

# **EDUTRUST CERTIFICATION SCHEME**

## **TERMS AND CONDITIONS**

# EduTrust Terms and Conditions

## 1. General

- 1.1 The EduTrust Certification Scheme (hereinafter known as “EduTrust”) is administered and governed by the Council for Private Education (hereinafter known as the “Council”) to give recognition to private education institutions (“PEIs”) which have successfully met the requirements under EduTrust.
- 1.2 The Council functions independently as the regulatory authority of the private education industry in Singapore and is responsible for all decisions under EduTrust. The Council’s aims are to raise the standards of the industry, and to take such initiatives and steps to develop and promote the industry.

## 2. Scope

- 2.1 This document is applicable to all PEIs registered under the Private Education Act and private schools under the Education Act seeking certification under EduTrust. Participation in EduTrust is voluntary. All participating and EduTrust-certified PEIs must comply strictly with the Terms and Conditions governing EduTrust at all times.
- 2.2 The Terms and Conditions should be read in conjunction with the application documents including EduTrust Certification Handbook, EduTrust Guidance Document, Standard PEI-Student Contract, Fee Protection Scheme Instruction Manual, Fee Structure, EduTrust Mark Style Guide and procedures relating to EduTrust application and award, and such other documents as the Council may issue from time to time. The guidelines contained therein shall be deemed part of these Terms and Conditions. These Terms and Conditions may further be amended, varied or modified by the Council at its sole discretion from time to time, and will be made available on the Council’s official website.

## 3. Application for Issue or Renewal of EduTrust Certificate

- 3.1 PEIs shall apply for the issue or renewal of EduTrust certificate through the Online Business Licensing Services (OBLS). All relevant and supporting documents must be submitted in hardcopy and softcopy within thirty days from the date of online application and be sent to:

Council for Private Education  
SPRING Singapore Building  
2 Bukit Merah Central #05-00  
Singapore 159835

- 3.2 An application for the issue or renewal of a certificate shall be made to the Council in such form as the Council may require.

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- 3.3 Separate EduTrust applications shall be submitted for different schools registered under the Enhance Registration Framework.
- 3.4 By submitting the application, the PEI undertakes to comply with the Terms and Conditions herein, and warrants that all information contained in the application form and/or supporting documents are true, accurate and complete.
- 3.5 Every application for the renewal of a certificate, including the submission of necessary documents to the Council, shall be made to the Council before the expiry of the period for which the certificate was issued or previously renewed, as the case may be.
- 3.6 The Council reserves all rights not to process any application if any information provided by the PEI is deemed by the Council to be misrepresented, false, misleading, inaccurate, insufficient or on such other grounds whatsoever as the Council in its absolute discretion deems fit.
- 3.7 Any PEI which has its certificate suspended or terminated shall not apply for reinstatement of award or issue of new award respectively until the completion of the suspension or termination period.
- 3.8 Any PEI which is not awarded EduTrust certification shall only re-submit new application through the OBLs three months after the date of notification for non-award.
- 3.9 The Council reserves all rights to accept or reject any application without providing the PEI with any explanation.
- 3.10 The PEI shall nominate a Management Representative (MR) to liaise with the Council on all matters relating to EduTrust. The PEI shall also keep the Council informed in writing of any changes to the MR.

### **4. Assessment**

- 4.1 PEIs which submit application for issue of new or renewal of EduTrust certificate are required to undergo EduTrust assessment and make reference to the EduTrust Guidance Document which specifies the EduTrust requirements under each of the six criteria. The assessment for new or renewal applications received comprises the following two components:
  - a) Desktop assessment – An evaluation of application and submitted supporting documents.
  - b) Site assessment – A visit to the PEI's premise(s) by assessors appointed by the Council for the purpose of assessing effective implementation of EduTrust certification requirements.

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- 4.2 The Council reserves the right to direct a PEI to apply for ad-hoc assessment or bring forward any renewal or similar assessments. The Council shall at its absolute discretion decide on a full or partial ad-hoc assessment.
- 4.3 The Council reserves the right not to proceed with the assessment or/and reject the application if the list of submitted documents required for desktop assessment is incomplete.
- 4.4 The Council will notify the PEI in writing of the appointed assessment team composition as well as the date of the site assessment by the team.
- 4.5 The Council reserves the right to change the composition of the appointed assessment team and/or the date of site assessment.
- 4.6 The PEI shall make available personnel such as senior management, heads of department, academic and administrative staff, appointed MR, students and stakeholders including partners and recruitment agents for interview sessions as requested by the Lead Assessor during the site assessment.
- 4.7 The assessors reserve the right to refuse the interviewee candidates selected by the PEI and request for alternative interviewees to facilitate the site assessment.
- 4.8 During site assessment, it is the onus of the PEI to provide relevant and supporting documents to the assessors to demonstrate how they have implemented and fulfilled the EduTrust requirements as stated in the EduTrust Guidance Document. The PEI's appointed MR must be present at all times during the entire course of the site assessment and shall be the liaison officer between the Council and the PEI throughout the desktop and site assessment.
- 4.9 Only staff of PEI are allowed to participate in the site assessment. External agents, representatives, consultants or personnel are prohibited to take part in the site assessment unless otherwise requested by the Council under Clause 4.6.
- 4.10 The PEI shall take all necessary steps and provide all necessary implementations to ensure the safety of the assessors during the course of conducting site assessments at its premise(s).
- 4.11 The Lead Assessor shall decide that the site assessment be halted if the team is under any form of harassment during the site assessment. The Lead Assessor shall also file a report of all incidents of harassment, verbal or physical abuse, threats, bribes or inducements and the Council shall in its absolute discretion take such disciplinary or other action as it deems fit.
- 4.12 The assessment shall verify if the PEI has met the EduTrust requirements through document checks and interview sessions with key stakeholders. The accuracy of the assessment depends on the sampled documents and selected interviewees at the point of assessment.

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- 4.13 The Council-appointed assessors may, during the working hours of a PEI, enter its premises, to allow them to carry out the work:
- (a) For the purpose of ascertaining whether the systems and processes conform to the EduTrust certification requirements;
  - (b) For the purpose of ascertaining whether the EduTrust Mark is being applied by the PEI in accordance with the Terms and Conditions of the certificate which has been issued; and
  - (c) For the purpose of ascertaining whether the Fee Protection Scheme is fully and correctly implemented by the PEI.

Any refusal by the PEI for such entry by the assessors shall constitute to a violation of the Terms and Conditions.

- 4.14 Unless circumstances warrant otherwise or as may be otherwise decided by the Council, PEIs shall be given one day advance notice of any visits under Clause 4.13.
- 4.15 Notwithstanding any other clause in this Agreement, the Council shall have the right to enter the Premises without prior notice to conduct surprise checks to ensure the PEI's compliance with the terms and conditions of this Agreement.

## 5. Awards

- 5.1. PEIs which have met the EduTrust requirements will be awarded EduTrust status by the Council.
- 5.2. The Council reserves the right not to inform the EduTrust assessment scores for non-award certification.
- 5.3. The PEI will be notified of their award status accordingly and successful applicant will be issued with an EduTrust certificate to be displayed prominently within the PEI's premises.
- 5.4. A certificate and a renewal thereof shall be in such form as determined by the Council.
- 5.5. The EduTrust certificate shall remain as a property of the Council and PEI's right to use the certificate is subject to the Terms and Conditions of the certification. The certificate must be returned to the Council by no later than seven days upon expiry or withdrawal of the award, whichever is earlier.
- 5.6. The EduTrust certificate is not transferable.
- 5.7. The award is valid for one or four years or such other periods as stated in the EduTrust certificate. The Council shall have the absolute right to change PEI's certificate validity period after award. It may be renewed upon its expiry for

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such further periods and on such Terms and Conditions as the Council deems fit.

- 5.8. The award is issued conditional upon the PEI's continued compliance with all the Terms and Conditions of the award for the period awarded
- 5.9. The Council shall have the absolute right to terminate or refuse to grant the renewal of the EduTrust certificate without the need to give any reasons for such revocation or refusal.
- 5.10. Any EduTrust certificate which is not renewed shall be considered as voluntarily withdrawn by the PEI and shall not be used by the PEI in any way whatsoever. In such event, the certificate shall be returned to the Council within seven days of the expiry date.
- 5.11. For a PEI awarded an EduTrust certificate with a validity period of four years, the Council will inform the PEI in writing and conduct interim assessment on the PEI to ensure that it continues to maintain a level of performance in accordance with the standards stipulated under EduTrust.
  - a) An Interim Assessment includes both desktop assessment and site assessment, and conditions under Clauses 3 and 4 shall apply.
  - b) Fees shall be payable by the PEI for such an assessment(s).
  - c) The Council reserves the right to change the PEI's award type and validity period if the interim assessment shows that the PEI fails to maintain a level of performance in accordance with the required standards for the EduTrust award type.
- 5.12. PEI, which is awarded the EduTrust Star certification for sustaining an excellent journey of performance to ensure the best education standards for its students, shall share its best and established practices with the Council and the private education industry to allow benchmarking and learning.
- 5.13. The Council may, in its absolute discretion, refuse to issue a certificate to or renew the certificate of a PEI if
  - (a) The application submitted is not in accordance with the form required by the Council;
  - (b) The PEI fails to meet the EduTrust certification requirements as follows;
    - i. Attain the minimum overall score for EduTrust certification;
    - ii. Satisfy the requirements under each criterion;
    - iii. Attain the minimum credit rating as assessed by the Council-appointed credit rating agency;

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- iv. Provide full fee protection under the Fee Protection Scheme for all its students; or
  - v. Provide medical insurance coverage for all its students.
- (c) The PEI fails to submit the Corrective Action Plans (CAPs) to the Council within thirty days from the Corrective Action Request date to address the major findings based on the EduTrust assessment.
  - (d) The PEI fails to return the expired EduTrust certificate to the Council within seven days upon its expiry (applicable for renewal of certificate);
  - (e) The PEI fails to return the invalid EduTrust certificate to the Council within seven days upon receipt of notification that its EduTrust award type has changed under Clause 5.11(c).
  - (f) The PEI fails to pay any outstanding fee;
  - (g) The PEI is in breach of any of the Terms and Conditions of EduTrust;
  - (h) The PEI has contravenes any Singapore law or regulation; or
  - (i) For any other reason, the Council is of the opinion that it is undesirable to issue a certificate to or renew the certificate of the PEI.

### **6. Non-Compliance to Terms and Conditions**

- 6.1. Without prejudice to any of the Council's other powers and rights to take such disciplinary and other action as it deems fit, a certified PEI which fails to abide by the Terms and Conditions of EduTrust may be subject to written warning at the discretion of the Council. Failure to rectify the offence within the stipulated timeframe may result in suspension or termination of the certificate.

### **7. Compliance with Consumer Protection (Fair Trading) Act**

- 7.1 The PEI shall comply with all the laws applicable in Singapore in particular the Consumer Protection (Fair Trading) Act (hereinafter known as the "CPA").
- 7.2 The Council's right to take such disciplinary action against any PEI, in particular for misrepresentation, shall be separate from any civil or other remedy that a student may have against the PEI. The limitation periods for civil action under the CPA shall not apply to the Council's rights to take such disciplinary action against errant PEI's, nor shall a civil judgment or other penalty be a pre-requisite for the Council to investigate and take action against any PEI in respect of complaints from students or other stakeholders.

### **8. Suspension, Termination and Withdrawal of EduTrust Certificate**

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- 8.1. The Council may terminate a certificate for five years or otherwise suspend a certificate for a period of up to twelve months as decided by the Council if it is satisfied that the PEI
- a) Obtains the certificate by making or causing any false or fraudulent declaration, certification or representation, either in writing or otherwise;
  - b) Declares false or inaccurate information to the Council;
  - c) Fails to maintain a standard of practice which complies to EduTrust certification requirements;
  - d) Fails to attain the minimum credit rating as assessed by the Council-appointed credit rating agency on an annual basis;
  - e) Fails to provide full fee protection under the Fee Protection Scheme for all its students at any point of the EduTrust validity period;
  - f) Fails to arrange for adequate medical insurance coverage for all its full-time students during their course duration at the PEI;
  - g) Contravenes or fails to comply with any of the provisions of the PE Act or these Terms and Conditions;
  - h) Fails to comply with any of the Terms and Conditions of the certificate issued to him under Clause 10.2;
  - i) Fails to provide any access to facilities and documents, or any other requirement, as were reasonable and necessary to enable assessors to discharge any of his duties under the PE Act or these Terms and Conditions;
  - j) Fails to rectify the non-compliances within the agreed time frame;
  - k) Fails to pay all necessary fees levied by the Council from time to time;
  - l) Fails to maintain its registration under the Private Education Act;
  - m) Contravenes any Singapore law or regulation; or
  - n) Is for any other reason in the Council's absolute discretion deemed unfit to continue to hold the certificate.
- 8.2. The PEI will be informed in writing by the Council of the suspension or termination and the reasons for the suspension or termination. The letter will be sent to the address of the PEI registered with the Council.
- 8.3. A PEI with a suspended EduTrust certificate may have its certification status reinstated after serving the suspension period, subject to any assessments

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and/or conditions that the Council may impose. The Council reserves the right to change the PEI's award type and validity period if the assessment shows that the PEI fails to maintain a level of performance in accordance with the required standards for the EduTrust award type. The EduTrust certificate will be terminated if the PEI does not submit any application for reinstatement within thirty days after serving the suspension period. All fees arising from the reinstatement application and outcome shall be borne by the PEI.

- 8.4. The Council may, at any time and for such reason as it deems fit, reduce the period for which the certificate has been suspended.
- 8.5. A certified PEI may voluntarily withdraw its certification by giving at least fourteen days of written notice to the Council.
- 8.6. PEI with suspended, terminated or withdrawn EduTrust certificate shall, upon receiving notification in writing from the Council, immediately
  - a) Cease to use marketing collateral with the EduTrust Mark or otherwise use the EduTrust Mark in any form;
  - b) Remove the EduTrust Mark from its official website;
  - c) Inform all existing students of its suspended, terminated or withdrawn EduTrust certificate;
  - d) Not engage in and/or cease any activities whatsoever, whether locally or overseas, that markets its courses to international students;
  - e) Cease recruitment of new international students on Student's Pass; and
  - f) Inform all its recruitment agents (if any).
- 8.7. PEIs which violate conditions under Clause 8.6 may face extended suspension period or termination of EduTrust certificate where applicable, in addition to such other action as the Council may in its absolute discretion deem fit.
- 8.8. A PEI which has its EduTrust certificate terminated by the Council may only re-apply after serving the termination period of five years and shall be considered as a fresh applicant, and the PEI shall abide to conditions under Clause 3. The Council shall have the right to accept or reject the re-application received from the PEI.
- 8.9. Upon the termination of a certificate or voluntarily withdrawal from EduTrust, the PEI shall return the EduTrust certificate to the Council within seven days from the date of the notification and destroy all marketing collateral bearing the EduTrust Mark and confirm with the Council within fourteen days from the date of termination or withdrawal of the destruction of marketing collateral.

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- 8.10. Where pursuant to these Terms and Conditions a certificate has been issued, suspended or terminated by the Council or withdrawn by the PEI, the Council may cause to be published in any publication as the Council considers fit a notification of the issue, suspension, termination or withdrawal of the certificate.
- 8.11. The Council shall have the right to post on their website or in any other collateral from time to time a list of all PEIs whose EduTrust certification is suspended, terminated or withdrawn, with or without stating the periods of such suspension and/or the reasons for the same.

### **9. Appeals**

- 9.1. In the event that the PEI decides to appeal against any decision of the Council it shall, within fourteen days after having been officially informed of the decision of the Council, give notice in writing to the EduTrust Review Panel of its desire.
- 9.2. The decision of the EduTrust Review Panel shall be final.

### **10. Use of EduTrust Certification Mark**

- 10.1. Only PEIs which have been awarded the EduTrust certificate are entitled to use the EduTrust Mark in accordance with the provisions set out herein.
- 10.2. A copy of the EduTrust Mark Style Guide on the use of the EduTrust Mark shall be provided upon award of the EduTrust certificate.
- 10.3. EduTrust is not tantamount to accreditation, endorsement or recognition by the Council of the academic courses and services offered by the PEI; hence certified PEIs are not allowed to state or imply, in any form, in their marketing collateral that their academic courses and services are so accredited, approved, or any other referrals to imply endorsement by the Council on its courses and services.
- 10.4. A certified PEI may use the EduTrust Mark on publicity and other stationery materials such as brochures, name cards, and in marketing collateral used for advertising and promotion of the PEI. However, the use of the EduTrust Mark, or any reference to EduTrust Certification in advertising and promotional publications, shall be in accordance with Terms and Conditions.
- 10.5. A certified PEI with overseas branch(es) is not allowed to use the EduTrust Mark in any form or make any reference to EduTrust in its overseas branch(es).
- 10.6. A certified PEI shall upon suspension or voluntary withdrawal of EduTrust immediately cease to use the EduTrust Mark.

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- 10.7. The PEI shall immediately discontinue the use of the EduTrust Mark upon expiry or termination of the award.
- 10.8. In addition to any of the penalties herein, the Council reserves the right to take such civil and/or criminal action against any person or party who misuses or misrepresents the EduTrust Mark in any way.

### **11. Undertakings of the EduTrust-Certified PEI**

- 11.1. The EduTrust-certified PEI shall implement all EduTrust requirements for all offered courses and enrolled students.
- 11.2. The PEI shall furnish to the Council in a timely manner all relevant information and documentation relating to the PEI's management system, academic practices and performance for the purpose of the Council's evaluation of the PEI's participation in the EduTrust.
- 11.3. The PEI shall agree, with undertake and warrant, to the Council that it will:
  - a) Keep a record of all feedback, complaints and remedial actions, if any, relating to the management system, academic practices and performance and make such record available to the Council when requested;
  - b) Satisfy the requirements of the Fee Protection Scheme by ensuring that the full fees of all its students are protected by either
    - i. Acceding to the Master Escrow Agreement in the manner provided therein with a Council-approved escrow bank; or/and
    - ii. Taking out an insurance coverage from Council-approved insurance agency, and on terms and conditions substantially in the form of the Master Insurance Agreement.
  - c) Submit to the Council completed and up-to-date Council-prescribed Fee Protection Monitoring Application (FPMA) information templates for all existing students' fee details under the Fee Protection Scheme (EduTrust) and Student Protection Scheme (CaseTrust) in accordance with the frequency and requirements specified in the Fee Protection Scheme Instruction Manual.
  - d) Submit to the Council all such information as requested by the Council for investigative reasons within three working days of such request for the purposes of any investigations the Council may conduct;
  - e) Submit to the Council an annual credit rating report prepared by a Council-appointed credit rating agency no later than fourteen days upon instructed by the Council, and all incurred cost will be borne by the PEI;

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- f) Set up and maintain an official website to provide correct, accurate, complete and updated information as specified in the EduTrust Guidance Document;
- g) Inform the Council in writing of the followings, within seven days of such a decision, of any;
  - i. in the case of companies change in shareholding or directorship, or in the case of partnerships and Limited Liability Partnerships any change in partners or managers;
  - ii. Any decision to close down or cease operations of any school or branch and/or to operate a new school or branch;
  - iii. Any change to the organization's name or address;
  - iv. Any change to Chief Executive Officer or officer of similar position in the PEI;
  - v. Any change to the organization structure; and
  - vi. Any change to the MR.
- h) Comply with such other requirement or conditions as may be stipulated by the Council and/or the relevant authorities from time to time.

### **12. Fee Protection Scheme**

- 12.1. Prior to EduTrust application through OBLS, the PEI shall undertake to subscribe to the Fee Protection Scheme from the panel of service providers appointed by the Council to provide full fee protection to all its students.
- 12.2. PEIs required to subscribe to the Fee Protection Scheme shall as a condition of the certification maintain such Fee Protection Scheme for all its students for the period of the award.
- 12.3. The PEI shall protect all new monies collected from new and existing students under the Fee Protection Scheme immediately after the successful activation of the new escrow account or insurance facility.
- 12.4. The PEI may submit a written application with relevant and supporting documents to the Council not less than thirty days from the commencement of course to seek waiver from the Fee Protection Scheme requirements in the form of either an escrow account or insurance, and the Council may in its absolute discretion approve such waiver. The Council may from time to time publish on its official website such minimum requirements as the Council may require to consider such waiver applications.

- 12.5. The Council reserves the rights to review and rescind the waiver granted to the PEI at any time under Clause 12.4.

**13. PEI-Student Contract**

- 13.1. The PEI shall adopt the Council's standard PEI-Student contract for all new students recruited after the successful activation of the new escrow account or insurance facility under Clause 12.3. The standard student contract shall be used in conjunction with the new escrow account or insurance facility set up under the Fee Protection Scheme.
- 13.2. The PEI shall enter into separate individual student contract with each and every of its students admitted into all courses offered by the PEI.
- 13.3. The PEI shall ensure that each student contract is valid only for admission to one course.
- 13.4. The PEI shall prior to the execution of each student contract explain to each student the terms and conditions of the student contract, and bringing to the student's particular notice and attention such clauses as are detrimental to the student, and ensure that each student fully understands the same.
- 13.5. The PEI shall continue to enter into contractual agreement with students who are admitted into courses which are granted waiver for Fee Protection Scheme under Clause 12.4 unless waiver is granted for student contract for the courses under Clause 13.7.
- 13.6. The PEI may write to the Council for approval with relevant and supporting documents if the PEI wishes to add provision(s) to the standard PEI-student contract. All clauses stated in the standard PEI-student contract provided by the Council shall not be amended and/or omitted. The revised student contract, with added provisions, drafted by the PEI shall be vetted and cleared by its legal representative who must be a law practitioner.
- 13.7. The PEI may also submit a written application with relevant and supporting documents to the Council not less than thirty days from the commencement of course to seek waiver from entering into student contract with the students if it is satisfied that the course is
- a) Fully sponsored by a corporate organization with an existing written agreement (i.e. Memorandum of Understanding, Letter of Undertaking) between the organization and the PEI on the sponsored course for its employees; or
  - b) Not more than one calendar month or fifty hours in full course duration.
- 13.8. The council reserves the rights to review and rescind the waiver granted to the PEI at any time under Clauses 13.6 and 13.7.

**14. Waiver from EduTrust Requirement**

- 14.1. The PEI may submit a written application with relevant and supporting documents to the Council not less than thirty days from the EduTrust application if the PEI wishes to request for waiver from any of the EduTrust requirement which is not applicable to the PEI.
- 14.2. Any waiver from specific EduTrust requirement granted by the Council will be valid throughout the certificate validity period unless otherwise stated.
- 14.3. The Council reserves the rights to review and rescind the waiver granted to the PEI at any time under Clause 14.1.
- 14.4. The PEI shall inform the Council immediately if the conditions for the waiver(s) granted under Clauses 12.4, 13.7 and/or 14.1 are no longer valid at any point of the certificate validity period. The Council reserves the right to direct a PEI to apply for ad-hoc assessment. The Council shall at its absolute discretion decide on a full or partial ad-hoc assessment.

**15. Fees**

- 15.1. The Council is entitled to charge the PEI such fees as it may from time to time determine in relation to the PEI's participation in EduTrust. All awards and renewal of awards under EduTrust will be issued subject to full payment of such fees as specified in the Fee Structure.
- 15.2. The fee payable for each year of certificate shall be as specified in the Fee Structure and PEI shall pay the full fee within thirty days from the due date.
- 15.3. Upon the issue or renewal of a certificate, the certified PEI shall pay the fee in respect of the first year of the certificate.
- 15.4. No certificate shall be deemed to have been issued or renewed until the fee in respect thereof has been fully paid.
- 15.5. An administrative fee as determined by the Council shall be payable for:
  - a) Re-issuing of an EduTrust Certificate due to change of PEI's EduTrust award type during interim assessment, name and/or location; and
  - b) Issuing of duplicate copy of the EduTrust Certificate.
- 15.6. All expenses of and incidental to the compliance with any of the requirement related to the entire process of EduTrust certification process shall be borne by the PEI.
- 15.7. All fees paid are not refundable regardless of the outcome of the application.

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- 15.8. All fees payable by PEI shall be paid fully online before the due date through the OBLIS. In the event of a malfunction or failure of the online system, the Council will make arrangement to receive fee payments in the form of cheque or otherwise as advised by the Council.
- 15.9. In the event of late payment by the PEI, the Council shall be entitled to charge interest on all outstanding amounts at the rate of one percent per month from the day payment is due until the date of actual payment.
- 15.10. The Council reserves the right to change the chargeable fees under the EduTrust at any time.

### **16. Confidentiality**

- 16.1. Save as provided herein or where disclosure is required by law or any court order, all information and document supplied by the PEI under EduTrust will be kept confidential except when the information is to be used by the Council as a means for monitoring or benchmarking performance.
- 16.2. The Council shall not be liable for any damages or losses suffered by the PEI as a result of any disclosure of information by the Council other than due to the willful or grossly negligent act of the Council's representatives.
- 16.3. The Council reserves the right to share relevant information gathered through the process of EduTrust certification with any other relevant Singapore Government agencies if the Council deems necessary and appropriate.

### **17. Limitation of Liability**

- 17.1. The Council shall in all events not be liable to the PEI for any expenses, losses or damages whether direct or indirect suffered by the PEI as a consequence of the PEI's participation in the EduTrust or as a result of the assessment of the PEI's EduTrust compliance by the Council.
- 17.2. In the event that the Council is found liable by the operation of the law, the maximum amount of the Council's liability shall be limited to the fees paid by the PEI hereunder.

### **18. Indemnity**

- 18.1. The PEI agrees and shall indemnify the Council fully against all losses and expenses suffered by the Council including but not limited to all claims by any third parties against the Council arising from the PEI's participation in the EduTrust.
- 18.2. The PEI shall execute such indemnity in such standard form as the Council may require from time to time.

**19. Taxes**

- 19.1. The PEI agrees to indemnify and pay the Council for all taxes, levies, and duties including, but not limited to, goods and service tax or withholding tax which the Council may be liable to pay as a result of providing the services to the PEI under the EduTrust.

**20. Governing Law**

- 20.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of The Republic of Singapore.