

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

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NTU credit-bearing internship is a structured talent development programme that involves the partnership of both Nanyang Technological University ("NTU") and the Internship Organization(s) in the co-training and development of NTU students, thereby preparing them for work as prospective employees in various industries.

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

Internship Organization(s) or "IOs": An Internship Organization is an organizational entity that may represent a business, organization(s), a group of companies, government ministries or agencies, non-profit organization or societies etc. that participates in an internship programme with NTU. An internship arrangement between NTU and the organization(s) is where NTU places a student with the organization(s) for the purpose of learning and development and the organization(s) willing to undertake the responsibility to train the student for a definite period. There are no financial obligations between NTU and any organization(s) for any WIE programme and internship. The student intern hired by an organization(s) should not displace any regular employee.

Faculty Supervisor also referred as "FS", is a faculty member who oversees a student's learning experience, welfare and progress throughout the student's internship period.

Organization(s) Supervisor also referred as "OS": An Organization(s) Supervisor is a member of the Internship Organization and/or an assigned expert who is expected to guide, supervise and assess the intern's performance during the internship period.

Career & Attachment Office (CAO): CAO is the central office in NTU that facilitates student career preparation, learning and development, and employability. The role of CAO in internships is to set policies and procedures on the internship programmes with schools, facilitate internship placements, coordinate the internship process, and provide support to students to complete their internship successfully.

NTU School: They are the NTU academic entity that is responsible for the academic training and application of the students. They are the curator and decision maker in respective to the academic choices of the students. Internship is a credit-bearing academic programme in NTU where each school is an owner of the discipline's internship module.

NTU Student who is attending the internship at an Internship Organization(s)also referred as "Intern", is a matriculated student of NTU who is eligible for enrolment and participation in the internship programme.

By participating in the NTU Internship Programme, the Internship Organization(s) agrees to provide relevant internship work opportunities for the Intern(s) and shall comply strictly with the terms and conditions of the internship programme below ("these Terms").



1. INTERNSHIP WORK ARRANGEMENTS

1.1 INTERNSHIP TYPE AND PERIOD

NTU provides credit-bearing internship arrangements as part of its academic curriculum requirement to all its full and part-time matriculated students. The period of internship varies across different programmes according to its students' respective programme 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 Programmes 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 include 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 Internship Organization(s) and the Intern; and it is not an employment agreement. The internship allowance is a discretionary allowance provided by the Internship Organization(s) 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 Internship Organization(s) 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.

Internship allowance stipulated during the offer shall exclude cover for additional allowance for extra overtime or over weekend or public holiday(s). The Internship Organization(s) 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 Internship Organization(s) shall not require Interns to pay any personal out-of-pocket for any purchases and/or transactions by monetary or in kind on behalf of the Internship Organization(s).

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 Internship Organization(s) fail to make any payment due to the Intern by the Internship Organization(s) pursuant to the internship, CAO shall have sole discretion to terminate the said internship without notice and the Internship Organization(s) agrees that it shall have no recourse whatsoever thereof.

1.4 WORKING HOURS

The Internship Organization(s) 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 Internship Organization(s) 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 Internship Organization(s) 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 Internship Organization(s) must also grant the Intern at least one (1) full day of rest (which is not paid) within a calendar week.

1.5 INTERNSHIP AGREEMENT

Internship Organization that has agreed to accept interns in accordance to agreed scope and work terms are expected to outline their offers to the invited interns through an internship agreement. The internship agreement must be duly accepted by the invited intern.

An internship agreement may take the form of an internship offer letter, an internship agreement or an internship contract etc.

1.6 INTERNSHIP LEAVE MATTERS

1.6.1 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 Internship Organization(s) about the medical leave. The Internship Organization(s) 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.

1.6.2 HOSPITALIZATION LEAVE

If the Intern is admitted for hospitalization leave during the internship period MUST inform CAO and the School for review immediately. 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 will require the intern to exit from the internship programme until full recovery.

1.6.3 ANNUAL LEAVE

NTU does not facilitate any annual leave in respect of the internship. Subject to the applicable laws and regulations, the Internship Organization(s) may facilitate an annual leave arrangement with the Intern in accordance with the Internship Organization(s)'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.

NTU in occasions will organize career fairs and events for graduating students or final year students. These events are arranged to help our students in securing graduate employment. We would strongly encourage with discretion by the employers to make such provisions to allow our students to take time off to attend the events if requested.



1.6.4 SPECIAL LEAVE

Special leave may be granted under exceptional circumstances subject to the appropriate assessment by the Internship Organization(s) 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 stepgrandparent, 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)

1.7 OVERSEAS WORK TRIPS AND VISA APPLICATIONS

All credit-bearing internship programmes, 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 Internship Organization(s) MUST notify the School and CAO immediately and the Internship Organization(s) shall comply with the following undertakings:

- a. The Internship Organization(s) MUST obtain the School's written approval for any overseas work trip during the period of internship. Such approval to be sought with the School with notice to CAO at least 10 working days prior to the overseas work trip.
- b. The Internship Organization(s) 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 Internship Organization(s) shall be responsible to ensure 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 Internship Organization(s) for health and security risks. The Internship Organization(s) must conduct such risk assessment and to inform CAO and the School with their evaluation. The Internship Organization(s) must be prepared to take full responsibility of any expenses incurred. Any trip returning delay that will result in delay in resumption of academic studies must seek written approval from the school.
- d. The Internship Organization(s) shall have the 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 Internship Organization(s) providing, at its own expense, supporting documents for valid visa application and exit/entry requirements for the Intern the throughout trip. Any accident or significant incident which occur during the overseas work trip MUST be reported the School and CAO immediately.
- e. The Internship Organization(s) agrees that NTU reserves the rights to approve or reject any overseas work trip during the period of internship, without any reasons whatsoever.

1.8 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 internship. Interns who are on Leave of Absence (LOA) are NOT covered by the said insurance.

The Internship Organization(s) acknowledges that any changes to the start and end dates of the internship may affect the Intern's insurance coverage. Hence, the Internship Organization(s) MUST contact and seek



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 Internship Organization(s) shall have a duty of care to ensure the safety and wellbeing of the Intern. The Internship Organization(s) 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 Internship Organization(s) 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 Internship Organization(s) MUST, at its own expense, provide for 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.

1.9 INTERNSHIP ORGANIZATION(S) WORKPLACE POLICY AND BENEFITS

The Internship Organization(s) shall accord to 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 Internship Organization(s) 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).

1.10 DISCIPLINARY ISSUES DURING INTERNSHIP

All disciplinary issues relating to the conduct of the Intern must be first referred to CAO and the School immediately by written notification. NTU will be solely responsible to conduct all necessary investigations with the relevant representatives of the Internship Organization(s) and the Intern. The Internship Organization(s) shall provide all necessary co-operation to the investigation to enable NTU to make the required fair assessment and findings.

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

2. INTERNSHIP SCOPE OF WORK

The scope of internship provided by the Internship Organization(s) MUST fulfil all the following requirements:

- a. It must be able to provide valuable aspects in relevant to the Intern's study programme and align with the Intern's skillsets and competencies.
- b. The Internship Organization(s) 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 needed 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 enhances the intern's skills value after the workplace exposure.
- f. Subjected to review and approval by NTU.

The Internship Organization(s) MUST clearly communicate any changes in the scope of work pertaining to the internship to NTU and/or the Intern immediately. If the Internship Organization(s)



fails or neglects to do so, NTU reserves the right to terminate the internship and the Internship Organization(s) shall have no recourse against NTU and/or the Intern whatsoever.

3. INTERNSHIP SUPERVISION AND ASSESSMENT

3.1 INTERNSHIP ORGANIZATION(S) SUPERVISOR

The Internship Organization(s) is responsible to appoint (or assign) an Internship Organization(s) Supervisor at the time of internship offer to each assigned intern. The Organization Supervisor is a person of responsibility and a qualified individual in the Internship Organization(s) who can adequately supervise, guide, coach and to assess the interns' progression throughout the internship period. They must possess the relevant depth of technical experiences 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 Organization Supervisor will be the key contact person between NTU and the Intern's assigned FS throughout the internship period. He/she 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 Internship Organization(s) MUST notify NTU CAO immediately if there is a change to the Organization Supervisor and such individual shall be approved by NTU prior to the change taking effect.

3.2 INTERNSHIP ASSESSMENT

The Internship Organization(s) by agreeing to participate in a credit-bearing internship programme, shall be committed to ensure completion of all required assessment in a timely fashion within the programme stipulated timelines.

3.2.1 As this is a credit-bearing internship, the Organization Supervisor 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.

3.2.2 The internship is co-assessed with an assigned faculty supervisor and part of the assessment would require the faculty supervisor making at least 2 onsite visits to the internship students. The organization is required to provide the necessary support to facilitate such visits.

4. <u>INTERNSHIP WORK ENVIRONMENT</u>

4.1 INTERNSHIP WORKPLACE AND WORK ENVIRONMENT

A purposeful and appropriate work environment that follows all necessary Singapore statutory requirements is paramount to this internship programme; and this shall include adequate workspace, facilities and necessary factors that would facilitate the Intern's working and learning development. The Internship Organization(s) 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 abuses.



- b. Emphasize on workplace safety; and providing adequate safety preparation in accordance to 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 Organization Supervisor.

4.2 WORKPLACE APPARATUS, TOOLS AND EQUIPMENT

The Internship Organization(s) 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 for equipment or use their own personal equipment for purpose of the internship.

4.3 REPORTING OF WORKPLACE INCIDENTS

The Internship Organization(s) MUST notify the NTU Faculty Supervisor and NTU CAO on any issues or incidents whether it is caused by the Intern or the Internship Organization(s) in connection with the internship.

NTU together with the Internship Organization(s)'s Human Resource (HR) representative(s) and/or Organization Supervisor 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. OTHERS

5.1 PERSONAL DATA PROTECTION ACT (PDPA)

The Internship Organization(s) 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 Internship Organization(s) 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 Internship Organization(s)'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 Internship Organization(s) shall provide feedback and relevant communications to NTU within a reasonable time.



5.3 TERMINATION OF PARTICIPATION

The Internship Organization(s) may terminate its participation in the internship programme by providing six (6) months of advance notice in writing to 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 Internship Organization(s) or an Intern who has already accepted an internship offer by the Internship Organization(s) but has yet to have commenced the internship.

NTU may terminate the internship programme arrangements with the Internship Organization(s) if:-

- (a) in the event of the Internship Organization(s) being in breach of any material term of the internship.
- (b) in the event the Internship Organization(s) 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 Internship Organization(s) has abused the purpose of the internship programme; and failed to deliver the intended learning environment and/or outcome of the programme.
- (d) in the event the Internship Organization(s):-
 - (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 an Internship Organization(s), passes a resolution to enter liquidation or the courts make an order that the Internship Organization(s) 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.
 - (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 programme is terminated by NTU, NTU shall have the sole discretion to seek alternative placement for the affected Intern(s) without consultation with the Internship Organization(s), and NTU and/or the Intern shall have no liability whatsoever to the Internship Organization(s) in respect of such termination.

5.4 ASSIGNABILITY

The Internship Organization(s) 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 programme without the prior written permission of NTU.



5.5 FORCE MAJEURE

For purposes of the internship programme, 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 programme. 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 programme by a Force Majeure Event shall give written notice thereof to the Internship Organization(s), 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 internship programme 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 programme, by written notice to the affected Party.

5.6 LIMITATION OF LIABILITY

NTU shall not be liable to the Internship Organization(s) 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 <u>its</u> performance or non-performance under this internship programme 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 Internship Organization(s) shall not make any official press release, announcement or other formal publicity relating to the transactions which are the subject matter of this internship programme without first obtaining in each case, the prior written consent of NTU.

5.7 DISPUTE RESOLUTION

Any disputes arising out of or in connection with the internship programme 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 Internship Organization(s) and NTU.

The Internship Organization(s) 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.



5.8 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 Internship Organization(s) 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 programme, 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

•	Organization(s) applicable to it is	•	 ,	, ,	, ,

For Internship Organization(s)Use:

<Internship Organization(s) Name>, with UEN Code: <UEN Code>, has read, and fully understood and agree with all the terms and conditions mentioned in the aforesaid in relation to the Internship Organization(s)'s obligations in respect of its participation in NTU's internship programme.

Signature	
Signed by (Full Name of Signatory)	:
Joh Docignation of Signatory	
Job Designation of Signatory	•
Date of Signing	:
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For NTU CAO Use:

CAO acknowledges the above signatory and endorses the application of <Internship Organization(s) Name> enrolment in NTU Internship Programme; and acknowledges the Internship Organization(s)'s obligation to adhere to the programme's stipulated terms and conditions.

Signature	•
Signed by (Full Name of Signatory)	:
Job Designation of Signatory	:
Date of Signing	: