

13 August 2021

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

Dear Dr Munish Kumar

**OFFER OF AGREEMENT FOR SERVICES**

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 **ANL488 Business Analytics Applied Project**. 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 **27 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 Agreement for Services

## **AGREEMENT FOR SERVICES**

**THIS AGREEMENT** is dated **13 August 2021** and entered into between:

- 1. SINGAPORE UNIVERSITY OF SOCIAL SCIENCES** (Company Registration Number 200504979Z), a company limited by guarantee incorporated in the Republic of Singapore with its registered address at 463 Clementi Road, Singapore 599494; (the “University”); and
- 2. Munish Kumar** (PI No. M2090099) of 12 Woodleigh Close #02-10 Blossoms @ Woodleigh Singapore 357907 (“Service Provider”)

**IT IS AGREED** as follows:

### **1. Engagement of Service Provider**

- 1.1 Service Provider agrees to provide certain services in respect of the University’s courses more particularly set out in Schedule 1 to this Agreement (the “Services”).
- 1.2 Service Provider’s engagement under this Agreement will commence on the date specified in Schedule 1 (the “Effective Date”).
- 1.3 The Services will be provided based on the timelines specified in Schedule 1 or as otherwise agreed in writing between the University and Service Provider from time to time.

### **2. Obligations of Service Provider**

- 2.1 Service Provider undertakes to exercise diligence, skill and care whilst performing the Services, which shall be executed and delivered based on professional principles and practices normally accepted in the higher education industry.
- 2.2 Service Provider shall, prior to commencing the Services, complete the training modules specified by the University at <https://canvas.suss.edu.sg>, which training is deemed necessary by the University in order for Service Provider to provide a consistent and positive education experience to its students.
- 2.3 Service Provider will not be subject to direction by the University as to the manner in which the Services will be provided but shall consult with and seek approval from the University’s authorized representative for the Services as specified in Schedule 1. For the avoidance of doubt, Service Provider may cause third party sub-contractors to perform any of the Services provided that any such delegation shall first be approved in writing by the University and Service Provider shall not be relieved of his/her obligation under this Agreement by reason of such delegation.
- 2.4 Service Provider will, at his/her own expense, provide all materials and equipment necessary for the provision of the Services.
- 2.5 Service Provider shall bear personal liability for any loss, liability or costs incurred by the University or any other person in respect of the provision of the Services by Service Provider or personal injury to Service Provider. Service Provider hereby indemnifies the University against any loss, liability or costs incurred by the University in relation to the provision of the Services by Service Provider.

- 2.6 In providing the Services, Service Provider shall observe the University's rules set out below which are incorporated herein by reference and made a part of this Agreement:

- 2.6.1 Handbook for Singapore University of Social Sciences Associates;
- 2.6.2 Copyright Rules Applicable to Educational Institutions; and
- 2.6.3 Terms of Use of SUSS's email account services.

These rules 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.

### **3. Payment for Services**

- 3.1 In consideration for the provision of the Services and subject always to the proper and satisfactory completion of the Services as confirmed in writing by the relevant Head of Programme of the University, the University agrees to pay Service Provider the fees in the amount and manner specified in Schedule 2 (the "Fee"). The Fee is exclusive of any applicable goods and services tax that may be payable by the University for the Services.
- 3.2 The University shall pay the Fee by bank transfer to a bank account designated by Service Provider in writing and within the timelines for payment as specified in Schedule 2. All bank charges and exchange rate fluctuations in connection with telegraphic bank transfers shall be borne by Service Provider. The University shall be entitled to make deductions or deferments on the Fee in respect of any disputes or claims whatsoever with or against the Service Provider in relation to the Services.
- 3.3 The University shall have no further financial obligations other than the Fee. Service Provider shall be responsible for all expenses incurred in providing the Services and the University shall be under no obligation to reimburse Service Provider for such expenses.
- 3.4 At the written request of Service Provider, payment of the Fee may be made directly by the University to an entity or person designated by Service Provider to receive payment on his/her behalf (the "collection agent"). For the avoidance of doubt, payment by the University to the collection agent shall constitute a good and valid discharge of the University's payment obligations herein.

### **4. Status of Service Provider**

- 4.1 Service Provider is an independent contractor in the provision of the Services and shall have no authority to enter into any contract or agreement to bind the University.
- 4.2 Service Provider is solely responsible for payment of any income or other taxes as a self-employed person in connection with the provision of the Services. In the event that withholding taxes are imposed by any relevant government authority on any payments due under this Agreement, Service Provider shall bear and pay all such withholding taxes. The University shall deduct such taxes from the payments due to Service Provider, pay the withheld taxes to the relevant government authority and forward the balance net amount (i.e. after deductions of any applicable withholding taxes) to Service Provider without any obligation to gross up such payment or pay Service Provider any amount so withheld. The University shall provide Service Provider with documents and/or evidence of payment of such withholding tax made to the relevant government authorities as soon as reasonably practicable, if requested.

### **5. Personal Data Protection**

- 5.1 Service Provider consents to the University holding and processing personal data relating to Service Provider. Service Provider agrees that the University may process and disclose such personal data internally and, so far as is reasonably necessary, externally for the purposes of complying with statutory or regulatory requirements, meeting the University's legitimate interests, properly conducting the University's business, complying with this Agreement and for all purposes in connection with Service Provider's engagement under this Agreement. All such personal data will be processed in accordance with the Personal Data Protection Act 2012 ("PDPA") and "personal data" shall have meanings given to them in the PDPA.
- 5.2 Service Provider shall only collect and use personal data in the course of providing the Services solely for the purposes of and in connection with the provision of the Services and fully comply with the provisions of the PDPA. Without prejudice to the generality of the foregoing, Service Provider undertakes to observe the standard operating procedures for personal data protection set out in Schedule 3.
- 5.3 Service Provider will indemnify and keep indemnified, the University, its officers, employees and agents from and against any liability, action, claim, or loss or demand including legal costs on a full indemnity basis arising out of any infringement by him/her of the provisions of the PDPA.

## **6. Confidentiality**

- 6.1 Service Provider undertakes to keep confidential and not disclose to any third party, nor to use Confidential Information (defined below) or any part thereof for any purpose other than for the performance of his/her obligations under this Agreement, unless:
- 6.1.1 The information is in the public domain or has become readily available to the general public through no fault of or breach of the confidentiality obligations hereunder by Service Provider;
  - 6.1.2 it can be established by tangible evidence that the information was independently collated or developed by Service Provider who has received the information without use (directly or indirectly) of the Confidential Information or breach of his/her confidentiality obligations hereunder;
  - 6.1.3 the information is required to be disclosed by law or court order provided the University is given advance written notice of such requirement of disclosure; or
  - 6.1.4 the University gives its prior written consent to Service Provider for the release to any third party of the Confidential Information.
- 6.2 For the purpose of this Agreement, "Confidential Information" means the terms of this Agreement, all information disclosed (whether in writing, orally, or by any other means) by the University to Service Provider for the purpose of, and leading to, the execution of this Agreement, or information disclosed (whether in writing, orally, or by any other means) by the University to Service Provider, to which Service Provider has access during the term of this Agreement, and any information which is proprietary and confidential to the University including, but not limited to, information concerning or relating, in any way whatsoever, to any of its business, affairs, operations, know how, processes, finances, budgets, financial statements, accounts, trade secrets, secret, sensitive or confidential information which relates to its business, information which relates to the University's officers, staff or students (including personal information of its officers, staff or students), or any information and material which is either marked confidential or is by its nature intended to be exclusively for the knowledge of the recipient alone.

## **7. Intellectual Property**

- 7.1 Service Provider shall not infringe the intellectual property rights of any third party in performing his/her obligations under this Agreement. Service Provider will indemnify and keep indemnified, the University, its officers, employees 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.
- 7.2 Service Provider hereby declares that he/she is fully aware that all materials (hereinafter “the Materials” which definition shall include but not be limited to course and lecture notes, handouts, curriculum, syllabi, reading lists and course books) provided by the University for provision of the Services are the property of the University and that the intellectual property rights in all materials are wholly owned by the University. Service Provider undertakes to observe all relevant laws, rules and regulations relating to lawful use of intellectual property rights, including the University’s prevailing policies and regulations on copyright.
- 7.3 All rights, title and interest in any information, materials and/or other intellectual property developed or created either solely by Service Provider or jointly with any employee of the University in the course of his/her performance of the Services (“Work Products”) shall vest in and 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 Service Provider (“Third Party Materials”) which Service Provider may have incorporated into the Work Products. To the extent that Service Provider uses or incorporates any Third Party Materials in the performance of the Services, or the development or creation of the Work Products, Service Provider shall grant the University, or ensure the University is granted, where necessary, a perpetual, non-exclusive and royalty-free license to use the same. Service Provider further agrees to provide the University with any assistance which the University may require to obtain patents or copyright registrations, including the execution of any documents submitted by the University. The Service Provider 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 associated in connection with the Services.
- 7.4 If Service Provider is required to conduct and/or deliver tutorials, lectures, seminars and/or talks in the course of providing the Services or if the scope of the Services requires the Service Provider to record lessons for e-courses, the Service Provider grants the University an irrevocable, royalty-free right to record such tutorials, lectures, seminars and/or talks delivered by Service Provider (the “Recorded Materials”); and to publish, distribute and disseminate the Recorded Materials to its students and for educational purposes via any digital and/or electronic means now known or subsequently developed. For the avoidance of doubt, the Recorded Materials shall be the property of the University.
- 7.5 Service Provider shall not make use of the University’s trademarks, trade names and service marks nor shall it publicize the Service Provider’s performance of Services without the University’s prior written consent.

## **8. Term and Termination**

- 8.1 Subject to clause 8.2, this Agreement shall remain valid from the Effective Date for the period stated in Schedule 1.
- 8.2 This Agreement may be terminated:
- 8.2.1 by either party giving one (1) month's prior written notice to the other party;

8.2.2 by the University forthwith upon written notice to Service Provider if:

- (a) Service Provider breaches and/or fails to perform any terms of or obligations under this Agreement and fails to remedy such default to the reasonable satisfaction of the University within fourteen (14) days of the date of the University's written notice to Service Provider specifying the breach and requesting remedy;
- (b) there is misconduct by Service Provider or if Service Provider is charged with or convicted by a court of law for any offence which in the opinion of the University is inimical to its interests; or
- (c) any regulatory consent, permit or visa required by law to enable Service Provider to enter, reside in Singapore for purposes of providing the Services is not approved, cancelled or terminated by the relevant regulatory authorities.

8.3 In the event of a termination of this Agreement, the University shall only be liable to Service Provider in respect of Service Fee for the Services provided by him up to the effective date of termination.

8.4 Upon termination or expiration of this Agreement, Service Provider shall deliver up to the University all Confidential Information and all software, equipment, identity cards and keys furnished to the Service Provider in connection with the Services, if any. Service Provider shall not continue to represent 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 Agreement.

8.5 Termination of this Agreement shall be without prejudice to any other rights and remedies that a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of any party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. This Clause 8.5 and Clauses 2.5, 5, 6, 7, 9.3 to 9.6 shall survive the termination or expiration of this Agreement

## **9. General Provisions**

9.1 Save as otherwise provided herein, Service Provider may not assign his/her rights or obligation under this Agreement with the University's prior written consent.

9.2 Neither party shall be liable for any loss or damage for delay or non-performance due to causes outside its reasonable control. In the event of any delay resulting from such causes the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or non-performance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

9.3 This Agreement together with its schedules and annexes contain the entire understanding of the parties with respect to the subject matter hereof and may not be amended except by a written agreement between the parties.

9.4 Any notices to be given shall be in writing and may be served personally or by registered post, facsimile or email transmission addressed to the party to be served at its address shown on page one of this Agreement or such other address and numbers as may from time to time be notified in writing to the other party hereto. Any such notice shall be deemed to have been received (a) if hand delivered when delivered; (b) if given by registered post two (2) business days after the same

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has been posted; and (c) if given by facsimile or email transmission at the same time as it is dispatched, provided no error message is generated by the transmitting device.

- 9.5 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.
- 9.6 This Agreement shall be governed by the laws of Singapore and the parties submit to the exclusive jurisdiction of the courts of Singapore.

**Scope Of Services**

A. Effective Date: 26 July 2021  
End Date: 19 December 2021

B. Description of Services

**Course:** ANL488 Business Analytics Applied Project

**Course Type:** This course will be presented in the evening.

**Appointment: Capstone Marker/Project Marker**

1. Mark and grade Project Proposals submitted by assigned students.
2. Assess the suitability of assigned students in continuing the project through a fourpage interim report submitted by the assigned students, where required.
3. Mark and grade Project Reports/Capstone Project Reports submitted by assigned students.
4. Attend, mark and grade the Oral Presentations, where required.

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



**Fees**

Service Provider shall be paid as follows:

Fee Type	10CU	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 (Examiner)	SGD100 per script	24 Jan (following year)
Marker fee (Final Report)	SGD150 per script	24 Jan (following year)
Marker fee (GBA)	SGD30 per script	24 Jan (following year)
Marker fee (Oral)	SGD50 per script	24 Jan (following year)
Marker fee (Proposal)	SGD50 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**

Service Provider undertakes to observe the following standard operating procedures in relation to the collection, use and handling of personal data in the course of performing the Services:

1. Service Provider 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 Service Provider 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. Service Provider must ensure that the purpose for collection is appropriate and reasonable and shall not use the personal data collected for a different purpose;
3. Service Provider 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. Service Provider 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. Service Provider will use the "bcc" field when mass emailing to students and/or members of the public to mask other recipients' email addresses;
5. Service Provider 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, Service Provider will dispose of the personal data securely and/or in accordance with the University's Privacy 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, Service Provider shall ensure that confidentiality is maintained.
7. If disclosure of personal data outside of Singapore is necessary for or in connection with the Services, Service Provider shall seek the prior written consent of the University.