

PART B: TERMS AND CONDITIONS

(To be read in conjunction with Part A of this Letter of Offer)

1. The decision to award the Grant and continue the provision of funding under the Grant is subject to the Company/Employer satisfying the terms and conditions stipulated in this Letter of Offer, and, in particular, is on the basis that the Company/Employer will achieve certain outcomes as set out in this Letter of Offer. For the avoidance of doubt, e2i is under no obligation to offer the Grant or (if offered) continue with the Grant to the Company/Employer and e2i has the absolute discretion to refuse to disburse to the Company/Employer any sums under the Grant at any time for any reason.

Grant Recipient's Responsibilities

2. The Company/Employer shall maintain proper records of all expenditure details for the Programme, including but not limited to payment records (including receipts / invoices issued to participants), supporting invoices and contracts, computation and accounting for goods and services tax ("**GST**") (if applicable), details supporting the qualifying criteria of these applications, reports specified within this Letter of Offer, and any other relevant information. Upon e2i's request, the Company/Employer shall provide the records to e2i at the same time as when it submits the reports stipulated in this Letter of Offer to e2i. Partner agencies shall also provide evidence of reimbursement made to trainees upon e2i's request.
3. The Grant should be disbursed according to the schedule stipulated in this Letter of Offer. At e2i's absolute and sole discretion, e2i may disburse the Grant prior to its receipt of the reports stipulated in this Letter of Offer, without prejudice to e2i's right to receive the same. In such circumstances, should the Company/Employer fail to provide to e2i the reports subsequently, and/or fail to satisfy the qualifying criteria/key outcomes specified in this Letter of Offer, the Company/Employer shall be disqualified from receiving the Grant and Company/Employer agrees that e2i shall be entitled to recover all sums paid to the Company/Employer under this Grant in accordance with the terms set out in clause 15 below.
4. The Company/Employer shall cooperate with e2i in events and/or media features to showcase the Company/Employer as a beneficiary of the Grant.
5. The Company/Employer shall implement the Programme in good faith, including ensuring that the respective eligibility criteria for each funding component are complied with, and shall only submit information that is truthful and accurate. By accepting this Letter of Offer, the Company/Employer also confirms that it has not and shall not submit any of the items where actual grant has been funded under the Grant for other Government funding schemes/deductions/waivers. In this regard, e2i shall be entitled to inspect the Company/Employer's premises and the abovementioned records. Additionally, the Company/Employer shall

- provide to e2i any other information or documents e2i deems in its sole opinion to be relevant to the provision of the Grant. WSG, its appointed auditor and/or nominated representatives shall at any time upon reasonable request be given full access to information deemed necessary for the purposes of conducting effectiveness surveys or audits in relation to the Programme. A breach of this condition shall disqualify the Company/Employer of eligibility to receive the Grant on the basis of fraud.
6. The Company/ Employer shall comply with the Employment Act (Cap 91) and all other applicable legislation, laws, rules, regulations and government policies.
 7. The Company/Employer is required to declare any potential conflict of interests arising from the usage of the Grant. Interest refers to any commitment, investment, relationship, obligation or involvement, financial or otherwise that may influence the Company's/Employer's ability to exercise independent and objective judgment. Potential conflict of interest may include, but not limited to, the Company/Employer having interest in any business transaction(s), agreement or investment with any vendor, supplier, or any other party providing or bidding for providing services. A breach of this condition shall disqualify the Company/Employer of eligibility to receive the Grant on the basis of fraud.
 8. For Programmes with funding \$100,000 and above or where the cumulative disbursement to the company is \$100,000 and above, in the calendar year and across earlier calendar years (if applicable), the Company/Employer shall submit an externally audited Statement of Grant Claim (SOGC) for the required Programme(s) within three months from the end of the latest calendar year. For the avoidance of doubt, the Company/Employer shall also submit the abovementioned documents in all cases where the Company/Employer is disqualified from receiving the Grant and when the Company/Employer chooses to withdraw the Programme from the Grant. e2i retains the right to request for the audit even after the Letter of Offer has closed, in other words, after all the disbursements have been processed and funding period has ended. A sample of the statement of grant claim can be found online at www.e2i.com.sg/businesses/grant-information.
 9. For Programmes with funding above \$5 million, the Company/Employer shall also submit an externally audited Income & Expenditure (I&E) report for the Programme, which includes Programme-specific income & expenditure statement prepared based on Singapore Financial Reporting Standards and the programme manager/partner's accounting policies, within six months from the end of the Period of Funding. For the avoidance of doubt, the Company/Employer shall also submit the abovementioned documents in all cases where the Company/Employer is disqualified from receiving the Grant and when the Company/Employer chooses to withdraw the Programme from the Grant. A sample of the income & expenditure report can be found online at www.e2i.com.sg/businesses/grant-information.

Protection of Personal Data

10. For the purpose of this Letter of Offer:

- (a) “**NRIC**” means the Singapore National Registration Identification Card;
- (b) “**PDPA**” means the Personal Data Protection Act 2012;
- (c) “**Parties**” means e2i and the Company/Employer and “**Party**” means any of them, and
- (d) “**Personal Data**” shall have the same meaning as defined in the PDPA which may be amended from time to time.

11. Each Party shall comply with all its obligations under the PDPA at its own cost.

12. Without affecting the generality of clause 11, each Party acknowledges and agrees as follows:

- (a) e2i is administering the Training Programme on behalf of Workforce Singapore Agency (“**WSG**”) which is a public agency for the purposes of the PDPA.
- (b) e2i’s administration of the Training Programme on behalf of WSG requires the collection, use, processing and/or disclosure of Personal Data, such as NRIC and other national identification documents and numbers, for the purposes of grant administration, validating Training Programme outcomes, fulfilling audit/legal/reporting requirements and analysis of data and statistics and formulating and reviewing of relevant employment or social welfare policies.
- (c) Each Party shall only process, use or disclose Personal Data received from the other Party strictly for the purposes of fulfilling its obligations under this [Letter of Offer / Services Agreement].
- (d) Where it is required to collect Personal Data on behalf of the other Party or where it intends to share Personal Data with the other Party, it shall, where necessary, provide notice to and/or obtain consent from the individuals to whom the Personal Data relates, to enable the Personal Data to be provided to, and used by, the other as contemplated under this [Letter of Offer / Services Agreement].
- (e) Each Party shall protect Personal Data received from the other Party that is in its possession or control by making adequate security arrangements against unauthorised access, collection, processing, transfer disclosure or disposal of the Personal Data, and other similar risks. Neither Party shall not transfer Personal Data outside of Singapore without the prior written approval of the other Party and shall ensure that any transfer shall only take place as permitted under the PDPA.

- (f) Each Party shall process or retain the Personal Data received from the other Party for no longer than necessary to serve the purposes set out in this [Letter of Offer / Services Agreement].
- (g) In the event of any actual or reasonably suspected misappropriation or unauthorised access, collection, processing, transfer disclosure or disposal of the Personal Data received from the other Party (hereafter “**Data Breach**”), a Party shall:
 - (i) without undue delay notify the other of the Data Breach but in no event later than 12 hours after becoming aware of the Data Breach unless otherwise agreed;
 - (ii) in notifying the other Party of the Data Breach, inform the other in writing of all known details of the Data Breach, including a description of the nature of the Data Breach, the name and contact details of the data protection officer from whom more information can be obtained, a description of the likely consequences of the Data Breach, and the measures which it proposes to be taken or has taken to address the Data Breach, and any other information required by the other Party;
 - (iii) fully cooperate with the other Party in connection with the investigation of the Data Breach, and not make any public announcement relating to any Data Breach without the other Party’s prior written approval; and
 - (iv) inform the other Party in writing of the identity of the regulator, authority and/or individual(s) to whom such report is to be made.

After the submission of the abovesaid report of the Data Breach to any regulator, authority and/or individual(s), the other Party shall be notified of the submission of each such report.

- (h) Each Party shall take any other steps reasonably requested by the other Party in writing to assist the other in complying with its obligations under the PDPA or other applicable law.

13. Each Party shall indemnify and hold harmless the other and its officers, employees and agents, on demand, from and against all actions, claims, demands, losses, damages, statutory penalties, expenses and costs (including consequential losses, loss of profit, loss of reputation, and legal costs on an indemnity basis), in respect of its breach or negligent performance or non-performance of clauses 10-14, or any enforcement of clauses 10 to 14 of Part B above.

14. The obligations in clauses 10 to 14 of Part B above shall survive the expiry or termination of this [Letter of Offer / Service Agreement].

Disqualification and Withdrawal

15. In all cases where the Company/Employer/Participant is found black-listed from receiving any WSG/SSG funding or is disqualified from receiving the Grant, the Company/Employer/Participant shall repay to e2i all amounts received under the Grant plus interest on the sum, such interest rate to be determined by e2i at which e2i is placing its funds with any bank. Such amount shall be repaid within 30 days of the date of a written demand made on the Company/Employer/Participant to do so.
16. Should the Company/Employer choose to withdraw the Programme from the Grant, it must write to e2i with its reasons for withdrawal and repay to e2i all amounts received under the Grant plus interest on the sum, if any, such interest rate to be determined by e2i at which e2i is placing its funds with any bank. A form of this letter, titled **Letter of Withdrawal**, can be found online at www.e2i.com.sg/businesses/grant-information.

Confidentiality

17. The terms and conditions of this Letter of Offer are confidential and the Company/Employer shall not release any details of this Letter of Offer without the prior written consent of e2i. All materials, including without limitation, collaterals, e2i's logo and intellectual property developed by e2i for the purposes of communicating the objectives and/or branding of e2i and its programmes is solely and absolutely owned by e2i and shall not be used without the prior written consent of e2i.

Limitations

18. This Letter of Offer constitutes the entire agreement between e2i and the Company/Employer in respect of the matters set out above and no other terms and conditions shall be included or implied. **Where the terms of this agreement and the proposal submitted by Company/Employer conflict, this agreement shall prevail.**
19. The contents of the Letter of Offer may be varied from time to time by prior mutual consent of e2i and the Company/Employer, and any variation thereof shall be recorded in a written addendum to the Letter of Offer on e2i's letterhead and signed by both parties, except where the variation arises due to a change in WSG's funding guidelines. For such exceptions, e2i and Company/Employer shall agree to vary the contents of the Letter of Offer as necessary so as to comply with WSG's requirements, and the latest requirements shall be found at www.e2i.com.sg.
20. All grants supported under this Letter of Offer, except those of which the grant is Capital in nature, are subjected to the provision of the Income Tax Act payable at the rate or rates specified for each year of assessment as stipulated by the Inland Revenue Authority of Singapore. For more information relating to the

taxability of grants, please refer to <www.e2i.com.sg/businesses/grant-information>.

21. This Letter of Offer shall be governed and construed in accordance with the laws of Singapore, including the ***Lifelong Learning Endowment Fund Act*** (Cap. 162), ***Skills Development Levy Act*** (Cap. 306) and ***Workforce Singapore Act*** (Cap. 305D). The parties agree to submit to the exclusive jurisdiction of the Singapore courts.
22. A person who is not a party of this Letter of Offer and its terms and conditions shall have no right under the ***Contracts (Right of Third Parties) Act*** (Cap. 53B of Singapore) to enforce any of its terms. In this regard, e2i does not warrant the quality of the courses conducted/selected by the Company/Employer. In the event that the Company/Employer stops providing the course(s) at any time for any reason, e2i shall not be liable to the participant for any reimbursement or any form or compensation in respect of course fees that the participant has already paid to the Company/Employer.
23. The Company/Employer shall not assign or transfer its rights, benefits or obligations arising under this Letter of Offer or part thereof without the prior written consent of e2i.
24. The Company/Employer agrees that it shall hold e2i harmless and indemnify e2i against all claims and damages arising of any act or default of the Company's directors, employees, agents or sub-contractors. In the event of any breach or non-compliance by the Company/Employer of this Letter of Offer, e2i will formally notify the Company/Employer of the incident and seek an official response, including but not limited to explanation or root cause analysis for non-compliance, remedial actions to rectify cases impacted by non-compliance, and steps taken to address the issue going ahead. The Company/Employer shall respond within 14 calendar days from date of notification, or such other period as permitted by e2i. Without prejudice to the aforesaid or to any right, remedy or recourse which e2i may have under this Letter of Offer or at law, e2i shall be entitled to require the Company/Employer to pay such liquidated damages to e2i at the sole and absolute discretion of e2i. For the avoidance of doubt, this clause 24 shall survive the expiry or termination of this [Letter of Offer / Service Agreement].

Notices

- 25.1 Any notice, demand or communication in connection with the Letter of Offer, the Programme or the Grant shall be in writing and may be delivered by hand, registered post or by e-mail, addressed to the recipient at its registered office or its address or email address as may be stated in the Letter of Offer (or such other address or email address as may be notified in writing to the other Party from time to time).

25.2 The notice, demand or communication shall be deemed to have been duly served:

- (a) if delivered by hand, when left at the proper address for service;
- (b) if given or made by registered post, 2 working days after being posted;
- (c) if given or made by email, at the time of transmission following receipt of the appropriate answerback or confirmation,

provided that, where in the case of delivery by hand or transmission by email, such delivery or transmission occurs either after 5.00 p.m. on a working day, or on a day other than a working day, service shall be deemed to occur at 9.00 a.m. on the next following working day.

Severability

26. In the event that any provision of this Letter of Offer or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Letter of Offer and its application to other persons shall not be affected thereby, and each remaining provision of this Letter of Offer shall continue to be valid and may be enforced to the fullest extent permitted by law.

Governing Law

27. This Letter of Offer shall be governed by and construed in accordance with the laws of the Republic of Singapore.

Dispute Resolution

28. The Parties agree to refer any disputes arising out of, or in connection with this Letter of Offer (including any disputes or questions regarding its existence, validity or termination) to arbitration in the Republic of Singapore in accordance with the Arbitration Rules of the SIAC for the time being in force which rules are deemed to be incorporated by reference into this provision. All arbitration proceedings shall be conducted wholly in English language. The arbitration tribunal shall consist of 1 arbitrator to be appointed by the SIAC in accordance with the SIAC Rules and the decision of the tribunal shall be final and binding. This clause 28 shall not preclude the making of any application to the court for injunctive relief to restrain any breach or potential breach of this Letter of Offer.