



People's Association

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# Professional Standards and Guidelines

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## for PA Trainers



**JANUARY 1, 2023**

Lifeskills and Lifestyle Division

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## PART I: INTRODUCTION

### 1. Mission of the People's Association

- 1.1 The mission of the People's Association ("PA") is to build and to bridge communities in achieving "One People, One Singapore".
- 1.2 To that end, the PA continually works towards:
  - (a) Bringing people, with common interests (e.g. activities and courses) or common traits (e.g. youths), together to interact and bond. The PA enables and encourages residents to form groups and develop friendships from such common interests; and
  - (b) Connecting communities and groups with different interests and backgrounds (e.g. different races, religions, socio-economic background) and bringing them together on common platforms where they can develop friendships and strong bonds.
- 1.3 All this is done to help build a resilient and cohesive community of "One People, One Singapore" that stands united and stays together, regardless of race, language or religion.
- 1.4 To achieve its mission, the PA is assisted by a network of grassroots organisations ("GROs") such as Residents' Committees, Community Club Management Committees, etc. These GROs are managed by volunteers who work with the PA to organise a wide range of programmes and activities to cater to the needs and interests of Singaporeans from all walks of life.

### 2. The Professional Standards and Guidelines

- 2.1 These Professional Standards and Guidelines ("PSG") apply to all PA Operators and PA Trainers (as defined in Clause 3.1).

The PSG cover the following areas:

- (a) Administrative Requirements;
- (b) Registration and Renewal;
- (c) Minimum Operational Requirements for all PA Operators and PA Trainers;
- (d) Course Fees and Payments;
- (e) Use of Facilities;
- (f) Professional Conduct Requirements for Training Providers; and
- (g) General clauses.

The PSG may be revised and/or updated from time to time at the PA's discretion. Any revisions or updates to the PSG will be provided to the PA Operators and PA Trainers.

- 2.2 PA Operators and PA Trainers must at all times comply with the prevailing PSG.

2.3 For the purposes of these PSG:

- (a) each obligation imposed on a PA Operator includes an obligation by the PA Operator to ensure that its employees, agents and all other persons it deploys comply with that obligation;
- (b) any prohibition, restriction or limitation on the PA Operator not to do an act or thing includes an obligation on the PA Operator not to allow that act or thing to be done by its employees, agents and other persons it deploys; and
- (c) PA and its GROs will be collectively referred to as “**PA Group**”.

## PART II: ADMINISTRATIVE REQUIREMENTS

### REGISTRATION AND RENEWAL

#### 3. Registration as PA Operator/PA Trainer

3.1 In order to conduct courses at the PA Group:

- (a) an individual must first be registered as a PA Trainer (“**PA Trainer**”); and
- (b) a business entity (e.g. company, partnership or sole proprietor) must first be registered as a PA Operator (“**PA Operator**”).

3.2 Registration as a PA Operator or PA Trainer is:

- (a) strictly non-transferable;
- (b) only valid for the duration stated in the Letter of Appointment or the Letter of Renewal (as referred to in Clause 5.4) (“**Term of Appointment**”); and
- (c) not a guarantee that the PA Operator or PA Trainer will be engaged to conduct courses. To avoid doubt, the PA Group is not obliged to (i) engage any PA Operator or PA Trainer to conduct any course; or (ii) form classes or source for participants for a PA Operator or PA Trainer.

3.3 PA Operators and PA Trainers cannot use their PA registration status as a form of PA’s endorsement of their products, services, expertise and/or skill.

3.4 PA Operators and Trainers are independent service providers and are not agents or employees of the PA or the GROs. As such, PA Trainers and the PA Operators’ employees, agents and other persons deployed by the PA Operators:

- (a) are not eligible for any Central Provident Fund contributions, leave, medical/dental benefits or other benefits from the PA Group;

- (b) do not have any authority to make any statement or representation to bind the PA Group. They also do not have any power to incur any obligation or expense on behalf of the PA Group; and
- (c) must not in any way use any of the PA Group's name, logo, or in any way associate itself with the PA Group without the prior written consent of the PA (e.g. must not print and/or distribute any name cards bearing the logo of the PA, the GROs or such other logos associated with the PA Group).

3.5 PA Operators and PA Trainers may engage in any other activity or business (including conducting or organising courses at/with other organisations). However, PA Operators and PA Trainers must ensure that such other activities or business do not conflict in any way with their commitments under the **Service Agreement(s)** or their obligations as PA Operators or PA Trainers.

#### **4. Pre-Course Administration**

- 4.1 The PA or a GRO may approach a PA Operator or PA Trainer to conduct a course. If the PA Operator or PA Trainer accepts the offer to conduct a course, the PA Operator or PA Trainer must enter into a **Service Agreement** with the PA or the relevant GRO prior to the commencement of any course.
- 4.2 PA Operators and PA Trainers have the right to decline any offer from the PA Group to conduct a course. PA Operators and PA Trainers are not obliged to accept any engagements to conduct any courses.
- 4.3 After a PA Trainer or PA Operator enters into a Service Agreement, the PA Trainer or PA Operator must confirm the details of the courses with the relevant GRO at least seven days prior to the commencement of the course (the "**approved course**").
- 4.4 All proposed changes to the course details (including changes in course duration) thereafter must be approved by the relevant GRO in writing before such changes are effected.
- 4.5 PA Operators and PA Trainers will be responsible for obtaining any approval(s) from the relevant authorities as required by law in respect of the conduct of the approved course.
- 4.6 An engagement to conduct an approved course is no guarantee that there will be further/ additional engagements by the PA Group.
- 4.7 For courses conducted in stages, PA Operators and PA Trainers are to work with the relevant GRO and Constituency Office ("**CO**") staff in encouraging participants to sign up early for the next stage of the course.
- 4.8 PA Operators and PA Trainers are to check with the relevant GRO/CO staff on the closing date for course registration and payment and remind existing participants to make early payment in order to secure their places for the course.

## 5. **Renewal of appointment**

- 5.1 Each PA Operator/PA Trainer must conduct at least three approved courses within its/his/her Term of Appointment in order to be eligible for a renewal of appointment.
- 5.2 PA Operators and PA Trainers who are eligible under Clause 5.1 and wish to renew their appointment must submit the PA Operator/PA Trainer Renewal Form (which can be found at [www.pa.gov.sg](http://www.pa.gov.sg)) at least 4 months before the expiry of their Term of Appointment. PA Operators and PA Trainers who fail to do so must re-apply for registration.
- 5.3 Renewal of appointments will be at the PA's sole discretion. The PA is not obliged to disclose any of the criteria for renewal, but such criteria may include compliance with the PSG and feedback from customers and the PA staff.
- 5.4 A **Letter of Renewal** will be issued to shortlisted PA Operators and PA Trainers. PA Operators and PA Trainers who accept and agree to the terms and conditions in the Letter of Renewal must sign and return the acceptance letter to the PA.

## **MINIMUM OPERATIONAL REQUIREMENTS OF PA OPERATORS AND PA TRAINERS**

### 6. **Conduct of Courses by PA Trainers**

- 6.1 The PA Trainer must be the main person teaching the approved course and must not sub-contract or assign the conduct of the approved course to another party without prior written consent from the PA and relevant GRO(s).
  - (a) If the PA Trainer is assisted by the PA Trainer must not delegate his/her main teaching duties to the assistant trainer;
  - (b) the assistant trainer must not conduct classes in the PA Trainer's absence; and
  - (c) even if the assistant trainer is present, the PA Trainer must be present for the entire duration of each class.
- 6.2 Save for the circumstances in clauses 6.4 and 6.5 below, the PA Trainer must commit to and conduct all classes of the approved course.
- 6.3 If the PA Trainer is unable to attend/conduct any class (indoor/outdoor) due to unforeseen circumstances (e.g. unwell/wet weather) or exigencies, he/she must:
  - (a) inform the relevant GRO immediately;
  - (b) provide the relevant GRO with any relevant supporting documentation for verification purposes; and
  - (c) work with the relevant GRO to inform course participants and arrange for a make-up class.

- 6.4 If the PA Trainer will be absent for multiple classes, the PA Trainer must inform the relevant GRO(s) as soon as practicable. The GRO(s) will be at liberty to decide whether to:
- (a) arrange for a temporary replacement PA Trainer;
  - (b) extend the course duration to account for the period of the PA Trainer's absence; or
  - (c) if the period of absence covers 20% or more of the course duration, engage another PA Trainer to complete the approved course. In such event, the PA Trainer must do a proper hand-over with the replacement trainer.

## **7. Conduct of Courses by PA Operators**

- 7.1 PA Operators are not permitted to assign or transfer its registration or assign, transfer or subcontract any Service Agreement without the prior written consent of the PA and the relevant GRO(s).
- 7.2 PA Operators must ensure that all staff who are deployed to conduct the approved courses under the Service Agreement(s) ("**Deployed Staff**") are:
- (a) Singapore Citizens;
  - (b) Singapore Permanent Residents; or
  - (c) holders of valid employment passes/work permits.
- 7.3 PA Operators must ensure that its Deployed Staff:
- (a) at all times comply with the PSG; and
  - (b) meet the minimum qualifying standards as stipulated in Annex [1], which may be amended by the PA from time to time.
- 7.4 The PA may require, and the PA Operators must ensure, that the Deployed Staff attend interviews and/or skills tests before they are allowed to conduct approved courses.
- 7.5 For selected courses as the PA may determine, the PA may require PA Operators to seek the PA's approval for any or all of its Deployed Staff and substitutes. PA Operators must provide the PA with all information and documents as may be required by the PA for such purposes.
- 7.6 Substitute staff
- (a) PA Operators must ensure that they have sufficient suitably-qualified substitute staff (who meet the minimum qualifying standards set out in Annex [1]) who can be deployed if a Deployed Staff is unable to turn up for class for any reason.
  - (b) For urgent cases of substitution of Deployed Staff (e.g. medical leave, urgent leave and other unforeseen circumstances), the PA Operator must inform the relevant GRO(s) as soon as practicable and inform the course participants of the substitution during the class.



- (c) For non-urgent cases of substitution of Deployed Staff, the PA Operator must give at least three weeks' notice to the relevant GRO(s) and inform the course participants of the change at the earliest available opportunity.

7.7 The PA may in its sole discretion:

- (a) decline to approve of any Deployed Staff or their substitutes; and/or
- (b) at any time, require a PA Operator to replace any Deployed Staff or their substitutes without delay.

The PA will not be obliged to provide any reason in the circumstances above.

7.8 Each PA Operator is fully responsible for any acts and omissions of the Deployed Staff and all its employees, agents and other persons deployed by it in connection with or arising out of the PSG or the Service Agreement(s).

## **8. Course Delivery**

8.1 PA Trainers must, and PA Operators must ensure that its Deployed Staff and substitutes:

- (a) possess the necessary knowledge and skills to conduct the approved courses;
- (b) conduct the approved courses only in the approved language of instruction, with other languages only to be used when necessary;
- (c) conduct the approved courses with reasonable care and skill according to the course syllabus agreed with the PA; and
- (d) deliver course content in a clear and concise manner to aid participants' understanding.

8.2 PA Operators and PA Trainers must conduct all approved courses with due care and diligence and this includes ensuring that:

- (a) approved courses are conducted with adequate and appropriate safety measures in place; and
- (b) course participants are given adequate and proper supervision and guidance.

8.3 PA Operators and PA Trainers must also comply with any specific requirements that may apply to them as listed in Annex [2] & [2a].

8.4 Trainer-to-Participant Ratio

- (a) PA Operators and PA Trainers must follow all requirements (as may be prescribed by the PA from time to time) on trainer-to-participant ratios to ensure the safety and comfort of participants.
- (b) Where more than one trainer is required to meet the stipulated trainer-to-participant ratio, the additional trainer(s) must either be a PA Trainer, Deployed Staff or

substitute Deployed Staff of a PA Operator and must meet the Minimum Qualifying Standards stated in Annex [1].

## **9. Course Publicity**

- 9.1 All publicity materials intended for use by the PA Operators and PA Trainers must be approved by the PA and/or the relevant GRO prior to the commencement of the course.
- 9.2 PA Operators and PA Trainers must acknowledge the relevant GRO as the joint organizer of their approved courses in their publicity materials.
- 9.3 PA Operators and PA Trainers must not use any intellectual property of the PA Group in its publicity materials, unless they have obtained prior written consent from the PA Group to do so.
- 9.4 PA Operators and PA Trainers must not:
  - (a) publicise to course participants any other course not organised by the PA Group without the PA Group's prior written approval; and
  - (b) publicise any other course, service or product verbally, media or in the course publicity materials which was not approved by the relevant GRO.
- 9.5 In this PSG, "publicity materials" mean all publicity material (whether hardcopy or otherwise) used by a PA Trainer or PA Operator to publicise the approved course.

## **10. Course Administration**

### **10.1 Course Material**

- (a) All course handouts are to be typewritten neatly in the stipulated language of instruction.
- (b) PA Operators and PA Trainers must prepare and provide all materials, tools, instruments and equipment necessary for the conduct of the approved course (unless otherwise agreed with the relevant GRO) and ensure that there are sufficient quantities for all participants. The PA Group will not be responsible for the provision of such items.

### **10.2 Course Attendance**

- (a) PA Operators and PA Trainers must record the attendance of every class and submit the attendance registers to the GROs in the format and frequency specified by the relevant GRO. PA Operators and PA Trainers must not mark the attendance of any participant in advance.
- (b) PA Operators and PA Trainers must ensure that their classes are only attended by fee-paying course participants registered with the relevant GRO, unless otherwise approved by the GRO.

### **10.3 Public Holidays**

If a class falls on a public holiday, PA Operators and PA Trainers must schedule a make-up class on a date and time to be agreed with the relevant GRO.

#### **11. Proposals for Enhancements to Existing Courses or for New Courses**

- 11.1 PA Operators and PA Trainers who wish to propose improvements to the courses they are registered to conduct or propose new courses must submit detailed written proposals to the PA for approval.
- 11.2 PA Operators and PA Trainers must not conduct new courses which the PA has not approved without the PA's written approval.

### **COURSE FEES AND PAYMENTS**

#### **12. Course Fees**

- 12.1 All course fees charged by PA Operators and PA Trainers are to be:
  - (a) in accordance with the amount(s) stated in the Service Agreement;
  - (b) shared with the PA and the relevant GRO according to the ratio stated in the Service Agreement ("**Sharing Ratio**"); and
  - (c) subject to Goods and Services Tax ("**GST**") at the prevailing rates, where applicable.
- 12.2 PA Operators and PA Trainers acknowledge and agree that the PA may implement further discount(s) towards the listed course fees from time to time for promotional or publicity purposes.
- 12.3 The proportion of course fees due to the PA Trainer or PA Operator will be calculated based on the aggregate sum of course fees collected (excluding GST, where applicable) multiplied by the Sharing Ratio. PA Operators and PA Trainers acknowledge and agree that they are not entitled to receive any other sum, amount or monies from the PA Group.

#### **13. Collection of Course Fees**

- 13.1 PA Operators and PA Trainers must not collect course fees on behalf of the PA or the relevant GRO unless instructed to do so.
- 13.2 If a PA Operator or PA Trainer collects any fees on behalf of a GRO, the PA Operator or PA Trainer must issue GRO receipts on behalf of the relevant GRO for the fees collected. PA Operators and PA Trainers must fully and accurately declare and account for all course fees and other fees collected
- 13.3 The PA Group will not hesitate to report any criminal, fraudulent and/or dishonest conduct to the relevant authorities. This includes any under-declaration of fees collected or number of course participants.

- 13.4 The PA Group reserves the right to claim from the relevant PA Operator or PA Trainer any shortfall or balance in respect of the fees that ought to have been paid to the PA Group based on the Sharing Ratio.

**14. Additional Fees or Charges (referred to as “Miscellaneous Charges” in these PSG )**

- 14.1 PA Operators and PA Trainers must not charge or collect from course participants any Miscellaneous Charges (such as material fees) unless:
- (a) the PA Operator/PA Trainer has obtained prior written approval from the PA to do so;
  - (b) the Miscellaneous Charges are specified in the course information provided before or during course registration;
  - (c) the Miscellaneous Charges are specified in the relevant Service Agreement(s) or subsequently agreed in writing between the parties; and
  - (d) the Miscellaneous Charges are on a cost recovery/reimbursement basis.

PA Operators and PA Trainers must not profit in any way from the Miscellaneous Charges, i.e. there should be no overcharging whatsoever. To avoid doubt, the Miscellaneous Charges do not form part of the course fees which are shared with the PA Group.

- 14.2 The PA Operator/PA Trainer must retain all relevant documents including receipts showing all payments of the Miscellaneous Charges for the course participants for 12 months after the last class of the approved course. The PA Group may vary the requisite retention period by issuing a written notice to all PA Operators and PA Trainers.
- 14.3 To avoid doubt, the PA Group will not be responsible for any inaccuracies in the information regarding Miscellaneous Charges provided by PA Operators and PA Trainers.

**15. Refunds**

Course fees collected are non-refundable. PA Operators and PA Trainers must not commit to providing any refunds to course participants unless such requests for refunds have been approved by the PA Group.

**16. Revision of Fees or Miscellaneous Charges**

- 16.1 PA Operators and PA Trainers must not revise the course fees or Miscellaneous Charges, unless they have obtained prior written approval from the PA and the relevant GRO.
- 16.2 PA Operators and PA Trainers must submit any request for the revision of course fees and/or Miscellaneous Charges to the PA and the relevant GRO at least 6 months before the proposed effective date of the revision.
- 16.3 PA Operators and PA Trainers must inform the course participants of any approved revision to course fees in writing at least 3 months before such revision takes effect. A copy of the notice to be sent to course participants must be provided to the relevant GRO for vetting at least seven working days before it is disseminated to course participants.

**17. Interest**

All payments due to the PA Group must be made according to the stipulated timelines. Otherwise, the PA Operator or PA Trainer must pay interest at the prevailing rate to the PA Group.

**18. Statement of Collections**

PA Operators and PA Trainers must keep accurate records of any monies collected in connection with an approved course and submit a monthly statement of collections to the relevant GRO.

**19. Security Deposit/Performance Bond**

19.1 The PA Group may require PA Operators and PA Trainers to provide a security deposit or performance bond for the due performance and observance of the terms of the PSG and the Service Agreement(s).

19.2 If the PA Operator or PA Trainer is required to provide:

(a) a security deposit:

- (i) the PA Operator or PA Trainer must furnish such specified amount to be held as the security deposit;
- (ii) the security deposit, subject to such deduction(s) as may be made from it by the PA Group, will be released within ninety (90) days after the PA Operator or PA Trainer has completed all its/his/her obligations under the relevant Service Agreement;
- (iii) the security deposit must be maintained at the original amount for the duration of the Service Agreement. The PA Operator or PA Trainer must on the written request of the PA Group immediately top-up the security deposit in respect of any shortfall (whether due to a deduction from the security deposit or otherwise); and
- (iv) the PA Operator or PA Trainer is not entitled to set off any amounts due to the PA Group from the security deposit;

(b) a performance bond:

- (i) the PA Operator or PA Trainer must provide the PA Group with a performance bond from a reputable financial institution or insurance company for such amount and on such conditions as determined by the PA Group in their sole discretion;
- (ii) the cost of obtaining and maintaining such performance bond will be borne by the PA Operator or PA Trainer;

- (iii) the PA Operator or PA Trainer must ensure that the performance bond remains effective until three (3) months after the completion of all its obligations under the relevant Service Agreement; and
- (iv) the PA Group will be entitled to call upon the performance bond as soon as it is satisfied that the conditions for calling upon it have been fulfilled, even if this is disputed by the PA Operator or PA Trainer.

19.3 The rights of the PA Group under this Clause 19 are without prejudice to any other rights and remedies available to them.

## **20. Payments to PA Operators and PA Trainers**

Payment of course fees due to PA Operators and/or PA Trainers will be made on the date or within the time period specified in the Service Agreement, through means such as cheque. PA Operators and PA Trainers who wish to receive payment by electronic means must provide the necessary banking details to the relevant GRO.

## **USE OF FACILITIES**

### **21. Suitability of Course Facilities**

- 21.1 Before starting an approved course, PA Operators and PA Trainers are to:
- (a) survey the facilities to determine whether the facilities are suitable;
  - (b) determine and discuss their logistical requirements with the GRO/CO staff where appropriate; and
  - (c) confirm with the GRO/CO staff the availability of the requisite facilities/premises for the entire course duration.
- 21.2 If PA Operators and PA Trainers are of the view that the relevant GRO's facilities are inadequate or unsuitable for the approved course, they must make alternative arrangements for the approved course in consultation with the relevant GRO.

### **22. Conditions of Use**

- 22.1 PA Operators and PA Trainers acknowledge that they do not have exclusive use of the GRO's facilities/premises. If any PA Operator or PA Trainer requires exclusive use of any facility or premises (or part thereof), the PA Operator or PA Trainer must enter into a separate agreement with the GRO.
- 22.2 PA Operators and PA Trainers will only be given access to the specified facilities/premises during the time slots allocated for the approved course(s). PA Operators or PA Trainers must obtain prior written permission from the GRO for usage of such facilities/premises at all other times.

22.3 PA Operators and PA Trainers must:

- (a) ensure that the facilities/premises approved by the GRO are used solely to conduct the approved course(s) within the allocated timeslots;
- (b) not directly or indirectly use or allow the facilities/premises to be used for any other purpose;
- (c) not assign, share, sublet or permit the facilities/premises to be used by a third party for any reason unless prior written approval is obtained from the relevant GRO;
- (d) not add any fixtures, fittings, furniture or any other works in the facilities/premises without prior written approval of the relevant GRO;
- (e) allow the PA Group and their agents to inspect the facilities and premises at any time without giving prior notice;
- (f) maintain the cleanliness of the facilities and keep it in good condition;
- (g) take all possible care to prevent loss or damage to any property of the PA Group and promptly report any loss or damage;
- (h) ensure that any equipment brought to the facilities/premises are safe and fit for use and will not compromise the safety of the course participants; and
- (i) observe all rules and regulations of the PA Group in respect of the use of the facilities/premises.

22.4 PA Operators and PA Trainers will be responsible for any loss or damage to the PA Group's property occurring during or in connection with the conduct of their approved courses (including any damage to furniture, fittings and equipment).

22.5 PA Operators and PA Trainers will indemnify the PA Group against any and all liability arising from the usage of equipment provided by the PA Operators and PA Trainers. The relevant GRO may remove or request that such equipment be removed, if it is of the view that such equipment is unsafe or otherwise unsuitable for use. The PA Group will not be held responsible for any loss or damage to such equipment.

## PART III: PROFESSIONAL CONDUCT REQUIREMENTS FOR TRAINING PROVIDERS

### 23. Introduction

23.1 This Part III applies to all:

- (a) PA Trainers;

- (b) PA Operators' Deployed Staff, substitute Deployed Staff and such other personnel involved or connected with discharging the PA Operators' obligations under the PSG and the Service Agreement(s); and
- (c) PA Operators.

For the purposes of the PSG, in particular this Part III, the persons referred to in paragraphs (a) to (c) above are collectively referred to as "**Training Providers**".

- 23.2 PA Operators must ensure that their Deployed Staff and substitute Deployed Staff act in compliance with the terms of this Part III at all times.

## **24. Professionalism and Ethics**

- 24.1 Training Providers must conduct approved courses in a professional, ethical, responsible and conscientious manner. In particular, a Training Provider must not be in a condition or conduct himself in a manner which renders him unable to perform his responsibilities properly or interferes with the performance of the duties of other Training Providers or PA Group staff.
- 24.2 Training Providers should:
  - (a) deliver well-planned and well-executed courses;
  - (b) use the appropriate pedagogy in view of the course participants' stage of learning and age (e.g. courses for children, senior citizens, etc.);
  - (c) explore the use of learning aids and/or other teaching methodologies which may benefit or aid course participants in their learning; and
  - (d) strive to ensure that all course participants meet their learning objectives.
- 24.3 Training Providers must ensure that classes start and end on time.
- 24.4 Training Providers are encouraged to refer to and implement the best practices set out in Annex [2(b)] where possible so that course participants may have a more fruitful and meaningful course experience.

## **25. Professional Image of Trainers**

Training Providers must be dressed and groomed appropriately and professionally when conducting approved courses. In particular:

- (a) Training Providers must not be dressed in t-shirts, singlets, bermudas/shorts, slippers/sandals or other casual attire unless it is necessary for the conduct of their courses (e.g. for sports courses).
- (b) Training Providers must not be dressed in any attire which may offend, provoke or otherwise be considered distasteful in any way.



## **26. General conduct**

- 26.1 Training Providers must conduct themselves professionally, with integrity and proper decorum so that their dealings with the PA, the GROs, course participants and/or other users of PA/GRO facilities are fair, honest and considerate.
- 26.2 Training Providers must not at any time:
- (a) Discriminate against course participants or promote extremism or violence in any way ; or
  - (b) conduct themselves in any manner that is likely to bring disrepute to or otherwise harm the interests of the PA Group.
- 26.3 Training Providers must at all times protect and uphold the integrity and reputation of the PA Group and not speak ill of or disparage the PA Group or any of its personnel under any circumstances.

## **27. Interaction with Course Participants**

- 27.1 Training Providers must not:
- (a) use any threatening, abusive or insulting words or behaviour that may cause harm, alarm or distress to course participants or act in any manner which may be construed as harassment; and
  - (b) engage in anything other than a professional working relationship with course participants.
- 27.2 Training Providers should not have any unnecessary physical contact with the course participants. Allegations of inappropriate physical contact will be dealt with firmly, including reporting the matter to the relevant authorities and/or cancellation of the PA Operator/PA Trainer's registration status.

## **28. Financial Propriety**

- 28.1 Training Providers must not:
- (a) give, offer, solicit or accept any favours, gifts (e.g. red or green packets, gift hampers, presents, etc.) or special treatment; and/or
  - (b) accept offers or make use of connections or information which arise out of their engagement to enter into personal investments.
- 28.2 A Training Provider who is financially embarrassed must immediately report this to the PA. For the purposes of this Clause 28, a Training Provider is considered to be financially embarrassed if:
- (a) in the case of an individual:
    - (i) he is an undischarged bankrupt;

- (ii) he is the subject of bankruptcy proceedings; or
  - (iii) he is reported to be a judgement debtor; or
- (b) in the case of an entity:
  - (i) it is insolvent;
  - (ii) it is the subject of winding up, judicial management, reorganisation or other similar proceedings;
  - (iii) a receiver, liquidator or judicial manager is appointed over its undertaking or property; or
  - (iv) an order is made or a resolution is passed for its winding up or dissolution without winding up.

## **29. Conflict of Interest**

29.1 Training Providers must ensure that there is no conflict of interest between their obligations as a Training Provider and their personal or other interests. Training Providers must not:

- (a) make use of their position for any personal benefit or create any perception that they are doing so; and/or
- (b) allow their personal relationships or business interests to affect their obligations or influence their judgment in the course of their engagement.

29.2 A Training Provider who wishes to conduct chargeable approved courses at a GRO and is a grassroots leader of that GRO must declare a conflict of interest:

- (a) on an annual basis at the first meeting of such GRO where he is serving; and
- (b) as and when a new actual or potential conflict of interest arises.

The Training Provider's conflict of interest declaration must be approved by such GRO before the Training Provider can conduct chargeable courses there.

29.3 With respect to potential conflicts of interest, Training Providers should:

- (a) take suitable measures to avoid or appropriately deal with any situation which they may have, or be seen to have, any conflict of interest arising out of their relationship with any of the PA's staff and/or course participants; and
- (b) ensure that their financial and other interests and actions do not conflict or appear to conflict with their obligations.

## **30. Political, Religious etc. Activities**

30.1 When conducting approved courses, Training Providers must not:

- (a) promote, conduct or participate in activities of a political nature;
- (b) wear any political emblems or other items likely to be construed as affiliation to any political organization;
- (c) proselytise any particular faith or religion; or
- (d) in any way denigrate or debase a person, group or class of individuals on the basis of race or religion, or create conflict or misunderstanding in Singapore's multicultural and multi-religious society.

30.2 To avoid doubt, this Clause does not restrict or prohibit Training Providers from exercising their right to vote freely or joining any political party as a member.

## PART IV: GENERAL

### **31. Construction**

31.1 Unless otherwise stated, any reference in the PSG to:

- (a) "including" will be construed as "including but not limited to";
- (b) a "person" includes any individual, firm, company, corporation or partnership (whether or not having separate legal personality); and
- (c) "in writing" or "written" means any communication in any written form or means, including by email, fax and letter.

31.2 Part, Section, Clause, paragraph and headings are for ease of reference only.

### **32. Prohibition on Diversion of Business**

PA Operators and PA Trainers must not do anything to solicit, induce or encourage any course participant to move to another centre, school or establishment (whether owned by them or otherwise) that would directly or indirectly benefit that PA Operator or PA Trainer.

### **33. Intellectual Property Rights**

- 33.1 PA Operators and PA Trainers must comply with the provisions of the Copyright Act, Trade Marks Act and all other intellectual property laws that may apply.
- 33.2 PA Operators and PA Trainers must ensure that all course materials and publicity materials are their original work(s) and do not infringe upon any intellectual property rights of third parties.
- 33.3 PA Operators and PA Trainers must apply for and obtain all necessary licenses and/or approvals to use, reproduce or duplicate works or materials. This includes any music, drama, pictures, audio-visual presentations, movie clips, sound recordings, signs, and other representations.

PA Operators and PA Trainers will be solely responsible for any breach of intellectual property laws or regulations. PA Operators and PA Trainers undertake to indemnify the PA Group against all liabilities or expenses arising from any breach of intellectual property laws.

- 33.4 If complaints or allegations of intellectual property infringement are made against a PA Operator or PA Trainer, the PA may suspend any approved course(s) affected by the alleged infringement at its discretion. The PA's decision on such suspension is final and binding.
- 33.5 For uniform branding, the PA Group has the right to use the course name, course description and relevant publication materials across all the GROs as they deem fit.
- 33.6 For customised courses jointly developed by a PA Operator or PA Trainer and the PA Group:
  - (a) the intellectual property rights of these courses will jointly belong to the PA Operator or PA Trainer and the relevant PA Group entity;
  - (b) the PA Operator or PA Trainer acknowledges that:
    - (i) the PA Group is entitled to allow the use of such intellectual property by other parties (including other PA Trainers, PA Operators, service providers and/or partners) to conduct similar courses; and
    - (ii) no licence fees are payable to the PA Operator or PA Trainer for any such usage; and
  - (c) the PA Operator or PA Trainer agrees that the PA Group may assign or license the intellectual property rights of these courses to any party as it deems fit.

To avoid doubt, nothing in these PSG affects a party's right to own or licence intellectual property rights created prior to or independently of these PSG and Service Agreement(s).

#### **34. Insurance**

- 34.1 PA Operators and PA Trainers agree that they may be required to purchase and maintain any insurance coverage at their own cost and expense, as may be specified in a Service Agreement.
- 34.2 PA Operators and PA Trainers who are required to purchase and maintain such insurance must ensure that:
  - (a) the insurance policies specifically include the PA and the relevant GRO as an insured party and there is a waiver of the rights of subrogation in the policies;
  - (b) the insurance policies remain valid and cover the entire duration of the relevant approved course(s); and
  - (c) insurance certificates of all requisite insurance policies are submitted to the PA and/or the relevant GRO by such date as the PA and/or the relevant GRO may specify.

- 34.3 PA Operators and PA Trainers must not do or omit to do anything which may cause the insurance policies to be made invalid (whether in whole or in part).
- 34.4 If any event or incident which may affect the validity and/or scope of coverage of the insurance policies occurs, the PA Operator or PA Trainer must:
- (a) take all reasonable actions to mitigate and minimise the effects of such event or incident and ensure that the insurances remain valid on the same terms and conditions; and
  - (b) inform the PA and the GRO without delay of such event or incident.

### **35. Confidentiality and Personal Data**

- 35.1 PA Operators and PA Trainers must not use, copy, extract or divulge to any person:
- (a) any of the terms of these PSG;
  - (b) any of the terms of their appointment as a PA Trainer/PA Operator;
  - (c) any of the terms of the Service Agreement; or
  - (d) any confidential information obtained by the PA Operator or PA Trainer during their registration or pursuant to any Service Agreement or engagement (including the personal data of course participants),
- without the prior written consent of the PA.
- 35.2 In relation to any personal data obtained and/or held in connection with any Service Agreement(s), PA Operators and PA Trainers must:
- (a) collect and use such personal data only for the purposes of fulfilling its obligations under the PSG and/or the Service Agreement(s);
  - (b) not use or disclose such personal data for any other purpose;
  - (c) take all reasonable measures to ensure that such personal data is protected against loss and against unauthorised or accidental access, use, disclosure or other misuse and that only authorised personnel have access to such personal data (e.g. preventing course participants from looking at the attendance list, not setting up a mobile group chat without the consent of course participants, etc.);
  - (d) not retain such personal data after the completion of the course without the consent of the course participants;
  - (e) notify PA when it becomes aware of a breach of this Clause 35; and
  - (f) cooperate with any of the PA Group's reasonable requests, directions or guidelines in relation to its/his/her handling of such personal data.

- 35.3 For the purposes of this Clause 35, “**personal data**” refers to data, whether true or not, about an individual who can be identified (a) from that data or (b) from that data and other information to which the PA Operator or PA Trainer has or is likely to have access. This includes an individual’s name, age, contact number, NRIC number, email address, photographs and address.
- 35.4 The obligations stated in this Clause 35 continue to be valid and binding on PA Operators and PA Trainers even after their appointment as PA Operator or PA Trainer has expired, lapsed or otherwise terminated.

### **36. Compliance with Laws and PA’s Rules, Directions and Policies**

- 36.1 PA Operators and PA Trainers must comply with all applicable laws and will indemnify the PA Group against all penalties and liabilities for the breach of any such laws.
- 36.2 PA Operators and PA Trainers must also comply with any other relevant rules, directions, policies and instructions issued by the PA and which may be amended by the PA from time to time.

### **37. Quality Management and Audits**

- 37.1 The PA may require PA Operators and PA Trainers to administer surveys for course participants to assess the performance of the PA Operators, the PA Trainers, the PA and/or the GROs. PA Operators and PA Trainers must cooperate with the PA and the relevant GRO in administering such surveys.
- 37.2 If the PA is of the view that a PA Operator or PA Trainer is not conducting the approved course(s) in a satisfactory manner, it may request that the PA Operator or PA Trainer make such necessary improvements.

The PA Operator or PA Trainer must, at its own expense, make such necessary improvements within [21] days of the PA’s request or by such other time as may be agreed with the PA.

- 37.3 The PA Group may conduct audits on PA Operators and PA Trainers in connection with their compliance with the PSG and the Service Agreement(s). Such audits may be conducted by staff of the PA Group and/or independent external auditors.

### **38. Investigations and breaches**

- 38.1 The PA may conduct investigations into a PA Operator’s or PA Trainer’s conduct of approved courses and/or their compliance with the terms of the PSG and the Service Agreement(s).
- 38.2 If the PA is of the view that the PA Operator or PA Trainer may have breached the PSG and/or the Service Agreements, the PA may inform the PA Trainer or PA Operator of the alleged breach(es) and require it to submit a written explanation within 14 days of such notice.

38.3 If the PA determines that the PA Operator or PA Trainer has breached the PSG and/or the Service Agreement(s), the PA may take one or more of the following steps:

- (a) issue a verbal or written warning to the PA Operator or PA Trainer concerned;
- (b) where the breach is capable of remedy, require the PA Operator or PA Trainer to remedy the breach within 14 days from a written notice from the PA to do so. If the said breach is not remedied within the stipulated time, the PA has the right to terminate the Service Agreement(s) or cancel the registration of the PA Operator or PA Trainer by written notice with immediate effect;
- (c) cancel the registration of the PA Operator or PA Trainer;
- (d) direct the PA Operator or PA Trainer to refund all course fees collected to the course participants; and/or
- (e) take such other action as the PA deems necessary.

The PA will not be obliged to provide any reason for taking any step(s) above and the PA's decision is final.

### **39. Termination and Cancellation of Registration**

#### **39.1 Cancellation of registration by the PA**

Notwithstanding anything in the PSG, the PA may (unless otherwise prohibited by law) cancel the registration of the PA Operator or PA Trainer with immediate effect by giving written notice to the PA Operator or PA Trainer if:

- (a) the PA determines that the PA Operator or PA Trainer has breached the terms of the PSG and/or the Service Agreement(s);
- (b) one of the following events occur:
  - (i) where the PA Operator is a company or a limited liability partnership:
    - (A) a receiver or liquidator is appointed over any undertaking or property of the PA Operator;
    - (B) an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the PA Operator; or
    - (C) it is the subject of winding up proceedings;
  - (ii) where the PA Operator is a partnership, the PA Operator is dissolved or has a bankruptcy order made against it;
  - (iii) where the PA Operator is a sole proprietorship, the sole proprietor becomes bankrupt or dies;

- (iv) the PA Trainer is the subject of bankruptcy proceedings, becomes bankrupt or dies; or
- (v) the PA Operator or PA Trainer enters into any composition or arrangements with its creditor(s);
- (c) the PA Operator/PA Trainer is charged with and/or convicted of any criminal offence in a court of law; or
- (d) the PA operator/PA Trainer is found to have submitted any false or inaccurate information in the application form; or
- (e) the PA determines to do so in its reasonable discretion.

The PA Operator or PA Trainer will have no claim for any damages or compensation for any cancellation of its registration in any of the events above.

#### 39.2 Cancellation of registration by PA Operator or PA Trainer

Any PA Operator or PA Trainer may cancel its/his/her registration as PA Operator or PA Trainer by giving the PA at least one month's notice in writing.

#### 39.3 Consequences of cancellation of registration

On the date of cancellation of the registration of the PA Operator or PA Trainer:

- (a) all Service Agreements will automatically be terminated; and
- (b) if such registration was:
  - (i) cancelled by the PA, the PA Operator or PA Trainer must stop conducting all ongoing courses immediately;
  - (ii) cancelled by the PA Operator or PA Trainer, the PA Operator or PA Trainer must complete the current term for its/his/her ongoing courses in accordance with the Service Agreement and the PSG, unless the PA instructs otherwise.

#### 39.4 Termination of Service Agreement

Either the PA Group or the PA Operator/PA Trainer may terminate a Service Agreement by giving the other party one month's prior written notice, provided that where the PA Operator/PA Trainer wishes to terminate the Service Agreement, the PA Operator or PA Trainer must complete the current term for its/his/her ongoing courses in accordance with the Service Agreement and the PSG unless the PA instructs otherwise.

- 39.5 Any termination or cancellation effected in accordance with this Clause 39 is deemed to be fair and lawful. The PA Operator or PA Trainer releases, discharges, waives and undertakes not to sue the PA, its officers, agents or employees for any liability, claims, demands, actions and causes of action whatsoever arising out of such termination or cancellation.



#### **40. Other actions**

Notwithstanding any other provision in the PSG, the PA has the sole discretion to report any relevant matter to the relevant authorities and/or take such other action as may be necessary against any PA Operator or PA Trainer upon the occurrence of any of the following:

- (a) breach of the PSG by the PA Operator or PA Trainer;
- (b) complaints or allegations of intellectual property infringement or inappropriate physical contact are made against a PA Operator or PA Trainer;
- (c) the PA Operator or PA Trainer is charged with and/or convicted of any criminal offence in a court of law; or
- (d) such other reason as the PA may in its reasonable discretion decide.

#### **41. Indemnity**

- 41.1 PA Operators and PA Trainers will fully indemnify the PA Group against any claims, loss, liability, damages, penalties, costs and expenses howsoever arising in relation to or arising out of a breach of the PSG or Service Agreement(s). This includes special, indirect and/or consequential losses such as loss of profits and loss of goodwill.
- 41.2 PA Operators and PA Trainers will also fully indemnify the PA Group against any legal costs (on a full indemnity basis) or expenses of any nature that the PA Group may incur, suffer or sustain in relation to or arising out of a breach of the PSG or Service Agreement(s).
- 41.3 Notwithstanding any provision of these PSG and/or any Service Agreement, these PSG and any Service Agreement entered into constitute a contract for the provision of services and not a contract of employment. Accordingly, each PA Operator and PA Trainer shall be fully responsible for and shall indemnify the PA Group for and in respect of:
  - (a) any income tax, any Central Provident Fund contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the services (i.e. conduct of approved courses). Each PA Operator and PA Trainer shall further indemnify the PA Group against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the PA Group in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
  - (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by that PA Operator (or any of its employees or agents) or the PA Trainer against the PA Group arising out of or in connection with the provision of the services.

#### **42. Set-Off**

The PA may at any time, without notice to the PA Operator or PA Trainer, deduct any sum of money due or owing from the PA Operator or PA Trainer from any sum of money due or which may become due to the PA Operator or PA Trainer under the Service Agreement(s).

#### **43. Remedies**

- 43.1 The rights and remedies of the PA Group under the PSG and the Service Agreement(s) respectively are cumulative and are without prejudice and in addition to any rights or remedies which they may have at law or in equity.
- 43.2 Any exercise by the PA Group of any right or remedy under the PSG, the Service Agreement, at law or in equity will not limit, affect or prevent the exercise by it of any other right or remedy.

#### **44. Waiver**

- 44.1 In no event will any delay, failure or omission on the part of the PA in enforcing any right, power, privilege, claim or remedy (each, a “**Remedy**”), whether under the PSG or Service Agreement(s), at law or in equity or arising from any breach by the PA Operator or PA Trainer:
  - (a) be deemed to be or be construed as a waiver or variation of such Remedy or of any other remedy in the circumstances; or
  - (b) operate so as to bar the enforcement or exercise of such Remedy or of any other remedy in any other instances at any time afterwards.
- 44.2 No waiver of any breach of the PSG or Service Agreement will be deemed to be a waiver of any other or subsequent breach.
- 44.3 Any waiver granted under the PSG or Service Agreement must be in writing and may be given subject to conditions. Such waiver is effective only in the instance and for the purpose for which it is given.

#### **45. Severability**

In the event any provision in the PSG is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it will, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of the PSG and the legality, validity and enforceability of the remainder of the PSG will not be affected.

#### **46. Notices and communication**

- 46.1 The PA’s Lifeskills and Lifestyle Division recruits, prequalifies, and registers individual trainers and training operators to conduct a wide range of courses at GROs, which may include the following categories:
  - (a) Health & Wellness;

- (b) Lifelong Learning;
- (c) Lifestyle & Leisure;
- (d) Education & Enrichment; and
- (e) Sports & Fitness.

The PA's Lifeskills & Lifestyle Division also provides the policy and working framework for the conduct of courses at the GROs.

- 46.2 From time to time, the PA may disseminate important policy and administrative updates to PA Operators and PA Trainers (including revisions to these PSG and certification and upgrading programmes).
- 46.3 The PA will send all notices, updates and other communication to PA Operators and PA Trainers using the contact details which the PA Operator or PA Trainer has provided to the PA.
- 46.4 PA Operators and PA Trainers must promptly notify the PA in writing of any changes to their contact details.
- 46.5 All correspondence to the PA must be via post, fax or email to:

The People's Association  
c/o Lifeskills & Lifestyle Division  
Policy and Administration  
9 King George's Avenue, Singapore 208581  
Email: [PA\\_Talent\\_Times@pa.gov.sg](mailto:PA_Talent_Times@pa.gov.sg)

#### **47. Governing Law**

The PSG and Service Agreements are deemed to be made in Singapore and are governed by and construed in accordance with the laws of the Republic of Singapore.

#### **48. Dispute Resolution**

- 48.1 If a dispute arises out of or in connection with the PSG or the Service Agreement(s):
  - (a) the PA or the PA Operator/PA Trainer must give to the other party written notice of the dispute; and
  - (b) the parties must attempt in good faith to resolve the dispute amicably [within thirty (30) days] of such written notice.
- 48.2 Any dispute which is not resolved within the time period in Clause 48.1(b) may be referred to an advisory committee for review. The PA will take reference from the advisory committee's recommendations in determining how to fully and finally resolve the dispute. Failure to comply with clauses 48.1 and/or 48.2 is a breach of these PSG.
- 48.3 If any issue or dispute arises between a PA Operator/PA Trainer and a course participant, the PA Operator/PA Trainer is to escalate the matter to PA for attention as soon as possible.