

**NANYANG TECHNOLOGICAL UNIVERSITY (NTU)
INTERNSHIP TERMS AND CONDITIONS
FOR COMPANIES OFFERING CREDIT-BEARING INTERNSHIPS TO NTU STUDENTS**

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The NTU internship program is a structured talent development program that involves the partnership of both Nanyang Technological University (“NTU”) and the Company in the co-training and development of NTU students to be prepared for work as prospective employees in various industries.

The definitions of terms referred in this document are as follows:

The company providing the internship also referred to as “Company”, is the organization that is identified to participate in this internship program and to provide internship arrangement for NTU students.

The Faculty Supervisor also referred to as “FS”, is a faculty member who oversees a student’s learning experience, welfare, and progress throughout the student’s internship period.

The Company Supervisor also referred as “CS”, is a member of the Company who supervises and guides students during their internship.

The Career & Attachment Office also referred as “CAO”, is the central office in NTU that coordinates all internship activities of the internship students and the Company.

Respective School also referred as “School”, is the academic school in NTU that is responsible for all the respective academic activities of the students, and this would also include credit bearing internship of the student with the company.

NTU the University also referred as “NTU”, is the collective entity comprising “School”, “CAO” and “FS”.

NTU Student who is attending the internship at a Company also referred as “Intern”, is a matriculated* student of NTU who is eligible for enrolment and participation in the internship program.

By participating in the NTU Internship Program, the Company agrees to provide relevant internship work opportunities for the Intern(s) and shall comply strictly with the terms and conditions of the internship program below (“**these Terms**”).

1. INTERNSHIP WORK ARRANGEMENTS

1.1 INTERNSHIP TYPE AND PERIOD

NTU provides credit-bearing internship arrangements as a part of its academic curriculum requirement to all its full and part-time matriculated students. The period of internship varies across different programs according to its students' respective program curriculum needs.

The period of internship including the start and end dates of internship must be adhered to in accordance with stipulated NTU Schedule of Attachment & Internship Programs schedule that is found in the NTU academic calendar. Companies must consult the respective schools' internship schedule or NTU Career & Attachment Office (NTU CAO) for the most updated internship period.

1.2 STUDENTS IN INTERNSHIP

Credit-bearing internship is open to all NTU students which includes both local and international students. For the avoidance of doubt, international students who are full-time matriculated students and holding a valid Student Pass issued by the Immigration and Checkpoints Authority (ICA) are not required to apply for Employment Pass and/or Work Permit for the internship.

1.3 INTERNSHIP ALLOWANCE AND MICELLANEOUS COSTS

Internship is a workplace learning arrangement between the Company and the Intern; and it is not an employment agreement. The internship allowance is a discretionary allowance provided by the Company to help interns defray their daily transportation and meal expenses for the duration of the internship. Internship allowance is exempted from Central Provident Fund (CPF) contributions.

The Company must clearly communicate the amount of internship allowance (stipend) and time to pay to the Intern at the time of interview and the internship offer to the Intern. The terms of the offer must be accepted in writing by the student.

The internship allowance stipulated during the offer shall exclude cover for additional allowance for extra overtime or over weekend or public holiday(s). The Company will have to seek the agreement of the Intern in respect of any additional allowance as remuneration for extra overtime or over weekend or public holiday(s).

The Company shall not require Interns to always pay any personal out-of-pocket for any purchases and/or transactions by monetary or in kind on behalf of the Company at all times.

All payment(s) of the agreed internship allowance must be made within seven (7) calendar days from the agreed allowance pay-out period. Should the Company fail to make any payment due to the Intern by the Company pursuant to the internship, NTU CAO shall have sole discretion to

terminate the said internship without notice and the Company agrees that it shall have no recourse whatsoever thereof.

1.4 WORKING HOURS

The Company must communicate its expected normal working hours clearly to the Interns at the time of its offer. Pursuant to the Manpower (MOM) Employment Act; Interns shall not work more than 8 hours in one day or more than 44 hours in one week. If the Company requires the Intern to work beyond the agreed working hours, they must seek written consent from the Intern, subject to a limit of no more than 12 working hours in a day; and the total overtime must not exceed 72 hours per month.

For overtime work by the Intern, the Company is expected to pay the Intern for the additional hours of work beyond the agreed normal working hours, inclusive on rest days or public holidays, at a rate of no less than one-and-a-half times the Intern's hourly basic rate of pay or days off-in-lieu. The Company must also grant the Intern at least one (1) full day of rest (which is not paid) within a calendar week.

1.5 INTERNSHIP LEAVE MATTERS

1.5.1 OUTPATIENT MEDICAL LEAVE

Medical Leave are allowed for Interns enrolled in full-time internship only and must be supported by medical certificate issued by an approved medical practitioner registered at the Singapore Medical Council or a local medical authority (in the case of overseas internships). Interns are expected to inform the Company about the medical leave. The Company shall allow the Intern up to a maximum number of outpatient medical leave based on the internship duration as in the table below.

| Internship Duration | Max. Allowable Outpatient Medical Leave (Number of Days) |
|----------------------------|---|
| 10 weeks | 2 |
| 20 weeks to 30 weeks | 5 |

Any additional outpatient medical leave required by the Intern shall be referred to NTU.

1.5.2 HOSPITALIZATION LEAVE

If the Intern is admitted for hospitalization leave during the internship period, they MUST inform NTU CAO and the School for review immediately. NTU CAO and the School shall review each hospitalization leave matter on a case-by-case basis. Should Interns whose hospitalization period taken has substantial impact on the internship and Intern's learning, CAO and the School may advise the intern to exit from the internship program until full recovery.

1.5.3 ANNUAL LEAVE

NTU does not facilitate any annual leave in respect of the internship. Subject to the applicable laws and regulations, the Company may facilitate an annual leave arrangement with the Intern in accordance with the Company's policies. Such leave arrangements agreed during the period of internship MUST be communicated clearly to the Intern(s) in writing at the time of offer.

1.5.4 SPECIAL LEAVE

Special leave may be granted under exceptional circumstances subject to the appropriate assessment by the Company and NTU CAO shall in connection with the Intern's request. Such exceptional circumstances may include, but not limited to the following:

- a. Reservist In-camp Training.
- b. Representing Singapore or NTU in sports, cultural events, and competitions etc.
- c. Compassionate reasons affecting an Intern's direct family member. A direct family member for an unmarried person includes paternal and maternal grandparent and/or step-grandparent, parent and/or stepparent and sibling(s). For a married person, direct family member will include the above for unmarried person and including spouse, children (natural, step and adopted), parent-in-law and sibling(s) of spouse.
- d. Intern's own marriage
- e. Taking examination of failed modules in NTU (applicable to graduating Interns only)

1.6 OVERSEAS WORK TRIP AND VISA APPLICATIONS

All credit-bearing internship programs, unless otherwise stated otherwise, are deemed as local internship to be served within Singapore only. In the event where the Intern is required to perform any work pursuant to the internship overseas, the Company MUST notify the School and CAO immediately and the Company shall comply with the following undertakings:

- a. The Company MUST obtain NTU's written approval for any overseas work trip during the period of internship. Such approval shall be sought with the School and NTU CAO at least 10 working days prior to the overseas work trip.
- b. The Company must carry out reasonable due diligence on the country where the overseas work trip will take place, taking into consideration that certain countries may have border restrictions that do not permit inbound travel for reasons of internship. The Company shall be responsible for ensuring that appropriate travel arrangements for the overseas work trip are made to enable the Intern to enter and carry out the internship in the foreign country legally.
- c. Destination of the proposed overseas work trip during the period of internship MUST be evaluated by the Company for health and security risks. The Company must conduct such risk assessment and share with and NTU CAO and the School their evaluation. The Company and/or the Interns must be prepared to take full responsibility for any expenses incurred, cancellation and delay in academic studies due to unforeseen circumstances should the trip application is approved by NTU.

- d. The Company shall exercise its duty of care on the safety, well-being of the Intern for any overseas work trip during the period of internship, and these obligations include the Company providing, at its own expense, supporting documents for valid visa application and exit/entry requirements for the Intern throughout the trip. Any accident or significant incident which occurs during the overseas work trip MUST be reported to the School and NTU CAO immediately.
- e. The Company agrees that NTU reserves the right to approve or reject any overseas work trip during the period of internship, without any reasons whatsoever.

1.7 INSURANCE COVERAGES DURING INTERNSHIP

All NTU full-time *matriculated** students (both local and international) are covered by NTU's Group Personal Accident Insurance scheme and Public Liability Insurance scheme while they are participating in credit-bearing internships. Interns who are on Leave of Absence (LOA) are NOT covered by the said insurance.

The Company acknowledges that any changes to the start and end dates of the internship may affect the Intern's insurance coverage. Hence, the Company MUST contact and seek NTU CAO's approval if there are changes to the start and end dates of the internship to ensure adequate insurance coverage for the Intern.

The Company shall have a duty of care to ensure the safety and wellbeing of the Intern. The Company shall not request any Intern to sign an indemnity form or legally binding documents relating to any indemnification or waiver of rights. Where the need arises whether due to the risks of the scope of work, working environment or otherwise, the Company shall procure, at its own expense, requisite insurance policies to ensure adequate insurance coverage for the Intern during the period of internship.

In a local credit-bearing internship arrangement, NTU insurance scheme does not provide insurance coverage for any working trip(s) outside of Singapore. The Company MUST, at its own expense, provide additional overseas insurance coverage for the Intern, where necessary.

**An NTU student is considered matriculated only when they have made full settlement of all relevant NTU related course fees for the academic period when they participate in credit bearing internship.*

1.8 COMPANY WORKPLACE POLICY AND BENEFITS

The Company shall provide the Intern(s) the same leave and benefits in accordance with its Human Resources (HR) policies and guidelines. In the absence of such policies and guidelines, the Company MUST comply with all applicable laws and regulations, including the Employment Act, Work Injury Compensation Act and Ministry of Manpower guidelines, and these salient terms shall be included clearly in writing in the internship agreement with the Intern(s).

1.9 DISCIPLINARY ISSUES DURING INTERNSHIP

All disciplinary issues relating to the conduct of the Intern must be first referred to NTU immediately by notifying the FS, School and NTU CAO. NTU will be solely responsible for conducting all necessary investigations with the relevant representatives of the Company and the Intern. The Company shall provide reasonable co-operation to the investigation to enable NTU to make the necessary assessment and findings.

The investigation shall be concluded in consultation with all relevant parties; and NTU shall, in its sole discretion, decide on further action(s) to be taken.

2. INTERNSHIP SCOPE OF WORK

The scope of internship provided by the Company MUST fulfil all the following requirements:

- a. It must be able to provide valuable aspects relevant to the Intern's study program and align with the Intern's skillsets and competencies.
- b. The Company must provide sufficient structure and rigor that will enable Interns to achieve the intended learning outcomes as provided in the internship opportunity description and/or outline.
- c. Provide appropriate level of supervision, pre-training and coaching support that is necessary for the Intern to perform in the expected role.
- d. Provide fair and appropriate workload and/or work scope in accordance with intern's capacity abilities within the stipulated internship period.
- e. Able to relevantly enhance the intern's skills value after the workplace exposure.
- f. Subjected to review and approval by NTU.

The Company) MUST clearly communicate any changes in the scope of work pertaining to the internship to NTU and/or the Intern immediately. If the Company fails or neglects to do so, NTU reserves the right to terminate the internship and the Company shall have no recourse against NTU and/or the Intern whatsoever.

3. INTERNSHIP SUPERVISION AND ASSESSMENT

3.1 COMPANY SUPERVISOR

The Company is responsible to appoint (or assign) a Company Supervisor (CS) at the time of internship offer to each assigned intern. The CS is a person of responsibility and a qualified individual in the Company who can adequately supervise, guide, coach and assess the interns' progression throughout the internship period. They must possess the relevant depth of technical experience and expertise to impart the necessary skill sets to the Interns; and to ensure that the Interns are provided with a safe learning environment.

The CS will be the key contact person between NTU and the Intern's assigned FS throughout the internship period. He is responsible to work with the Intern at the onset to derive their scope of internship work, approving their Detailed Training Plan (DTP), learning outcome,

review sessions including feedback, and meeting with the FS for the respective Intern's performance review.

The Company MUST notify NTU CAO immediately if there is a change to the CS and such an individual shall be approved by NTU prior to the change taking effect.

3.2 INTERNSHIP ASSESSMENT

The Company, by agreeing to participate in a credit-bearing internship program, shall be committed to ensuring completion of all required assessments in a timely fashion within the program's stipulated timelines.

As this is a credit-bearing internship, the CS must assess the Intern(s) periodically in accordance with the required assessment structure with reference to their expected internship outcome as agreed in the Detailed Training Plan submission. The assessment will contribute towards the grading system that will determine the final grade for the Intern.

All assessments will be managed in confidence and shall not be divulged without prior permission from NTU.

4. INTERNSHIP WORK ENVIRONMENT

4.1 INTERNSHIP WORKPLACE AND WORK ENVIRONMENT

A purposeful and appropriate work environment that is in compliance with all necessary Singapore statutory requirements is paramount to this internship program; and this shall include adequate workspace, facilities and necessary factors that would facilitate the Intern's working and learning development. The Company shall provide a workplace environment which includes but no limited to the following requirements:

- a. Have a respectful and professional work environment that is free of any form of discrimination, harassment, and abuse.
- b. Emphasize workplace safety; and providing adequate safety preparation in accordance with MOM and/or any relevant statutory safety standards requirements.
- c. Clear communication of any safety requirements including provision of safety training, briefing, guidelines, and equipment(s)/gear to Interns; and ensuring that they are sufficient competent in the handling and/or management of such equipment and/or component under strict supervision.
- d. Ensure that clear emergency response protocol and/or procedures are properly communicated and understood by the Interns through their respective CS.

4.2 WORKPLACE SAFETY & HEALTH

Under the Workplace Safety & Health Act, all companies must, as far as reasonably practicable, protect the safety and health of employees, including interns. In addition, there are specific industry sectors where companies assume the responsibility to ensure that their

employees, including interns, attend and pass the required safety orientation courses before they engage in work.

Companies **must** ensure that interns are:

- a. Properly briefed on the workplace/company's health and safety protocols/guidelines at the start of their internship / during the orientation program;
- b. Properly briefed on the relevant safety and health requirements prior to performing any specific task or function in the workplace;
- b. Provided with the necessary personal protective equipment such as respirator protection, footwear/gear;
- c. Guided and reminded of the risks and safety precautions; including where relevant for field activities or those conducted overseas;
- d. Supervised by trained and experienced personnel while performing their tasks;
- e. **Not** placed in any high risk /dangerous situation at the workplace which are assigned for more competent workers.

The Companies must promptly notify NTU if the student is unable to perform their job/task in a safe manner or is unsuitable to wearing the necessary personal protective equipment.

In the event of accidents or incidents happening during the internship, companies must render the appropriate assistance to ensure the interns' safety and **immediately** report the matter to the NTU FS and/or NTU CAO.

4.3 WORKPLACE APPARATUS, TOOLS, AND EQUIPMENT

The Company **MUST** provide all necessary tools and resources e.g., computer laptop, software(s) and equipment etc. required by the Intern(s) to perform their assigned tasks and/or project effectively. The Intern(s) shall not be expected to source equipment or use their own personal equipment for the purpose of the internship.

4.4 REPORTING OF WORKPLACE INCIDENTS

The Company **MUST** notify the NTU FS and NTU CAO of any issues or incidents whether it is caused by the Intern or the Company in connection with the internship.

NTU together with the Company's human resource (HR) representative(s) and/or CS shall make the necessary assessment through a joint investigation to decide and take actions in accordance with the relevant statutory requirement(s). If the reported incident is related to disciplinary concerns, please refer to Item 1.9.

5. MISCELLANEOUS

5.1 PERSONAL DATA PROTECTION ACT (PDPA)

The Company shall comply with all its obligations under the Singapore Personal Data

Protection Act 2012 (“**PDPA**”) and directions or guidelines which Singapore Personal Data Protection Commission (“**PDPC**”) may issue from time to time.

The Company shall only process, use or disclose the Intern’s Personal Data:

- a. strictly for the purpose of fulfilling its obligations under the internship; and provided always that it has obtained the relevant individual’s consent for such processing, use or disclosure;
- b. with the Intern’s prior written consent; and/or
- c. when required by law or an order of court but shall notify the Intern and NTU as soon as practicable before complying with such law or order of court at its own costs.

The Company’s data privacy obligations thereof shall stay in force indefinitely even after the expiry or termination of the internship.

5.2 COMMUNICATION AND FEEDBACK

When requested by NTU as part of its partnership development, the Company shall provide feedback and relevant communications to NTU within a reasonable time.

5.3 TERMINATION OF PARTICIPATION

The Company may terminate its participation in the internship program by providing six (6) months of advance notice in writing to NTU CAO. Such termination shall only take effect for the succeeding internship placement cycle, and it shall not affect any current Intern serving the ongoing internship with the Company or an Intern who has already accepted an internship offer by the Company but has yet to have commenced the internship.

NTU may terminate the internship program arrangements with the company:

- a. in the event of the Company being in breach of any material term of the internship;
- b. in the event the Company has been engaged or is engaging in any activity whatsoever that may expose NTU to any sanction, prohibition, restriction, law or regulation;
- c. in the event NTU is of its sole opinion that the Company has abused the purpose of the internship program; and failed to deliver the intended learning outcome of the program;
- d. in the event the Company:
 - (i) has a receiver, manager, judicial manager or an administrator appointed on behalf of a creditor over all or a substantial part of its assets;
 - (ii) enters into an arrangement or compounds or convenes a meeting with its creditors;

- (iii) being a Company, passes a resolution to enter into liquidation or the courts make an order that the Company be compulsorily wound up (other than for the purposes of amalgamation or reconstruction);
- (iv) is subject to the supervision of the court, either involuntarily or otherwise;
- (v) ceases or threatens to cease for any reason whatsoever to carry on its business; or
- (vi) is unable to pay its debts as defined in the Insolvency, Restructuring and Dissolution Act 2018 (No. 40 of 2018) or takes or suffers any similar action in consequence of debt.

Where the internship program is terminated by NTU, NTU shall have the sole discretion to seek alternative placement for the affected Intern(s) without consultation with the Company, and NTU and/or the Intern shall have no liability whatsoever to the Company in respect of such termination.

5.4 ASSIGNABILITY

The Company shall not assign any right or novate, charge, delegate, sub-license, or sub-contract any obligation or otherwise dispose of or transfer any of its rights or obligations of the internship program without the prior written permission of NTU.

5.5 FORCE MAJEURE

For purposes of the internship program, a Force Majeure Event is an event which is a circumstance or event beyond the reasonable control of NTU or the Intern which prevents or delays NTU or the Intern from observing or performing an obligation under the internship program. Such circumstance or event shall include, without limitation, industrial actions or labor disputes, civil unrest, war or threats of war, criminal or terrorist acts, government actions or regulations, telecommunication or utility failures, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, widespread travel restrictions of persons or goods, inclement weather and general failure of public utility or transportation (each, a **"Force Majeure Event"**).

NTU or the Intern prevented or delayed in the performance of its obligations under internship program by a Force Majeure Event shall give written notice thereof to the Company, specifying the matters constituting the Force Majeure Event, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue.

NTU or the Intern shall not be liable for any failure to perform its obligations under the internship program if the failure results from a Force Majeure Event.

If the Force Majeure Event shall continue for a period exceeding three (3) months from the date of the notice of such Force Majeure Event, NTU may terminate the internship program by written notice to the affected Party.

5.6 LIMITATION OF LIABILITY

NTU shall not be liable to the Company for any loss of profit (actual or anticipated), loss of use, loss of production, loss of contracts, loss of opportunities, loss of revenue, cost of capital, costs of replacement, loss of goodwill, loss of reputation, loss of information or data, loss from any third party contracts, loss due to business interruption, loss of interest, loss of power, cost of purchased or replacement power, contractual claims from third parties or any indirect, incidental, special or consequential losses or damages arising from or in connection with its performance or non-performance under this internship program and whether based upon contract, tort, or any other legal theory. This shall apply to the benefit of the NTU's personnel and the NTU's affiliate.

5.7 USE OF NAMES

The Company shall not make any official press release, announcement or other formal publicity relating to the transactions which are the subject matter of this internship program without first obtaining in each case, the prior written consent of NTU.

5.8 DISPUTE RESOLUTION

Any disputes arising out of or in connection with the internship program and/or these Terms, including any question regarding its existence, validity, or termination, shall in the first instance be resolved through meeting(s) between senior representatives of the Company and NTU.

The Company hereby agree to submit irrevocably to the exclusive jurisdiction of the Courts of the Republic of Singapore to settle all disputes in connection with this Agreement.

5.9 GOVERNING LAW

These Terms, including its validity and interpretation and the merits of any dispute or claim arising out of or relating to this Agreement, shall be governed by the laws of Singapore.

5.9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP53B)

The Company does not intend that any right, benefit or remedy of any kind or character whatsoever or any right to enforce these Terms shall, by virtue of the Contracts (Rights of Third Parties) Act (Cap 53B) or otherwise, be conferred on any person who is not named as a participating party to the internship program, and no person shall be deemed to be a third party beneficiary under or by reason of these Terms.

5.10 COMPLIANCE WITH APPLICABLE LAWS

The Company agrees to comply with any relevant laws, regulations, by-laws, rules and guidelines applicable to it in the participation of this internship program and/or these Terms.

COMPANY ACKNOWLEDGEMENT

By acknowledging and accepting this electronic Agreement through NTU Internship Management System – InPlace, the Company has read, fully understands, and agrees with all the terms and conditions mentioned in the aforesaid in relation to the Company's obligations in respect of its participation in NTU's internship program.