

SkillsFuture Singapore Agency

Terms Relating to Enterprises

1 Contract

These Terms Relating to Enterprises (“**Terms**”), any appendices / appendix to these Terms, and the Circulars shall constitute a contract between you and SSG (the “**Contract**”).

2 Definitions and Interpretation

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

“Absentee Payroll”	refers to monies paid by SSG, or which SSG may pay to you, on account of time spent, during the term of operation of this Contract, by your Sponsored Employee attending a Course Run (or part thereof).
“Circulars”	means such circulars which are labelled “Circular Applicable to Enterprises” as may be notified to you or published on www.tpgateway.gov.sg , www.skillsfuture.gov.sg , or such other website(s) operated by SSG in lieu of any of the aforementioned websites.
“Course Run”	refers to the run of a course, conducted during the term of operation of this Contract, in relation to which you seek or have sought Absentee Payroll.
“Human Resource Policy”	refers to your organisational policy, set out in documentary form, providing for payment of Overtime Pay.
“MOM Rates”	refers to such rate(s) as may be set out from time to time in the Ministry of Manpower’s webpage at https://www.mom.gov.sg/faq/salary/if-i-have-to-attend-training-outside-normal-working-hours-can-i-be-paid-for-it (or such other webpage which operates in lieu thereof).
“Overtime Pay”	refers to allowance or overtime pay, compliant with (and no less favourable to the Sponsored Employees than) the prevailing MOM Rates, given by you to your Sponsored Employees for their attendance at course(s) outside normal working hours.
“partnership”	shall refer to a partnership which is unincorporated.
“Related Organisation”	shall refer to an organisation which:- (i) is your related corporation for the purposes of the <i>Companies Act 1967</i> ; or

(ii) in the opinion of SSG, shares common Controller(s) with you;
or

(iii) in the opinion of SSG, assisted you in your performance of activities undertaken for the purposes of this Contract.

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.

“Relevant Parties” refers to your directors, partners (where you are an organisation consisting of partners), management personnel, shareholders, employees, contractors, delegates and agents.

“Relevant Period” refers to the period of time from your indication to SSG that you wish or intend to claim for Absentee Payroll until the time that you receive the Absentee Payroll (both points of time inclusive).

“shareholders” where it refers to your shareholders, shall be construed to include beneficial shareholders or persons in favour of whom shares are held on trust.

“Sponsored Employee” refers to an employee of yours who is a Singapore citizen or Singapore permanent resident, and who attends / has attended, during the term of operation of this Contract, a Course Run (or part thereof), and on account of whom you are/were liable to pay fees for the Course Run, and who is not a full- time national serviceman.

For the purposes of the reference to ‘employee’ above: -

- (a) A sole-proprietorship may be considered the employer of the sole-proprietor.
- (b) A partnership may be considered the employer of a partner within that partnership.
- (c) Unless falling within the scenario / exception mentioned in (a) or (b) above, an individual is considered an employee of a particular employer only if there exists an employment relationship between that individual 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.

“SSG” means the SkillsFuture Singapore Agency established pursuant to Section 3 of the *SkillsFuture Singapore Agency Act 2016* (Act 24 of 2016).

“SSG IP” means intellectual property belonging to SSG and may include (without limitation) copyright in documents or materials created or

provided by SSG, and trade marks, logos, branding or designs belonging to SSG, whether or not incorporating the acronym "SSG" or the words "SkillsFuture Singapore Agency".

- 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 For the avoidance of doubt:-
- (a) this Contract operates until such time as it is terminated; and
 - (b) the granting of any right, benefit, or approval by SSG pursuant to / under this Contract shall not absolve you from your responsibility of complying with the terms of this Contract (including those set out in any appendix).

3 Obligations to Furnish Information

- 3.1 Subject to SSG's request, which may be made anytime during the term of operation of this Contract and for three (3) years thereafter, you shall within fourteen (14) calendar days from SSG's request, 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, whether former or present (such details may include, without limitation, NRIC / passport numbers, contact details, full names, roles and designations).
- 3.2 You shall notify SSG in writing of the occurrence during the term of operation of this Contract 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.
- 3.3 The operation of this Clause 3 shall survive the termination of this Contract.

4 Absentee Payroll

- 4.1 You acknowledge and accept that you can seek or receive Absentee Payroll only on account of your Sponsored Employees. Unless otherwise permitted, exempted or specified by SSG, to seek or receive Absentee Payroll, you shall comply with the contents of **Appendix A**, and fulfil all and any eligibility criteria set out in **Appendix A**.

4.2 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), while SSG will consider your seeking of, or claim for, Absentee Payroll,-

- (a) 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 be paid any Absentee Payroll or other monies, or operate to impose upon SSG any obligation to pay you any Absentee Payroll or other monies;
- (b) SSG makes no promise, warranty or representation whatsoever that any Absentee Payroll or other monies 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
- (c) SSG shall be entitled to decide, at its sole and absolute discretion, whether any Absentee Payroll will be paid to you in any particular instance and, if so, the amount thereof.

Clauses 4.2(a) to 4.2(c) above operate notwithstanding any compliance on your part with **Appendix A**, and/or any fulfilment on your part of any eligibility criteria set out in **Appendix A** or any condition(s) set out in this current version, or any prior version, of this Contract or elsewhere. The operation of this Clause 4.2 shall survive the termination of this Contract without limit of period.

4.2A Strictly without prejudice to Clause 4.2 above, unless otherwise decided by SSG (at its sole and absolute discretion), you shall not be permitted to claim for, seek or receive Absentee Payroll on account of time spent by a Sponsored Employee attending a course run where that Sponsored Employee's salary, remuneration or Overtime Pay for that period of time (spent attending the course run) is funded by the Government of the Republic of Singapore, any Singapore statutory board, or any Singapore government agency.

4.3 Strictly without prejudice to Clause 4.2 above, you acknowledge and agree that:-

- (a) SSG may seek to verify, calculate or determine the amount of Absentee Payroll that it wishes to pay to you;
- (b) SSG may conduct investigations, verification exercises, audits, inquiries or assessments with a view to finding out if you have breached any term of this Contract, or have provided any inaccurate, false, incomplete or misleading information to SSG;
- (c) each of the processes mentioned in Clauses 4.3(a) and 4.3(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 Absentee Payroll;
- (d) SSG may refuse to pay you all and any Absentee Payroll sought by you in the event that 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 Absentee Payroll, SSG shall be entitled to decide (at its sole and absolute discretion) the method or mode of disbursing the Absentee Payroll to you.

- 4.4 You acknowledge and accept that, unless otherwise decided by SSG (at its sole and absolute discretion), on account of any one period of time spent by an employee, no more than one set of absentee payroll will be given by SSG.

For illustration purposes (1):-

Your employee registered his attendance for two (different) course runs conducted on the same date on 1 October 2023 and at the same time from 1 pm to 2 pm. You received Absentee Payroll from SSG on account of that employee's attendance at one of the course runs. You shall not claim for, seek or be entitled to receive Absentee Payroll on account of that employee's attendance (actual or otherwise) at the other course run.

For illustration purposes (2):-

Your employee happens to have another employer ("**Other Employer**") apart from yourself. That employee attended a course run from 1pm to 2pm on 1 October 2023 ("**Subject Period**"). The Other Employer has validly claimed for absentee payroll on account of that employee's attendance during the Subject Period. You shall not claim for, seek, or be entitled to receive Absentee Payroll on account of that employee's attendance (at any course run) during the Subject Period.

For the purposes of this Clause 4.4, "**absentee payroll**" shall refer to monies paid, or to be paid, to a person on account of time spent by his/her/its employee attending a course run (or part thereof). This Clause 4.4 operates strictly without prejudice to Clause 4.2 above.

5 Retention of Documents

- 5.1 Unless otherwise decided by SSG, you shall obtain or cause to be generated the following records / information / documents / copies, and retain them for the following respective durations:-

- a) for a period of three (3) years from the date of commencement of any Course Run:-
 - (i) records of the full names, last four (4) alphanumeric characters of NRIC numbers, mobile telephone numbers, and e-mail addresses of the Sponsored Employees on account of whom you seek or have sought Absentee Payroll in relation to that Course Run;
 - (ii) copies of the employment contracts between yourself and the Sponsored Employees on account of whom you seek or have sought Absentee Payroll in relation to that Course Run showing employment for the entire duration of the Course Run or, if the Sponsored Employee is a sole-proprietor or partner as contemplated under the definition of "Sponsored Employee" above, a copy / copies of document(s) evidencing that the Sponsored Employee was such a sole-proprietor or partner for the entire duration of the Course Run;
 - (iii) records of CPF contributions and salaries made / paid by you (if any) to or for the benefit of the Sponsored Employees (on account of whom you seek or have sought Absentee Payroll in relation to that Course Run) in respect of / for the entire duration of the Course Run; and
 - (iv) documentary proof of payment by you of fees on account of the Sponsored Employees' undertaking of the Course Run (such Sponsored Employees being

Sponsored Employees on account of whom you seek or have sought Absentee Payroll in relation to that Course Run, and such documentary proof to name each such Sponsored Employee and to show clearly the fees paid on account of him / her);

and

- b) for a period of three (3) years from the completion of any Course Run, copies of all invoices (showing the identity of the person to whom the invoice is issued) and receipts (showing the identity of the payor) received from the provider of the Course Run in relation to that Course Run, and all bank statements and records showing payment of fees to the said provider for that Course Run and the identity of the payor,

and furnish such information, documents, records or copies to SSG within fourteen (14) calendar days of SSG's request. For the avoidance of doubt, your obligation to retain and furnish such information, documents, records or copies shall survive the termination of this Contract.

6 SSG's Rights

6.1 During the term of operation of this Contract and for three (3) years thereafter, whenever SSG seeks to:-

- (a) verify any information / documentation submitted by you pursuant to or for the purposes of this Contract or determine the amount of Absentee Payroll to be / that should 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 should (or should not) have been paid any Absentee Payroll, or are / was liable to pay or refund to SSG any monies (whether under this Contract or otherwise), or are / was liable to have this Contract terminated or the operation of this Contract suspended, or have provided any inaccurate, incomplete, false or misleading information to SSG,

(collectively "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 Sponsored Employees (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 / or provision of statements); and

- (ii) SSG shall be entitled to enter, without prior notice to you, your place of business during your usual operating hours to inspect and / or make copies of the information, documents, records or copies mentioned in Clause 5.1 above.

For the avoidance of doubt, the operation of this Clause 6.1 shall survive the termination of this Contract.

6.2 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: -

- (a) where you have breached any term of this Contract (this includes any warranty, representation or undertaking);
- (b) where you or any of the Relevant Parties are / is found to have provided any false, incomplete, misleading 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 Absentee Payroll); and
- (c) where SSG has terminated this Contract pursuant to Clause 11.1(b), 11.1(c), 11.1(d), 11.1(e), 11.1(f), 11.1(g), 11.1(k)(i), 11.1(o) or 11.1(p).

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

6.3 In the event that SSG discovers at any time that it has paid out to you any monies either mistakenly or under circumstances in which you were not supposed to be paid the monies by SSG, you shall within seven (7) calendar days of SSG's written request repay to SSG such monies paid to you. The operation of this Clause 6.3 shall survive the termination of this Contract without limit of period.

7 Assignment, Sub-contracting or Delegation to Third Parties

7.1 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, such written consent to be given or withheld at SSG's sole and absolute discretion.

7.2 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.

- 7.3 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 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.

8 Confidentiality

- 8.1 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 by SSG as being confidential or which, due to their nature, are clearly confidential ("**Confidential Information**").
- 8.2 Without prejudice to the obligations imposed on you under Clause 8.1 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 and / or other relevant persons. 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 in order to enforce or restrain any breach of such confidentiality agreements, and comply (at your own expense) with any reasonable directions of SSG pertaining to the enforcement or restraining of any breach of such confidentiality agreements.
- 8.3 The provisions of Clauses 8.1 and 8.2 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 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.

8.4 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.

9 Publicity and Disclosure

9.1 You shall seek SSG's prior written consent (to be given or withheld at SSG's sole and absolute discretion) before the release / making of any press release(s) regarding any relationship between you and SSG arising out of the Contract.

9.2 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 document you submit to SSG in connection with, for the purposes of, or pursuant to this Contract; and
- (b) any information provided by you to SSG (in whatever form and through whatever medium, whether electronic or otherwise) in connection with, for the purposes of, or pursuant to this Contract

to such third parties as SSG may deem appropriate. Such third parties 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 SSG's obligations or activities contemplated to be performed by SSG under this Contract, the Government of the Republic of Singapore, and other Singapore statutory boards.

9.3 Further, SSG shall be entitled to disclose (without prior notice or liability to you and for any reason or purpose whatsoever) to the public and such third parties as it (SSG) may deem appropriate that you have sought or applied for or been granted any right or benefit (for the avoidance of doubt, this includes Absentee Payroll) under the Contract and / or the fact that you have entered into this Contract. SSG shall also be entitled to (without prior notice or liability to you and for any reason or purpose whatsoever) make such disclosure, publication or announcement through such medium and in such manner as it may deem fit regarding the expiry, suspension, variation or termination of the Contract or of any right or benefit granted to you under the Contract.

9.4 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), through / 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.

10 Force Majeure

- 10.1 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.
- 10.2 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 by way of written notice to you.

11 Suspension, Termination and Amendment

- 11.1 SSG shall be entitled to terminate this Contract, or suspend (for such period as SSG may decide in its sole and absolute discretion) the operation of 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 without the prior written approval 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;
- 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, :-
 - (i) renders you unable to comply with the Contract or any part thereof; or
 - (ii) renders the Contract inconsistent with the objects or 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, misleading, 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.

11.2 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 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 or 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 11.2(1) or Clause 11.2(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 4.2 above, any payment of, or your seeking of, Absentee Payroll or any other type of funding from SSG meant to be governed by this Contract 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 11.2(1) or Clause 11.2(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.

- 11.3 SSG may terminate this Contract, or suspend (for such period as SSG may decide in its sole and absolute discretion) the operation of this Contract, 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.
- 11.4 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 should not be terminated or the operation of the Contract should not be suspended. 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 or terminate. This Clause 11.4 shall not operate to prejudice or limit SSG's rights under this Contract or at law (including, without limitation, SSG's rights under Clauses 11.1 and 11.3 above).

12 Effect of Suspension or Termination

- 12.1 Where SSG has suspended the operation of this Contract, you shall not seek any Absentee Payroll on account of any Sponsored Employee's attendance, during the period of suspension, of any course run (or any part thereof).
- 12.2 For the avoidance of doubt, where this Contract is terminated, you shall not seek any Absentee Payroll on account of attendance by any person after the said termination at any course run (or any part thereof).
- 12.3 Any suspension of operation of this Contract shall not operate to prejudice or affect SSG's rights against you (whether under this Contract or otherwise) or your obligations owed to SSG (whether under this Contract or otherwise). 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.

13 Warranties

13.1 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, perform any activity contemplated thereunder to be performed by you, submit any application thereunder, seek Absentee Payroll thereunder, provide information or documents to SSG as required or contemplated under the Contract, and accept any benefit or Absentee Payroll given under or pursuant to 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 to receive Absentee Payroll or any other type of funding or benefit from SSG under the Contract.
- e) Whenever you seek or receive Absentee Payroll on account of any Sponsored Employee who will attend / has attended a Course Run outside normal working hours, you have in place a Human Resource Policy, and you will pay / have paid that Sponsored Employee Overtime Pay in accordance with your Human Resource Policy on account of his / her attendance at the Course Run outside normal working hours.

13.2 By indicating to SSG your wish or intent to claim for Absentee Payroll on account of any individual, you shall thereby be taken to be representing and warranting to SSG that:-

- (a) that individual is your Sponsored Employee; and
- (b) you have paid, by way of cheque, GIRO or electronic bank payment the record(s) of which show the payment amount(s) and identify the payee and payor, the portion of the fees for the Course Run (attended / to be attended by the Sponsored Employee) not subsidized by SSG.

14 Indemnity

14.1 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 on your part or on the part of any of the Relevant Parties;
- (c) any use of SSG IP by you or any of the Relevant Parties, or any permitting by you or any of the Relevant Parties to use SSG IP, without the consent of SSG, or in a manner not consistent with terms imposed by SSG in connection with SSG's consent or with law; or
- (d) any dispute between you and any third party arising out of or in connection with any of the matters referred to in subclauses (a) to (c) above.

14.2 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.

15 General

15.1 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.

15.2 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.

15.3 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.

- 15.4 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 the other party, bind the other party to any third party, or make any commitment, representation or warranty for or on behalf of the other party.
- 15.5 (a) Subject to Clause 15.5(b) below, for the purposes of the *Contracts (Rights of Third Parties) Act 2001*, this Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions or terms.
- (b) In the event and to the extent that SSG exercises the option under Clause 14.1(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 14.1 above accordingly.
- 15.6 This Contract shall be governed by Singapore law and the parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.
- 15.7 This Contract constitutes the entire agreement between SSG and you with respect to its subject matter, and supersedes all previous communications, agreements and undertakings between you and SSG (whether written or oral) with regard to the said subject matter.
- 15.8 For the avoidance of doubt, it shall be your sole responsibility to comply (at your own cost and expense) with all laws (this may include compliance with the *Personal Data Protection Act 2012*, where applicable) when performing your obligations or activities under this Contract.
- 15.9 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 4.2, 4.3, 6.2, 6.3, 7.1, 7.2, 8, 9, 14, 15.6 and 15.10 herein shall survive the termination of this Contract without limit of period.
- 15.10 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 from this Contract. This Clause 15.10 operates to the full extent permitted by law.
- 15.11 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. All rights and remedies conferred on SSG under this Contract are in addition to, and not exclusive of, rights and remedies available to SSG under law or any other agreement.

APPENDIX A

1. Unless otherwise permitted or decided by SSG, to seek or receive Absentee Payroll on account of your Sponsored Employee:-
 - (a) throughout the Relevant Period, you and your directors, partners (where you are an organisation consisting of partners) and shareholders:-
 - (i) must be free from legal proceedings (criminal or civil) including, without limitation, bankruptcy or insolvency proceedings; and
 - (ii) 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);
 - (b) SSG must not have issued to you or any of your directors, partners (where you are an organisation consisting of partners), shareholders or management personnel any notification that you or any of them (as the case may be) have / has been suspended or disqualified from receiving funding from SSG (such suspension or disqualification being operative at any point of time during the Relevant Period);
 - (c) throughout the Relevant Period, you and your directors, partners (where you are an organisation consisting of partners), shareholders and 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;
 - (d) you must have paid, by way of cheque, GIRO or electronic bank payment the record(s) of which show the payment amount(s) and identify the payee and payor, the portion of the fees for the Course Run (attended / to be attended by the Sponsored Employee) not subsidized by SSG;
 - (e) where the abovementioned fees have been paid by way of cheque, the cheque must have been cleared;
 - (f) the Sponsored Employee on account of whom you seek Absentee Payroll:-
 - (i) must not have attended any previous run of the course (for which you seek Absentee Payroll), unless no absentee payroll was given (whether to you or to any other person) on account of that Sponsored Employee's undertaking of that previous run (for the purposes herein, "**absentee payroll**" shall refer to monies paid, or to be paid, to a person on account of time spent by him/her or his/her/its employee attending a course run (or part thereof));
 - (ii) 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 any point of time during the Relevant Period);
 - (iii) must not owe any debt to SSG; and

- (iv) must have continued to receive his / her full salary (where applicable), Central Provident Fund entitlements (where applicable), and any other statutory benefits due to him / her (in connection with his / her employment, partner status, or sole-proprietor status, as the case may be) for the entire duration of the Course Run in respect of which you seek Absentee Payroll;
- (g) the Course Run must be relevant to the current role of the Sponsored Employee, and consistent with the business needs of his / her workplace (being your organisation); in this respect, a Course Run that prepares the Sponsored Employee for a more significant role or a higher position in his / her workplace (being your organisation) will be considered relevant to his / her current role;
- (h) there must not have been disbursed, by any Singapore statutory board, any Singapore government agency, the Government of the Republic of Singapore, or the Employment and Employability Institute Pte. Ltd., any Similar Funding on account of that Sponsored Employee (whether or not that Sponsored Employee was your employee at the time of the previous disbursement, and whether or not the previous disbursement was made to you); for the purposes of this subparagraph (h), **“Similar Funding”** shall mean funding disbursed on account of time spent by that Sponsored Employee attending the same course (in respect of which you seek Absentee Payroll), but shall be taken to exclude funding disbursed to subsidise or defray payment of course fees and such other types of funding as may be decided by SSG (at its sole and absolute discretion) from time to time; and
- (i) your seeking of Absentee Payroll must be/have been done in a manner instructed or specified by SSG, or in a manner otherwise acceptable to SSG (at SSG’s sole and absolute discretion).