

## NTU SCIENCE AND ENGINEERING UNDERGRADUATE SCHOLARSHIP (IN)

### SCHOLARSHIP AGREEMENT

**To leave blank**

*(To be filled up only when the scholar signs in the presence of NTU scholarship officer in Singapore)*

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ (\_\_\_\_\_) between the "SPONSOR" named in The First Schedule to this AGREEMENT of the first part, the SCHOLAR named in The First Schedule of the second part and the SURETIES named in The First Schedule of the third part.

WHEREAS the SPONSOR has agreed to provide the SCHOLAR a scholarship for an undergraduate degree course specified in the Second Schedule (hereinafter called "the course of study"), and the SCHOLAR has agreed to accept the scholarship to pursue the course of study and if required by the SPONSOR, to serve the SPONSOR or if not so required by the SPONSOR, to work for any Singapore entity in accordance with Clause 3(h) below, and the SURETIES have agreed to guarantee the performance of the obligations of the SCHOLAR hereunder.

IT IS AGREED as follows:

1. The SPONSOR agrees to grant the SCHOLAR the benefits set out in the Third Schedule to this AGREEMENT in respect of the Course (as defined in the Second Schedule to this AGREEMENT) to be undertaken by the SCHOLAR.
2. The pre-conditions for the grant of the benefits in Clause 1 are that the SCHOLAR:-
  - (a) must be certified medically fit by a SPONSOR-approved medical authority to undertake the Course; and
  - (b) must successfully apply and obtain a visa for entry into Singapore (if required) and a student pass from the Immigration and Checkpoints Authority of Singapore (ICA).
3. The SCHOLAR with the approval and consent of the SURETIES hereby agrees and covenants that:-
  - (a) that he shall enter and apply himself diligently in the course of study commencing on \_\_\_\_\_ **< date >** and sit for all examinations required for the courses and shall successfully complete them within the time prescribed therefor as set out in the Second Schedule or such longer time as the SPONSOR may approve;
  - (b) that he shall consistently meet such criteria as may be determined by the SPONSOR for the course of study in order to continue receiving scholarship benefits;
  - (c) that he shall not, while undergoing the course of study, participate in any course or programme, occupation, business, or assignment, whether related to the course of study or otherwise, that is not a compulsory requirement for the course of study, unless he has obtained the prior written consent of the SPONSOR;
  - (d) that he shall not hold or be in receipt of, concurrently with this award, any other scholarship, bursary, other award of a monetary nature or study loan without the prior written approval of the SPONSOR;
  - (e) report to the SPONSOR any remuneration or award gained as part of the Course;
  - (f) surrender to the SPONSOR all or part of the remuneration or award referred to in Clause 3(e) as determined by the SPONSOR;

For all signatures at the bottom of the Agreement, to sign in the presence of notary public or NTU scholarship officer

Surety 1 to sign here

Surety 2 to sign here

Scholar to sign here

- (g) that he shall, if required by the SPONSOR at any time, serve the SPONSOR or any body or organization as directed by the SPONSOR in any post the SPONSOR may designate for a period of six (6) years from the date of his appointment (hereinafter called the "BOND PERIOD") upon the terms and conditions for the time being usually applicable to such appointment as stipulated by the SPONSOR or any body or organization as directed by the SPONSOR. For avoidance of doubt, the words "serve the SPONSOR" or any similar variations as used in this AGREEMENT shall include service with any body or organization as directed by the SPONSOR;
- (h) if he is not required by the SPONSOR to serve the BOND PERIOD in accordance to Clause 3(g) above, he shall diligently seek and secure full-time employment with a Singapore entity (whether in the public or private sector) and:-
  - (i) be employed for a period or periods in aggregate equivalent to the BOND PERIOD; and
  - (ii) work in a capacity that would cause him to be legally resident in Singapore for income tax purposes;

The SCHOLAR shall secure employment within six (6) months of his graduation unless he/she proves that he has made reasonable efforts to secure and accept employment. He shall also ensure there is no break in service of the bond unless it is due to circumstances beyond his control. For the purposes of this AGREEMENT, "graduation" shall be deemed to have taken place when the SCHOLAR passes the Final Examination (Main or Re-Examination) for the course of study or is deemed to have fulfilled all the requirements for the award of the degree, whichever is earlier;

- (i) that he shall participate in such programmes as may be required by the SPONSOR, which includes but is not limited to participation in community involvement programmes;
- (j) that he shall conform to all prevailing rules and regulations at his place of study or training and at his place of residence, as well as any directions (including any rules contained in any handbook) issued by the SPONSOR from time to time;
- (k) that he shall inform the SPONSOR immediately if he is under investigation for any criminal offence or is subject to any disciplinary proceedings by the place of study or training or by his employer or any professional body;
- (l) that he shall refrain from participating in activities which are, or are likely to be, inimical to the interests of Singapore or the SPONSOR, or cause, or are likely to cause, embarrassment to Singapore or the SPONSOR;
- (m) that he shall conduct himself in such a manner as is, in the view of the SPONSOR, becoming of a holder of a scholarship by the SPONSOR;
- (n) that the period of service beginning from his employment in accordance with Clauses 3(g) and 3(h) above after the course of study shall count towards the BOND PERIOD only if the SCHOLAR has already successfully completed the course of study at the time of service;
- (o) that any period of no-pay leave/half-pay leave, study leave, or leave of absence from his employment shall not be counted towards the discharge of the BOND PERIOD;
- (p) that any period of internship, training or study based in or outside Singapore, or employment based in or outside Singapore which is not in accordance with Clauses 3(g) and 3(h) above, or employment outside Singapore which is not incidental to his employment by the Singapore entity shall not be counted towards the discharge of the BOND PERIOD;
- (q) that if he is suspended from duty, the period of suspension shall not be counted towards the discharge of any part of the BOND PERIOD;

- (r) that he shall, having been found to be suffering from the pre-existing medical condition described in the medical report appended hereto as the Annex (the “**Medical Condition**”):-
- (i) continue to seek medical consultation and treatment for the Medical Condition and its related ailments, as and when recommended and required by the SPONSOR’s nominated/approved medical authority, and at the SCHOLAR’s own expense;
  - (ii) submit to the SPONSOR reports in respect of any consultation or treatment sought by the SCHOLAR for the Medical Condition and its related ailments, within one (1) week from the date of such consultation or treatment; and
  - (iii) not be entitled to any of the medical benefits described in paragraph (g) of the Third Schedule, in respect of the Medical Condition or any of its related ailments.
- (s) that he shall notify and update the SPONSOR at such frequency or such times as required by the SPONSOR on the following, including any changes therein:-
- (i) the contact details in the form of telephone, email and postal address in the current place of residence and in the home country of the SCHOLAR and that of the SURETIES;
  - (ii) his employment details and nature of job held;
- and he shall also notify and update the SPONSOR as soon as practicable when there are any changes to such information mentioned above;
- (t) that he shall seek the consent of the SPONSOR before leaving Singapore. The SCHOLAR shall, if required by the SPONSOR, place a security deposit in Singapore in the form of a on demand banker’s guarantee issued by any bank approved by the SPONSOR and in the format set out in the Fifth Schedule before leaving Singapore, of which the amount is to be determined by the SPONSOR but not exceeding the amounts for the cap for liquidated damages stipulated in the Fourth Schedule, failing which his application to leave Singapore may not be approved by the SPONSOR. Upon consent being given by the SPONSOR, the period of time overseas shall not be counted towards the discharge of any part of the BOND PERIOD. This Clause shall not apply to employment outside Singapore which is incidental to his employment by such company in which the SCHOLAR is employed in accordance with the provisions of Clauses 3(g) and 3(h);
- (u) That the SPONSOR may at any time require the SCHOLAR and/or the SURETIES to enter into a Novation Agreement whereby inter alia:-
- (i) the SPONSOR will relinquish all its rights and benefits and be released from all duties and obligations under this AGREEMENT;
  - (ii) another company (“the NEW SPONSOR”) will agree to step into the SPONSOR’s place and be bound by the terms of this AGREEMENT and to perform and discharge all duties and obligations created thereunder; and
  - (iii) the SCHOLAR and the SURETIES undertake to perform this AGREEMENT and to be bound by the terms of this AGREEMENT in every way as if the NEW SPONSOR were a party to this AGREEMENT in lieu of the SPONSOR.

For the purposes of this AGREEMENT, a Singapore entity means a firm or company registered with the Accounting and Corporate Regulatory Authority (ACRA), a body corporate incorporated in Singapore or all other entities constituted under the laws of Singapore.

4. It is hereby agreed and declared that if at any time during the currency of this AGREEMENT, either of the SURETIES shall die or cease to reside within Singapore or India or shall be adjudged a bankrupt, then and in such an event the SCHOLAR and the other surety or either of them shall substitute another surety who shall be to the satisfaction of the SPONSOR and who shall be ready and willing to substitute for and take over the obligations under the AGREEMENT of the Surety so dead or ceasing to reside as aforesaid or being adjudged bankrupt.
5. (a) It is further agreed and declared that if the SCHOLAR in the sole opinion of the SPONSOR:-
- (i) abandons or withdraws from the course of study or changes the prescribed subjects; or
  - (ii) fails or renders himself unable or unsuitable for any reason whatsoever to successfully complete the course of study within the prescribed periods of time; or
  - (iii) fails to obey any directions given by or on behalf of the SPONSOR; or
  - (iv) fails to show sufficient application to the course of study; or
  - (v) fails to meet the required criteria determined by the SPONSOR for the course of study for the continued receipt of scholarship benefits; or
  - (vi) fails to accept the offer of employment made by the SPONSOR or any body or organization directed by the SPONSOR within one (1) month after an offer of employment is made pursuant to Clause 3(g) above; or
  - (vii) fails to secure employment in accordance with the provisions of Clauses 3(g) or 3(h) unless prior approval has been obtained from the SPONSOR; or
  - (viii) refuses or, in the opinion of the SPONSOR, wilfully renders himself unable or unsuitable to serve or work in accordance with the provisions of Clauses 3(g) or 3(h) above; or
  - (ix) resigns or leaves the service of the SPONSOR or of any body or organization in which he is employed in accordance with the provisions of Clause 3(g) within the BOND PERIOD; or
  - (x) is dismissed or has his services terminated by the SPONSOR or any Singapore entity in which he is employed in accordance with the provisions of Clauses 3(g) or 3(h) above, for misconduct, negligence or incompetence in the performance of his duties before the expiry of the BOND PERIOD; or
  - (xi) has been negligent or incompetent in the pursuit of his studies or conduct of his duties, or has failed to conduct himself in a manner befitting a scholarship holder/employee of the SPONSOR; or
  - (xii) is convicted by a court of law in any country for an offence involving dishonesty or moral turpitude being an offence which, in the opinion of the SPONSOR, renders him unsuitable to work in accordance with this AGREEMENT; or
  - (xiii) is warned by the police in lieu of prosecution for an offence described in Clause 5(a)(xii); or
  - (xiv) fails for any reason whatsoever to notify and update the SPONSOR in accordance with Clause 3(s); or

- (xv) leaves Singapore for any period or periods without first obtaining the consent of the SPONSOR and satisfying any other requirement under Clause 3(t), where such consent is required under Clause 3(t); or
- (xvi) wilfully or persistently disobeys or fails to conform to the directions of the SPONSOR, or is idle or negligent or misconducts himself in the discharge of his obligations under this AGREEMENT; or
- (xvii) breaches any of the terms of this AGREEMENT or covenants undertaken in this AGREEMENT,

the SPONSOR may terminate this AGREEMENT immediately and the SCHOLAR and the SURETIES shall be jointly and severally liable for themselves, their heirs, assigns and executors to pay to the SPONSOR on demand the amount in damages as specified in The Fourth Schedule to this AGREEMENT (hereinafter called the "LIQUIDATED DAMAGES");

- (b) Notwithstanding the above, if the SCHOLAR is unable to take up or complete the course of study within the prescribed period of time, or complete serving the BOND PERIOD due to illness, accident, death or other extenuating circumstances, the SPONSOR may at its discretion terminate this AGREEMENT and waive the payment of the LIQUIDATED DAMAGES by the SCHOLAR and the SURETIES;
- (c) Notwithstanding the above, the SPONSOR shall reserve the right:-
  - (i) to increase the LIQUIDATED DAMAGES as and when there are unforeseen increases in tuition, travel or other costs. The SCHOLAR and the SURETIES shall be informed of such increase in the LIQUIDATED DAMAGES which shall be based on the increase in cost with 10% compound interest per annum;
  - (ii) to add or delete the benefits and arrangements listed in this AGREEMENT. The SCHOLAR shall be informed of any such variations and of any increase or decrease of the LIQUIDATED DAMAGES resulting thereby and that any such variation will not discharge the SCHOLAR or any of the SURETIES from their obligations under this AGREEMENT.

6. Without prejudice to any rights or remedies the SPONSOR may have against the SCHOLAR under this AGREEMENT, the SPONSOR may withdraw, suspend or terminate the benefits set out in the Third Schedule upon the occurrence of any one of the events set out in Clauses 6(a), (b) and (c) below:-

- (a) upon the SCHOLAR breaching any of his obligations set out in this AGREEMENT with effect from (1) the date of breach or (2) the date on which the SPONSOR notified the SCHOLAR of the withdrawal, suspension or termination, as the SPONSOR may specify; or
- (b) upon the SCHOLAR failing or being required to repeat any examinations during the period of the course of study with effect from (1) the date on which the SCHOLAR failed or is required to repeat any examinations or (2) the date on which the SPONSOR notified the SCHOLAR of the withdrawal, suspension or termination, as the SPONSOR may specify; or
- (c) at any time, by giving the SCHOLAR one (1) month's prior written notice.



For the avoidance of doubt, the SPONSOR may, in its discretion, invoke either Clause 6(a) or Clause 6(b) or Clause 6(c) to exercise its right to withdraw, suspend or terminate the benefits set out in the Third Schedule under this AGREEMENT. The SPONSOR is not obliged to give reasons for the withdrawal, suspension or termination of the benefits set out in the Third Schedule pursuant to this Clause. Nothing in Clause 6(c) shall impose a requirement in Clauses 6(a) and 6(b) that the SPONSOR must give the SCHOLAR one (1) month's prior written notice before the withdrawal, suspension or termination of the benefits set out in the Third Schedule takes effect.

7. The SPONSOR may, in lieu of terminating the AGREEMENT, withdraw, suspend or terminate the benefits set out in the Third Schedule but still require the SCHOLAR to work in accordance with the provision of Clause 3(g) and 3(h) of this AGREEMENT on such terms as may be imposed by the SPONSOR.
8. It is further agreed and declared that anything hereinbefore contained to the contrary notwithstanding, the scholarship awarded under this AGREEMENT is subject to review annually by the SPONSOR.
9. The SCHOLAR agrees and confirms that if any of the events in Clause 5, 6 or 7 occurs, the title of "scholar" will be withdrawn from him and he undertakes not to use the said title or any variations or descriptions relating to the title. This Clause shall survive the expiry or early termination of this AGREEMENT.
10. Nothing in this AGREEMENT shall restrict the right of the SPONSOR to enforce the terms of this or any other agreement concluded between the SPONSOR, the SCHOLAR and the sureties of such other agreement, whether or not the sureties of such other agreement are also the SURETIES of this AGREEMENT.
11. It is hereby further agreed that:-
  - (a) the liability of the SURETIES hereunder or their estate shall not be affected or prejudiced:
    - (i) by any extension of time, reduction of monies payable or any concession or waiver or indulgence given or agreed to by the SPONSOR with or without the assent of the SURETIES; or
    - (ii) by any change in the nature of work undertaken by the SCHOLAR hereunder; or
    - (iii) by any forbearance, whether passive or express, on the part of the SPONSOR in enforcing any of its remedies hereunder; or
    - (iv) by any other act or thing which but for this Clause would operate as a release of the SCHOLAR or SURETIES.
  - (b) this AGREEMENT shall continue to bind the SURETIES and the SCHOLAR notwithstanding any change in the constitution of the entity (whether by amalgamation, reconstruction or otherwise) by which the business of the SPONSOR may for the time being be carried on, and the rights and obligations in this AGREEMENT shall accrue to the entity carrying on the business of the SPONSOR for the time being.
12. The SCHOLAR with the consent of the SURETIES hereby further undertakes:-
  - (a) to absolve the SPONSOR, including its servants and agents, from all liabilities to the SCHOLAR or his personal representative howsoever occasioned (whether or not by any act or by any omission or neglect of the training establishment wherein he undertakes the course of study or of its servants or agents) which he may sustain by reason of or during his tenure of the course of study; and

- (b) to indemnify and keep harmless the SPONSOR against all proceedings, suits, actions, claims, demands, costs and expenses whatsoever which may be taken or made against the SPONSOR or incurred or become payable by the SPONSOR in respect of any injury (whether fatal or otherwise) to any person or damage or loss to any property occasioned directly or indirectly by any act, omission or other default by the SCHOLAR while on or otherwise in relation to or arising out of the course of study.
13. A demand, notice, or other communication given by the SPONSOR shall without prejudice to any other effective mode of making the same be deemed to have been sufficiently served on the SCHOLAR, the SURETIES or their respective personal representative(s) under this AGREEMENT if sent to the address last known to the SPONSOR (or such other address as shall have been specified for the purpose in writing by the SCHOLAR or the SURETIES to the SPONSOR) and shall be deemed to have been received by the SCHOLAR or the SURETIES if sent by post to an address within Singapore, twenty-four hours after posting, if sent by registered mail to an address outside Singapore, twenty days after posting, if sent by hand, immediately upon delivery by messenger, or upon personal collection by the SCHOLAR or the SURETIES. In providing service it shall be sufficient to prove that the demand, notice, or other communication was properly addressed and posted or delivered or transmitted.
14. In consideration of the premises, the SCHOLAR also irrevocably consents to and authorises the disclosure by any person to the SPONSOR and any other person or entity authorised by the SPONSOR of any information whatsoever relating to him as is necessary for the purpose of ascertaining whether he has complied with all the terms of this AGREEMENT, in particular, whether he has complied with clause 3(g) and 3(h) of this AGREEMENT.
15. In consideration of the premises, the SCHOLAR also irrevocably consents to and authorises the collection, use and disclosure to third parties (including third parties based overseas) by the SPONSOR and any other person or entity authorised by the SPONSOR of any information whatsoever relating to him as is necessary for the purpose of:-
- (a) Ascertaining whether he has complied with all the terms of this AGREEMENT, including but not limited to Clauses 3(g) and 3(h) of this AGREEMENT;
  - (b) Administering and performing the SPONSOR's obligations under this AGREEMENT; and
  - (c) Enforcing the SPONSOR's rights under this AGREEMENT.
16. It is hereby agreed that the First, Second, Third, Fourth and Fifth Schedules to this AGREEMENT shall be read with and shall form part of this AGREEMENT.
17. The Parties hereto agree that this AGREEMENT shall be governed by the laws of Singapore and that the courts of Singapore shall have the exclusive jurisdiction to decide all questions arising hereunder.
18. This AGREEMENT does not create any right under the Contracts (Rights of Third Parties) Act which is enforceable by any person who is not a party to it.
19. The rights and remedies of the SPONSOR under this AGREEMENT are cumulative and are in addition and without prejudice to any rights or remedies it may have at law or in equity. Further, no exercise by the SPONSOR of any one right or remedy under this AGREEMENT shall operate so as to hinder or prevent the exercise of it of any other right or remedy under this AGREEMENT, or any other right existing at law or in equity.
20. For the avoidance of doubt, nothing herein this AGREEMENT shall be construed as an obligation or undertaking by the SPONSOR to provide or procure for the SCHOLAR a contract of or for services with the SPONSOR or with any body or organization.
21. In this AGREEMENT words importing the masculine gender include the feminine.

**THE FIRST SCHEDULE**

**NAME OF PARTIES**

Fill up all the required information on this page for yourself and your sureties **before** you visit the Notary Public or NTU scholarship officer.

**THE SPONSOR**

NAME : NANYANG TECHNOLOGICAL UNIVERSITY

ADDRESS : STUDENT SERVICES CENTRE, LEVEL 3, 42 NANYANG AVENUE  
SINGAPORE 639815

**THE SCHOLAR**

NAME \_\_\_\_\_

IDENTITY CARD NO./PASSPORT NO./CERTIFICATE OF IDENTITY NO./

DOCUMENT OF IDENTITY NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

**THE FIRST SURETY**

NAME \_\_\_\_\_

IDENTITY CARD NO./PASSPORT NO./CERTIFICATE OF IDENTITY NO./

DOCUMENT OF IDENTITY NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

**THE SECOND SURETY**

NAME \_\_\_\_\_

IDENTITY CARD NO./PASSPORT NO./CERTIFICATE OF IDENTITY NO./

DOCUMENT OF IDENTITY NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_



**THE SECOND SCHEDULE**

Item 1 : The Place of Study

**Nanyang Technological University**

Item 2 : The Course of Study

\_\_\_\_\_ (Name of your NTU Programme)

Item 3 : The Prescribed Time for the Course of Study

\_\_\_\_\_ years (Duration of your NTU Programme)

SAMPLE

### **THE THIRD SCHEDULE**

- (a) One economy class air ticket from India to Singapore at the commencement of the course of study; and
- (b) One economy class return air ticket between Singapore and India upon completion of the course of study, on the condition that sufficient proof of securing employment in accordance with Clauses 3(g) and 3(h) of this AGREEMENT is provided by the SCHOLAR to the SPONSOR and reimbursement for the said air ticket is claimed within one (1) year from the date of graduation or by such other period as may be approved by the SPONSOR; and
- (c) All application fees, tuition fees (less any MOE Tuition Grant Subsidy given under the MOE Tuition Grant Agreement) and other compulsory fees for the course of study; and
- (d) Scholarship allowance of S\$6,000 per annum payable at S\$500 per month where the disbursement of the scholarship allowance will be at regular intervals and at the full discretion of the SPONSOR; and
- (e) One-time settling-in allowance of S\$200; and
- (f) Accommodation allowance equivalent to the lowest double room rate of the hostel accommodation in the place of study (where applicable); and
- (g) Subsidised medical treatment subject to the prevailing terms and conditions of the group medical insurance policy and a group insurance policy providing 24-hour worldwide personal accident coverage for accidental medical expenses, accidental death or disablement, subject to the prevailing terms and conditions of the policy.

## **THE FOURTH SCHEDULE**

### **LIQUIDATED DAMAGES AND COSTS**

(1) Subject to paragraph (2) below, the amount of liquidated damages for which the SCHOLAR and the SURETIES shall be jointly and severally liable under Clause 5 of this AGREEMENT shall be all monies already paid to or incurred on behalf of or for the benefit of the SCHOLAR in accordance with The Third Schedule (including any monies not yet paid but which has become legally payable by the SPONSOR to any third party), PLUS compound interest at the rate of 10% per annum compounded at the end of each 12-month period commencing from the date of first disbursement of the scholarship benefits, up to the date of completion of the Course or termination of this Agreement (whichever is earlier).

(2) The liquidated damages for which the SCHOLAR and the SURETIES shall be liable hereunder shall be subject to a cap of -

- (i) SGD 262,000 if the SCHOLAR is in a single-degree programme,
- (ii) SGD 295,000 if the SCHOLAR is in a double-degree programme.

(3) Notwithstanding anything in this Schedule, if the SCHOLAR has served any part of the BOND PERIOD, the amount of liquidated damages payable may be reduced by the same proportion as that obtained when the number of completed days served is divided by the total BOND PERIOD.

(4) The SCHOLAR is also liable for any additional costs incurred in recovering the liquidated damages from him.

(5) Payment of the liquidated damages, interest and costs shall be made to the SPONSOR in one lump sum. If payment is not made within the period specified by the SPONSOR, a late payment interest at the rate as determined by the SPONSOR shall be charged from the date payment is due till full payment is made.

**For Reference Only**

**THE FIFTH SCHEDULE**  
**BANKER'S GUARANTEE**

**To:**

WHEREAS by a <deed/agreement> ("the Agreement") made on the \_\_\_ day of \_\_\_\_\_ Two Thousand And \_\_\_\_\_ (20\_\_\_\_) between \_\_\_\_\_ on behalf of the \_\_\_\_\_ ("the SPONSOR") and [Scholar's \_\_\_\_\_ Name](Passport/Identity \_\_\_\_\_ Card \_\_\_\_\_ No \_\_\_\_\_) of [Scholar's \_\_\_\_\_ Address \_\_\_\_\_] (referred to as the "SCHOLAR") the Scholar agreed for good consideration to undertake certain obligations thereunder.

AND WHEREAS the SCHOLAR has requested us to guarantee to you the sum of SGD \_\_\_\_\_ to secure the due performance of his obligations under the Agreement

NOW in consideration of the SCHOLAR having fulfilled our conditions and requirements for procuring such a guarantee, we (at the request of the SCHOLAR) hereby agree as follows:

1 In the event of the SCHOLAR, on or after the date of this guarantee, failing to fulfil any of his obligations under the Supplemental Agreement, we shall, without need for further proof thereof, pay to the SPONSOR the sum of SGD \_\_\_\_\_ upon receiving the SPONSOR's written notice of claim for payment made pursuant to Clause 4 hereof .

2 We shall not be discharged or released from this guarantee by any arrangement made between the SPONSOR and the SCHOLAR with or without our consent or by any alteration in the obligations undertaken by the SCHOLAR or by any forbearance whether as to time, performance or otherwise.

3 Our liability under this guarantee shall continue and this guarantee shall remain in full force and effect from \_\_\_\_\_ [dd/month/20\_\_\_\_] until \_\_\_\_\_ [dd/month/20\_\_\_\_].

4. This guarantee is conditional upon a claim as specified herein being made by the SPONSOR by way of a notice in writing addressed to us and the same being received by us at \_\_\_\_\_ [Bank's Notification Office Contact] within three months from the expiry of this guarantee. Thereafter this guarantee shall become null and void notwithstanding that this guarantee is not returned to us for cancellation except for any claim(s) submitted to us in writing not later than three months from the expiry of this guarantee.

5. We shall be obliged to effect the payment required under such a claim within 30 business days of receipt thereof. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon any written notice thereof received by us (within the period specified in Clause 4 hereof) as final and conclusive.

6. This guarantee is issued subject to the laws of the Republic of Singapore and the parties agree to submit to the exclusive jurisdiction of the Singapore courts.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

AS WITNESS our hand

Signed by: [name and designation of bank officer]

for and on behalf of the

[name of bank] [signature]

in the presence of:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_ [signature of witness]

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

I	Signed by	)	
	Name:	)	_____
	Designation:	)	(Signature)
	for and on behalf of:	)	
	NANYANG TECHNOLOGICAL UNIVERSITY	)	
	in the presence of:	)	
	Name:	)	_____
	(Witness)	)	(Signature)
	Designation:	)	
	Address:	)	
II	Signed by	)	
	_____	)	_____
	(Scholar)	)	(Signature)
	who appeared fully to understand the nature	)	
	and effect of this AGREEMENT	)	
	in the presence of:	)	
	Name:	)	_____
	(Witness)	)	(Signature)
	Designation:	)	
	Address:	)	
III	Signed by	)	
	_____	)	_____
	(Surety 1)	)	(Signature)
	in the presence of:	)	
	Name:	)	_____
	(Witness)	)	(Signature)
	Designation:	)	
	Address:	)	
IV	Signed by	)	
	_____	)	_____
	(Surety 2)	)	(Signature)
	in the presence of:	)	
	Name:	)	_____
	(Witness)	)	(Signature)
	Designation:	)	
	Address:	)	

**To leave blank**  
(For NTU scholarship officer to sign in Singapore)

**To leave blank**  
(For NTU scholarship officer to sign in Singapore)

**To leave blank**  
(Scholar to sign in the presence of NTU scholarship officer in Singapore)

**To leave blank**  
(For NTU scholarship officer to sign in Singapore)

**Surety to**

**1<sup>st</sup> Surety to sign**

**To leave blank**

**Surety to complete**

**2<sup>nd</sup> Surety to sign**

**To leave blank**