

Appendix C
(updated as at Mar 2021)

GENERAL TERMS AND CONDITIONS OF ENDORSEMENT FOR CITREP+ COURSE PROVIDER

1. SCOPE OF TERMS AND CONDITIONS

1.1 Amongst other things, these General Terms and Conditions (“General Terms”) shall apply to Course Providers (defined below).

2. DEFINITIONS

2.1 In these General Terms, the following words and expressions shall have the following meanings hereby assigned to them unless the context requires otherwise:

2.1.1	"Agreement"	means the agreement between the Course Provider and IMDA whereby IMDA agrees to endorse the Course and grants Approval to the Course Provider to conduct the Course under the Programme, and the Course Provider accepts the Letter of Approval and agrees to conduct the Course, subject to the terms and conditions of the General Terms and all CITREP+ guides/guidelines as may be issued by IMDA from time to time on IMDA’s website;
2.1.2	"Application"	means the application submitted by the Course Provider to seek Approval for the endorsement of the Course and to conduct the Course under the Programme, together with all relevant documents and the requisite non-refundable application fee as may be stipulated in the said prescribed application form;
2.1.3	"Approval"	means the approval awarded by IMDA to the Course Provider under the Programme in accordance with the Letter of Approval;
2.1.4	"Approval Documents"	means the Application, the Letter of Approval, these General Terms and any annexes to any of the foregoing, as the same may be amended from time to time in accordance with Clause 19 hereof and all documents relating to, in connection with or ancillary to the foregoing;
2.1.5	"Assessment Fees"	refers to fees charged by the Course Provider for conducting an assessment (of any kind) of the Claim Applicant in relation to his enrolment in a Course, and expressed or to be expressed by the Course Provider in its invoice or billed as ‘Assessment Fees’.
2.1.6	"Certificate Awarding Body" ("CAB")	means the organisation which is the certification or curriculum owner;
2.1.7	"Certification Fees"	refers to fees charged by the Course Provider for the certification (of any kind) of the Claim Applicant upon the Claim Applicant’s completion of a Course, and expressed or to be expressed by the Course Provider in its invoice or billed as “Certification Fees”;

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2.1.8	"Claim Applicant"	means the self-sponsored Trainee or the sponsoring organisation, as the case may be;
2.1.9	"Confidential Information"	means information in whatever form (oral, written, electronic, etc.) pertaining to IMDA, the Government of the Republic of Singapore or the Approval Documents that is disclosed to or obtained by the Course Provider, as well as all items and deliverables prepared for or submitted to IMDA in connection with the Agreement (including but not limited to drafts, preliminary documents and associated materials) BUT EXCLUDES information that (a) the Course Provider develops independently without use of any information disclosed to or obtained by the Course Provider by or from IMDA; (b) is or becomes publicly available without breach of the Approval Documents or other legal obligations; and (c) is previously known to the Course Provider without any obligations of confidence or is disclosed to the Course Provider by a third party who is not subject to any obligations of confidentiality;
2.1.10	"CorpPass"	refers to the corporate digital identity issued by the Singapore Government for businesses and other entities to transact online with Government agencies;
2.1.11	"Course"	refers to the training Course and/or certification examination(s) endorsed by IMDA in the Letter of Approval which the Course Provider may offer to conduct under the Programme;
2.1.12	"Course Fees"	means the fees (not including Certification Fees, Assessment Fees and GST) charged by the Course Provider on account of the Claim Applicant's enrolment in a Course, and expressed or to be expressed by the Course Provider in its invoice or billed as "Course Fees". Claims can only be made based on the final amount of Course Fee(s) arrived at, after taking into account any discounts or deductions by the Course Provider and/or any third parties;
2.1.13	"Course Provider"	means the organisation to whom Approval has been granted to conduct such Course under the Programme as identified in the Letter of Approval;
2.1.14	"Endorsement Period"	means the period of IMDA's endorsement of the Course. This period shall commence from the date specified in the Letter of Approval;
2.1.15	"Excluded Fees"	means:- (1) fees charged by the Course Provider for providing the Claim Applicant with:- (i) registration services of any kind; (ii) materials or goods of any kind; (iii) administrative services of any kind; (iv) memberships of any kind; or (v) hardware or software of any kind.
2.1.16	"IMDA"	means the Info-communications Media Development Authority; Which allows reimbursement of Course Fees under the Programme
2.1.17	"IMDA-approved Enrolment Quota"	means the enrolment quota set by IMDA (and notified to the Course Provider by e-mail) for trainees under a Course who may receive reimbursement of Course Fees by IMDA under the Programme;

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2.1.18	"ICMS"	refers to the Infocomm Competency Management System, the integrated online system used by the Course Providers to participate in IMDA's training incentive schemes, such as CITREP+ and Talent Assistance ("T-Assist");
2.1.19	"Letter of Approval"	means the letter from IMDA granting the Approval to the Course Provider specified therein;
2.1.20	"Marketing Information"	refers to any information conveyed by the Course Provider to third parties whether verbally or in writing, with the effect of, or for the purposes of, publicising, promoting and/or marketing the Course(s). This may include (without limitation) printed brochures and online publicity content;
2.1.21	"Marketing Guidelines"	refers to guidelines as may be issued, revised, updated by IMDA from time to time: - (1) relating to Marketing Information and / or practices for marketing, publicising or promoting the Course(s); and (2) notified to the Course Provider.
2.1.22	"Organisation-sponsored trainee"	refers to a person who is an employee of the applicant company as defined in the Employment Act (Cap. 91). Where the Trainee is employed on a part-time basis, the Trainee must be a part-time employee as defined in the Employment (Part-Time Employees) Regulations made under the Employment Act (Cap. 91);
2.1.23	"Programme" or "CITREP+"	refers to Critical Infocomm Technology Resource Programme ("CITREP+") administered by IMDA;
2.1.24	"Qualifying Fees"	means: - (1) Course Fees; (2) Certification Fees; and (3) Assessment Fees payable by the Claim Applicant to the Course Provider on account of his enrolment in a Course, but shall not include Excluded Fees;
2.1.25	"Reference Bank(s)"	means the principal Singapore office(s) of the bank(s), as notified by IMDA to the Course Provider at its sole discretion from time to time, whose prime lending rate(s) are used for the purpose of calculating the Reference Interest Rate;
2.1.26	"Reference Interest Rate"	means the arithmetic mean (rounded up, if necessary to the next 1/16 percent) of the respective prime lending rate(s) of the Reference Bank(s);
2.1.27	"Referral Fee"	refers to a referral fee(s) (in whatever form, monetary or otherwise) given by the Course Provider (whether directly or indirectly) to an individual or an entity for referring a Claim Applicant;
2.1.28	"SingPass"	means the Singapore Personal Access (SingPass) password issued by the Singapore Government that entitles the holder to transact online with Government agencies; and
2.1.29	"Trainee"	Means an individual who has enrolled in the Course whether such individual is a self-sponsored trainee or an Organisation-sponsored trainee.

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3. INTERPRETATIONS

- 3.1 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 3.2 Words denoting any gender include all genders, and words denoting persons include firms and corporations and vice versa.
- 3.3 Unless the context otherwise requires, reference to any clause or sub-clause is to a clause or sub-clause of or to this General Terms.
- 3.4 The headings in this General Terms are inserted for convenience only and shall not affect the construction or interpretation of this document.

4. THE APPROVAL

- 4.1 Grant of Approval. The Approval shall only be deemed to be granted to the Course Provider upon the issuance of the Letter of Approval by IMDA to the Course Provider, whereupon the Agreement shall take effect.
- 4.2 Terms and Conditions of Approval. The Agreement shall be subject to the provisions of the Approval Documents. All decisions and acts of IMDA in relation to any matters pertaining to the Approval granted to the Course Provider shall be conclusive, final and binding on the Course Provider and IMDA shall not be obliged to give any reasons or explanations whatsoever.
- 4.3 Expiry of Endorsement Period. The Endorsement Period will automatically expire on the last date of the current term set by IMDA. Notwithstanding the foregoing, IMDA is entitled to change, from time to time and at any time, this expiry date and IMDA will endeavour to notify the Course Provider of such change(s), if any. It is the responsibility of the Course Provider to complete the renewal process upon the expiry of the endorsement period.
- 4.4 Conflict Between Terms of Approval Documents. In the event of any conflict or inconsistency between any terms of the Approval Documents the following documents shall prevail in the following descending order of priority: -
- (a) the General Terms;
 - (b) the Letter of Approval; and
 - (c) the Application.

5. OBLIGATIONS AND RESPONSIBILITIES OF THE COURSE PROVIDER

- 5.1 Status of Course Provider. The Approval granted to the Course Provider shall remain valid only if the following conditions, and any other conditions which may be stipulated by IMDA from time to time, are satisfied at all times during the Endorsement Period:
- (a) The Course Provider must be incorporated in Singapore;
 - (b) The Course Provider carries out business activities in Singapore which are consistent with IMDA's objectives in relation to Course accreditation, certification and course endorsements;

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- (c) The Course Provider complies with all the provisions of the Approval and the General Terms; and
- (d) The endorsement by the Certificate Awarding Body of the Course and/or curriculum is not revoked or withdrawn for any reason whatsoever by the aforesaid body.
- 5.2 The Course Provider shall promptly update IMDA in writing and in ICMS on the following types of changes and undertakes that any information it provides to IMDA pursuant to this Clause will be true, accurate and complete: -
- (a) change of the name of any Course;
- (b) change of Qualifying Fees and Excluded Fees charged for any Course;
- (c) cessation of provision of any Course; and
- (d) such other types of changes as may be specified by IMDA to the Course Provider from time to time.
- 5.3 Management Representative (MR). The Course Provider shall designate a suitably qualified employee as the MR to be primarily responsible for directing and co-ordinating the conduct of the Course and all other matters which are to be performed by the Course Provider pursuant to the Approval including but not limited to course administration. The MR shall be deemed to be the Course Provider's agent in all dealings with IMDA and all actions of and representations made by the MR shall be binding on the Course Provider. The Course Provider shall notify IMDA as to the identity of the designated MR and any changes thereto and IMDA shall be fully entitled to rely on all actions of and representations made by the MR until IMDA is notified otherwise.
- 5.4 The Course Provider must ensure all staff are adequately knowledgeable to be able to communicate the relevant and correct information on the Programme and the Course.
- 5.5 Training Staff. The Course Provider shall ensure that its training staff of any Course possesses at least two (2) years of relevant industry and/or training experience, and adequate educational and training qualifications, skills, ability and experience to conduct the Course diligently and in a professional manner. The Course Provider shall provide IMDA with all relevant particulars, educational and/or professional qualifications and experience of each of its trainers at the time of submission of the Application.
- 5.6 Particulars of Course Provider and Training Staff. Any change to the particulars of the Course Provider (including, but not limited to, any changes in the Course Provider's contact particulars, and any changes to the Course Provider's trainers and designated staff to access ICMS), must be promptly notified in writing to IMDA and in ICMS.
- 5.7 Training Sites. The Course Provider shall ensure that the training conducted at all Training Sites in Singapore complies at all times with all the terms and conditions stipulated in the Approval Documents.

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- 5.8 Qualification Criterion of Trainee. The Course Provider shall ascertain the eligibility of each Trainee for Course Fee subsidy as set out in the Programme. Such eligibility criterion will be communicated by IMDA to the Course Provider from time to time. In reimbursing or paying any monies to each Claim Applicant, IMDA will rely on all express and/or implied representations of the Course Provider as to such eligibility of the Trainee, including but not limited to documents provided by the Course Provider in support of each Claim Applicant's claim for Course Fee subsidy. If inaccurate or erroneous claims for Course Fee subsidy are submitted by a Claim Applicant and detected by IMDA:
- (a) monies which have been reimbursed to or paid to the Claim Applicant; and
 - (b) interest calculated thereon at the Reference Interest Rate for the period from the receipt by the Claim Applicant of the monies until the date of the full payment of the said monies and interest to IMDA, shall forthwith be paid by the Course Provider to IMDA on demand from IMDA, failing which the same shall be a debt recoverable from the Course Provider in any court of competent jurisdiction.
- 5.9 Support for Trainees Enrolment for Courses endorsed under Certification Fee Support. The Course Provider shall: -
- (a) Enrol and provide enrolment support for eligible trainees who meet the eligibility requirements for the certification examination(s) applied for and who do not take the training course(s) ("*Eligible Certification Examination Trainees*");
 - (b) Obtain IMDA's prior written consent in the event that it intends to impose any fees for enrolling or providing enrolment support for Eligible Certification Examination Trainees;
 - (c) Notify all Eligible Certification Examination Trainees of any fees payable for enrolling or provide enrolment support, before enrolling that Eligible Certification Examination Trainee; and
 - (d) Without prejudice to Clause 5.9(b), any fees imposed by the Course Provider for the enrolment or provision of enrolment support to any Trainee shall not exceed ten per cent (10%) of the total examination fee payable by that Eligible Certification Examination Trainee, capped at a maximum amount of Singapore Dollars Fifty only (S\$50).
- 5.10 Compliance with IMDA-approved Enrolment Quota. The Course Provider shall monitor enrolment under the Course(s) and ensure compliance with the IMDA-approved Enrolment Quota. The Course Provider must obtain prior written consent from IMDA before exceeding the IMDA-approved Enrolment Quota. IMDA may at its sole discretion, revise the IMDA-approved Enrolment Quota without cause, by providing one (1) month's prior written notice to the Course Provider. In the event the IMDA-approved Enrolment Quota for a Course is exceeded (and the Course Provider has not obtained IMDA's prior written consent for exceeding the IMDA-approved Enrolment Quota):
- (a) Notwithstanding clause 10.1 below, IMDA shall have the right to immediately, at its sole discretion, and without prior notice:
 - (i) terminate the Agreement; or
 - (ii) terminate, revoke, suspend, or vary IMDA's endorsement of the Course and IMDA's Approval to the Course Provider to conduct the Course under the Programme;

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- (b) The Course Provider shall be liable to pay compensation claimed by the Trainees enrolled in excess of the IMDA-approved Enrolment Quota, including but not limited to claims made by such Trainees for the reimbursement of the Course Fees paid by the Trainee. In this connection, the Course Provider shall ensure that its terms and conditions relating to the Course allows the Trainee to claim for compensation from the Course Provider in the event that the IMDA-approved Enrolment Quota for the Course has been exceeded; and/or
- (c) Notwithstanding Clause 15.1 below, the Course Provider agrees to indemnify IMDA against any and all claims, demands, suits or actions made by the Trainees enrolled in the Course in excess of the IMDA-approved Enrolment Quota, for the reimbursement of Course Fees paid by such Trainee and any other liabilities arising therefrom.

6. ICMS

6.1 Use of ICMS Account

- (a) Some areas of ICMS are accessible or available only to ICMS account holders. To become a ICMS account holder, an application must be submitted by the Course Provider to IMDA in the form and manner specified by IMDA from time to time, accompanied by all supporting information and documentation required by IMDA;
- (b) IMDA reserves the rights, in its sole discretion, without advance notice and without liability to any person, to reject any application for registration of an ICMS Account or to cancel or suspend any ICMS Account without assigning any reason for its decision;
- (c) IMDA shall not in any way be responsible or liable to the Course Provider or any person if another person apart from the authorised users should obtain possession of or use of Accounts as assigned/designated to the Course Provider; and
- (d) The Course Provider agrees to notify IMDA immediately of any unauthorised use of its designated LOGIN ID and password and/or any other breach of security of the ICMS system.

6.2 Any change to the particulars of the Course Provider (including, but not limited to, any changes in the Course Provider's contact particulars, and any changes to the Course Provider's trainers and designated staff to access ICMS), must be promptly notified in writing to IMDA and in ICMS.

6.3 Communication

- (a) In applying for or using an ICMS Account, the Course Provider consents to receiving communications from IMDA electronically. IMDA will communicate with the Course Provider using the email or postal address, fax or telephone number, briefings or by other details last updated in ICMS's records. IMDA may also communicate with the Course Provider by posting notices on ICMS from time to time. The Course Provider agrees that all agreements, notices, disclosures and other communications that IMDA provides by these means shall satisfy any legal requirements that such communications be in writing;
- (b) No online application or other information or documentation transmitted via ICMS or any other means as approved by IMDA from time to time, shall be deemed complete or duly made unless the application complies with all guideline(s) set out in IMDA's website(s) or ICMS, and all applicable laws and regulations in force from time to time;
- (c) IMDA is not responsible for any failures or delays in the transmission of any email or the transmission of any information or documentation via ICMS, howsoever arising; and

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- (d) The Course Provider agrees that any and all statements and/or representations that it transmits via ICMS or a translation thereof shall be admissible as evidence of the actual information transmitted by the Course Provider via ICMS and the Course Provider shall not dispute the authenticity or the accuracy of such statement or representation or translation thereof.

6.4 Disclaimer of Liability

- (a) ICMS and the services are provided by IMDA on an “as is” and “as available” basis. To the fullest extent permitted by law, IMDA disclaims all warranties and representations, whether expressed, implied or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose with respect to the Services, the ICMS Account and the use thereof by ICMS Account holder and any warranty that the Services or the ICMS Accounts will be error-free, or will perform in an uninterrupted manner or that any information provided shall be error-free, accurate, up to date or complete. Any losses incurred or sustained by an ICMS Account Holder in connection with or arising out of the furnishing, performance or use of the Services, ICMS or ICMS Account shall be borne solely and exclusively by the ICMS Account Holder and shall in no event be borne by IMDA, whether in whole or in part.
- (b) IMDA reserves the right in its sole discretion to shut down the ICMS from time to time for any duration and/or deny Course Provider or its authorised user(s) access to the ICMS for the purposes including upgrading, maintenance, investigation or policy review. IMDA shall not in any way be liable or responsible to the Company, Course Provider or any other person for any loss or damage suffered or caused due to the shutdown or denial of access.

7. CONDUCT OF THE COURSE

- 7.1 General Requirements. The Course Provider shall conduct the Course in accordance with the Approval Documents during the Endorsement Period. Any variations in the manner in which the Course is conducted may only be made in accordance with Clause 7.11 below.
- 7.2 Commencement of the Course. The Course Provider shall commence the conduct of the Course during the Endorsement Period, failing which the Agreement shall be deemed to be automatically terminated without any compensation whatsoever to the Course Provider or Claim Applicant.
- 7.3 Suspension or Termination of the Course. The Course Provider shall neither cease to carry on nor suspend the conduct of any of the Courses for more than six (6) months from the close of the last preceding run of the Course, without the prior written consent of IMDA. If the conduct of any of the Courses is to be terminated or suspended for more than the said 6-month period, or if the Course Provider is unable to resume conduct of any of the aforesaid terminated or suspended Courses upon the expiry of the said 6-month period, IMDA shall be entitled to terminate the Agreement forthwith at any time thereafter by way of a written notice to that effect. In the event of termination or suspension of the Course for any reason whatsoever, the Course Provider shall be fully responsible for payment of any compensation claimed by the Trainee, including but not limited to claims made by the Trainee for the reimbursement of the Course Fees paid by the Trainee. In this connection, the Course Provider shall ensure that its terms and conditions relating to the Course allows the Trainee to claim for compensation from the Course Provider in the event that the Course is terminated or suspended.

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- 7.4 Course Duration. The duration of the Course shall be in accordance with the Letter of Approval. The Course Provider must ensure the Course schedule allows the Trainees to complete (and also that the Trainees do in fact complete) the Course .
- 7.5 Course Curriculum. The course curriculum of the Course shall be in accordance with the Letter of Approval. IMDA must be notified and its approval obtained prior to any change in course curriculum. The Course Provider must also obtain the authorisation and endorsement on the course curriculum from the Certificate Awarding Body (CAB) to support the Application (if applicable).
- 7.6 Training Location. The Course shall only be conducted entirely in Singapore, unless otherwise approved by IMDA.
- 7.7 Training Resources. Adequate resources must be allocated by the Course Provider for the proper conduct of the Courses to the reasonable satisfaction of IMDA.
- 7.8 Course Fee. The Course Provider shall not increase the Course Fees without the prior written approval of IMDA, whose approval shall not be unreasonably withheld. Unless expressly approved by IMDA in writing, the Course Provider must require each Trainee to pay, and the Course Provider shall collect from the Trainee directly, one-hundred percent (100%) of the Course Fees, prior to the claim application upon the Trainee's completion of the Course. For the avoidance of doubt, obtaining separate sources of funding by the Course Provider in accordance with clause 7.9 shall not be deemed to be reducing or providing a discount to the Course Fees under this clause.
- 7.9 Co-funding. The Course Provider may obtain further separate sources of funding to subsidise a portion of the Course Fees payable by the Trainee, provided: -
- (a) Separate sources do not originate (whether directly or indirectly) from the Course Provider, any of its related and/or associated companies or the Government of Singapore / Organs of State / other statutory boards. (For the purposes of this paragraph, a company is related to the Course Provider if the relationship between them comes within the ambit of Section 6 of the Companies Act (Cap 50); and a company is taken to be associated with the Course Provider if that company is a joint venture partner of the Course Provider or if either party has an interest in the shares (within the meaning of section 7 of the Companies Act (Cap 50)) of the other party;
 - (b) The Claim Applicant must still continue to pay a portion of the Course Fees; and
 - (c) Prior written approval has been obtained from IMDA.
- 7.10 Bundling. Unless expressly approved by IMDA in writing, the Course Provider shall not bundle the Course or any of its course modules with any other course to Trainees as part of the Course package.
- 7.11 Variation in Course. Any variation in the conduct or content of the Course shall require the prior written consent of IMDA. Such request shall reach IMDA no later than four (4) weeks prior to the date on which such variation is intended to take effect.

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- 7.12 Course Records. Detailed and accurate Course records must be established and maintained by the Course Provider for a period of five (5) years, including but not limited to records pertaining to the Trainees' application forms, attendance records, issuance of certificates and/or assessment results, Course feedback and Course fee receipts.

8. APPLICATIONS & CANCELLATIONS

- 8.1 In the event that the Course Provider cancels, or changes the date of commencement of a Course, the Course Provider shall furnish all Trainees registered for such Course with prior written notice of such cancellation or change of commencement date at least three (3) calendar days prior to the revised date or original date of commencement of that run, whichever is earlier.
- 8.2 The Course Provider shall not under any circumstance submit any claim application for or on behalf of a Claim Applicant.
- 8.3 The Course Provider must forthwith inform IMDA in writing of any instances where any Trainee withdraws from the Course and where liquidated damages or any other form of compensation for the cost of training is recovered from such Trainee(s).

9. PROMOTION & MARKETING

- 9.1 The Course Provider shall only promote, market and conduct the Course and the Programme in compliance with these General Terms and any Marketing Guidelines issued by IMDA.
- 9.2 The Course Provider shall at all times ensure that any marketing or promotional materials for or in relation to CITREP+, contain true and accurate information in relation to CITREP+ and are in accordance with all information, terms and conditions as set out in IMDA's website(s) or ICMS. IMDA shall have the right at any time to require the Course Provider to take such action as IMDA may in its sole and absolute discretion deem fit, which may include requiring the Course Provider to cease all promotional and marketing activities and to remove and/or destroy any marketing or promotional materials with immediate effect.
- 9.3 Where other subsidies referred to in clause 7.9 are applicable to the Course, the Course Provider must indicate clearly in its invoice to the Trainee on how the Course Fees are subsidised in part or in full.
- 9.4 Course Provider must indicate clearly on its marketing or promotional materials for or in relation to the Course what the entry requirements are for the Course.
- 9.5 Under no circumstances are Course Provider(s) to engage, directly or indirectly, in any promotion or marketing activities which may convey the impression that reimbursement of Course Fees under CITREP+ are awarded only to limited or specific Course Provider(s) and/or Courses, nor are Course Provider(s) to describe any Course payable by way of CITREP+ reimbursement as being free of charge or paid by the government or with words which convey or which may give the impression that the Claim Applicant shall be fully reimbursed for all fees and/or charges paid in relation to the Course.
- 9.6 Course Provider(s) are not allowed to directly or indirectly, use any rewards such as Referral Fee, lucky draws, gifts and vouchers, as a way of marketing or promoting awareness of any Course and/or incentivising interested parties to sign up for the Course, unless such compliance is dispensed with by IMDA in writing.

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- 9.7 The Course Provider, its trainers and/or its designated staff must not make any representation to the public, Trainee(s) and/or Claim Applicant(s) that attendance for a stipulated period less than the requisite minimum attendance requirements will suffice to guarantee a pass for the Course and/or a successful claim for the reimbursement of Course Fees.
- 9.8 In the event that the Course Provider engages any third party agents in its marketing efforts, the Course Provider shall ensure compliance by such third party agents with the General Terms and the Marketing Guidelines. The Course Provider shall remain fully accountable and responsible for all acts and omissions of such third party agents for compliance with the General Terms.
- 9.9 In the event of any inconsistency between the Marketing Guidelines and the General Terms, the General Terms shall prevail.

10. TERMINATION & SUSPENSION

- 10.1 Notwithstanding any other provisions in the Approval Documents or any guidelines that may be issued by IMDA relating to the same, the Agreement may be terminated or suspended at the sole and absolute discretion of IMDA immediately without prior notice, upon the occurrence of any of the following: -
- (a) Breach of any warranty or the Agreement by the Course Provider and in the case of a breach capable of being remedied, the Course Provider having failed to remedy the breach within thirty (30) days after the receipt of a written request from IMDA notifying the Course Provider of such breach and requiring it to be remedied;
 - (b) The Course Provider being repeatedly in breach of any warranty or term of the Agreement regardless of the fact that it may have for each such breach, remedied the breach within any time period set out in the Agreement;
 - (c) The Course Provider failing to comply to IMDA's satisfaction, with any corrective actions which IMDA has required the Course Provider to take following any assessment or audit conducted by IMDA pursuant to the Agreement;
 - (d) Failure by the Course Provider to conduct the Course to the reasonable satisfaction of IMDA;
 - (e) Breach of any provision of the Approval Documents submitted by the Course Provider;
 - (f) Giving of false, inaccurate, or misleading statements or misrepresentations by or on behalf of the Course Provider (whether with the knowledge of the Course Provider or not);
 - (g) The Course Provider having made any statements or engaged in any conduct which in the opinion of IMDA, brings or is likely to bring into disrepute the name and/or reputation of IMDA or is in any way abusive of IMDA's staff, contractors and/or resources;
 - (h) A criminal complaint or police report has been lodged against the Course Provider, or a complaint has been lodged with Consumers Association of Singapore against the Course Provider, or there exists criminal investigations or proceedings relating to or involving the Course Provider, or the Course Provider is being investigated by IMDA or by any other government agency, or the Course Provider is convicted of, or charged with an offence under any applicable law, or in the opinion of IMDA the Course Provider is guilty of moral turpitude or has made statements or conducted itself in a manner that is prejudicial to the reputation or interests of IMDA;

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- (i) The commencement of any proceedings for liquidation, insolvency, bankruptcy, receivership, winding up or judicial management of the Course Provider;
 - (j) Use or permit the use of the intellectual property or any right or benefit granted under the Agreement in a manner inconsistent with the Agreement or which, in sole opinion of IMDA, is or might be prejudicial to the interests of IMDA;
 - (k) The inability of the Course Provider to pay any of its debts as and when they fall due;
 - (l) The Course Provider ceasing to conduct business or by its acts or omissions gives IMDA, in its opinion, reason to believe it will cease to conduct its business; and
 - (m) There exist any circumstances, which in IMDA's sole opinion, renders the Course Provider unable to comply with the Agreement or any part thereof, or renders the Agreement inconsistent with the objects and purposes of any applicable law.
- 10.2 Either Course Provider or IMDA may terminate the Agreement or revoke any right or benefit granted to Course Provider without cause upon one (1) month's prior written notice to the other party.
- 10.3 The Course Provider may, at IMDA's sole discretion, be required to show cause why any right or benefit granted to Course Provider should not be terminated, revoked, suspended or varied. If Course Provider fails to show sufficient cause within the time prescribed by IMDA, IMDA shall be entitled to proceed with the termination, revocation, suspension or variation in accordance with the Contract. IMDA shall have the sole and absolute discretion to determine whether Course Provider has shown sufficient cause.
- 10.4 Upon termination of the Agreement, the Course Provider shall return all Confidential Information (including all copies thereof) which are in its possession, custody or control. The Course Provider shall, upon receipt of a notice terminating the Agreement, immediately cease its use of the Confidential Information and shall act in accordance with the said notice to return, at its own costs, all the Confidential Information.
- 10.5 Upon termination or expiry of this Agreement for any reason, the Course Provider shall immediately cease to hold itself out as being a participant of Programme, cease any representation that its activities have been granted any right or benefit by IMDA, stop any use of the name and/or logos of IMDA, destroy or deliver to IMDA all marketing or promotional materials and shall comply with any instructions that may be notified by IMDA to the Course Provider from time to time.
- 10.6 In the event of a suspension of the Agreement and/or any rights or benefits granted under the Agreement, Course Provider shall comply with Clause 10.5 until and unless notified by IMDA in writing that the suspension has been lifted.
- 10.7 Termination of the Agreement shall not operate as a waiver of any breach by the Course Provider of any of the provisions of the Approval Documents and shall be without prejudice to any rights, liabilities or obligations of either party which have accrued up to the date of such termination.
- 10.8 The obligations of the Course Provider under any provision of the Approval Documents which by their nature would continue beyond the termination of the Appointment (including but not limited to Clause 10.4, 10.5, 11, 15, 17, 22 shall survive any termination of the Agreement for the sole benefit of IMDA.

Signed for and behalf of the Company:

Name:

Designation:

Company Stamp:

11. ACCESS TO RECORDS

- 11.1 The Course Provider shall permit IMDA without any prior notice, full and free access to its place of operation, the Training Sites, financial statements, records, books, documents, papers and all such information relating to the Course and render all such co-operation as may be required for the purpose of monitoring its conduct of the Course, or compliance with the Agreement, and shall allow IMDA to inspect, copy or make extracts from such registers, statements, records, books, documents, papers and information for the said purposes.
- 11.2 The Course Provider shall ensure that, for five (5) years after the commencement of each run of a Course, it has in its possession: -
- (a) Copies of all documentation that is required under this Agreement to be furnished by the Course Provider to Claim Applicants for that run;
 - (b) Documentation showing any payment of Qualifying Fees made directly to it by Claim Applicants for that run;
 - (c) Records of the full names, NRIC numbers, and nationalities of all Claim Applicants for that run; and
 - (d) Attendance records signed by the Claim Applicants for that run, such attendance records to state clearly the Course title, the duration of that run, and the dates and timings (being the start and end times) of each lesson in that run.
- 11.3 For the avoidance of doubt, termination of this Agreement shall not affect the Course Provider's obligation to retain documentation and records for the length of time stipulated in this Clause 11.2.
- 11.4 The Course Provider shall furnish to IMDA, within fourteen (14) calendar days after IMDA's written request, any of such documentation or record (as referred to in Clause 11.2 above) as IMDA may request for from time to time.
- 11.5 Without prejudice to IMDA's other rights under this agreement, the Course Provider shall, within fourteen (14) calendar days after the date of IMDA's written request, furnish IMDA with such information or documentation showing that the Course Provider had complied with the provisions of this agreement.
- 11.6 IMDA shall be entitled to enter, without prior notice to the Course Provider, the place of business of the Course Provider during the operating hours of the Course Provider to inspect and / or make copies of the records relating to the Course.

12. ACTIVITIES REQUIRING CONSENT OR TO BE AVOIDED

- 12.1 Except where expressly agreed by IMDA in writing, the Course Provider shall not use the IMDA name and/or IMDA logos or otherwise represent itself or its programmes, business or services as being affiliated, associated with or approved by IMDA in any way without prior written consent.

Signed for and behalf of the Company:

Name:

Designation:

Company Stamp:

- 12.2 The Course Provider shall at all times:
- (a) Not disparage IMDA;
 - (b) Refrain from participating in any activity which causes or is likely to cause embarrassment to IMDA; and
 - (c) Refrain from participating in any activities whatsoever which are, or likely to be, inconsistent with the interests of IMDA.

13. AUDIT & INSPECTION

- 13.1 Course Provider shall keep detailed and accurate records related to its transactions with IMDA or any rights or benefits granted by IMDA together with supporting receipts, vouchers, invoices and other documents in connection with the Course, the General Terms, IMDA's guidelines and generally accepted accounting principles. Such records shall be furnished to IMDA as and when requested.
- 13.2 IMDA may audit the Course Provider's records during its operating hours or at any other reasonable time determined by IMDA for the purpose of monitoring courses or verifying any claims made by the Claim Applicants. Such audits may be conducted with or without prior notice. The Course Provider shall permit IMDA, and its officers, contractors and agents full and free access to its place(s) of operation and such records and allow IMDA, and its officers, contractors, agents to inspect, make copies or take extracts from such records for these purposes. The Course Provider shall provide full and timely co-operation with IMDA and its authorised representatives.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 For the avoidance of doubt and without prejudice to any subsequent agreement(s) between the parties, the Agreement does not affect intellectual property rights (including but not limited to its patents, copyrights, trademarks and design rights) belonging to or licensed by either the Course Provider or IMDA prior to the Agreement nor does either party hereby grant to the other any rights in respect thereof.
- 14.2 Otherwise stated in the General Terms, IMDA does not claim ownership of any intellectual property rights in materials that the Course Provider create pursuant to and in accordance with the Course.
- 14.3 The Course Provider hereby represents, warrants and undertakes to IMDA that it owns or has obtained (and shall maintain throughout the term of the Agreement) all appropriate licences in respect of the intellectual property rights in all the materials it creates and/or submit to IMDA, use or distribute pursuant to and in accordance with the Agreement and that the Course Provider has have obtained from all persons who have contributed to the creation of the Application/Course Materials appropriate waivers of rights held by them and that nothing in the Application/Course Materials shall infringe any right of intellectual property or any other nature of any person.

Signed for and behalf of the Company:

Name:

Designation:

Company Stamp:

15. INDEMNITY

- 15.1 The Course Provider agrees to, and shall, indemnify, defend and hold harmless IMDA and its directors, officers, agents, employees, successors, affiliates and assigns 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 from, in connection with or related in any way, directly or indirectly, to: -
- (a) Any breach or alleged breach of any of the representations and warranties made by the Course Provider whether in the Approval Documents or otherwise;
 - (b) Any misrepresentations made to Trainees or members of the public regarding the Programme, the Course, the Approval Documents and/or IMDA;
 - (c) Any breach or alleged breach by the Course Provider of Clause 12 or any misuse of the name and/or logo of IMDA;
 - (d) Any breach of the provisions of the Approval Documents by the Course Provider or any false, inaccurate or incomplete representations or declarations by the Course Provider in the Approval Documents;
 - (e) The conduct of the Course by the Course Provider; and/or
 - (f) Any disputes between the Course Provider and third parties arising from or in relation to the conduct of the Course or the Agreement.
- 15.2 The provisions of this clause shall survive any termination of IMDA's endorsement of the Course or of any agreement for such endorsement.

16. REPRESENTATIONS AND WARRANTIES

- 16.1 The Course Provider represents and warrants that:-
- (a) It has the right, power and authority to accept the Letter of Approval and to fully perform its obligations under the Agreement;
 - (b) Its acceptance of the Letter of Approval does not violate any agreement existing between it and any other person or entity;
 - (c) It has not violated or infringed any right of privacy or publicity or any other intellectual property right of any third party or any other right of any person or entity;
 - (d) All information submitted by the Course Provider to IMDA is complete, true and correct, and the Course Provider acknowledges and agrees that IMDA has relied on such information in granting and continuing to grant the Approval to the Course Provider;
 - (e) It shall not, without IMDA's prior written consent, obligate or purport to obligate IMDA in any manner with respect to the Courses or the Programme by issuing or making any warranties or guarantees to third parties; and

Signed for and behalf of the Company:

Name:

Designation:

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16.2 That the Course Provider has the necessary experience, expertise and resources to conduct the Course, and that the Course Provider shall conduct such Course diligently and professionally. These representations and warranties by the Course Provider as well as those made in the Approval Documents shall be treated as continuing representations and warranties by the Course Provider who shall be deemed to continue to make those representations and warranties at all times until the expiry of the Endorsement Period or the completion of all the Course conducted under the Programme, whichever is the later.

17. CONFIDENTIALITY

17.1 The Course Provider undertakes not to divulge or communicate to any person or party any Confidential Information howsoever acquired without first having obtained the written consent of IMDA.

17.2 The Course Provider hereby acknowledges that a disclosure of Confidential Information by the Course Provider, except as and to the extent permitted herein, may result in irreparable injury and damage to IMDA which cannot be adequately compensated in monetary damages alone. The Course Provider therefore agrees that IMDA may, in addition to any other legal remedies which may be available, seek such equitable relief as may be necessary to protect itself against any such breach or threatened breach of this Clause 17, including but not limited to obtaining an injunction to prevent any unauthorised disclosure of Confidential Information, and shall be indemnified against any costs (on a full indemnity basis), expenses, losses and damages incurred or sustained as a result of such breach or threatened breach.

17.3 All information pertaining to Trainees obtained by the Course Provider for the purposes of conducting the Course shall be kept confidential at all times. Further, the Course Provider shall ensure that it procures the consent of the Trainees for the collection of such information and its disclosure to IMDA.

18. DISPUTES BETWEEN COURSE PROVIDER AND TRAINEES OR CLAIM APPLICANTS

18.1 In the event of any difference or dispute arising between the Course Provider relating to the validity, interpretation, construction or performance of this Agreement, the Parties shall use their best endeavours to settle amicably such difference or dispute by consultation and negotiation.

18.2 If such efforts taken under Clause 17.1 above fail, then the Parties may refer the matter to mediation in accordance with the rules and procedures of the Singapore Mediation Centre.

19. VARIATION

19.1 IMDA reserves the right to vary and/or supplement the provisions of the Approval Documents where reasonably required, and the Course Provider agrees to comply with any such variation and/or supplement, upon four (4) weeks' prior written notice from IMDA.

20. NO PARTNERSHIP, JOINT VENTURE

20.1 Nothing in the Approval Documents shall be deemed or implied to create a joint venture or partnership or any principal-agency relationship of any kind between IMDA and the Course Provider. No 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.

Signed for and behalf of the Company:

Name:

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21. FORCE MAJEURE

- 21.1 Neither party shall be liable for any failure or delay to perform its obligations under the Agreement if the failure or delay is caused by events that are beyond its reasonable control (including acts of God, civil or military authority, civil disturbance, wars, strikes, fires or other catastrophes) provided always that the relevant party shall resume that obligation as soon as the event occasioning the failure or delay ceases or abates.
- 21.2 Without prejudice to the generality of Clause 21.1, if the event renders performance impossible for a continuous period exceeding three (3) months IMDA may at any time thereafter upon giving notice to the Course Provider elect to terminate the Agreement forthwith.
- 21.3 Failure or delay of the Course Provider's subcontractors or suppliers shall not be regarded as events beyond the control of the Course Provider.

22. PUBLICITY

- 22.1 Any press release(s), press conference(s) or announcement(s) regarding the relationship between IMDA and the Course Provider or the Agreement shall be mutually agreed upon by the parties prior to release or public announcement.
- 22.2 The Course Provider further consents to disclosure by IMDA to the public that the Course Provider has applied for or been granted any right or benefit under the Agreement. IMDA shall also be entitled to make such publication or announcement as it may deem fit regarding the expiry or termination of the Agreement or the expiry, termination, revocation, suspension or variation of any right or benefit granted under the Agreement regardless of reason, without further notice or liability whatsoever to the Course Provider.

23. ENTIRE AGREEMENT

- 23.1 The Approval Documents constitutes the entire understanding and agreement between IMDA and the Course Provider with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between IMDA and Course Provider concerning the subject matter hereof. Save as otherwise provided herein, neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. It is expressly understood and agreed that no usage of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement or alter in any manner the express terms of the Approval Documents or any part thereof.

24. COMPLIANCE WITH LAWS AND REGULATIONS

- 24.1 The Course Provider agrees that it shall at its own costs apply for, obtain and maintain all necessary permits, licenses and approvals from all relevant regulatory bodies for its operations and shall at all times comply with all applicable laws of the Republic of Singapore, as well as any applicable regulations, directions and guidelines set by IMDA and any other relevant regulatory authorities.

Signed for and behalf of the Company:

Name:

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25. PARTIAL INVALIDITY

- 25.1 If any provision of the Approval Documents shall be held to be illegal, invalid or unenforceable under any applicable law, such provision or part thereof shall to that extent be deemed not to form part of the agreement between the Course Provider and IMDA but the legality, validity or enforceability of any other provision shall not be affected.

26. NOTICES

- 26.1 Any notices, demands, communications or other documents to be sent to the Course Provider shall be in writing and sent by post to, or left at, the address set out in the Letter of Approval, or sent by fax to the facsimile number set out in the Application.
- 26.2 Any notices, demands, communications or other documents to be sent to the IMDA shall be in writing and sent by post to, or left at, the registered address of IMDA.
- 26.3 Any such notices, demands, communications or other documents shall be deemed to be received (if made by facsimile) immediately or (if sent by post) seven (7) days after posting (and in proving the same, it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted).

27. RIGHTS OF THIRD PARTIES

- 27.1 A party who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of the Agreement.

28. GOVERNING LAW

- 28.1 The Approval Documents shall be governed by the laws of the Republic of Singapore and the Course Provider hereby irrevocably submits to the exclusive jurisdiction of the courts of the Republic of Singapore.

29. ASSIGNMENT, SUB-CONTRACTING OR DELEGATION TO THIRD PARTIES

- 29.1 The Course Provider undertakes throughout the subsistence of the Agreement not to assign, charge or otherwise deal with this Agreement in any way without the prior written consent of IMDA.
- 29.2 The Course Provider shall not assign or transfer the Agreement or any right or benefit granted hereunder, or sub-contract or delegate any duty or obligation under the Agreement to a third party, without prior written consent of IMDA which may be withheld for any reason.
- 29.3 In the event that IMDA consents to the appointment of a sub-contractor or delegation of any duty or obligation by the Course Provider to a third party pursuant to sub-paragraph (a) below, the following terms shall apply: -
- (a) The Course Provider shall contract with the third party at the Course Provider's own expenses and in the Course Provider's own name and capacity and The Course Provider shall not enter into any contracts in the name of or as an agent of, or otherwise be capable of binding IMDA contractually;

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- (b) The Course Provider shall remain liable to IMDA for the performance of the Course Provider's obligations under the contract, for complying and ensuring the compliance of such third party with the terms of the contract and for all acts and omissions of such third party;
- (c) The Course Provider shall be solely liable for all payments due to such third party (inclusive of Goods and Services Tax) and shall make such payments promptly and without any demand, set-off, counter-claim or deductions whatsoever;
- (d) The Course Provider shall be solely responsible for the supervision of such third party and for the proper and timely provision of any goods and services by such third-party; and
- (e) The Course Provider shall be solely responsible for all claims made by such third parties or any disputes or differences arising out of or in accordance with any contract between the Contractor and such third parties.

30. GENERAL

30.1 IMDA shall be entitled to unconditionally disclose any information or documentation furnished by, or acquired from, the Course Provider pursuant to this agreement to: -

- (a) the Government of the Republic of Singapore; and
- (b) any contractor, agent or third party appointed or engaged by IMDA to maintain, enhance or repair IMDA's computer system(s), or perform any of its (IMDA's) obligations or activities contemplated to be performed by IMDA under this agreement.

Signed for and behalf of the Company:

Name:

Designation:

Company Stamp: