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REPUBLIC POLYTECHNIC

Terms and Conditions for RP CET courses

1. Personal Data and Privacy

1.1 Trainee hereby agrees that Republic Polytechnic ("**RP**") may collect, use, and disclose the trainee's personal information in accordance with the Public Sector (Governance) Act 2018 and RP's Privacy Policy as shown at https://www.rp.edu.sg/privacy-statement/. Without prejudice to the generality of RP's Privacy Policy, RP may collect, use, and disclose the trainee's personal information for the following purposes:

a. To facilitate the execution of activities by the Polytechnic in dispensing its duties in administrative matters and to monitor my academic progress

b. To facilitate grant claims with respect to course-related programs and funding

c. For statistical compilations and analysis

d. For communications such as e-mail, SMS, letters, and surveys

e. To ensure the safety and welfare of its staff/students, which will include judicious release of information to staff who are charged with monitoring and caring for students

f. For campus security purposes and/or to regulate student discipline or behaviour, including compliance with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities/law enforcement agencies

g. For publication in areas that is customary by educational institutions such as award of prizes

h. For marketing and promotional purposes related to RP's education and training services

i. For application and/or administration of funding for courses (if applicable) by respective funding agencies and organisations such as Skills and Workforce Development Agency ("**SWDA"**) for such purposes as it deems appropriate

j. Any other purposes beneficial to students and graduates

1.2 RP is committed to maintaining the confidentiality of the personal information and undertakes not to reveal applicant's information to any third parties outside of RP and its affiliates and related bodies other than, Government agencies and non-Government agencies authorised to carry out specific services, regulatory authorities, funding and funding-related agencies or organisations and/or data intermediaries authorised by RP and programme partners (including but not limited to, trainers, developers and respective exam agencies of the programmes) without prior consent of the applicant.

2. Registration, Admission and Course Prerequisites

2.1 All registrations are subject to RP's acceptance and confirmation. RP may reject or cancel a registration where eligibility, prerequisite, funding, payment, documentation or operational requirements are not met.

2.2 Trainee must meet the minimum literacy and/or numeracy standard to be able to follow through and complete the course if there are no other specific pre-requisites.

2.3 Trainee or the sponsoring company must select the correct and suitable language medium of the course (if applicable) during registration.

2.4 If a trainee has any form of health issue, learning disability and/or any disability that may impact the normal delivery and facilitation of the course or the trainee's engagement in the learning process during the course, he/she MUST declare (in writing) and inform RP accordingly before proceeding with registration.

3. Course Fees and Payment

3.1 Unless otherwise stated, all fees and charges are subjected to Goods and Services Tax (GST) at the prevailing rate, where applicable

3.1 Payment can be made as follows:

- Self-sponsored trainee: credit/debit card or PayNow is acceptable. For SWDA funded courses, SkillFuture credit or Post-Secondary Education Account ("**PSEA**") is also acceptable.
- Company sponsored trainee: corporate credit card, corporate PayNow, , or bank transfer is acceptable.

    - Course fees must be fully paid by the sponsoring company
    - The UEN provided must be the sponsoring employer who is (i) the direct employer of the trainee, and (ii) the party providing salary and other statutory benefits (such as CPF contribution, leave entitlement, etc). The UEN will be used to verify the employment status of the trainee as part of the grant disbursement process.

3.3 For funded programmes, funding eligibility (including without limitation course fee grant, absentee payroll, training allowance etc) is dependent on full and timely payment of the subsidised course fees. For self-sponsored trainees, course fees must be fully paid before the course commencement. In the event trainee is required to pay any remaining balance in cash due to insufficiency of funds in trainee's PSEA account(s) and/or unsuccessful application of SkillsFuture Credit Claim, invoices must be fully paid on demand to facilitate funding claim submission. For company sponsored trainees, course fees must be paid within the 30 day credit term. Otherwise, funding (if any) may not be available, and (subject to any funding restrictions), the trainee/company shall be liable to pay the full course fees (without any funding subsidy).

3.4 Trainee agrees to provide RP with all assistance and information which RP may require from time to time in connection with any payment transaction or any card or account used by the trainee in facilitating the payment transaction, including (but not limited to) for the purposes of complying with applicable laws and regulations, responding to any queries from any third-party service provider, assisting financial institutions to conduct credit checks or collect debts, or addressing or investigating any complaints, claims, disputes or fraudulent activities. In connection therewith, the trainee consents to and authorises RP and/or any third-party service provider to

collect, use or disclose the trainee's information to any other person for such purposes.

3.5 RP shall not be responsible or liable to the trainee for any failure, refusal, delay, inability to use or error by any third-party bank or payment service provider in connection with the trainee's payment transaction or any attempt by the trainee to effect a payment transaction.

3.6 Failure to make payment may result in the withholding of examination/assessment results and certification, RP reserves the right to withhold services to trainees who do not complete full payment of the programme.

4 Course Schedule, Class Size and Mode of Delivery

4.1 The course schedule is subject to confirmation and changes, RP reserves the rights to cancel, or re-schedule the class without prior notice

4.2 RP reserves the rights to determine the size of each class, and the rights to replace trainers for scheduled classes and ongoing classes.

4.3 RP reserves the rights to convert face-to-face classes to virtual classes or vice-versa, whether based on the guidelines issued by the relevant authorities or otherwise. Should such an event occur prior to the start of course, trainee will be given an option to withdraw from the class without any penalty.

4.4 RP reserves the rights to determine the format of the course materials (e.g. hardcopy or electronic copy) to be provided. Any special request for a particular format or for a change of format or for a copy of the materials in the alternate format shall be subject to RP's approval at its sole discretion.

4.5 Trainee is to arrange his/her own laptop, desktop or other equipment, which meets the required hardware and software requirements, for the selected course and its mode of delivery. RP will not be able to arrange or loan equipment to Trainee.

4.6 All content, information, data and/or materials made available to Trainee in connection with a course ("**Course Materials**") are for individual educational use only, and Trainee shall not, without RP's prior written consent, modify, reproduce, copy, upload, scan, publish, translate or distribute (electronically or otherwise) any Course Materials. This includes, without limitation, any learner's guide, course syllabus and curriculum and course assessment questions and course assignments.

5 Funded Courses

5.1 Trainees attending courses funded by SWDA must take their attendance digitally via the Singpass App for both physical classroom, synchronous and asynchronous e-learning courses.

5.2 If a sponsoring company wishes to apply for Absentee Payroll subsidies, the company must submit Absentee Payroll Declaration with the required information in the Enterprise Portal for Jobs and Skills (EPJS) upon receiving notification from SWDA.

5.3 Subjected to eligibility in Clause 6, if a trainee does not meet minimum attendance requirement (if any), excluding diploma courses and Skills Based Modular Courses ("**SBMC"**), he/she can choose to retake those classes on a separate date. All retake classes must be completed **within 60 calendar days** from the end date of the initial course or module that such trainee was enrolled in.

5.4 In the event a trainee fails to meet any of the funding requirements set out under the relevant funding scheme, thereby resulting in the funding claim application being rejected by the respective funding agency, RP shall, subject to any funding restrictions, be entitled to claim from the trainee the balance of the course fee (being such amount equivalent to the funding subsidy amount that was not granted by the respective funding agency). A funding claim application may, amongst other reasons, be rejected in the following scenarios:

a. Trainee was previously granted funding subsidy for the same course (either with RP or with other training provider(s)).
b. Trainee fails to achieve the minimum attendance rate required for the course (where applicable).
c. Trainee fails to sit for the required examination/ assessment (where applicable).
d. Trainee fails to obtain a passing grade for the required examination/assessment (where applicable).
e. Payment of subsidised course fees was not received within the stipulated time period.

5.5 Nothing in these terms and conditions shall constitute a commitment or guarantee by RP that the Trainee would be eligible for any funding subsidies or grants, and/or impose an obligation on RP to secure, obtain or apply for all applicable or relevant funding subsidies or grants for the Trainee.

6 Absenteeism and Request of Deferment / Transfer / Replacement / Withdrawal of Course

6.1 A trainee may request for a make-up class if the following conditions are met:

a. Trainee was absent due to (a) an illness/hospitalisation (as verified by a medical doctor), (b) mandatory court appearance, or (c) death of immediate family members (i.e. parents, parents-in-law, siblings, spouse and/or children) reasonably (collectively, "**Valid Reasons**");

b. Trainee furnishes all supporting documentary evidence as required by RP;

6.2 RP does not guarantee that all requests for a make-up class would be successful. RP would use reasonable efforts to arrange for make-up classes where possible. However, the availability of make-up classes is at RP's sole and absolute discretion and is subject to the availability of resources.

6.3 For deferment, transfer or withdrawal of a confirmed place in a course, a written request (including relevant supporting documents) must be submitted and received by RP **at least 2 weeks** before commencement of the course.

6.4 For Diploma courses and SBMCs, please refer to the CET student handbook provided during admission for the prevailing policy on deferment and withdrawal.

6.5 All requests will be subject to RP's approval.

7 Refund and Cancellation Policy

7.1 Where a course run is cancelled by RP for any reason whatsoever, RP shall notify the trainees accordingly. All invoices will be invalidated and a refund will be issued for the course fee paid. For the avoidance of doubt, the foregoing shall not apply where a particular class within a course run is postponed or rescheduled to a different date. Any withdrawal by the trainee from the Course for any reason other than the cancellation of a course run by RP shall be in accordance with Clause 7.2 below.

7.2 Save as set out in Clause 7.1 above, in the event where a trainee withdraws from a course for any reason, all refunds for fees paid shall be subject to the refund policy below:

Receipt of Withdrawal Notice within STEP portal	Refund Amount
Withdrawal request is received more than or equal to 14 days before course commencement	100% of course fees (less any applicable administrative fee)
Withdrawal request is received less than 14 days before course commencement	50% of course fees
Withdrawal request is received on or after course commencement	0% of course fees (No refund)

7.3 Save as set out under Clause 7.1 and 7.2 above, RP will not make any refunds and/or allow any exchanges in respect of any and all RP courses, unless otherwise approved by RP at its sole discretion.

7.4 All refund amounts are exclusive of any applicable bank administrative charges and RP administrative fees, which shall be borne by the trainee.

7.5 Upon receipt of withdrawal notice within STEP portal, all refunds will be processed automatically, provided that the trainee has linked their PayNow registration to their NRIC. For trainees that withdraw from the course due to valid reasons indicated in Clause 6.1, please submit your supporting documents via link provided within admin note issued to all course participants if you would like to appeal for a 100% refund of course fees.

7.6 All requests for refund/supporting documents must be submitted within five (5) days from the course commencement date, failing which the trainee shall not be entitled to receive a refund.

7.7 All requests for refund must be made directly to RP and not to any third party, including (but not limited to) any third-party bank or payment service provider.

7.8 Notwithstanding anything to the contrary herein, all requests for refund are subject to RP's approval and the trainee's timely submission of the refund application with all supporting information and documents. While RP will consider the trainee's request for refund, RP shall have the sole and absolute discretion to decide whether to approve the refund application. RP reserves the right to reject any request for refund in full or in part without assigning

any reason for the rejection. RP's decision will be final and no appeals will be entertained.

7.9 Any request for refund that is not in line with RP's refund policy is liable to be rejected. For the avoidance of doubt, trainee shall remain liable for all unpaid course fees.

8 Synchronous sessions (sessions conducted online)

8.1 Trainee must ensure that his/her laptop/desktop or equipment is equipped with webcam and meet the required specifications.

8.2 Trainee must set up his/her login/display name to be the same as the full name as indicated in his/her identity card, identification document or passport.

8.3 Trainee must turn on his/her webcam to show real-time video of his/her participation throughout the entire course and shall ensure that his/her entire face is fully visible at all times.

8.4 Trainee must not use a profile picture or pre-recorded video to meet the attendance requirements.

8.5 Trainees are not entitled to any video recording of the session and any requests for such video recording shall be rejected by RP unless, in RP's opinion, the request is supported by a valid justification. In the event the trainee's request is approved by RP, trainee shall be responsible for all related costs and expenses (including without limitation the costs for redacting away the images of other participants).

9 Course Evaluation and Survey

9.1 RP Course evaluation will be conducted on the last day of the course.

9.2 SSG Training Quality and Outcomes Measurement survey (TRAQOM) will be conducted upon completion of the SSG course. Trainee must provide his/her personal email address and phone number for these surveys. An email invitation will be sent to the trainee with a hyperlink to access the respective TRAQOM (i) on the last day of the course, and (ii) **at least 6 months** after the course end date.

9.3 For selected courses, the first survey will be conducted **3 months** after course completion. Next survey will be conducted **6 months** after course completion.

9.4 As part of RP's quality improvement measures, service follow-up surveys may also be conducted after a reasonable interval upon course completion.

10 Exam and Assessment

10.1 For courses that require examination(s) and/or assessment(s), the trainee must be punctual on the day of examination/assessment. Latecomers will be barred from taking the examination/assessment.

10.2 All trainees must comply with the applicable examination or assessment rules and regulations. Any trainee found cheating will be barred from the examination or assessment, and RP reserves the rights to take necessary actions.

10.3 If the trainee fails the examination or assessment and wishes to appeal against the examination or assessment grade, he/she should submit the relevant appeal form and make necessary payment before the applicable appeal submission deadline.

11 External Certification Examination

11.1 Course fee is not inclusive of external certification examination fee, unless otherwise it is stated in the course information.

11.2 Selected courses come bundled with complimentary certification examination voucher. Trainee must achieve minimum attendance requirement and pass the in-class assessment, in order to be eligible for the complimentary examination voucher.

11.3 If a trainee fails the certification examination in the first attempt, the cost of subsequent exam attempts is borne by him/her.

11.4 If the trainee requests to reschedule external certification examination date, an administrative fee will be charged for each change request.

11.5 RP will not provide extension to expired examination vouchers or replace expired voucher with a new voucher.

11.6 If the certification provider discontinues the certification examination, RP will not replace the discontinued examination with an alternative examination voucher.

12 RP Certificate of Completion (COC), WSQ Electronic Certificate (e-Cert), Diploma certificates and transcripts

12.1 RP will only issue certifications for certain courses as RP may determine in its sole discretion. For courses that come with RP Certificate of Completion

and/or WSQ e-Cert, RP will issue such certificate(s) to trainees who meet the relevant certification requirements (e.g. trainee satisfies the minimum attendance requirement and/or passes the required examination/assessment).

12.2 For Diploma programmes, OpenCerts certificates and transcripts will be issued to the trainees' Careers & Skills Passport.

13 Courses involving the use of Artificial Intelligence ("AI") tools & applications

13.1 Trainee acknowledges that any AI tools, platform, or licenses provided by RP as part of a course are for student use and made available for teaching and learning purposes only.

13.2 Trainee will be personally responsible for any AI applications that are designed, developed, or deployed, including those inspired by, adapted from, or discussed as examples in class.

13.3 No representation shall be made, nor any implication given, that any AI application developed or deployed by the trainee is associated with, endorsed by, or officially supported by RP, unless expressly authorised by RP.

13.4 Trainee will comply with all applicable laws (including, without limitation data protection obligations) and third-party terms, policies and requirements when using AI tools and applications.

13.5 Trainee further undertakes to fully indemnify and hold RP and its directors, officers, agents, representatives, employees and contractors harmless from and against any and all damages, losses, liabilities, claims, disputes, judgments, settlements, costs and expenses of any nature whatsoever (including fees and disbursements of attorneys, accountants and other professional advisors) resulting from or arising out of the trainee's unauthorised use of the provided AI tools and applications. The trainee further undertakes not to bring a claim against RP for any damages, losses, liabilities and/or causes of action resulting from or arising out of such unauthorised use.

14 Conduct and Behaviour

14.1 All trainees are expected to conduct themselves in accordance with RP's values and applicable policies when attending any course delivered or conducted by or for and on behalf of RP. Amongst other, a trainee shall not engage in inappropriate language or conduct whilst attending such a course, whether such language or conduct is directed towards RP's employees or representatives, fellow Trainees or otherwise

14.2 A trainee may be excluded from, and/or asked to leave, the relevant class or course without any refund of the course fees if, in the sole opinion of RP, the trainee's conduct or behaviour has been inappropriate. In all cases concerning the appropriateness of a trainee's conduct or behaviour, the decision of RP shall be final.

14.3 All trainees shall use the training materials and/or Courseware ("**RP's Materials**") received in connection with any course solely for personal, non-commercial self-use purposes. All trainees shall not (and shall not permit any other person) to do any of the following with respect to any RP's Materials:

a. license, sub-license, sell, transfer, reproduce, augment, distribute, display, transmit or otherwise make any of such RP's Materials available for access by any other third parties, including any derivative works of RP's Materials, in any form or by any means, electronic or mechanical, including without limitation photocopying, recording, storing in an information and/or retrieval system;

b. broadcast, transmit, publish, post or otherwise display in any public forum or on any website, platforms or systems any part of the RP's Materials;

c. use or access RP's Materials for the purpose of developing products or services competitive with RP and/or its licensors;

d. digitise, disassemble, decompile or reverse engineer any part of the RP's Materials for any reason;

e. alter, translate, copy, create derivative works or adaptions of, or otherwise modify any part of RP's Materials;

f. test with, ingest, use or incorporate (in whole or in part) any part of RP's Materials into any generative artificial intelligence (AI) tool or technology;

g. remove or modify any copyright or other proprietary rights notice in RP's Materials; and

h. use RP's Materials in any manner which violates any applicable law or regulation.

15 Intellectual Property

15.1 All trainees shall not acquire any right or interest in any and all RP Intellectual Property and all such RP Intellectual Property shall remain at all times with RP or its licensor(s), as the case may be.

15.2 All trainees shall not (i) use, copy, modify, reproduce or distribute any RP Intellectual Property or permit any person to use, copy, modify, reproduce or distribute any RP Intellectual Property, or (ii) recompile, reverse engineer or disseminate, or permit any person to recompile, reverse engineer or disseminate, any RP Intellectual Property, except to such extent as is necessary for the trainees to gain the benefit of the RP courses.

15.3 Each trainee acknowledges and agrees that RP does not warrant the nature or content of any materials which the Trainee may gain access to, obtain or use as a result of or by means of or in the course of utilising any RP course. In particular, RP does not warrant that such materials will not infringe any person's rights (including Intellectual Property Rights) or contain any viruses, worms, trojan horses or other malicious code.

15.4 Any end user licensed software from a third-party licensor used or accessed by the trainee for the use of any RP course shall be governed by the terms of the respective EUT which shall constitute the trainee's sole and exclusive remedy in respect of such end user licensed software.

15.5 Each trainee acknowledges and agrees that portions or segments of the Courseware (including without limitation the specific framework, design and/or structure of individual topics or modules) constitute or contain Intellectual Property Rights of RP or its licensors.

15.6 For the purposes of these terms and conditions,

a. **"Courseware"** means all materials, content, information and other output in respect of any course offered or provided by RP from time to time, whether electronic, documentary, tangible or intangible, including (without limitation), the course curriculum, course content, training materials, test questions, learner's guide and other courseware provided by RP;

b. **"EUT"** means any end user terms, including any end user licence agreement;

c. **"Intellectual Property Rights"** means, on a world-wide basis, any and all now known or hereafter known tangible and intangible patents, rights to inventions, copyright and related rights, trademarks, trade

names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), any other rights associated with works of authorship, designs, algorithms and industrial property rights, and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and

d. **"RP Intellectual Property"** means all Intellectual Property Rights subsisting in any course offered or provided by RP (including without limitation any Courseware, documents, materials, information and other deliverables in connection therewith) and/or which are owned by or licensed to RP.

16 Warranty Disclaimer

THE COURSES, SERVICES AND ANY OTHER PRODUCTS AND DELIVERABLES PROVIDED BY RP ARE PROVIDED "AS IS," AND "AS AVAILABLE", EXCLUSIVE OF ANY WARRANTY WHATSOEVER. RP HEREBY DISCLAIMS (FOR ITSELF AND ITS LICENSORS) ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, QUIET ENJOYMENT, INTEGRATION, TITLE OR NON-INFRINGEMENT, (B) THAT THE COURSES, SERVICES AND/OR ANY OTHER PRODUCTS AND DELIVERABLES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS AND (C) THAT ANY CONTENT OR DATA PROVIDED IN CONNECTION WITH THE COURSES AND SERVICES WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. RP DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.