

Terms and Conditions
Governing EduTrust Certification Scheme
(version 3.1)

1. Definitions

- 1.1. "We, us, our" means the Committee for Private Education (CPE).
- 1.2. "You, your" means the Private Education Institution (PEI) which is registered with us.
- 1.3. "Application" means the application submitted by you to be certified under the EduTrust Certification Scheme (Scheme).
- 1.4. "Assessment" means the assessment by us on how well the PEI has met the Requirements.
- 1.5. "Award" means the award you have achieved based on your performance in meeting the Requirements. The Award possible includes the EduTrust Star, the EduTrust and the EduTrust Provisional.
- 1.6. "EduTrust Mark" means the logotypes for the various Award types.
- 1.7. "Management Representative" or "MR" means the person in the PEI who is responsible for ensuring the effective implementation of the Requirements. The MR shall be a member of your management team.
- 1.8. "Pre-requisites" means the conditions which you must satisfy and maintain in order to apply for, be awarded or maintain the Award.
- 1.9. "Requirements" means the requirements set out by us for the purpose of being certified.

2. Introduction

- 2.1. This document covers the terms and conditions governing the EduTrust Certification Scheme based on the Requirements which you must meet at all times.

2.2. You agree to:

- a) Comply with these terms and conditions and the requirements/guidelines in the EduTrust Guidance Document, the Fee Protection Scheme Instruction Manual, the EduTrust Style Guide and the documents related to the Scheme that are issued by us from time to time.
- b) Provide true, accurate and complete information.
- c) Bear all expenses related to your compliance with these terms and conditions and to meet the Requirements.

3. Application

3.1. The following conditions must be met to process your Application:

- a) Pre-requisites:
 - i) You have at least a four-year registration period under the Enhanced Registration Framework.
 - ii) You have implemented the Fee Protection Scheme.
- b) You have nominated a MR.
- c) You have submitted all required documents in the format and within the timeline set by us.
- d) You have made full payment of the fees determined by us.
- e) You are required to attend a pre-assessment meeting and/or workshop with us if you are submitting the Application for the first time or after voluntary withdrawal, suspension or termination from the Scheme.

- f) We have the right to reject or not process your Application if you fail to meet the above conditions without valid reasons.

- g) Ensure that the assessors are not subject to any form of intimidation, harassment, threats, verbal or physical abuse, undue interference or unreasonable conduct.

4. Assessment

4.1. The Assessment will be made by a team of assessors and will include assessment work done on-site at your premises. We have the right to determine the on-site date(s), team composition and assessment proceedings.

4.2. It is your responsibility to:

- a) Provide relevant and supporting documents, including those requested by the assessment team, to demonstrate that you have implemented and fulfilled the Requirements;
- b) Allow the assessors to enter your premises to carry out the assessment work, which includes gathering evidence via photocopies of documents, photographs, videos or any other format, during the hours as agreed between you and us;
- c) Cooperate with the assessors in the assessment work which includes agreeing with our selection of interview candidates and/or with our arrangement for clarification with you;
- d) Ensure that you do not take photographs or make recording of any form of the assessment work that may take place in any part of your premises;
- e) Exclude your external student recruitment agents, legal representatives, consultants and any other personnel from the assessment work unless otherwise specified by us;
- f) Implement necessary measures to ensure the safety of the assessors during the course of assessment work on-site; and

4.3 We have the right to terminate the Assessment at any time if you fail to comply with any of the above conditions, or if you are for any other reasons deemed unfit by us to be assessed.

5. Conditions of Award

- 5.1. Your Award is not transferrable.
- 5.2. Your Award is valid only for the period stated and may be renewed upon its expiry subject to you undergoing an Assessment.
- 5.3. We have the right to amend the validity period of your Award at any time.
- 5.4. You must return to us any certificate issued under the Scheme within seven working days from expiry, voluntary withdrawal, termination or receipt of a new certificate.
- 5.5. We may, at our discretion, publish your assessment performance and practices on our website, or any other platform(s) that we deem appropriate.
- 5.6. You agree to share your good practices with us and other PEIs when requested.
- 5.7. If you are awarded the EduTrust Star or the EduTrust, you will be subject to an interim assessment as we may require from time to time.
- 5.8. We have the right to direct you to apply for a full/partial/ad-hoc assessment or bring forward any assessment for renewal of your Award or conduct surprise checks to ensure that you are in compliance with the Requirements and these terms and conditions, including if your Award were suspended or if you were given a written warning by us.

- 5.9. You agree to:
- a) Submit Fee Protection Scheme data in the format and timeline determined by us;
 - b) Submit any other relevant information and document requested by us on an ad-hoc basis within three working days of our request; and
 - c) Notify us when you change your MR.
- 5.10. EduTrust Mark:
- a) You will be entitled to use the EduTrust Mark according to the guidelines as stipulated by us during the validity period of your Award.
 - b) You may use the EduTrust Mark on your marketing collaterals.
 - c) You are not allowed to use the EduTrust Mark in any form or make any reference to your Award in your overseas branch(es), if any, or to state or imply, in any form, that your courses are accredited, or endorsed by us.
 - d) You must stop using the EduTrust Mark immediately upon the expiry, voluntary withdrawal, suspension, termination of your Award.
 - e) In addition to any of the penalties stated in these terms and conditions, we have the right to take civil and/or criminal action against any person or party who misuses or misrepresents the EduTrust Mark in any way.
- 5.11. Voluntary withdrawal:
- a) You may withdraw your Application or from the Scheme at any time with a written notice to us, but not later than fourteen working days before the end of validity period of your Award, if you wish to voluntarily withdraw.
 - b) You will be considered as having voluntarily withdrawn from the EduTrust Certification Scheme if you do not apply for renewal of your Award.
- 5.12. Fees:
- a) You must pay the fees according to the fee structure and payment mode determined by us.
 - b) We will not grant you the Award for which you have not paid the required fees.
 - c) We will not be able to refund the fees that had been paid to us.
- 5.13. We may, at our discretion, not inform you of your assessment performance in the event that you are not granted any Award.
- 6. Review**
- 6.1. You may request for a review of the assessment results, taking note that:
- a) The request must be made in accordance to the grounds and procedures for review as stipulated by us; and
 - b) The review does not have any bearing on the conditions mentioned in Clause 5 of this document.
- 7. Termination, Suspension, Debarment, Warning**
- 7.1. We will terminate, or suspend your Award for up to six months, and/or give you a written warning during your Award validity period, and/or change your Award type, if you:
- a) Contravene or fail to comply with any of the provisions of the Private Education Act and Private Education Regulations;
 - b) Fail to maintain any of the Pre-requisites;

- c) Fail to maintain the level of performance expected of your Award;
- d) Fail to comply with any of these terms and conditions;
- e) Provide and/or declare false or inaccurate information to us;
- f) Contravene any laws or regulations of Singapore; and/or
- g) Are for any other reason deemed unfit by us for you to continue with the Application or to hold on to the Award.

7.2. If your Award is suspended, your Award may be reinstated to the same or different Award type depending on the results of any assessment and/or you keeping to conditions that we may impose after the suspension.

7.3. As soon as you are notified that your Award is suspended or terminated, you must immediately inform all stakeholders, including your students, academic partners and student recruitment agents of your status.

7.4. We will publish any termination, suspension, debarment or warning in any publication which we deem fit.

8. Waiver from EduTrust Requirements

8.1. For Requirements which are not applicable to you, you are to either declare or request for waiver in the format and timeline as determined by us.

8.2. We have the right to review and rescind the waiver granted to you under Clause 8.1 at any time.

8.3. You must inform us immediately if any of the waivers granted or any Requirements which you have declared to be not applicable is no longer valid. We can direct you to apply for a full/partial/ad-hoc assessment to ascertain whether you meet the Requirement(s) for

which the waiver or declaration is no longer valid, result of which may lead to a change of your Award type.

9. Varying Terms & Conditions

9.1. Our interpretation of these terms and conditions will take precedence over any other interpretation.

9.2. We have the right to amend, vary, modify, supplement and/or replace these terms and conditions at our discretion at any time.

9.3. We have the right to add, remove, change and rename the documents related to the Scheme that are issued and published by us at any time.

10. Confidentiality

10.1. We will treat information provided by you as confidential. However, we reserve the right to share relevant information gathered with any Singapore Government agencies that we deem relevant.

10.2. We will not be liable for any damages or losses suffered by the PEI as a result of any disclosure of information by us other than due to wilful default or gross negligence on our part.

11. Governing Law

11.1. These terms and conditions are governed by the laws of Singapore.

11.2. Our right to take action against you, in particular for misrepresentation, shall be without any prejudice to any civil or other remedy that a student may have against you. The limitation periods for civil action under the Consumer Protection (Fair Trading) Act shall not apply to our rights to take such disciplinary action against you, nor shall a civil judgement or other penalty be a pre-requisite for us to investigate and take action against you in

respect of complaints from students or other stakeholders.

12. Indemnity & Liability

- 12.1. You agree to indemnify us against all losses and expenses suffered by us including but not limited to all claims by any third parties against us arising from your participation in the Scheme.
- 12.2. We will not be liable for any losses, damages or expenses that you may suffer due to your participation in the Scheme.

13. Taxes

- 13.1. You agree to pay or indemnify us for all taxes that are due and meet all government and legal requirements relating to those taxes arising from your participation in the Scheme.