

PRIVATE & CONFIDENTIAL

Contract Date : 15/03/2023

Dear LE VAN MINH (A0219739N)

OPPORTUNITY UNDER NUS STUDENT WORK SCHEME (NSWS)

We are pleased to offer you an opportunity to work part-time under the NSWS in the National University of Singapore ("NUS") for the period from 01/03/2023 to 31/03/2024 ("Contract Period").

In consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and NUS agree to conduct the activities based on the terms and conditions set out in this contract ("Contract"): -

1. Assignment

1.1 At any time during the Contract Period, you may be contacted on an ad-hoc basis to perform the work described below on mutually agreed dates and at mutually agreed times (each an "Assignment").

1.2 This Contract does not constitute an employment relationship. You shall not hold yourself out as NUS' agent except where and only in such a manner as expressly permitted by NUS as part of the specific duties of your Assignment. Save as aforesaid, you shall not have any authority to act or sign any document on behalf of NUS, or to conclude any contracts or incur any obligation or liability on behalf of or binding on NUS during each Assignment or at any time during the Contract Period.

1.3 Nothing in this Contract obliges NUS to contact you for any, or any minimum number of Assignments.

2. Job Supervisor, Duties and Department

2.1 You will perform the work of Student Researcher_ Le Van Minh with the DEAN'S OFFICE (SCHOOL OF COMPUTING) under the supervision of Tan Shu Qi .

2.2 Your duties will be as specified in the job description of Job ID J2023030355 as per the job posting.

2.3 All rights, title and interest in any information, materials and/or other intellectual property developed or created by you in the course of the Contract or your Assignment (whether solely or jointly with any employee of NUS) shall vest in and belong to NUS.

2.4 Please note that you are subject to NUS' prevailing policy on maximum working hours per week. The table below provides a summary of the current permitted hours:

Course of Study	Nationality	Maximum Working Hours Per Week	
		Term Time	Vacation Time
Undergraduate & Graduate Coursework	SC/SPR	16#	44
	IS	16	44
Graduate Research	SC/SPR	16#*	Not Applicable^
	IS	16	Not Applicable^

#Exceptions (up to 44 hours/week) are subject to Job Supervisor's discretion

*Exceptions should be negotiated in consultation with the graduate supervisor

+Exceptions (up to 44 hours/week) for eligible and approved Year 5 and 6 PhDs on Student Research Assistant (SRA) Scheme

^Graduate research students are deemed not to have vacation time as they are committed to work on their thesis throughout their period of candidature

2.5 You acknowledge that commitments under this Contract will not be accepted as valid reasons for absence, uncompleted work, late submission of work, or poor academic performance during your period of candidature.

3. Payment Method and Rate

3.1 You will be paid:

\$20 per hour of work

3.2 All timesheets and/or claims must be submitted through the NSWS system or NUS Timesheet Mobile Application for your Job Supervisor's review and approval.

3.3 Payment will be processed and credited to your bank account via interbank GIRO. To avoid unnecessary delays, please ensure that your bank account details in the Education Records System (myEduRec) is updated and valid.

3.4 No Central Provident Fund contributions or other allowances will be payable to you under this Contract and you shall be wholly responsible for any taxes which may be payable out of, or as a result of the receipt of, the monies paid to you under this Contract.

3.5 If you have received gross payment of more than SGD22,000 per calendar year, you will be required to pay Singapore income tax. Please visit the [Inland Revenue Authority of Singapore's \(IRAS\)](#) website for more information.

4. Confidentiality

4.1 You shall not, except during and for the purpose of performance of your duties,

- (a) directly or indirectly make use of, or disclose or permit the disclosure of, any Confidential Information (as defined below) to any third party; or
- (b) copy or reproduce, or permit others to copy or reproduce, in or by any form, media or device, any documents, data or other material, containing or referring to Confidential Information.

4.2 Your obligations to maintain confidentiality and secrecy shall apply during and after the Contract Period, until such time that the Confidential Information has been made public by NUS.

4.3 Upon the termination or expiry of this Contract or at any time upon the request of NUS, you shall destroy or return immediately to NUS upon our request all documents, data or other material (in whatever form or medium) held by you containing or referring to Confidential Information.

4.4 "Confidential Information" means all information (whether recorded or not and in whatever form or media) which are not available to the public, relating to all or any part of the business, property, assets, technology, activities, services, financial affairs, management and administration of NUS, including information relating to NUS' staff, students, donors, alumni, business or academic partners, clients, suppliers and any third party dealing with NUS.

4.5 You shall comply with the Personal Data Protection Act 2012 ("PDPA") and all subsidiary legislation related thereto (collectively "Data Protection Legislation") with regard to any and all personal data (as defined in the PDPA) that you receive from NUS.

4.6 You agree that when dealing with personal data received from NUS, you shall:

- (a) only use personal data in accordance with the purposes for which NUS disclosed the personal data, in accordance with the instructions of NUS or as is necessary for NUS to fulfill its obligations under the Data Protection Legislation;
- (b) take appropriate measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing;
- (c) give NUS notice in writing as soon as reasonably practicable should you be aware of, or reasonably suspect, that any of the events referred to in Clause 4.6(b) has occurred and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
- (d) not retain personal data for any longer than is necessary for the purposes for which NUS disclosed the personal data;
- (e) not to disclose or transfer any personal data received from NUS to any third party without the prior written approval of NUS, and upon such additional terms and conditions which NUS may impose on it for such disclosure or transfer; and
- (f) where the personal data is to be transferred to another country, to not do so unless the consent of the individual whose personal data is to be transferred to another country has been obtained except where an exception to such consent under the PDPA applies. Further, where the personal data is to be transferred to another country, to take any such additional measures as are necessary to secure that personal data is transferred in accordance with the requirements of the Data Protection Legislation.

4.7 Notwithstanding anything to the contrary, you undertake to indemnify and at all times hereafter to keep NUS indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including full legal costs on a solicitor and own client basis) which may be suffered or incurred by NUS or asserted against NUS by any person, party or entity whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of any breach of any of the provisions in this clause.

5. Termination of Contract

5.1 This Contract is subject to you meeting the eligibility criteria for an NSWS job. In the event you cease to be eligible (e.g. on leave of absence, suspended from studies, conversion to part-time studies, expiry of student status, etc.), this Contract shall be terminated automatically with immediate effect.

5.2 This Contract may be terminated by either party **giving one (1) weeks' prior notice** in writing.

5.3 Notwithstanding Section 5.2, the Job Supervisor may terminate this contract with immediate effect if you fail to fulfil your contractual obligations (e.g. compliance to PDPA and NDA), and/or there has been a change in your student status which renders you ineligible to work under the NSWS.

5.4 In the event of a termination of the Contract, you will have up to **1 week** to submit your final timesheet/request for payment for the work done prior to the termination, failing which NUS shall have no further payment obligations to you under this Contract.

6. Code of Conduct

6.1 Notwithstanding that this is not a contract of employment, all students engaged under the NSWS must read and adhere to NUS' Code of Conduct (<http://www.nus.edu.sg/opc/compliance>) in the course of their engagement.

6.2 During the term of the Contract, students are expected to continue to uphold high standards of integrity and honesty as outlined in the Code of Student Conduct (<http://www.nus.edu.sg/osa/resources/code-of-student-conduct>).

7. Conflict of Interest

7.1 Notwithstanding that this is not a contract of employment, all students engaged under the NSWS must read and adhere to NUS' policy on Conflict of Interest.

7.2 If a potential conflict of interest arises at the point of accepting the this offer or during the Contract Period, you must take appropriate action immediately to inform your Job Supervisor and follow-up to submit a declaration of conflict of interest.

8. Other Terms and Conditions

8.1 Notwithstanding that this is not a contract of employment, you shall be bound by and conform with certain of the policies, rules and regulations affecting NUS staff as may be in force and conveyed to you from time to time and which form part of the terms of this Contract. NUS may alter, amend or add to such policies, rules and regulations from time to time and such alteration, amendment or addition shall form part of the terms of this Contract after being conveyed to you.

8.2 The terms of this Contract shall be subject to the governance and constitutional documents of NUS and the provisions of all statutes, regulations, policies, procedures, rules and applicable legislation as may be in force from time to time.

9. Governing Law and Dispute Resolution

9.1 This Contract shall be governed by and construed in accordance with the laws of Singapore and each party agrees to submit to the non-exclusive jurisdiction of the Singapore courts.

9.2 Any dispute or claim arising out of this Contract shall be referred to and finally settled by arbitration in the English language in Singapore pursuant to the Rules of the Singapore International Arbitration Centre by which both parties agree to be bound.

If you decide to terminate this contract, kindly notify me immediately via email within **3 days** of this email. If I do not hear from you by then, you are deemed to have accepted all the stated terms of this contract.

Please contact me if you require clarification on the above.

Yours sincerely

Tan Shu Qi
JOB SUPERVISOR
sq.tan22@nus.edu.sg

Statement of Acceptance of Contract

I have read, understood and accept all the terms and conditions as stated in this Contract dated 15/03/2023.

Student Name : LE VAN MINH

Student No. : A0219739N

Timestamp and Date of Acceptance: 15/03/2023 19:32