

**PRACTISING MANAGEMENT CONSULTANT CERTIFICATION BOARD
PROFESSIONAL CONVERSION PROGRAMME
TERMS & CONDITIONS**

1 Definitions

1.1 In this General Terms and Conditions, unless the context otherwise requires, the following terms and expressions shall have the following meanings:

“Application Form” means the application form submitted by the Host Firm and Trainee to express interest to participate in the Professional Conversion Programme.

“Classroom Training” means the structured classroom training course(s) arranged and conducted by the PMC-CB for the Trainee as part of the Course.

“Course” means the courses and exams conducted by the PMC-CB in preparation for the Trainee to become a certified Practising Management Consultant.

“Course Fee” means the amount of course fee payable for the Course.

“Course Fee Grant” means the grant awarded to the Host Firm by PMC-CB to co-fund the Course Fee incurred by the Trainee. The Course Fee Grant shall be not more than 70% of the Course Fee.

“Host Firm” means any company or business entity that will employ the Trainee as part of the Programme to provide the Trainee with the required consultancy hours to be certified as a Practising Management Consultant.

“Intellectual Property” means all intellectual property rights (including without limitation all copyright, trade marks, rights in confidential information, patents, designs and trade secrets) worldwide, whether arising under statutory or common law, and whether or not perfected, and includes any applications for the foregoing.

“On-the-job Training Period” means the period of time when the Trainee is employed by the Host Firm, in order for the Trainee to acquire practical knowledge and skills relating to management consultancy.

“Professional Conversion Programme” or **“Programme”** means the professional conversion programme comprising both Classroom Training to be provided by the PMC-CB and employment provided by the Host Firm, pursuant to the PMC-CB’s initiative to equip participating trainees with management consulting skills and experience.

“**Parties**” means the PMC-CB, the Host Firm and the Trainee, and “**Party**” means any of them.

“**PMC-CB**” means the Practising Management Consultant Certification Board, and its permitted assigns.

“**Trainee**” means the individual who has been offered and has accepted a place under the Programme.

“**Training Allowance**” means the funding given to the Host Firm to defray against the salary costs incurred by the Host Firm to employ the Trainee during the On-the-job Training Period. The Training Allowance shall be paid for not more than 12 months and capped at 50% of the Trainee’s monthly salary, subject to a maximum of S\$1,600.

1.2 In this General Terms and conditions, unless the context otherwise requires:

- (a) words importing the singular number shall include the plural number, and vice versa;
- (b) the headings to the clauses shall not be taken into consideration in the interpretation or construction thereof;
- (c) references to documents include variations and replacements thereof and supplements thereto;
- (d) references to statutes and other legislation include re-enactments and amendments and amendment, and include any subordinate legislation made under such statute;

2. **Undertakings by the Trainee**

2.1 (a) Application

The Trainee hereby agrees and undertakes as follows:

- (i) all information provided in respect of the Programme (including all information in his/her Application Form) is complete, true and accurate;
- (ii) he/she has not made any contribution to the Central Provident Fund (CPF) for at least 3 months before he/she embarks on the Programme.
- (iii) he/she satisfies the applicable eligibility criteria for the Professional Conversion Programme, and the relevant Course(s). The Trainee hereby undertakes to fulfill all applicable conditions in relation thereto, including

fulfilling the relevant attendance, training, assessment and minimum service period in the relevant industry requirements;

(b) During the Course

The Trainee hereby agrees and undertakes that:

- (i) the Trainee shall conduct himself/ herself in a responsible, competent and professional manner at all times. The Trainee shall not in any way, intentionally, without valid reason, render himself/herself unable or unsuitable to pursue the Course;
- (ii) the Trainee shall observe and abide by the applicable rules and regulations imposed at the venue(s) that the Course or any part thereof is conducted, including any premises at which any On-the-Job Training may be conducted;
- (iii) the Trainee shall be responsible for the proper use and maintenance of all property and facilities belonging to the PMC-CB or any other party for whose premises or facilities are being used for the Course. The Trainee shall be responsible for any misuse of the premises, the property and/or facilities, and for any loss or damage thereto; and

(c) During the On-the-job Training Period

The Trainee hereby agrees and undertakes that:

- (i) the Trainee shall conduct himself/ herself in a responsible, competent and professional manner at all times. The Trainee shall endeavour to acquire skills and knowledge that will allow him to achieve the criteria required to qualify as a Practising Management Consultant.

(d) After the On-the-job Training Period

The Trainee hereby agrees and undertakes that:

- (i) The Trainee shall apply to and be certified as a Practising Management Consultant, by meeting the criteria imposed by the PMC-CB.
- (ii) the Trainee shall be employed in the management consultancy industry for a minimum period of one year after the completion of the On-the-job Training Period.

3. **Undertakings by the Host Firm**

(a) **Application**

The Host Firm hereby agrees and undertakes as follows:

- (i) all information provided in respect of the Programme (including all information in his/her Application Form) is complete, true and accurate;
- (ii) the Host Firm satisfies the applicable eligibility criteria for the Professional Conversion Programme, and the relevant Course(s); and
- (iii) the Host shall co-pay 30% of the Course fee and 50% of the Training Allowance.

(b) **During the Course**

The Host Firm hereby agrees and undertakes that:

- (i) the Host Firm understands and agrees that the Course Fee Grant is payable to the Host Firm subject to the conditions that the Trainee shall have duly attended 100% of the Course, and successfully completed all assessments and/or assignments as required to the satisfaction of the PMC-CB, and duly complied with and observed all applicable terms and conditions to the satisfaction of the PMC-CB. In determining whether the Trainee has fulfilled the conditions, the PMC-CB's decision shall be final.

(c) **During the On-the-job Training Period**

The Host Firm hereby agrees and undertakes that:

- (i) The Host Firm shall ensure that the Trainee is engaged in management consultancy work that will allow the Trainee to meet the criteria to qualify as a Practising Management Consultant.
- (ii) The Host Firm shall ensure that upon completion of the On-the-job Training Period, the Trainee is able to implement appropriate management consulting strategies in different settings.

4. **Indemnity**

- 4.1 The Trainee and the Host Firm shall indemnify and keep the PMC-CB and/or any of their respective subsidiaries, affiliates, licensees, agents, employees and assignees, harmless from and against any claims, damages, costs, judgments, losses or expenses (including reasonable legal fees on an indemnity basis) which may be sustained or suffered by or secured against the PMC-CB and/or any of their respective subsidiaries, affiliates, assignees, licensees, agents, officers, directors or employees arising out of any breach by the Trainee and/or the Host

Firm of any of its covenants, representations, warranties or agreements contained in this Agreement, or arising from this Agreement.

- 4.2 Without prejudice to Clause 4.1, the Trainee and the Host Firm shall refund PMC-CB for any Course Fee, Course Fee Grant, Training Allowance or other monetary grants, payouts, allowances which were disbursed by PMC-CB, in the event of any breach by the Trainee and/or the Host Firm of any of its covenants, representations, warranties or agreements contained in this Agreement, or arising from this Agreement.
- 4.3 To the extent permitted by law, the PMC-CB shall be under no liability whatsoever to the Trainee and the Host Firm or their personal representatives in respect of any loss, damage or injury to life or property howsoever occurring.

5. Intellectual Property Rights

- 5.1 The Parties agree that all rights, title and interests to Intellectual Property in content prepared by the PMC-CB for the Course (except for selected materials licensed from third parties) and/or all other works performed or created pursuant to or in the course of this Agreement shall vest solely in the PMC-CB. The Trainee and/or the Host Firm shall ensure that all rights in such Intellectual Property automatically vests in the PMC-CB as its sole and exclusive property without further payment, and shall do, or procure the doing of, all such acts and things, and the signature of all such documents, as the PMC-CB may require in order to vest such rights in the PMC-CB. Any Intellectual Property created by the Trainee and/or the Host Firm during the On-the-Job Training Period shall be governed by such terms and conditions as may be imposed by the Host Firm.
- 5.2 Notwithstanding Clause 5.1, if any Intellectual Property is retained by the Trainee, the Trainee hereby grants to the PMC-CB a perpetual irrevocable royalty-free license in relation to such Intellectual Property Rights.
- 5.3 This Clause 5 shall survive the expiry or termination of this Agreement.

6. Confidentiality

- 6.1 Any confidential information acquired or obtained by the Trainee or the Host Firm in the course of the Course or in relation to this Agreement shall be kept confidential, and the Trainee or the Host Firm shall not use or disclose such confidential information to any third party without the prior written consent of the PMC-CB. This confidential provision shall survive the termination or expiration of this Agreement.

7. Termination

- 7.1 The PMC-CB may forthwith terminate this Agreement by written notice to the Trainee and the Host Firm in any of the following events:
- (a) if the Trainee or the Host Firm is in breach, or refuses, neglects or fails to comply with any terms and conditions herein, any terms and conditions of the Professional Conversion Programme;
 - (b) if the PMC-CB is reasonably satisfied that the Trainee is guilty of any misconduct to render him/her not suitable to continue with the Course or the On-the-job Training Period.
- 7.2 In event of termination, the Trainee shall forthwith cease to be allowed to participate in the Course or the On-the-job Training period, or any activities in relation thereto and shall be liable to the PMC-CB for all the relevant costs incurred.

8. General Provisions

- 8.1 No amendments: Save as provided herein, this Agreement shall not be altered, changed, supplemented, or amended except by written instruments signed by the Parties hereto.
- 8.2 No Partnership: Nothing in this Agreement shall constitute a partnership between the Parties hereto nor constitute one Party the agent or employee of the other Party or Parties and vice versa.
- 8.3 Assignment:
- (a) All rights and obligations hereunder are personal to the Trainee and Host Firm and the Trainee and Host Firm shall not assign any such rights and obligations to any third party.
 - (b) The PMC-CB shall be entitled to assign any or all its rights and obligations under this Agreement at its discretion.

- 8.4 No Waiver: No failure by any Party hereto to exercise and no delay by any Party hereto in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise by any Party hereto of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy by such Party.
- 8.5 Severance: Any one or more clauses, stipulations or provisions in this Agreement, or any part thereof, which is declared or adjudicated to be illegal, invalid, prohibited or unenforceable under any applicable law in any jurisdiction shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating, vitiating or rendering unenforceable the remaining clauses, stipulations or provisions of this Agreement, and any such illegality, invalidity, prohibition or unenforceability in any jurisdiction shall not invalidate, vitiate or render unenforceable any such clauses, stipulations or provisions in any other jurisdiction.
- 8.6 Notices:
- (a) Any notices, demands or other communications required or permitted to be given or made hereunder to the Trainee or the Host Firm shall be made to any of the contact particulars as set out in Application Form or such other contact particulars as may be provided to the PMC-CB from time to time.
 - (b) Any notices, demands or other communication required or permitted to be given or made hereunder to PMC-CB shall be in writing by prepaid registered post to the registered address of the PMC-CB.
- 8.7 Contracts (Rights of Third Parties) Act: Except for PMC-CB, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms. The rights under the Contracts (Rights of Third Parties) Act are hereby expressly excluded.
- 8.8 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the substantive laws of Singapore. The Parties agree that the courts of Singapore shall have jurisdiction to hear and determine any action or proceeding arising out of or in connection with this Agreement and for that purpose irrevocably submit to the exclusive jurisdiction of such courts.