

Terms & Conditions

Issuance

1. The “Skills & Safety Passport(s)” is issued by ASPRI on behalf of the following:
Invista (SINGAPORE) Pte. Ltd.
SHELL Eastern Petroleum (Pte) Ltd
ExxonMobil Asia Pacific Pte Ltd
Seraya Chemicals Singapore (Pte) Ltd
Singapore Refining Co Pte Ltd
(Singapore Petrochemical Complex) /
Petrochemical Corporation of Singapore (Pte) Ltd

Registration

2. By submitting your request for the issuance of skills and safety passport(s) you agree to be bound by the following terms and conditions (the “Terms and Conditions”). All information, materials, representations and data submitted by you through the forms provided and other support documents shall be incorporated herein by reference.
3. The Terms and Conditions herein, and the submission information pertaining to the issuance of the passport(s) shall be construed the entire agreement (this “Agreement”) between ASPRI and you with respect to the Skills & Safety Passport(s).
4. ASPRI reserves the right to amend, at its discretion, term and conditions or any part thereof at any time and without prior notice. Your continued use of the Skills and safety passports after such amendments are made will (in lieu of any other form of agreement) constitute your agreement to such amended terms. These terms and conditions may not otherwise be amended, except in writing consented to by ASPRI. ASPRI shall endeavor to notify you of any such amendment by mail but shall not be obliged to do so.

Basis of company issue

5. The “Skills & Safety Passport(s)” is issued by ASPRI upon complete registration, and the “Applicant company(s)” fulfilling the satisfactory conditions deem necessary for the issuance of the skills & safety passport(s) to the workers registered in the process industry and agreement to the terms and conditions stated herein.

Such conditions are not limited to the Company having

- (i) a system in place that keeps records to support the validation and verification processes needed in provision/sustenance of the Skills & safety Passport system.
- (ii) all support documents necessary to validate the attainment of safety requirements or skill sets set out in this document, and that such documents shall be true and comply with the relevant laws
- (iii) make any payment or part thereof necessary
- (iv) nominated and authorize personnel(s) that will serve to be the key personnel(s) representing the Company and its interest pertaining to the policies, regulations directly or indirectly impose for the Skills and safety passport system. This person(s) shall communicate to any such policies that have a bearing to the intended parties.

6. All communications and materials shall be sent to ASPRI Secretariat office at

No. 1 Science Centre Road
#09-32 The Enterprise
Singapore 609077

7. Submission of request for issuance of the skills and safety passport does not constitute approval of issuance of the safety passports. Upon submission on the prescribed form, ASPRI will issue an acknowledgement of Application for the new issuance. This acknowledgement only serve to ascertain the application for the passports for the designated workers have been received and ASPRI is processing the application. Unless otherwise stated, the processing of the application will take a minimum 7 working days per application. Upon verification and complete processing the application, ASPRI will notify the company's representative for the collection of the safety passports. The acknowledgement would cease to be effect immediately.

Ownership & Use

8. The Skills and safety passport is used by the contractors as a logbook for the registration and verification of all requirements connected with safety and skill training and qualifications. The data in the passport and are important for the safety, skill competency of contractor employees in the oil, gas, petrochemical and chemical industries of Singapore. It shall not be use other than its intending purpose.

9. The skills and safety passport is the non-transferable property of the registered worker.

10. The skills and safety passport must be carried by the registered worker and made available for verification by the appointed officers from the plant owners during work.

Skills & Safety Course List

11. The attach course list prescribe the various safety skills and skill sets recognize by the industry for the Skills and safety passport system, recognize and endorse by the following MNCs (as stated in clause 1).

Invista (SINGAPORE) Pte. Ltd.
SHELL Eastern Petroleum (Pte) Ltd
ExxonMobil Asia Pacific Pte Ltd
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12. ASPRI reserves the right to amend the courses and/or skillsets that is indicated in the list at any point of time without prior notice. Company authorize person may check with ASPRI on the current courses and/or skillsets endorse by the skills and safety passports system from time to time.

Loss / Damage and replacement

13. In the event of loss or damage where replacement of the skills and safety passports is required, a police report must be made and the company is required to submit a Loss Report/Replacement request form and furnished the necessary details and support documents for validation. An administration and replacement charge will be levied per skills and safety passport replaced.

Responsibility

14. The company registered for the skills & safety passport(s) is responsible to update the ASPRI secretariat when any of the following occurs:

- : there is new/addition, expiry of safety or skills certification from their initial registration or from their latest update
- : verification documents are required for revalidation purposes or as when required by ASPRI or authorities
- : when the workers are repatriated, ceases to be an employee of the company or the expiry of their Singapore work permit
- : return the safety passports to ASPRI Secretariat for disposal within 7 working days when the above occurs
- : report any loss/damage passports according to prescribed forms and procedures

*Failing to do so above, the contractors/companies risk not having the MNC support for their renewal and/or new worker quota

15. Any waiver of any term shall also be in writing. Application of waiver is through prescribed form obtained from the ASPRI Secretariat. Authorisation for final approval of waiver is by ASPRI.

Indemnity

16. The Company hereby further expressly agrees

- (i) To indemnify ASPRI from any claims or liabilities, any losses, damages and/or expenses due to any indiscriminate use of the skills and safety passport other than the intended purpose and objectives stated herein.
- (ii) Not to assume false identity, representation in the application and any supporting documents submitted therein. ASPRI shall not be liable for any unlawful or illegal activities associated with such submission or representation. Any such action will render the skills and safety passports invalid regardless whether they have been issued by ASPRI or acknowledgement letter given.
- (iii) That ASPRI reserves the right to use the information submitted in the application and therein in ASPRI's databank as it deems fit without giving prior notice thereof. Such information shall include intellectual property rights claimed by any third parties. ASPRI shall use reasonable endeavour to protect confidentiality and notify your company but shall not be obligated to do so.
- (iv) ASPRI shall not be liable for any delay, default or costs incurred of your operations cause by miscommunication, any delay of processing of applications, electrical power failures, computer and telecommunication equipment failure, acts of God, decrees or restraints by governmental authorities, strikes, war riots and other causes of such nature.

Payment / Cost

17. All skills and safety passport is chargeable at determine rate as attached. Any waiver to charges would be in writing.

18. ASPRI reserves the right to suspend the use of passport where payment obligation is not met.

19. No payment obligation hereunder shall be deemed discharged unless payment is actually received by ASPRI and ASPRI shall not be liable to refund any amounts not actually received by it.

20. ASPRI reserves the rights to set the rates approved by its steering committee. Changes to the cost in effect by giving 2 months notice in writing. The cost indicated are exclusive of any applicable goods & services tax and taxes and/or duties or which may from time to time be imposing in accordance with Singapore law. All such taxes and duties shall be payable by you to ASPRI in addition to the prevailing cost.

21. All payments to ASPRI shall be made free of any withholding or other tax and you agree to pay such additional sum as will enable ASPRI to receive the full payment due to it under this contract notwithstanding the imposition of such withholding or other tax or duty.

22. This agreement is governed by Singapore Law and the parties submit to the exclusive jurisdiction of the Singapore courts. In the event that any term of this agreement is determined to be invalid, unlawful or unenforceable to any extent, the remaining provisions of this agreement shall continue to be valid and enforceable to the fullest extent permitted by law.