

AGREEMENT BETWEEN THE SINGAPORE WORKFORCE DEVELOPMENT AGENCY (WDA) AND APPLICANT COMPANIES USING SDF EASYNET AND APPLYING FOR TRAINING ASSISTANCE

1 Introduction

1.1 The Singapore Workforce Development Agency ("The Agency") has been delegated the powers under the Singapore Workforce Development Agency Act to administer the Skills Development Fund ("SDF") pursuant to the Skills Development Levy (SDL) Act and the Lifelong Learning Endowment Fund ("LLEF") pursuant to the LLEF Act. The use of funds under the SDF or LLEF shall be consistent with and pursuant to the objects and purposes for each fund as set out in their respective legislations.

1.2 Under the WDA Act, the SDL Act and the LLEF Act, The Agency awards companies training assistance ("Training Assistance") for sending their employees for courses that promote their skills or expertise. The granting of Training Assistance is administered under the SDF Scheme ("The Scheme"), and supported by the SDF Electronic Application EasyNet System ("The System")

1.3 The objective and spirit of The Scheme is to encourage employers ("Applicant Company") to take ownership of the skills upgrading and career progression of their employees, through the granting of Training Assistance. It is not a scheme to confer financial assistance to the training industry. This agreement ("Agreement") sets out the Terms and Conditions governing the use of The System and ensuring that the operation of The Scheme is in line with its objective and spirit. The Agency reserves the right to reject application, withdraw approval, or suspend/terminate its services to an Applicant Company if in its judgement, the objective and the spirit of The Scheme has been violated. To illustrate, The Agency will reject an application, withdraw approval or suspend/terminate its services to an Applicant Company if it has reasons to believe that trainees are formally employed only for the purposes of claiming Training Assistance, or that the trainee is not a genuine employee of the Applicant Company.

1.4 To participate in The Scheme, the Applicant Companies need to register as users of The System under The Scheme. Through The System, Training Providers can also apply to The Agency for their training courses to be given Approved Course ("Approved Course") status to qualify for Training Assistance under the "Nett Fee System".

1.5 To facilitate the application process, The Agency allows Training Providers to claim for Training Assistance on behalf of Applicant Companies. The Training Providers will in turn only charge Applicant Companies the portion of the cost

components for the Approved Courses less Training Assistance, otherwise called the “Nett Fee”.

1.6 By registering as users of The System and/or claiming for Training Assistance, Applicant Companies agree to abide by the objective and spirit of the SDF Funding Scheme, and all of the terms and conditions set out in this Agreement.

1.7 The terms and conditions set out herein may be modified, amended or added at the sole discretion of The Agency. Unless otherwise specified in any notification issued by The Agency, The Agency will provide five working days of notification prior to the date when the modifications, amendments or additions shall take effect, and as posted on The Agency’s website at www.sdf.gov.sg.

2 Definitions

2.1 Unless the context otherwise requires, the following definitions shall apply for the purposes of this Agreement:

"Agreement" means these terms and conditions of use as may be amended, modified or varied by The Agency from time to time;

"WDA" means the Singapore Workforce Development Agency established pursuant to Section 3 of the Singapore Workforce Development Agency Act (Cap. 305D)

"LLEF" means the Lifelong Learning Endowment Fund established pursuant to Section 4 of the Lifelong Learning Endowment Fund Act (Cap 162A);

"SDF" means the Skills Development Fund established pursuant to Section 6 of the Skills Development Levy Act (Cap 306);

"Training Assistance" means subsidy or grant awarded by The Agency to employers to defray the cost of training of their employees;

"The Scheme" means the administration mechanism and procedures for granting of Training Assistance by The Agency;

"The System" means the Front-end Application System, through which Applicant Companies and Training Providers performed services provided through the SDF EasyNet System which includes;

1. information and updates on the Training Providers and the Approved Courses;

2. the electronic transmission through The System for enrolment for Approved Courses and applications to WDA for Training Assistance under The Scheme;
3. the electronic transmission through The System of claims by Training Providers on behalf of Companies for Training Assistance, declarations of attendance for trainees, post-course evaluation forms and any such other claims, statements or forms required for the processing of any claim for Training Assistance offered under the Scheme as The Agency deems appropriate;
4. the provision of an on-line facility to permit enquiries on the status of enrolments for courses cum applications for Training Assistance and claims for Training Assistance offered under The Scheme;
5. the provision of general information about WDA and Schemes as The Agency deems appropriate

"Applicant Companies" means employers which are applying for Training Assistance and/or using the services under The System;

"Training Provider" means the supplier of Approved Courses who are using the Services ;

"Approved Courses" means courses approved by The Agency which are eligible for Training Assistance.

3 Registering For Access And Use

3.1 To be a user of The System, the Applicant Company shall first register by submitting the duly completed registration form to The Agency. The Applicant Company shall ensure that all its particulars provided to The Agency in such registration form are accurate, complete and current. The Agency will after processing the registration form designate to the Applicant Company (a) a Login Identification ("Login ID") for The System and (b) a Password for The System.

3.2 The Login ID and Password may be despatched by The Agency to the Applicant Company at the address indicated by the Applicant Company. The Applicant Company is entirely responsible for maintaining the confidentiality of its designated Login ID and Password and shall not at any time disclose its designated Login ID and/or Password to any person except to its appointed authorised users. The Applicant Company and its authorised users shall exercise all reasonable care to prevent the disclosure or unauthorised use of the Login ID and/or Password.

3.3 The Agency shall not in any way be responsible or liable to the Applicant Company or any other person if any person apart from the Applicant Company's authorised users should obtain possession of or use the Login ID and/or password designated to the Applicant Company.

3.4 The Applicant Company agrees to notify The Agency immediately of any unauthorised use of its designated Login ID and Password and/or any other breach of security of The System.

3.5 The Applicant Company may utilise the Services only by accessing The System with its designated Login ID and Password and whilst such Login ID and Password is and remains valid. The Agency may at anytime in its sole and absolute discretion invalidate the Applicant Company's designated Login ID and/or the Password without assigning any reason therefore and without prior notice to the Applicant Company. The Agency shall not be liable or responsible for any loss or damage suffered by or caused to the Applicant Company or arising out of, in connection with or by reason of such invalidation.

3.6 The Agency reserves the right to shut down The System from time to time for any duration and/or deny the Applicant Company access to The System for the purposes including upgrading, maintenance, investigation or policy review. The Agency shall not be liable or responsible to the Applicant Company or any other person for any loss or damage suffered or caused due to the shut down or denial of access.

3.7 The Applicant Company shall bear all costs and expenses incurred to access and use The System.

3.8 In the event of any change in the particulars of the Applicant Company, the Applicant Company shall edit the particulars via The System and submit the change within 14 days.

4. Applying For Training Assistance

4.1 The Training Assistance is only awarded to Applicant Companies to support part of the course fees for Approved Courses by The Agency attended by the employees of the Applicant Company (the "Trainee").

4.2 Any Approved Course undertaken by the Trainee(s) under any other education assistance scheme shall not be eligible for the Training Assistance.

4.3 The Training Assistance shall be awarded by The Agency to the Applicant Company on a per Trainee basis. Such Training Assistance shall be disbursed by The Agency directly to the Training Providers after completion of each

Approved Course and upon The Agency's satisfaction that all the terms and conditions herein have been met and the spirit and intent of the SDF as stated in the introductory paragraphs are not violated. Such Training Assistance may, at the absolute discretion of The Agency, be withdrawn at any time prior to its disbursement. The amount payable by The Agency under the Training Assistance may be reduced if there are downward variations for whatever items upon which the amount of Training Assistance had been computed upon.

4.4 The Agency has the sole discretion with regard to the approval of such training courses and of the approval of the Training Providers. The Agency may in its sole discretion and for its own reasons withdraw such approval for any Approved Courses and/or any Training Provider at any time without notice.

5. Trainees

5.1 The Trainee(s) must meet the following eligibility criteria before the Training Assistance may be awarded to the Applicant Company:

- (a) Trainee(s) of the Approved Courses are Singapore Citizen(s) or Permanent Resident(s) of Singapore;
- (b) Trainee(s) must be persons employed by the Applicant Company, in accordance to the Employment Act, except for sole proprietors and partners, working directors and members of co-operatives or commission-based agents. To illustrate, Trainees who are recruited solely for the purpose of training and be released shortly from employment thereafter are not eligible for Training Assistance. To further illustrate, Trainees who are employed on different terms of employment during and after training may also lead to The Agency concluding that they are not genuine employees and the objective and spirit of The Scheme has been violated;
- (c) If the trainees are not employed by the Applicant Company, such persons must be employed by another company for the purpose of providing services to or for the Applicant Company. When requested, the Applicant Company shall produce (i) documentary evidence that these Trainee(s) are employed by another company for the purpose of providing services to or for the Applicant Company, and (ii) any other information that may be required for the purpose of assessing the applications and verifying the claims submitted;
- (d) Trainee(s) repeating training in the same course will not be eligible for Training Assistance;
- (e) The Applicant Company is a company or a business registered with the Accounting & Corporate Regulatory Authority in Singapore;

- (f) A Training Provider is deemed to be related to the Applicant Company if it is related to the Applicant Company under the Companies Act (Cap.50) or where the Training Provider and Applicant Company have mutual partners or shareholders. In such instances, the Applicant Company should not apply for funding under The System but instead it has to submit a hardcopy application form (Form 1) to The Agency, and
- (g) All other conditions of eligibility as applicable to The Scheme which may be amended, revised, modified or varied from time to time and at any time in The Agency's sole discretion are met.

5.2 The Training Assistance will be disbursed to the Training Provider if the following terms and conditions are met:

- (a) Trainee(s) must complete the full course whilst in the Applicant Company's employment;
- (b) The Approved Courses attended must be relevant to the Trainee(s) current role and in line with the business needs of the Applicant Company. For clarity, training that prepares employees for bigger roles and higher positions in the organisation is considered relevant to their current role;
- (c) The Trainee(s) must attain a minimum of 75% attendance for the approved courses and must sit for all examinations if the Approved Course leads to certification;
- (d) For Workplace Literacy (WPL) and/or Workplace Numeracy (WPN) training courses under the Singapore Employability Skills System (ESS), the Trainee(s) must have completed the Workplace Literacy and Numeracy (WPLN) appraisal and are recommended for training in the particular WPL and/or WPN module;
- (e) Trainee(s) repeating training in the same course will not be eligible for Training Assistance;
- (f) Trainee(s) must be fully sponsored by the Applicant Company for supportable cost components (such as course fees) incurred on the training course. The Nett Fee must be borne by the Applicant Company, and not by the Trainee(s) or any other persons;
- (g) All payments must be made with cheques issued by the Applicant Company or by GIRO payments from the Applicant Company's account.

5.3 When in doubt, Applicant Companies should refer to further guidelines under the “Company’s Non-Technical Guide to the SDF EasyNet” as well as all guidelines published by The Agency from time to time which will spell out The Agency’s requirements in greater detail. All notices and communications from The Agency to the Training Provider shall be made electronically.

5.4 The Agency reserves the sole discretion to reject any application that in The Agency’s judgement, violates the objective and spirit of the Scheme, and/or fail to comply with the terms and conditions of this Agreement. For the avoidance of doubt, the Agency also has the sole discretion to apply a lower quantum, rate or portion of the course fee support that would be awarded to Training Providers, in order to preserve the objective and spirit of The Scheme.

6 Submission of Claims

6.1 After the completion of each Approved Course and payment of the Nett Fee by the Applicant Company, the Training Provider shall submit the electronic claim forms on behalf of the Applicant Companies based on the number of Trainees who have satisfied all the terms and conditions set out above under Clause 5.2.

6.2 The claim forms shall be submitted electronically within 3 months after completion of the Approved Course.

6.3 The Agency will upon processing of the claim disburse the award of Training Assistance to the Training Provider through Interbank GIRO.

7. Administration

7.1 For auditing purposes, the hardcopy enrolment cum application forms, attendance lists, payment invoices, course fee receipts and all other documents pertaining to application for Training Assistance by the Applicant Companies for the Approved Courses shall be kept for at least 3 years, and shall be furnished to The Agency as and when requested.

7.2 The Applicant Company shall permit The Agency, its officers or agents full and free access to their respective places of operation, payroll registers, financial statements including bank statements, books, documents, papers and all such information as may be required for the purpose of monitoring Approved Courses or verification of claims submitted, and shall allow The Agency, its officers or agents to inspect, make copies or take extracts from such registers, statements, books, documents, papers and information for these purposes.

7.3 All information entered or transmitted by the Training Provider, on behalf of Applicant Companies to The Agency through The System in connection with any enrolment, application and claim must be true, complete and accurate as at

the date of transmission and The Agency shall be entitled to rely on the accuracy thereof.

8 Liquidated Damages

8.1 In the event that liquidated damages or any other form of compensation for the cost of any Approved Course is recovered by the Training Provider or the Applicant Company from any Trainee or any other person, the Training Provider or the Applicant Company, as the case may be, shall forthwith refund to The Agency the corresponding amount which had been disbursed by The Agency under the award of Training Assistance.

8.2 The Applicant Company and the Training Provider must forthwith inform The Agency of any instances where any Trainee resigns from the employment of the Applicant Company or withdraws from the Approved Course and where liquidated damages or any other form of compensation for the cost of training is recovered from such Trainee(s).

9 Termination

9.1 In the event that approval has been withdrawn, the Applicant Company and the Training Provider shall, upon demand by the Agency, be jointly and severally to refund and repay The Agency all Training Assistance which have been disbursed or paid to or to the order of the Applicant Company or the Training Provider, together with interest peg at a reasonable market rate which The Agency shall determine.

9.2 The Agency may terminate the Services or the Applicant Company's access to the System forthwith without notice upon the occurrence of any or more of the following events:

- (a) If the Applicant Company commits a breach of this Agreement, that is in the opinion of The Agency capable of being remedied and the Applicant Company having been notified by The Agency of the breach, fails, refuses or neglects to take all steps necessary to rectify the breach within thirty (30) days of being so notified;
- (b) The Applicant Company has at any time provided any information, whether written or oral to The Agency, which is false, inaccurate, distorted, misleading or incomplete;
- (c) The Applicant Company enters into liquidation, receivership, or becomes insolvent or ceases or threatens to cease to carry on its business or operations or any part thereof or takes or suffers any similar action or occurrence in any jurisdiction; or

- (d) if The Agency has reasonable grounds on which to form an opinion that the Applicant Company or any of its directors, employees, shareholders, agents or sub-contractors is or are guilty of or engages in conduct that is prejudicial to the interests of The Agency.

9.3 The Agency may also terminate the Applicant Company's access to The System if, in the sole discretion of The Agency, The Agency suspects that the security of the Applicant Company's designated Login ID and Password has been compromised in any way.

9.4 Notwithstanding Clause 9.2 and 9.3 above, The Agency reserves the right to withdraw or terminate all or part of the Services or to terminate The System, in its sole discretion and for its own reasons.

10 Proprietary Rights

10.1 Except as otherwise expressly stated herein, the contents of The System (including, but not limited to, all design, text, sound recordings or images or links) are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. The Applicant Company may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way the contents found in The System or made available through the Services.

10.2 No licence or right is granted and the Applicant Company's access to The System and/or use of the Services shall not be construed as granting by implication, estoppel or otherwise, any licence or right to use any trade marks, service marks, or logos appearing on The System without the prior written consent of The Agency or the relevant third party proprietor thereof.

10.3 The Applicant Company shall use its best endeavours to protect the intellectual property rights of The Agency or any derivation thereof and shall inform The Agency immediately if it learns of any infringement, misappropriation, improper or wrongful use of the same or any of them or that the same infringes the rights of others.

11 Proceedings

11.1 The Agency shall have control of all proceedings in any court of law or tribunal in respect of any infringement of its intellectual property rights and if The Agency wishes to bring or to defend or there be brought or defended any proceedings, the Applicant Company shall at The Agency's request join in or lend its name to bring or defend such proceedings under the control of The Agency and shall give all help and do all acts and things requested of it for the purpose of ensuring the efficient and proper prosecution or defence of such proceedings.

12. Other Terms and Conditions

12.1 The disbursement of any Training Assistance (or any part thereof) or any failure or delay by The Agency to exercise any of its rights or powers or to make any claim in respect of any breach of the terms and conditions hereunder shall not constitute or be deemed to constitute a waiver thereof and (without limitation to the foregoing) shall not prevent The Agency from withdrawing or cancelling any Training Assistance at any time in accordance with the terms herein.

12.2 Nothing herein shall prejudice or affect the right of the Applicant Company or The Agency to make or submit applications or claims or to give notices or other communications to each other in any printed or written form.

12.3 The Applicant Company warrants that all information transmitted by the Applicant Company to The Agency through The System in connection with the respective Scheme is true, complete and accurate as at the date of transmission and The Agency shall be entitled to rely on the accuracy thereof.

12.4 The Applicant Company agrees that any statement or representation produced by The System in respect of the information transmitted by the Applicant Company through The System (whether in an encrypted or decrypted form or in any other form) and any translation thereof shall be admissible as evidence of the actual information transmitted by the Applicant Company through The System and the Applicant Company shall not dispute the authenticity or the accuracy of such statement or representation or the translation thereof.

12.5 This Agreement (and the terms and conditions of The Schemes) are personal to the Applicant Company and shall not be capable of being assigned, charged or sub-licensed by it without prior written approval of The Agency.

12.6 All decisions, views and acts of The Agency shall be conclusive, final and binding on the Applicant Company and the Training Provider applying for the award of Training Assistance, and The Agency shall not be obliged to give any reasons or explanations.

12.7 This Agreement shall be governed in accordance with the laws in force in the Republic of Singapore and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

12.8 The Applicant Company understands that if it obtains any disbursement of Training Assistance by means of any false, inaccurate, distorted or misleading statement or any document that is false, inaccurate, distorted or misleading in any particular manner, it will be guilty of an offence under Singapore law which

may be subject to prosecution pursuant to offences under the penal code, the Skills Development Levy Act and the Lifelong Learning Endowment Fund Act.

13 Indemnity

13.1 The Applicant Company hereby covenants to hold The Agency harmless and indemnify The Agency for and against any and all claims, demands, causes of action, losses, costs, damages, suits, judgements, penalties, expenses and liabilities or obligations of any kind, type or description arising directly or indirectly out of any act or default of the Applicant Company and/or Training Provider, its directors, employees, shareholders, agents or sub-contractors, or out of any breach of the obligations hereunder (including the terms and conditions of The Schemes) on its part to be performed.