

**Funding
Specific Terms and Conditions**

1. Scope of Terms and Conditions

1.1 These Specific Terms and Conditions shall apply to all Grants.

2. Definitions

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

“Absentee Payroll”	shall have the meaning ascribed to it in Section 3.1.
“Applicant”	means a person who has submitted, whether directly or through a person authorised by SSG hereunder to act on his behalf, an application to SSG for a SkillsConnect Account or for the grant of a right or benefit under the Contract.
“Claimant”	means a person claiming from SSG or who has been awarded by SSG funds under a Grant.
“Employer-Sponsored Trainee”	refers to a Trainee:- <ul style="list-style-type: none">(a) whose employer is liable to pay Funded Course fees on account of the Trainee’s candidature in the Funded Course; or(b) who himself, or whose employer, has been engaged by the (first mentioned) person referred to in Section 4.3(c) below, and such person is liable to pay Funded Course fees on account of the Trainee’s candidature in the Funded Course.
“Funded Course”	means a training course approved by SSG for funding under a Funding Scheme
“Funding Scheme”	means a funding scheme/programme administered by SSG, including without limitation schemes administered under the Skills Development Fund (SDF), and Lifelong Learning Endowment Fund (LLEF).
“Grant”	means monetary support awarded by SSG under a Funding Scheme.
“Self-Sponsored Trainee”	refers to a Trainee who is not an Employer- Sponsored Trainee.
“Trainee”	means a person who attends a Funded Course.
“Training Grant”	shall have the meaning ascribed to it in Section 3.1.
“Training Grant Application”	means the application referred to by the same name in the SkillsConnect to be made prior to submitting claims for Grants.
“Training Organisation”	means a provider of a Funded Course.
“You” or “you”	means a Claimant.

3. Grants

- 3.1 SSG shall award Grants only for Funded Courses, subject to the terms of this Contract. The Grants administered by SSG include without limitation the following:
- (a) Training Grant: A Grant on a per Trainee basis to defray the cost of a Funded Course; and
 - (b) Absentee Payroll: A Grant on a per Trainee basis:-
 - i. to defray the manpower costs incurred by the Trainee's employer due to the Trainee's attendance at a Funded Course or
 - ii. awarded on account of a Trainee's attendance at a Funded Course during non-working hours, the amount of such Grant to be calculated based on such formula as SSG (in its sole discretion) deems fit and reflected in SkillsConnect.
- 3.2 The costs and expenses that qualify for funding and the funding limits of the Grants are specified in the Guidelines including those set out in the SSG website(s) or SkillsConnect.
- 3.3 Notwithstanding Section 4 (Eligibility Criteria) or anything else in the Contract, the power to accept or reject any claim for a Grant or to revoke, suspend or vary any award of a Grant shall vest solely in SSG and SSG shall be entitled to exercise its rights under this Section in its sole discretion without advance notice or liability to any person and without assigning any reasons for its decision.

4. Eligibility Criteria

- 4.1 You shall be eligible to make a claim for a Grant, and any claim for a Grant that you submit to SSG shall be valid, only if all the conditions set out in this Section and the Guidelines are fulfilled.
- 4.2 You must be a company or business registered with the Accounting and Corporate Regulatory Authority in Singapore, a society registered with the Registry of Societies in Singapore or, subject to SSG's approval from time to time, other entities established or regulated under any written law in Singapore.
- 4.3 You must also be one of the following for the full duration of the Funded Course up to and including the date of the claim:
- (a) The employer of the Trainee, as defined in the Employment Act (Cap 91);
 - (b) The Trainee being a sole proprietor, partner or a commission-based agent;
 - (c) The person who has engaged the Trainee or the Trainee's employer as a sub-contractor and who has provided sufficient documentary evidence to SSG or the Training Organisation that the Trainee is providing the services under the sub-contract;
 - (d) The Training Organisation providing a Funded Course attended by the Trainee; or
 - (e) Such other person or entity approved by SSG from time to time.
- (a) The Trainee must for the full duration of the Funded Course and up to and including the date of the claim be a Singapore citizen or permanent resident, in accordance to the requirements of the applicable Funding Scheme.

4.5 Where you (not being the Training Organisation) and the Training Organisation are related corporations as defined in the Companies Act (Cap. 50) or have mutual partners or shareholders, you shall inform SSG in writing by such means as SSG may specify. Your eligibility to make a claim for a Grant in such a case shall be determined by SSG on a case by case basis at its sole and absolute discretion.

4.6 A claim may be submitted to SSG only if:

- (a) The conduct of the Funded Course has been completed;
- (b) The Trainee has attained a minimum of seventy-five percent (75%) attendance for the Funded Course and sat for and passed all prescribed examinations and/or assessments for the Funded Course;
- (c) The Funded Course is not one for which a Grant had previously been awarded in respect of the same Trainee;
- (d) In respect of Employer-Sponsored Trainees, the Funded Course is relevant to the Trainee's current role and consistent with the business needs of his workplace; for the avoidance of doubt, a Funded Course that prepares the Trainee for a more significant role and a higher position in his workplace is considered relevant to Trainee's current role;
- (e) In respect of Employer-Sponsored Trainees, the training is of relevance to the upgrading of the skills of the Trainee in performing his/her current job, preparing him/her to perform enhanced job scope or enhancing his/her skills for a new job within the same organisation; all this must be within the business requirement of the employing organisation;
- (f) In respect of Employer-Sponsored Trainees, the Trainee continues to receive his/her full salary, Central Provident Fund (CPF) entitlements and any other statutory benefits due to him/her in accordance with the Employment Act (if applicable), during the period of training;
- (g) In respect of Employer-Sponsored Trainees:
 - i. all payments to the Training Organisation for the Funded Course must be made by cheque, GIRO or electronic bank transfer by the employer.
 - ii. Where a Funded Course is paid for by way of cheque, the cheque has to be cleared before a claim for a Grant in connection with the relevant Trainee may be submitted;
 - iii. Without prejudice to Section 5.2, you shall retain copies of all cheques issued and all relevant GIRO or remittance statements in respect of such payments and where applicable, obtain invoices and receipts relating to such payments; the date of payment, amount paid and payee and payor details must be clearly discernable from such documents;
 - iv. The Trainee in question must not have the support of any education assistance scheme other than the Funding Scheme;
- (h) For claims made in respect of 'Full Fee Courses', the Funded Course fees must have been paid in full to the Training Organisation prior to the submission of the claim; for claims made in respect of 'Nett Fee Courses', the portion of the Funded Course fees not supportable under the Grant must have been paid in full to the Training Organisation prior to the submission of the claim;
- (i) For claims for Absentee Payroll, the Trainee must have been paid his salary in full for the period during which he attended the Funded Course; and

(j) A Training Grant Application has first been submitted to, and approved by, SSG.

- 4.7 Where the Claimant is the Trainee's employer, the Claimant undertakes that, if Absentee Payroll is awarded for training conducted outside working hours, it will, within thirty (30) days from receipt of the awarded Absentee Payroll, pay the same over to the Trainee with a mandatory top up of the trainee's salary.

5. Claims Administration

- 5.1 All claims must be submitted within the prevailing timeframes specified by SSG in the Guidelines. SSG shall not be obliged to accept any claims made after the expiry of this time period.
- 5.2 You shall keep detailed and accurate records related to the Funded Course(s) and claims for the Grant(s) together with supporting receipts, GIRO and remittance statements, vouchers and invoices, in accordance with generally accepted accounting principles. Such records include without limitation and where applicable, payroll registers, employee CPF statements, salary payment vouchers, letters of appointment, income tax declarations, documentation of enrolment and application forms, attendance lists, payment invoices, course fee receipts, financial statements (including without limitation bank statements) and all other documents pertaining to the claims for Grants and Trainee attendance and achievement in Funded Courses. Such records shall be kept for at least three (3) years after completion of the Funded Course or receipt of documents (whichever is later) and shall be furnished to SSG as and when requested.
- 5.3 Grants shall be disbursed subject to your compliance with the terms of the Contract to SSG's satisfaction. As a condition of disbursement of the Grant, you shall submit original or certified true copies of such records as SSG may require in support of the amount claimed.
- 5.4 You acknowledge that SSG is required to verify the claim before any part of the Grant may be disbursed. Any and all decisions or calculations in relation to a claim shall be made by SSG in its sole and absolute discretion and shall be final.
- 5.5 The Grant shall not be used for the payment of any taxes, duties, levies, fees or charges of any nature levied or imposed by any governmental agencies or regulatory bodies, all of which shall be borne solely by you.

6. Liquidated Damages

- 6.1 The Training Organisation and you must forthwith inform SSG of any instances where any Trainee resigns from your employment or withdraws from the Funded Course and where liquidated damages or any other form of compensation for the cost of training is recovered from such Trainee(s).
- 6.2 In the event that liquidated damages or any other form of compensation for the cost of any Funded Course is recovered by the Training Organisation or you from any Trainee or any other person, the Training Organisation or you, as the case may be, shall forthwith refund to SSG the corresponding amount which had been disbursed by SSG under the award of Training Grant.

7. SSG's remedies

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

- (a) Upon the occurrence of any of the matters that would entitle SSG to terminate the Contract under the SkillsConnect General Terms and Conditions;
 - (b) If SSG has determined in its sole and absolute discretion that you have failed to meet the eligibility criteria for the Grant in accordance with Section 4 or that the award is in violation of any applicable law;
 - (c) The Funded Course status of the training attended by the Trainee has been suspended or revoked for any reason; or
 - (d) SSG, in its judgement, believes that the objective and spirit of the Funding Scheme has been violated. For example, SSG has reasons to believe that Trainees are employed only for the purposes of claiming Training Grant, or that the Trainee is not a genuine employee as represented.
- 7.2 Where SSG has revoked the award of a Grant in respect of any Trainee, you shall immediately refund all monies received from SSG under the Grant in respect of that Trainee. Where SSG has reduced the amount of the Grant awarded, you shall immediately refund any monies received from SSG in excess of the reduced Grant.
- 7.3 SSG may at its sole discretion permit you to request for the revival of a revoked or suspended Grant. If you have been given such permission, you shall, within one (1) month after the revocation of the award of a Grant for any reason, provide SSG with such payroll registers, employee CPF statements, salary payment vouchers, letters of appointment, enrolment and application forms, attendance lists, payment invoices, course fee receipts, and other documents pertaining to the engagement of the Trainee, claims for Grants and Trainee attendance and achievement in Funded Courses as SSG may require.
- 7.4 For avoidance of doubt, any claim for a Grant received by SSG on or after the revocation of the applicable award shall be invalid. SSG reserves the right in its sole and absolute discretion to reject as invalid any claim for a Grant received by SSG on or after the date of its notice to suspend or withhold payment of the whole or any part of the award or reduce the award.

Updated as at 13 September 2016 and effective on 3 October 2016