

Terms of Consent for Data Collection (“Consent Terms”)

Consent for collection of Personal Data for Careers & Skills Passport

When Users of the Careers & Skills Passport give an instruction or consent to SSG to collect the Users’ Data (as defined under the Terms of Consent for Data Collection as amended from time to time and published on <URL> (“Consent Terms”)) from MOM (“Consent”), such Users acknowledge that they have read, understood, and agreed to be bound by the Consent Terms vis-à-vis MOM and SSG. This Consent provided to MOM and SSG shall remain effective until revoked by the Users through a written notice submitted according to the Consent Terms.

1. Definitions

- 1.1 In these Consent Terms, the following words and phrases shall have the respective meanings set out below unless the context otherwise requires:
 - 1.1.1 “**Claims**” means any and all claims, demands, actions, suits and proceedings.
 - 1.1.2 “**Career Health Planning**” includes assisting individuals in gaining insights into their career prospects, improving their job search, developing and maintaining relevant skills through upskilling, and assisting employers in strengthening their workforce development capabilities and prioritising hiring based on transferable skills and experience, ultimately aiming to achieve improved labour market outcomes such as enhanced career security, progression, and wages, through a structured process that includes assessing current career progression, understanding available resources, skills, and experience, setting career goals, and implementing an action plan with regular reviews to ensure ongoing relevance at various life stages and evolving needs.
 - 1.1.3 “**Careers & Skills Passport**” has the meaning set out in the MySkillsFuture Terms of Use.
 - 1.1.4 “**Career Health Planning Services**” means products, tools and/or services relating to, or for the purpose of, Career Health Planning.
 - 1.1.5 “**Data**” means Personal Information of the types of data set out in Annex 1, but excludes all Excluded Data.
 - 1.1.6 “**Losses**” means any and all losses, liabilities, damages and all related costs and expenses (including any and all legal fees on an indemnity basis and costs of investigation, litigation, settlement, appeal, interest, fines and penalties).

- 1.1.7 “**MOM**” means the Ministry of Manpower, which is part of the Government of the Republic of Singapore.
- 1.1.8 “**Operator**” means the person or entity as may from time to time operate the application, website, or electronic platform through which You give consent referred to in these Consent Terms.
- 1.1.9 “**Personal Information**” means data, whether true or not, about an individual (including You) who can be identified from that data, or from that data and other information to which MOM, SSG, or the Operator has or is likely to have access.
- 1.1.10 “**Representatives**”, with respect to MOM or SSG, means:
- (i) the officers, employees and/or professional advisers of MOM or SSG;
 - (ii) the authorised third party agents of MOM or SSG;
 - (iii) the outsourcing partners of MOM or SSG (and their officers, employees, subcontractors and/or professional advisers); and
 - (iv) the service providers of MOM or SSG (and their officers, employees, subcontractors and/or professional advisers),
- where “**professional advisers**” means providers of legal, audit and/or professional consultancy services.
- 1.1.11 “**SSG**” means SkillsFuture Singapore Agency, a statutory board established under the SkillsFuture Singapore Agency Act 2016.

1.2 In these Consent Terms, unless the context otherwise requires:

- 1.2.1 headings are for convenience only and do not affect the interpretation of these Consent Terms;
- 1.2.2 words importing the singular include the plural and vice versa;
- 1.2.3 words importing a gender include any gender;
- 1.2.4 when capitalised, other parts of speech and grammatical forms of a word or phrase defined in these Terms have a corresponding meaning;
- 1.2.5 the words “**include**” or “**including**” shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases or words of like import;
- 1.2.6 any reference to MOM or SSG shall include MOM’s or SSG’s Representatives, as the case may be;
- 1.2.7 the Annexes form part of these Consent Terms and shall have the same force and effect as if expressly set out in the body of the Consent Terms, and any reference to the Consent Terms shall include the Annexes;
- 1.2.8 a reference to a "day" means a calendar day; and

1.2.9 any reference to a time of day is a reference to Singapore time unless otherwise stated.

2. Use of the Careers & Skills Passport

2.1 For the purposes of these Consent Terms, You “**Use**” the Careers & Skills Passport if you use or access any functionality of the Careers & Skills Passport or access or view any Data collected by Careers & Skills Passport, including:

2.1.1 Where You give (or revoke) any consent referred to in these Consent Terms;

2.1.2 Where You give an instruction to update or refresh your Data; and

2.1.3 Where You issue any instruction pursuant to these Consent Terms.

3. Consents

3.1 When You give an instruction or consent to SSG to collect Your Data from MOM to the Careers & Skills Passport, You agree that Clauses 3.1.1 and 3.1.2 shall apply in respect of MOM, SSG, and such instruction or consent.

3.1.1 You acknowledge, consent, agree and authorise MOM to disclose Your Data to SSG, and SSG to collect, use and disclose Your Data from MOM, for any of the following purposes:

- (i) the provision, by SSG to You, of any Career Health Planning Services;
- (ii) managing and preparing reports on any matter relating to the use or operation of any of MOM’s systems, SSG’s systems and related systems and connections;
- (iii) to comply with any applicable laws, rules, guidelines, circulars, practice notes, orders, directions or guidance issued by any governmental and/or regulatory authority in Singapore or in any relevant jurisdiction (“**Applicable Laws**”), or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- (iv) in connection with any claims, actions or proceedings (including drafting and reviewing documentation, obtaining legal advice, and facilitating dispute resolution), and/or to discharge, enforce or defend any of SSG’s contractual or other legal obligations or rights;
- (v) such purposes as set out in SSG’s data governance policies; and/or
- (vi) disclosure to, and use by, SSG’s Representatives during such Representatives’ appointment or employment, and strictly on a need-to-know basis for any of the purposes described in this Clause 3.1.1 and at all times, without prejudice to any requirements under Applicable

Laws which may be applicable to any such disclosure to and/or use by SSG's Representatives.

- 3.1.2 You agree that MOM and SSG may, and acknowledge that MOM and SSG will, rely on each of the above consents and authorisations provided by You under Clause 3.1.1 (collectively, Your "**Data Sharing Consent**").
- 3.1.3 You acknowledge and agree that Your Data Sharing Consent takes effect when You provide SSG with instruction or consent to collect Your Data from MOM to the Careers & Skills Passport and remains valid until revoked by You via a written notice submitted according to the instructions on SSG's or the Operator's website.

4. Disclaimers against Warranty, Representation, and Liability

- 4.1 You acknowledge and agree that all Data is provided by MOM to SSG "AS IS" and the entire risk arising out of the use and disclosure of the Data in connection with the Data Sharing Consent remains with You at all times. In particular, You agree that:
 - 4.1.1 MOM makes no express or implied representation and gives no warranty as to the accuracy or completeness of the Data and MOM shall not have any liability to You or any other person in connection with the use of such Data or for any errors in or omissions from the Data;
 - 4.1.2 MOM is not obliged to update or correct any inaccuracies in any Data; and
 - 4.1.3 You are not entitled to rely upon the accuracy or completeness of the Data and You will rely solely upon Your own verifications to ensure that the Data is accurate and complete.
- 4.2 You acknowledge and agree that:
 - 4.2.1 MOM is under no obligation, nor is MOM able, to verify the authenticity of any instruction or consent given or any activity conducted through Your SSG account, or the identity of the person logging into and using Your SSG account and You agree that MOM may act upon, rely on or hold You solely responsible and liable, as if the same were conducted by You and You further agree that You will not hold MOM responsible or liable, in any way whatsoever, for Losses suffered or incurred by You or any third party if there is any unauthorised use of Your SSG account; and
 - 4.2.2 in particular, MOM disclosing or making available Your Data for the collection of Your Data by SSG may do so based on an instruction or consent given through Your SSG account. In addition, You agree that MOM, in disclosing or

making available Your Data, shall have no liability for any unauthorised use or disclosure of Your Data by SSG.

4.3 You agree that MOM shall not have any liability to You or any other person for or in respect of any Losses or Claims of any kind whatsoever and howsoever caused, whether arising directly or indirectly out of or in connection with any of the following:

- 4.3.1 Your Use of the Careers & Skills Passport;
- 4.3.2 Any collection, processing (including retrieval, storage and/or transmission), use and/or disclosure of any of Your Data (whether by MOM, , SSG, or any other person), including any information, products and/or services provided to You or any other person using Your Data or for which Your Data has been collected by the Careers & Skills Passport;
- 4.3.3 any breach by You of these Consent Terms (including the consents, confirmations, undertakings, representations and warranties provided by You);
- 4.3.4 the accuracy, adequacy, completeness, correctness, currency, timeliness, reliability, availability, performance, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose or continued availability of or in respect of the Careers & Skills Passport or any Data or any other information or data made available by MOM to SSG (or any interruption, delay or error in making available or retrieving such Data or other information or data);
- 4.3.5 any act (including the making available, disclosure, collection, retrieving and/or use of Your Data, as the case may be) taken by MOM in respect of or in connection with your Use of the Careers & Skills Passport which is in accordance with, or for the purposes of giving effect to, any consent or instruction given by You;
- 4.3.6 any virus or other malicious, destructive or corrupting code, programmes or macros in any Data or any other information or data made available or collected using (or in any part of) the Careers & Skills Passport;
- 4.3.7 any cybersecurity breach or cyber-incident in relation to the transmission of data through, or affecting, MOM's systems, SSG's systems, the Careers & Skills Passport or the links between the Careers & Skills Passport and related systems and connections; and/or
- 4.3.8 any decision made or action taken by You or any third party in reliance (directly or indirectly) upon any Data made available or accessible via the

4.4 Without prejudice to the other provisions of this Clause 4, no Claim may be brought by You against MOM, whether under these Consent Terms or in relation to the Careers & Skills Passport or Your Use of the Careers & Skills Passport, more than one year after the date of the act or omission giving rise to such Claim.

5. General

5.1 The invalidity, illegality or unenforceability of any provision of these Consent Terms shall not in any way affect or impair any other provision of these Consent Terms and these Consent Terms shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

5.2 These Consent Terms may, by notice through posting or publishing on the website of SSG, be amended, varied and/or modified with effect on the date specified in such notice. If You continue to Use the Careers & Skills Passport after such date, You are deemed to have accepted such amendment, variation and/or modification. If You do not accept the amendment, variation and/or modification, You must stop Using the Careers & Skills Passport. The right to amend, vary and/or modify these Consent Terms in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Consent Terms.

5.3 No failure on the part of MOM to exercise, and no delay on the part of MOM in exercising, any right or remedy under these Consent Terms shall operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy.

5.4 Any notice or other communications may be sent by MOM or SSG to You by any of the methods set out below and shall be deemed received by You on:

5.4.1 if sent via any print or electronic media, the date of publication or broadcast;

5.4.2 if sent by post or left at Your address as specified in MOM's or SSG's records, the day after such posting or on the day it was left at such address; or

5.4.3 if sent by email to Your email address as specified in MOM or SSG's records, the time recorded by the email server or service which MOM or SSG uses as the time at which the email was sent by MOM or SSG.

- 5.5 You agree that MOM shall have, and may directly enforce, the rights which are granted to MOM (as the case may be) under these Consent Terms.
- 5.6 These Consent Terms shall be governed by, and construed in accordance with, the laws of Singapore. You hereby submit to the exclusive jurisdiction of the courts of Singapore in respect of any matter arising out of or in connection with these Consent Terms.

Annex 1

Data

1. Employment History

- a. National Registration Identity Card (NRIC) number of the User;
- b. Unique Entity Number (UEN) of any entity which currently employs or engages, or previously employed or engaged, the User ("**Employer**");
- c. Name of the Employer;
- d. Industry of the Employer;
- e. Occupation of the User; and
- f. Period of employment or engagement with the Employer;

Please note that the list is subject to changes as MOM may expand the scope of Personal Data made available as part of the Careers & Skills Passport from time to time.