

## Terms and Conditions for Funded Courses

### 1. Scope of Terms and Conditions

- 1.1 These Specific Terms and Conditions shall apply to (amongst other things) all requests for Funded Course status and approvals relating to Funded Courses by SSG.

### 2. Definitions

- 2.1 The following words and expressions shall have the following meanings:

**“Applicant”** refers to a Singapore Citizen who undertakes or seeks to undertake a Funded Course.

**“Certifiable Skills Training Course”** refers to national or industry-wide certification training programmes which are accredited or supported by SSG.

**“Funded Course”** means a training course approved by SSG for funding under a Funding Scheme.

**“Funding Scheme”** means a funding scheme/programme administered by SSG, including without limitation schemes administered under the Skills Development Fund (SDF) and Lifelong Learning Endowment Fund (LLEF).

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

“LLEF” means the Lifelong Learning Endowment Fund established pursuant to Section 3 of the Lifelong Learning Endowment Fund Act (Cap. 162A).

“SDF” means the Skills Development Fund established pursuant to Section 5 of the Skills Development Levy Act (Cap. 306).

**“Grant”** means monetary support by SSG under a Funding Scheme.

**“Marketing Information”** means information conveyed by the Training Organisation to third parties with the effect of, or for the purposes of, publicising, promoting or marketing Funded Course(s). This may include (without limitation) information contained in printed brochures and online publicity contents.

**“Marketing Guidelines”** refers to Guidelines relating to Marketing Information and / or Marketing Practices.

**“Marketing Practices”** means the publicising, promoting or marketing of Funded Course(s). This may involve (without limitation) granting of rebates or discounts, free gifts, and charging of differential fees.

<b>“Non-WSQ”</b>	Training system delivered by others for which SSG does not award Statements of Attainment (SOAs) as part of SSG Workforce Skills Qualifications (WSQ) system.
<b>“Referral Award”</b>	refers to a reward (in whatever form, monetary or otherwise) given (whether directly or indirectly) to someone for referring an Applicant to the Training Organisation.
<b>“WSQ”</b>	The Singapore Workforce Skills Qualifications (WSQ) is a national credentialing system. It trains, develops, assesses and recognises individuals for the key competencies that companies look for in potential employees.
<b>“Trainee”</b>	means a person who attends a Funded Course.
<b>“Employer-Sponsored Trainee”</b>	refers to a Trainee:-  (a) whose employer is liable to pay Funded Course fees on account of the Trainee’s candidature in the Funded Course; or  (b) who himself, or whose employer, has been engaged by the (first-mentioned) person referred to in Section 4.3(c) of the <i>Funding-Specific Terms and Conditions</i> , and such person is liable to pay Funded Course fees on account of the Trainee’s candidature in the Funded Course.
<b>“Self-Sponsored Trainee”</b>	refers to a Trainee who is not an Employer-Sponsored Trainee.
<b>“You” or “you”</b>	means the applicant for Funded Course status or provider of the Funded Course, as the context requires.
<b>“Training Organisation”</b>	means a provider of a Funded Course
<b>“In-House Funded Course”</b>	means a Funded Course which is conducted at the request of an organisation, and which is attended only by the employees of that organisation.
<b>“MySkillsFuture”</b>	means the online portal found at <a href="http://www.myskillsfuture.sg">www.myskillsfuture.sg</a> .

### **3. Funded Course Status**

- 3.1 To obtain Funded Course status from SSG, you must apply to SSG for approval. If granted, such approval is personal to you and shall not be transferable or assignable to any third party.
- 3.2 Funded courses shall be awarded ‘Full Fee’ or ‘Nett Fee’ status at the sole discretion of SSG.
- 3.3 Except for changes and updates that you may make automatically via SkillsConnect, no changes or updates to Funded Courses shall be made without the prior written approval of SSG. You shall request for such approval no later than one (1) month before the date on which the change or update is proposed to be implemented and comply with such instructions as SSG may issue in respect of any changes or updates to the Funded Course.

- 3.4 All requests for Funded Course status or any changes and updates to Funded Courses shall be made in SSG's prescribed form and submitted within the timeframes and in the manner specified by SSG from time to time accompanied by all supporting information and documentation required by SSG.
- 3.5 The power to accept or reject any request made under this Section or to revoke or suspend any approval given under this Section shall vest solely in SSG and SSG shall be entitled to exercise its rights under this Section in its sole discretion without advance notice or liability to any person and without assigning any reasons for its decision.

#### **4. Funded Course Administration**

- 4.1 You shall accept Funded Course enrolments and applications for Grants from qualifying claimants in the manner specified in the Guidelines.
- 4.2 You shall advise employers and other relevant persons interested in the Funded Course(s) of the availability and purpose of the Grants, the eligibility criteria for such Grants, the top-up or other payment obligations of the employer and any other the conditions of award of Grants.
- 4.3 You shall ensure that your staff and permitted licensees, sub-contractors and representatives appointed to conduct the Funded Course have the requisite qualifications and are competent for their role and maintain an administrative support system for the conduct of the Funded Course, at least in compliance with the following requirements:-
- (a) Each Funded Course shall have at least two (2) or sufficient qualified Adult Educators to support the delivery and assessment of all training sessions. In cases where the regular trainer is unavailable, there is a backup trainer to ensure continuous delivery of training.
  - (b) An adequate number of full-time staff must be made available to administer the Funded Course(s).
  - (c) You shall keep records of the trainers, enrolments, attendance, and any other records pertaining to application for Grants, including tax invoices and other evidence of payments made and received.
  - (d) You shall ensure that the training facilities and equipment provided for the conduct of the Funded Course(s) are sufficient to meet the needs of the Trainees and generally in good working order.
  - (e) For WSQ Courses, additional and prevailing WSQ Organisational Approval, Course Accreditation, and Continuous Improvement Review requirements apply.
- 4.4 SSG shall be entitled upon written notice to require you to replace any such person who in SSG's sole opinion is either incompetent in carrying out his role or has conducted himself in a manner that is or is likely to damage or bring into disrepute the name or reputation of SSG or be prejudicial to the interests of SSG.
- 4.5 You shall maintain a formal feedback system which should include without limitation the following:-
- (a) An evaluation questionnaire to be completed by Trainees to assess the relevance of the Funded Course and effectiveness of trainers after completion of the Funded Course; and
  - (b) Where appropriate, a post-course test to determine the Trainees' understanding of the Funded Course.

- 4.6 You shall have a formal system to track the attendance of Trainees which shall include without limitation the following:-
- (a) Trainers and trainees must sign an attendance list at every session attended of the Funded Course, and you shall ensure that the system allows the collection of such signatures only on the date of the session and on no other date. Attendance list formats that do not indicate attendance by attendee signatures are not acceptable to SSG;
  - (b) The course title, course duration (including the start and end dates and total duration in hours), date and timing (including the start and end time) of the applicable training session, course headcount and (if applicable) date of examination shall be clearly stated in the attendance list; and
  - (c) The reason for absence of any Trainee(s) must be recorded and, for an Employer-Sponsored Trainee, the employer must additionally be informed of the Trainee's absence.
- 4.6A In respect of each Funded Course which is not an In-house Funded Course, you shall:-
- (a) obtain the information set out Section 4.6A(c)(i) below;
  - (b) keep the Trainee Details (defined below) for a period of three (3) years from the end of the Funded Course; and
  - (c) (if requested by SSG) submit, in respect of each Trainee who attended the Funded Course, the following information onto MySkillsFuture at least three days before the end of that Funded Course:-
    - (i) the full name, NRIC number, mobile telephone number, and email address of the trainee; and
    - (ii) the title, reference number, and start and end dates of the Funded Course, (collectively the "Trainee Details");
    - (iii) provided that you will not be required to submit Trainee Details for any Trainee as may be specified or excluded in writing by SSG (on a case by case basis).
  - (d) You agree that, notwithstanding anything else set out in the Contract, the Trainee Details may be used by SSG for such purposes as it deems appropriate, including (without limitation) purposes of performing surveys concerning Funded Course. The obligations imposed on you under the other provisions of this Contract. For the avoidance of doubt (without prejudice to the generality of Section 7.4 of the SkillsConnect general terms and Conditions), it shall be your responsibility to comply with any provision of the Personal Data Protection Act 2012 as may be applicable.
- 4.7 After the completion of a Funded Course, you shall submit to SSG all information required by SSG relating to the eligibility of Trainees, attendance and completion of Funded Course requirements by Trainees in the form and manner and within the timeframes set out above, in the Guidelines or otherwise specified by SSG, accompanied by all supporting information and documentation required by SSG. For the avoidance of doubt, you are required to submit to SSG the assessment records or qualifications attained by the Trainee in respect of a non-WSQ Certifiable Skills Training Course. For WSQ courses, you are required to upload Trainee assessment records into SkillsConnect within the prevailing timeframes specified by SSG.
- 4.8 You shall:-
- (a) accept payment of Funded Course fees only:-

- (i) from Self-Sponsored Trainees, employers of Employer-Sponsored Trainees, or the (first-mentioned) persons referred to in Section 4.3(c) of the Funding - Specific Terms and Conditions, (as the case may be); and
    - (ii) by cheque, GIRO or electronic bank transfer (instead of by cash, credit card or any other means) in respect of Employer-Sponsored Trainees.
  - (b) issue to payors of Funded Course fees receipts or other proof of payments showing the dates and amounts of payment, and the names of the payors; and
  - (c) for each receipt or other proof of payment (as described in Section 4.8(b) above) issued, retain a copy of the same for at least three (3) years after the completion of the Funded Course for which it is issued.
- 4.9 [Intentionally omitted]
- 4.10 [Intentionally omitted]
- 4.11 You shall keep detailed and accurate records related to the conduct of the Funded Course(s) together with supporting receipts, GIRO and remittance statements, vouchers and invoices, in accordance with generally accepted accounting principles. Such records include without limitation documentation of enrolment and application forms, attendance lists, payment invoices, course fee receipts, financial statements (including without limitation bank statements) and all other documents pertaining to the claims for Grants and Trainee attendance and achievement in Funded Courses. Such records shall be kept for at least three (3) years after completion of the Funded Course or receipt of documents (whichever is later) and shall be furnished to SSG as and when requested.
- 4.12 You shall permit SSG, and its officers, contractors and agents full and free access to your place(s) of operation to observe your conduct of Funded Courses, and / or (during your operating hours) to inspect, make copies of or take extracts from any document(s) required to be kept by you under the Contract. You shall provide full and timely co-operation with SSG and its authorised representatives.
- 4.13 You shall inform the Trainees that SSG or its nominated representatives may contact them for the purposes of conducting survey(s) in relation to the Funded Course.

#### **4A. Marketing and Publicity**

- 4A.1 You shall:-
- (a) ensure that all Marketing Information comply with the Marketing Guidelines, unless such compliance is dispensed with by SSG in writing;
  - (b) ensure that all your Marketing Practices comply with the Marketing Guidelines, unless such compliance is dispensed with by SSG in writing, and further, you shall not engage in Marketing Practices which have the result of subjecting persons who are eligible for higher rates of award under the Grant(s) to payments larger than those to be made by persons who are eligible for lower rates of award under the Grant(s), or who are not eligible for SSG funding at all;
  - (c) not offer or provide any Referral Award;
  - (d) not conduct lucky draws with the effect of, or for the purposes of, attracting Applicant(s); and
  - (e) not offer or provide vouchers or other similar incentives with the effect of, or for the purposes of, attracting Applicant(s).

4A.2 Without prejudice to the provisions of Section 10 of the General Terms and Conditions, in marketing or promoting your Training Organisation or a Funded Course, you shall not make any statements which indicate or may give an impression that SSG has approved, recommended or otherwise endorsed you or your services or has given any guarantee or warranty as to you or your services.

## **5. Changes Required by SSG**

5.1 SSG shall be entitled at any time upon written notice require you to update the Funded Course or any materials, goods or services provided in the course of the Funded Course and re-submit a request for Funded Course status. If you fail to re-submit your request for Funded Course status within the period stipulated by SSG, the Funded Course status shall be automatically revoked without further notice or liability to you.

## **6. Revocation of Funded Course Status**

6.1 SSG may forthwith by notice in writing and without liability to you revoke the award of a Grant in respect of any Trainee, suspend or withhold payment of the whole or any part of the award or reduce the award by such amount as SSG may deem fit in the following circumstances:

- (a) Upon the occurrence of any of the matters that would entitle SSG to terminate the Contract under the SkillsConnect General Terms and Conditions; or
- (b) If SSG has determined in its sole and absolute discretion that you have failed to comply with any requirement for Funded Course administration or marketing or publicity in accordance with Section 4 or 4A or that the award of Funded Course status is in violation of any applicable law.

6.2 SSG may at its sole discretion permit you to request for the revival of a revoked or suspended Funded Course status. If you have been given such permission, you shall, within one (1) month after the revocation or suspension of Funded Course status for any reason, provide SSG with such enrolment and application forms, attendance lists, payment invoices, course fee receipts, and other documents pertaining to the claims for Grants and Trainee attendance and achievement in Funded Courses as SSG may require.

6.3 For avoidance of doubt, any claim for a Grant made in respect of a Funded Course but received by SSG on or after the revocation of the applicable Funded Course status shall be invalid. SSG reserves the right in its sole and absolute discretion to reject as invalid any claim for a Grant received by SSG on or after the date of its notice to suspend Funded Course status.

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