

CITREP+ TERMS FOR ENDORSEMENT

1. DEFINITIONS & INTERPRETATION

1.1 In these terms and conditions ("General Terms"), the following words and phrases shall have the meanings hereby assigned to them unless the context otherwise requires:

"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 grant of Approval and agrees to conduct the Course, subject to the terms and conditions of the Approval Documents;

"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;

"Approval" means the approval awarded by IMDA to the Course Provider under the Programme in accordance with the Letter of Approval;

"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 12 hereof and all documents relating to, in connection with or ancillary to the foregoing;

"Certificate Awarding Body" (CAB) means the organisation which is the certification or curriculum owner.

"Claim Applicant" means the self-sponsored Trainee or the sponsoring organisation.

"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;

"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;

"Course Fee" refers to the total course and/or certification examination fees set by and payable to the Course Provider by each Trainee and excludes any subsidies from IMDA, the Course Provider and/or any third parties;

"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;

"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;

"IMDA" means the Info-communications Media Development Authority;

"ICMS" means the Infocomm Competency Management System (ICMS), the integrated online system used by the Course Providers to participate in IMDA's training incentive schemes, such as CITREP+;

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"Letter of Approval" means the letter from IMDA granting the Approval to the Course Provider specified therein;

"Programme" or "CITREP" refers to the CITREP+: Critical Infocomm Technology Resource Programme (CITREP+) administered by IMDA;

"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.

"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).

"Trainees" mean the individuals who have met the Course entry requirements and successfully enrolled with the Course Provider to undergo the Course or who are undergoing the Course.

"Training Sites" refers to the premises where the Course Provider conducts the Course under the Programme, which premises must first have been approved by IMDA.

1.2 INTERPRETATION

- (a) Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- (b) Words denoting any gender include all genders, and words denoting persons include firms and corporations and vice versa.
- (c) 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.
- (d) The headings in this General Terms are inserted for convenience only and shall not affect the construction or interpretation of this document.

2. THE APPROVAL

2.1 Grant of Approval. The Approval shall only be deemed to be granted to the Course Provider upon issuance of the Letter of Approval by IMDA to the Course Provider, whereupon the Agreement shall take effect.

2.2 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.

2.3 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.

2.4 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 Letter of Approval;
- (b) the General Terms; and,
- (c) the Application.

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3. OBLIGATIONS AND RESPONSIBILITIES OF THE COURSE PROVIDER

3.1 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 relating to accreditation certification and course endorsements;
- (c) The Course Provider complies with all the provisions of the Approval Documents.
- (d) The endorsement by the Certificate Awarding Body of the Course curriculum is not revoked or withdrawn for any reason whatsoever by the aforesaid body.

3.2 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 Documents 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.

3.3 Training Staff. The Course Provider shall ensure that its training staff possesses the necessary 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.

3.4 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.

3.5 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.

3.6 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:

- (i) all monies which have been reimbursed to or paid to the Claim Applicant; and
- (ii) 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.

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3.7 Trainees Enrolment for Courses endorsed under Certification Fee Support
(*with effect from 1 May 2016 onwards)

- a. The Course Provider shall 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. The Course Provider shall 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. The Course Provider shall notify all Eligible Certification Examination Trainees of any fees payable for enrolling or provide enrolment support, before enrolling that Eligible Certification Examination Trainee.
- d. Without prejudice to Clause 3.7(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).

4. CONDUCT OF THE COURSE

4.1 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 4.11 below.

4.2 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.

4.3 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.

4.4 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 within 12 months of the commencement of that Course, even though the Endorsement Period may have expired for that Course by the time the training has finished.

4.5 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).

4.6 Training Location. The Course shall only be conducted entirely in Singapore, unless otherwise approved by IMDA.

4.7 Training Resources. Adequate resources must be allocated by the Course Provider for the proper conduct of the Courses to the reasonable satisfaction of IMDA.

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4.8 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 4.9 shall not be deemed to be reducing or providing a discount to the Course Fees under this clause 4.8.

4.9 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) Such 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.

4.10 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.

4.11 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.

4.12 Course Records. Detailed and accurate Course records must be established and maintained by the Course Provider for a period of seven (7) 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.

4.13 Promotion and Marketing. The Course Provider shall only promote, market and conduct the Course and the Programme in compliance with any guidelines issued by IMDA from time to time, which guidelines may include but not be limited to the following:

- (a) Branding limitations and guidelines concerning the placement, use and prominence of the name and/or any logos of IMDA and/or any schemes or programmes established by IMDA;
- (b) Obtaining the prior approval of IMDA in relation to all promotional and marketing collaterals and materials produced by the Course Provider in relation to the Course, the Programme or the Agreement at least five (5) working days prior to any publication;
- (c) Dissemination of information relating to any subsidies that may be offered by IMDA to Trainees under the Programme;
- (d) Providing complimentary gifts and/or incentives, whether monetary or otherwise, to Trainees with the Course package; and,
- (e) Complying with any such guidelines as may be issued by IMDA from time to time.

4.14. Communication to Trainees. 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.

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5. TERMINATION AND SUSPENSION

5.1 Causes for Termination. 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 at the sole and absolute discretion of IMDA immediately without prior notice, upon the occurrence of any of the following:

- (a) Failure by the Course Provider to conduct the Course to the reasonable satisfaction of IMDA;
- (b) Breach of any provision of the Approval Documents by the Course Provider;
- (c) 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);
- (d) The commencement of any proceedings for liquidation, insolvency, bankruptcy, receivership, winding up or judicial management of the Course Provider;
- (e) The inability of the Course Provider to pay any of its debts as and when they fall due; or
- (f) 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.

5.2 Termination Without Cause. The Agreement may be terminated at any time, at the sole and absolute discretion of IMDA without cause upon one (1) month's prior written notice.

5.3 Return of Confidential Information. 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.

5.4 Other Actions Requested by IMDA Upon Termination or Expiry. 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, stop any use of the name and/or logos of IMDA, destroy or deliver to IMDA all marketing or promotional materials relating to the Programme and shall comply with any instructions that may be notified by IMDA to the Course Provider from time to time.

5.5 Non-Waiver. 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.

5.6 Survival of Obligations. 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 Clauses 5.3, 5.4, 6, 8, 9, 10, 11, 15, 16, 21 and 22) shall survive any termination of the Agreement for the sole benefit of IMDA.

6. ACCESS TO RECORDS

6.1. Access to Premises and Information. 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.

6.2. Duration of Record-keeping. For the purpose of clause 6.1, the Course Provider shall ensure that such financial statements, books, documents, papers and all such information relating to the Programme are retained for at least seven (7) years from the date of its creation.

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7. ACTIVITIES REQUIRING CONSENT OR TO BE AVOIDED

7.1. No Use of IMDA Name and Logo. 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.

7.2. Prohibited Activities. 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.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 No Grant of Intellectual Property Rights. 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.

9. INDEMNITY

9.1 Indemnity. 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 7 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.

9.2 The provisions of this clause shall survive any termination of IMDA's endorsement of the Course or of any agreement for such endorsement.

10. REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties. 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;

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- (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
- (f) 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.

10.2 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.

11. CONFIDENTIALITY

11.1 Non-disclosure. 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.

11.2 Damages. 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 11, 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.

11.3 Records of Trainees. 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.

12. VARIATION

12.1 Right to Vary and Supplement. 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.

13. NO PARTNERSHIP, JOINT VENTURE

13.1 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.

14. FORCE MAJEURE

14.1 Force Majeure. 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.

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14.2 Termination. Without prejudice to the generality of Clause 5, 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.

14.3 Failure Attributed to Subcontractor. Failure or delay of the Course Provider's subcontractors or suppliers shall not be regarded as events beyond the control of the Course Provider.

15. PUBLICITY

15.1 Press Release and other publicity. 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.

16. ENTIRE AGREEMENT

16.1 Entire Agreement. 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.

17. COMPLIANCE WITH LAWS AND REGULATIONS

17.1 Compliance. 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.

18. PARTIAL INVALIDITY

18.1 Partial Invalidity. 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.

19. NOTICES

19.1 Notices. 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.

19.2 Form of Notice. 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.

19.3. Receipt of Notice. 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).

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20. RIGHTS OF THIRD PARTIES

20.1 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.

21. GOVERNING LAW

21.1. Governing Law. 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.

22. ASSIGNMENT

22.1 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.

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