



TERMS AND CONDITIONS (“AGREEMENT”) GOVERNING THE AWARD OF APPROVED TRAINING PROVIDER (ATP) STATUS

Definitions

In this Terms and Conditions, the following definitions apply throughout unless otherwise stated:

- “ATP” An organisation that is awarded the ITE Approved Training Provider status
- “Course” The ITE course that the ATP is formally approved to conduct by ITE, and includes the examinations in relation to the conduct of the course
- “Facility” All classrooms, practical training rooms, workshops, equipment, tools and materials which are approved for the conduct of the Course, or which form part of the consideration leading to the approval of the ATP status
- “ITE” Institute of Technical Education, Singapore
- “Trainer” Persons who are approved by ITE to conduct, either jointly or severally, the ITE approved course and examinations

The term “course” shall include all types and levels of courses certified by ITE.

The term “course participant” shall have the same meaning as “student” and shall be referred to in relation to the ITE Course.

The term “facility” shall be referred to in relation to the approved location or venue of the ATP for the conduct of ITE Course.

The term “training” shall be referred to in relation to the conduct of ITE Course.

The term “training programme” shall have the same meaning as “Course”.

The term “training provider” shall have the same meaning as “ATP”.

The term “training staff” or “teaching staff” shall have the same meaning as “Trainer”.

Words importing the singular shall, where applicable, include the plural and *vice versa*.

Words importing the masculine gender shall, where applicable, include the feminine gender.

Reference to persons shall include corporations.

Any reference to a time, venue or place is made by reference to Singapore time, venue or place unless otherwise stated.

Upholding of ITE's Name

- 1 The training provider must uphold ITE's name at all times and ensure that it does not in any way bring ITE's name into any disrepute.
- 2 The training provider must not misrepresent its partnership with ITE, whether in Singapore or any other countries, in any of its written or verbal communication to any individuals, organisations and/or any other parties who may be involved in one way or another in the recruitment of students for the ITE Course. ITE reserves the right to take legal action, where necessary, against the training provider if the misrepresentation results in any damage or loss to ITE's reputation and goodwill.

Access to Premises

- 3 The training provider is required to grant ITE Officers access to its premises for the purpose of inspecting the premises or monitoring the training or conduct of tests at its premises. This includes access to financial statements and all other relevant documents for the purpose of auditing and inspections prior to and after the award of the status.
- 4 The training provider must take all necessary steps to ensure the safety of ITE Officers who are auditing, inspecting or monitoring the training or tests conducted at its premises.
- 5 The training provider shall indemnify ITE fully against any claim for any loss, injury or damage (including damage to property) suffered by an ITE Officer(s) while in the training provider's premises which are caused by acts committed or omitted by its organisation, its employees or agents.

Advertisement

- 6 The training provider must seek clearance from ITE for any advertisement, promotion materials, publicity or press release mentioning ITE, ITE certification or displaying the ITE logo regardless of the media, and whether such mention or display is in or for Singapore or overseas.

Intellectual Property Rights

- 7 All intellectual property rights (including copyright and trade marks) contained in, relating to or in connection with any materials and documents (whether in electronic format or otherwise and regardless of the media on which it is stored), including without limitation, all books, notes, data, examination papers, records, training and curriculum documents, the Skills Standard and all documents relating to ITE or the training provider's ATP status, provided by ITE to the training provider or obtained from ITE prior to and/or in the course of this Agreement, including any improvements, additions and/or modifications thereto (the "Materials") shall be and remain the sole property of ITE. When requested by ITE, the training provider will co-operate and provide assistance to ITE within 14 days of ITE's request to do all acts and execute all documents to vest all the rights, title and interests in such property in ITE. The training provider shall not challenge or dispute or cause to challenge or dispute such rights, title and interests of ITE and agree to immediately return the Materials to ITE at ITE's request or on the termination of this Agreement.

- 8 Subject to the training provider's full and timely performance of its obligations under this Agreement, ITE hereby grants the training provider the non-exclusive, non-transferable, non-sublicenseable right to reproduce and use the Materials for the purposes of conducting the Course, in particular, reproducing copies of the Materials as study materials for the students and teachers of the Course and using the Materials as teaching aids for the Course, for as long as this Agreement shall remain in force. Subject to the foregoing, the training provider shall have no rights or interests whatsoever in the same and shall not reproduce, modify, adapt, distribute, publish, perform, exhibit, communicate or otherwise use or deal with the same in any manner and in any form without ITE's express, prior written approval.

Conduct of Training

- 9 The training provider is responsible for implementing the Course using the schedule, duration, trainers and facilities approved by ITE.
- 10 Prior written approval of ITE must be sought for any proposed change of training programme, facilities, industry attachment centres and teaching staff.
- 11 The training provider is to ensure that course participants satisfy the minimum entry qualifications specified for the course they apply for.
- 12 The training provider is to ensure that course participants are given a copy of the relevant course content including all topics to be examined by ITE.
- 13 The training provider is to develop training materials e.g. course notes, training outlines, assignments etc, based on the ITE Skills Standard. It must ensure that both its training materials and the conduct of training for the full course cover all contents stipulated in the ITE Skills Standard. The training materials are to be kept by the provider and are subject to verification by ITE, when required. These materials shall be issued to course participants to aid their learning provided that the issue of such materials does not compromise and undermine testing and examination integrity.

Industry Attachment

- 14 For Courses with Industry Attachment (IA), the training provider is responsible for the placement of course participants in ITE-approved IA centres. It must ensure that the course participants commence IA only after completion of all other modules of the course. The IA must also commence **within two weeks** after the course participant has completed all institutional training (i.e. all theory and practical components) required for the Course.
- 15 For the purpose of recording the IA training, the training provider is to ensure that all course participants taking Courses with IA component are issued with an ITE IA Logbook **before** the commencement of IA. The training provider is responsible for the order and purchase of IA Logbooks from ITE.
- 16 Upon completion of IA, the training provider is required to collect all logbooks, which are to be duly signed and endorsed by the company supervisors; and countersigned by the training providers for submission to ITE **within 1 month** of completion of the Industry Attachment.
- 17 The training provider is required to supervise and monitor course participants for any industry attachment approved under the ITE training programme.
- 18 ITE is not a party to any agreement, verbal or written, that may be made between the training provider and the industry attachment centre(s) or any other companies, that are not endorsed by ITE or which contravenes the provisions for the conduct of the ITE approved course.

Registration for Examinations

- 19 The training provider is to ensure that course participants who are sitting for a particular exam series are registered with ITE for the examinations by the deadline specified by ITE for that particular exam series. Those not registered **by the specified deadline** would **NOT** be permitted to sit for the relevant tests and examinations.
- 20 The training provider is also responsible for checking and verifying that all particulars submitted for the registration of exams are correct **BEFORE** their submission to ITE by the specified deadline for registration.
- 21 Course participants of the training provider are eligible to register for the relevant tests and examinations conducted by ITE if they meet the following requirements:
- 21.1 They must be Singapore citizens, permanent residents or non-citizens with valid work permits or student pass holders;
- 21.2 They must meet the minimum entry requirements stipulated for the Course; and
- 21.3 They have undergone and completed the necessary Course conducted by the training provider. The training provider must be able to show documentary proof that the students have completed the Course when requested by ITE.

Appointment of Examinations Personnel

- 22 Only trainers who are approved to conduct the ITE Course at the ATP may perform as examination personnel (Presiding Examiner, Setter, Moderator, Translator, Invigilator and Marker), ("Exam Personnel") in relation to the conduct of the Course subject to prior approval by ITE.
- 23 All Exam Personnel shall comply, and the training provider shall ensure that its Exam Personnel shall comply with all examination procedures spelled out by ITE.

Conduct of Examinations

- 24 The examinations will be held at one of ITE's training institutes or any other venue to be determined by ITE. The training provider is required to make available its facilities and premises for the conduct of the examinations in conjunction with the course approved by ITE under this scheme.
- 25 The training provider is required to ensure that all Exam Personnel report punctually for duty. All examination procedures spelled out by ITE Examinations Department must be followed
- 26 The training provider is to ensure that tests and examinations conducted at their premises are carried out in a fair and unbiased manner, and that the integrity of the tests or examinations is not compromised.

Period of Approval

- 27 Approval shall be granted for an initial period of up to 2 years. Application for renewal must be forwarded to ITE's Industry Services Department **not later than 1 month before the expiry date of the approved term.**

- 28 The performance of the training provider in terms of compliance with this Agreement, ITE examinations requirements, enrollment rate and pass rate (as hereafter defined) of its students in the ITE examinations shall be taken into consideration for renewal. This does not preclude any other factors that ITE may consider for the renewal of the ATP status.
- 29 For the purposes of this Agreement, “enrollment rate” and “pass rate” are defined as:
- 29.1 Enrollment Rate :
- | | | |
|---|---|------|
| Number of Students Registered for ITE Exams | X | 100% |
| Approved Enrollment for Course | | |
- 29.2 Pass Rate :
- | | | |
|---|---|------|
| Number of Students Passed ITE Exams | X | 100% |
| Number of Students Registered for ITE Exams | | |
- 30 Where the training provider has failed to have its ATP status renewed by the status expiry date, the training provider **shall not commence any intake after the expiry date**, until such time that its application for renewal has been evaluated and the status of Approved Training Provider is renewed and awarded by ITE.
- 31 ITE may, in its sole discretion, decide not to renew the ATP status. Any such decision will be communicated in writing to the training provider, and the decision so communicated shall be final.
- 32 The ATP shall indemnify ITE for any loss suffered or liabilities incurred by ITE and any claims against ITE arising from or in connection with the non-renewal of ATP status for any reason whatsoever.

Withdrawal of Status

- 33 ITE may terminate this Agreement and revoke the ATP status awarded to the training provider immediately upon notice if:
- 33.1 the training facility, whether partly or wholly, is relocated or no longer available;
- 33.2 changes have been made to the training provider's facilities and/or equipment without ITE's express prior written approval; or
- 33.3 the training provider breaches any of the terms or conditions of this Agreement;
- 34 ITE may, in its sole discretion, terminate this Agreement and revoke the ATP status awarded to the training provider at any time, without reason. ITE is entitled to extend any such revocation of the ATP status, jointly and severally, to include all courses and/or facilities that are approved under the ATP scheme and awarded to the training provider, and treat any such decision to withdraw the ATP status as a whole and/or group.
- 35 Without prejudice to ITE's right under Clause 34, if the ATP is in breach of any of the terms and conditions herein, ITE shall be entitled to blacklist the ATP including any of its shareholders, directors, employees, trustees, managers or other officers for such period of time as ITE may require.

- 36 Upon termination of this Agreement:
- 36.1 the ATP shall return all Materials (including all extracts or copies thereof) to ITE without demand and at the ATP's own cost, or if so requested by ITE, destroy the Materials and produce evidence that the Materials have been destroyed;
 - 36.2 the ATP undertakes that it will not, and undertakes to procure that its shareholders, directors, employees, trustees, managers or other officers will not, represent that it still has or has had ATP status; and
 - 36.3 ITE shall be entitled to advertise and/or publicise the fact that the ATP has had its ATP status withdrawn in the main English and Chinese language newspapers circulated in Singapore and charge the costs of the same to the ATP. ITE may at its discretion collect such costs for the advertisements before the advertisements have been placed and the ATP shall, upon request by ITE, make payment of the same to ITE.
- 37 The ATP shall indemnify ITE for any loss suffered or liabilities incurred by ITE and any claims against ITE arising from or in connection with any breach by the ATP of the terms and conditions herein or ITE's withdrawal of ATP status for any reason whatsoever.

Cessation To Offer ITE Courses

- 38 If the training provider ceases to offer ITE course(s) for whatever reasons, including but not limited to the closure of the training provider; withdrawal of ATP status by ITE; non-renewal of ATP status by ITE; or change of management decision by the directors &/or owners of the training provider, the training provider is responsible for the placement of all on-going students who wish to continue with the same course, in another training provider approved by ITE for the conduct of the same course. For students who opt to discontinue with the course, the refund policy stipulated under CaseTrust for Education will apply. In the absence of such a refund policy, the training provider shall undertake to refund students the portion of course fee and any other fees paid for which services have not been rendered.
- 39 All costs arising from the transfer of students due to cessation must be borne by the training provider.
- 40 The training provider must notify ITE in writing, of any intended or impending cessation of business operation; or a cessation of offer of ITE courses not amounting to a cessation of business operation. It must co-operate with ITE to provide updated information for the purpose of contacting students and determining the course and modules completed by each student enrolled for the ITE course conducted by the training provider.

Fees

- 41 A non-refundable application fee is payable by the training provider at the point of application for the ATP status. This includes, but is not limited to new applications by the training provider; or renewal of the ATP status.
- 42 All administration and application fees and charges under the ATP scheme shall apply. This includes, without limitation, fees and charges for applications for trainers; applications for IA centres; revision of approved terms; and IA logbooks.
- 43 All ITE examination fees shall apply.
- 44 All fees payable to ITE will be at the prevailing rates and terms.

45 All cheques should be crossed and made payable to the Institute of Technical Education.

Confidentiality

46 The training provider shall at all times retain in confidence, and shall not without the prior consent of ITE disclose to any third party or otherwise use any and all Confidential Information (as hereafter defined), but nothing herein shall prevent disclosure by the training provider of any such information in compliance with a legal requirement of a government agency or otherwise where disclosure is required by compulsion of law, but only to the extent necessary to comply with such requirement, and the training provider shall provide ITE at least ten (10) days prior written notice of such disclosure, specifying the applicable exception(s) and circumstances relating thereto.

47 The parties hereby agree that any breach of this Section would constitute irreparable harm, and that ITE shall be entitled to specific performance or injunctive relief to enforce this Section in addition to whatever remedies it may otherwise be entitled to at law or in equity.

48 For the purposes of this Agreement, "Confidential Information" means information marked or otherwise identified in writing by ITE as proprietary or confidential or which, under the circumstances surrounding the disclosure, ought to be regarded as proprietary or confidential, and shall be deemed to include without limitation, all non-public information relating to ITE's operations or business plans and the Courses and Materials but does not include information which the training provider can to the reasonable satisfaction of ITE, demonstrate to be information that (i) the training provider has developed independently; (ii) was known to the training provider prior to its being disclosed by ITE; or (iii) is publicly available or is received from a source other than ITE, and in all cases other than by a breach of an obligation of confidentiality and through no fault of the training provider.

49 The training provider shall promptly notify ITE if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Confidential Information and shall give ITE all reasonable assistance in connection with any proceedings which it may institute against such person for breach of confidence.

50 For the avoidance of doubt, the foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

Other Matters

51 The training provider is to ensure that full co-operation is given to ITE on registration and examination matters and other administrative requirements.

52 The ATP status is non-exclusive, non-transferable and non-sublicenseable.

53 The training provider is to ensure that full disclosure is made to ITE on any changes, including but not limited to changes in trainers; facilities; equipment; or statutory registrations with other government or non-government agencies required by ITE, which would affect its eligibility to qualify for the ATP status; or its performance of this Agreement.

54 ITE must be informed of any change in ownership of the training provider.

55 ITE will not be responsible for any loss, damage or delay in the implementation of the scheme.

56 ITE reserves the right at all times to supplement, amend or vary the terms and conditions. Any such change will be communicated to the training provider in writing, and all decision so communicated by ITE shall be final.

1 Jun 2007