sg</a> (or such other webpage which SSG operates in lieu thereof) as Full Course Fee.
<b>"Related Organisation"</b>	shall refer to an organisation which:- <ul style="list-style-type: none"> <li>(i) is your related corporation for the purposes of the <i>Companies Act 1967</i>; or</li> <li>(ii) in the opinion of SSG, shares common Controller(s) with you; or</li> <li>(iii) in the opinion of SSG, assisted you in your performance of activities undertaken for the purposes of this Contract.</li> </ul> <p>For the purposes herein, "Controller", in relation to an organisation, means a person who has the right to exercise, or actually exercises, influence or control over that organisation.</p>
<b>"Relevant Parties"</b>	shall refer to your directors, partners (where you are an organisation consisting of partners), management personnel, shareholders, employees, trainers, assessors, curriculum developers, contractors, delegates and agents.
<b>"Registered Course"</b>	means a course conducted or provided by you and which has a Course Status.
<b>"Registered Training Provider"</b>	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.
<b>"shareholders"</b>	shall, where it refers to your shareholders, be construed to include beneficial shareholders or persons in favour of whom shares are held on trust.

<b>“SkillsFuture Credit”</b>	refers to credits given to eligible Singapore citizens aged 25 and above to defray out-of-pocket fees for SkillsFuture Credit eligible courses, certifications and assessments. SSG’s determination of whether a course, certification or assessment is SkillsFuture Credit eligible shall be conclusive and binding.
<b>“SkillsFuture Credit-only Courses”</b>	means courses that are SkillsFuture Credit eligible and do not have any Course Status.
<b>“SkillsFuture Credit-only Training Provider”</b>	means a Registered Training Provider that offers, conducts and/or provides SkillsFuture Credit-only Course(s) and does not offer, conduct or provide any course with Course Status.
<b>“SSG”</b>	means the SkillsFuture Singapore Agency established pursuant to Section 3 of the <i>SkillsFuture Singapore Agency Act 2016</i> (Act 24 of 2016).
<b>“SSG Funding”</b>	means funds disbursed by SSG on account of your conduct or provision of an SSG-Funded Course but shall not be construed to include any Qualifying Fees paid to you by SSG pursuant to an application by any person to use SkillsFuture Credit.
<b>“SSG-Funded Course”</b>	means a course conducted or provided by you with Funded Course Status.
<b>“SSG IP”</b>	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".
<b>“Trainee”</b>	means an individual who undertakes, seeks to undertake, or has undertaken (as the context requires) a Course.
<b>“Training Partners Gateway”</b>	refers to the website at <a href="http://www.tpgateway.gov.sg">www.tpgateway.gov.sg</a> (or such other website operated by SSG in lieu thereof).
<b>“you”</b>	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)) in any mode or form whatsoever (including (without limitation) training held in classrooms, on-the-job training, practical/practicum training, and training conducted/provided through electronic means); or
- (b) an assessment in any mode or form whatsoever.

### **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, or concerning any Course, 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;

and

(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 you are an organisation consisting of partners), 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.

3.4A With effect from 1 December 2025 or, if SSG specifies in writing such other date(s), with effect from such other date or the latest of such other dates (whichever is applicable) as may be specified by SSG in writing (such date, whether it be 1 December 2025 or another date, may hereinafter be referred to as "**Clause 3.4A Operation Date**"), for as long as you remain a Registered Training Provider, you shall not, except where expressly permitted in writing by SSG on a prior basis (such permission may be subject to such terms and/or conditions as SSG deems appropriate at its sole and absolute discretion, and may be given or withheld by SSG at its sole and absolute discretion), engage, request or procure any third party (whether as your agent, representative, contractor or otherwise, and whether such engagement, request or procurement is by way of any agreement, arrangement or request entered into or made before, on or after the Clause 3.4A Operation Date) to promote, advertise or market your Course(s) to Trainees or other external parties, or make or publish any representation concerning your Course(s) to Trainees or other external parties. Any permission granted by SSG under this Clause 3.4A:-

(i) may be revoked by SSG, at SSG's sole and absolute discretion, forthwith by way of written notice from SSG; and

(ii) shall not operate to absolve you of, or diminish (to any extent whatsoever), your obligations under Clause 9.4(a) or Clause 9.4(b) below.

#### **4 Application for Course Status**

*(This Clause 4 does not apply to training providers who wish only to be, or remain, 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 consent from SSG for such change(s) has been obtained (such written consent to be given or withheld at SSG's sole and absolute discretion), or unless otherwise expressly permitted under this Contract.
- 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 organisations 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 Clause 5 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 those 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 consent of SSG is obtained, you shall not outsource any training or assessment for 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 contractor individuals to conduct training or assessment(s) for a Registered Course under your name.
- 5.3 You shall ensure that the number of trainers and assessors engaged for the conduct or provision of a Registered Course is no less than such number as may be required under **Appendix D**.
- 5.3A In respect of any of your Registered Courses which has been given Accredited Course Status, you shall ensure that the applicable requirements set out in Table 1 under paragraph 5 of Appendix C are complied with for as long as the Accredited Course Status subsists.

5.3B In respect of any of your SSG-Funded Courses which is also a (a) Certifiable Course, and (b) non-WSQ course, for as long as that course remains an SSG-Funded Course, a Certifiable Course, and a non-WSQ course, you shall ensure that at least 80% of the Adult Educators assigned to that course who conduct training and/or assessment(s) possess an Advanced Certificate in Training and Assessment (ACTA) or Advanced Certificate in Learning and Performance (ACLP) or an equivalent of any of the aforementioned qualifications.

5.4 (a) You acknowledge and accept that, notwithstanding that a course may be an SSG-Funded Course, it is possible that SSG Funding may be given or allocated on account of only some, but not all, of the Trainees of that course.

(b) Unless otherwise permitted by SSG (in its sole and absolute discretion) in writing, in respect of each SSG-Funded Course which is an Asynchronous E-Learning Course, the amount of fees charged by you to, or on account of, Non-Subsidized Trainees shall not be higher than the amount of fees, after having been reduced on account of SSG Funding, charged by you to, or on account of, Subsidized Trainees.

(c) For the purposes of Clause 5.4(b) above:-

(i) **“Asynchronous E-Learning Course”** shall refer to a Course which runs are to be commenced and provided online, and for which trainers or assessors (whichever is applicable) do not teach or interact with the Trainees in ‘real time’.

(ii) **“Subsidized Trainees”** shall refer to Trainees who are:-

- (1) Singapore citizens;
- (2) Singapore permanent residents; or
- (3) Long-Term Visit Pass-plus Holders

on account of whom SSG Funding is allocated or given by SSG.

(iii) **“Non-Subsidized Trainees”** shall refer to Trainees who are:-

- (1) Singapore citizens;
- (2) Singapore permanent residents; or
- (3) Long-Term Visit Pass-plus Holders

but who are not Subsidized Trainees.

(d) Hypothetical scenario for illustration purposes:-

- SSG Funding is given or allocated only on account of the first 350 Trainees (who are Singapore citizens, Singapore permanent residents, or Long-Term Visit Pass-plus Holders) of a particular Asynchronous E-Learning Course.



- By reason of the abovementioned SSG Funding, you charge each of these 350 Trainees (or on account of each of them) reduced fees of S\$400.
  - For all subsequent Trainees of the abovementioned Asynchronous E-Learning Course (who are Singapore citizens, Singapore permanent residents, or Long-Term Visit Pass-plus Holders), you shall charge each of them (or on account of each of them) no more than S\$400 as fees, even though they are not Subsidized Trainees.
- (e) SSG shall be entitled to take such measures, and issue such directions to you, as it deems appropriate to give effect to Clause 5.4(b) above. Such measures may include (without limitation) adjusting Reflected Course Fees downwards at such times as SSG deems appropriate. You shall comply with such direction(s) as may be given by SSG pursuant to this Clause 5.4(e).

## 6. **SSG Funding**

*(Clauses 6.1 to 6.3 do 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, receive or retain 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**. This Clause 6.1 operates strictly without prejudice to Clause 6.2 below.
- 6.2 Notwithstanding anything else set out in this current version, or any prior version, of this Contract or elsewhere (including, without limitation, other contents published by SSG online), notwithstanding that you may have complied with any procedure(s) or content(s), and/or fulfilled any eligibility criteria or conditions, set out in this current version, or any prior version, of this Contract or elsewhere, and notwithstanding any indication by SSG that your claim, request for or seeking of SSG Funding has been approved, endorsed or processed, :-
- (i) SSG shall not, under any circumstance, be under any obligation to pay you any SSG Funding;
  - (ii) SSG makes no promise, warranty or representation whatsoever that any SSG Funding will be paid to you, and SSG shall not (under any circumstance whatsoever) be taken to have made any such promise, warranty or representation; and
  - (iii) this Contract (whether in its current version or in any of its prior version(s)) does not and shall not operate to confer upon you any entitlement to SSG Funding.

The operation of Clause 6.2 shall survive the termination of this Contract without limit of period.

- 6.3 Strictly without prejudice to Clause 6.2 above, you acknowledge and agree that:-

- (a) SSG may seek to verify, calculate or determine the amount of SSG Funding that it wishes to pay to you;

- (b) SSG may conduct such investigations, verification exercises, audits, inquiries and/or assessments 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) each of the processes mentioned in Clauses 6.3(a) and 6.3(b) above may be carried out by SSG as and when deemed appropriate by SSG and for as long as SSG deems appropriate and, for the duration of such process(es), unless otherwise decided by SSG, you will not be paid any SSG Funding;
- (d) SSG may decide not to pay you the SSG Funding sought by you if SSG is of the opinion that you have failed to comply with any term of this Contract; and
- (e) where SSG decides to pay you any SSG Funding, SSG shall be entitled to decide (at its sole and absolute discretion) the method or mode of disbursing the 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 of this Contract without limit of period.

- 6.4 Strictly without prejudice to Clause 6.2 above, you acknowledge and accept that, under this Contract, only SSG-Funded Courses can give rise to SSG Funding.

#### **6A. Intentionally Left Blank**

#### **6B Course Directory and Other Matters**

##### **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 to, from time to time and without providing any reason, list and delist courses offered, conducted or provided by you on / from the Course Directory;
- (c) SSG intends for individuals to be able to apply to SSG to use SkillsFuture Credit to pay for any Listed Course; and
- (d) notwithstanding anything else set out in this current version, or any prior version, of this Contract or elsewhere:-
  - (i) SSG makes no promise, warranty or representation whatsoever that any Qualifying Fees or other monies will be paid to you by SSG or any other person pursuant to, or by reason of, any application by any person to use SkillsFuture Credit;

- (ii) SSG shall not, under any circumstance, owe you any obligation whatsoever to pay you any monies pursuant to, or by reason of, any application by any person to use SkillsFuture Credit;
- (iii) any approval by SSG of any application by any person to use SkillsFuture Credit shall not result in, or give rise to, any obligation whatsoever on the part of SSG to pay you any monies; and
- (iv) SSG makes no promise, warranty or representation whatsoever that any individual will be able to use SkillsFuture Credit to pay for any of your courses (including your Listed Courses).

The operation of Clause 6B.1(d) shall survive the termination of this Contract without limit of period.

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

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

6B.3 Where SSG decides to pay you any monies pursuant to, or as a result of, any application to use SkillsFuture Credit, SSG shall be entitled to decide (at its sole and absolute discretion) the method or mode of disbursing such monies to you. Without prejudice to the generality of the aforesaid, SSG shall be entitled to disburse such monies to you by payment to your PayNow Corporate account which allows for payment to be made to you with your UEN. This Clause 6B.3 operates strictly without prejudice to Clause 6B.1(d) above and shall be construed subject to Clause 6B.1(d) above. The operation of this Clause 6B.3 shall survive the termination of this Contract without limit of period.

## **6C Listed Courses**

6C.1 Where a Trainee seeks to register for a run of a Listed Course with you, you shall immediately ascertain from the Trainee if he will be applying to use SkillsFuture Credit for the purposes of paying the Qualifying Fees (or any part thereof) for the run of the Listed Course. Further, immediately upon registration, you shall furnish the Trainee with documentation showing:

- (i) the date of commencement of the run of the Listed Course registered for;
- (ii) if the Trainee 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 Trainee has indicated he would apply to use for such purposes; and
- (iii) the balance of the Qualifying Fees to be paid by the Trainee directly.

6C.2 You shall not express, in any invoice or bill to a Trainee, any of the Excluded Fees as ‘course fees’, ‘certification fees’ or ‘assessment fees’.

6C.3 In respect of any run of a Listed Course, where the Trainee 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 not, unless (and save to the extent) otherwise expressly permitted in writing by SSG, collect from him any amount of Qualifying Fees charged for the run of the Listed Course (regardless of the amount of SkillsFuture Credit the Trainee has indicated he would apply to use), until:

- (i) SSG has approved (in whole or in part) the Trainee’s application to use SkillsFuture Credit for that run, in which event, you shall be entitled to collect from the Trainee only the amount of Qualifying Fees not to be paid, or not approved by SSG to be paid, using SkillsFuture Credit (if any); or
- (ii) the Trainee’s application to use SkillsFuture Credit has been cancelled by the Trainee or wholly rejected by SSG, in which event, you may collect from the Trainee the amount of Qualifying Fees charged for the run of the Listed Course.

You acknowledge and agree that it shall be your sole responsibility to log in at the Training Partners Gateway (or such other website which SSG operates in lieu thereof) from time to time to check the following:-

- (a) whether the Trainee has applied to use SkillsFuture Credit to pay Qualifying Fees for the run of the Listed Course and, if so, the amount of SkillsFuture Credit applied to be used;
- (b) whether SSG has approved the Trainee’s application to use SkillsFuture Credit to pay Qualifying Fees for the run of the Listed Course and, if so, the amount of SkillsFuture Credit approved for use; and
- (c) whether the Trainee’s application to use SkillsFuture Credit has been cancelled by the Trainee or rejected by SSG.

6C.4 (intentionally left blank)

6C.5 Even if the Trainee has not indicated that he would be applying to use SkillsFuture Credit to pay Qualifying Fees (or any part thereof) for the run of a Listed Course, if at any time whatsoever (whether before or after the date of commencement of the run of the Listed Course),:-

- (a) you come to know that SSG has approved the Trainee’s application to use SkillsFuture Credit to pay Qualifying Fees for the run of the Listed Course; and
- (b) you have already collected from, or on account of, the Trainee Qualifying Fees for that run of the Listed Course,

you shall, within one (1) month, refund such amount of Qualifying Fees being the monetary equivalent of SkillsFuture Credit that has been approved by SSG to be used for paying Qualifying Fees for that run of the Listed Course. The operation of this Clause 6C.5 shall survive the termination of this Contract without limit of period.

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

6C.7 You shall not:

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

6C.8 Subject to Clause 6C.9 below, where a Trainee:

- (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 course 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 (as defined in Clause 6E.1 below); or
- (d) did not duly 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 in writing, 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 Trainee'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 Trainee 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 Trainee 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 Trainee a prior written confirmation (prior to the original date of commencement of the run) that he would not be withdrawing or cancelling 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.

6C.10 You shall, unless otherwise decided and specified by SSG in its sole and absolute discretion, in respect of each Trainee's application to use SkillsFuture Credit (as reflected post-login in the SkillsFuture Credit section of the Training Partners Gateway ("**Post-Login SFC Section**")) perform the following:-

- (a) check whether each Trainee described under "Trainee Name" did in fact attend the Listed Course run specified under "Course Name" and "Course Run/Start Date"; and
- (b) for each Trainee who did so attend, submit the request for "Pay out" in the Training Partners Gateway (and do all things necessary for such submission)

(collectively the "**Checking and Submission**").

For each Trainee's application to use SkillsFuture Credit with a 'Ready For Payout Date' date of 1 August 2025 or later as indicated on or through the Post-Login SFC Section, you shall (unless otherwise decided and specified by SSG in its sole and absolute discretion) complete the Checking and Submission within six (6) months after the 'Ready For Payout Date'.

For each Trainee's application to use SkillsFuture Credit with a 'Ready For Payout Date' before 1 August 2025 as indicated on or through the Post-Login SFC Section, you shall (unless otherwise decided and specified by SSG in its sole and absolute discretion) complete the Checking and Submission within twelve (12) months after the 'Ready For Payout Date'.

This Clause 6C.10 operates strictly without prejudice to Clause 6B.1(d) above and shall be construed subject to Clause 6B.1(d) above.

## **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 Trainees 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 of commencement of that run 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 Trainee.

6D.3 (a) Subject to Clause 6D.3(b) below, you shall not in any way influence a Trainee 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 a Trainee in the manner prohibited under 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 and provided online, and for which trainers or assessors (whichever is applicable) do not teach or interact with the Trainees in ‘real time’; and
- (b) in respect of an Asynchronous Run specifically, the “**date of commencement**” shall refer to the earliest date on which the Trainee is able to gain online access to the webspace or portal where he/she is meant to have his / her first course session / lesson (e.g. the date on which the necessary online user ID and password given to the Trainee becomes operational).

## **7 Retention of Documents**

7.1 Unless otherwise decided by SSG, you shall obtain or cause to be generated the following records, information and documents, 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 and e-mail addresses 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 and e-mail addresses 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 all payment of fees for that run of the Registered Course, such records to:-
  - (i) show clearly the payment of fees for that run of the Registered Course; and
  - (ii) identify clearly the payor of the said fees;such records may include records of PayNow, PayLah!, credit card, cheque, and GIRO transactions, and other electronic banking transactions;

- 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 or provision 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 Course: -
  - (i) copies of all documentation that is required under this Contract to be furnished by you to Trainees for that run;
  - (ii) documentation showing any payment of Qualifying Fees made directly to you by Trainees for that run; and
  - (iii) records of the full names of all Trainees for that run.

7.1A In relation to the records, information and documents referred to in Clause 7.1 above, you shall furnish to SSG such records, information and/or documents as may be specified by SSG within fourteen (14) calendar days of SSG's request. For the avoidance of doubt, the obligations imposed on you under Clause 7.1 and this Clause 7.1A shall survive the termination or expiry 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 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 Course attended by the Trainee; and
- (c) the start and end dates of the run of the Course attended by the Trainee.

## **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 Courses and / or observe in person the conduct of any run of any 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 if any amount of monies should not 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 paid to you pursuant to an individual's application to use SkillsFuture Credit), 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, and, 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, or records mentioned in Clause 7.1 above.

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

8.3 You shall, upon the occurrence of any of the following events and subject to SSG's written request, forthwith refund to SSG all monies paid to you pursuant to this Contract (including, without limitation, Qualifying Fees paid to you pursuant to individuals' applications to use SkillsFuture Credit):-

- (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 have/has, in the sole opinion of SSG, 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 for 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), 13.1(p) or 13.1(w).

The operation of this Clause 8.3 shall survive the termination or expiry 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 paid to you pursuant to any individual's application to use SkillsFuture Credit) either mistakenly or under circumstances in which you were not supposed to be paid the monies, you shall upon SSG's written request, repay to SSG such monies paid to you. The operation of this Clause 8.4 shall survive the 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 that 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 be liable 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, any activity contemplated, permitted or meant to be performed by SSG under this Contract may, subject to SSG's sole and absolute discretion, be performed on SSG's behalf by such third party as may (at SSG's sole and absolute discretion) be appointed/engaged by SSG. 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.
- 9.4 In the event that you engage any third party to perform any act or activity contemplated or permitted under this Contract to be performed or done by you:-

- (a) you shall ensure that such third party similarly complies with all obligations and prohibitions imposed on you under this Contract in respect of such act or activity as if such third party is a party to this Contract; and
- (b) you shall be fully responsible, accountable and liable for the acts and omissions of such third party as if such acts or omissions are yours.

Such act or activity (as referred to above) includes (without limitation) promotion, advertisement and/or marketing of your Courses, and making or publishing of representations concerning your Courses. The obligations and prohibitions referred to in Clause 9.4(a) above include (without limitation) those set out in the Marketing Guidelines.

This Clause 9.4 shall not operate to prejudice or limit the effect or operation of Clause 9.1 or Clause 9.2 above.

## **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 obligations imposed on you under Clauses 10.1 and 10.2 above shall not apply to information, data, plans, specifications, reports, accounts and other documents or things:
  - a) that is/are 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 or purpose whatsoever,:

(a) the contents of any application you submit to SSG; and

(b) any information or documentation provided by you to SSG in connection with, for the purposes of, in relation to, 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, benefit or 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, benefit or status 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, epidemics, and 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, without liability or compensation to you, forthwith terminate the Contract, or forthwith terminate, suspend or vary any status, right or benefit granted to you under the Contract, by way of written notice 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, 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 SSG IP or any right, benefit or 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, right or benefit under this Contract;
- j) there is a change in your ownership, shareholders, directors, partners (where you are an organisation consisting of 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;
- kk) there exists any circumstance which, in SSG's sole opinion, 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(s) to breach any term of any other contract entered into with SSG (whether such other contract is between yourself and SSG or between the Relevant Party and 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 in the sole opinion of SSG 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 have been, or may be, given to you by SSG pursuant to this Contract (this includes Qualifying Fees paid to you pursuant to an individual's application to use SkillsFuture Credit);
- q) there have been no Trainees registered or enrolled in any of your Courses for the immediately preceding twelve (12) months;
- r) (intentionally left blank)
- s) an application for striking off or winding up has been made against you by any person under the *Companies Act 1967* or the *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 the *Insolvency, Restructuring and Dissolution Act 2018*;
- u) an application is made for you to be placed under judicial management;
- v) SSG has reasonable grounds to believe that an application will be made for you to be placed under judicial management; and/or

w) in the sole opinion of SSG, you or any of the Relevant Parties have/has marketed, advertised or promoted any of your Courses in a manner which:-

- (i) was likely to cause annoyance to any person; or
- (ii) may have contravened Section 32 of the *Miscellaneous Offences (Public Order and Nuisance) Act 1906* (or such other replacement statutory provision as may be enacted from time to time),

or permitted any of your Courses to be marketed, advertised or promoted in such manner.

13.2 SSG shall be entitled to unilaterally amend or supplement this Contract (including the appendices thereof) from time to time, and:-

- (1) publish on the website at [www.skillsfuture.gov.sg](http://www.skillsfuture.gov.sg) or such other website that SSG operates in lieu thereof, or notify you of, the amended version of these Terms or the appendices thereto; and/or
- (2) publish on the website at [www.skillsfuture.gov.sg](http://www.skillsfuture.gov.sg) or [www.tpgateway.gov.sg](http://www.tpgateway.gov.sg) or such other website that SSG operates in lieu of any of the aforementioned websites, or notify you of, Circulars serving to amend or supplement this Contract.

Such amended or supplemented Contract shall operate from the time of publication or notification by SSG (as described above), whichever is the earlier, pursuant to Clause 13.2(1) or Clause 13.2(2) above.

It shall be your responsibility to check the relevant website from time to time to acquaint yourself with amended or supplemented versions of this Contract. Strictly without prejudice to Clause 6.2 above, any payment of, or your seeking of, SSG Funding or other monies shall be governed by the latest version of the Contract. You agree that contents, statements or communications not published or notified by SSG pursuant to Clause 13.2(1) or Clause 13.2(2) above shall not operate to amend or supplement the Contract.

Any amendment or supplement of this Contract shall not, unless otherwise specified by SSG in writing, or unless otherwise expressly stated in the amended or supplemented version of the Contract, operate to prejudice or alter the obligations imposed upon you under previous versions of the Contract.

13.3 SSG may terminate this Contract, or terminate, vary or suspend any status, right or benefit (including any Registered Training Provider status and Course 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 explain to SSG within such timeline as may be stipulated by SSG why the Contract, or any status, right or benefit granted to you, should not be suspended, terminated or varied. You acknowledge that, if you fail to

provide an explanation satisfactory to SSG within the stipulated timeline, SSG may proceed to exercise its right(s) to suspend, terminate or vary. This Clause 13.4 shall not operate to prejudice or limit SSG's rights under this Contract or at law (including, without limitation, SSG's rights under Clauses 13.1 and 13.3 above).

## **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 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.

Termination of this Contract for any reason and on any ground whatsoever shall operate to (simultaneously) terminate all and any Registered Training Provider status and Course Status conferred under this Contract.

14.2 During the period of suspension of any Course Status:-

- (a) where the course in respect of which the Course Status is suspended ("**Suspended Course**") is an SSG-Funded Course, you shall not seek SSG Funding in respect of the Suspended Course or your conduct / provision thereof (even if such conduct/provision occurred before the suspension);
- (b) you shall not, in any way, represent the Suspended Course as being conferred with the Course Status or use any SSG IP for the purposes of the Suspended 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 suspended.

For the avoidance of doubt, this Clause 14.2 shall not operate to limit or prejudice the operation or effect of Clause 6.2 above. You acknowledge that SSG has no obligation whatsoever to pay you any SSG Funding.

14.2A Upon termination of any Course Status:

- (a) where the course in respect of which the Course Status is terminated ("**Terminated Course**") was an SSG-Funded Course, you shall not (from the time of termination) seek SSG Funding in respect of the Terminated Course or your conduct / provision thereof (even if such conduct/provision occurred before the termination);
- (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.



For the avoidance of doubt, this Clause 14.2A shall not operate to limit or prejudice the operation or effect of Clause 6.2 above. You acknowledge that SSG has no obligation whatsoever to pay you any SSG Funding.

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

(a) all subsisting Course Status 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;

(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 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; 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 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 thereunder, seek funding thereunder, provide information to SSG as required under the Contract, and accept any benefit, status or 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:-**

- (i) indemnify and hold harmless SSG, and, at the option of SSG, defend SSG; and
- (ii) at the option of SSG, indemnify, hold harmless, and/or defend SSG's agents, directors, officers, employees, successors, assigns and/or 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.

### **16.2 Further, in the event that:-**

- (a) you institute litigation proceedings against SSG in connection with, or by reason of, any matter relating to this Contract; and
- (b) insofar as the court is to make any costs order in favour of SSG in those litigation proceedings,

you irrevocably consent that such costs orders in favour of SSG shall be on an indemnity basis.

## **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. Any waiver by SSG must be in writing in order to be valid.

- 17.3 If any term of this Contract is illegal, invalid or unenforceable, to such extent possible, the term 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 relationship, 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 aforesaid, in the event and to the extent that SSG exercises the option under Clause 16.1(ii) above to have you indemnify, hold harmless, and/or defend SSG's agents, directors, officers, employees, successors, assigns and/or representatives, SSG's agents, directors, officers, employees, successors, assigns and/or representatives (as the case may be) shall have the right to enforce Clause 16.1 above accordingly.
- 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 simultaneously be terminated without reference or notice to you and without the need for SSG to take any step.
- 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 6.2, 6.3, 6B.1(d), 6B.3, 6C.5, 6C.7, 6C.8, 6C.10, 8.3, 8.4, 9, 10, 11, 16, 17.6, 17.10, 17.13 and 17.18 herein shall survive the termination of this Contract without limit of period.
- 17.10 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.

17.14 You shall:-

- (a) in respect of Courses which are SSG-Funded Courses, comply with the contents of sections A and C of **Appendix F** hereto; and
- (b) in respect of Courses which are not SSG-Funded Courses, comply with the contents of sections B and C of **Appendix F** hereto.

You acknowledge that the obligations imposed under the said **Appendix F** may survive the termination or expiry of this Contract or your Registered Training Provider status.

Notwithstanding the above, SSG may, at SSG's sole and absolute discretion and subject to such conditions as SSG deems appropriate, waive (in writing) strict compliance on your part of any provision(s) of Appendix F. Where such conditions are imposed by SSG for the waiver, you shall comply with such conditions.

17.15 You may, in respect of any Trainee, offer or give discount off the Reflected Course Fee only if:

- a) (intentionally left blank)
- b) such discount is not structured, offered or provided based on the Trainee's eligibility for SSG Funding, your eligibility to seek/receive SSG Funding on account of the Trainee, or the amount of SSG Funding that may be given on account of the Trainee; and
- c) you have keyed in the amount of discount (in monetary value) accurately into the Training Partners Gateway or, where SSG has specified any other platform for the keying in of the same, into such other platform as specified by SSG.

Where such a discount is given, the fact that it is given and the amount of the discount must be explicitly and clearly reflected in the relevant invoice(s) and receipt(s) issued by you.

You further acknowledge, agree and understand that (i) Reflected Course Fees have to be approved by SSG, such approval to be given or withheld at the sole and absolute discretion of SSG, and (ii) Reflected Course Fees do not take into account SSG Funding that may be allocated or given by SSG, or discounts that may be given by you.

For the purposes of this Clause 17.15, 'discount' includes all quantifiable discounts such as bulk discounts, early bird discounts and membership discounts.

Notwithstanding anything else set out in this Contract:-

- (i) nothing in this Clause 17.15 shall operate to limit or prejudice the effect or operation of Clause 6.2 above; and
- (ii) you shall not, unless otherwise permitted by SSG in writing (such permission to be given or withheld at SSG's sole and absolute discretion), provide, or offer to provide, to any person any discount(s), award(s), reward(s), or anything of monetary value for any referral performed/to be performed by that person with a view to getting any other person to sign up for any Course.

17.16 (a) Without prejudice to your obligation(s) under Clause 17.16(b) below:-

- (i) you acknowledge and accept that SSG may have in place policies concerning the Training Provider Quality Assessment regime, which is essentially a regime pertaining to quality assurance assessments conducted/procured by SSG; and
- (ii) you shall read, and familiarise yourself with, such materials and/or contents as may be published by SSG from time to time on the Training Partners Gateway concerning the Training Provider Quality Assessment regime as may be relevant

to you; without prejudice to the generality of the aforesaid, you shall familiarise yourself with the respective consequences of the different grades given pursuant to Training Provider Quality Assessments as may be set out in the aforesaid materials and/or contents.

(b) For as long as you remain a Registered Training Provider, you shall:-

- (i) within seven (7) calendar days of SSG's written request; or
- (ii) if SSG states a longer timeline in SSG's written request, within such longer timeline as stated by SSG,

submit to SSG such documents and information as SSG may request for the purposes of SSG's conduct of a Training Provider Quality Assessment.

17.17 The obligations imposed upon you under this Contract are cumulative in nature. You acknowledge that two or more provisions of this Contract may impose common obligation(s) on you, and it shall be your responsibility to comply with all such provisions.

17.18 Unless otherwise permitted by SSG to in writing on a prior basis (at SSG's sole and absolute discretion), you shall not refund to any person SSG-Funded Course fees or any portion thereof, or enter into any agreement or arrangement with any person for the purposes of such refund. Further, you shall ensure that none of your Relevant Parties effect or provide any such refund, or enter into any agreement or arrangement with any person for the purposes of such refund, unless otherwise permitted by SSG in writing on a prior basis (at SSG's sole and absolute discretion). Notwithstanding the aforementioned, nothing in this Clause 17.18 shall operate to prevent the giving of discount(s) expressly permitted under Clause 17.15 above or elsewhere in the Contract.

## APPENDIX A – Marketing Guidelines

### Definition

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

<b>“Advertisement”</b>	<ul style="list-style-type: none"><li>- means advertisement of any 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</li><li>- includes advertisements published by third parties on your behalf.</li></ul>
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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 an 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 [MySkillsFuture](https://myskillsfuture.gov.sg) (at [www.myskillsfuture.gov.sg](https://www.myskillsfuture.gov.sg)) to choose from the courses available on the website.”*

5. You shall ensure that all your Advertisements include the following information / details:
  - your official registered name;
  - your UEN number / ACRA registration number;
  - the Course title as approved by SSG;
  - the Course reference number assigned by SSG;
  - the Course duration as approved by SSG;
  - the fees to be charged for the advertised Course without taking into account any subsidies (including those available from SSG) or use of SkillsFuture Credit, as well as (where applicable) the nett Course fees actually payable after taking into account (on a non-exhaustive basis) subsidies (this shall not be construed to include SkillsFuture Credit) available from SSG;
  - a breakdown of the abovementioned fees setting out different components;
  - discounts (if any) off Course fees to be given (this is without prejudice to the operation of Clause 17.15 of the Terms);
  - (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 paragraph 5 above of this Appendix A above by providing a working link (this may include, without limitation, a hyperlink and/or QR code) to the relevant course page in MySkillsFuture setting out the required information mentioned in paragraph 5 above of this Appendix A.
7. You shall ensure that Course titles appearing in:
  - (a) your Advertisements; and
  - (b) certificates issued for 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 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 by SSG in writing (such permission to be given or withheld at SSG’s sole and absolute discretion), you must not:
  - (a) provide, or offer to provide, to any person any discount(s), award(s), reward(s), or anything of monetary value for any referral performed/to be performed by that person;
  - (b) conduct any lucky draws;
  - (c) provide, or offer to provide, gifts or vouchers; or
  - (d) use similar meanswith a view to getting any person or (in the case of (a) above) any other person to sign up for Courses. This paragraph 11 of Appendix A shall operate subject to Clause 17.15 of the Terms.
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 for any Course.
13. You shall not request for SingPass login passwords or user IDs from Trainees or prospective Trainees of Courses.
14. You shall not, in your Advertisements, represent that completion of any 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 Course(s).
16. (a) You shall not publish any fictitious or false testimonials with a view to persuading or encouraging registration / enrolment for your Courses. Any testimonial from an existing or former



Trainee shall be accompanied by the name of the Trainee, description of how the Trainee is related to you, and the year (if not exact date) the testimonial was given.

(b) You shall, within fourteen (14) calendar days from SSG's request, provide to SSG the contact details of the Trainee who provided the testimonial to enable SSG to contact him / her to verify the authenticity of the testimonial or ask questions concerning the testimonial. The operation of this paragraph 16(b) of Appendix A shall survive the termination or expiry of the Contract or your Registered Training Provider status without limit of period.

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.
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. The operation of this paragraph 20 of Appendix A shall survive the termination or expiry of the Contract or your Registered Training Provider status without limit of period.
21. You shall not market, advertise or promote any of your Courses in a manner which:-
  - (i) is likely to cause annoyance to any person; or
  - (ii) may contravene Section 32 of the *Miscellaneous Offences (Public Order and Nuisance) Act 1906* (or such other replacement statutory provision as may be enacted from time to time),

or permit any of your Courses to be marketed, advertised or promoted in such manner. Further, you shall ensure that none of the Relevant Parties markets, advertises or promotes any of your Courses in the abovementioned manner, or permits any of your Courses to be marketed, advertised or promoted in the abovementioned manner.

## 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 and 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 courses, so as to verify your ability to provide courses and / or the suitability of your premises for providing courses, 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 you are an organisation consisting of partners), senior management personnel, shareholders, trainers, assessors or 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; or
    - (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 courses.
- g) Documentary proof that the abovementioned physical location is used by you (e.g. rental invoice and 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, fees to be charged for Courses, a detailed breakdown of the aforesaid fees setting out different components, discounts (if any) off the aforesaid fees to be given (this is without prejudice to the operation of Clause 17.15 of the Terms) , funding validity periods, modes of training, Course objectives, names of senior management personnel, 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 Courses. 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. Your obligation to provide such documentary proof upon SSG's request shall survive the termination or expiry of the Contract or your Registered Training Provider status without limit of period.
9. You must have physical premises to conduct Courses 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, fees to be charged for the Course, a detailed breakdown of the aforesaid fees setting out different components, discounts (if any) off the aforesaid fees (this is without prejudice to the operation of Clause 17.15 of the Terms).
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.

## APPENDIX C – REGISTERED COURSE STATUS

### Definitions

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

<b>“WSQ”</b>	Refers to the Singapore Workforce Skills Qualifications which is a national credential system that trains the workforce, and develops, assesses and certifies skills and competencies for the workforce.
<b>“Course Content”</b>	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).
<b>“Skills Framework”</b>	Refers to a common skills reference document, comprising/setting out 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.
<b>“Technical Skills and Competencies”</b>	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.
<b>“Critical Core Skills”</b>	Refers to the transferable cross-cutting skills and competencies that enable individuals to acquire Technical Skills and Competencies, and facilitate their job mobility.
<b>“Learner’s Profile”</b>	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.
<b>“Lesson Plan”</b>	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.
<b>“Assessment Plan”</b>	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.
<b>“Course Outline”</b>	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.

<b>“WSQ Qualifications”</b>	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
<b>“Blended Learning”</b>	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
<b>“Technology-Enabled Learning”</b>	Refers to learning supported by an application of any form of technology (e.g. e-learning, mobile learning).
<b>“Work-Based Learning”</b>	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).
<b>“Public WSQ Registered Training Provider”</b>	Refers to a Registered Training Provider who delivers WSQ training and/or assessments and who is not an In-House WSQ Registered Training Provider.
<b>Public non-WSQ Registered Training Provider</b>	Refers to a Registered Training Provider who:-  (a) delivers training which is not WSQ training and/or delivers assessments which are not WSQ assessments; and  (b) does not deliver such training only to its own employees, directors or personnel, and does not deliver such assessments only to its own employees, directors or personnel.
<b>“In-House WSQ Registered Training Provider”</b>	Refers to a Registered Training Provider who delivers WSQ training and / or assessments only to its own employees, directors or personnel.
<b>“Certifiable Course”</b>	Refers to a course under a national or industry-wide certification system, and which is accredited or supported by SSG.
<b>“curriculum developer”</b>	Refers to an individual who designs and develops a curriculum.
<b>“trainer”</b>	Refers to an individual who conducts training.
<b>“assessor”</b>	Refers to an individual who conducts assessment(s).

## **All Applications:**

1. (a) Unless otherwise permitted by SSG, all applications seeking 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”, “Application for Funded Course Status” and “Additional Requirements Applicable to Courses Conducted or Provided (Wholly or Partly) through E-Learning” below are meant to be cumulative. You may (depending on the nature of your application) be required to comply with more than one set of such 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 applicable 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 the 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 (whichever is applicable) 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 course for which you make your application fulfils the applicable requirements set out in Table 1 below .

**Table 1**

Type of Training Provider	Requirement
Public WSQ Registered Training Provider	All Adult Educators assigned to the course who design and develop curriculum must possess a Diploma in Adult and Continuing Education (DACE) or a Diploma in Design and Development of Learning for Performance (DDDLP) or an equivalent of any of the aforementioned qualifications.
	At least 80% of the Adult Educators assigned to the course who conduct training and/or assessment(s) must possess an Advanced Certificate in Training and Assessment (ACTA) or an Advanced Certificate in

	Learning and Performance (ACLP) or an equivalent of any of the aforementioned qualifications.
In-House WSQ Registered Training Provider	<p>At least 80% of the Adult Educators assigned to the course who conduct training and/or assessment(s) must possess:-</p> <ul style="list-style-type: none"> <li>(i) two WSQ Workplace Trainer Programme (WSQ WTP) <i>Statements of Attainment</i>;</li> <li>(ii) one WSQ Workplace Learning Facilitator (WSQ WLF) certificate and one WSQ Workplace Learning Facilitator (WSQ WLF) <i>Statement of Attainment</i>;</li> <li>(iii) two WSQ Workplace Learning Facilitator (WSQ WLF) <i>Statements of Attainment</i>; or</li> <li>(iv) an equivalent of (i), (ii) or (iii) above.</li> </ul> <p>There must be at least one trainer assigned to the course:-</p> <ul style="list-style-type: none"> <li>(a) with an Advanced Certificate in Training and Assessment (ACTA) or an Advanced Certificate in Learning and Performance (ACLP) or an equivalent of any of the aforementioned qualifications; and</li> <li>(b) who functions as the curriculum developer for the course.</li> </ul>

#### 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) in person training
  - b) synchronous e-learning
  - c) asynchronous e-learning
  - d) on-the-job (“**OJT**”) training



- e) work-based / workplace learning
- f) 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 that 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);
- (iii) the course fulfils the applicable requirements set out above in Table 1 of paragraph 5 of this Appendix C; and
- (iv) if you are a Public non-WSQ Registered Training Provider, at least 80% of the Adult Educators assigned to the non-WSQ course (for which you apply for Funded Course Status) who conduct training and/or assessment(s) possess an Advanced Certificate in Training and Assessment (ACTA) or Advanced Certificate in Learning and Performance (ACLP) or an equivalent of any of the aforementioned qualifications.

#### **Additional Requirements Applicable to Courses Conducted or Provided (Wholly or Partly) through E-Learning:**

8. Additionally, if the course is to be conducted or provided (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, causing E-Attendance Records to be generated and submitted to SSG using SingPass (if synchronous e-learning will be conducted on the platform), and tracking trainees’ progress (if asynchronous e-learning will be provided on the platform); and
- (ii) a 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 (where applicable) assessor support; and
  - (ii) in relation to the learning platform to be used, trainees for the course will have access to technical helpdesk support.

For the avoidance of doubt, this paragraph 8 may apply whether you are applying for Funded Course Status or Accredited Course Status.

## 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, 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 who will conduct or provide training and assessments for the purposes of the Registered Course. However, there shall not, in any case, be less than two (2) trainers and two (2) assessors for 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 their absence.
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 or provided (wholly or partly) through e-learning:
  - (a) the learning platform that you use must be capable of authenticating trainees' identities, causing E-Attendance Records to be generated and submitted to SSG using SingPass (if synchronous e-learning is conducted on the platform), and tracking trainees' progress (if asynchronous e-learning is provided on the platform); 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 or provided for that run (which may include assessment papers, assessment checklists, and 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:

<b>“Employer-Sponsored Trainee”</b>	<p>Refers to a Trainee:</p> <ul style="list-style-type: none"><li>(i) whose employer is liable to pay SSG-Funded Course fees on account of the Trainee’s undertaking of the SSG-Funded Course; and</li><li>(ii) who is not a full- time national serviceman.</li></ul> <p>For the purposes herein: -</p> <ul style="list-style-type: none"><li>(a) A sole-proprietorship may be considered the employer of the sole-proprietor.</li><li>(b) A partnership may be considered the employer of a partner within that partnership.</li><li>(c) Unless falling within the scenario / exception mentioned in (a) or (b) above, a Trainee is considered an employee of a particular employer only if there exists an employment relationship between the Trainee and that particular employer. Without prejudice to your obligations to furnish true, accurate, genuine and complete information to SSG, SSG may rely on such records and information as it deems appropriate to decide if such employment relationship exists. These may include (without limitation) records maintained by the Government of the Republic of Singapore and other statutory boards.</li></ul>
<b>“Nett- Fee”</b>	<p>Refers to a status assigned by SSG to an SSG-Funded Course which connotes that the SSG-Funded Course fees will be partially subsidized by SSG, while the unsubsidized portion of the SSG-Funded Course fees has to be borne by the Trainee or his / her employer (whether by using SkillsFuture Credits or otherwise).</p>

1. Unless otherwise permitted by SSG, all transactions relating to SSG Funding shall be performed through the Training Partners Gateway.
2. Strictly without prejudice to Clause 6.2 of the Terms, unless otherwise permitted by SSG, to seek, receive or retain 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 you are an organisation consisting of partners), 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 you are an organisation consisting of partners), 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 by the Trainee or his / her employer for the run of the SSG-Funded Course (in respect of which you seek SSG Funding) must have been paid by cheque, credit card, GIRO, or other forms of electronic bank transfer (such as PayLah! or PayNow);
- 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 Unsupported Portion (defined below) of the SSG-Funded Course fees;
- i) for 'Nett-Fee' SSG-Funded Courses, you must not, unless otherwise required under written law or the terms or conditions of a Scheme as defined under the *Private Education Act 2009*, have:-
  - (1) collected more or less than; or
  - (2) waived the payment of
 the Unsupported Portion (defined below) of the SSG-Funded Course fees;
- j) the Trainee(s) on account of whom you seek 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 been employed by the same employer for the entire duration of 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) your receipt or seeking of the SSG Funding must not, in the sole opinion of SSG, be inconsistent with SSG's prevailing policies concerning the disbursement of that SSG Funding; such prevailing policies may include (without limitation) policies against the putting of any person in a position where that person is/becomes effectively doubly-funded by Singapore statutory board(s) or the Government of the Republic of Singapore;
- 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, an SSG-Funded Course that prepares the Trainee for a more significant role or a higher position in his/her 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) insofar as attendance records for the run of the SSG-Funded Course (for which you seek SSG Funding) are required to be submitted to SSG under this Contract, the attendance records must have been submitted to SSG in such manner and form required, and within such timeline(s) imposed, under this Contract;
- n) you shall submit, or must have submitted, 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;

and
- p) you must have complied with all other conditions (not set out in this Appendix E) for seeking, receiving or retaining SSG Funding as may be specified in other parts of the Contract (including, without limitation, Circulars that may be issued from time to time).

3. Unless otherwise stated by SSG to you, all your SSG-Funded Courses shall be deemed to have Nett-Fee status.
4. For the purposes of paragraphs 2(h) and 2(i) above of this Appendix E, “**Unsupported Portion**” shall refer to “Nett Fee” as reflected on the relevant enrolment page on the Training Partners Gateway.

## **APPENDIX F- ATTENDANCE RECORDS AND OTHER MATTERS**

### **SECTION A:- FOR SSG-FUNDED COURSES:-**

For all SSG-Funded Course sessions, you shall, unless otherwise exempted, permitted or specified by SSG, cause E-Attendance Records to be generated and submitted to SSG using SingPass.

### **SECTION B:- FOR COURSES OTHER THAN SSG-FUNDED COURSES:-**

#### **1. E-Attendance Sessions:-**

For all E-Attendance Sessions, you shall, unless otherwise exempted by SSG, :-

- (a) cause E-Attendance Records to be generated and submitted to SSG using SingPass; or
- (b) if SSG specifies in writing any alternative requirement(s) relating to attendance recording and/or submission of attendance records, comply with such specified alternative requirement(s).

#### **2. Asynchronous E-Learning Sessions:-**

For all Asynchronous E-Learning Sessions, you shall comply with Set A Requirements or Set B Requirements set out below:-

##### **Set A Requirements:-**

For each session attended by a Trainee, you shall:-

- (a) cause an electronic attendance record of that Trainee to be generated, such attendance record to show the date and times at which the Trainee logged onto and off the session;
- (b) ensure that the electronic attendance record reflects the Course title, and the duration of the run of the Course (including the start and end dates); and
- (c) retain that electronic attendance record until the expiry of three (3) years after the completion of the run of the Course (to which the session belongs), and furnish a copy of that electronic attendance record to SSG within fourteen (14) calendar days from SSG's request.

For the avoidance of doubt, your obligation to retain and furnish copies of electronic attendance records under (c) above shall survive the termination of this Contract or your Registered Training Provider status.

For the purposes of (b) and (c) above, the run of the Course shall be deemed to have started on the earliest date on which the Trainees are able to gain online access to the webspace or portal where they are meant to have their first sessions, and be deemed to be completed immediately after the last day on which the Trainees may gain online access to the said webspace or portal.

##### **Set B Requirements:-**

You shall cause E-Attendance Records to be generated and submitted to SSG using SingPass.



### 3. Other Sessions:-

For all other sessions of Courses (not being SSG-Funded Courses) not falling within the ambit of paragraph 1 or 2 above (under this Section B), you shall comply with Set 1 Requirements or Set 2 Requirements set out below:-

#### Set 1 Requirements:-

For each session, you shall:-

- (a) cause attendance records of Trainees, trainers (where the trainer is meant to be present) and assessors (where the assessor is meant to be present) to be generated;
- (b) cause such attendance records to be physically signed or electronically acknowledged by the Trainees, trainers (where the trainer is meant to be present) and assessors (where the assessor is meant to be present) on the day of the session (and no other date);
- (c) ensure that each attendance record states the Course title, the duration of the run of the Course (including the start and end dates), and the date and timing (being the start and end times) of the session for which attendance is being recorded;
- (d) retain that attendance record until the expiry of three (3) years after the completion of the run of the Course (to which the session belongs), and furnish a copy of that attendance record to SSG within fourteen (14) calendar days from SSG's request; and
- (e) if the session is conducted online, additionally cause the following to be taken:-
  - (i) a video recording of the entire session; and
  - (ii) date and time-stamped photographs/snapshots of the online classroom showing Trainees attending the session at the start and end of that session,

and, in respect of the video recording mentioned in (e)(i) above, ensure that each Trainee, trainer (where the trainer is meant to be present) and assessor (where the assessor is meant to be present) turns on his/her video camera for the entirety of the session, and retain the said video recordings and photographs/snapshots until the expiry of three (3) years after the completion of that session, and furnish to SSG copies of such video recordings and photographs/snapshots as may be requested by SSG within fourteen (14) calendar days from SSG's request.

For the avoidance of doubt, your obligation to retain and furnish copies of attendance records under (d) above and retain and furnish copies of videos and photographs/snapshots under (e) above shall survive the termination of this Contract or your Registered Training Provider status.

#### Set 2 Requirements:-

You shall cause E-Attendance Records to be generated and submitted to SSG using SingPass.

### **SECTION C:- FOR ALL COURSES:-**

Where the session (for which attendance is recorded) is an assessment or examination session, the attendance record (electronic or otherwise) for that session must expressly state the aforesaid.