

15 August 2021

Munish Kumar  
12 Woodleigh Close  
#02-10  
Blossoms @ Woodleigh  
Singapore 357907

Dear Dr Munish Kumar

**OFFER OF ASSOCIATE CONTRACT**

On behalf of the Singapore University of Social Sciences ("SUSS"), we are pleased to engage you as our **Marker** in the July 2021 semester for **ANL252 Python for Data Analytics**. The terms of engagement are outlined in the Contract annexed to this letter.

If you wish to accept our offer, please indicate your acceptance via the Associate Portal > e-Services > Associate Contract by **29 August 2021**.

Your prompt acceptance is vital to our course planning and scheduling ahead of our students' course registration.

Please do not hesitate to contact the following personnel if you need clarification or further information:

School	Discipline	Contact Person
School Of Business	Analytics	Sow Yun Ying 62489362 yysow@suss.edu.sg

You should have been given a SUSS email account. Please use this designated account for all correspondence with us and your assigned students during the term of this Contract.

We look forward to receiving your acceptance.

Yours sincerely



Sarah Yee  
Director, Academic Services

encs Associate Contract

## **ASSOCIATE CONTRACT**

### **A. Parties**

1. **Singapore University of Social Sciences** (UEN 200504979Z) of 463 Clementi Road, Singapore 599494 (the "University"); and
2. **Munish Kumar** (PI No. M2090099) of 12 Woodleigh Close #02-10 Blossoms @ Woodleigh Singapore 357907 ("Associate")

### **B. Appointment**

1. Associate is appointed as Marker for ANL252 Python for Data Analytics with the University's School Of Business on a part-time basis. **This course will be presented in the evening.** Associate shall be responsible to the Head of Programme.
2. This Contract is a fixed term contract. The duration of this Contract shall be from 26 July 2021 and end on 26 September 2021 (the "Term").
3. Associate shall undergo and complete such training that the University requires of its associates so as to provide a consistent and positive education experience to the University's students.

### **C. Working Hours and Duties**

1. Associate's hours of work will be in accordance with the schedule which will be provided by the University. However, the days, times and hours which Associate is required to work may vary during the Term depending upon demand.
2. Associate will play an active role in the academic direction of courses including teaching, research, academic assessment and academic administration. In particular, Associate shall carry out the duties set out in Schedule 1 to this Contract and such other duties assigned by the Head of Programme from time to time.
3. Associate shall not cancel, postpone or alter the day, time or place of the meeting of a class without the prior approval of the Head of Programme.

### **D. Remuneration**

1. Associate shall be remunerated at the gross rate of pay set out in Schedule 2 to this Contract (the "Remuneration").
2. Central Provident Fund ("CPF") contributions and such other lawful deductions will be made on Associate's Remuneration in accordance with the prevailing rules and regulations of the CPF Board. The net Remuneration will be credited into the Associate's account.
3. In the event that University or Associate withdraws from this Contract after its issuance but before it comes into effect, University, if it is satisfied that Associate has commenced preparatory work towards the Contract, at University's sole discretion, may agree to pay the Associate such amount of honorarium as it deems fit, provided that Associate delivers up to University all course and other materials prepared by Associate in the course of preparing to perform Associate's duties under the Contract. For the avoidance of any doubt, any such discretionary honorarium as the University may decide to pay herunder shall neither create any relationship of employer-employee between University and Associate nor constitute any payment obligation arising under this Contract.

**E. Annual Leave**

1. Subject to the qualifying conditions under Part IV of the Employment Act ("EA"), Associate will be entitled to paid annual leave in proportion to the yearly entitlement of a similar full-time employee of the University, based on his/her working hours during the Term. This annual leave entitlement will be encashed at the end of the Term in accordance with Clause E.2 below.
2. In respect of annual leave accrued in the January semester, payment of the encashed annual leave will be made on 24 July of that year. In respect of annual leave accrued in the July semester, payment of the encashed annual leave will be made on 24 January of the following year.

**F. Public Holidays**

1. Associate will be entitled to paid public holidays pro-rated based on his/her working hours during the Term.
2. This entitlement will be encashed at the end of the Term and paid in accordance with the payment cycles specified under Clause E.2 above.

**G. Sick Leave**

1. Subject to the qualifying conditions under the EA and Clause G.3 below, Associate will be entitled to paid sick leave in proportion to the yearly entitlement of a similar full-time employee of the University, based on his/her working hours during the Term.
2. In the event of absence on account of sickness or injury, Associate must inform the University the reason for his/her absence as soon as possible and must do so no later than the end of the working day on which absence first occurs. Associate shall conduct a make-up class when required, without receiving additional payment, for the class that he was absent for on account of sickness or injury.
3. Entitlement to paid sick leave shall be subject to notification of absence and production of a medical certificate from a medical practitioner.

**H. Medical Benefits**

Subject to the qualifying conditions under the EA, Associate will be entitled to reimbursement of medical consultation by a medical practitioner, subject to a cap of S\$30 per semester.

**I. Other Benefits**

Associate will be entitled to maternity, paternity and childcare leave, as applicable, provided he/she fulfils the qualifying conditions under the EA and Part III of the Child Development Co-Savings Act.

**J. Confidentiality**

1. "Confidential Information" means this Contract and all information (whether recorded or not, and if recorded, in whatever form on whatever media and by whomsoever recorded) relating to all or any part of the business, property, assets, technology, activities, services, financial affairs, management and administration of the University, including without limitation, information relating to the University's officers, staff, students, donors, business or academic partners, clients, suppliers and any third parties dealing with the University but shall not include information or

material which (a) is now or becomes generally available to the public other through a breach of Associate's confidentiality obligations herein; (b) was known to Associate on a non-confidential basis prior to disclosure or availability to him/her pursuant to his/her appointment under this Contract; or (c) Associate is required to disclose pursuant to any judicial order or law.

2. Confidential Information shall at all times remain the property of the University. Associate shall not, during or after the Term, except in the course of performing duties under this Contract and in furtherance of the business of the University; (a) directly or indirectly make use of, disclose, communicate or permit the disclosure or communication to any person of any Confidential Information; or (b) copy or reproduce in any form or by or on any media or device (or permit others to copy or reproduce) documents, data or other material containing or referring to Confidential Information.
3. Upon request by the University, Associate shall return immediately all documents (including copies), data storage devices and other material (in whatever medium) held by him/her containing or referring to Confidential Information.
4. Associate shall indemnify and keep indemnified and hold harmless the University against all losses, damages, costs or expenses which the University may incur as a result of any unauthorised disclosure or use of Confidential Information by Associate.

**K. Personal Data Protection**

1. Associate shall only collect, use and handle personal data in accordance with the provisions of the Personal Data Protection Act 2012 ("PDPA") and the personal data protection policy of the University and solely for the purpose of fulfilling his/her duties under this Contract.
2. Without affecting the generality of Clause K.1 above, Associate shall observe the standard operating procedures in relation to the collection, use and handling of personal data set out in Schedule 3.

**L. Intellectual Property**

1. Associate shall not infringe any intellectual property right of a third party or applicable intellectual property law in the course of performing his/her duties under this Contract. In the event such infringement occur, Associate will indemnify and keep indemnified, the University, its officers, staff and agents from and against any liability, action, claim, or loss or demand including legal costs on a full indemnity basis arising out of such infringement.
2. All intellectual property in any materials provided by the University to Associate for or in connection with the performance of his/her duties under this Contract (including but not limited to course and lecture notes, handouts, curriculum, syllabi, reading lists and course books) are the sole and exclusive property of the University.
3. If the University requires Associate to conduct and/or deliver tutorials, lectures, seminars and/or talks for e-courses in the course of or as part of his/her duties, Associate grants the University an irrevocable, royalty-free right to record such tutorials, lectures, seminars and/or talks delivered by Associate ("Recorded Material"); and to publish, distribute and disseminate the Recorded Materials to its students and for educational purposes via any digital and/or electronic means of transmission now known or subsequently developed. For the avoidance of doubt, the Recorded Materials shall be the property of the University.
4. All rights, title and interest in any information materials and/or other intellectual property developed

or created either solely by Associate or jointly with any employee or associate of the University in the course of Associate's performance of duties under this Contract and/or with the resources owned by the University ("Work Products") shall belong to the University subject to any pre-existing rights in any information, materials and/or other intellectual property owned by a third party or Associate ("Third Party Materials") which the Associate may have incorporated into the Work Products. To the extent that the Associate uses or incorporates any Third Party Materials in the development or creation of the Work Products, Associate shall grant the University, or ensure the University is granted, where necessary, a perpetual, non-exclusive and royalty-free licence to use the same. Associate shall not disseminate any Work Products or teaching materials incorporating Third Party Materials to students via any means or format but shall only use such Work Products and/or materials for teaching and learning purposes.

**M. External Activity**

1. Any external activity engaged in by the Associate must not interfere with the fulfilling of Associate's duties and responsibilities to the University which are implied by this Contract.
2. Any external employment, self-employment, working partnerships or consultancy work entered into by Associate shall be declared to the University. The University shall conduct an on-going review of such external activities to determine if they conflict with the interests of the University or if they would interfere with the fulfilling of Associate's duties and responsibilities to the University. If the University reasonably determines that a conflict/interference exists, it reserves the right to request Associate to cease the relevant external activity and/or terminate this Contract in accordance with the terms herein.

**N. Termination**

1. This Contract may be terminated by either party giving not less than two (2) weeks' prior written notice to the other party.
2. The University may terminate this Contract forthwith upon written notice to Associate if he/she (a) breaches any of the terms of this Contract or any rules, regulations and policies of the University applicable to the Associate; or (b) is charged with or convicted by a court of law of any offence which in the opinion of the University is likely to bring the University into disrepute; or (c) is, in the opinion of the University, guilty of insobriety, misconduct or gross impropriety; or (d) is certified mentally or physically unfit for service upon examination by a qualified medical practitioner appointed by the University, where the University has reasonable grounds to require such examination; or (e) becomes bankrupt or makes any composition or enter into any arrangement with his/her creditors; or (f) fails to secure or maintain any consent, permit or visa required by law to enable Associate to enter and reside in Singapore to perform his/her duties under this Contract.
3. If this Contract is terminated, Associate shall (a) be paid the Remuneration and encashment of leave under Clauses E and F up to the effective date of termination; and (b) shall deliver up to the University all Confidential Information and proprietary documents, papers, formulae, drawings, data, reports and notes and all software, equipment, identity cards and keys furnished to Associate by the University, if any.
4. Associate shall not continue to represent to or hold himself/herself out to third parties as being associated or affiliated with the University in any way after the expiration or termination of this Contract.

**O. General Provisions**

1. This Contract is governed by and shall be construed in accordance with the laws of Singapore and the parties submit to the exclusive jurisdiction of the courts of Singapore.
2. The provisions in the University's rules set out below are incorporated herein by reference and made a part of this Contract. They may be viewed under "General Information" on the University's Associate Faculty Portal at <http://www.suss.edu.sg/associate>. These rules are subject to periodic review by the University and the University reserves the right to amend the provisions from time to time. Without prejudice to the foregoing, the provisions of this Contract may not be amended except by a written agreement between the parties.
  - (a) Handbook for Singapore University of Social Sciences Associates;
  - (b) Copyright Rules Applicable to Educational Institutions; and
  - (c) Terms of Use of the University's email account services
3. Any person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

### **Description of Duties**

#### **Appointment: Marker (OCAS)**

1. Grade and return all assignments within established guidelines.
2. Conduct plagiarism checks and surface suspected plagiarism cases to the HoP.
3. Provide clear, constructive, and thorough written comments on each student's assignment.
4. Adhere to evaluation guidelines and policies as determined by the University.
5. Enter marks and maintain student records according to established guidelines.

The performance of these duties will require attendance in addition to class contact hours.

**Remuneration**

Associate's gross rate of pay shall be:

Fee Type	5CU	Payment Schedule
Marker fee (ECA)	SGD50 per script	24 Jan (following year)
Marker fee (Exam - 2hrs)	SGD15 per script	24 Jan (following year)
Marker fee (Exam - 3hrs)	SGD20 per script	24 Jan (following year)
Marker fee (GBA)	SGD30 per script	24 Jan (following year)
Marker fee (TMA)	SGD30 per script	24 Jan (following year)
Marker fee (Test)	SGD15 per script	24 Jan (following year)



**PERSONAL DATA PROTECTION  
STANDARD OPERATING PROCEDURES**

Associate undertakes to observe the following standard operating procedures in relation to the collection, use and handling of personal data in the course of performing his/her duties:

1. Associate will only collect, use or disclose an individual's personal data (including an image of an identifiable individual captured in a photograph or video) if Associate has informed the individual of the specific purpose for collection before or at the point of collection ("data collection notice") and has obtained the individual's written consent;
2. Associate must ensure that the purpose for collection is appropriate and reasonable and shall not use the personal data collected for a different purpose;
3. Associate will provide the data collection notice whenever new data is collected from an individual or whenever the personal data already held by the University is used for a new purpose;
4. Associate will keep confidential all personal data collected by him/her and shall not share personal data unless written consent from the relevant individual has been obtained. Associate will use the "bcc" field when mass emailing to students and/or members of the public to mask other recipients' email addresses;
5. Associate will keep all paper and digital records containing personal data securely to ensure that the data cannot be accessed or viewed by anyone not authorised to do so; and
6. When the personal data is no longer required for the specified purpose(s) for which it was collected, Associate will dispose of the personal data securely and/or in accordance with the University's Personal Data Protection Policy (<https://www.suss.edu.sg/privacy-policy>). Personal data should not be kept for any longer than is necessary. When personal data is to be deleted or disposed of, Associate shall ensure that confidentiality is maintained.
7. If disclosure of personal data outside of Singapore is necessary for or in connection with the Services, Associate shall seek the prior written consent of the University.