

**AGREEMENT FOR GRANT OF SUBSIDY FOR STUDY AT THE LEE KONG CHIAN
SCHOOL OF MEDICINE, NANYANG TECHNOLOGICAL UNIVERSITY**

THIS AGREEMENT is made on the _____ day of _____ Two Thousand and Twenty One (2021) between the Government of the Republic of Singapore (“the Government”), _____ (Identity Card No./Passport No. _____) of _____ (“the Student”), and _____ (Identity Card No./Passport No. _____) of _____ and _____ (Identity Card No./Passport No. _____) of _____ (together called “the Sureties”).

WHEREAS

- A. The Student is pursuing or intends to pursue a course of study at the Lee Kong Chian School of Medicine, Nanyang Technological University (“the School”) leading to the degree of Bachelor of Medicine and Bachelor of Surgery (“the Course”).
- B. The Student will be required to undergo a period of provisional registration as defined in the Medical Registration Act (Cap. 174) (“Provisional Registration”) upon the completion of the Course;
- C. The Government has agreed to invest a substantial sum towards the Student's education and development by way of a subsidy to defray a significant proportion of the total fees payable by the Student for the Course (“the Subsidy”);
- D. The Student has agreed to accept the Subsidy on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

STUDENT'S OBLIGATIONS

Student: _____ 1st Surety: _____ 2nd Surety: _____

1. The Student agrees:

- (a) to enter upon and diligently continue and complete the Course in the manner and within the period stipulated by the School;
- (b) to devote reasonable time to the Course and, to the best of his ability, apply himself to the Course to the satisfaction of the supervisors, tutors and instructors;
- (c) to enter upon and diligently continue and complete a period of Provisional Registration to the satisfaction of the supervisors, tutors and instructors and the National Assessment Committee for Postgraduate Year 1 (NAC-PGY1) or the equivalent, upon the completion of the Course;
- (d) if so required by the Government at any time within twelve (12) months after the Student's completion of the Course or within three (3) months after the Student's completion of his full-time national service under the Enlistment Act (Cap. 93) or any other written law, whichever occurs later, to satisfactorily serve the Government or any body or organization as may be determined by the Government from time to time, for a period of six (6) years, or such extended period of time in the event the Student is approved by the Government to take any leave of absence or no-pay leave or half-pay leave in accordance with Clause 1(f), ("the Service Obligation Period") upon the satisfactory completion of the period of Provisional Registration, in such capacity or appointment as the Government may determine, and on such terms and conditions as may be applicable to the appointment or employment;
- (e) to obtain the prior written approval of the Government before changing employment during the Service Obligation Period and if approval is granted by the Government, to serve the whole or any part of the Service Obligation Period in such manner and on such terms as may be specified by the Government;
- (f) to obtain the prior written approval of the Government or any person designated by the Government in writing before taking leave of absence from studies during the Course, or no-pay leave or half-pay leave during the period of Provisional Registration or the Service Obligation Period;

Student: _____ 1st Surety: _____ 2nd Surety: _____

- (g) to obtain the prior written approval of the Government or any person designated by the Government in writing before engaging in any business or employment during the Course, or any external business or employment during the period of Provisional Registration or the Service Obligation Period;
- (h) to obtain the prior written approval of the Government or any person designated by the Government in writing before pursuing any further study or training from the date of this Agreement to the completion of the Service Obligation Period;
- (i) if there is any change in the Student's nationality or Permanent Resident ("PR") status at any time from the signing of this Agreement to the completion of the Service Obligation Period, to inform the Government in writing within one (1) month from the date on which the change takes effect;
- (j) to comply with any direction of the Government for the Student to undergo medical examination before a Government-appointed medical practitioner (at the Government's cost) at any time in order to evaluate the condition of the Student's health to enable the Government to decide whether the Student is medically fit and/or mentally fit to be allowed to continue with the Course, and the Student gives his irrevocable consent to the release of any finding or report of such medical examination for the stated purpose;
- (k) to inform the Government immediately if the Student is diagnosed with a serious mental or physical disorder; and
- (l) to execute an authorisation letter in the form set out in the Second Schedule to authorise the School to disclose to the Government the Student's academic results, any records relating to disciplinary proceedings and any other information necessary for the purpose of ascertaining and reviewing the Student's compliance with this Agreement or to enforce the Government's rights under this Agreement.
2. It is further agreed that the Student shall be liable for himself, and his respective heirs, personal representatives, executors, successors or assigns, to repay to the Government, on demand, the liquidated damages computed in accordance the First Schedule of this Agreement (the "Liquidated Damages"), in the event of any of the following:

Student: _____ 1st Surety: _____ 2nd Surety: _____

- (a) the Agreement is withdrawn or terminated by the Government (i) on the ground that the Student's conduct or progress in the Course is, in the opinion of the Government, unsatisfactory; (ii) the Government decides that the Student is not medically fit and/or mentally fit to continue with the Course, or is suffering from a serious mental or physical disorder; or (iii) for a breach of any of the provisions of this Agreement;
- (b) the Student refuses or, in the opinion of the Government, wilfully renders himself unable to serve in accordance with the provisions of this Agreement;
- (c) the Student becomes legally unemployable in Singapore due to, but not limited to, a change in the Student's nationality or PR status;
- (d) the Student fails to complete any outstanding national service which he is liable to serve under the Enlistment Act or any other written law after the completion of the Course;
- (e) the Student is dismissed from the Course or by the organisation in which he is serving his period of Provisional Registration;
- (f) the Student abandons the Course or does not complete serving his period of Provisional Registration or without good reason fails or renders himself unable or unsuitable to complete the Course or serve his period of Provisional Registration;
- (g) the Student is dismissed from his employment or has his service, appointment or employment terminated by the Government or the body or organisation designated under Clause 1(d) or approved under Clause 1(e) by the Government, before the expiry of the Service Obligation Period;
- (h) the Student is unable to serve the Service Obligation Period in accordance with Clause 1(d) or Clause 1(e) due to any professional misconduct or negligence, disciplinary action or criminal conviction; or
- (i) the Student fails to comply with any direction of the Government.

Student: _____ 1st Surety: _____ 2nd Surety: _____

3. If the sum payable to the Government under Clause 2 is not paid by the Student within the time stipulated by the Government, the Student agrees:
- (a) to pay interest on the outstanding sum at the prevailing interest rate from the date the sum is payable to the date full payment is made; and
 - (b) that until the outstanding sum of the Liquidated Damages is paid by the Student to the Government, together with interest thereon, in full, the Government shall be at liberty to inform relevant agencies (including government bodies and statutory boards) of the Government's claim for the Liquidated Damages from the Student and the circumstances related thereto and/or to seek their assistance in recovering the outstanding sum and/or any interest thereon.
4. The Student agrees and confirms that the Student's obligations and liabilities under Clauses 2 and 3 are joint and several with that of the Sureties and confirms that they will bind the Student's personal representatives, successors and assigns.

SURETIES' OBLIGATIONS

5. In consideration of the Subsidy granted by the Government to the Student, the Sureties jointly and severally agree to pay the Government on demand the Liquidated Damages and the interest specified in Clause 3 if the Student is liable to pay the same by reason of Clause 2 and Clause 3.
6. The Sureties agree that their obligations and liabilities under Clause 5 are joint and several with that of the Student and confirm that they will bind the Sureties' personal representatives, successors and assigns.
7. The Sureties agree that they shall not be discharged from their liability by any arrangement made between the Government and the Student with or without the Sureties' assent, or by any alteration in the obligations undertaken by the Student, including without limitation, any extension of the Service Obligation Period.

Student: _____ 1st Surety: _____ 2nd Surety: _____

COMPUTATION OF SERVICE OBLIGATION PERIOD

8. Any period served by the Student in full-time national service after the completion of the Course, whether before or after the commencement of the Service Obligation Period, shall be counted towards the discharge of the Service Obligation Period.
9. Subject to clause 1(f), any period of further study or training undertaken by the Student which is not part of the training or study specifically approved by the Government in writing, or any person designated by the Government in writing, shall not be counted towards the discharge of the Service Obligation Period.
10. Any leave of absence, period of no-pay leave or half-pay leave taken by the Student during the period of Provisional Registration or the Service Obligation Period shall not be counted towards the discharge of the Service Obligation Period.

TERMINATION OF AGREEMENT/SUBSIDY

11. The Student and Sureties agree that:
 - (a) the Government may at any time terminate this Agreement without assigning any reason by giving one (1) month's written notice to the Student, but without prejudice to any right of action the Government may have in respect of any prior breach of any of the terms of this Agreement by the Student or any other rights available to the Government; and
 - (b) the Government shall not be liable in any way to the Student and/or the Sureties for any damages or for the consequences (if any) arising out of or in connection to such termination including but not limited to the cessation of the Subsidy.

REPLACEMENT OF SURETY

Student: _____ 1st Surety: _____ 2nd Surety: _____

12. If at any time during the course of the Agreement any of the Sureties –
- (a) dies, or
 - (b) becomes a citizen or permanent resident of a foreign country, or
 - (c) is adjudged bankrupt,

the Student and the Sureties agree that the Student and the remaining Surety (if applicable) will immediately take steps to replace the Surety who has died, become a citizen or permanent resident of a foreign country or been adjudged bankrupt, as the case may be, with a substitute surety acceptable to the Government.

DATA PROTECTION

13. The Student and the Sureties understand and agree that:

(a) the Government may collect, use, disclose and process the personal data of the Student and the Sureties (including without limitation any data, whether true or not, about the Student and the Sureties who can be identified from the data, or from the data and other information to which the Government has access, whether from within the Government, from statutory boards or other third parties) for the following purposes:

- i. Deployment of the Student during the Service Obligation Period;
- ii. Performance tracking and cohort analysis (including the retrieval of the Student's results from the School; and
- iii. Administration or enforcement of this Agreement;

(b) If the Student and/or the Sureties provide the personal data of any other individual, such as family members, to the Government, the Student and/or the Sureties, as may be applicable, consent to the same as set out above in sub-clause (a) on behalf of the individual, and warrants that consent has been obtained from the individual for the collection, use, disclosure and processing of his personal data by the Government for these purposes.

ARBITRATION

Student: _____ 1st Surety: _____ 2nd Surety: _____

14. The Student and the Sureties understand and agree that:
- (a) Any dispute, claim, question or disagreement arising out of or relating to this Agreement shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”) for the time being in force which rules are deemed to be incorporated by reference into this Clause.
 - (b) The seat of arbitration shall be Singapore.
 - (c) The arbitrator shall be agreed upon between the Parties, or on failure to agree within thirty (30) days of a written proposal by one Party to the other Party(ies), to be appointed by the SIAC acting in accordance with the SIAC Rules.

GENERAL PROVISIONS

15. For the avoidance of doubt, nothing in this Agreement obliges or imposes any duty on the Government or any body or organisation designated under Clause 1(d) or approved under Clause 1(e) by the Government, to employ, appoint or retain the Student during the whole or any part of the period of Provisional Registration or the Service Obligation Period.
16. The Student agrees that any neglect or forbearance, whether express or implied, of the Government in enforcing any of the terms or its rights under this Agreement shall not in any way affect or prejudice the Student’s obligations and liabilities under this Agreement.
17. The Sureties agree that any neglect or forbearance, whether express or implied, of the Government in enforcing any of the terms or its rights under this Agreement shall not in any way affect or prejudice their obligations and liabilities or the guarantee the Sureties have given under this Agreement.
18. Words denoting any gender include all genders and references to the singular number shall include the plural number and vice-versa.
19. The headings are for convenience only and not for the purpose of interpretation.

Student: _____ 1st Surety: _____ 2nd Surety: _____

20. This Agreement shall be governed by the laws of Singapore.

21. The Student and the Sureties agree and confirm that

(a) any notice, document, proceedings, notices of proceedings or other communication in connection with this Agreement (including a demand for payment of monies, any other demand and any document related to arbitration proceedings) ("**Notice**") may be served by the Government by:

- (i) prepaid registered post to the Student's and/or the Sureties' address(es) as follows, or such other address as the Student and/or the Sureties may notify the Government from time to time pursuant to Clause 21(b) ("**Last Known Address**");
- (ii) leaving the Notice at the Student's and/or the Sureties' Last Known Address; or
- (iii) electronic mail to the Student's and/or the Sureties' Last Known Address:

The Student

Name: _____
Address: _____
Singapore _____
Email Address: _____

The First-named Surety

Name: _____
Address: _____
Singapore _____
Email Address: _____

The Second-named Surety

Name: _____
Address: _____
Singapore _____
Email Address: _____

Student: _____ 1st Surety: _____ 2nd Surety: _____

(b) The Student and/or the Sureties, as the case may be, shall inform the Government in writing of any change in the residential address or electronic mail address of the Student and/or the Sureties, as applicable, immediately.

(c) Any Notice shall, without prejudice to any other effective mode of serving such Notice, be deemed to be served:

- i. on the day following that on which the Notice is posted, if delivered by pre-paid registered post;
- ii. on the day the Notice is left at the Last Known Address (whether or not the Student and/or the Sureties, as the case may be, appears to be in occupation of the premises at the Last Known Address at the time of such service); or
- iii. at the time of despatch, if sent by electronic mail.

(d) In proving such service, it shall be sufficient to prove that:

- i. if delivered by pre-paid registered post, the Notice was properly addressed and delivered into the custody of the postal services;
- ii. if delivered by hand, the Notice was left at the Last Known Address of the Student and/or the Sureties (as the case may be); or
- iii. if sent by electronic mail, the Notice was sent by electronic mail to the Last Known Address.

(e) Insofar as a Notice may be served by the Government on the Student and/or the Sureties outside Singapore, the Student and the Sureties consent and agree to accept service by:

- i. prepaid registered post; or
- ii. electronic mail to the Last Known Address.

22. A signed copy of this agreement signed electronically or by wet-ink signature, and transmitted by electronic means, including electronic mail, shall be valid and effective to bind the party so signing.

Student: _____ 1st Surety: _____ 2nd Surety: _____

FIRST SCHEDULE

Liquidated Damages

1. The amount of liquidated damages shall be computed based on the Subsidy granted and is disbursed by the Government to the Student together with compound interest thereon at the rate of 10% per annum from (and including) the date the amount of Subsidy is disbursed to (and including) the date of completion of the Course or the date on which the Government makes a demand under Clause 2 (whichever is earlier). For the avoidance of doubt:

- (i) the amount of compounded interest payable shall be calculated on full 12-month periods for the duration of the Course without pro-ration irrespective of the date such damages become payable; and
- (ii) compound interest shall continue to accrue and be payable even during period(s) of leave of absence from studies during the Course.

2. The amount of liquidated damages may, at the discretion of the Government, be reduced to:

$$\frac{(B - A)}{B} \times \text{the amount computed in accordance with paragraph 1 of this First Schedule}$$

where:

A = the number (rounded down to the nearest whole number) of complete months that the Student has served in accordance with Clause 1(d) and (where applicable) Clause 1(e); and

B = the number of complete months in the Service Obligation Period.

Student: _____ 1st Surety: _____ 2nd Surety: _____

SECOND SCHEDULE

AUTHORISATION LETTER

To: Nanyang Technological University

I refer to the Agreement for Grant of Subsidy for Study at the Lee Kong Chian School of Medicine, Nanyang Technology University dated _____ (“the Agreement”) that I entered into with the Government of the Republic of Singapore (“the Government”).

I hereby authorise the Nanyang Technological University to disclose to the Government my academic results, any records relating to disciplinary proceedings and any other information necessary for the purpose of ascertaining and reviewing my compliance with the Agreement (including monitoring and evaluating my performance and conduct during and at the conclusion of the Course), or to enforce the Government’s rights under the Agreement.

This authorisation shall take effect from the date of the Agreement and shall continue until I have fully discharged my obligations in relation to the Service Obligation Period under the Agreement.

Signed

Name: _____

NRIC/FIN: _____

(Student)

(Signature)

in the presence of:-

Name: _____

(Witness)

(Signature)

MOH Holdings Pte Ltd

(Date)

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands the day and year first above written.

I Signed by:

Name: _____

Designation: _____

(Signature)

for and on behalf of the Government of the Republic of Singapore in the presence of:-

Name: _____
(Witness)

(Signature)

Address: Ministry of Health, 16 College Road, Singapore 169854

(Date)

II Signed by:

(Student)

(Signature)

In the presence of:

Name: _____
(Witness)

(Signature)

MOH Holdings Pte Ltd

(Date)

III Signed by:

(1st Surety)

(Signature)

In the presence of:

Name: _____
(Witness)

(Signature)

MOH Holdings Pte Ltd

(Date)

IV Signed by:

(2nd Surety)

(Signature)

In the presence of:

Name: _____
(Witness)

(Signature)

MOH Holdings Pte Ltd

(Date)