

TERMS AND CONDITIONS FOR CONTRACT FOR TEACHING SERVICES FOR COMPANY

Terms & Conditions

1 Duration of Engagement

The Terms & Conditions shall be valid from the date of acceptance of the Contract for Teaching Services (“Contract”) until the completion of the obligations set out therein.

2 Scope of Services

- 2.1 You shall assign a suitable candidate (“Associate”) to render the services in accordance with the Contract.
- 2.2 For the avoidance of doubt, the Contract is a contract for teaching services between businesses and is not intended to and does not create any employment relationship between PSB Academy and the Associate.
- 2.3 Your Associate shall not hold out any form of association or affiliation with PSB Academy.
- 2.4 Your Associate’s services shall be rendered in line with course administrative requirements and exam requirements by PSB Academy.
- 2.5 Unless otherwise advised by PSB Academy’s Examination Centre Staff, your Associate shall be required to submit two sets of Question Papers and Marking Schemes for the modules taught or tutored by the Associate. Your Associate is also required to adhere to the submission deadlines for such Question Papers and Marking Schemes.
- 2.6 Your Associate shall mark / assess / moderate written or oral exam and coursework scripts if required.
- 2.7 Your Associate shall personally conduct all teaching and/or tutoring for the contracted module, engage students through the Learning Management System (“LMS”) (eg. Blackboard) made available to teaching staff and students during the term, and guide students on coursework and project submissions.
- 2.8 Your Associate shall not invite external lecturers or guest speakers to teach or conduct in full or in part any teaching/tutoring without PSB Academy’s prior written consent.
- 2.9 Your Associate shall not record any teaching or tutoring sessions of his or her own accord. Lectures and tutorials may be audio- or video-recorded by PSB Academy and made available via podcasting or other technologies to students formally enrolled in the course, solely for teaching and learning purposes.
- 2.10 Your Associate shall not change or cancel the assigned dates for the teaching or tutoring assignments without PSB Academy’s prior written approval. Any request for a change of assigned dates must be made to PSB Academy at least 30 days in advance so that necessary arrangements can be made.
- 2.11 Your Associate shall attend relevant meetings such as developmental meetings and feedback sessions as determined by PSB Academy. Your Associate may also be required to attend the Examination and Awards Board meetings to provide information in respect of the module and its examinations to the Examination and Awards Board.

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- 2.12 Your Associate shall comply with any other directions given by PSB Academy in relation to the conduct of the course or module and assist PSB Academy when requested in any marketing efforts for the course which he or she may be conducting.
- 2.13 Your Associate shall not directly approach PSB Academy's University Partners or any other stakeholders on issues/requests that are not covered under the terms of the Contract without first consulting PSB Academy.
- 2.14 You shall ensure that your Associate adheres to service standards as set out in clauses 2.2 to 2.13.

3 Course Schedule

- 3.1 If there is any change in the date, time or venue of the module, course or the unit, your Associate shall be informed in writing or by email as soon as possible.
- 3.2 PSB Academy reserves the right to cancel or postpone the course as and when it deems necessary.

4 Late Delivery and Non-Delivery

- 4.1 PSB Academy reserves the right to appoint another associate or company to deliver any outstanding sessions in respect of teaching or tutoring assignments assigned to your Associate where the delivery deadlines are jeopardized or exceeded beyond a reasonable period.
- 4.2 In this regard, PSB Academy also reserves the right to recover any additional costs that may be incurred as a result of late delivery or non-delivery of your Associate's teaching or tutoring assignments. In addition, PSB Academy may impose a penalty for the non-delivery or incomplete delivery of the Associate's teaching or tutoring assignments, in accordance with the terms of the Contract.

5 Payment of Service Fee

- 5.1 In consideration of the services provided under the Contract, PSB Academy shall pay You the service fee which shall be payable through Interbank GIRO. The service fee payable to You shall be based on the number of teaching or tutoring hours stipulated in the Contract. If the actual teaching or tutoring hours, as recorded in the Associate's Attendance records or E-Attendance records, are fewer than the stipulated teaching or tutoring hours, the service fee shall be paid on a pro rata basis. Payment shall be made upon full completion of services as stipulated in the Contract. The service fee covers the following but not limited to:

- 5.1.1 Customisation and preparation of course materials for the teaching or tutoring assignment.
- 5.1.2 Uploading of all course materials including the full set of slides used for the teaching or tutoring assignment onto the institution's LMS discussion forum.
- 5.1.3 Time for participation in the institution's LMS discussion forum, tele-tutoring, remedial or make-up classes (if any).
- 5.1.4 Time spent on setting test and examination papers and marking assignments and assessments.

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- 5.2 You shall not be paid for time spent by your Associate attending Continuous Learning and Improvement Programmes (“CLIP”), Academic Board dialogue sessions, feedback sessions or other engagement sessions which may be convened by PSB Academy from time to time.
- 5.3 Apart from the prescribed service fees and the other payment specified herein, no other benefits or remuneration in any form whatsoever is payable to You by PSB Academy.
- 5.4 For all modules:
- 5.4.1 You shall be remunerated separately for the marking and moderation of main and/or re-examination scripts and/or the graduation projects performed by your Associate.
- 5.4.2 The aforesaid payment shall be due and payable through Interbank GIRO upon completion of all services as set out in the Contract, including the marking and return of main and/or re-examination scripts and/or graduation projects by your Associate.
- 5.5 All intellectual property rights in the materials developed and/or revised by You and/or your Associate for the teaching or tutoring assignments shall belong to PSB Academy upon the execution of the Contract. You shall limit the use of such materials to only teaching/tutoring purposes in respect of teaching or tutoring assignments assigned to your Associate by PSB Academy.
- 5.6 You shall not use materials from any other institution for teaching and tutoring purposes in respect of teaching or tutoring assignments assigned to your Associate by PSB Academy.

6 Professionalism

- 6.1 You and your Associate shall not make any disparaging or critical statements about PSB Academy.
- 6.2 You and your Associate shall project the image of PSB Academy as a premier education institution. You shall ensure that the Associate must keep abreast of new knowledge in areas related to the course so as to provide participants up-to-date knowledge and skills.
- 6.3 You and your Associate shall not issue nor promote any business to the participants of the course.
- 6.4 You and your Associate shall not use the name of, or make any reference to, PSB Academy in any stationery, proposals, name cards, transparencies and any other documents to solicit business or to obtain any pecuniary benefits for yourself or for any other organisation.

7 Associate Email Address

Where applicable, your Associate will be issued a PSB Academy email address (“**PSBA Email Account**”) through which all academic and administrative communications from PSB Academy will be made. Your Associate is expected to access the PSBA Email Account to retrieve information and for any communication and follow-ups. PSB Academy will notify your Associate of the assigned email account and provide the relevant instructions via the Associate’s personal email address prior to activation. The PSBA Email Account shall be used strictly for PSB

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Academy-related matters and not for personal or unrelated purposes. The PSBA Email Account will be deactivated upon the termination of the Contract for any reason.

8 Non-Competition

- 8.1 You shall immediately declare to PSB Academy upon becoming aware of any engagements entered into by You or your Associate with other education service providers in any capacity and/or of any interest that You or your Associate may have with any other education service providers, whether directly or indirectly. PSB Academy reserves the right to terminate the Contract if, in PSB Academy's opinion, such engagements or interests place You or your Associate in a position involving any real, apparent, or potential conflict of interest(s).
- 8.2 You shall ensure that your Associate does not, during the term of the Contract, enter into any agreements with any other person or business to deliver teaching or tutoring services for courses which are similar to or compete with the courses offered by PSB Academy. PSB Academy reserves the right to terminate the Contract for any breach of this clause.

9 Intellectual Property Rights originating from PSB Academy and Confidentiality

- 9.1 All intellectual property rights, including copyright and proprietary confidential information in the teaching or tutoring materials and/or course materials provided to You, or to which You or your Associate have access to pursuant to the Contract (collectively "**the Materials**"), shall belong to PSB Academy. You undertake and agree not to reproduce or permit the reproduction of the Materials or use or permit the use of the Materials in any manner or form not specifically authorised and consented to in writing by PSB Academy. The Materials shall be used solely for teaching or tutoring assignments assigned under the Contract, and You shall ensure that your Associate keeps the Materials in secured storage to ensure that they are accessible only to authorised persons.
- 9.2 You shall ensure that neither you nor your Associate, nor any of your agents copy, modify, adapt, translate or amend the contents of the Materials without PSB Academy's written consent.
- 9.3 Upon the completion of the purpose for which the Material were provided, or upon the expiration or earlier termination of the Contract, You shall ensure that your Associate promptly returns the Materials to PSB Academy. You undertake the destruction of any copy of the said Materials regardless of whether such copies have been made deliberately or inadvertently.
- 9.4 You shall not transfer any of the Materials either in whole or in part or disclose the contents therein to any other person. In this regard, You shall observe that the concepts, ideas and information contained in the Materials are confidential in nature and undertake and agree not to disclose the confidential information to anyone not authorised by PSB Academy to receive the same.
- 9.5 Your obligations set out in Clauses 9.1 to 9.4 above shall survive the completion of the tutoring or teaching assignment, the expiration or earlier termination of the Contract and shall only cease upon such property or part thereof becoming and to the extent it becomes a part of the public domain.

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- 9.6 You shall not, at any time whether during the term of the Contract or after its termination, directly or indirectly through any business, undertaking or otherwise, utilise (other than as specifically authorised and consented by PSB Academy) the Materials or any concepts, ideas and information and trade secrets belonging to PSB Academy supplied to You or your Associate, without the prior written consent of PSB Academy.
- 9.7 In the event that You fail to return the Materials in accordance with Clause 9.3, PSB Academy reserves the right to take necessary action, including legal action, against You.
- 9.8 In addition to any available legal remedies for damages arising from any breach of the Contract, PSB Academy shall be entitled to seek an injunction to prevent the unauthorised use of the Materials which You have been given access pursuant to the Contract. You agree that damages are inadequate to compensate PSB Academy for any breach of your obligations in Clause 9 and that any injunction relief and/or specific performance shall be appropriate remedies.

10 Data Protection Policy

You shall comply with PSB Academy Data Protection Statement and Policy as well as the *Personal Data Protection Act 2012* when handling PSB Academy's students and their personal data. You may refer to Annex A Section 3.3.2 for more details.

11 Briefing / Meeting Sessions

PSB Academy may require You, and You shall ensure that your Associate attends briefings or meetings as required to ensure compliance to requirements of PSB Academy, its university partners and/or regulators.

12 Associate's Curriculum Vitae

- 12.1 You shall inform PSB Academy of any change in the Associate's curriculum vitae, especially in relation to the services provided to PSB Academy.
- 12.2 PSB Academy reserves the right to use the Associate's curriculum vitae for official purposes, including but not limited to the requirements of the university partners and/or regulators.

13 Associate Card

As an Associate with PSB Academy, your Associate will be issued with an Associate card for identity verification and access to staff pantry. Your Associate is required to carry this card at all times while on PSB Academy's premises. Your Associate shall provide the necessary information and photograph for the issuance of the card. The card is non-transferable and is the property of PSB Academy. Any loss of the card must be reported to PSB Academy immediately. Upon the termination of the Contract for any reason, your Associate shall promptly return the card to PSB Academy for cancellation.

14 Regulatory Declaration

In line with the SkillsFuture Singapore's ("SSG") requirements, You shall ensure that your Associate has not been previously, or currently is being, investigated / charged of any offence under 26(2) of the Private Education Regulations (i.e. any offence involving sexual, child, physical or drug abuse, or fraud or dishonesty), and the

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Associate has not been investigated, charged, or convicted in relation to an offence under the Private Education Act.

15 Examination Security

In line with examination security, You shall ensure that your Associates does not have any family members, relatives or friends studying with PSB Academy during the period of the assignment. Your Associate further undertake that if he or she subsequently become aware of such circumstances, your Associate shall inform the Head of School, and Deputy Director (Examination) via the Associate Email Account immediately, providing the name(s) of the student(s), the course of study and the relationship with the student(s).

16 Termination

16.1 PSB Academy may terminate the Contract in the following circumstances:

- 16.1.1 Your Associate commits any act of any serious misconduct, breach the professional conduct conditions as set out in Annex A, or, neglects, fails or refuses to carry out the duties and responsibilities set out under the Contract; or
- 16.1.2 There is a serious breach or non-observance of any of the conditions of the Contract; or
- 16.1.3 PSB Academy receives serious complaints from its students or participants; or
- 16.1.4 Your Associate fails to fulfil any criteria under regulation 26(2) of the Private Education Regulations or
- 16.1.5 You are made bankrupt or disqualified from carrying out the necessary duties under the Contract.

16.2 Either You or PSB Academy may terminate the Contract at any time before the commencement of classes or during the teaching or tutoring assignment period without providing any reason, by giving the other party not less than two (2) weeks' prior written notice.

16.3 Upon termination, You shall deliver to PSB Academy the Materials in accordance with Clause 9, as well as any other materials that PSB Academy has exclusive rights.

16.4 PSB Academy reserves the right to seek any compensation for damages and/or costs arising from any material breach of terms and conditions of the Contract, including from any breach of timelines set out herein.

17 Time of the Essence

Time is of the essence in the Contract.

18 No Variation

No extension or variation of the Contract shall operate unless mutually agreed by parties in writing and prior notice has been given.

19 Third Party Indemnity

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You agree to indemnify, hold harmless, and release PSB Academy, its employees, participants and students from and against any and all loss, damages, injuries, liabilities, claims, suits, and proceedings arising out of the performance of the Contract which are caused in whole or in part by the acts or negligence of your Associate(s), except where such losses, damages, injuries, liabilities, claims, suits, and proceedings arise from the sole negligence of PSB Academy.

20 Third Party Rights

A person who is not a party to the Contract shall not have any rights under Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of the Contract.

21 Entire Contract

The Contract, including the Terms and Conditions and Annex A, sets forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements and communication, whether oral or written, with respect to the subject matter hereof. The delay or failure by either party to exercise or enforce any of its rights under the Contract shall not be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of such right preclude any other or further exercise thereof or the exercise of any other right.

22 Severability

22.1 Each of the provisions of the Contract is severable.

22.2 If and to the extent that any provision of the Contract is held to be, or becomes, invalid or unenforceable under the Law, but would be valid, binding and enforceable if some part of the provision were deleted or amended, then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Agreement, nor the validity or enforceability of that provision under the Law, shall in any way be affected impaired as a result of this Clause 22.

22.3 You and PSB Academy shall negotiate in good faith to amend or replace any invalid, void or unenforceable provision with a valid, binding and enforceable substitute provision or provisions, so that, after the amendment or replacement the commercial effect of the Contract is as close as possible to the effect it would have had if the relevant provision had not been invalid, void or unenforceable.

23 Dispute Resolution

When a dispute arises between the parties as a result of the execution of the Contract, then the parties agree to resolve it through mediation, and if a settlement through mediation under the auspices of the International Institute of Mediators or Singapore Mediation Centre to resolve the disputes cannot be reached, then the parties agreed to resolve it through a court of competent jurisdiction in Singapore in accordance with the laws of the Republic of Singapore.

24 Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of Singapore. Parties agree and submit to the exclusive jurisdiction of the courts of Singapore.

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25 Any Other Declaration

Should you be related to anyone studying at PSB Academy, you will need to inform the Head of School, Deputy Director (Examination) via email immediately by providing the name(s) of the student(s), the course of study and the relationship with the student(s).

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ANNEX A

1. RESPONSIBILITY OF THE COMPANY

You, the company that is engaged by PSB Pte Ltd ("PSB Academy") under the Contract shall ensure the assigned associate ("Associate") to PSB Academy complies with this Annex A.

2. GENERAL TERMS & CONDITIONS OF APPOINTMENT

2.1 Induction Matters

The Associate shall attend an induction by the Planning Executive, Exam Executive and the respective PSB Academy's full-time academic staff (Academics) if he/ she is teaching at PSB Academy for the first time or teaching a new module.

2.2 Payment of Service Fee

The Associate(s) will be responsible for filing their own income tax returns and for payment of their own income tax, if and when applicable. PSB Academy also complies with the tax and legal requirements administered by the Inland Revenue Authority of Singapore.

2.3 Roles, Duties and Responsibilities

In circumstances where an Associate encounters a student's aggressive and abusive manner or any challenging behaviour that is beyond his/ her control and management, he/ she shall not reciprocate and shall seek assistance from, and report, to the Head of Student Success Office or Head of School. Under no circumstances should the Associate take action that would result in mismanagement of the students. Should there be any costs involved as a result of the mismanagement, the cost would have to be borne by You. (For more information on the roles, duties and responsibilities, please refer to the Academic Teaching Policy (PSBA-AA-G01).

2.4 Associate Card Use and Regulation

As an Associate with PSB Academy, the Associate will be issued with an Associate Card for identity verification and access to the staff pantry.

The Associate card grants privileges such as access to the staff pantry, enjoy discounts at selected merchants. Details of participating merchants may be found on PSB Academy's website.

Staff Pantry Etiquette

2.4.1 Keep the Microwave clean and odour-free

- a. Associates shall not microwave pungent foods and shall clean the microwave if any spillage occurs.

2.4.2 Maintain cleanliness

- a. Associates shall not leave food in the office fridge over the weekend, failing which it may be discarded;
- b. Associates shall dispose of all waste after use;

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- c. Associates shall clean table surfaces after use;
- d. Associates shall wash cups and dishes after use;
- e. Associates shall keep the pantry area clean and tidy; and
- f. Associates shall promptly clean up any food or drink spillage to prevent hazards.

2.4.3 Proper use of appliances

- a. Associates shall use the microwave, refrigerator, and coffee machine with care. All appliances are labelled for Halal and Non-Halal use, and Associates shall comply with the respective designations..

2.4.4 Maintain appropriate noise levels

- a. Associates shall keep noise levels low as the pantry is located near meeting rooms where meetings may be in progress.

2.4.5 Prohibited Access

- a. Access to the staff pantry is a privilege granted solely to PSB Academy staff and Associates. Associates shall not admit any unauthorised person into the pantry. In case of doubt, assistance shall be sought from PSB Academy staff.

3 ASSOCIATES' CONDUCT AND DISCIPLINARY MATTERS

3.1 Code of Professional Conduct and Ethics

All Associates are expected to conduct themselves at the highest level of ethics and professional standards. They should be principled and have a high level of respect for PSB Academy, its office bearers, their colleagues and defend them as best as they can. Integrity and compliance with the laws, regulations, contractual obligations and PSB Academy policies are expected of all Associate so as to safeguard PSB Academy's resources and reputation.

In addition, all Associates shall comply with the laws of the countries where they do business. This includes compliance with environmental laws. PSB Academy is committed to doing business in an environmentally responsible manner.

PSB Academy places great importance on the compliance of the local rules and regulations. Violations of these codes of conduct or any of PSB Academy's regulations are grounds for the termination of the Contract.

3.1.1 Job Related

- a. Absence from duty without leave or reasonable cause including playing truant;
- b. Unpunctuality;
- c. Insubordination or non-compliance with directives or instructions of duly authorized officers of PSB Academy;
- d. Doing personal work during office hours;
- e. Sleeping on duty;

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- f. Neglect of duty;
- g. Being under the influence of alcohol or drugs while on duty; or
- h. Falsification of documents in the course of duty, e.g. work-related documents, medical certificates, etc.

3.1.2 Damage to PSB Academy's Properties

- a. Willful destruction or damage of PSB Academy's property;
- b. Carelessness or negligence resulting in loss or damage to PSB Academy's property; or
- c. Speaking disparagingly of PSB Academy in a manner intended to bring PSB Academy into disrepute.

3.1.3 False/ Omission of material facts

- a. False declaration, or the omission of material facts at the point of application to PSB Academy.

3.1.4 Misconduct

- a. Being rude or discourteous in speech and in manner;
- b. Prejudicial conduct or discipline such as fighting and gambling;
- c. Impropriety in dress or appearance;
- d. Discrimination against students on political grounds, or for reasons of race, religion, gender, ethnic origin, national origin, marital status, medical condition, physical or mental disability, age, citizenship or for personal reasons;
- e. Hold inappropriate conversations of a sensitive personal nature or sexual nature or the Associate having contact with a student via written or electronic means including, but not limited to, email, letters, telephone calls, text messages or chat lines, without a valid context;
- f. Arrange or participate in unofficial socializing activities with the students he/ she is teaching or responsible before completion of study in PSB Academy. Such socializing activities include, but not limited to, one-to-one coaching of students outside PSB Academy's campus, visiting individual student's home or lodge and inviting students to his/ her private residence or place as well as any outing activity involving drinking and dining with students unless such activities are official or prior permission from the school authority has been sought; or Engage in any form of intimate relationship with a student, or expose a student to inappropriate language and/or materials, or touch a student without reasonable ground and valid reason.

- 3.1.5 PSB Academy reserves the right, upon notice, to investigate and take appropriate action on the grounds of any violation of the above offences by the Associate, whether inside or outside PSB Academy's premises.

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3.2 Whistle Blowing

It is PSB Academy's commitment to uphold high standard of compliance with the laws, regulations and contractual obligations. Feedback is important. Hence, parties who, in good faith, report on any employees of PSB Academy, students, or vendors of PSB Academy for misconduct, unsafe, or behaviour unbecoming, shall be protected from reprisals or victimization.

This policy allows PSB Academy to take appropriate action, including, but not limited to, disciplining or terminating the service of those involved as decided by PSB Academy after proper internal investigations.

The Associate and external parties may lodge a report of any wrongdoing in writing to the Chief Executive Officer (CEO) or the Dean. Reports submitted should include a clear narration of the incident including details such as the type of concern, dates or period of time, location of occurrence, parties involved, evidence substantiating the complaint, where possible, and contact details of the informant. It is essential that whistleblowers provide their personal contact details for further clarification or more information where required. All submitted reports will be treated with confidence and PSB Academy will ensure that confidentiality is maintained throughout the investigation process.

Wrongdoings include, but not limited to, the following:

- 3.2.1 Illegal activities;
- 3.2.2 Falsification/ Forgery;
- 3.2.3 Misappropriation of funds;
- 3.2.4 Failure to comply with laws and regulations;
- 3.2.5 Theft;
- 3.2.6 Corruption and bribery;
- 3.2.7 Harassment; and
- 3.2.8 Discrimination.

3.3 Confidentiality

3.3.1 Non-Disclosure

The Associate shall not directly or indirectly disclose to any person whatsoever or otherwise make use of any personal data, trade secrets or information of a confidential or commercial nature relating to PSB Academy or any of its associated or related bodies corporate or companies or their businesses or information in respect of which PSB Academy owes an obligation of confidence to any third party during or upon termination of the Contract except as required by law. This restriction shall continue to apply without limit in point of time but shall cease to apply to confidential information which may properly come into the public domain through no fault of the Associate.

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Cert No: 2019-07990
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Cert No: 049-18001-2019-0083
ISO 45001:2018



Cert No: 1827-2021-0118
ISO/IEC 27001:2022



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Associates shall not remove from PSB Academy's premises any materials including without limitation drawings, documents, models, apparatus and diskettes which contain Confidential Information or make copies thereof otherwise in the course of carrying out their duties.

All documents, manuals, hardware and software provided for use and any data or documents (including copies) produced, maintained or stored on PSB Academy's computer systems or other electronic equipment (including mobile phones), remain the property of PSB Academy.

Whenever requested to do so by PSB Academy, and in any event upon the termination of the Contract with PSB Academy, the Associate shall, as soon as practicable:

- a. Return to PSB Academy in accordance with its instructions all records, papers, correspondence, files, equipment (including computer equipment), mobile telephone, software, notes, reports or property of whatsoever nature (including keys, books, materials and credit cards) which may be in the Associate possession or control and which relate in any way to the business or affairs of PSB Academy, and no copies, notes or abridgements of any of the above shall be retained by the Associate;
- b. Delete any information relating to the business of PSB Academy stored on any magnetic or optical disk or memory or cloud-based data storage service and all matter derived from such sources which is in the Associate possession or under your control outside the premises of PSB Academy; and
- c. You shall provide a signed statement that the Associate has complied fully with obligations under this clause.

3.3.2 Protection of Personal Data

PSB Academy is committed to protect the Associate's personal data in line with the Personal Data Protection Act 2012 ("PDPA") and may be used for purposes relating to appointment and contract management, as well as for providing information on events, talks, seminars, surveys and other relevant updates. PSB Academy shall ensure that the Associate's personal data are kept confidential. When transferring personal data to our third-party service providers (data intermediaries), or related corporations whether in Singapore or elsewhere in order to carry out the purposes stated above, PSB Academy will require them to ensure that Associate's personal data disclosed to them is kept confidential and secure.

The Associate's personal data, including business contact information, is retained to the extent necessary for the engagement and contract management purposes. As PSB Academy relies on the Associate's personal data to provide contract management services to the Associate, you shall ensure that the information provided to PSB Academy by You or the Associate is always correct, accurate and

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complete at all times. The Associate shall update the relevant parties in a timely manner of all changes to the information provided to PSB Academy.

PSB Academy will take commercially reasonable efforts to take appropriate precautions and preventive measures to ensure that the electronic storage and transmission of the Associate's personal data is adequately protected and secured with the appropriate security arrangements and that PSB Academy's data intermediaries are aware of the requirements of PDPA.

Associates may withdraw their consent to any or all use of personal data, with the exception of business contact information in writing to Data Protection Officer (DPO) as appropriate. Please refer to the link (<https://www.psb-academy.edu.sg/student-resources/general-policies/#data-protection>) for details. Upon the withdrawal of the Associate's consent for the use of his / her personal data for any or all purposes, PSB Academy may not be in a position to provide services to the Associates or administer the Contract, in which case PSB Academy reserves all rights to cease providing the relevant services and/ or to terminate the Contract.

3.4 Conflict of Interest

Business and professional relations with clients, suppliers, individuals and organizations must be maintained on a completely objective basis.

All Associates must be free of any external influence, interest or relationship that actually or potentially conflicts with the interests of PSB Academy and/or PSB Academy's clients. PSB Academy takes a zero-tolerance view of any act performed while in a position of real, potential, or apparent conflict of interest. In order to avoid such occurrences, all Associates must observe the following guidelines strictly:

- 3.4.1 They must immediately declare any real, potential, or apparent conflict of interest that could arise in the discharge of their assignments and duties. This includes any known direct or indirect interest or relationships including family or other linkages with employees of PSB Academy who evaluate, recommend for approval or approve such contracts;
- 3.4.2 They must not offer, solicit or accept directly or indirectly bribes, gratuity, gifts or improper payments.
- 3.4.3 Unsolicited gifts that cannot be declined, including gifts from students/participants, must be declared to PSB Academy and dealt with according to PSB Academy's rules.
- 3.4.4 Below are some examples which would be deemed as conflicts of interest:
 - a. Taking personal advantage of a business opportunity or using PSB Academy's property or resources for personal purposes;
 - b. Accepting directly or indirectly, any kinds of personal advantage; and
 - c. Soliciting private dealings from students or participants of the Associate.

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3.5 Ownership of Intellectual Property Rights of works arising out of the Contract

3.5.1 **"Intellectual Property"** in this Clause 3.5 means all inventions, whether patentable or unpatentable (and whether or not reduced to practice), all improvements thereto, and all **"Patents"** including all Patents and Patent disclosures and applications, and registered design and registered design applications, together with all reissuance, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, all **"Trademarks,"** including registered or unregistered Trademarks, registered or unregistered service marks, and all translations, adaptations, deviations, combinations, applications, registrations and renewals in connection with any registered or unregistered Trademark or service mark, and all trade names, trade dress and logos, all **"Copyrights,"** meaning all registered Copyrights, Copyright applications, Copyrightable works, and unregistered Copyrights, and all applications, registrations, and renewals in connection therewith.

You agree to the following with regard to the ownership of Intellectual Property Rights:

- a. Any invention, patent, petty patent, utility model, copyright, design, circuit layout-design, trade mark, trade name, technology, know-how, trade secret, confidential information or any other intellectual property or other proprietary rights of all types, including but not limited to, test and performance data, processes, production methods and improvements to all such matter made developed or discovered by the Associate during the Associate's appointment and within the Associate's scope of services with PSB Academy and any goodwill and all rights in and associated with such Intellectual Property shall be and remain the sole and exclusive property of PSB Academy.
- b. In the event that the Associate is deemed to be the owner of any Intellectual Property arising by virtue of the operation of any law, You shall hold it on trust for the sole benefit of PSB Academy. Further, You shall at the request of PSB Academy, do all acts and execute all such documents to vest the same absolutely in PSB Academy (or as PSB Academy shall direct). The Associate will not have any claim of any nature in respect of the Intellectual Property.

3.6 Use of PSB Academy's Equipment, Assets and Work Materials

The Associate shall be responsible for the safe custody of all equipment (including computers, peripherals and software), assets and work materials (including work manuals, reference files and training materials) issued by PSB Academy. Upon completion or termination of the Contract, The Associate is required to return all issued property in good condition to PSB Academy. You are responsible for any replacement costs in the case where items are damaged or misplaced by the Associates.

3.7 Non-solicitation

You shall ensure that the Associate(s) shall not, whether directly or indirectly, during the term of the Associate's appointment and for a period of one (1) after the Module End Date for whatever reason, whether

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individually or as a director, manager, Associate, shareholder, trustee, agent or through an entity of which the Associate has either direct or indirect interest:

- 3.7.1 Interfere with, disrupt or attempt to disrupt the relationship, contract, and other arrangement between PSB Academy and/or any of its affiliates and any of their clients, associates or contractors whom they had come into contact with or become aware of during the course of their engagement with PSB Academy; or
- 3.7.2 Canvas or solicit or attempt to contact for the direct or indirect employment of any of PSB Academy's employee; or
- 3.7.3 Contact or solicit or encourage any of PSB Academy's employee to leave their employment, or recommend any PSB Academy's employee to anyone that might result in such personnel to leave PSB Academy's employment.

3.8 Dispute Management

The Associate is encouraged to discuss issues with their Module Leader ("ML"). The Associate could approach his/her ML in the first instance. If the Associate does not wish to do so or if the problems were not resolved to their satisfaction, they could approach the Head of School.

PSB Academy recognises the value and the importance of full discussions in clearing up misunderstanding and preserving harmonious working relations.

Every possible effort shall be made to settle any grievance or complaint from the Associate at the lowest possible level and as expeditiously as possible.

- 3.8.1 The Dispute Management Process is as follows:
 - a. The Associate should raise the issue(s) to his/her ML within 3 working days of its arising. His/ her ML will investigate and provide a solution, an explanation or make a decision within 1 week after the grievance has been brought up.
 - b. If the Associate is not satisfied with the outcome given by the ML or in the event of failure by the ML to respond to the grievance within 1 week, the Associate may raise the issue to the Head of School.
 - c. The Head of School will then investigate and provide a solution, an explanation or make a decision within 3 working days after the grievance has been brought to his/her attention.
 - d. If the Associate is still not satisfied with the outcome given by the Head of School or in the event of failure by the Head of School to respond to the grievance within 3 working days, the Associate may raise the issue to the Dean for further resolution.

3.9 Open Door

PSB Academy believes in open communication and transparency in the work environment. In order to build an open and transparent work environment, the Associate is encouraged to practice open communication,

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feedback and discussion on work-related matters. The Associate may approach PSB Academy's senior management where necessary.

When handling the Associate's feedback or concerns, ML will exercise objectivity and professionalism at all times. ML may engage a third party for example, a representative from the Dean's Office or the senior management team for further discussion to resolve any issues where necessary.

3.10 Dress Code

As PSB Academy builds a vibrant and dynamic campus, the Associate is given the option to be in smart casual or office attire, subject to the guidelines stated in the **"Unacceptable Dress Code"** (Clause 3.10.4 below). While informal in style, Associate is expected to be presentable, neatly and cleanly groomed.

Formal office attire is required when teaching a class.

The dress code standards are set out in the following guidelines. ML may suggest alternative dress code based on the nature of the activity the Associate will be engaged in for the day.

3.10.1 Female Associate

- a. Polo shirt, t-shirt, shirt or blouse;
- b. Three quarter pants, long pants / jeans, knee length or beyond-knee skirt / dress;
- c. Blouse or dress with optional business jacket or cardigan (formal office attire); and
- d. Covered or flat shoes, boots, sneakers, loafers, sports shoes.

3.10.2 Male Associate

- a. Polo shirt, t-shirt and shirt with collars;
- b. Long pants / jeans;
- c. Shirts with short or long sleeves and long pants with optional business jacket or cardigan (formal office attire); and
- d. Covered or flat shoes, boots, sneakers, loafers, sports shoes.

3.10.3 Associates working in the laboratories must adhere to all safety regulations i.e. wearing of laboratory coats and protective gears.

The Associate is expected to take reasonable care of laboratory coats and protective gears issued to the Associate.

In the event of loss or wilful damage, the Associate concerned shall be responsible for bearing the full costs of replacements

3.10.4 Unacceptable Dress Code

The following dress codes are unacceptable on all workdays (including Saturdays and Sundays):

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- a. Shorts / Bermudas;
- b. Torn jeans or tops;
- c. Revealing or see-through clothing such as spaghetti strap top, tube top, midriff top, or halter top;
- d. Clothing that bears offensive or suggestive words, terms, logos, pictures, cartoons and slogans;
- e. Wrinkled, stained or dirty clothing; and
- f. Flip-flops / sandals / slippers / open slip-ons.

3.11 Retention of Gift

In order to safeguard the integrity of PSB Academy, the Associate must declare all gifts received in the course of work to ML if the estimated value exceeds \$50. ML must declare and hand over such gifts to their Reporting Officer (“RO”). PSB Academy reserves the right to decide on the handling of such gifts.

For the avoidance of doubt, the Associate can retain gifts that were given as souvenirs to all participants during opening ceremonies, conferences, dinners, etc. organised by PSB Academy.

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