

Building and Construction Authority (BCA)

Construction Productivity and Capability Fund (CPCF)

TERMS AND CONDITIONS FOR THE DISBURSEMENT OF FUNDS UNDER THE WORKFORCE TRAINING AND UPGRADING (WTU) SCHEME

1. Definitions

Unless the context otherwise requires, the following words and phrases shall bear the respective meanings assigned to them:-

- (a) "WTU Scheme" means the Workforce Training and Upgrading Scheme as described at www.bca.gov.sg/Workforce/wtu.html;
- (b) "Approved Courses" and "Assessments" shall respectively refer to the courses and skills assessments stated from time to time at www.bca.gov.sg/Workforce/wtu.html which forms the subject matter of the application or Claim by the Applicants, and which are named accordingly in the Applicants' Application Forms and Claim Forms;
- (c) "Training Assistance" shall refer to the monies to be disbursed by BCA from the CPCF pursuant to the terms herein by reason of the Applicant's application and Claim to defray the costs of the Applicant's training of its employees by way of the Approved Courses or Assessments;
- (d) "Applicants" shall refer to the employers who apply for Training Assistance under the WTU Scheme pursuant to the terms herein. The employers' submission of the Application Forms shall be conclusive of their status as Applicants for the purposes herein;
- (e) "Training Provider" shall refer to any of the entities listed from time to time at www.bca.gov.sg/Workforce/wtu.html;
- (f) "Participants" shall refer to the employees of Applicants whom the Applicants intend to attend the Approved Courses or Assessments. "Local Participants" shall refer to Participants who are Singapore Citizens or Singapore Permanent Residents, and "Foreign Participants" shall refer to Participants who are neither Singapore Citizens nor Singapore Permanent Residents;
- (g) "Application Form" shall refer to the application form annexed hereto and marked "Form A";
- (h) "Claim Form B" shall refer to the claim form annexed hereto and marked "Form B";
- (i) "Claim Form C" shall refer to the claim form annexed hereto and marked "Form C";
- (j) "Claims" shall refer to the claims by Applicants for Training Assistance pursuant to the terms herein.

Words importing the singular also include the plural and vice-versa where the context requires.

2. Eligibility Criteria

The following criteria must be met at the time of submission of Application Forms and, in so far as the context permits, continue to be met until the disbursement of Training Assistance:-

- (a) Only businesses or companies registered in Singapore may apply and claim for Training Assistance.
- (b) Businesses or companies who have previously received or applied for the assistance under any other government financial schemes for the purposes of defraying, in part or in whole, the costs of Participants' attendance of the Approved Courses or Assessments may not apply or claim for Training Assistance in so far as its current application relates to the same Participants' attendance at the same Approved Courses or Assessments.
- (c) A business or company who has previously received Training Assistance may not apply for Training Assistance in so far as its current application relates to the same Participants' attendance at any of the Approved Courses or Assessments.
- (d) A business or company who has an existing outstanding application for Training Assistance may not apply for Training Assistance in so far as the intended application relates to the same Participants' attendance at any of the Approved Courses or Assessments. Any statement by BCA that a business or company has an existing outstanding application shall be conclusive.

- (e) Participants must be the direct employees of the Applicant under its payroll.
- (f) Participants must either have received CoreTrade Acknowledgement Notices stating that they may proceed to register for CoreTrade skills assessments or meet the course entry requirements for the Approved Courses as imposed by the respective Training Providers from time to time.
- (g) The Applicant must have duly completed and submitted the Application Form (along with the necessary accompanying documents as stated therein) at least one (1) working day before the start of the Approved Courses or Assessments.
- (h) Foreign Participants must have at least four years of construction experience in Singapore based on employment records retrieved from www.wponline.mom.gov.sg relating to "Work Permit Online" at the Ministry of Manpower's website.

3. Conditions for Disbursing Training Assistance

BCA shall disburse the Training Assistance if and when all of the following conditions or obligations are met:-

(a) Local Participants must have:-

- (i) achieved at least 75% attendance rate for the Approved Courses and sat for all the examinations for the Approved Courses (whether or not such examinations are Assessments); or
- (ii) sat for the Assessments,

while Foreign Participants must have:-

- (iii) achieved at least 75% attendance rate for the Approved Courses and sat for and passed all the examinations for the Approved Courses (whether or not such examinations are Assessments); or
- (iv) sat for and passed the Assessments.

The Participants' attendance rates, and sittings for and passing of examinations and Assessments are to be verified based on the examination / Assessment result slips and attendance records for the Approved Courses, examinations for the Approved Courses, or Assessments.

- (b) Claims shall be submitted only after the Participants' completion of the Approved Courses or Assessments and the release of examination or Assessment results, and within ninety (90) days of the release of examination or Assessment results, failing which, the Applicants shall not be entitled to any Training Assistance.
- (c) Claims must be made by way of Claim Form B in respect of Foreign Participants and Claim Form C in respect of Local Participants.
- (d) All information provided in the Application Forms and Claim Forms must be complete and fully accurate.
- (e) Application Forms and Claim Forms must be submitted along with the necessary accompanying documents stated in therein.
- (f) Applicants shall immediately provide, or must have provided, to BCA's satisfaction any clarification or information requested by it regarding the contents of the Application Forms, Claim Forms or their accompanying documents. Applicants shall further permit BCA and its officers access to their places of operation or business, and to inspect and make copies of their documents, papers or records as may be required by BCA for the purposes of verifying the contents of Application Forms or Claim Forms submitted by them. Applicants shall, forthwith upon request by BCA, provide BCA with such documents as may be deemed necessary by BCA for the purposes of verifying the contents of Application Forms or Claim Forms submitted by them.
- (g) Applicants shall not, in any manner and at any time, require the Participants to bear the costs of the Approved Courses and Assessments whether in part or in whole. Without limiting the generality of the aforesaid, Applicants shall not, under any circumstance, deduct from the Participants' salaries the costs of the Approved Courses and Assessments. Applicants shall remain solely liable to the Training Provider for the costs of the Approved Courses and Assessments whether or not their claims for Training Assistance are successful.
- (h) The abovementioned Eligibility Criteria must, in so far as the context permits, have been met on a continuing basis from the time of application until the time of Claim.

4. Mode of Disbursement and Amount of Training Assistance to be Disbursed

- (a) Subject to fulfillment of the abovementioned Eligibility Criteria, conditions and obligations, BCA shall disburse the Training Assistance the amount of which shall be equivalent to:-
 - (i) 80% of the Approved Course or Assessment fees, exclusive of GST, charged by the Training Provider in respect of each Participant; or
 - (ii) the applicable maximum amount set out at in the document annexed hereto and titled "Maximum Amounts Claimable", whichever is lower. For the avoidance of doubt, GST payable shall be borne by the Applicants and shall not be claimable.
- (b) In cases of Claims which relate to Local Participants, BCA shall pay the Training Assistance directly to the Training Providers instead of the Applicants. In completing and submitting the Application Forms, the Applicants shall be taken to have irrevocably authorized and instructed the Training Providers named therein to:-
 - (i) enrol the Participants for the Approved Courses or Assessments.
 - (ii) complete and submit Claim Forms, and receive Training Assistance on the Applicants' behalf.
- (c) In cases of Claims which relate to Foreign Participants, BCA shall pay the Training Assistance to the Applicants. In completing and submitting the Application Forms, the Applicants shall be taken to have irrevocably authorized and instructed the Training Providers named therein to enrol the Participants for the Approved Courses or Assessments.

5. Miscellaneous

- (a) If, after the disbursement of the Training Assistance, any of the contents of the Application Forms, Claim Forms or their accompanying documents, or any of the information submitted by or on behalf of the Applicants, are found to be inaccurate, BCA shall be entitled to recover from the Applicants all monies disbursed, regardless of whether such monies were paid to the Training Providers or to the Applicants directly. BCA may however assign, without the Applicant's consent, the said entitlement to recover to any third party it chooses, including the Training Provider to whom the Training Assistance was paid. BCA may however assign, without the Applicant's consent, the said entitlement to recover to any third party it chooses, including the Training Provider to whom the Training Assistance was paid.
- (b) If, prior to the disbursement of Training Assistance, the Applicant breaches or acts in a manner contrary to paragraph 3(g) above, the Applicants' application and / or Claim shall be deemed terminated and the Applicant shall not be entitled to any Training Assistance. If, after the disbursement of Training Assistance, the Applicant breaches or acts in a manner contrary to paragraph 3(g) above, BCA shall be entitled to recover from the Applicants all monies disbursed, regardless of whether such monies were paid to the Training Providers or to the Applicants directly.
- (c) No failure or delay on the part of BCA in exercising right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right hereunder.
- (d) BCA shall be entitled to reject any application or Claim which does not comply with the terms set out herein, on any ground expressly set out herein, or for the reason that the CPCF has been exhausted. Any statement by BCA that the CPCF has been exhausted shall be conclusive.
- (e) The terms set out herein may be modified, amended or added to at the sole discretion of BCA.
- (f) Any entitlement of the Applicant to Training Assistance shall not be assigned or pledged to any other party, nor shall any other party be subrogated to the position of the Applicant for the purposes herein.